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ROBERT HALE
Medina County Recorder
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**MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS**

OF

**FOX MEADOW
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO**

BEING DEVELOPED AND BUILT BY:

**FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP,
an Ohio Limited Partnership
6416 Wadsworth Road
Medina, Ohio 44256
(216) 723-4653**

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DECLARATION

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

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

Date: 1- 11, 199⁵A.

Medina County Recorder

By: Robert A. Hale

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EXHIBIT TO MASTER DECLARATION

- Exhibit "A" - Legal Description of Property
- Exhibit "B" - Plot Plan of the Property

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MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF FOX MEADOW
("Master Declaration")

THIS MASTER DECLARATION made as of the 6th day of January, 1995
by FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited
partnership (referred to herein as the "Declarant").

PREAMBLE

A. The Declarant is the owner of real property in Montville Township, Medina County, Ohio, legally described in Exhibit "A" (the "Property"), 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 Property consists of Sublots, Common Green Space, Cluster Sublots and Cluster Common Areas, including Green Space, all as hereafter defined.

C. The Property may be developed in whole or in part: (a) as one or more residential communities; (b) for open space and/or recreational purposes; or (c) any combination of the foregoing.

D. The Declarant desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Common Green Space (hereafter defined) and Cluster Green Space (hereafter defined); (d) the use and maintenance of the Areas of Common Responsibility (hereinafter 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 Property. The foregoing is being provided so that the residents of the Property may enjoy a fine environment for themselves and their families. For such purposes, the Declarant has prepared this Master Declaration to define the manner in which the Property shall be governed and administered.

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

Association"). In addition, Cluster Associations will be required to regulate, administer and govern the Cluster Areas (hereafter defined) of the Property and to own and administer the Cluster Common Areas (hereafter defined), including the Cluster Green Space (hereafter defined).

NOW, THEREFORE, Declarant declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Master Declaration 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 Master Declaration, 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 interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Master Declaration 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:
DECLARANT'S RIGHT TO ADD AND DELETE LAND

Section 1.1 - Preamble

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

Section 1.2 - Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this 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 Property

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

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

ARTICLE II
EXHIBIT AND DEFINITIONS

Section 2.1 - Exhibit

The following Exhibit is attached to and made a part of this Master Declaration:

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

Section 2.2 - Definitions

For the purposes of brevity and clarity, certain words and terms used in this Master Declaration are defined as follows:

(a) "AREAS OF COMMON RESPONSIBILITY". The Areas of Common Responsibility shall mean and refer to: (i) the Common Areas, including Common Green Space, but excluding the Golf Course Property; (ii) the entrances to the Property situated off of existing and future public streets that abut the Property, including Poe Road, Sharon-Copley Road, and State Route 57 (the "Entrances") and landscaping, irrigation systems (if any), lighting and other improvements operated by the Master Association at the Entrances and elsewhere within the Property; (iii) any security facilities, including walls and fences; (iv) signs, street lights (if any) and walks or pathways (if any); (v) storm drainage that generally serves the Property; (vi) real and personal property owned by the Master Association; (vii) real and personal property not owned by the Master Association but determined by the Board to be the responsibility of the Master Association; (viii) together with those areas, if any, which by contract with any Neighborhood (hereafter defined) or Cluster Association (hereafter defined), the Golf Club (hereafter defined), with any commercial establishment or association, or with any local governmental authority become the responsibility of the Master Association; (ix) the berms around the Property; and (x) the Lake and the ponds within the Property and any boat ramp that may serve Owners residing within the Property and may serve Golf Club Members. Any portions

of public rights-of-way within or adjacent to the Property (i.e. boulevard entrances and cul-de-sac islands) may be part of the Areas of Common Responsibility.

(b) "ASSESSMENTS". The Assessments levied against all Owners of Living Units, Vacant Sublots, Cluster Blocks and Vacant Cluster Sublots to fund Common Expenses. The Assessments payable for a Cluster Block shall be determined by the number of Cluster Sublots that may be created within the Cluster Block as stated on the Plat.

(c) "BUILDER". A Person acquiring title to a portion or all of the Property for the sole purpose of engaging in the business of improving the Property with Living Units for sale.

(d) "CLASS "B" CONTROL PERIOD". The period of time during which the Class "B" Member (the Declarant) is entitled to appoint a majority of the members of the Board, as provided in Article III, Section 2 of the Master Code.

(e) "CLUSTER AREA". A land development concept under the Township's Controlled Density Residential Development zoning classification whereby single-family detached dwellings are grouped closely together to allow for common open space.

(f) "CLUSTER ASSOCIATION". A non-profit Ohio corporation created to own, govern, operate, control and administer the Cluster Common Areas, including the Cluster Green Space. All Owners of Cluster Living Units shall be members of the Cluster Association. A Cluster Association shall not be dissolved nor shall it dispose of any Cluster Common Areas or Cluster 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.

(g) "CLUSTER BLOCK". A Cluster Block shall mean, at any given time, any portion of the Property: (i) that is platted as a Cluster Block; (ii) that had not been subdivided into Cluster Sublots; and (iii) which has been conveyed to a person or entity other than the Declarant (i.e., a Builder). For the purpose of imposing Assessments, the number of Cluster Sublots that may be created within a Cluster Block as stated on a Plat are treated as Vacant Sublots (hereafter defined).

(h) "CLUSTER COMMON AREAS". All portions of a Cluster Area exclusive of Cluster Sublots. Cluster Common Areas include private drives off of dedicated streets to serve Cluster Living Units and Cluster Green Space.

(i) "CLUSTER GREEN SPACE". Land that is set aside in a Cluster Area for the primary use of Cluster Living Units pursuant to the Township's Controlled Density

Residential Development zoning classification that is not utilized for Cluster Sublots and Cluster Roads.

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

(k) "CLUSTER OWNER". The Owner of a Cluster Living Unit. Unless the context clearly indicates to the contrary, the term "Owner" (hereafter defined) includes a Cluster Owner.

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

(m) "CLUSTER SUBLOT". A platted lot within which a single-family detached dwelling may be constructed.

(n) "COMMON AREAS". All real property (including Common Green Space, but excluding Cluster Common Green Space) and personal property now or hereafter owned by the Master Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property referred to in subparagraph (a) of this Section and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Common Areas does not include the Golf Course Property, nor is the Golf Club governed by the provisions of this Master Declaration, except as specifically provided herein. Any Owner may delegate, in accordance with the Master Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities 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 of any leased Living Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(o) "COMMON EXPENSES". The actual and estimated expenses of operating the Master Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration, the Master Code, and the Articles of Incorporation of the Master Association.

(p) "COMMON GREEN SPACE". Undeveloped land or land developed for recreational uses which are designed primarily for the use of Owners within the Property pursuant to the Township's Zoning Resolution. Common Green Space does not include the Golf Course Property nor does it include Cluster Green Space. The Common Green

Space is to be owned and administered by the Master Association. The Common Green Space shall remain as such in accordance with the Township's requirements.

(q) "COMMUNITY-WIDE STANDARD". The standard conduct, maintenance, or other activity generally prevailing within the Property. Such standard may be more specifically determined and set forth by the Design Review Committee and the Master Board.

(r) "COUNTY". Medina County, Ohio

(s) "DECLARANT". FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited partnership, and the specifically designated successors or assigns of any of its rights as Declarant under this Master Declaration or under any supplement to this 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 the purposes of this Master Declaration unless and until such person or entity has been specifically so designated by Declarant herein, 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 this Master Declaration or under a supplement to this Master Declaration. The Declarant is also sometimes referred to herein as the "Original Declarant".

(t) "DESIGN REVIEW COMMITTEE". The board created by this Master Declaration and granted original jurisdiction to review and approve or disapprove all exterior and structural improvements, additions and changes within the Property.

(u) "ELIGIBLE MORTGAGE HOLDERS". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

(v) "FOX MEADOW". An R-1 Controlled Density Residential Development with Sewer and Water under the Zoning Resolution of Montville Township consisting of the Property.

(w) "GOLF CLUB". Fox Meadow Golf Limited Partnership, an Ohio limited partnership, dba Fox Meadow Golf and Country Club.

(x) "GOLF CLUB MEMBER". A Person having a membership in the Golf Club.

(y) "GOLF COURSE". The 18-hole golf course and the golf cart paths situated on the Golf Course Property.

(z) "GOLF COURSE ENTRANCE". The drives and related improvements, including signs, lighting, landscaping, irrigation systems, ponds, fountains and pumps, situated off of Fox Meadow Drive that serves the clubhouse, golf course maintenance area and the tennis/swimming pool area of the Golf Club.

(aa) "GOLF COURSE PROPERTY". Golf Course Property shall mean land and facilities adjacent to or in the vicinity of the Property which are (or will be) privately owned by the Golf Course Property Owner, its successors, successors-in-title, or assigns upon which land and facilities there is, or shall be situated, *inter alia*, (i) an 18-hole golf course; (ii) golf driving range, practice putting green and golf cart paths; (iii) tennis courts and swimming pool; and (iv) a clubhouse facility, tennis and golf pro shops, locker room facilities, food and beverage facilities, parking lots and other facilities which are or will be operated as part of the Golf Club. The Golf Course Property is not part of the Property, nor is it governed by the provisions of this Master Declaration, except as expressly and specifically provided herein. No Owner or Occupant, nor the Master Association, shall have any rights in and to, or obligations with respect to, the Golf Club, except as expressly and specifically provided herein. Portions of Common Green Space and Cluster Green Space adjacent to the Golf Course Property and appearing to be part of the Golf Course Property may be maintained exclusively by the Golf Course Property Owner.

(bb) "GOLF COURSE PROPERTY OWNER". Golf Course Property Owner shall mean the record title holder, whether one or more persons or legal entities (including, specifically, the Declarant) of the fee simple title to the Golf Course Property; provided, however; at such time as the boundaries of the Golf Course Property are specifically located, it is anticipated that the Golf Course Property Owner will be Fox Meadow Golf Limited Partnership, an Ohio limited partnership. The term "Golf Course Property Owner" shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

(cc) "LAKE". Fox Meadow Lake consisting of approximately 55 acres and situated within Fox Meadow.

(dd) "LIVING UNIT LOT". A platted single-family subplot upon which a Living Unit (including a Cluster Living Unit) has been constructed.

(ee) "LIVING UNITS". All units of residential housing to be situated on the Property, whether they are single family homes, Cluster Living Units, residential condominium units or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended. Without limiting the generality of the foregoing, Living Unit shall mean a portion of the Property intended for any type of independent ownership for use and

occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) condominium units, patio or zero lot line homes, and single family houses or Cluster Living Units on separately platted lots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term shall also include all portions of the lot owned as a part of any structure thereon.

For the purposes of this Master Declaration, 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.

(ff) "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.

(gg) "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) and the Vacant Sublots (including vacant Cluster Sublots), and to supervise and enforce this 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.

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

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

(jj) "MASTER SITE PLAN". The preliminary site plan of the Property and adjacent lands which currently shows 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 upon which it is anticipated 35 Cluster Sublots will be platted.

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

(ll) "NEIGHBORHOOD". Neighborhood shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing

types subject to this Master Declaration, whether or not governed by an additional owners' association, in which owners may have common interests other than those common to all Master Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Master Association Members. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the Master Code) or Neighborhood Association (as defined in Article V, Section 5.1(c) of this Master Declaration) having jurisdiction over the property within the Neighborhood. Neighborhoods may be divided or combined in accordance with Article V, Section 5.1(c), of this Master Declaration. A Cluster Area is not a Neighborhood.

(mm) "NEIGHBORHOOD ASSESSMENTS". Neighborhood Assessments shall mean assessments levied against the Living Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equally against all Living Units in the Neighborhood benefiting from the services supported thereby, provided that in the event of assessments (if any) for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use and benefit of particular Living Units shall be levied on an equal basis among the benefited Living Units.

(nn) "NEIGHBORHOOD EXPENSES". Neighborhood Expenses shall mean and include the actual and estimated expenses incurred by the Master Association for the benefit of Owners of Living Units within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Master Board and as more particularly authorized herein.

(oo) "OCCUPANT". A person in possession of a 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.

(pp) "ORIGINAL DECLARANT". FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited partnership, as more fully described in paragraph (s) hereof.

(qq) "OWNER". The record Owner of fee simple title to (a) any Living Unit, including the Declarant and a Builder (except as otherwise provided herein) with respect to any unsold Living Unit, and (b) any Vacant Sublot (including a Vacant Cluster Sublot and a Cluster Block), but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a 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 this Master Declaration, 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 Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit. Every Owner shall be treated for all purposes as a single Owner for each 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.

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

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

(tt) "PERSONAL VOTE". The circumstances under the Master Declaration and under the Master Code where a Class "A" Member is entitled personally to exercise the vote for his Living Unit or Vacant Sublot rather than having such vote exercised by the Voting Member representing such Member. Furthermore, until a Subsequent Amendment is filed which creates a Cluster Area or Neighborhood and provides for Voting Members, a Personal Vote shall be used in all instances where the vote of Class "A" Members is required.

(uu) "PLAT". The subdivision plat for the portion of the Property designated as Fox Meadow Subdivision - Phase I and additional plats of the Property.

(vv) "PROPERTY". The land described in Exhibit "A" as the same may from time to time be amended.

(ww) "RULES". Rules and regulations that govern the operation and use of the Living Units and the Areas of Common Responsibility, including the Common Areas and any other property owned by the Master Association, as such rules and regulations may be adopted from time to time by the Master Board or the Design Review Committee to implement and carry out the provisions and intent of this Master Declaration.

(xx) "SUBSEQUENT AMENDMENT". An amendment to this Master Declaration which adds additional property (including Cluster Areas) to that covered by this Master Declaration or deletes property from that which is covered by this Master Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Master Declaration; and/or (ii) create a

Neighborhood and provide for Voting Member(s) for such Neighborhood; and/or (iii) otherwise amend this Master Declaration and/or the Master Code.

(yy) "SUBSIDY PERIOD". The Subsidy Period for Assessments attributable to the Areas of Common Responsibility shall be for a period beginning as of the date of this Master Declaration and ending December 31, 1998 or when there are three hundred (300) Living Units, whichever shall first occur.

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

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

(bbb) "VACANT SUBLLOT". Vacant Sublot shall mean, at any given time, any portion of the Property: (i) that is either a Sublot or a Cluster Sublot for which a plat has been recorded designating such portion of the Property as a lot upon which only one single family residence may be constructed; (ii) which has been conveyed to a person or entity other than the Declarant; and (iii) upon which no Living Unit is situated. For the purposes of Assessments, the term Vacant Sublot includes Cluster Sublots that may be created within a Cluster Block.

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

(ddd) "VOTING MEMBER". Voting Member shall mean and refer to the representative selected by the Members of each Cluster Area or Neighborhood to be responsible for casting all votes attributable to Living Units in the Cluster Area or Neighborhood for the election of Trustees to the Master Board, amending this Master Declaration or the Master Code, and all other matters provided for in this Master Declaration and in the Master Code which are not required to be determined by Personal Vote. The Voting Member from each Cluster Area or Neighborhood shall be the senior elected officer (e.g., Cluster Association President or Neighborhood Committee chairman or Neighborhood Association president) from that Cluster or Neighborhood; the alternate Voting Member shall be the next most senior officer. Neighborhood Voting Members shall not be elected until there are two (2) or more Neighborhoods and the Subsequent Amendment creating any such Neighborhood provides for the establishment of Voting Members. Until then, to the extent such vote is required, the Class "A" Members shall, by Personal Vote, elect the Trustees of the Master Board and vote on the other matters provided in this Master Declaration and in the Master Code.

ARTICLE III
EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Master Association and each Builder, their successors and assigns, an easement upon, across, over, through and under the Property 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 Declarant and the Master Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property 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 Design Review Committee unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant 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 Declarant and the Master Association 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 Property.

Section 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through Cluster Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Declarant and the Master Association, 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 Property. Notwithstanding the foregoing, the Declarant and/or the Master Association 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

Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas (including Common Green Space) for their intended purposes in accordance with this Master Declaration and the applicable Rules.

Section 3.4 - Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the 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 Property or serving the Property; 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 Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, 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 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, medical, ambulance, school buses, utility company, 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 Property 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 Common Green Space, Cluster 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) a Cluster Association and its members with respect to a Cluster Green Space. Advance notice is not necessary for emergency entrance onto such Common Green Space, Cluster Green Space or recreation facilities.

Section 3.6 - Easements for Watering Purposes: Damming Rights

(a) Easements are hereby created in favor of the Golf Course Property over the Property and the Common Areas (including the Common Green Space and Cluster Green Space) to use the water from the Lake or ponds situated on such properties for the purpose of watering the Golf Course Property and easements are hereby created in favor of the Master Association over the Golf Course Property to use the water from the Lake and ponds situated on the Golf Course Property for the purpose of watering the areas of the Common Areas so long as such usage does not create a shortage of water for the needs of the Golf Course Property. No restriction is placed upon the Golf Course Property Owner's right to use such Lake and the ponds for watering the Golf Course Property. Easements are also created in favor of the Golf Course Property Owner to maintain the lakes and ponds within the Property, including removal of silt, control of aquatic vegetation (including introduction of fish that control such vegetation) and maintenance of wetland areas along the perimeter of the Lake. The Master Association shall reimburse the Golf Course Property Owner for fifty percent (50%) of any such maintenance costs. The use of the above-described easements shall be in compliance with all applicable laws, including without limitation, those laws and regulations governing "wetlands".

(b) Declarant grants to the Golf Course Property Owner the right and privilege of damming the Lake and the outlet thereof, and of impounding the waters of the Lake and raising and drawing the same, together with the right of ingress and egress for the purpose of constructing, repairing and maintaining the dam, or any part or portion thereof, and any and all conduits, raceways or pipes connected therewith or leading therefrom, which now exist or may hereafter be constructed. The foregoing shall be done in accordance with all applicable laws.

Section 3.7 - 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 Common Areas (including Common Green Space) and Cluster 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 Property and serving the Golf Course and the right and easement on, over, and across those same 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 Common Areas and Cluster 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 Common Areas and Cluster 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 Owner's use of the Common Areas or Cluster Common Areas and shall promptly repair and restore any damage to said Common Areas and Cluster 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, Common Areas and Cluster 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 Common Areas, Cluster 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 easement 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 Common Areas, Cluster 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 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; provided, however, that the entire Vacant Sublot and all unimproved portions of such Living Unit Lot shall be subject to such easement until the landscaping plan for such lot has been approved and implemented pursuant to Article VIII hereof. The area encumbered by this easement with respect to Common Areas and Cluster 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 Common Areas and Cluster Green Space.

(d) Entry by Golfers. Each Vacant Sublot and Living Unit Lot and any portion of the Common Areas and Cluster 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, or Common Area which is within twenty (20) feet of the Golf Course and (ii) the Common Area or Cluster 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 an 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. In addition to the provisions of Article VIII hereof, 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 Common Areas or Cluster 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) Common Areas or Cluster 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 Common Areas and Cluster Common Areas which are adjacent to the Golf Course, without the prior written approval of the Design Review Committee and the Golf Course Property Owner. There is hereby reserved over and across said twenty (20) foot portion of said Vacant Sublots and Living Unit Lots, and the Common Areas and Cluster 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 Property 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 3.8 - Cross-Easements

The right is hereby reserved by the Declarant 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 Property; and (b) for any utilities or other facilities that will serve both the Golf Course Property and the Property or either of said properties.

Section 3.9 - Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the public roads, the Neighborhoods, Cluster Areas, Cluster 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 3.10 - Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this 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 Declarant and/or a Builder authorized in writing by Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant and/or such 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 offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Declarant, 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 Declarant and/or such Builder, as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property 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 Declarant.

Section 3.11 - Maintenance Easement

There is hereby reserved for the benefit of the Master Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Vacant Sublot, upon the unimproved portions of Living Unit Lots and upon any Cluster 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 Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Master Association to perform any such actions; and provided, further, that in the exercise of its rights hereunder the Master Association shall be entitled to be reimbursed by such Owner pursuant to Article VII hereof.

Section 3.12 - Environmental Easement

There is hereby reserved for the benefit of Declarant, 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 Cluster 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, 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 3.13 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property 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 Declarant or the Master Association (with the Declarant's prior written consent so long as Declarant 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 Property to meet the requirements of the Township, the County and other public authorities having jurisdiction over the same. The Declarant 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 3.14 - Easements To Run With the Lands

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas and the Cluster Green Space shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, Tenant, Occupant,

purchaser, mortgagee or other Person having an interest in the Property, 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 Master Declaration, 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 Master Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

Declarant shall convey the Common Areas to the Master Association. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this 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. Declarant shall cause such 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 Master Declaration. The Master Association shall hold title to said parcels subject to the provisions of this Master Declaration. The Golf Course Property is not a Common Area.

Section 4.2 - Use of Common Areas

Any Owner may delegate, in accordance with the Master Code of the Master Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the 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 MASTER ASSOCIATION

Section 5.1 - Existence

The Master Association is an Ohio not-for-profit corporation. The Declarant and all Owners (including Builders) shall be members of the Master Association.

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Master Association is and shall be divided into two (2) classes:

(1) Class "A" Membership. Each Owner of a Living Unit (including, without limitation, the Declarant or a Builder if the Declarant or a Builder is the record titleholder of a Living Unit), each Vacant Sublot Owner and each Cluster Block Owner shall automatically be a Class "A" Member of the Master Association. The Class "A" Membership is appurtenant to the ownership of each Living Unit and each Vacant Sublot and each Cluster Block and shall not be separable from the ownership of any Living Unit or Vacant Sublot or Cluster Block and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit or Vacant Sublot or Cluster Block, 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 Master Association 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 Declarant shall automatically be the sole Class "B" Member of the Master Association.

(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 (including Vacant Sublots that may be created within a Cluster Block) 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 (including Vacant Sublots that may be created within a Cluster Block). Until there is a Cluster Area or until there is a Neighborhood and the Subsequent Amendment creating any such Cluster Area or Neighborhood provides for the establishment of Voting Members, the vote for each Living Unit and Vacant Sublot (including Vacant Sublots that may be created within a Cluster Block) may be exercised

by the Personal Vote of the Owner of each Living Unit and Vacant Sublot (including Vacant Sublots that may be created within a Cluster Block). After the establishment of Voting Members, the vote of each Living Unit or Vacant Sublot shall be exercised by the Voting Member representing the Cluster Area or Neighborhood of which the Living Unit and Vacant Sublot is a part, unless a Personal Vote is specified by this Master Declaration or the Master Code or unless the Class "A" Member elects by notice to the Voting Member and the Secretary of the Master Association to exercise his or her Personal Vote.

In any situation where a Member is entitled to exercise a Personal Vote and more than one (1) Person holds the interest in such Living Unit or Vacant Sublot required for membership, the Personal 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 Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Master Declaration and the Master Code, are specified elsewhere in the Master Declaration and the Master Code. The Class "B" Member shall be entitled to appoint a majority of the members of the Master Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Master Code. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Master Board and any committee as provided in Article III, Section 3, of the Master Code. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Master Code.

(c) Cluster Areas and Neighborhoods. Living Units and Vacant Sublots may be located within a Cluster Area or Neighborhood designated by the Declarant or the Master Board in a Subsequent Amendment. No other Person shall have the right to designate a Cluster Area or Neighborhood. The Living Units and Vacant Sublots within a particular Cluster Area or Neighborhood may be subject to additional covenants and/or the Owners of Living Units and Vacant Sublot Owners within a particular Cluster Area shall be members of a Cluster Association in addition to the Master Association, and the Owners of Living Units and Vacant Sublots within a particular Neighborhood may be members of another owners' association (the "Neighborhood Association") in addition to the Master Association, but no such Neighborhood Association shall be required. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 3, of the Master Code, to represent the interests of Owners of Living Units and Vacant Sublot Owners in such Neighborhoods.

The Voting Member for each Cluster Area shall be the President of the Cluster Association for such Cluster Area.

Each Neighborhood Association or Neighborhood Committee, upon the affirmative vote, written consent, or any combination thereof, of a majority of Owners of Living Units and Vacant Sublots within the Neighborhood, may request that the Master Association provide a higher level of service or special services for the benefit of Living Units in such Neighborhood, the cost of which shall be assessed against the benefited Living Units as a Neighborhood Assessment pursuant to Article IX of this Master Declaration.

If Voting Members are established by a Subsequent Amendment, the senior elected officer of each Neighborhood Association or the Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Living Units in the Neighborhood on all Master Association matters requiring membership vote, unless otherwise specified in this Master Declaration or the Master Code.

Upon a petition signed by a majority of the Owners of Living Units in the Neighborhood, any Neighborhood Association or Neighborhood Committee may also apply to the Master Board to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a survey plat of the entire parcel which indicates the boundaries of the proposed Neighborhoods. A Neighborhood division requested by the Neighborhood shall automatically be deemed granted unless the Master Board denies such application in writing within thirty (30) days of its receipt thereof. The Master Board may deny an application in its sole discretion, including, without limitation, a determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Master Association and shall be maintained as long as this Master Declaration is in effect.

The creation of Neighborhood Voting Members pursuant to the provisions of this Subsection (c) shall not come into operation until there is a Neighborhood and the Subsequent Amendment creating any such Neighborhood provides for the establishment of Voting Members. Until then, to the extent a vote is required, the Class "A" Members shall, by Personal Vote, elect the Trustees of the Master Board and vote on the other matters provided for in this Master Declaration and in the Master Code.

Section 5.3 - Board and Officers of the Master Association

The Trustees of the Master Board and the Officers of the Master Association shall be elected as provided in the Master Code and shall exercise the powers, discharge the

duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Master Code, except as otherwise specifically provided.

Section 5.4 - Rights of the Master Association

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

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

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

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the Personal 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 Master Declaration; 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 Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Master Association 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 Master Association.

(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 Property.

ARTICLE VI
RESPONSIBILITIES OF THE MASTER ASSOCIATION

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

Section 6.1 - Maintenance of Areas of Common Responsibility

The Master Association shall maintain the 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 Master Declaration. The Master Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Master Association under this Article shall be performed in a good and workmanlike manner. The following are included among such 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 Property 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) shall maintain the Golf Club Entrances. The Master Association shall also pay or reimburse the Declarant for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and if Declarant at any time requests, the Master Association shall (except the Golf Club Entrances, which shall be the responsibility of the Golf Course Property Owner), unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to such areas and the improvements thereon that are the Master Association's responsibility to maintain.

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

(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 Property 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 Declarant or the Master Association (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 Property as the Master Association may from time to time deem desirable, in such fashion as the Master Association may from time to time determine, including, but not limited to, if the Master Association shall deem the same desirable, the maintenance of guards and gatehouses. The Master Association will strive to maintain Fox Meadow as a safe, secure residential environment. HOWEVER, NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT 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 MASTER ASSOCIATION, THE MASTER BOARD, THE DECLARANT, 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 DECLARANT 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 MASTER ASSOCIATION.

(f) Drainage System. To maintain all lakes, ponds, canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (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 for the Lake situated within the Property and ponds and "wetland" areas (if any) that are situated in whole or in part within the Golf Club Property.

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

(h) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of the Property which are for the general benefit of the

Property and which comply with the requirements of the Township and other governmental authorities having jurisdiction.

(i) Maintenance of Non-Master Association Property. The Master Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Master Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

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

(k) Rubbish Removal. The Master Association 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 Master Association will provide rubbish removal services.

(l) Township and County Not Obligated. If the Master Association 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 Fox Meadow 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 Fox Meadow, or to otherwise perform the functions of the Master Association under this Master Declaration.

Section 6.2 - Cluster Areas; Neighborhoods

The Master Association may, in the discretion of the Master Board, assume the maintenance responsibilities of a Cluster Area or Neighborhood set out in this Master Declaration or in any Subsequent Amendment or declaration subsequently recorded which creates any Cluster Area or Neighborhood Association upon all or any portion of the Property. In such event, all costs of such maintenance shall be assessed only against the Living Units within the Cluster Area or Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Master Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard for the Property. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Furthermore, upon resolution of the Master Board, each Cluster Area or Neighborhood shall be responsible for paying, through Cluster Area or Neighborhood

Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Cluster Area or Neighborhood, which may include, without limitation, special amenities and services within the Cluster Area or Neighborhood, the costs of maintenance of any right-of-way and Cluster Green Space or between the Cluster Area or Neighborhood and adjacent public roads, private streets within the a Cluster Area or Neighborhood, and lakes or ponds within a Cluster Area or Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

Any Cluster Association or Neighborhood Association having responsibility for maintenance of all or any portion of the property within a particular Cluster Area or Neighborhood pursuant to a declaration of covenants affecting the Cluster Area or Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Cluster Association or Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Master Association may perform it and assess the costs against all Living Units within such Cluster Area or Neighborhood as provided in Article VII, Section 7.23 of this Master Declaration.

Section 6.3 - Taxes and Assessments

The Master Association shall pay all taxes and assessments levied against portions of the Property (including Common Green Space) owned by the Master Association or levied against the 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 Master Association 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 Master Association. All such utility services shall be contracted for, metered and billed by and through the Master Association.

Section 6.5 - Insurance

(a) **Insurance.** The Master Board, or the Master Association's duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas (excluding Cluster Common Areas, unless the Cluster Association contracts with the Master Association for such insurance) 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 Master Board shall also obtain a public liability policy covering the Common Areas (excluding Cluster Common Areas, unless the Cluster Association contracts with the Master Association for such insurance), the Master Association and its Members for all damage or injury attributable to any acts or omissions of the Master Association or any of its Members or agents. The public liability policy shall have a limit of at least Two Million Dollars (\$2,000,000.00) for bodily injury (including death) and property damage.

Premiums for all insurance on the Common Areas shall be a Common Expense of the Master Association. 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 Master Association shall be included in the Master Assessments.

All such insurance coverage obtained by the Board shall be written in the name of the Master Association as trustee for the respective benefited 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 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 a Cluster Area or Neighborhood shall be at the expense of such Cluster Area or Neighborhood for the benefit of such Cluster Area or Neighborhood Association, if any, the Owners within the Cluster Area or Neighborhood and their mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Master Board; provided, however, no mortgagee having an interest in such 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 Master Board 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 Master Board 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 Master Board, 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 cancelled, invalidated, or suspended on account of the conduct of any Master Board member, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, 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 cancelled or substantially modified without at least thirty (30) days' prior written notice to the Master Association; and

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

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

and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Association.

(b) Individual Insurance By virtue of taking title to a Living Unit subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and with the Master Association that each individual Owner shall carry blanket all-risk casualty insurance on the Living Units (other than Living Units in a condominium development) 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 and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Living Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A Cluster Association or Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Living Unit and the standard for returning the site of the Living Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

(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 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 Master Association and placed in a capital improvements account.

(ii) If it is determined, as provided for in Subsection (a) of this Section, that the damage or destruction to the 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 Master Association, 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 damaged 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 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 Master Association 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 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 Property shall, in any event, be repaired and/or reconstructed by the Master Association.

(iii) In the event that it should be determined by the Master Association in the manner described above that the damage or destruction of the 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 Common Areas by the Master Association 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 Master Board 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 Master Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Master Association shall establish and maintain such policies, programs and procedures to fully implement this Master Declaration 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 Master Association 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 Master Board may designate a different managing agent with whom the Master Association 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 Original Declarant or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Original Declarant, and may be for a period of time not to exceed three (3) years, in Original Declarant's sole discretion.

Section 6.7 - Upgrading

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

Section 6.8 - Enforcement

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

Section 6.9 - Disputes Between Cluster Areas or Neighborhoods

The Master Association shall have the right (but not the obligation) to mediate or arbitrate disputes between Cluster Areas or between Neighborhoods, provided, however, no members of the Cluster Area or Neighborhood involved in such disputes shall mediate or arbitrate the same on behalf of the Master Association. Any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Cluster Areas or Neighborhoods involved in such disputes.

Section 6.10 - Rules and Regulations

The Master Association, through the Master Board, 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 Master Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Master Board 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 Master Code of the Master Association. 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 Master Association, through the Master Board, may, by contract or other agreement, enforce Township ordinances or request the Township or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Master 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 6.11 - General

The Master Association 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 Master Declaration.

Section 6.12 - Original Declarant's Rights

During the Class "B" Control Period, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Master Association, 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 Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Master Association set forth herein, the right to collect assessments and disburse all funds of the Master Association, 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 Master Association as herein provided.

Section 6.13 - Compliance with Zoning Resolution of Montville Township, Medina County, Ohio with Respect to Common Green Space (minimum of 20% of the Property and the Golf Course Property)

The following provisions are being imposed upon the Property in accordance with R-1 "Controlled Density Residential Development with Sewer and Water" requirements of the Zoning Resolution of Montville Township (the "Zoning Resolution").

(a) This Master Declaration guarantees that the Common Green Space shown as Common Area on the final development plan will remain as such (see also Section 2.2(P)).

(b) Common Green Space and any recreation facilities that comprise the Common Areas shall be deeded to the Master Association. The Master Association shall not be dissolved nor shall it dispose of any Common Green Space or any recreation facilities without having established a successor entity to take over said property pursuant to the terms of the Zoning Resolution and the approval of the Montville Township Trustees. Furthermore, membership in the Master Association and any homeowner's association is mandatory of all owners within the Property comprising the Fox Meadow development.

(c) This Master Declaration hereby conveys to the Township and other appropriate governmental bodies the right of entrance to the Common Green Space and recreation facilities encompassed by the Common Area 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 Master Association and its Members for reimbursement of said costs in accordance with Section 9.10 hereof. Advance notice is not necessary for emergency entrance onto such Common Area (see also Section 3.5 hereof).

(d) Common Green Space shown as Common Area in each phase of Fox Meadow for which a Plat is filed must equal the minimum percentage (i.e., 20%) required for the entire development. Where Common Green Space is not provided in proportionate amounts for each phase, the Township Board of Zoning Appeals shall specify an appropriate financial guarantee in the Conditional Zoning Certificate issued by the Township. On or before the date of recording of this Master Declaration the Declarant shall impose a restriction on the entire Fox Meadow development of 563.4 acres (including the Golf Course), as the same may be expanded or contracted, that no less than twenty percent (20%) thereof shall be devoted to Common Green Space.

(e) The Declarant will conform in all ways to the Medina County Subdivision Regulations applicable to any specific area of the Property.

(f) All utility lines shall be installed underground.

Section 6.14 - Compliance with Zoning Resolution of Montville Township, Medina County, Ohio with Respect to the Cluster Green Space of Cluster Areas

The following provisions are being imposed upon the Cluster Areas of the Property in order to comply with the Township's Zoning Resolution.

(a) Any land set aside for Cluster Area and not utilized for the actual construction of Living Units will be dedicated to Cluster Green Space primarily for the single-family Cluster Area. The Cluster Green Space shall be controlled by a Cluster Association. The Cluster Green Space in the Cluster Areas shall be in addition to the Cluster Green Space provided for in Section 126f of the Township's Zoning Resolution and provided for in Section 6.13(d) hereof. Membership in the Cluster Association is mandatory for Owners of Cluster Living Units and Cluster Sublots. The Cluster Green Space referred to in this Section does not include any streets, non-recreational buildings or individually-owned land. Each Cluster Living Unit within a Cluster Area will be designed to abut Cluster Green Space.

(b) Cluster Green Space areas may be improved with appropriate recreation facilities and structures, such as tennis courts, pools, pavilions or other recreation features, subject to review and approval by the Township's Board of Zoning Appeals and by the Design Review Committee.

(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 Cluster Green Space.

(d) Cluster Green Space and the adjacent circulation system has been designed to limit through traffic on local streets. Any Cluster 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 Cluster 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 objectives of this Section.

(f) This Master Declaration hereby conveys (and of the Cluster Association documents shall convey) to the Township and other appropriate governmental bodies the right of entrance to the Cluster Green Space and recreation facilities encompassed by the Cluster 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 Cluster Association and

its Members for reimbursement of said costs in accordance with Section 9.10 hereof. Advance notice is not necessary for emergency entrance onto such Cluster Green Space.

The Declarant shall require each Builder acquiring a Cluster Block to incorporate the above provisions in his Cluster Association documents.

ARTICLE VII
COVENANTS AND RESTRICTIONS

The intent of this Master Declaration is to cause the Property 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. Any Subsequent Amendment, declaration or other document for any Cluster Area or Neighborhood may impose stricter standards than those contained in this Article so long as such standards do not conflict with Community-Wide Standards. The Master Association, acting through its Board, shall have standing and the power to enforce such standards.

The Master Association, acting through the Master Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property 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, the Master Association, Cluster Association and a Neighborhood, as the case may be, 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 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 Master Declaration, all in a manner and with such frequency as is consistent with good property management. As provided in Section 7.23 hereof, each Owner, Cluster Association or Neighborhood shall be obligated to pay the costs incurred by the Master Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, Cluster Association or Neighborhood, but which responsibility such Owner, Cluster Association or Neighborhood 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 Property at any time.

Section 7.3 - Fences, Walls and Hedges

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences, walls of any kind and landscaping of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Declarant. The provisions of this Section are subject and subordinate to the provisions of Section 3.7 of this Master Declaration.

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 Property (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 Master Board 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 Property (including the Living Units situated thereon) without the approval of the Master Board, except that dogs, cats, birds and other customary household pets approved by the Master Board may be kept, subject to Rules adopted by the Master Board, 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 Property upon three days' written notice from the Master Board. 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 Master Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Master Board finds a violation of this Section. Additional covenants affecting the property within a Neighborhood may impose more stringent restrictions on animals.

Section 7.6 - Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. All signs shall comply with the Township's requirements. "For Rent" and "For Sale" signs are prohibited. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Declarant or to a Builder or real estate company authorized by Declarant.

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 Property, 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 Master Board. 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 Property. Anything herein to the contrary notwithstanding, the Master Association or the Master Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for 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 Master Declaration, or by Rules adopted in accordance with this Master 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 Property; 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 Occupant 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 Master Board (or Covenants Committee referred to in the Master Code) 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 Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Master Board (or Covenants Committee referred to in the Master Code). The Master Board 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 Declarant or an Owner; the right of the Declarant or the Master Board (or a firm or agent employed by the Declarant or Master Board) 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 and for 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 Property, except in the confines of garages, maintenance buildings or parking areas approved by the Design Review Committee. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Such permitted machinery shall be stored in garages and maintenance buildings approved by the Design Review Committee. 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 Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Property or Golf Course Property, or except with the prior written approval of the Master Board.

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 Property or on the public right-of-way adjoining any portion of the Property 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 Property.

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 Property shall be operated in a careful, prudent, safe, and quiet manner. Golf carts will not be permitted to operate on the public roads serving the Property.

Section 7.13 - Poles, Wires, Antennae and Satellite Dishes

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission or receipt of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee. No antennae or satellite dishes shall be permitted within the Property without the approval of the Declarant and the Design Review Committee. 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 Exteriors of Residences

The exterior of any building or structure in the Property 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 Design Review Committee. The type and location of mailboxes shall be prescribed by the Design Review Committee. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Master Declaration.

For the purpose of providing security, each Owner of a Living Unit shall provide and operate one (1) gas light of a kind designated by the Design Review Committee which shall automatically go on at dusk and remain on until dawn. Each Owner shall utilize said light, and shall keep and maintain said light in good condition and repair.

Section 7.15 - Grading

No Person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The Township or other governmental authority having jurisdiction and the Golf Course Property Owner shall have the right to enter upon the Common Areas of the Property 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 Master Board or except as expressly authorized herein. Declarant, however, hereby expressly reserves the right to replat any lot or lots owned by Declarant. 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 Common Areas or Cluster 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 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 Fox Meadow and membership in the Master Association 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 - Lakes, Water Bodies and Wetlands

Subject to the restrictions provided herein and the rules and regulations of the Master Association, as the same may from time to time be promulgated, each Owner and Golf Club Member shall be permitted to use the Lake for the purposes set forth herein. All ponds, streams, water courses and wetlands, other than the Lake, shall be for aesthetic purposes only, and no other use thereof, including, without limitation, swimming, boating, fishing, wading, playing, or use of flotation devices, shall be permitted. This Section shall not apply to prohibit use by the Golf Club of the Lake, ponds, streams and water courses within the Golf Course Property for irrigation of the Golf Course Property and other Golf Course purposes.

(a) Launching Ramp. The Declarant and/or the Master Association (and no one else) may provide the Owners and Golf Club Members with access, over or through a Common Area(s) to be designated by the Declarant and/or the Master Association, to provide said Owners and Golf Club Members access to the Lake for the purpose of launching and retrieving watercraft permitted pursuant to subparagraph (b) of this Section 7.20. All Owners, Golf Club Members, their guests, tenants, invitees, and licensees shall defend and hold harmless the Declarant, Master Association and Golf Club from any and all actions, suits, proceedings, injuries or damages arising out of or related to the use of the launching ramp and facilities.

(b) Permitted Watercraft. Subject to the rules and regulations of the Master Association, as the same may from time to time be promulgated, sail boats, row boats, and canoes shall be permitted on the Lake. No boat shall exceed the length of eighteen (18) feet, as measured in a straight line from the center of the bow to the center of the stern. Boats may be powered by electric motors; however, no boat shall be powered by gasoline or other petroleum derivative engines. During the boating season, no boats may be stored on the Lake except at an approved dock. No boat shall be beached on any Living Unit Lot or Vacant Lot or tied to any Living Unit Lot or Vacant Lot. All boats shall be removed from the Lake or dock between November 1 and March 1 of each year. No boat shall be operated within one hundred (100) feet of the shoreline of any Living Unit Lot or portion of the Golf Course unless such boat is in the process of entering or exiting an approved dock.

(c) Docks. Following Design Review Committee approval, the Owners of Living Unit Lots (but not Cluster Sublots) abutting the Lake may construct a maximum of one (1) dock from their property into the waters of the Lake. In addition, following Design Review Committee approval, a Cluster Association for a Cluster Area abutting the Lake may construct one or more docks to serve the members of such Cluster Association. All docks approved by the Design Review Committee shall be constructed parallel to the shoreline, shall not extend more than six (6) feet into the Lake, shall not have a shoreline length of more than thirty-six (36) feet, shall be natural in color, and shall have decking

of weather/pressure-treated (wolmanized) boards. No boat lifts, dock boxes, or canopies shall be permitted on any dock. The provisions of this Section 7.20(c) are subordinate to Section 7.20(g) entitled "Alteration of Wetlands".

All approved docks shall be maintained in a first-class condition. The Owner of any dock that is in a state of disrepair, as determined by the Master Association or the Design Review Committee, shall repair or replace such dock within thirty (30) days after receipt of written notice from the Master Association that said dock is in a state of disrepair. All repairs to docks or replacements of docks must be approved, prior to repairing or replacing, as the case may be, by the Design Review Committee. If the Owner fails to complete the repairs or replacement of a dock within thirty (30) days after receipt of written notice as provided above, the Master Association may, but is not obligated to, repair or remove said dock. The cost of any such repair or removal together with an administrative fee equal to fifteen percent (15%) of such cost shall be paid to the Master Association by the Owner within ten (10) days after receipt of a bill therefore. All unpaid amounts shall bear interest at the rate of twelve percent (12%) per annum (or highest rate allowed by law if lesser) and shall upon perfection as provided in Section 9.5 become a lien on the Living Unit Lot. The rights and powers granted the Master Association pursuant to this Section 7.20 shall be in addition to all rights and powers granted the Master Association elsewhere in the Declaration, including, but not limited to, those rights and powers set forth in Section 7.23 of the Declaration.

(d) Fishing. Fishing is permitted in the Lake. All persons fishing in the Lake shall comply with the rules and regulations of the Master Association and the laws and regulations of the State of Ohio. No guest of an Owner or Club Member may fish in the Lake unless accompanied by such Owner or Club Member. No fish cleaning is allowed on the docks. All fish remains must be sealed in plastic bags and disposed of in appropriate trash containers.

(e) Swimming. There shall be no swimming, diving, wading, playing or use of flotation devices in the Lake, except that the Master Association or the Golf Club may establish a beach and swimming area.

(f) Assumption of Risk. Those persons engaging in activities, whether permitted or not permitted, upon, in, around or above the Lake, ponds, streams and water courses of the Property, expressly assume the risk of the inherent dangers of said activities and agree that the Declarant, Master Association or Golf Club shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of Lake, ponds, streams and water courses within the Property.

(g) Alteration of Wetlands. No activity (including, without limitation, the construction of any docks pursuant to Section 7.20(c), "weed-eating," mowing, plant removal, plant trimming, dredging or filling) shall be conducted at the Property which

would in any manner disturb or potentially disturb either (i) designated "wetlands" within the Property or (ii) wetland vegetation within three (3) feet of the high water mark of any water body within the Property, without the prior written consent of both the Master Association and the Golf Course Property Owner and unless all permits required to conduct such activity have been first obtained from any governmental authorities having jurisdiction over "wetlands."

Section 7.21 - Use of the Name "Fox Meadow"

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

Section 7.22 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the Master Association 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 Property 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 7.23 - Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Declarant (as long as the Declarant is a Class "B" Member of the Master Association) or the Master Board 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 Declarant and/or the Master Association 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

Declarant and/or the Master Association 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 Master Association and Declarant 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 Master Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Master Association and/or Declarant 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 obligations of any Occupant of such Owner's property.

Section 7.24 - Restrictions of Other Documents

Nothing contained in these Covenants and Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Master Declaration, restrictions imposed on Cluster Areas, restrictions in a Neighborhood, restrictions imposed on sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with Community-Wide Standards created by this Master Association or adopted by the Master Board.

Section 7.25 - 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 Master Association 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 Master Board, 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 Master Association may require the advance payment of a processing fee in the amount established by the Master Association for the issuance of the Certificate of Compliance.

ARTICLE VIII
DESIGN REVIEW COMMITTEE

Section 8.1 - Structure of Design Review Committee

The Design Review Committee (sometimes referred to as the "DRC") shall be composed of up to five (5) natural persons (but not less than three [3] natural persons) who need not be Members of the Master Association or Occupants. It is recommended, but not required, that one (1) member of the DRC be an architect. The size of the DRC and the persons who shall serve on the DRC shall be designated from time to time by (a) Declarant for so long as the Declarant is a Class "B" Member of the Master Association (unless Declarant shall sooner notify the Board in writing that Declarant has waived its rights under this subsection) and (b) the Board of the Master Association thereafter. After the initial term of each member of the DRC, the regular term of office for such member shall be three (3) years with terms staggered so that one of three member's (or no more than two of five member's) terms expiring each year. Accordingly, one member (or two members if there are five members of the DRC) shall be designated for an initial term of three (3) years, one member (or two members if there are five members of the DRC) shall be designated for an initial term of two (2) years, and the remaining member will be designated for an initial term of one (1) year. A member of the DRC may be removed with or without cause by the Declarant or the Master Board, as the case may be, by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The DRC shall elect a chairman and he or she, or in his or her absence, the vice chairman, shall preside at the meetings of the DRC. The affirmative vote of a majority of the members of the DRC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article. The DRC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and/or attorneys in order to advise and assist the DRC in performing its functions set forth herein.

Section 8.2 - Approval of Plans

(a) Architectural Approval. No building or structure shall be commenced, erected, placed, moved onto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the DRC. Furthermore, following approval of any plans and specifications by the DRC, representatives of the DRC shall have the right at reasonable hours to enter upon the building site and inspect the

improvements with respect to which construction is underway to determine whether or not the previously approved plans and specifications are being complied with.

(b) Landscaping Approval. No landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented, installed or altered by any Builder or Owner, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the DRC. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the DRC shall be entitled to promulgate standards with respect to such ratios. In addition, the landscaping plan for any area adjacent to the Golf Course Property shall be subject to the rights of the Golf Course Property Owner set forth in Section 3.7 hereof. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of any road shall be placed or permitted to remain on any Vacant Sublot or Living Unit Lot where such hedge, shrubbery, tree or other planting interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and any road. Unless located within ten (10) feet of a Living Unit, no Builder or Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches or more at a point of three (3) feet above ground level, without obtaining the prior approval of the DRC that dead or diseased trees which are inspected and certified as dead or diseased by the DRC or its representatives, as well as dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed from any Vacant Sublot or Living Unit Lot by the Builder or Owner of the same.

(c) Design Review Committee Policies and Guidelines. Plans and specifications for buildings and other structures and for landscaping shall conform to a document entitled "Design Review Committee Policies and Guidelines" on file with the Master Association, as the same may be amended from time to time by the DRC. Any conflict between the provisions of the DRC Policies and Guidelines, and the provisions of this Master Declaration shall be resolved in favor of this Master Declaration. The plans and specifications submitted to the DRC shall be in such form and shall contain such information as may be reasonably required by the DRC. PROVIDED, HOWEVER, the provisions of this subsection requiring submission of plans and specifications to, and approval by the DRC, shall not be applicable to the Declarant nor any entity related to or affiliated with the Declarant and shall not be applicable to the Golf Club Property.

Declarant or the Master Association may at any time cause design and construction criteria for other structures within the Property including, without limitation, recreation structures, to be prepared and made applicable to the Property.

The decision of the DRC shall be based upon the applicable manual (as then amended) in effect of the time that the plans and specifications are submitted to the DRC.

Section 8.3 - Grounds for Disapproval

The DRC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following: (a) failure of such plans and specifications to comply with any Covenants and Restrictions contained in this Master Declaration or with design and construction criteria adopted by Declarant or the Master Association or the DRC; (b) failure to include information in such plans and specifications as may have been reasonably requested; (c) incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other nearby property; (d) objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity; (e) objection to the grading plan; (f) objection to the landscape plan; (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure; (h) objection based solely on aesthetic reasons; or (i) any other matter, in the reasonable judgment of the DRC, that will render the proposed building or structure or use inharmonious with the general plan of the improvement for the Property, or with the buildings, structures or uses located upon other parts of the Property or in the vicinity of the proposed building, structure or use.

In any case where the DRC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any such case, the DRC shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Section 8.4 - Right of Appeal

If the DRC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing, within ten (10) days after receipt of notice of the decision from the DRC. No later than thirty (30) days after receipt of notice of appeal, the Master Board shall examine the plans and specifications submitted, as well as the grounds upon which the DRC disapproves such plans and specifications. The affirmative vote of at least two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify a decision of the DRC.

Section 8.5 - Variances

The DRC may authorize variances from compliance with any of the provisions of the Design Review Committee Policies and Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances

may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in the body of this Master Declaration; or (c) prevent the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, or the issuance of any permit, or to comply with the terms of any financing shall not be considered a hardship warranting a variance.

Section 8.6 - Approval Expiration

Applicants must begin construction within one hundred twenty (120) days after final approval by the DRC in accordance with the DRC Policies and Guidelines. Failure to do so will automatically revoke approval without prior notice from the DRC. Time extensions may be requested from the DRC if written requests are received prior to the expiration of the one hundred twenty (120) days after final approval by the DRC. The DRC shall have the right to grant or reject a request for an extension of time in its sole and absolute discretion.

Section 8.7 - Violation of Article

(a) If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property, or any new use is commenced on any portion thereof otherwise than in accordance with plans and specifications approved by the DRC (unless exempt pursuant to the provisions of this Article VIII), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from either the DRC, any Board member or officer of the Master Association or the Declarant, any such building so altered, erected, placed or maintained upon any portion of the Property in violation hereof shall be promptly removed or altered and any such use shall be terminated as to extinguish such violation.

(b) If within seven (7) days after written notice of such a violation reasonable steps have not been taken by the violator toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion thereof, the Master Association and/or Declarant shall have the right, through agents and employees, to enter upon the land and/or Living Unit and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to otherwise cure the violation. In addition to the foregoing, the Master Association and/or Declarant shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article. The rights and remedies of the Master Association and Declarant pursuant to the Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. Moreover, 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 Master Code entitled "Hearing Procedure", a Person in violation of this Article VIII shall be obligated to the Master Association and/or Declarant for the 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 "delinquent" and shall, upon perfection as provided in Section 10.1, 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 obligations of any Occupant of such Owner's property.

Section 8.8 - Cost of Design Review Committee

The Declarant and the Master Association shall establish an annual budget for the cost and expenses of the DRC which may include, among other things, compensation for its members, support staff and the employment of professional consultants. The budget shall be part of the Common Expenses. The Board and/or the DRC shall have the right to charge fees sufficient to cover the expense for processing applications; reviewing plans, specifications and related data, whether or not the same are approved or disapproved, and compensating any consulting architects, landscape architects, designers, inspectors and/or attorneys retained in accordance with the terms hereof. The Declarant shall be exempt from any such fees.

Section 8.9 - Liability of Members of the Design Review Committee

No Member of the DRC shall be liable to the Association, any Member or any Person for his acts or omissions or failure to act in any particular manner.

ARTICLE IX
ASSESSMENTS

Section 9.1 - Definition of Assessments

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

- (a) All expenditures required to fulfill the responsibilities of the Master Association;

(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 Personal Vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Master Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(e) Such other costs, charges and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Master Declaration.

(f) The Assessments are separate and distinct from Cluster Assessments or Neighborhood Assessments.

Section 9.2 - Responsibility for Payment of Assessments

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

(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 (including the maximum number of Cluster Lots that may be created within a Cluster Block) shall be in an equal amount. During the Subsidy Period the Assessments per Living Unit and per Vacant Sublot (including the maximum number of Cluster Lots that may be created within a Cluster Block) shall be the following amounts:

Calendar Year	Full Year	Half Year
	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	\$300	\$150
1996	\$315	\$158
1997	\$331	\$165
1998	\$347	\$174

If a Living Unit or Vacant Sublot (including a Cluster Block) 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.

(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. Furthermore, the Owner of a Cluster Block shall be required to pay an Assessment for the maximum number of Cluster Sublots that may be created within such Cluster Block as stated on the Plat for such Cluster Block.

(iii) Share of the Declarant. During the Subsidy Period Declarant shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units, Vacant Sublots (including Cluster Blocks) 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 Master Association 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 Declarant 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 (including Cluster Blocks) 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 (including a Cluster Block) 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.

(c) In addition to the above Assessments, Neighborhood Assessments shall be levied against the Living Units and Vacant Sublots in particular portions of the Property for whose benefit Common Expenses are incurred, if such Neighborhood Assessments benefit less than all Members of the Master Association as a whole. Neighborhood Assessments shall be levied in accordance with the provisions of Subsequent Amendments submitting the Neighborhoods to the same or in accordance with contractual arrangements between a Neighborhood on one hand, and the Master Association on the other hand.

Section 9.3 - Computation of Neighborhood Assessments

It shall be the duty of the Master Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Master Board shall be entitled to set such budget only to the extent that this Master Declaration or the Master Code specifically authorizes the Master Board to assess certain costs as a Neighborhood Assessment. The Neighborhood Association or Committee for each Neighborhood may request that additional services or a higher level of services be provided by the Master Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated on an equal basis as Assessments among all Living Units and Vacant Sublots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment. The Master Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Living Unit in the Neighborhood for the coming year to be delivered to each Owner in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners in the Neighborhood which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition signed by at least twenty percent (20%) of the Owners in such Neighborhood. Meeting of Neighborhood Committees, if called, shall be conducted in accordance with Article V, Section III of the Master Code.

In the event the proposed budget for any Neighborhood is disapproved or the Master Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 9.4 - 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 Common Areas that are owned and/or operated by the Master Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Master Association with respect thereto.

Section 9.5 - Creation of Lien and Personal Obligation

Each Owner acquiring a Living Unit or Vacant Sublot (including a Cluster Block) covenants and agrees by acceptance of the deed to such Living Unit or Vacant Sublot (including a Cluster Block) whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Master Association all Assessments levied against such Owner in accordance with this Master 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 11.3 hereof shall, upon "Perfection" as provided in Section 10.1, become a continuing lien upon the interest of such Person in his Living Unit or Vacant Sublot (including a Cluster Block), 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 Master Association with respect to said Living Unit or Vacant Sublot.

Section 9.6 - 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 of 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 9.7 - 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 Master 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 Master Association, shall be entitled to a statement from the Trustees of the Master Board or an officer of the Master Association setting forth the amount of all unpaid Assessments due the Master Association 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 Master Declaration. The Master Association 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 X.

Section 9.8 - 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 Master Association, the Master Association 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 9.2 hereof as if the Additional Assessment were part of the original Assessment.

Section 9.9 - Exempt Property

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

Section 9.10 - Township's Right to Collect Assessments

The Township shall have the right to proceed against (a) the Master Association for reimbursement of costs expended by the Township pursuant to Section 6.13 hereof; and (b) a Cluster Association for reimbursement of costs expended by the Township pursuant to Section 6.14 hereof; in which event the Master Association or Cluster Association, as the case may be, shall collect Assessments from their respective members to reimburse the Township for such costs. If the Master Association and/or Cluster Association(s) fail to so collect Assessments from their respective members and remit such

Assessments to the Township, the Township shall have the right to proceed against the Master Association and/or Cluster Association(s) 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 Sections 6.13 and 6.14 hereof directly against the members of said associations, including the right to file liens against the Living Units and Vacant Sublots (including Cluster Blocks) of such members.

ARTICLE X
LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Builder shall fail to pay an Assessment, Additional Assessment, Cluster Area Assessment or Neighborhood Assessment levied in accordance with this Master Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment, Additional Assessment, Cluster Area Assessment or Neighborhood Assessment is delinquent, or if an Owner or a Builder shall violate any rule or breach any restriction, covenant or provision contained in this Master Declaration or in the Master Code, the Master Board 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 for 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 Master Declaration authorizing the Certificate of Lien.

Section 10.2 - 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 10.3 - Priority

A lien perfected under this Article X 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 Master Association after authorization from the Master Board. 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 Master Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

The Declarant or any Owner or Builder who believes that an Assessment, Cluster Area Assessment or Neighborhood Assessment levied by the Master Association against him for which a Certificate of Lien has been filed by the Master Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 15.9 of this Master 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 10.5 - No Waiver Implied

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

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X 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 representatives, successors and assigns of such delinquent Owner.

ARTICLE XI
REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment, Additional Assessment, Cluster Area Assessment or a Neighborhood 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 Master Association matters until said Assessment, Additional Assessment, Cluster Area Assessment or Neighborhood Assessment is paid in full.

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Master Declaration or in the Master Code, shall give the Master Association and the Original Declarant 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 Master Declaration, the Master Code, or the Rules, and the Master Association, 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 Master Association 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 Master Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment, Additional Assessment, Cluster Area Assessment or Neighborhood Assessment when due or upon delinquency in the payment of any sums or cost due under this Master Declaration, the Master Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Master 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 Master Association 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 Master Board 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 Master Association, 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 X of this Master Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 11.4 - Binding Effect

The remedies provided in this Article XI 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 Master Declaration.

ARTICLE XII NO PARTITION

Except as is permitted in this Master Declaration or in any amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Master Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Master Declaration.

ARTICLE XIII CONDEMNATION

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

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant is a Class "B" Member), and at least seventy-five percent (75%) of

the Class "A" Members of the Master Association shall otherwise agree by Personal Vote, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Master Board. 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 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 Master Association and used for such purposes as the Master Board shall determine in its sole and absolute discretion.

ARTICLE XIV 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 Master Declaration and to the Master Code. 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 Master Declaration for specific actions.

Section 14.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Master Association (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 Master Association;
- (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 Master Association; or

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

Section 14.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

(a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Master Declaration and the original plans and specifications unless the approval of the Eligible Holders of first mortgages on Living Units to which 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, is obtained to act otherwise.

(b) Any election to terminate the Master Association 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 14.3 - Amendments to Documents

The following provisions apply to amendments to the constituent documents or termination of the Master Association 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 Master Association.

(b) The Personal 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 the Declaration, Master Code, or Articles of Incorporation of the Master Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

- (ii) Assessments, Additional Assessments, Cluster Area Assessments, Neighborhood Assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance for fidelity bonds;
- (v) rights to use of the 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 (this provision is subject and subordinate to any provision in documents creating a Cluster Area or Neighborhood or in an agreement for the sale by the Declarant of Vacant Sublots.);
- (viii) establishment of self-management by the Master Association where professional management has been required by an Eligible Mortgage Holder; or
- (ix) any provisions included in this Master Declaration, Master Code, or Articles of Incorporation which are for the express benefit of Eligible Mortgage Holders on Living Units and Vacant Sublots.

Section 14.4 - Special Federal National Mortgage Association Provisions

So long as required by the Federal National Mortgage Association, the following provisions shall apply to this Master 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 Master 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 common elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the general or limited common elements or rights to their use; (vi) redefinition of any Living Unit boundaries; (vii) convertibility of Living Units into common elements 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 Master Association 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 Master 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 14.5 - 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 Master Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Master Association shall not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Master Association (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, dues 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 the Master Declaration; or (v) use hazard insurance proceeds for any Common Area 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 Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 - Covenants Run With the Property; Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Master 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 Property that is submitted to all or any portion of this Master Declaration, whether or not the same incorporates or refers to this Master Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Master Declaration and to incorporate said Master 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 15.2 - Duration

Unless sooner terminated as hereinafter provided, the Covenants, Conditions and Restrictions of this Master Declaration shall continue for a term of fifty (50) years from the date this Master 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 15.3 - Notices

Any notices required to be given to any Person under the provisions of this Master 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" of 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 Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Declarant, 6416 Wadsworth Road, Medina, Ohio 44256, with a copy to Richard A. Rosner, Esquire, Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A., The Tower At Erieview, Suite 2600, Cleveland, Ohio 44114.

Any notices to the Township pursuant to Sections 6.13 or 6.14 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 William L. Thorne, Assistant County Prosecutor, 60 Public Square, Medina, Ohio 44256.

Section 15.4 - 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 Master Declaration. The failure by the Master Association or any one permitted by this Master 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 15.5 - Construction of the Provisions of this Master Declaration

The Declarant, the Master Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Master 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 Declarant, the Master Association or the Design Review Committee 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 Declarant, the Master Association or the Design Review Committee, as the case may be.

The Master Association and the Design Review Committee to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Master 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 Master Association and the Design Review Committee, as the case may be, shall take into consideration the best interests of the Declarant(s), Owners, Tenants and Occupants to the end that Fox Meadow shall be preserved and maintained as a high quality, residential golf club community.

Section 15.6 - Reservations by Original Declarant - Exempt Property

(a) Original Declarant reserves the right and easement for itself and owners of nearby lands to whom Original Declarant, in Original Declarant'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 Property (as the Property 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 Property. 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) Original Declarant 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) Original Declarant reserves the right to enter into covenants and easements with any utility or public authority which Original Declarant believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).

(d) Original Declarant 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 Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Original Declarant, notwithstanding any covenant, easement, restriction or provision of this Master Declaration or its exhibits, which may be to the contrary.

(e) Original Declarant 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 Master 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 Original Declarant prior to the filing of this Master Declaration or subsequent thereto, shall at all times have priority over the provisions of this Master Declaration and any lien created under this Master Declaration.

(g) So long as Declarant has an Ownership Interest in the Property, no Person (including a Builder) shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property (including a Cluster Area) without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

(h) So long as Declarant continues to have rights under this Subsection, all sales, promotional, and advertising materials, and all forms for deeds, contracts for sale and other closing documents for the subdivision and sale of Vacant Sublots by any Builder, or the sale or lease of a Living Unit by any Builder, shall be subject to the written approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific reasons therefore or changes required to obtain such approval. If Declarant fails to so notify any Builder within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained or the request to use such materials or documents is withdrawn or abandoned.

Section 15.7 - Assignability by Original Declarant

The Original Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as a Declarant under this Master Declaration (but not the rights expressly conferred upon the Original Declarant), provided that the deed or

other writing selected by Original Declarant, in Original Declarant's sole discretion, shall expressly state that the rights of a Declarant shall be assigned. Any such assignment may provide that said assignee shall have the rights of a Declarant (other than those rights reserved by the Original Declarant in any such assignment) set forth in this Master Declaration with respect to the Living Units and/or real property owned by such designee.

Section 15.8 - 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 15.9 - Arbitration

Unless otherwise provided in this Master Declaration, any controversy, dispute or claim arising out of or relating to this Master 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 15.10 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by the Personal Vote of seventy-five percent (75%) of the Class "A" Members or by a vote of seventy-five percent (75%) of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Master Declaration or the Master Articles of Incorporation or Master Code of the Master Association to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the Cluster Area or Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master 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 Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 15.11 - Validity of Mortgages

No violation of any Easement, Covenant or Restriction of this Master Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value

upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Master Declaration as fully as any other Owner of any portion of the Property.

Section 15.12 - Amendment of Master Declaration

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

(a) For so long as the Declarant or a successor designated by the Declarant is the Owner of a fee simple interest in the Property, the Original Declarant shall be entitled from time to time to amend or modify any of the provisions of this Master Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if 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 Sections 6.13 and 6.14 and other sections of this Master Declaration granting rights to the Township without the prior written consent of the Township first obtained. To modify the Master Declaration in accordance with this paragraph, Original Declarant shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Original Declarant's request, be executed by the Master Association 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 Original Declarant 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 Original Declarant and filed for record with the Recorder of Medina County.

(b) This Master Declaration may also be amended by Original Declarant or a successor designated by Declarant or the Master Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National 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 Master 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 coverages for the Master Association; 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 Master Declaration and other documents governing 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 Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Master Board 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 Property 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 Original Declarant to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Declarant shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Declarant and shall be effective upon the filing of the Subsequent Amendment with the Medina County Recorder.

(c) Original Declarant shall have the right to amend this Master 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 Original Declarant in this Master Declaration.

(d) Except as expressly provided in this Master Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Master Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the Personal 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 Master 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 Master Declaration shall not be amended (except as expressly provided to the contrary in this Master 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 Declarant in this Master Declaration shall not be effective without the prior written consent of Declarant; and provided further, that any amendment which would terminate or materially affect the rights of the Township under this Master 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 Master 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 Master Association, signed by the Declarant if the amendment affects the rights of the Declarant and filed for record with the Medina County Recorder.

(e) Notwithstanding anything in this Master Declaration to the contrary, no amendment to this Master Declaration shall affect or modify in any way any of the provisions of this Master 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 15.13 - Interest Rates

After this Master 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 15.14 - Headings

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

Section 15.15 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Master Declaration shall be unlawful or void for violation of (a) the rule 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 of the United States of America.

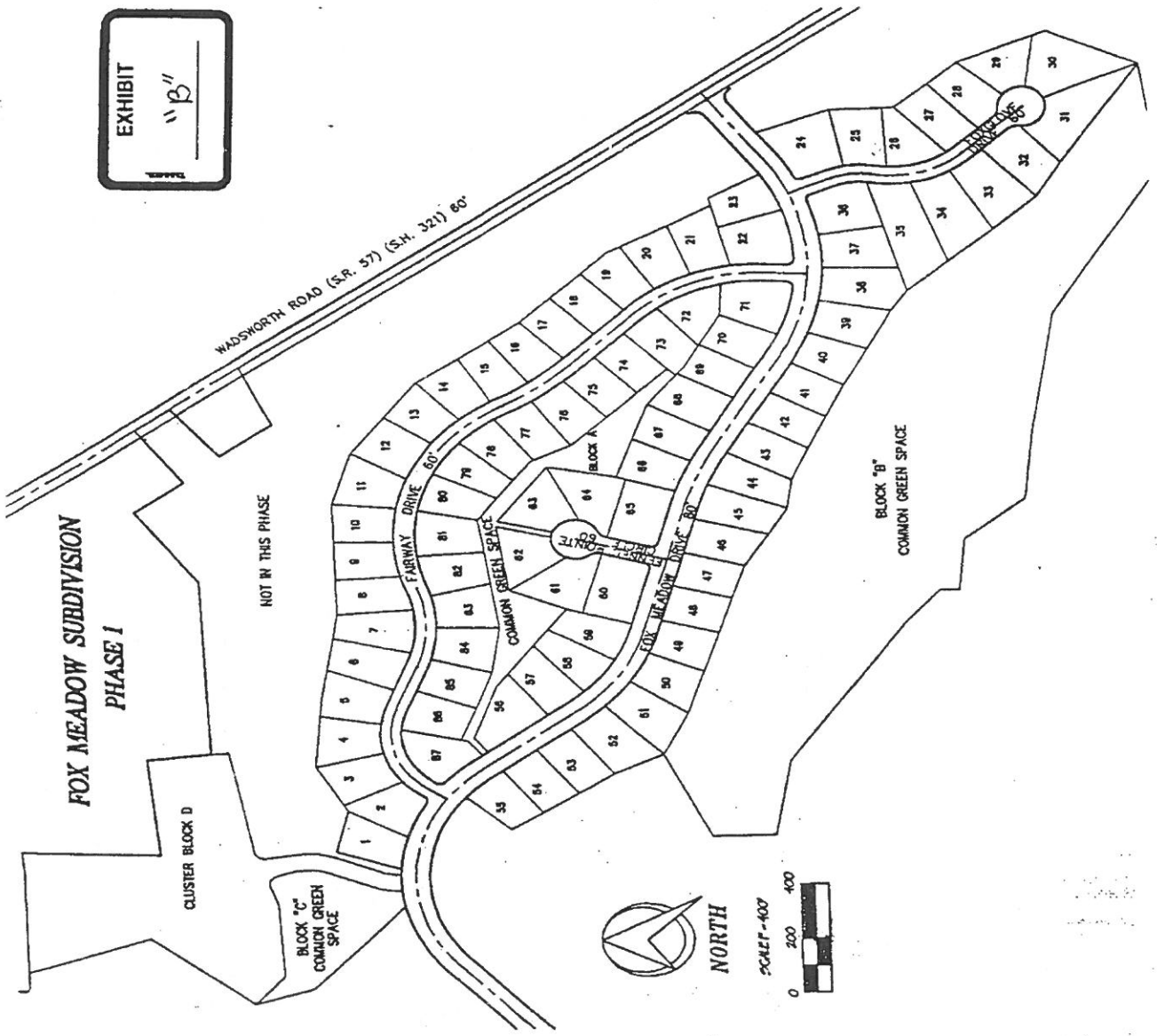
EXHIBIT "A"

Legal Description of Property

Situated in the Township of Montville, County of Medina and State of Ohio and being known as Sublot Nos. 1 through 87, inclusive, Cluster Block D and Blocks "A", "B" and "C" Common Green Space in Fox Meadow Subdivision, Phase 1, being a part of Original Montville Township Lot Numbers 31, 41, 42, 51, 52 and 61, as shown by subdivision plat recorded in Volume 26 of Maps, Page 150 of Medina County Records, be the same, more or less, but subject to all legal highways.

P.P. # 030-11A-17-002(S/L 1)
030-11A-18-006 thru 030 (S/L2 thru 26)
030-11A-22-001 thru 007 (S/L27 thru 33)
030-11A-18-031 thru 084 (S/L34 thru 87)
030-11A-18-085 Block A
030-11A-18-086 Block B
030-11A-17-003 Block C
030-11A-17-004 Block D

EXHIBIT
"B"



FOX MEADOW SUBDIVISION
PHASE I

CLUSTER BLOCK D

BLOCK "C"
COMMON GREEN SPACE

NOT IN THIS PHASE

FARWAY DRIVE

COMMON GREEN SPACE

TRANSFER POINT

FOX MEADOW DRIVE

BLOCK "B"
COMMON GREEN SPACE



NORTH

SCALE - 400'

