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MEDINA COUNTY RECORDER
ROBERT A. HALE

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS

OF

THE HOLLOWS OF FOX MEADOW
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

107 N. COURT ST
MEDINA, OH 44256

BEING DEVELOPED AND BUILT BY:

RAY JENNY CONSTRUCTION COMPANY
19058 Hunt Road
Strongsville, Ohio 44136
(216) 238-5894

DECLARATION

Submitting the property known as The Hollows of Fox Meadow, being located in Montville Township, Medina County, Ohio.

(This will certify that copies of this Declaration, together with Exhibits thereto, have been filed in the Office of the County Recorder, Medina County, Ohio).

Date: _____, 1995

Medina County Recorder

By: _____

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS OF THE HOLLOWES OF FOX MEADOW
("The Declaration of the Hollows") or ("This Declaration")

THIS DECLARATION OF THE HOLLOWES OF FOX MEADOW made as of the ___ day of _____, 1995 by Ray Jenny Construction Company, an Ohio corporation (referred to herein as the "Builder").

PREAMBLE

A. The Builder is the owner of real property in Montville Township, Medina County, Ohio, legally described in Exhibit "A" (the "Hollows"), and desires to create thereon a planned community in accordance with the Master Site Plan (hereafter defined) and in accordance with the R-1 Controlled Density Residential Development with Sewer and Water under the requirements of the Zoning Resolution of Montville Township, Ohio.

B. The Hollows consists of Cluster Sublots and Cluster Common Areas, including Green Space, all as hereafter defined.

C. The Hollows may be developed as one residual community with open space.

D. The Builder desires to provide for: (a) the orderly development of the Hollows; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of the Hollows Green Space (hereafter defined); (d) the use and maintenance of the Hollows Areas of Common Responsibility (hereafter defined); (e) the compliance with the Zoning Resolution of Montville Township (the "Township") and the Medina County Subdivision Regulations; and (f) the protection of values within the Hollows. The foregoing is being provided so that the residents of the Hollows may enjoy a fine environment for themselves and their families. For such purposes, the Builder has prepared this Declaration of the Hollows to define the manner in which the Hollows shall be governed and administered.

E. An association will be required to regulate, administer and govern the Hollows (including the ownership of Hollows Common Areas) for the fulfillment of the foregoing purposes with the power to levy and collect assessments from the Owners (hereafter defined) within the Hollows and to pay the cost and expense of operating, maintaining, repairing and replacing the Hollows Areas of Common Responsibility. The Builder has assigned such functions to the Association of the Hollows of Fox Meadow, Inc., a corporation not-for-profit, that Builder has caused to be created under the laws of the State of Ohio (the "Hollows Association" or "the Association of the Hollows"). The Hollows Association will be required to regulate, administer and govern the Hollows (hereafter defined) and to own and administer the Hollows Common Area (hereafter defined), including the Hollows Green Space (hereafter defined).

NOW THEREFORE, Builder declares the Hollows and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Declaration of the Hollows shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively the "Covenants and Restrictions") provided in this Declaration of the Hollows, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interests in or to any part of the Hollows, or any other

property as made by Subsequent Amendment be added to and subjected to this Declaration of the Hollows and certain of which Covenants and Restrictions shall inure to the benefit of the Township (hereafter defined), their (such Persons' and the Township's) respective heirs, personal representatives, successors and assigns.

ARTICLE I
PREAMBLE: PROPERTY SUBJECT TO THIS DECLARATION;
HOLLOWES SUBJECT TO MASTER DECLARATION

Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Declaration of the Hollows.

Section 1.2 - The Hollows

The Hollows which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration of the Hollows and the Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow, Montville Township, Medina County, Ohio (herein "Master Declaration"), is the real property described in Exhibit "A" and is shown on the plot plan attached as Exhibit "B".

Section 1.3 - Expansion and Contraction of the Hollows

(a) Subject to the provisions of the Master Declaration, the Builder reserves the right from time to time to add additional property to the Hollows and subject the same to the provisions of the Declaration of the Hollows in accordance with the provisions of the Master Declaration. To add any additional property, the Builder shall execute and record a Subsequent Amendment to this Declaration of the Hollows which expressly provides that the land described therein shall become a part of the Hollows and shall be subject to the Covenants and Restrictions set forth in this Declaration of the Hollows, except as the same may be modified by the Subsequent Amendment.

(b) The Builder reserves the right from time to time to delete lands from the Hollows and thereby to free such lands from the provisions of this Declaration of the Hollows, in accordance with the provisions of the Master Declaration. Lands not owned by Builder may be deleted from the Hollows only with the written consent of the title owner thereof. To delete such lands, the Builder shall execute and record a Subsequent Amendment to this Declaration of the Hollows which expressly provides that the land described therein shall no longer be a part of the Hollows and shall no longer be subject to the covenants and restrictions set forth in this Declaration of the Hollows. No deletion of lands from the Hollows shall occur unless both the portion(s) of the land deleted and the remaining portions of the Hollows comply with the Township zoning requirements and the provisions of the Master Declaration.

Section 1.4 - Hollows Subject to Master Declaration

The Hollows and this Declaration of the Hollows shall be subject to the provisions, including Definitions, of the Master Declaration which is incorporated by reference herein. Should any provision in this Declaration of the Hollows be in conflict with any provision of the Master Declaration, then the provisions of the Master Declaration shall govern.

Section 1.5 - No Governmental Responsibility for Care and Maintenance of Non-Dedicated Right-of-Way

The undersigned grantee(s) hereby acknowledge(s) that (he, she, they) understand that the premises described herein is located upon a non-dedicated right-of-way. And further, the grantee(s) understand that no government body is responsible for care and maintenance of said non-dedicated right-of-way.

ARTICLE II
EXHIBIT AND DEFINITIONS

Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration of the Hollows:

EXHIBIT "A": A legal description of the Hollows.
EXHIBIT "B": A plot plan of the Hollows.

Section 2.2 - Definitions

All Definitions in Section 2.2 of the Master Declaration are specifically incorporated by reference herein. In addition, for the purposes of brevity and clarity, certain words and terms used in this Declaration of the Hollows are defined as follows:

(a) "ASSESSMENTS". The Assessments levied against all owners of Living Units at the Hollows and Vacant Sublots within the Hollows to fund Expenses of the Association of the Hollows.

(b) "ASSOCIATION OF THE HOLLOWES" or "THE HOLLOWES ASSOCIATION." A non-profit Ohio corporation created to own, govern, operate, control and administer the Hollow Common Areas, including the Hollows Green Space. All owners of Living Units of the Hollows shall be members of the Association of the Hollows. An Association of the Hollows shall not be dissolved nor shall it dispose of any Hollows Common Areas or Hollows Green Space or recreation facility without: (i) having established a successor entity to take over said property pursuant to the Township's zoning resolution; and (ii) the approval of the Township's trustees.

(c) "BUILDER". Ray Jenny Construction Company, an Ohio corporation, the specifically designated successor or assigns of any of its rights as Builder under this Declaration of the Hollows or under any supplement to this Declaration of the Hollows involving the Hollows as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Builder for purposes of this Declaration of the Hollows unless and until such person or entity has been specifically so designated by the Builder herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Builder only to the particular rights and interests of Builder under this Declaration of the Hollows or under a supplement to this Declaration of the Hollows.

(d) "CLASS "B" CONTROL PERIOD". The period of time during which the Class "B" Members (the Builder) shall serve as the sole Trustee of the Hollows Board as provided in Article III, Section 2 of the Code of Regulations of the Association of the Hollows of Fox Meadow.

(e) "CLUSTER ROADS". Private roads within the Hollows Area serving the Living Units situated on the Hollows Sublots. The Cluster Roads are owned and administered by the Cluster Association.

(f) "CLUSTER SUBLLOT" or "HOLLOWES SUBLLOT". A platted lot within the Hollows upon which a single-family detached dwelling may be constructed.

(g) "COMMUNITY-WIDE STANDARD". The standard conduct, maintenance, or other activity generally prevailing within the Hollows as that term is also defined in the Master Declaration. Such standard may be more specifically determined and set forth by the Hollows Board.

(h) "COUNTY". Medina County, Ohio.

(i) "THE HOLLOWES". The land described in Exhibit "A" as the same may from time to time be amended.

(j) "HOLLOWES AREAS OF COMMON RESPONSIBILITY." The Hollows Areas of Common Responsibility shall mean and refer to: (i) the Hollows Common Area, including the Hollows Common Space; (ii) the entrances to the Hollows situated off of existing and future streets within the Fox Meadow Property, including Fox Meadow Drive (the "Entrances") and landscaping, irrigation systems (if any), lighting and other improvements operated by the Association of the Hollows at the Entrances and elsewhere within the Hollows; (iii) any security facilities, including walls and fences; (iv) signs, street lights (if any) and walks or pathways (if any); (v) storm and drainage that generally serves the Hollows; (vi) real and personal property owned by the Association of the Hollows; (vii) real and personal property not owned by the Hollows but determined by the Hollows Board to be the responsibility of the Association of the Hollows; (viii) together with those areas, if any, which by contract with any Neighborhood (hereafter defined), Fox Meadow Master Association, the Golf Club (hereafter defined) with any commercial establishment or association, or with any local governmental authority become the responsibility of the Association of the Hollows; or (ix) the berms around the Hollows. Any portions of public rights-of-way within or adjacent to the Hollows Property (boulevard entrances and cul-de-sac islands) may be part of the Areas of Common Responsibility.

(k) "HOLLOWES COMMON AREAS". All portions of the Hollows exclusive of Hollows Sublots. Hollows Common Areas include private drives off of dedicated streets to serve Living Units at the Hollows and Hollows Green Space.

(l) "HOLLOWES GREEN SPACE". Land that is set aside in the Hollows for the primary use of Living Units at the Hollows pursuant to the Township's Controlled Density Residential Development zoning classification that is not utilized for Hollows Sublots and Hollows Roads.

(m) "HOLLOWES LIVING UNITS". A single-family detached dwelling situated within a Sublot at the Hollows. Cluster Living Units at the Hollows are included in the definition of "Living Units" set forth herein.

For the purposes of this Declaration of the Hollows, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same.

(n) "LIVING UNIT LOT". A platted single-family subplot upon which a Living Unit (including a Living Unit at the Hollows) has been constructed.

(o) "LIVING UNITS".

(p) "MASTER ARTICLES" or "MASTER ARTICLES OF INCORPORATION". The articles of Incorporation of the Master Association which are filed with the Secretary of State of Ohio to create the Master Association.

(q) "MASTER ASSOCIATION". Fox Meadow Master Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility for the benefit of the Living Units (including Cluster Living Units, i.e., Hollows Living Units) and the Vacant Sublots (including vacant Cluster Sublots, i.e., Hollows Sublots), and to supervise and enforce the Master Declaration. The Master Association shall not be dissolved nor shall it dispose of any Common Green Space or recreation facility without: (i) having established a successor entity to take over said property pursuant to the Township's zoning resolution; and (ii) the approval of the Township's trustees. Membership in the Master Association shall be mandatory of all Owners.

(r) "MASTER BOARD". The Board of Trustees of the Master Association. The board is sometimes also referred to as the "Trustees".

(s) "MASTER CODE". The Code of Regulations of the Master Association.

(t) "MASTER SITE PLAN". The preliminary site plan of the Property and adjacent lands which currently show a total of 451 dwelling units, including 304 Sublots and 147 Cluster Sublots, as the same may be supplemented, modified and amended from time to time. Phase I of the Property consists of 87 Sublots and Cluster Block I (i.e., the Hollows of Fox Meadow) upon which it is anticipated 35 Cluster Sublots will be platted.

(u) "MEMBER". A person or entity entitled to membership in the Association of the Hollows, as provided herein. The Golf Club Property Owner is not a Member of the Association of the Hollows.

(v) "OCCUPANT". A person in possession of a Hollows Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.

(w) "ORIGINAL DECLARANT". FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited partnership, the specifically designated successor or assigns of any of its rights as Declarant under the Master Declaration or under any supplement to the Master Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for purposes of the Master Declaration unless and until such person or entity has been specifically so designated by the Declarant therein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Declarant only to the particular rights and interests of Declarant under the Master Declaration or under a supplement to the Master Declaration. The Declarant is also sometimes referred to herein as the "Original Declarant".

(x) "OWNER." The record Owner of fee simple title to (a) any Hollows Living Unit, including the Builder (except as otherwise provided herein) with respect to any unsold Living Unit, and (b) any Vacant Sublot (including a Vacant Hollows Sublot), but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Hollows Living Unit is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of the Declaration of the Hollows, the Owner of Living Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Hollows Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the Tenant residing in the Hollows Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Hollows Living Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(y) "OWNERSHIP INTEREST". The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Hollows Living Unit.

(z) "PERSON". A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.

(aa) "PLAT". The subdivision plat for the portion of the Hollows designated in the Fox Meadow Subdivision - Cluster Block I and additional plats of the Hollows.

(bb) "RULES OF THE HOLLOWES". Rules and regulations that govern the operation and use of the Hollows Living Units and the Hollows Areas of Common Responsibility, including the Common Areas of the Hollows, as such rules and regulations may be adopted from time to time by the Hollows Board to implement and carry out the provisions and intent of this Declaration.

(cc) "SUBSEQUENT AMENDMENT". An amendment to this Declaration which adds additional property to that covered by this Declaration of the Hollows or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or otherwise amend this Master Declaration and/or the Master Code.

(dd) "SUBSIDY PERIOD". The Subsidy Period for Assessments attributable to the Hollows Areas of Common Responsibility shall be for a period beginning as of the date of this Declaration of the Hollows and ending December 13, 1997 or when there are 30 Living Units, whichever shall first occur.

(ee) "TENANT". Any person(s) having a possessory leasehold estate in a Hollows Living Unit, other than an Owner.

(ff) "TOWNSHIP". Montville Township, an Ohio municipal corporation.

(gg) "VACANT HOLLOWES SUBLLOT". Vacant Hollows Sublot shall mean, at any given time, any portion of the Hollows: (i) that is a Hollows Sublot for which a plat has been recorded designating such portion of the Hollows as a lot upon which only one single family resident may be constructed; (ii) which has been conveyed to a person or entity other than the Builder; and (iii) upon which no Living Unit is situated.

(hh) "VACANT HOLLOWES SUBLLOT OWNER". Vacant Hollowes Sublot Owner shall mean the record titleholder (other than the Original Declarant or Builder), whether one or more persons or entities of the fee simple title to any Vacant Hollowes Sublot. The term "Vacant Hollowes Sublot Owner" shall not mean or refer to any mortgagee of any Vacant Hollowes unless and until such mortgagee has acquired title to such Vacant Hollowes Sublot pursuant to foreclosure or any proceeding is lieu of foreclosure.

ARTICLE III EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Master Declarant and granted to the Master Association, Association of the Hollows and the Builder, their successors and assigns, an easement upon, across, over, through and under the Hollows for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Master Declarant, the Master Association, the Builder and the Association of the Hollows, and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Hollows provided that such facilities shall not materially impair or interfere with any Living Units or the Golf Course Property and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Builder unless the same are shown on a recorded plat. There is hereby reserved in favor of the Builder to grant the Golf Course Property Owner easements for utility purposes for the Golf Course Property and there is hereby reserved in favor of the Master Declarant, the Master Association, the Builder and the Association of the Hollows the right (but not the obligation) to grant other neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Hollows.

Section 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through the Hollows' Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Builder, the Master Association and the Association of the Hollows, all owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Hollows. Notwithstanding the foregoing, the Builder, the Master Association and the Association of the Hollows may limit this right of ingress and egress by a Subsequent Amendment, provided, however, that any such amendment that limits or affects access to or from the Golf Course Property by the golf course Property Owner, members of the Golf Club, and guests, licensees and invitees of such parties shall require the prior written consent of the Golf Course Property Owner and the mortgagee, if any, of the Golf Course Property Owner.

Section 3.3 - Common Areas of the Hollows

Builder, all Owners, Occupants and guests of such parties shall have the right to enter

upon, use and enjoy the Common Areas of the Hollows (including the Hollows Common Green Space) for their intended purposes in accordance with this Declaration of the Hollows and the applicable Rules.

Section 3.4 - Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Hollows Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Hollows or serving the Hollows; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Hollows. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Builder, the Association of the Hollows, the Master Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially restore the condition that existed prior to such activities.

Section 3.5 - Emergency and Service Easements

Easements are created in favor of fire, police, health, sanitation, medial, ambulance, school buses, utility companies, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the roads or drives within the Hollows for the performance of their respective duties. Included in the easements created by this Section is the grant of easements to the Township and other appropriate governmental bodies of the right of entrance to the Hollows Green Space and recreation facilities (if any) for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. Such governments shall have the right, after proper notice, to make improvements and perform maintenance functions with the costs levied in accordance with Section 9.10 hereof against (a) the Master Association and its Members with respect to the Common Green Space; or (b) Association of the Hollows and its members with respect to the Hollows Green Space. Advance notice is not necessary for emergency entrance onto such Common Green Space, Hollows Green Space or recreation facilities.

Section 3.6 - Easements for the Golf Course Property

There is hereby reserved for the benefit of Golf Course Property Owner, its successors, assigns, and successors-in-title with respect to the Golf Course Property, the following transferable and alienable rights and easements:

(a) Golf Paths and Golf Course Maintenance. The right and easement on, over, and across the Hollow Common Areas situated adjacent to the Golf Course, for all members, guests and other authorized users of the Golf Course for the pedestrian, golf cart and maintenance vehicle use of golf paths located in such portions of the Hollows and serving the Golf Course and the right and easement on, over, and across those same Hollows Common Areas not to exceed fifteen (15) feet in width for access from one golf hole to the next if such access is not shown on a Plat.

(b) Construction, Maintenance and Repair. The right and easement on, over, through, under, and across the Hollows Common Areas adjacent to the Golf Course Property for the purpose of constructing such improvements on the Golf Course Property or such portions of such Hollows Common Areas as the Golf Course Property Owner shall desire from time to time and for

maintaining, repairing, and replacing such improvements, provided the Golf Course Property Owner shall not use such easement so as to unreasonably interrupt or interfere with any Owners' use of the Hollows Common Areas and shall promptly repair and restore any damage to said Hollows Common Areas caused by the use of the right and easement granted herein. In addition, there is hereby reserved for the benefit of the Golf Course Property Owner, its agents, employees, successors, and assigns, the right and easement to enter upon the Vacant Sublots, the unimproved portions of Living Unit Lots, and Hollows Green Space which are located within ten (10) feet from the water's edge of the Lake, any pond, or other body of water located on the Golf Course Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards and maintenance of wetland areas.

(c) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the Hollows Green Space, the Vacant Sublots and all unimproved portions of a Living Unit Lot which are adjacent to the Golf Course. This reserved right and easements shall permit, but shall not obligate, the Golf Course Property Owner and its agents, employees, successors, and assigns with respect to the Golf Course Property, to go upon any such portions of the Hollows Green Space and such Vacant Sublot or unimproved portions of such Living Unit Lot to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement with respect to Vacant Sublot and the unimproved portions of Living Unit Lots shall be limited to the portion of such Vacant Sublots and unimproved portion of Living Unit Lots within twenty (20) feet of those boundary lines of the Hollows Common Areas and such Vacant Sublots and Living Unit lots which are adjacent to such roughs, fairways or greens or adjacent to the Lake, ponds, or other bodies of water abutting the Golf Course. The area encumbered by this easement with respect to the Hollows Green Space adjacent to roughs, fairways or greens or adjacent to the Lake, ponds or other bodies of water abutting the Golf Course that appears to be part of the Golf Course shall encumber the entire amount of such Hollows Green Space.

(d) Entry by Golfers. Each Vacant Sublot and Living Unit Lot and any portion of the Hollows Green Space which are adjacent to the Golf Course shall be subject to the right and easement on the part of Golf Course players and their caddies to enter upon the: (i) Vacant Sublot and the unimproved portion of any Living Unit Lot, which is within twenty (20) feet of the Golf Course and (ii) the Hollows Common Area adjacent to the Golf Course, to remove a golf ball, subject to the official rules of the Golf Course, and any such entering shall not be deemed to be a trespass. Golf Course players or their caddies shall not be entitled to enter on any such Vacant Sublot or Living Unit Lot, with a golf cart or other vehicle, nor to spend unreasonable amount of time on any such Vacant Sublot or Living Unit Lot, or in any way commit a nuisance while on any such property.

(e) Landscaping Plan Approval. The landscaping plan for any (i) Vacant Sublots and Living Unit Lots adjacent to any portion of the Golf Course shall, for that portion of such Vacant Sublots and Living Unit Lots, which is within twenty (20) feet of the Golf Course, including any portion of the Hollows Common Areas that are between such Vacant Sublots and Living Unit Lots and the Golf Course which appear to be a part of the Golf Course; and (ii) Hollows Common Areas adjacent to any portion of the Golf Course, be in general conformity with the overall landscaping plan of the Golf Course, and shall be subject to Golf Course Property Owner's prior right of approval, which approval shall not be unreasonably withheld or delayed. To promote a

suitable and attractive open space atmosphere, no fence, wall, shrubbery, building or other structure will be permitted within said twenty (20) foot portion of those vacant sublots and Living Unit Lots, or portions of the Hollows Common Areas which are adjacent to the Golf Course. There is hereby reserved over and across said twenty (20) foot portion of said Vacant Sublots and Living Unit Lots, and the Hollows Common Areas, the right and easement of light, air, and view for the benefit of the adjacent Golf Course.

(f) Water and Sanitary Sewer Tie-ins. The Golf Course Property Owner shall have the right to tie restrooms, snack shops and other facilities situated or to be situated on the Golf Course Property into the waterlines and/or sanitary sewer lines situated on the Hollows so long as (i) such tie-ins are made in accordance with the requirements of the County or other governmental authority or utility company having jurisdiction; (ii) such tie-ins do not overburden the water and/or sanitary sewer lines; (iii) such tie-ins are at the expense of the Golf Course Property Owner; (iv) such tie-ins and cost of usage shall not impair or interfere with any Living Units or with Master Association usage; (v) the lines installed by the Golf Course Property Owner through the Property are maintained by the Golf Course Property Owner; and (vi) any areas disturbed by such tie-ins and the repair and maintenance thereof are restored to substantially the condition in which they were found.

Section 3.7 - Cross-Easements

The right is hereby reserved by the Builder to grant cross-easements for: (a) the creation and/or preservation of lakes and ponds which may lie in part on the Golf Course Property and/or in part on the Hollows; and (b) for any utilities or other facilities that will serve both the Golf Course Property and the Hollows or either of said properties.

Section 3.8 - Easements for Community Signs

Easements are created over the Hollows Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Hollows or for the identification of the public roads, the Neighborhoods, the Hollows Roads and the Golf Club. The type, size and location of the signs shall meet the requirements of the Township, and shall be subject to the approval of the Design Review Committee and Golf Course Property Owner if such signs affect the Golf Club.

Section 3.9 - Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Declaration of the Hollows or the Master Declaration to the contrary, so long as construction and sale of Living Units and the sale of memberships in the Golf Club shall continue, it shall be expressly permissible for Builder to maintain and carry on upon portions of the Hollows Common Areas such facilities and activities as, in the sole opinion of Builder, may be reasonably required, convenient, or incidental to the construction or sale of Living Units and memberships in the Golf Club, including, but not limited to, Administrative/customer services, construction officer/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Builder, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Builder, as models and sales offices. Builder further reserves the right for itself and its successors, assigns, contractors, material supplies and other performing work and furnishing materials to construct Living Units and other improvements upon the Hollows to conduct business and carry on construction/site development activities during business hours that are customary within the

Northeastern Ohio area. This Section may not be amended or modified without the express written consent of the Builder.

Section 3.10 - Maintenance Easement

There is hereby reserved for the benefit of the Association of the Hollows and its agents, employees, successor, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Vacant Sublot, upon the unimproved portions of the Living Unit Lots and upon any Hollow Green Space for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Hollows provided that such easements shall not impose any duty or obligation upon Builder or the Association of the Hollows or the Master Association to perform any such actions; and provided, further, that in the exercise of its rights hereunder the Association of the Hollows and the Master Association shall be entitled to be reimbursed by such Owner.

Section 3.11 - Environmental Easement

There is hereby reserved for the benefit of Builder, the Association of the Hollows, the Master Association, the Golf Course Property Owner and their respective agents, employees, successors, and assigns, an alienable, transferrable, and perpetual right and easement on, over, and across all Vacant Sublots, all unbuilt portions of Living Unit Lots, Common Areas and Hollows Green Space for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Master Board, the Design Review Committee of the Master Association, the Golf Course Property Owner or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain any designated "wetland" areas.

Section 3.12 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Hollows for the easement rights granted or reserved under Sections 3.1, 3.2, 3.7(f) and 3.8 are definable within specific areas, the Builder or the Association of the Hollows (with the Builder's prior written consent) so long as Builder is a Class "B" member shall have the right (but not the obligation), to (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Hollows to meet the requirements of the Township, the County and other public authorities having jurisdiction over the same. The Builder, the Association of the Hollows or the Master Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.13 - Easements to Run With the Lands

All easements and rights described herein are easements appurtenant to the Hollows (including the Living Units) and the Common Areas and the Hollows Green Space, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Builder, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee or other Person having an interest in the Hollows, or any part or portion thereof and to the benefit of the

Golf Course Property Owner with respect to those easements and rights specifically created herein for the benefit of the Golf Course Property Owner and the Golf Club. Reference to the easements and rights described in any part of this Declaration of the Hollows, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration of the Hollows for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of the Hollows as fully and completely as though such easements and rights were recited as set forth in their entirety in such document.

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyance of Hollows Common Areas

Builder shall convey the Hollows Common Areas to the Association of the Hollows. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the Master Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Builder shall cause such Hollow Common Areas to be released from any mortgage encumbering the same or shall cause the mortgagee of such areas to subordinate its mortgage on such areas in favor of this Declaration of the Hollows. The Association of the Hollows shall hold title to said parcels subject to the provisions of this Declaration of the Hollows. The Golf Course Property is not a Hollows Common Area.

Section 4.2 - Use of Hollows Common Areas

Any Owner may delegate, in accordance with the Code of the Association of the Hollows and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Hollows Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V
THE ASSOCIATION OF THE HOLLOW OF FOX MEADOW, INC.

Section 5.1 - Existence

The Association of the Hollows of Fox Meadow, Inc. ("Association of the Hollows" or "Hollows Association") is an Ohio not-for-profit corporation. The Builder, all Owners of Vacant Sublots and all Owners of Living Units at the Hollows shall be members of the Association of the Hollows.

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Association of the Hollows is and shall be divided into

two (2) classes:

(1) Class "A" Membership. Each Owner of a Living Unit (including, without limitation, the Builder if the Builder is the record titleholder of a Living Unit), and each Vacant Sublot Owner shall automatically be a Class "A" Member of the Association of the Hollows. The Class "A" Membership is appurtenant to the ownership of each Living Unit and each Vacant Sublot and shall not be separable from the ownership of any Living Unit or Vacant Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit or Vacant Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association of the Hollows with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Living Unit owned.

(2) Class "B" Membership. The Builder shall automatically be the sole Class "B" Member of the Association of the Hollows.

(b) Voting Rights

(1) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Living Unit and each Vacant Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Living Unit and for each Vacant Sublot. The vote for each Living Unit and Vacant Sublot may be exercised by the Vote of the Owner of each Living Unit and Vacant Sublot.

In any situation where a Member is entitled to exercise a vote and more than (1) Person holds the interest in such Living Unit or Vacant Sublot required for membership, the vote for such Living Unit or Vacant Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the vote of the Living Unit or the Vacant Sublot shall be suspended if more than one (1) Person seeks to exercise it.

(2) Class "B" Member. The Class "B" Member shall be the Builder. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration of the Hollows and the Code of the Hollows, are specified elsewhere in the Declaration of the Hollows and the Code of the Hollows. The Class "B" Member shall be the sole Trustee during the Class "B" Control Period, as specified in Article III, Section 2 of the Code of the Hollows. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of the Hollows and any committee as provided in Article III, Section 3, of the Code of the Hollows. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Code of the Hollows.

Section 5.3 - Board and Officers of the Association of the Hollows

The Trustees of the Board of the Hollows and the Officers of the Association of the Hollows shall be elected as provided in the Code of the Hollows and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and the Code of the Hollows, except as otherwise specifically provided.

Section 5.4 - Rights of the Association of the Hollows

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration of the Hollows, and in addition to any right the Master Association shall create pursuant to the Master Declaration or in law, the Association of the Hollows shall have the right:

(a) To borrow money from time to time for the purpose of improving the Hollow Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association of the Hollows in accordance with its Articles and Code of the Hollows and subject to the provisions of this Declaration of the Hollows.

(b) To take such steps as are reasonably necessary to protect the Hollows Common Areas from foreclosure.

(c) To convey the Hollows Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of a majority of the Class "A" Members and the vote of the Class "B" Member; provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration of the Hollows; and provided further that such successor complies with the requirements of the Township's Zoning Resolution and that the conveyance is approved by the Township's Trustees.

(d) To enter or authorize its agents to enter on or upon the Hollows, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association of the Hollows is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association of the Hollows.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Hollows.

ARTICLE VI RESPONSIBILITIES OF THE ASSOCIATION OF THE HOLLOWS

The Association of the Hollows shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of the Hollows Areas of Common Responsibility

The Association of the Hollows shall maintain the Hollows Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration of the Hollows. The Association of the Hollows shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association of the Hollows under this Article shall be performed in a good and workmanlike manner. The following are included among such Hollows Areas of Common Responsibility:

(a) Entranceway Areas. To operate, and to maintain, repair and replace, any now-

existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Hollows from public or private roads, together with all associated landscaping and other related facilities such as gatehouses, irrigation systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps, provided, however, that the Golf Course Property Owner (and not the Master Association or the Association of the Hollows) shall maintain the Golf Club Entrances. The Association of the Hollows shall also pay or reimburse the Builder of the Hollows for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association of the Hollows shall hold title to such areas and the improvements thereon that are the Association's responsibility to maintain.

(b) Perimeter Fences and Walls. To maintain, repair and replace all fences and walls, if any, situated at or near the perimeter of the Hollows.

(c) Berms Along Public Roads, Median Strips and Cul-de-Sacs. With respect to the berms (including berms within public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Hollows to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition; and with respect to landscaping, irrigation systems and other improvements within median strips and cul-de-sacs (including median strips and cul-de-sacs within public rights-of-way) to maintain the same in a good and attractive condition.

(d) Street Lighting. With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system which are now or hereafter installed by or at the direction of Builder or the Association of the Hollows (with the approval of the Township and/or the County) in the median strips of or in the rights-of-way of any portion of any roads, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

(e) Security. To provide such security for the Hollows as the Association of the Hollows may from time to time deem desirable, in such fashion as the Association of the Hollows may from time to time determine, including, but not limited to, if the Association of the Hollows shall deem the same desirable, the maintenance of guards and gatehouses. The Association will strive to maintain the Hollows at Fox Meadow as a safe, secure residential environment. **HOWEVER, NEITHER THE ASSOCIATION OF THE HOLLOWS NOR THE BUILDER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR BY REASON OF THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION OF THE HOLLOWS, THE BOARD OF THE HOLLOWS, THE BUILDERS, AND ANY COMMITTEES ESTABLISHED HEREUNDER, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO LIVING UNITS, AND TO THE CONTENTS OF LIVING UNITS AND FURTHER ACKNOWLEDGE THAT BUILDER HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN BY THE ASSOCIATION OF THE HOLLOWS.**

(f) Drainage System. To maintain all lakes, ponds, canals, piping, culverts, drains,

and other facilities now or hereafter situated upon any portion of the Hollows which are intended for the collection, retention, detention, transmittal or disposal of stormwater (other than gutters, downspouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The Golf Club Property Owner shall be responsible for maintenance of the portion of drainage facilities situated within the Golf Course Property and "wetland" areas (if any) that are situated in whole or in part within the Golf Club Property.

(g) Hollows Common Areas. To maintain the Hollow Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association of the Hollows shall also pay for any real estate taxes and assessments assessed with respect to any such Hollows Common Areas. The obligations set forth in this subsection shall be deemed to run with and burden the Association of the Hollows by its acceptance of a deed and title to the Hollows Common Areas.

(h) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of the Hollows which are for the general benefit of the Hollows and which comply with the requirements of the Township and other governmental authorities having jurisdiction.

(i) Right of Association of the Hollows to Contract with Golf Club. The Association of the Hollows is authorized to contract with the Golf Club for the maintenance of some or all of the Hollows Areas of Common Responsibility.

(j) Rubbish Removal. The Association of the Hollows may (but is not obligated to) provide rubbish removal services, the cost of which services shall be a Common Expense. At the present time it is not contemplated that the Association of the Hollow will provide rubbish removal services.

(k) Township and County Not Obligated. If the Association of the Hollows is dissolved or otherwise ceases to function, the Township or County shall have the right, but not the obligation, to provide those municipal services to Living Units situated within the Hollows that are provided by the township or County to homes situated on publicly dedicated streets. In no event, however, is the Township or County obligated to provide such services (except for fire, police, ambulance and other emergency services that are provided by the Township or County for all residents of the Township) to the residents of the Hollows, or to otherwise perform the functions of the Association of the Hollows under this Declaration of the Hollows.

Section 6.2 - The Hollows - Maintenance

The Association of the Hollows having responsibility for maintenance of all or any portion of the property within the Hollows shall perform such maintenance responsibility in a manner consistent the Community-Wide Standard.

Section 6.3 - Taxes and Assessments

The Association of the Hollows shall pay all taxes and assessments levied against portions of the Hollows (including Hollows Common Green Space) owned by the Association of the Hollows or levied against the Hollows Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority.

Section 6.4 - Utilities

The Association of the Hollows shall pay all charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association of the Hollows. All such utility services shall be contracted for, metered and billed by and through the Association of the Hollows.

Section 6.5 - Insurance

(a) Insurance. The Board of the Hollows, or the duly authorized agent of the Association of the Hollows, shall have the authority to and shall obtain insurance for all insurable improvements on the Hollows Common Areas (unless the Association of the Hollows contracts with the Master Association for such insurance coverage) against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of the Hollows shall also obtain a public liability policy covering the Hollows Common Areas (unless the Association of the Hollows contracts with the Master Association for such insurance), the Association of the Hollows and its Members for all damage or injury attributable to any acts or omissions of the Association of the Hollow or any of its Members or agents. The public liability policy shall have a limit of at least one Million Dollars (\$1,000,000.00) for bodily injury (including death) and property damage.

Premiums for all insurance on the Hollow Common Areas shall be a Common Expense of the Association of the Hollows. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total loss or damage.

The cost of insurance coverage obtained by the Hollows Association shall be included in the Hollows Assessments.

All such insurance coverage obtained by the Board of the Hollows shall be written in the name of the Association of the Hollows of Fox Meadow, Inc. as trustee for the respective benefitted parties, as further identified in (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(ii) All policies on the Hollows Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear. All policies secured at the request of the Hollows shall be at the expense of the Hollows for the benefit of the Hollows, if any, the owners within the Hollows and their mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Association of the Hollows shall be vested in the Board of the Hollows, provided, however, no

mortgagee having interest in such related losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board of the Hollows hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

(v) All casualty insurance policies shall have an "inflation guard" endorsement, if reasonably available, and an "agreed amount" endorsement if reasonably available with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Northeast Ohio area.

(vi) The Board of the Hollows shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Board of the Hollows, its manager (if any), the Owners, and their respective tenants, servants, agents, and guests;

(B) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(C) that no policy may be canceled, invalidated, or suspended on account of the conduct of any member, officer, or employee of the Board or Association of the Hollows or its duly authorized manager without prior demand in writing delivered to the Association of the Hollows to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association of the Hollows, its manager, any Owner, or mortgagee;

(D) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration;

(E) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association of the Hollows; and

(F) directors (trustees) and officers liability coverage, if reasonably available.

In addition to the other insurance required by this Section, the Board of the Hollows shall obtain, if and to the extent necessary, as a Common Expense, workers' compensation insurance, and a fidelity bond or bonds on Board Members, officers, employees, and other persons handling or responsible for the funds of the Association. The amount of fidelity coverage shall be determined in the best business judgment of the Board of the Hollows, but may not be less than three (3) months' assessments, plus reserved on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association of the Hollows.

(b) Individual Insurance. By virtue of taking title to a Living Unit subject to the terms of this Declaration of the Hollows, each Owner covenants and agrees with all other Owners and with the Association of the Hollows that each individual Owner shall carry blanket all-risk casualty

insurance on the Living Units and structures constructed thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed the Individual Owner shall be required to promptly rebuild or reconstruct the structure in a manner consistent with the original design and construction.

(c) Disbursement of Proceeds of insurance policies shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Hollows Common Areas or, in the event no repair or reconstruction is made, after making such settlement, shall be retained by and for the benefit of the Association of the Hollows and placed in a capital improvements account.

(i) If it is determined, as provided for in Subsection (a) of this Section, that the damage or destruction to the Hollows Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Subsection (c)(i) above.

(d) Damage and Destruction

(i) Immediately after the damage or destruction by fire or other casualty to property covered by insurance written in the name of the Association of the Hollows, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damage or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty.

(ii) Any damage or destruction to the Hollows Common Areas shall be repaired or reconstructed unless the Class "B" Member and at least seventy-five percent (75%) of the Class "A" Members by Personal Vote shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association of the Hollows within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Hollows Common Areas so damaged or destroyed shall be repaired or reconstructed. Notwithstanding the foregoing, damage or destruction to any utility, including any sewer plant or sewage lift station, or other utility serving the Hollows shall, in any event, be repaired and/or reconstructed by the Association of the Hollows.

(iii) In the event that it should be determined by the Association of the Hollows in the manner described above that the damage or destruction of the Hollows Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event such property shall be restored to its natural state and maintained as an undeveloped portion of the Hollows Common Areas by the Association of the Hollows in a neat and attractive condition.

(e) **Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of the Hollows shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Living Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 6.6 - Management

The Association of the Hollows shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association of the Hollows shall establish and maintain such policies, programs, and procedures to fully implement this Declaration of the Hollows for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association of the Hollows may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board of the Hollows may designate a different managing agent with whom the Association of the Hollows shall enter into an agreement after the end of the then existing management agreement; and
- (d) The management agreement may be with an entity owned by or associated with Builder or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of the Builder, and may be for a period of time not to exceed three (3) years, in Builder's sole discretion.

Section 6.7 - Upgrading

The Association of the Hollows shall continuously attempt to upgrade the Hollows Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Association of the Hollows is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

Section 6.8 - Enforcement

The Association of the Hollows shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.9 - Rules and Regulations

The Association of the Hollows, through the Board of the Hollows, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board of the Hollows shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association of the Hollows. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association of the Hollows, through the Hollows Board, may, by contract or other agreement, enforce Township ordinances or request the Township or other governmental authority having jurisdiction to enforce ordinances of the Property for the benefit of the Hollows Association and its Members. This Section shall in no way impair or prohibit the Township or other governmental authority from enforcing their ordinances and other regulations.

Section 6.10 - General

The Association of the Hollows shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 6.11 - Builder's Rights

During the Class "B" Control Period, the Builder shall exercise all or any of the powers, rights, duties and functions of the Association of the Hollows, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Builder's blanket policy (if any), the right to perform each duty and obligation of the Association of the Hollows set forth herein, the right to collect assessments and disburse all funds of the Association of the Hollows, and the right to have a lien (and to foreclose said lien) on a Living Unit and on a Vacant Sublot for unpaid assessments in the manner and to the extent granted to the Association of the Hollows as herein provided.

Section 6.12 - Compliance with Zoning Resolution of Montville Township, Medina County, Ohio with Respect to the Hollow Green Space of the Hollows at Fox Meadow

The following provisions are being imposed upon the Hollows at Fox Meadow in order to comply with the Township's Zoning Resolution.

(a) Any land set aside for the Hollows and not utilized for the actual construction of Living Units will be dedicated to Hollows Green Space. The Hollows Green Space shall be controlled by the Association of the Hollows. Membership in the Association of the Hollows is mandatory for Owners of Living Units and Sublots. The Hollows Green Space referred to in this Section does not include any streets, non-recreational buildings or individually-owned land. Each Living Unit within the Hollows will be designed to abut Hollows Green Space.

(b) Hollows Green Space areas may be improved with appropriate recreation facilities and structures, such as tennis courts, pools, pavilions or other recreation features, subject to the terms of the Master Declaration and approval by the Township's Board of Zoning Appeal.

(c) Significant natural amenities, such as outcroppings, tree stands, ponds, ravines and stream channels will be left in their natural state and considered part of the required Hollows Green Space.

(d) The Hollows Green Space and the adjacent circulation system have been designed to limit through traffic on local streets. Any Hollows Green Space developed as a major activity center such as a swimming pool or recreation center will be located on a thoroughfare designed to accommodate the resulting traffic volume.

(e) No portion of the Hollows Green Space will have a dimension of less than fifty (50) feet, unless it is used as a connecting green space link, subject to modification by the Township's Board of Zoning Appeals for smaller sections which are particularly designed and meet the objective of this Section.

(f) This Declaration of the Hollows hereby conveys to the Township and other appropriate governmental bodies the right of entrance to the Hollows Green Space and recreation facilities encompassed by the Hollows Green Space for emergency purposes or in the event of nonperformance of maintenance or improvements affecting the public interest. Such governments have the right, after proper notice, to make improvements and perform maintenance functions. In addition, the Township shall have the right to proceed against the Association of the Hollows and its Members for reimbursement of said costs in accordance with Section 8.9 hereof. Advance notice is not necessary for emergency entrance onto such Hollows Green Space.

ARTICLE VII COVENANTS AND RESTRICTIONS

The intent of this Declaration of the Hollows is to cause the Hollows to be kept and maintained as a high quality residential golf club community. Therefore, the covenants and restrictions provided in this article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association of the Hollows, acting through its Board, shall have standing and the power to enforce these standards.

The Association of the Hollows, acting through the Board of the Hollows, shall have authority to make and to enforce standards and restrictions governing the use of the Hollows in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner and the Association of the Hollows, shall keep and maintain the property owned, leased to or controlled by or in the possession of such person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property maintenance in a golf course residential community. As provided in Section 7.23 hereof, each Owner shall be obligated to pay the costs incurred by the Association of the Hollows for repairing, replacing, maintaining or cleaning any

items which are the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Hollows at any time.

Section 7.3 - Fences, Walls and Hedges

Every effort must be made to retain the feeling of open space. Attempts to establish property lines through individual fencing or shrubbery are prohibited. No wall or fence shall be constructed or maintained on any Lot.

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Hollows (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. Loud speakers that cause a hazard or annoyance shall not be permitted. The Board of the Hollows shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Hollows (including the Living Units situated thereon) without the approval of the Board of the Hollows, except that dogs, cats, birds and other customary household pets approved by the Board of the Hollows may be kept, subject to Rules adopted by the Board of the Hollows, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Hollows upon three days' written notice from the Board of the Hollows. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. The Rules may limit the number of pets which may be kept in any one Living Unit. The Board of the Hollows shall have absolute power to prohibit a pet from being kept on the Hollows or within a Living Unit if the Board of the Hollows finds a violation of this Section.

Section 7.6 - Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property. "For Rent" and "For Sale" signs are prohibited. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to the Builder or real estate company authorized by Builder.

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Hollows, except normal residential accumulation

pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Board of the Hollows. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Hollows. Anything herein to the contrary notwithstanding, the Association of the Hollows or the Board of the Hollows may adopt a rule or Rules which permit burning, incineration or storage of refuse or trash if the same become reasonably necessary to the safety, health or welfare of the Occupants, and is permitted by law.

Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Hollows; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupancy and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board of the Hollows first obtained. Such approval may be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit; (b) the business activity conforms to all zoning requirements for the Hollows; (c) the business activity does not involve persons coming onto the Hollows who do not reside in the Hollows except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Hollows; and (e) the business activity is consistent with the residential character of the Hollows and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Hollows, as may be determined in the sole discretion of the Board of the Hollows). The Board of Hollows may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Living Unit by the Builder or any Owner; the right of the Builder or the Board of the Hollows (or a firm or agent employed by the Builder or Board of the Hollows) to approve commercial activities such as charity events, sporting events requiring admission, temporary food and beverage operations and brokerage offices for sales of Vacant Sublots for the new sales of Living Units and resales of Living Units.

Section 7.9 - Storage of Vehicles and Machinery; No Parking on Dedicated Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Hollows, except in the confines of garages. No machinery of any kind shall be placed or operated upon any portion of the Hollows except such machinery which is customarily required for the maintenance of the Hollows, related improvements, lawns and landscaping. Such permitted machinery shall be stored in garages and maintenance buildings approved by the Design Review Committee of the Master Association. Furthermore, on-street parking of motor vehicles shall be in accordance with the Township's Zoning Resolution and County Requirements, if any.

Section 7.10 - Firearms: Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Hollows, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Hollows or Golf Course Property, or except with the prior written approval of the Board of the Hollows.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Hollows or on the public right-of-way adjoining any portion of the Hollows for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Hollows.

Section 7.12 - Traffic Regulations: Golf Carts

All vehicular traffic on dedicated roads shall be subject to the provisions of the laws of the State of Ohio, the County, and the Township concerning operation of motor vehicles on public streets. All vehicles of any kind and nature which are operated on the Hollows shall be operated in a careful, prudent, safe, and quiet manner.

Section 7.13 - Poles, Wires, Antennae and Satellite Dishes

Subject to applicable easement rights, no facilities, including poles, antennae, satellite dishes, transmitters, receivers, and wires, for the transmission or receipt of electricity, telephone messages, ham radio messages, television or radio and the like shall be erected or placed upon any building, structure or Lot. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 7.14 - Exterior Appearance and Lights on Exterior of Residences

The exterior of any building or structure on the Hollows shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Board. The type and location of mailboxes shall be prescribed by the Board.

Section 7.15 - Grading

No Person shall change the grade on any portion of the Hollows without first obtaining the consent of the Board.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Hollows. The Township or other governmental authority having jurisdiction and the Golf Course Hollows Owner shall have the right to enter upon the Hollows Common Areas of the Hollows to repair and maintain all storm, drainage, courses, ditches, structures and

appurtenances, including, without limitation, the Lake and ponds within the Property, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the Golf Course Property and to other property within the Township.

Section 7.17 - Resubdivision of Lots

No subplot shall be subdivided or its boundary lines changed except with the proper written approval of the Board of the Hollows or except as expressly authorized herein. Builder, however, hereby expressly reserves the right to replat any lot or lots owned by Builder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7.18 - Golf Course Property

Owners of Living Units and Vacant Sublots adjacent to the Golf Course Property, as well as their families, tenants, guests, invitees and pets, and users of the Hollows Common Areas or Hollows Green Space, adjacent to the Golf Course Property shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments running or walking on the Golf Course, picking up balls, or similar interference with play.

Section 7.19 - Use of Golf Course Property

Memberships authorizing use of the Golf Course Property are being offered by the Golf Club in accordance with the Plan for the Offering of Memberships in Fox Meadow Golf and Country Club (the "Membership Plan"), as it may be amended from time to time. Use of the Golf Course Property is only available to members guests and invitees of the Golf Club. Owners and other persons who do not own property in the Hollows at Fox Meadow may apply for membership in the Golf Club in accordance with the terms and conditions of the membership Plan. Ownership of a Living Unit or other property within the Hollows of Fox Meadow and membership in the Association of the Hollows does not give to any Owner any vested right or easement, prescriptive or otherwise, to enter or use the Golf Course Property and does not grant any ownership or membership interest in the Golf Club or Golf Course Property.

Section 7.20 - Use of the Name "The Hollows of Fox Meadow"

No Person shall use the words "The Hollows of Fox Meadow" or any derivative thereof in any printed or promotional material without the prior written consent of Builder. However, Owners may use the name "The Hollows of Fox Meadow" in printed and promotional material where such words are used solely to specify that particular property is located within "The Hollows of Fox Meadow".

Section 7.21 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the Association of the Hollows agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or

improvement within the Hollows or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 7.22 - Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, the Builder (as long as the Builder is a Class "B" Member of the Association of the Hollows) or the Board of the Hollows and/or the Design Review Committee shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Builder and/or the Association of the Hollows shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Builder and/or the Association of the Hollows shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association of the Hollows and Builder contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), together with attorney's fees, paralegal's fees and other costs of such actions. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code of the Hollows entitled "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association of the Hollows and/or Builder for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligation of any Occupant of such Owners' property.

Section 7.23 - Restrictions of Other Documents

Nothing contained in these Covenants and Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration of the Hollows, restrictions imposed on the Hollows and restrictions imposed in deeds conveying the Hollows or portions thereof so long as such restrictions are not inconsistent with Community-Wide Standards created by the Master Association, or the Association of the Hollows or adopted by the Board of the Hollows.

Section 7.24 - Certificate of Compliance with Restrictions

Upon the conveyance of a Living Unit or an interest therein, the grantor shall have the right

to request the Association of the Hollows, to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board of the Hollows, nor such officer or agent shall have any liability to the grantor, grantee or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association of the Hollows may require the advance payment of a processing fee in the amount established by the Association of the Hollows for the issuance of the Certificate of Compliance.

ARTICLE VIII ASSESSMENTS

Section 8.1 - Definition of Assessments

As used in this Declaration of the Hollows, Assessments shall mean all of the costs and expenses incurred by the Hollows Association in the exercise of its obligations with respect to the Hollows Areas of Common Responsibility, including, without limitation:

- (a) All expenditures required to fulfill the responsibilities of the Association of the Hollows;
- (b) All amounts incurred in collecting Assessments, including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board of the Hollows shall have the discretion to expend whatever is necessary to mitigate such loss.
- (e) Such other costs, charges and expenses which the Association of the Hollows determines to be necessary and appropriate within the meaning and spirit of this Declaration of the Hollows.

Section 8.2 - Responsibility for Payment of Assessments

The Builder or the Board of the Hollows shall prepare or cause the preparation of an annual operating budget for the Association of the Hollows and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Living Unit, and each Vacant Sublot Owner. Payment of Assessments shall be on an annual basis or on another basis established by the Board of the Hollows.

- (a) The Assessments during the Subsidy Period shall be shared as follows:
 - (i) Initial Share of Assessments. The Assessments to be paid by the Owner of each Living Unit and Vacant Sublot shall be in an equal amount. During the Subsidy Period the Assessments per Living Unit and per Vacant Sublot shall be the following amounts:

Calendar Year	<u>Full Year</u>	<u>Half Year</u>
	Assessment Per Living Unit and Vacant Lot acquired between January 1 and June 30	Assessment Per Living Unit and Vacant Lot acquired between July 1 and December 31
1995	\$600	\$300
1996	\$625	\$313
1997	\$650	\$325

If a Living Unit or Vacant Sublot is acquired from the Builder between January 1 and June 30 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through escrow the Full Year Assessment. If such Living Unit or Vacant Sublot is acquired between July 1 and December 31 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through escrow the Half Year Assessment.

(ii) Share of Owners of Two or more Sublots. If an Owner acquires two (2) or more Sublots and has a Living Unit constructed on one (1) or more of the lots, such Owner shall pay an Assessment for each Sublot as originally platted.

(iii) Share of the Builder. During the Subsidy Period Builder shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units and Vacant Sublots as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association of the Hollows is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Builder or other entities for the payment of some portion of the Common Expenses during the Subsidy Period.

(b) Rate of Assessments After the Subsidy Period. After the Subsidy Period, the amount of the annual Assessment attributable to the Living Units and the Vacant Sublots shall be established as of January 1 of each year and shall be payable by January 10 of each year. If a Living Unit or Vacant Sublot is acquired from the Declarant between January 1 and June 30 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through Escrow the Full Year Assessment. If such Living Unit or Vacant Sublot is acquired between July 1 and December 31 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through escrow the Half Year Assessment.

Section 8.3 - No Exemption for Non-Use of Facilities; No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Hollows Common Areas that are owned and/or operated by the Association of the Hollows. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association of the Hollows with respect thereto.

Section 8.4 - Creation of Lien and Personal Obligation

Each Owner acquiring a Living Unit or Vacant Sublot covenants and agrees by acceptance of the deed to such Living Unit or Vacant Sublot whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association of the Hollows all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such

Assessment. In the event that the Assessment is not paid by the tenth (10th) day after which it is due, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as hereinafter defined in Section 10.3 hereof shall, upon "Perfection" as provided in Section 9.1, become a continuing lien upon the interest of such Person in his Living Unit or Vacant Sublot, as the case may be, and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit or a Vacant Sublot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association of the Hollows with respect to said Living Unit or Vacant Sublot.

Section 8.5 Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure on the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 8.6 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association of the Hollows, shall be entitled to a statement from the Trustees of the Board of the Hollows or an officer of the Association of the Hollows setting forth the amount of all unpaid Assessments due the Association of the Hollows with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The Statement referred to herein may be included in the Certificate of Compliance with Restrictions referred to in Section 7.25 of this Declaration. The Association of the Hollows may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article IX.

Section 8.7 - Additional Assessments

After the Subsidy Period, if the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association of the Hollows, the Association of the Hollows shall, at such time as it deems it necessary and proper, levy an additional assessment (the "Additional Assessment") against the Living Unit Owners and the Vacant Sublot Owners. Each such Owner shall pay a share of each such Additional Assessment determined in accordance with Section 8.2 hereof as if the Additional Assessment were part of the original Assessment.

Section 8.8 - Exempt Property

Except as provided in Section 6.13 and 6.14 hereof, the Hollows Common Areas and Hollows Green Space shall be exempt from payment of Assessments, Additional Assessments, Hollows Area Assessments and Neighborhood Assessments.

Section 8.9 - Township's Right to Collect Assessments

The Township shall have the right to proceed against the Association of the Hollows for reimbursement of costs expended by the Township pursuant to Section 6.12 hereof; in which event the Association of the Hollows, as the case may be, shall collect Assessments from their respective members to reimburse the Township for such costs. If the Hollows Association fails to so collect Assessments from their respective member and remit such Assessments to the Township, the Township shall have the right to proceed against the Hollows Association to collect said Assessments. In addition, the Township shall have the rights accorded said associations to collect the costs expended by the Township pursuant to Section 6.12 hereof directly against the members of said associations, including the right to file liens against the Living Units and Vacant Sublots of such members.

ARTICLE IX LIENS

Section 9.1 - Perfection of Lien

If any Owner or a Builder shall fail to pay an Assessment or Additional Assessment, levied in accordance with this Declaration of the Hollows (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment, Additional Assessment, is delinquent, or if an Owner or a Builder shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code of the Hollows, the Board of the Hollows may authorize the perfection of a lien on the Ownership Interest of the Delinquent and/or violating Owner or Builder by filing for record with the Recorder of Medina County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner or Builder.
- (b) A description of the Ownership Interest of the delinquent Owner or Builder.
- (c) The entire amount claimed of the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 11.2 and Section 11.3).
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 9.2 - Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a Certificate of Lien prior to the expiration of the five (5) year period referred to above.

Section 9.3 - Priority

A lien perfected under this Article IX shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgagees which have been heretofore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association of the Hollows after authorization from the Board of the Hollows. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Builder's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association of the Hollows to the extent of its lien.

Section 9.4 - Dispute as to Assessment

The Builder or any Owner who believes that an Assessment levied by the Association of the Hollows against him for which a Certificate of Lien has been filed by the Association of the Hollows has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 15.9 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 9.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association of the Hollows for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 9.6 - Personal Obligations

The obligations created pursuant to this Article IX shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representative, successors and assigns of such delinquent Owner.

ARTICLE X
REMEDIES OF THE ASSOCIATION

Section 10.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment or Additional Assessment, when due, such Owner and the Occupants of any and all Living Units of such Owner or the Owner or Builder of a Vacant Sublot shall not be entitled to vote on matters of the Association of the Hollows at Fox Meadow until said Assessment or Additional Assessment is paid in full.

Section 10.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code of the Hollows, shall give the Association of the Hollows and the Builder the right, in addition to all other rights set forth herein and provided by law, (a) to enter

upon the Living Unit or Vacant Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Builder of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Cluster Declaration, the Code of the Hollows, or the Rules, and the Association of the Hollows, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association of the Hollows or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of the Hollows of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 10.3 hereof.

Section 10.3 - Cost of Collection

If any Owner fails to pay any Assessment or Additional Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association of the Hollows may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity.

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon at the rate of twelve percent (12%) per annum (but in no event shall said interest rate exceed the highest interest rate chargeable to individuals under applicable law) and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association of the Hollows may assess against such Owner, liquidated damages, not to exceed fifteen percent (15) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board of the Hollows provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association of the Hollows, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".

(c) Foreclose a lien filed in accordance with Article IX of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 10.4 - Binding Effect

The remedies provided in this Article X against a Delinquent Owner or Builder may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Builder, except as specifically provided in Section 9.6 of this Declaration.

ARTICLE XI NO PARTITION

Except as is permitted in this Declaration or in any amendments thereto, there shall be no physical partition of the Hollows Common Areas or any part thereof, nor shall any person acquiring any interest in the Hollows or any part thereof seek any such judicial partition. This

Article shall not be construed to prohibit the Board of the Hollows from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XII CONDEMNATION

Whenever all or any part of the Hollows Common Areas shall be taken (or conveyed in lieu of an under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association of the Hollows shall give each Owner notice thereof. The award made for such taking shall be payable to the Association of the Hollows as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Hollows Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Builder (so long as the Builder is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Association of the Hollows shall otherwise agree by vote, the Association of the Hollows shall restore or replace such improvements so taken on the remaining land included in the Hollows Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of the Hollows. If such improvements are to be repaired or restored, the provisions in Section 6.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Hollows Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association of the Hollows and used for such purposes as the Board of the Hollows shall determine in its sole and absolute discretion.

ARTICLE XIII MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Vacant Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code of the Hollows. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration of the Hollows for specific actions.

Section 13.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Association of the Hollows (such request to state the name and address of such holder, insurer, or guarantor and the address of the Living Unit or Vacant Sublot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association of the Hollows;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such

delinquency has continued for a period of sixty (60) days;

(d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association of the Hollows; or

(e) any proposed action which would require the consent of Eligible Mortgage Holders, as required in Section 14.2 and 14.3 of this Article.

Section 13.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

(a) Any restoration or repair of the Hollows following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specification unless the approval of the Eligible Holders of first mortgages on Living Units to which at least fifty-one (51%) of the votes of Living Units and Vacant Sublots and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Association of the Hollows after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Living Units and Vacant Sublots of at least fifty-one percent (51%) of the votes of Living Units and Vacant Sublots, and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 13.3 - Amendments to Documents

The following provisions apply to amendments to the constituent documents or termination of the Association of the Hollows made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

(a) The consent of at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders on Living Units and Vacant Sublots to which at least sixty-seven percent (67%) of the votes of Living Units and Vacant Sublots subject to a mortgage appertain, shall be required to terminate the Association of the Hollows.

(b) The Vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders on Living Units and Vacant Sublots to which at least fifty-one percent (51%) of the votes of Living Units and Vacant Sublots subject to a mortgage appertain, shall be required to materially amend any provisions of this Declaration, Code of the Hollows, or Articles of Incorporation of the Hollows, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) Assessments, Additional Assessments, assessment liens, or subordination of such liens;

- Area;
- (iii) reserves for maintenance, repair, and replacement of the Hollows Common Area;
 - (iv) insurance for fidelity bonds;
 - (v) rights to use of the Hollows Common Areas;
 - (vi) leasing of Living Units;
 - (vii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit;
 - (viii) establishment of self-management by the Association of the Hollows where professional management has been required by an Eligible Mortgage Holder; or
 - (ix) any provisions included in this Declaration, Code of the Hollows, or Articles of Incorporation of the Hollows which are for the express benefit of Eligible Mortgage Holders on Living Units and Vacant Sublots.

Section 13.4 - Special Federal National Mortgage Association Provisions

So long as required by the Federal National Mortgage Association, the following provisions shall apply to this Declaration:

(a) Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Hollows Association and by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the provisions governing the following would be considered as material: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens; (iii) reduction in reserves for maintenance, repair, and replacement of Hollows common areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the general or Hollows common areas or rights to their use; (vi) redefinition of any Living Unit boundaries; (vii) convertibility of Living Units into common areas or vice versa; (viii) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of units; (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit; (xii) a decision by the Association of the Hollows of a project that consists of fifty (50) or more Living Units to establish self-management if professional management had been required previously by the project documents or by an Eligible Mortgage Holder; (xiii) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or (xiv) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

(b) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Hollows Association and by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of the Unit estates that are subject to mortgages held by Eligible Mortgage Holders.

(c) Termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property must be agreed to by the eligible Mortgage Holders that represent at least sixty-seven percent (67%) of the votes of the mortgaged Living Units. However, implied approval may be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(d) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

Section 13.5 - Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association of the Hollows shall not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Hollows owned by the Association of the Hollows (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the property shall not be deemed a transfer); (ii) change the method of determining the obligations, Assessments, due or other charges which may be levied against an Owner; (iii) change the method of allocating hazard insurance proceeds or condemnation awards; (iv) fail to maintain fire and extended coverage insurance as required by this Declaration; or (v) use hazard insurance proceeds for any Hollows Common Areas losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Hollows Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association of the Hollows.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 - Covenants Run With the Property: Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Hollows that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for

himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate this Declaration by Reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 14.2 - Duration

Unless sooner terminated as hereinafter provided, the Covenants, Conditions and Restrictions of this Declaration shall continue for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless terminated by an instrument signed by: (i) Members (individually and not voting Members) entitled to exercise not less than seventy-five percent (75%) of the Class "A" Members; (ii) the Class "B" Member; and (iii) the Township.

Section 14.3 - Notices

Any notices required to be given to any Person under the provisions of this Hollows Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" or any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Builder shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Builder, Raymond R. Jenny, President, Jenny Construction Company, 19058 Hunt Road, Strongsville, Ohio 44136.

Any notices to the Township pursuant to Section 6.12 hereof shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to the Township at 6665 Wadsworth Road, Medina, Ohio 44256 with a copy to Medina County Prosecutor, 60 Public Square, Medina, Ohio 44256.

Section 14.4 - Enforcement-Waiver

Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association of the Hollows or any one permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.5 - Construction of the Provisions of this Declaration

The Builder or Association of the Hollows, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the

Builder or the Association of the Hollows and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Builder or the Association of the Hollows, as the case may be.

The Association of the Hollows may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association of the Hollows shall take into consideration the best interests of the Builder(s), Owners, Tenants and Occupants to the end that the Hollows of Fox Meadow shall be preserved and maintained as a high quality, residential golf club community.

Section 14.6 - Reservations by Builder - Exempt Property

(a) Builder reserves the right and easement for itself and owners of nearby lands to whom Builder, in Builder's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Hollows (as the Hollows may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon or the Golf Course Property in connection with the development and/or operation of the Hollows. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Builder hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon or the Golf Course Property. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Builder reserves the right to enter into covenants and easements with any utility or public authority which Builder believes, in its sole discretion, to be in the best interests of the development of the Hollows (as the Hollows may be expanded).

(d) Builder reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Hollows (as the Hollows may be expanded by a Subsequent Amendment), owned or controlled by the Builder, notwithstanding any covenant, easement restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Builder reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Vacant Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and

all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Builder prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

Section 14.7 - Assignability by Builder

The Builder, and its successors, shall have the right from time to time to assign all or any part of its rights under this Declaration, provided that the deed or other writing selected by Builder, shall expressly state that the right of Builder shall be assigned. Any such assignment may provide that said assignee shall have the rights of the Builder (other than those rights reserved by the Original Declarant in any such assignment) set forth in this Cluster Declaration with respect to the Living Units and/or real property owned by such designee.

Section 14.8 - Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

Section 14.9 - Arbitration

Unless otherwise provided in this Declaration, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof shall be settled by arbitration in Cleveland, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Section 14.10 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association of the Hollows unless approved by the Vote of seventy-five percent (75%) of the Class "A" Members. This Section shall not apply, however, to (a) actions brought by the Association of the Hollows to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association of the Hollows in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Builder or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.11 - Validity of Mortgages

No violation of any Easement, Covenant or Restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Hollows; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Hollows.

Section 14.12 - Amendment of Declaration of the Hollows at Fox Meadow

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Builder or a successor designated by the Builder is the Owner of a fee simple interest in the Hollows, the Builder shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular provisions, if in its judgment, the development or lack of development of the Hollows requires such modification or waiver, or in its judgment the purposes of the general plan of development of the Living Units and Vacant Sublots will be better served by such modification or waiver; provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or Vacant Sublots or shall prevent a Living Unit or Vacant Sublot from being used by the Owner in the same manner that said Living Unit or Vacant Sublot was used prior to the adoption of said amendment, modification or waiver; and provided, further, that no such amendment, modification or waiver shall be made of Section 6.12 and other sections of this Declaration granting rights to the Township without the prior written consent of the Township first obtained. To modify this Declaration in accordance with this paragraph, Builder shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Builder's request, be executed by the Association of the Hollows and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Builder his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Builder and filed for record with the Recorder of Medina County.

(b) This Declaration may also be amended by Builder or a successor designated by Builder or the Association of the Hollows at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverage for the Association of the Hollows; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, resolution, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing the Hollows of Fox Meadow, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Hollows or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Builder and/or to the Board of the Hollows to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Hollows and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Builder to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Builder shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Builder and shall be effective upon the

filing of the Subsequent Amendment with the Medina County Recorder.

(c) Builder shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Builder in this Declaration.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirming vote of the Class "B" Member and the Vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Mater Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Builder in this Declaration shall not be effective without the prior written consent of Builder; and provided further, that any amendment which would terminate or materially affect the rights of the Township under this Declaration shall not be effective without the prior written consent of the Township. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association of the Hollows, signed by the Builder if the amendment affects the rights of the Builder and filed for record with the Medina County Recorder.

(e) Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration shall affect or modify in any way any of the provisions of this Declaration concerning the use of the Golf Course Property and the use of all roadways necessary to enable members, guests and invitees of the Golf Course Property Owner to have access to and from the Golf Course Property unless such amendment shall receive the prior written consent of the Golf Course Property Owner.

Section 14.13 - Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

Section 14.14 - Headings

The heading of each Article and of each paragraph in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope of intent of this Declaration or in any way affects this Declaration.

Section 14.15 - Rules Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rules against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years

after the death of the survivor of the now living descendants of William Jefferson Clinton, president of the United States of America, and Albert Gore, Jr., Vice President the United States of America.

IN WITNESS WHEREOF, [Signature] has signed this document this 15 day of November, 1995.

Signed in the presence of: RAY JENNY CONSTRUCTION CO., an Ohio corporation

By: Raymond R. Jenny, President
By: [Signature], its _____

[Signature]
Print Name WAYNE J. BELOCK

[Signature]
Print Name GAIL HORNER

By: _____, its _____

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named RAY JENNY CONSTRUCTION CO., an Ohio corporation, by Raymond R. Jenny, President, who acknowledged that he executed the within instrument, that such execution was the free act and deed of said corporation was his free act and deed both individually and in his capacity as officer.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 15 day of November, 1995.

[Signature]
Notary Public

This instrument prepared by:
Wayne J. Belock, Esq.
Licata & Crosby Co., L.P.A.
750 Courthouse Square Building
310 Lakeside Avenue West
Cleveland, OH 44113
(216) 696-5400

GAIL HORNER
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 09-14-97

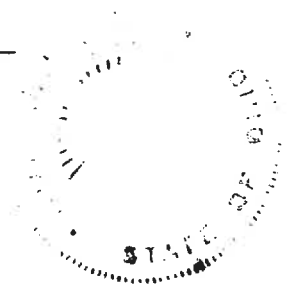


Exhibit "A"
Legal Description of Property

Situated in the Township of Montville, County of Medina, State of Ohio and known as being part of original Montville Township Lots 41, 42, 51 and 52 and further known as Cluster Block D as shown on The Fox Meadow Subdivision Phase 1 Plat as recorded in Plat Volume 26, Page 150 of Medina County Records, be the same more or less,

Permanent Parcel No. 030-11A-17-004

See attachment for list of sub lot numbers, street addresses and permanent parcel numbers.

<i>S/L Number</i>	<i>Address</i>	<i>Perm Parcel No.</i>
S/L 1	4216 Scenic Way	030-11A-12-041
S/L 2	4210 Scenic Way	030-11A-12-042
S/L 3	4206 Scenic Way	030-11A-12-043
S/L 4	4200 Scenic Way	030-11A-12-044
S/L 5	4196 Scenic Way	030-11A-13-018
S/L 6	4194 Scenic Way	030-11A-13-019
S/L 7	4192 Scenic Way	030-11A-13-020
S/L 8	6261 Hollow Lane	030-11A-12-045
S/L 9	6255 Hollow Lane	030-11A-12-046
S/L 10	6249 Hollow Lane	030-11A-12-047
S/L 11	6241 Hollow Lane	030-11A-12-048
S/L 12	6233 Hollow Lane	030-11A-12-049
S/L 13	6225 Hollow Lane	030-11A-12-050
S/L 14	6223 Hollow Lane	030-11A-12-051
S/L 15	6221 Hollow Lane	030-AA1-12-052
S/L 16	6220 Hollow Lane	030-11A-12-053
S/L 17	6222 Hollow Lane	030-11A-12-054
S/L 18	6226 Hollow Lane	030-11A-12-055
S/L 19	6230 Hollow Lane	030-11A-12-056
S/L 20	6236 Hollow Lane	030-11A-12-057
S/L 21	6240 Hollow Lane	030-11A-12-058
S/L 22	6246 Hollow Lane	030-11A-12-059
S/L 23	6250 Hollow Lane	030-11A-12-060
S/L 24	6254 Hollow Lane	030-11A-12-061
S/L 25	6260 Hollow Lane	030-11A-12-062
S/L 26	6262 Hollow Lane	030-11A-12-063
S/L 27	6264 Hollow Lane	030-11A-12-064
S/L 28	6266 Hollow Lane	030-11A-12-065
S/L 29	6268 Hollow Lane	030-11A-12-066
S/L 30	6270 Hollow Lane	030-11A-12-067
S/L 31	6272 Hollow Lane	030-11A-12-068
S/L 32	6274 Hollow Lane	030-11A-12-069
S/L 33	6276 Hollow Lane	030-11A-12-070
S/L 34	6278 Hollow Lane	030-11A-12-071
S/L 35	6280 Hollow Lane	030-11A-12-072