

**AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF FOX MEADOW**

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF FOX MEADOW (“Amendment”) is made as of the ___ day of September, 2016, pursuant to the terms and conditions contained herein. Terms used herein shall have the same meanings ascribed to them as those defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow as recorded in Vol. OR1002, Page 794-874 of the Official Records of Medina County, Ohio, as amended to date (the “Declaration”).

Whereas, On January 11, 1995, Fox Meadow Development Limited Partnership, an Ohio limited partnership, as “Declarant” under the Declaration, recorded the Declaration against that certain property located in the Township of Montville, County of Medina and State of Ohio, as more particularly described in the Declaration, known as the Fox Meadow Subdivision.

Whereas, The Declaration was amended on April 1, 1997 by instrument recorded in Vol. 1277, Page 639, on June 26, 1998 by instrument recorded as instrument no. 1998OR003970, on June 25, 1999 by instrument recorded as instrument no. 1999OR022105, on January 26, 2006 by instrument recorded as instrument no. 2006OR002551, and on January 30, 2006 by instrument recorded as instrument no. 2006OR002932 of the Medina County Records; and

Whereas, Evergreen Land Development, Ltd., an Ohio limited liability company, is the successor Declarant under the Declaration pursuant to that certain Assignment and Assumption of Declarant Rights recorded August 6, 2004 as Instrument No. 2004OR032108 of the Medina County Records (“Successor Declarant”) (for purposes of the Declaration, Successor Declarant should be one and the same as Declarant), and

Whereas, pursuant to Article XV, Section 15.12, the Declaration may be amended or modified by a recorded instrument executed by the Declarant for so long as the Declarant or Successor Declarant is the owner of a fee simple interest in the Property all in accordance with the provisions of Section 15.12 of the Declaration, and

Whereas, The Successor Declarant is the owner of Vacant Sublot No 219, parcel no. 030-11A-22-130; and

Whereas, Pursuant to Section 15.12 of the Declaration, the Successor Declarant is signing as attorney-in-fact on behalf of all Owners, and the Successor Declarant requests that the Fox Meadow Master Association, Inc., an Ohio non-profit corporation (“Master Association”) join in the execution of this Amendment acknowledging and accepting the modification to the Declaration set forth herein; and

Whereas, the proceedings necessary to modify the Declaration as required by Article XV of the Declaration have in all respects been complied with or waived.

NOW, THEREFORE, pursuant to Article XV, Section 15.12, the Declaration is hereby amended and modified as follows:

1. The Design Review Committee Policies and Guidelines as described in Article VIII, Section 8.2(c) are hereby modified to permit that exterior basement walls may be either (i) a minimum of 12” block; or (ii) poured foundations. The exposed portions of all exterior foundations shall be brick or stone.
2. Article VII, Section 7.6 is hereby deleted in its entirety and the following is substituted therein.

“Section 7.6 – Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. All signs shall comply with the Township’s requirements. “For Rent” signs are prohibited. “For Sale” signs are permitted with the prior written approval of the Design Review Committee as to type, size and location of such signs. Security system signs no larger than one (1) foot by one (1) foot are permitted. Notwithstanding the foregoing, temporary signs for charity events, Master Association social events, Master Association informational notices, student resident signs and real estate open house signs (provided all real estate open house signs are only permitted Friday through Sunday) are permitted; provided, the same are subject to the written guidelines established by the Design Review Committee from time to time. Notwithstanding the foregoing, the above restrictions shall not apply to the Declarant or to a Builder or real estate company authorized by the Declarant.”

3. Article VII, Section 7.13 is hereby deleted in its entirety and the following is substituted therein.

“Section 7.13 – Poles, Wires, Antenna and Satellite Dishes

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission or receipt of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground on any portion of the Property without the prior approval of the Design Review Committee and subject to local governmental rules and regulations. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System (“DDS System”), thirty-nine inches (39”) or less in diameter, may be attached to a Living Unit; provided, that if the DDS System is placed at the front of a Dwelling Unit the DDS System must be placed on the roof and the prior approval of the location of the DDS System must first be obtained from the Design Review Committee and the same must comply with local governmental rules and regulations.”

4. Article VII is hereby amended by adding the following new Section 7.26.

“Section 7.26 – Sexual Predators/Habitual Sex Offenders

No person who is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency and required to register with a designated registering agency, or any similar laws of the State of Ohio, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Living Unit for any length of time, nor enter upon the Property as a guest, visitor, employee or contractor of a Living Unit or Occupant of a Living Unit. The Master Association may enforce the provisions of this Section by commencing an action to enjoin such person from occupying a Living Unit and/or from coming on the Property and to evict such person, and any violation of this restriction shall subject the Owner and/or any Occupant of the Living Unit to any and all remedies provided for by law as well as this Declaration, including charging the Owner with all costs in connection therewith, including attorneys’ fees and paralegal fees. The Master Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Maser Association, as a result of the Master Association’s alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction. Any conflict between this Section and any other provision of the Declaration shall be interpreted in favor of this Section on the occupancy of the Living Unit.”

5. Article VII is hereby amended by adding the following new Section 7.27.

“Section 7.27 – Unmanned Aircraft Systems

All unmanned aircraft systems (UAS), including, without limitation, any aerial remote controlled devices (e.g. drones, model planes, model helicopters), are prohibited to be flown on the Property for recreational purposes. No UAS shall be flown for commercial purposes without first obtaining the prior consent of the Master Board. The Master Board may impose reasonable rules and restrictions as to the use of commercial UAS’s on the Property from time to time. If the foregoing restrictions violate any state or federal rule, law or order, including any Federal Aviation Administration rule (collectively, “Rules”), the foregoing shall be modified to comply with said Rules; provided the most restrictive legal interpretation shall become the new standard by which the UAS’s may be used on the Property.”

6. Article VII is hereby amended by adding the following new Section 7.28.

“Section 7.28 – Playhouses and other Structures.

Accessory structure such as playhouses, play sets, tool sheds, doghouses or dog-runs shall not be permitted unless the written approval of the Design Review Committee is first obtained. The Design Review Committee shall have the right to grant variances to the below restrictions in its sole discretion due to irregular Living Unit Lot configurations. Trampolines, plastic houses and plastic or metal play sets are prohibited. All permitted play sets shall be subject to the following restrictions:

(i) The leading edge of any play set shall be a minimum of twenty-five feet (25’) from all property lines of a Living Unit Lot.

(ii) Every play set plan must include landscaping on at least two (2) sides of the play set to screen the view of the play set from neighbors and the Golf Course.

(iii) All play sets on Living Unit Lots adjacent to the Golf Course must be located and screened in a manner to limit the disturbance of the golfer and to protect children from errant golf balls.

(iv) All play sets must be located on grass or mulched areas.

(v) All play sets shall be made of natural wood and any canopies must be made of natural material and the color must blend in with the surrounding environment.

(vi) No play set shall be placed in the front or side of the Living Unit Lot.

(vii) All play sets shall be maintained in good condition.”

7. Article VII is hereby amended by adding the following new Section 7.29.

“Section 7.29 – Soccer Nets.

Soccer nets shall not be permitted unless the written approval of the Design Review Committee is first obtained. All soccer nets shall not be closer than twenty feet (20') from the Golf Course or other Common Areas. All soccer nets must be temporary and moveable.”

8. Article VII is hereby amended by adding the following new Section 7.30.

“Section 7.30 – Mail Boxes.

All mailboxes shall be made of wood constructed around a metal U.S. mailbox, and shall be mounted on a 6”x 6” treated wood post extending 80” above grade. The front face of the mailbox shall be located 6” to 8” from the street curbing. Each mailbox shall have numbers 5” in height that are to be placed on the upper end of the mailbox post on both sides of the so as to be visible to passing traffic. The wooden mailbox (with newspaper box) shall be mounted 32.5” to 37” above grade. The mailbox shall be 16” to 18” high, 9 ¾” wide and 21” in length. The newspaper box shall be 7” wide and 8” high and 21” in length attached to the post. If an Owner desires to stain the post and mailbox, the color of the stain shall be compatible with the color of the Living Unit; provided, that the Design Review Committee reserves the right to require the Owner of the Living Unit to re-stain the post and mail box if the Design Review Committee determines that the stain color is not compatible with the color of the Living Unit.”

9. Article II, Section 3 of the Code of Regulations of Fox Meadow Master Association, Inc. is hereby deleted in its entirety and replaced with the following:

“Section 3. Annual Meeting.

The Master Board shall schedule the annual meeting of the Master Association at any time during the last quarter of a calendar year. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Master Board.”

10. The Declaration as herein amended and supplemented remains in full force and effect and is reaffirmed and binding on the Property.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Successor Declarant and the President and Secretary of the Association have caused this Amendment to be signed on the date set forth below.

**SUCCESSOR DECLARANT:
EVERGREEN LAND DEVELOPMENT, LTD.**

By: _____
Name: Daniel B. Auker
Title: Manager

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Daniel B. Auker, Manager of Evergreen Land Development, Ltd., an Ohio limited liability company, who acknowledged that he did execute the foregoing instrument on behalf of said limited liability company and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

Notary Public

FOX MEADOW MASTER ASSOCIATION, INC.

By: _____
Name: Theodore R. Lesiak
Title: President

By: _____
Name: Sharon Borszcz
Title: Secretary

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above named Theodore R. Lesiak, as the President of **FOX MEADOW MASTER ASSOCIATION, INC.**, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above named Sharon Borszcz, as the Secretary of **FOX MEADOW MASTER ASSOCIATION, INC.**, who acknowledged that she did execute the foregoing instrument and that the same is her free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

NOTARY PUBLIC

Instrument Prepared By:
John M. Coyne, III, Esq.
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