

MEDINA COUNTY RECORDER  
NANCY ABBOTT

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MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS

OF

FOX MEADOW SUBDIVISION PHASE 4  
MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

BEING DEVELOPED BY:

Fox Meadow Development, Ltd.  
7976 Broadview Road ~ Suite 108  
Broadview Heights, Ohio 44147-1202  
(440)838-1900

June 22, 1999

**DECLARATION**

Submitting the property known as Fox Meadow Subdivision Phase 4, being located in Montville Township, Medina County, Ohio.

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

Date: \_\_\_\_\_, 19\_\_\_\_

**Medina County Recorder**

**By:** \_\_\_\_\_

22106-2

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Preamble: Property Subject to this Declaration; Fox Meadow Subdivision Phase 4 Subject to Master Declaration	2
Section 1.1 - Preamble	2
Section 1.2 - Fox Meadow Subdivision Phase 4	2
Section 1.3 - Expansion and Contraction of Fox Meadow Subdivision Phase 4	2
Section 1.4 - Fox Meadow Subdivision Phase 4 Subject to Master Declaration	3
Section 1.5 - No Governmental Responsibility for Care and Maintenance of Non-Dedicated Right-of-Way	3
ARTICLE II - Exhibit and Definitions	3
Section 2.1 - Exhibits	3
Section 2.2 - Definitions	3
ARTICLE III - Easements	8
Section 3.1 - Utility Easements	8
Section 3.2 - Easement for Ingress and Egress	8
Section 3.3 - Common Areas of Fox Meadow Subdivision Phase 4	9
Section 3.4 - Easements for Construction, Alteration, etc.	9
Section 3.5 - Emergency and Service Easements	9
Section 3.6 - Easements for the Golf Course Property	9
Section 3.7 - Cross-Easements	11
Section 3.8 - Easements for Community Signs	12
Section 3.9 - Easements to Maintain Sales Offices, Models, etc.	12
Section 3.10- Maintenance Easement	12
Section 3.11- Environmental Easement	12
Section 3.12- Scope of Easements and Dedication of Roadways and Utilities	13
Section 3.13- Easements to Run With the Lands	13
Section 3.14- Access and Right-of-Way	14
ARTICLE IV - Ownership and Operation of Common Areas	14
Section 4.1 - Conveyance of Fox Meadow Subdivision Phase 4 Common Areas	14
Section 4.2 - Use of Fox Meadow Subdivision Phase 4 Common Areas	14

ARTICLE V -	The Association of Fox Meadow Subdivision Phase 4	14
	Section 5.1 - Existence	14
	Section 5.2 - Membership and Voting Rights	15
	Section 5.3 - Board of Officers and the Association of Fox Meadow Subdivision Phase 4	16
	Section 5.4 - Rights of the Association of Fox Meadow Subdivision Phase 4	16
ARTICLE VI -	Responsibilities of the Association of Fox Meadow Subdivision Phase 4	17
	Section 6.1 - Maintenance of Fox Meadow Subdivision Phase 4 Areas of Common Responsibility	17
	Section 6.2 - Fox Meadow Subdivision Phase 4 - Maintenance	19
	Section 6.3 - Taxes and Assessments	19
	Section 6.4 - Utilities	19
	Section 6.5 - Insurance	19
	Section 6.6 - Management	23
	Section 6.7 - Upgrading	23
	Section 6.8 - Enforcement	24
	Section 6.9 - Rules and Regulations	24
	Section 6.10- General	24
	Section 6.11- Builder's Rights	24
	Section 6.12- Compliance with Zoning Resolution of Montville Township, Medina County, Ohio with Respect to Fox Meadow Subdivision Phase 4 Green Space of Fox Meadow Subdivision Phase 4	24
ARTICLE VII -	Covenants and Restrictions	25
	Section 7.1 - Covenant of Good Maintenance	26
	Section 7.2 - Trailers	26
	Section 7.3 - Fences, Walls and Hedges	26
	Section 7.4 - Nuisance	26
	Section 7.5 - Animals	26
	Section 7.6 - Signs	27
	Section 7.7 - Storage of Material and Trash Handling	27
	Section 7.8 - Commercial or Professional Uses	27
	Section 7.9 - Storage of Vehicles and Machinery; No Parking on Dedicated Roads	28
	Section 7.10- Firearms; Preservation of Wildlife	28
	Section 7.11- Control of Trucks, Commercial Vehicles	28
	Section 7.12- Traffic Regulations; Golf Carts	29
	Section 7.13- Poles, Wires, Antennae and Satellite Dishes	29

	Section 7.14- Exterior Appearance and Lights on Exterior of Residences	29
	Section 7.15- Grading	29
	Section 7.16- Drainage Ditches	29
	Section 7.17- Resubdivision of Lots	29
	Section 7.18- Golf Course Property	30
	Section 7.19- Use of Golf Course Property	30
	Section 7.20- Use of the Name "Fox Meadow Subdivision Phase 4"	30
	Section 7.21- Wavier of Subrogation	30
	Section 7.22- Violation of This Article	31
	Section 7.23- Restrictions of Other Documents	31
	Section 7.24- Certificate of Compliance with Restrictions	31
ARTICLE VIII -	Assessments	32
	Section 8.1 - Definition of Assessments	32
	Section 8.2 - Responsibility for Payment of Assessments	32
	Section 8.3 - No Exemption for Non-Use of Facilities; No Refund of Reserves	33
	Section 8.4 - Creation of Lien and Personal Obligation	34
	Section 8.5 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments	34
	Section 8.6 - Liability for Assessments on voluntary conveyance	34
	Section 8.7 - Additional Assessments	35
	Section 8.8 - Exempt Property	35
	Section 8.9 - Township's Right to Collect Assessments	35
ARTICLE IX -	Liens	35
	Section 9.1 - Perfection of Lien	35
	Section 9.2 - Duration of Lien	36
	Section 9.3 - Priority	36
	Section 9.4 - Dispute as to Assessment	36
	Section 9.5 - No Waiver Implied	36
	Section 9.6 - Personal Obligations	36
ARTICLE X -	Remedies of the Association	37
	Section 10.1 - Forfeiture	37
	Section 10.2 - Specific Remedies	37
	Section 10.3 - Cost of Collection	37
	Section 10.4 - Binding Effect	38
ARTICLE XI -	No Partition	38

ARTICLE XII -	Condemnation	38
ARTICLE XIII-	Mortgagees' Rights	39
	Section 13.1 - Notices of Action	39
	Section 13.2 - Other Provisions for First Lien Holders	39
	Section 13.3 - Amendments to Documents	40
	Section 13.4 - Special Federal National Mortgage Association Provisions	41
	Section 13.5 - Special Federal Home Loan Mortgage Corporation Provisions	42
ARTICLE XIV -	General Provisions	42
	Section 14.1 - Covenants Run With the Property; Binding Effect	42
	Section 14.2 - Duration	43
	Section 14.3 - Notices	43
	Section 14.4 - Enforcement - Waiver	43
	Section 14.5 - Construction of the Provisions of this Declaration	43
	Section 14.6 - Reservations by Builder - Exempt Property	44
	Section 14.7 - Assignability by Builder	45
	Section 14.8 - Severability	45
	Section 14.9 - Arbitration	45
	Section 14.10- Litigation	45
	Section 14.11- Validity of Mortgages	45
	Section 14.12- Amendment of Declaration of Fox Meadow Subdivision Phase 4	46
	Section 14.13- Interest Rates	47
	Section 14.14- Headings	48
	Section 14.15- Rules Against Perpetuities	48
EXHIBITS TO DECLARATIONS		
	Exhibit "A" Legal Description of Property	50

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF FOX MEADOW SUBDIVISION PHASE 4**  
**("The Declaration of the Fox Meadow Subdivision Phase 4") or ("This Declaration")**

22 THIS DECLARATION OF FOX MEADOW SUBDIVISION PHASE 4, made as of the 22 day of JUNE, 1999 by Fox Meadow Development, Ltd., an Ohio limited liability company (referred to herein as the "Builder").  
1999 PL 000085

**PREAMBLE**

A. The Builder is the owner of real property in Montville Township, Medina County, Ohio, legally described in Exhibit "A" ("Fox Meadow Subdivision Phase 4"), 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. Fox Meadow Subdivision Phase 4 is part of Fox Meadow, a planned community ("Fox Meadow") and is thereby governed by a document entitled "Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow," Montville Township, Medina County, Ohio, recorded January 11, 1995, Volume OR 1002, Page 794 of Medina County Records (herein "Master Declaration").

C. Fox Meadow Subdivision Phase 4 consists of Single-family Sublots and Common Areas, including Green Space, all as hereafter defined.

D. Fox Meadow Subdivision Phase 4 may be developed as one residential community with open space.

E. The Builder desires to provide for: (a) the orderly development of Fox Meadow Subdivision Phase 4; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Fox Meadow Subdivision Phase 4 Green Space (hereafter defined); (d) the use and maintenance of Fox Meadow Subdivision Phase 4 Areas of Common Responsibility (hereafter defined); (e) the compliance with the Zoning Resolution of Montville Township (the "Township") and the Medina County Subdivision Regulation; and (f) the protection of values within Fox Meadow Subdivision Phase 4. The foregoing is being provided so that the residents of Fox Meadow Subdivision Phase 4 may enjoy a fine environment for themselves and their families. For such purposes, the Builder has prepared this Declaration of Fox Meadow Subdivision Phase 4 to define the manner in which Fox Meadow Subdivision Phase 4 shall be governed and administered.

F. An association will be required to regulate, administer and govern Fox Meadow Subdivision Phase 4 (including the ownership of Fox Meadow Subdivision Phase 4 Common Areas) for the fulfillment of the foregoing purposes with the power to levy and collect assessments from the Owners (hereafter defined) within Fox Meadow Subdivision Phase 4 and to pay the cost and expense of operation, maintaining, repairing and replacing Fox Meadow Subdivision Phase 4 Areas of Common Responsibility. The Builder has assigned such functions to the Association of Fox Meadow Subdivision Phase 4, a corporation not-for-profit, that Builder has caused to be created under the laws of the State of Ohio ("Fox Meadow Subdivision Phase 4 Association" or the "Association of



Fox Meadow Subdivision Phase 4"). The Fox Meadow Subdivision Phase 4 Association will be required to regulate, administer and govern Fox Meadow Subdivision Phase 4 (hereafter defined) and to own and administer Fox Meadow Subdivision Phase 4 Common Area (hereafter defined), including Fox Meadow Subdivision Phase 4 Green Space (hereafter defined).

NOW, THEREFORE, Builder declares Fox Meadow Subdivision Phase 4 and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Declaration of Fox Meadow Subdivision Phase 4 shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively the "Covenants and Restrictions") provided in this Declaration of Fox Meadow Subdivision Phase 4, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interests in or to any part of Fox Meadow Subdivision Phase 4, or any other property as made by Subsequent Amendment by added to and subjected to this Declaration of Fox Meadow Subdivision Phase 4 and certain of which Covenants and Restrictions shall inure to the benefit of the Township (hereafter defined), their (such Person's and the Township's) respective heirs, personal representatives, successors and assigns.

#### ARTICLE I

#### PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION; FOX MEADOW SUBDIVISION PHASE 4 SUBJECT TO MASTER DECLARATION

##### Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Declaration of Fox Meadow Subdivision Phase 4.

##### Section 1.2 - Fox Meadow Subdivision Phase 4

Fox Meadow Subdivision Phase 4 which is an shall be owned, held, transferred, sold, used and occupied subject to this Declaration of Fox Meadow Subdivision Phase 4 and the Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow, Montville Township, Medina County, Ohio (herein "Master Declaration"), is the real property described in Exhibit "A" and is shown on the plot plan attached as Exhibit "B."

##### Section 1.3 - Expansion and Contraction of Fox Meadow Subdivision Phase 4

(a) Subject to the provisions of the Master Declaration, the Builder reserves the right from time to time to add additional property to Fox Meadow Subdivision Phase 4 and subject the same to the provisions of the Declaration of Fox Meadow Subdivision Phase 4 in accordance with the provisions of the Master Declaration. To add any additional property, the Builder shall execute and record a Subsequent Amendment to this Declaration of Fox Meadow Subdivision Phase 4 which expressly provides that the land described therein shall become a part of Fox Meadow Subdivision Phase 4 and shall be subject to the Covenants and Restrictions set forth in this Declaration of Fox Meadow Subdivision Phase 4, except as the same may be modified by the Subsequent Amendment.

(b) The Builder reserves the right from time to time to delete lands from and thereby to free such land from the provisions of this Declaration of Fox Meadow Subdivision Phase 4, in accordance with the provisions of the Master Declaration. Lands not owned by Builder may be deleted from Fox Meadow Subdivision Phase 4 only with the written consent of the title owner thereof. To delete such lands, the Builder shall execute and record a Subsequent Amendment to this Declaration of Fox Meadow Subdivision Phase 4 which expressly provides that the land described therein shall no longer be a part of Fox Meadow Subdivision Phase 4 and shall no longer be subject to the covenants and restrictions set forth in this Declaration of Fox Meadow Subdivision Phase 4. No deletion of land from Fox Meadow Subdivision Phase 4 shall occur unless both the portions(s) of the land deleted and the remaining portions of Fox Meadow Subdivision Phase 4 comply with the Township zoning requirements and the provisions of the Master Declaration.

Section 1.4 - Fox Meadow Subdivision Phase 4 Subject to Master Declaration

Fox Meadow Subdivision Phase 4 and this Declaration of Fox Meadow Subdivision Phase 4 shall be subject to the provisions, including Definitions, of the Master Declaration which is incorporated by reference herein. Should any provision in this Declaration of Fox Meadow Subdivision Phase 4 be in conflict with any provision of the Master Declaration, then the provision of the Master Declaration shall govern. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Master Declaration; provided, however, that the definition of "Declarant" used in this Declaration shall be as defined in Section 2.2 hereof.

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

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

**ARTICLE II**  
**EXHIBIT AND DEFINITIONS**

Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration of Fox Meadow Subdivision Phase 4:

EXHIBIT "A": A legal description of Fox Meadow Subdivision Phase 4.  
EXHIBIT "B": A plat of Fox Meadow Subdivision Phase 4.

Section 2.2 - Definitions

All Definitions in Section 2.2 of the Master Declaration are specifically incorporated by reference herein. In addition, for the purposes of brevity and clarity, certain words and terms used in this Declaration of Fox Meadow Subdivision Phase 4 are defined as follows:

(a) "ASSESSMENTS." The Assessments levied against all owners of Living Units at Fox Meadow Subdivision Phase 4 and Vacant Sublots within Fox Meadow Subdivision Phase 4 to fund Expenses of the Association of Fox Meadow Subdivision Phase 4.

(b) "ASSOCIATION OF FOX MEADOW SUBDIVISION PHASE 4" OR "FOX MEADOW SUBDIVISION PHASE 4 ASSOCIATION." A non-profit Ohio corporation created to own, govern, operate, control and administer Fox Meadow Subdivision Phase 4 Common Areas, including Fox Meadow Subdivision Phase 4 Green Space. All owners of Sublots of Fox Meadow Subdivision Phase 4 shall be member of the Association of Fox Meadow Subdivision Phase 4. An Association of Fox Meadow Subdivision Phase 4 shall not be dissolved nor shall it dispose of any Fox Meadow Subdivision Phase 4 Common Areas or Fox Meadow Subdivision Phase 4 Green Space or recreation facility without: (i) having established a successor entity to take over said property pursuant to the Township's zoning resolution; and (ii) the approval of the Township's trustees.

(c) "BUILDER." Fox Meadow Development, Ltd., an Ohio limited liability company, the specifically designated successor or assigns of any of its rights as Builder under this Declaration of Fox Meadow Subdivision Phase 4 or under any supplement to this Declaration of Fox Meadow Subdivision Phase 4 involving Fox Meadow Subdivision Phase 4 as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Builder for purposes of this Declaration of Fox Meadow Subdivision Phase 4 unless and until such person or entity has been specifically so designated by the Builder herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Builder only to the particular rights and interests of Builder under this Declaration of Fox Meadow Subdivision Phase 4 or under a supplement to this Declaration of Fox Meadow Subdivision Phase 4.

(d) "CLASS 'B' CONTROL PERIOD." The period of time during which the Class "B" Members (the Builder) shall serve as the sole Trustee of Fox Meadow Subdivision Phase 4 Board as provided in Article III, Section 2 of the Code of Regulations of the Association of Fox Meadow Subdivision Phase 4.

(e) "PRIVATE ROADS." Private roads within Fox Meadow Subdivision Phase 4 Area serving the Living Units situated on Fox Meadow Subdivision Phase 4. The Private Roads are owned and administered by the Fox Meadow Subdivision Phase 4 Association.

(f) "SINGLE-FAMILY SUBLLOT" or "FOX MEADOW SUBDIVISION PHASE 4 SUBLOTS." An originally platted lot within Fox Meadow Subdivision Phase 4 upon which a single-family detached dwelling may be constructed.

(g) "COMMUNITY-WIDE STANDARD." The standard conduct, maintenance, or other activity generally prevailing within Fox Meadow Subdivision Phase 4 as that term is also defined in the Master Declaration. Such standard may be more specifically determined and set forth by Fox Meadow Subdivision Phase 4 Board.

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

(i) "FOX MEADOW SUBDIVISION PHASE 4 AREAS OF COMMON RESPONSIBILITY." Fox Meadow Subdivision Phase 4 Areas of Common Responsibility shall mean and refer to: (i) Fox Meadow Subdivision Phase 4 Common Area, including Fox Meadow Subdivision Phase 4 Green Space; (ii) the entrances to Fox Meadow Subdivision Phase 4 situated off of existing and future streets within the Fox Meadow Property, including Fox Meadow Drive (the "Entrances") and landscaping, irrigation systems (if any), lighting and other improvements operated by the Association of Fox Meadow Subdivision Phase 4 at the entrances and elsewhere within Fox Meadow Subdivision Phase 4; (iii) any security facilities, including walls and fences; (iv) signs, street lights (if any) and walks or pathways (if any); (v) storm and drainage that generally serves Fox Meadow Subdivision Phase 4; (vi) real and personal property owned by the Association of Fox Meadow Subdivision Phase 4; (vii) real and personal property not owned by Fox Meadow Subdivision Phase 4 but determined by Fox Meadow Subdivision Phase 4 Board to be the responsibility of the Association of Fox Meadow Subdivision Phase 4; (viii) together with those areas, if any, which by contract with any Neighborhood (hereafter defined), Fox Meadow Master Association, the Golf Club (hereafter defined) with any commercial establishment or association, or with any local governmental authority become the responsibility of the Association of Fox Meadow Subdivision Phase 4; or (ix) the berms around Fox Meadow Subdivision Phase 4. Any portions of public rights-of-way within or adjacent to Fox Meadow Subdivision Phase 4 Property (boulevard entrances and cul-de-sac islands) may be part of the Areas of Common Responsibility.

(k) "FOX MEADOW SUBDIVISION PHASE 4 COMMON AREAS." All portions of Fox Meadow Subdivision Phase 4 exclusive of Fox Meadow Subdivision Phase 4 Sublots. Fox Meadow Subdivision Phase 4 Common Areas include private drives off of dedicated streets to serve Living Units at Fox Meadow Subdivision Phase 4 and Fox Meadow Subdivision Phase 4 Green Space.

(l) "FOX MEADOW SUBDIVISION PHASE 4 GREEN SPACE." Land that is set aside in Fox Meadow Subdivision Phase 4 for the primary use of Living Units at Fox Meadow Subdivision Phase 4 pursuant to the Township's Controlled Density Residential Development zoning classification that is not utilized for Fox Meadow Subdivision Phase 4 Sublots and Fox Meadow Subdivision Phase 4 Roads.

(m) "FOX MEADOW SUBDIVISION PHASE 4 LIVING UNITS" or "LIVING UNITS." A single-family detached dwelling situated within Fox Meadow Subdivision Phase 4.

For the purposes of this Declaration of Fox Meadow Subdivision Phase 4, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same.

(n) "LIVING UNIT LOT." An originally platted single-family subplot upon which a Living Unit (including a Living Unit at Fox Meadow Subdivision Phase 4) has been constructed. (See (f) "Single-family Sublot.")

(o) "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.

(p) "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 Single-family Living Units, i.e., Fox Meadow Subdivision Phase 4 Living Units) and the Vacant Sublots (including vacant Single-family Sublots, i.e., Fox Meadow Subdivision Phase 4 Sublots), and to supervise and enforce the Master Declaration. The Master Association shall not be dissolved nor shall it dispose of any Common Green Space or recreation facility without: (i) having established a successor entity to take over said property pursuant to the Township's zoning resolution; and (ii) the approval of the Township's trustees. Membership in the Master Association shall be mandatory of all Owners.

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

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

(s) "MASTER SITE PLAN." The preliminary site plan of the Property and adjacent land which currently show a total of 448 dwelling units, including 291 Sublots and 157 Cluster Sublots, as the same may be supplemented, modified and amended from time to time. Phase II of the Property consists of 79 sublots and Cluster Block X (i.e., Country Lakes at Fox Meadow) upon which it is anticipated 122 Cluster Sublots will be platted. Phase III of the Property consists of 20 Sublots, and Phase IV consists of 48 Sublots (Fox Meadow Subdivision Phase 4).

(t) "MEMBER." A person or entity entitled to membership in the Association of Fox Meadow Subdivision Phase 4, as provided herein. The Golf Club Property Owner is not a Member of The Association of Fox Meadow Subdivision Phase 4.

(u) "OCCUPANT." A person in possession of a Fox Meadow Subdivision Phase 4 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.

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

(w) "OWNER." The record Owner of fee simple title to (a) any Fox Meadow Subdivision Phase 4 Living Unit, including the Builder (except as otherwise provided herein) with respect to any unsold Living Unit, and (b) any Vacant Sublot (including a Vacant Fox Meadow Subdivision Phase 4 Sublot), but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Fox Meadow Subdivision Phase 4 Living Unit is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of the Declaration of Fox Meadow

Subdivision Phase 4, 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 Fox Meadow Subdivision Phase 4 Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the Tenant residing in Fox Meadow Subdivision Phase 4 Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Fox Meadow Subdivision Phase 4 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.

(x) "OWNERSHIP INTEREST." The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Fox Meadow Subdivision Phase 4 Living Unit.

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

(z) "PLAT." The subdivision plat for the portion of Fox Meadow Subdivision Phase 4 designated in the Fox Meadow Subdivision - Phase IV and additional plats of Fox Meadow Subdivision Phase 4.

(aa) "RULES OF FOX MEADOW SUBDIVISION PHASE 4." Rules and regulations that govern the operation and use of Fox Meadow Subdivision Phase 4 Living Units and Fox Meadow Subdivision Phase 4 Areas of Common Responsibility, including the Common Areas of Fox Meadow Subdivision Phase 4, as such rules and regulations may be adopted from time to time by Fox Meadow Subdivision Phase 4 Board to implement and carry out the provisions and intent of this Declaration.

(bb) "SUBSEQUENT AMENDMENT." An Amendment to this Declaration which adds additional property to that covered by this Declaration of Fox Meadow Subdivision Phase 4 or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or otherwise amend this Master Declaration and/or the Master Code.

(cc) "SUBSIDY PERIOD." The Subsidy Period for Assessments attributable to Fox Meadow Subdivision Phase 4 Areas of Common Responsibility shall be for a period beginning as of the date of this Declaration of Fox Meadow Subdivision Phase 4 and ending December 1, 2000 or when there are 30 Living Units, whichever shall first occur.

(dd) "TENANT." Any person(s) having possessory leasehold estate in a Fox Meadow Subdivision Phase 4 Living Unit, other than an Owner.

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

(ff) "VACANT FOX MEADOW SUBDIVISION PHASE 4 SUBLLOT." Vacant Fox Meadow Subdivision Phase 4 Sublot shall mean, at any given time, any portion of Fox Meadow Subdivision Phase 4: (i) that is a Fox Meadow Subdivision Phase 4 Sublot for which a plat has been recorded designating such portion of Fox Meadow Subdivision Phase 4 as a lot upon which only one

single family resident may be constructed; (ii) which has been conveyed to a person or entity other than the Builder; and (iii) upon which no Living Unit is situated.

(gg) "VACANT FOX MEADOW SUBDIVISION PHASE 4 SUBLOT OWNER." Vacant Fox Meadow Subdivision Phase 4 Sublot Owner shall mean the record titleholder (other than the Original Declarant or Builder), whether one or more persons or entities of the fee simple title to any Vacant Fox Meadow Subdivision Phase 4 Sublot. The term "Vacant Fox Meadow Subdivision Phase 4 Sublot Owner" shall not mean or refer to any mortgagee of any Vacant Fox Meadow Subdivision Phase 4 unless and until such mortgage has acquired title to such Vacant Fox Meadow Subdivision Phase 4 Sublot pursuant to foreclosure or any proceeding in lieu of foreclosure.

### ARTICLE III EASEMENTS

#### Section 3.1 - Utility Easements

There is hereby reserved in favor of Master Declarant and granted to the Master Association, Association of Fox Meadow Subdivision Phase 4 and the Builder, their successors and assigns, an easement upon, across, over, through and under Fox Meadow Subdivision Phase 4 for ingress, egress, installation, replacement, repair and maintenance of all utilities and services lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Master Declarant, the Master Association, the Builder and the Association of Fox Meadow Subdivision Phase 4, their successors and assigns, and the providing utility or service company, to install and maintain Facilities and equipment on Fox Meadow Subdivision Phase 4 provided that such facilities shall not materially impair or interfere with any Living Units or the Golf Course Property and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Builder unless the same are shown on a recorded plat. There is hereby reserved in favor of the Builder to grant the Golf Course Property Owner easements for utility purposes for the Golf Course Property and there is hereby reserved in favor of the Master Declarant, the Master Association, the Builder and the Association of Fox Meadow Subdivision Phase 4 that 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 Fox Meadow Subdivision Phase 4.

#### Section 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through Fox Meadow Subdivision Phase 4's Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Builder, the Master Association and the Association of Fox Meadow Subdivision Phase 4, 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 Fox Meadow Subdivision Phase 4. Notwithstanding the foregoing, the Builder, the Master Association and the Association of Fox Meadow Subdivision Phase 4 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, member of the Golf

Club, and guests, licensees and invitees of such parties shall require the prior written consent of the Golf Course Property Owner and the mortgagee, if any, of the Golf Course Property Owner.

### Section 3.3 - Common Areas of Fox Meadow Subdivision Phase 4

Builder, all Owners, Occupants and guests of such parties shall have the right to enter upon, use and enjoy the Common Areas of Fox Meadow Subdivision Phase 4 (including Fox Meadow Subdivision Phase 4 Common Green Space) for their intended purposes in accordance with this Declaration of Fox Meadow Subdivision Phase 4 and the applicable Rules.

### Section 3.4 - Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of Fox Meadow Subdivision Phase 4 Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within Fox Meadow Subdivision Phase 4 or serving Fox Meadow Subdivision Phase 4; 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 Fox Meadow Subdivision Phase 4. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Builder, the Association of Fox Meadow Subdivision Phase 4, the Master Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially restore the condition that existed prior to such activities.

### Section 3.5 - Emergency and Service Easements

Easements are created in favor of fire, police, health, sanitation, medial, ambulance, school buses, utility companies, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the roads or drives within Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Green space and recreation facilities (if any) for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. Such governments shall have the right, after proper notice, to make improvements and perform maintenance functions with the costs levied in accordance with Section 9.10 hereof against (a) the Master Association and its Members with respect to the Common Green Space; or (b) Association of Fox Meadow Subdivision Phase 4 and its members with respect to Fox Meadow Subdivision Phase 4 Green Space. Advance notice is not necessary for emergency entrance onto such Common Green Space, Fox Meadow Subdivision Phase 4 Green Space or recreation facilities.

### Section 3.6 - Easements for the Golf Course Property

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



(a) Golf Paths and Golf Course Maintenance. The right and easement on, over, and across Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 and service the Golf Course and the right and easement on, over, and across those same Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 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 unreasonable interrupt or interfere with any Owners' use of Fox Meadow Subdivision Phase 4 Common Areas and shall promptly repair and restore any damage to said Fox Meadow Subdivision Phase 4 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, its agents, employees, successors, and assigns, the right and easement to enter upon the Vacant Sublots, the unimproved portions of Living Unit Lots, and Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Green Space, the Vacant Sublots and all unimproved portions of a Living Unit Lot which are adjacent to the Golf Course. This reserved right and easements shall permit, but shall not obligate, the Golf Course Property Owner and its agents, employees, successors, and assign with respect to the Golf Course Property, to go upon any such portions of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas and such Vacant Sublots and Living Unit lots which are adjacent to such roughs, fairways or greens or adjacent to the lake, ponds, or other bodies of water abutting the Golf Course. The area encumbered by this easement with respect to Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Green Space.

(d) Entry by Golfers. Each Vacant Sublot and Living Unit Lot and any portion of Fox Meadow Subdivision Phase 4 Green Space which are adjacent to the Golf Course shall be subject to the right and easement on the part of Golf Course players and their caddies to enter upon the: (i) Vacant Sublot and the unimproved portion of any Living Unit Lot, which is within twenty (20) feet of the Golf Course and (ii) Fox Meadow Subdivision Phase 4 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, or to spend unreasonable amount of time on any such Vacant Sublot or Living Unit Lot, or in any way commit a nuisance on any such property.

(e) Landscaping Plan Approval. The landscaping plan for any (i) Vacant Sublots and Living Unit Lots adjacent to any portion of the Golf Course shall, for that portion of such Vacant Sublots and Living Unit Lots, which is within twenty (20) feet of the Golf Course, including any portion of Fox Meadow Subdivision Phase 4 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) Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas which are adjacent to the Golf Course. There is hereby reserved over and across said twenty (20) foot portion of said Vacant Sublots and Living Unit Lots, and Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 so long as (i) such tie-ins are made in accordance with the requirements of the County or the governmental authority or utility company have jurisdiction; (ii) such tie-ins do not overburden the water and/or sanitary sewer lines; (iii) such tie-ins are at the expense of the Golf Course Property Owner; (iv) such tie-ins and cost of usage shall not impair or interfere with any Living Units or with Master Association usage; (v) the lines installed by the Golf Course Property Owner through the Property are maintained by the Golf Course Property Owner; and (vi) any areas disturbed by such tie-ins and the repair and maintenance thereof are restored to substantially the condition in which they were found.

### Section 3.7 - Cross-Easements

The right is hereby reserved by the Builder to grant cross-easement 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 Fox Meadow Subdivision Phase 4; and (b) for any utilities or other facilities that will serve both the Golf Course Property and Fox Meadow Subdivision Phase 4 or either of said properties.

### Section 3.8 - Easements for Community Signs

Easements are created over Fox Meadow Subdivision Phase 4 Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of Fox Meadow Subdivision Phase 4 or for the identification of the public roads, the Neighborhoods, Fox Meadow Subdivision Phase 4 Roads and the Golf Club. The type, size and location of the signs shall meet the requirements of the Township, and shall be subject to the approval of the Design Review Committee and Golf Course Property Owner if such signs affect the Golf Club.

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

Notwithstanding any provisions contained in this Declaration of Fox Meadow Subdivision Phase 4 or the Master Declaration to the contrary, so long as construction and sale of Living Units and the sale of memberships in the Golf Club shall continue, it shall be expressly permissible for Builder to maintain and carry on upon portions of Fox Meadow Subdivision Phase 4 Common Areas such facilities and activities as, in the sole opinion of Builder, may be reasonably required, convenient, or incidental to the construction or sale of Living Units and memberships in the Golf Club, including, but not limited to, administrative/customer services, construction officer/trailers, parking signs, identification signs, model units, and sales and resale offices, and the Builder, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the builder, as models and sales offices. Builder further reserves the right for itself and its successors, assigns, contractors, materials supplies and other performing work and furnishing materials to construct Living Units and other improvements upon Fox Meadow Subdivision Phase 4 to conduct business and carry on construction/site development activities during business hours that are customary within the Northeastern Ohio area. This Section may not be amended or modified without the express written consent of the Builder.

### Section 3.10 - Maintenance Easement

There is hereby reserved for the benefit of the Association of Fox Meadow Subdivision Phase 4 and its agents, employees, successor, and assigns, and alienable, transferable, and perpetual right and easement to enter upon any Vacant Sublot, upon the unimproved portions of the Living Unit Lots and upon any Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 provided that such easements shall not impose any duty or obligation upon Builder or the Association of Fox Meadow Subdivision Phase 4 or the Master Association to perform any such actions; and provide, further, that in the exercise of its right hereunder the Association of Fox Meadow Subdivision Phase 4 and the Master Association shall be entitled to be reimbursed by such Owner.

### Section 3.11 - Environmental Easement

There is hereby reserved for the benefit of Builder, the Association of Fox Meadow Subdivision Phase 4, the Master Association, the Golf Course Property Owner and their respective agents, employees, successors, and assigns, and alienable, transferrable, and perpetual right and easement on, over, and across all Vacant Sublots, all unbuilt portions of Living Unit Lots, Common

Areas and Fox Meadow Subdivision Phase 4 Green Space for the purpose of taking any action necessary to effect compliance with environmental rules, regulation, and procedures from time to time promulgated or instituted by the Master Board, the Design Review Committee of the Master Association, the Golf Course Property Owner or by any Governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain any designated "wetland" areas.

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

As the improvements to be located within Fox Meadow Subdivision Phase 4 for the easement rights granted or reserved under Section 3.1, 3.2, 3.7 (f) and 3.8 are definable within specific areas, the Builder or The Association of Fox Meadow Subdivision Phase 4 (with the Builder's prior written consent) 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 Fox Meadow Subdivision Phase 4 to meet the requirements of the Township, the County and other public authorities having jurisdiction over the same. The Builder, the Association of Fox Meadow Subdivision Phase 4 or the Master Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

### Section 3.13 - Easements to Run With the Lands

All easements and rights described herein are easements appurtenant to Fox Meadow Subdivision Phase 4 (including the Living Units) and the Common Areas and Fox Meadow Subdivision Phase 4 Green Space, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Builder, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee or other person having an interest in Fox Meadow Subdivision Phase 4, or any part or portion thereof and to the benefit of the Golf Course Property Owner with respect to those easements and rights specifically created herein for the benefit of the Golf Course Property Owner and the Golf Club. Reference to the easements and rights described in any part of this Declaration of Fox Meadow Subdivision Phase 4, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration of Fox Meadow Subdivision Phase 4 for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of Fox Meadow Subdivision Phase 4 as fully and completely as though such easements and rights were recited as set forth in their entirety in such document. The easements and rights provide herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Fox Meadow Subdivision Phase 4 Living Unit, Fox Meadow Subdivision Phase 4 Living Unit Lot or Fox Meadow Subdivision Phase 4 Sublot.

Section 3.14 - Access and Right-of-Way

Builder, its agents, contractors and employees, Fox Meadow Subdivision Phase 4 Association, its agents, contractors and employees, and all Fox Meadow Subdivision Phase 4 Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and nonexclusive right of ingress, egress, access and passage to, from and over all portions of the Fox Meadow Subdivision Phase 4 Common Areas (including, without limitation, all Fox Meadow Subdivision Phase 4 Roads) subject to Fox Meadow Subdivision Phase 4 Rules adopted by Fox Meadow Subdivision Phase 4 Association.

ARTICLE IV  
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyance of Fox Meadow Subdivision Phase 4 Common Areas

Builder shall convey Fox Meadow Subdivision Phase 4 Common Areas to the Association of Fox Meadow Subdivision Phase 4. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the master Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Builder shall cause such Fox Meadow Subdivision Phase 4 Common Areas to be released from any mortgage encumbering the same or shall cause the mortgagee of such areas to subordinate its mortgage on such areas in favor of this Declaration of Fox Meadow Subdivision Phase 4. The Association of Fox Meadow Subdivision Phase 4 shall hold title to said parcels subject to the provisions of this Declaration of Fox Meadow Subdivision Phase 4. The Golf Course Property is not a Fox Meadow Subdivision Phase 4 Common Area.

Section 4.2 - Use of Fox Meadow Subdivision Phase 4 Common Areas

Any Owner may delegate, in accordance with the Code of the Association of Fox Meadow Subdivision Phase 4 and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to Fox Meadow Subdivision Phase 4 Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V  
THE ASSOCIATION OF FOX MEADOW SUBDIVISION PHASE 4

Section 5.1 - Existence

The Association of Fox Meadow Subdivision Phase 4 ("Association of Fox Meadow Subdivision Phase 4" or "Fox Meadow Subdivision Phase 4 Association") is an Ohio not-for-profit corporation. The Builder, all Owners of Vacant Sublots and all Owners of Living Units at Fox Meadow Subdivision Phase 4 shall be members of the Association of Fox Meadow Subdivision Phase 4.

## Section 5.2 - Membership and Voting Rights

### (a) Classes of Membership

The membership of the Association of Fox Meadow Subdivision Phase 4 is and shall be divided into two (2) classes:

(1) Class "A" Membership. Each Owner of a Living Unit (including, without limitation, the Builder if the Builder is the record titleholder of a Living Unit), and each Vacant Sublot Owner shall automatically be a Class "A" Member of the Association of Fox Meadow Subdivision Phase 4. The Class "A" Membership is appurtenant to the ownership of each Living Unit and each Vacant Sublot and shall not be separable from the ownership of an Living Unit or Vacant Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of an Living Unit or Vacant Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association of Fox Meadow Subdivision Phase 4 with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Living Unit owned.

(2) Class "B" Membership. The Builder shall automatically be the sole Class "B" Member of the Association of Fox Meadow Subdivision Phase 4.

### (b) Voting Rights

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

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

(2) Class "B" Member. The Class "B" Member shall be the Builder. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration of Fox Meadow Subdivision Phase 4 and the Code of Fox Meadow Subdivision Phase 4, are specified elsewhere in the Declaration of Fox Meadow Subdivision Phase 4 and the Code of Fox Meadow Subdivision Phase 4. The Class "B" Member shall be the sole Trustee during the Class "B" Control Period, as specified in Article III, Section 2 of the code of Fox Meadow Subdivision Phase 4. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Fox Meadow Subdivision Phase 4 and any committee as provided in Article III, Section 3, of the Code of Fox Meadow Subdivision Phase 4. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Code of Fox Meadow Subdivision Phase 4.

Section 5.3 - Board of the Association of Fox Meadow Subdivision Phase 4

The Trustees of the Board of Fox Meadow Subdivision Phase 4 and the Officers of the Association of Fox Meadow Subdivision Phase 4 shall be elected as provided in the Code of Fox Meadow Subdivision Phase 4 and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and the Code of Fox Meadow Subdivision Phase 4, except as otherwise specifically provided.

Section 5.4 - Rights of the Association of Fox Meadow Subdivision Phase 4

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration of Fox Meadow Subdivision Phase 4, and in addition to any right the Master Association shall create pursuant to the Master Declaration or in law, the Association of Fox Meadow Subdivision Phase 4 shall have the right:

(a) To borrow money from time to time for the purpose of improving Fox Meadow Subdivision Phase 4 Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association of Fox Meadow Subdivision Phase 4 in accordance with its Articles and Code of Fox Meadow Subdivision Phase 4 and subject to the provisions of this Declaration of Fox Meadow Subdivision Phase 4.

(b) To take such steps as are reasonably necessary to protect Fox Meadow Subdivision Phase 4 Common Areas from foreclosure.

(c) To convey Fox Meadow Subdivision Phase 4 Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of a majority of the Class "A" Members and the vote of the Class "B" Member; provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration of Fox Meadow Subdivision Phase 4; and provide 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 Fox Meadow Subdivision Phase 4, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association of Fox Meadow Subdivision Phase 4 is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association of Fox Meadow Subdivision Phase 4.

(e) To grant or obtain or dedicate to public use easements and right-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, or to or from any body or agency which has the power of eminent domain or condemnation over any portion of Fox Meadow Subdivision Phase 4.

**ARTICLE VI**  
**RESPONSIBILITIES OF THE ASSOCIATION OF**  
**FOX MEADOW SUBDIVISION PHASE 4**

The Association of Fox Meadow Subdivision Phase 4 shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of Fox Meadow Subdivision Phase 4 Areas of Common Responsibility

The Association of Fox Meadow Subdivision Phase 4 shall maintain Fox Meadow Subdivision Phase 4 Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in a good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration of Fox Meadow Subdivision Phase 4. The Association of Fox Meadow Subdivision Phase 4 shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association of Fox Meadow Subdivision Phase 4 under this Article shall be performed in a good and workmanlike manner. The following are included among such Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 from public or private roads, together with all associated landscaping and other related facilities such as gate-houses, irrigation systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps; provided, however, that the Golf Course Property Owner (and not the Master Association or the Association of Fox Meadow Subdivision Phase 4) shall maintain the Golf Club Entrances. The Association of Fox Meadow Subdivision Phase 4 shall also pay or reimburse the Builder of Fox Meadow Subdivision Phase 4 for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association of Fox Meadow Subdivision Phase 4 shall hold title to such areas and the improvements thereon that are the Association's responsibility to maintain.

(b) Perimeter Fences and Walls. To maintain, repair and replace all fences and walls, if any, situated at or near the perimeter of Fox Meadow Subdivision Phase 4.

(c) Berms Along Public Roads, Median Strips and Cul-De-Sacs. With respect to the berms (including berms within public rights-of-way) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of Fox Meadow Subdivision Phase 4 to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition; and with respect to landscaping, irrigation systems and other improvements within median strips and cul-de-sacs (including median strips and cul-de-sacs within public rights-of-way) to maintain the same in a good and attractive condition.

(d) Street Lighting. With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system which are now or hereafter installed by or at the direction of Builder or the Association of Fox Meadow Subdivision Phase 4 (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 operation the same, including, but not limited to, costs of electricity.



(e) Security. To provide such security for Fox Meadow Subdivision Phase 4 as the Association of Fox Meadow Subdivision Phase 4 may from time to time deem desirable, in such fashion as the Association of Fox Meadow Subdivision Phase 4 may from time to time determine, including, but not limited to, if the Association of Fox Meadow Subdivision Phase 4 shall deem the same desirable, the maintenance of guards and gatehouses. The Association will strive to maintain Fox Meadow Subdivision Phase 4 as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION OF FOX MEADOW SUBDIVISION PHASE 4 NOR THE BUILDER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR BY REASON OF THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION OF FOX MEADOW SUBDIVISION PHASE 4, THE BOARD OF FOX MEADOW SUBDIVISION PHASE 4, THE BUILDERS, AND ANY COMMITTEES ESTABLISHED HEREUNDER, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO LIVING UNITS, AND TO THE CONTENTS OF LIVING UNITS AND FURTHER ACKNOWLEDGE THAT BUILDER HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN BY THE ASSOCIATION OF FOX MEADOW SUBDIVISION PHASE 4.

(f) Drainage System. To maintain all lakes, ponds, canals, piping, culverts, drains and other facilities now or hereafter situated upon any portion of Fox Meadow Subdivision Phase 4 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 "wetland" areas (if any) that are situated in whole or in part within the Golf Club Property.

(g) Fox Meadow Subdivision Phase 4 Common Areas. To maintain Fox Meadow Subdivision Phase 4 Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association of Fox Meadow Subdivision Phase 4 shall also pay for any real estate taxes and assessments assessed with respect to any such Fox Meadow Subdivision Phase 4 Common Areas. The obligations set forth in this subsection shall be deemed to run with and burden the Association of Fox Meadow Subdivision Phase 4 by its acceptance of a deed and title to Fox Meadow Subdivision Phase 4 Common Areas.

(h) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of Fox Meadow Subdivision Phase 4 which are for the general benefit of Fox Meadow Subdivision Phase 4 and which comply with the requirements of the Township and other governmental authorities having jurisdiction.

(i) Right of Association of Fox Meadow Subdivision Phase 4 to Contract with Golf Club. The Association of Fox Meadow Subdivision Phase 4 is authorized to contract with the Golf Club for the maintenance of some or all of Fox Meadow Subdivision Phase 4 Areas of Common Responsibility.

(j) Rubbish Removal. The Association of Fox Meadow Subdivision Phase 4 may (but is not obligated to) provide rubbish removal services, the cost of which services shall be a Common Expense. At the present time it is not contemplated that the Association of Fox Meadow Subdivision Phase 4 will provide rubbish removal services.

(k) Township and County Not Obligated. If the Association of Fox Meadow Subdivision Phase 4 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 Subdivision Phase 4 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 Subdivision Phase 4, or to otherwise perform the functions of the Association of Fox Meadow Subdivision Phase 4 under this Declaration of Fox Meadow Subdivision Phase 4.

#### Section 6.2 - Fox Meadow Subdivision Phase 4 - Maintenance

The Association of Fox Meadow Subdivision Phase 4 having responsibility for maintenance of all or any portion of the property within Fox Meadow Subdivision Phase 4 shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard.

#### Section 6.3 - Taxes and Assessments

The Association of Fox Meadow Subdivision Phase 4 shall pay all taxes and assessments levied against portions of Fox Meadow Subdivision Phase 4 (including Fox Meadow Subdivision Phase 4 Common Green Space) owned by the Association of Fox Meadow Subdivision Phase 4 or levied against Fox Meadow Subdivision Phase 4 Areas of common responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority.

#### Section 6.4 - Utilities

The Association of Fox Meadow Subdivision Phase 4 shall pay all charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association of Fox Meadow Subdivision Phase 4. All such utility services shall be contracted for, metered and billed by and through the Association Fox Meadow Subdivision Phase 4.

#### Section 6.5 - Insurance

(a) Insurance. The Board of Fox Meadow Subdivision Phase 4, or the duly authorized agent of the Association of Fox Meadow Subdivision Phase 4, shall have the authority to and shall obtain insurance for all insurable improvements on Fox Meadow Subdivision Phase 4 Common Areas (unless the Association of Fox Meadow Subdivision Phase 4 contracts with the Master Association for such insurance coverage) against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of Fox Meadow Subdivision Phase 4 shall also obtain a public liability policy covering Fox Meadow Subdivision Phase 4 Common Areas (unless the Association of Fox Meadow Subdivision Phase 4 contracts with the Master Association for such insurance), the Association of Fox Meadow Subdivision Phase 4 and its Members for all damage or injury attributable to any acts or omissions of the Association of Fox Meadow Subdivision Phase 4 or any of its Members or agents. The public liability policy shall have a limit of at least One Million Dollars (\$1,000,000.00) for bodily injury (including death) and property damage.

Premiums for all insurance on Fox Meadow Subdivision Phase 4 Common Areas shall be a Common Expense of the Association of Fox Meadow Subdivision Phase 4. 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 Fox Meadow Subdivision Phase 4 Association shall be included in Fox Meadow Subdivision Phase 4 Assessments.

All such insurance coverage obtained by the Board of Fox Meadow Subdivision Phase 4 shall be written in the name of the Association of Fox Meadow Subdivision Phase 4, as trustee for the respective benefitted parties, as further identified in (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

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

(ii) All policies on Fox Meadow Subdivision Phase 4 Common Areas shall be for the benefit of the Owners and their mortgagees as their interest may appear. All policies secured at the request of Fox Meadow Subdivision Phase 4 shall be at the expense of Fox Meadow Subdivision Phase 4 for the benefit of Fox Meadow Subdivision Phase 4, if any, the owners within Fox Meadow Subdivision Phase 4 and their mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Association of Fox Meadow Subdivision Phase 4 shall be vested in the Board of Fox Meadow Subdivision Phase 4; provided, however, no mortgagee having interest in such related losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board of Fox Meadow Subdivision Phase 4 hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

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

(vi) The Board of Fox Meadow Subdivision Phase 4 shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Board of Fox Meadow Subdivision Phase 4, its manager (if any), the Owners, and their respective tenants, servants, agents, and guests;

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

(C) that no policy may be canceled, invalidated, or suspended on account of the conduct of any member, officer, or employee of the Board or Association of Fox Meadow Subdivision Phase 4 or its duly authorized manager without prior demand in writing delivered to the Association of Fox Meadow Subdivision Phase 4 to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association of Fox Meadow Subdivision Phase 4, its manager, any Owner, or mortgage;

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

(E) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association of Fox Meadow Subdivision Phase 4; and

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

In addition to the other insurance required by this Section, the Board of Fox Meadow Subdivision Phase 4 shall obtain, if and to the extent necessary, as a Common Expense, workers' compensation insurance, and a fidelity bond or bonds on Board Members, officers, employees, and other persons handling or responsible for the funds of the Association. The amount of fidelity coverage shall be determined in the best business judgement of the Board of Fox Meadow Subdivision Phase 4, but may not be less than three (3) months' assessments, plus reserved on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association of Fox Meadow Subdivision Phase 4.

(b) Individual Insurance. By virtue of taking title to a Living Unit subject to the terms of this Declaration of Fox Meadow Subdivision Phase 4, each Owner covenants and agrees with all other Owners and with the Association of Fox Meadow Subdivision Phase 4 that each individual Owner shall carry blanket all-risk casualty insurance on the Living Units and structures constructed thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed the Individual Owner shall be required to promptly rebuild or reconstruct the structure in a manner consistent with the original design and construction.

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

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to Fox Meadow Subdivision Phase 4 Common Areas or, in the event no repair or reconstruction is made, after making such settlement, shall be retained by and for the benefit of the Association of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Subsection (c)(i) above.

(d) Damage and Destruction

(i) Immediately after the damage or destruction by fire or other casualty to property covered by insurance written in the name of the Association of Fox Meadow Subdivision Phase 4, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damage or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty.

(ii) Any damage or destruction to Fox Meadow Subdivision Phase 4 Common Areas shall be repaired or reconstructed unless the Class "B" Member and at least seventy-five percent (75%) of the Class "A" Members by Personal Vote shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas so damages 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 Fox Meadow Subdivision Phase 4 shall, in any event, be repaired and/or reconstructed by the Association of Fox Meadow Subdivision Phase 4.

(iii) In the event that it should be determined by the Association of Fox Meadow Subdivision Phase 4 in the manner described above that the damage or destruction of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas by the Association of Fox Meadow Subdivision Phase 4 in a neat and attractive condition.

(e) Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Fox Meadow Subdivision Phase 4 shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Living Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### Section 6.6 - Management

The Association of Fox Meadow Subdivision Phase 4 shall provide management and supervision for the operation of the Areas of Common Responsibility. The Association of Fox Meadow Subdivision Phase 4 shall establish and maintain such policies, programs, and procedures to fully implement this Declaration of Fox Meadow Subdivision Phase 4 for the purposes intended and for the benefit of the members and may, but shall not be required to:

(a) Adopt rules for the conduct of Fox Meadow Subdivision Phase 4 Members in connection with the use of Fox Meadow Subdivision Phase 4 Common Areas and the facilities located thereon;

(b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;

(c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association of Fox Meadow Subdivision Phase 4 may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board of Fox Meadow Subdivision Phase 4 may designate a different managing agent with whom the Association of Fox Meadow Subdivision Phase 4 shall enter into an agreement after the end of the then existing management agreement; and

(d) The management agreement may be with an entity owned by or associated with Builder or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of the Builder, and may be for a period of time not to exceed three (3) years, in Builder's sole discretion.

#### Section 6.7 - Upgrading

The Association of Fox Meadow Subdivision Phase 4 shall continuously attempt to upgrade Fox Meadow Subdivision Phase 4 Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Association of Fox Meadow Subdivision Phase 4 is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

#### Section 6.8 - Enforcement

The Association of Fox Meadow Subdivision Phase 4 shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in this Declaration.

#### Section 6.9 - Rules and Regulations

The Association of Fox Meadow Subdivision Phase 4, through the Board of Fox Meadow Subdivision Phase 4 may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board of Fox Meadow Subdivision Phase 4 shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association of Fox Meadow Subdivision Phase 4. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association of Fox Meadow Subdivision Phase 4, through Fox Meadow Subdivision Phase 4 Board, may, by contract or other agreement, enforce Township ordinances or request the Township or other governmental authority having jurisdiction to enforce ordinances of the Property for the benefit of Fox Meadow Subdivision Phase 4 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 regulation.

#### Section 6.10 - General

The Association of Fox Meadow Subdivision Phase 4 shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

#### Section 6.11 - Builder's Rights

During the Class "B" Control Period, the Builder shall exercise all or any of the powers, rights, duties and functions of the Association of Fox Meadow Subdivision Phase 4, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Builder's blanket policy (if any), the right to perform each duty and obligation of the Association of Fox Meadow Subdivision Phase 4 set forth herein, the right to collect assessments and disburse all funds of the Association of Fox Meadow Subdivision Phase 4, and the right to have a lien (and to foreclose said lien) on a Living Unit and on a Vacant Sublot for unpaid assessments in the manner and to the extent granted to the Association of Fox Meadow Subdivision Phase 4 as herein provided.

#### Section 6.12 - Compliance with Zoning Resolution of Montville Township, Medina County, Ohio with Respect to Fox Meadow Subdivision Phase 4 Green Space of Fox Meadow Subdivision Phase 4

The following provisions are being imposed upon Fox Meadow Subdivision Phase 4 in order to comply with the Township's Zoning Resolution.

(a) Any land set aside for Fox Meadow Subdivision Phase 4 and not utilized for a Single-family Lot will be dedicated to Fox Meadow Subdivision Phase 4 Green Space. Fox Meadow Subdivision Phase 4 Green Space shall be controlled by the Association of Fox Meadow Subdivision Phase 4. Membership in the Association of Fox Meadow Subdivision Phase 4 is mandatory for Owners of Living Units and Sublots. Fox Meadow Subdivision Phase 4 Green Space referred to in this Section does not include any streets, non-recreational buildings or individually owned land.

(b) Fox Meadow Subdivision Phase 4 Green Space area may be improved with appropriate recreation facilities and structures, such as tennis courts, pools, pavilions or other recreation features, subject to the terms of the Master Declaration and approval by the Township's Board of Zoning Appeal.

(c) Significant natural amenities, such as outcroppings, tree stands, ponds, ravines and stream channels will be left in their natural state and considered part of the required Fox Meadow Subdivision Phase 4 Green Space.

(d) Fox Meadow Subdivision Phase 4 Green Space and the adjacent circulation system have been designed to limit through traffic on local streets. Any Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Green Space will have a dimension of less than fifty (50) feet, unless it is used as a connecting green space link, subject to modification by the Township's Board of Zoning Appeals for smaller sections which are particularly designed and meet the objective of this Section.

(f) This Declaration of Fox Meadow Subdivision Phase 4 hereby conveys to the Township and other appropriate governmental bodies the right of entrance to Fox Meadow Subdivision Phase 4 Green Space and recreation facilities encompassed by Fox Meadow Subdivision Phase 4 Green Space for emergency purposes or in the event of nonperformance of maintenance or improvements affecting the public interest. Such governments have the right, after proper notice, to make improvements and perform maintenance functions. In addition, the Township shall have the right to proceed against the Association of Fox Meadow Subdivision Phase 4 and its Members for reimbursement of said costs in accordance with Section 8.9 hereof. Advance notice is not necessary for emergency entrance onto such Fox Meadow Subdivision Phase 4 Green Space.

#### ARTICLE VII COVENANTS AND RESTRICTIONS

The intent of this Declaration of Fox Meadow Subdivision Phase 4 is to cause Fox Meadow Subdivision Phase 4 to be kept and maintained as a high quality residential golf club community. Therefore, the covenants and restrictions provided in this article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association of Fox Meadow Subdivision Phase 4, acting through its Board, shall have standing and the power to enforce these standards.



The Association of Fox Meadow Subdivision Phase 4, acting through the Board of Fox Meadow Subdivision Phase 4, shall have authority to make and to enforce standards and restrictions governing the use of Fox Meadow Subdivision Phase 4 in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

#### Section 7.1 - Covenant of Good Maintenance

Each Owner and the Association of Fox Meadow Subdivision Phase 4, shall keep and maintain the property owned, leased to or controlled by or in the possession of such person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property maintenance in a golf course residential community. As provided in Section 7.23 hereof, each Owner shall be obligated to pay the costs incurred by the Association of Fox Meadow Subdivision Phase 4 for repairing, replacing, maintaining or cleaning any items which are the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

#### Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of Fox Meadow Subdivision Phase 4 at any time.

#### Section 7.3 - Fences, Walls and Hedges

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

#### Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of Fox Meadow Subdivision Phase 4 (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. Loud speakers that cause a hazard or annoyance shall not be permitted. The Board of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 (including the Living units situated thereon) without the approval of the Board of Fox Meadow Subdivision Phase 4, except that dogs, cats, birds and

other customary household pets approved by the Board of Fox Meadow Subdivision Phase 4 may be kept, subject to Rules adopted by the Board of Fox Meadow Subdivision Phase 4, 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 Fox Meadow Subdivision Phase 4 upon three (3) days' written notice for the Board of Fox Meadow Subdivision Phase 4. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. The Rules may limit the number of pets which may be kept in any one Living Unit. The Board of Fox Meadow Subdivision Phase 4 shall have absolute power to prohibit a pet from being kept on Fox Meadow Subdivision Phase 4 or within a Living Unit if the Board of Fox Meadow Subdivision Phase 4 finds a violation of this Section.

#### Section 7.6 - Signs

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

#### Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of Fox Meadow Subdivision Phase 4, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Board of Fox Meadow Subdivision Phase 4. 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 Fox Meadow Subdivision Phase 4. Anything herein to the contrary notwithstanding, the Association of Fox Meadow Subdivision Phase 4 or the Board of Fox Meadow Subdivision Phase 4 may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same become reasonably necessary to the safety, health or welfare of the Occupants, and is permitted by law.

#### Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adapted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of Fox Meadow Subdivision Phase 4; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupancy and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board of Fox Meadow Subdivision Phase 4 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 the outside the Living Unit; (b) the business activity conforms to all zoning requirements for Fox Meadow Subdivision Phase 4; (c) the business activity does not involve persons coming onto Fox Meadow Subdivision Phase 4 who do not reside in Fox Meadow Subdivision Phase 4 except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of Fox Meadow Subdivision Phase 4; (e) the business activity is consistent with the residential character of Fox Meadow Subdivision Phase 4 and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Fox Meadow Subdivision Phase 4, as may be determined in the sole discretion of the Board of Fox Meadow Subdivision Phase 4; and (f) the business activity conforms with and is consistent with Township Zoning Regulations. The Board of Fox Meadow Subdivision Phase 4 may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Living Unit by the Builder or any Owner; the right of the Builder or the Board of Fox Meadow Subdivision Phase 4 (or a firm or agent employed by the Builder or Board of Fox Meadow Subdivision Phase 4) to approve commercial activities such as charity events, sporting events requiring admission, temporary food and beverage operations and brokerage offices for sales of Vacant Sublots for the new sales of Living Units and resales of Living Units.

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

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon Fox Meadow Subdivision Phase 4, except in the confines of garages. No machinery of any kind shall be placed or operated upon any portion of Fox Meadow Subdivision Phase 4 except such machinery which is customarily required for the maintenance of Fox Meadow Subdivision Phase 4, related improvements, lawns and landscaping. Such permitted machinery shall be stored in garages and maintenance buildings approved by the Design Review Committee of the Master Association. Furthermore, on-street parking of motor vehicles shall be in accordance with the Township's Zoning Resolution and County Requirements, if any.

#### Section 7.10 - Firearms; Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon Fox Meadow Subdivision Phase 4, except for rodent control, and the control of such other animals as constitute as nuisance or cause damage to Fox Meadow Subdivision Phase 4 or Golf Course Property, or except with the prior written approval of the Board of Fox Meadow Subdivision Phase 4.

#### 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 Fox Meadow Subdivision Phase 4 or on the public right-of-way adjoining any portion of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4.

#### 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 Fox Meadow Subdivision Phase 4 shall be operated in a careful, prudent, safe, and quiet manner.

#### Section 7.13 - Poles, Wires, Antennae and Satellite Dishes

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

#### Section 7.14 - Exterior Appearance and Lights on Exterior of Residences

The exterior of any building or structure on Fox Meadow Subdivision Phase 4 shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Board. The type and location of mailboxes shall be prescribed by the Board.

#### Section 7.15 - Grading

No Person shall change the grade on any portion of Fox Meadow Subdivision Phase 4 without first obtaining the consent of the Board.

#### Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within Fox Meadow Subdivision Phase 4. The Township or other governmental authority having jurisdiction and the Golf Course Fox Meadow Subdivision Phase 4 Owner shall have the right to enter upon Fox Meadow Subdivision Phase 4 Common Areas of Fox Meadow Subdivision Phase 4 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 - Re-Subdivision of Lots

No subplot shall be subdivided or its boundary lines changed except with the proper written approval of the Board of Fox Meadow Subdivision Phase 4 or except as expressly authorized herein. Builder, however, hereby expressly reserves the right to replat any lot or lots owned by Builder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

#### Section 7.18 - Golf Course Property

Owners of Living Units and Vacant Sublots adjacent to the Golf Course Property, as well as their families, tenants, guests, invitees and pets, and users of Fox Meadow Subdivision Phase 4 Common Areas or Fox Meadow Subdivision Phase 4 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

Membership 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 Subdivision Phase 4 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 Subdivision Phase 4 and membership in the Association of Fox Meadow Subdivision Phase 4 does not give to any Owner any vested right or easement, prescriptive or otherwise, to enter or use the Golf Course Property and does not grant any ownership or membership interest in the Golf Club or Golf Course Property.

#### Section 7.20 - Use of the Name "Fox Meadow Subdivision Phase 4"

No Person shall use the words "Fox Meadow Subdivision Phase 4" or any derivative thereof in any printed or promotional material without the prior written consent of Builder. However, Owners may use the name "Fox Meadow Subdivision Phase 4" in printed and promotional material where such words are used solely to specify that particular property is located within "Fox Meadow Subdivision Phase 4."

#### Section 7.21 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the Association of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 7.22 - Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, the Builder (as long as the Builder is a Class "B" Member of the Association of Fox Meadow Subdivision Phase 4) or the Board of Fox Meadow Subdivision Phase 4 and/or the Design Review Committee shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Builder and/or the Association of Fox Meadow Subdivision Phase 4 shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Builder and/or the Association of Fox Meadow Subdivision Phase 4 shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association of Fox Meadow Subdivision Phase 4 and Builder for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent," and shall, upon perfection as provided in Section 9.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligation of any Occupant of such Owners' property.

Section 7.23 - Restrictions of Other Documents

Nothing contained in these Covenants and Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration of Fox Meadow Subdivision Phase 4, restrictions imposed on Fox Meadow Subdivision Phase 4 and restrictions imposed in deeds conveying Fox Meadow Subdivision Phase 4 or portions thereof so long as restrictions are not inconsistent with Community-Wide Standards created by the Master Association, or the Association of Fox Meadow Subdivision Phase 4 or adopted by the Board of Fox Meadow Subdivision Phase 4.

Section 7.24 - Certificate of Compliance with Restrictions

Upon the conveyance of a Living Unit or an interest therein, the grantor shall have the right to request the Association of Fox Meadow Subdivision Phase 4, to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board of Fox Meadow Subdivision Phase 4, nor such officer or agent shall have any liability to the grantor, grantee or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association of Fox Meadow Subdivision Phase 4 may require the advance payment of a processing fee in the amount established by the Association of Fox Meadow Subdivision Phase 4 for the issuance of the Certificate of Compliance.

ARTICLE VIII  
ASSESSMENTS

Section 8.1 - Definition of Assessments

As used in this Declaration of Fox Meadow Subdivision Phase 4, Assessments shall mean all of the costs and expenses incurred by Fox Meadow Subdivision Phase 4 in the exercise of its obligations with respect to Fox Meadow Subdivision Phase 4 Areas of Common Responsibility and carrying out the responsibilities and obligations of Fox Meadow Subdivision Phase 4 Association, including, without limitation:

(a) All expenditures required to fulfill the responsibilities of the Association of Fox Meadow Subdivision Phase 4.

(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) The amount of all taxes, assessments and other impositions levied or assessed against Fox Meadow Subdivision Phase 4 Common Areas and the facilities located thereon.

(e) The cost of insurance required to be carried by Fox Meadow Subdivision Phase 4 Association.

(f) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Class "B" Member and the vote of a least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board of Fox Meadow Subdivision Phase 4 shall have the discretion to expend whatever is necessary to mitigate such loss.

(g) Such other costs, charges and expenses which the Association of Fox Meadow Subdivision Phase 4 determines to be necessary and appropriate within the meaning and spirit of this Declaration of Fox Meadow Subdivision Phase 4.

Section 8.2 - Responsibility for Payment of Assessments

The Builder or the Board of Fox Meadow Subdivision Phase 4 shall prepare or cause the preparation of an annual operation budget for the Association of Fox Meadow Subdivision Phase 4 and shall fix the amount of the Assessments, Written notice of the Assessments shall be sent to the Owner of each Living Unit, and each Vacant Sublot Owner. Payment of Assessments shall be on an annual basis or on another basis established by the Board of Fox Meadow Subdivision Phase 4.

(a) The Assessments during the Subsidy Period shall be shared as follows:

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

Calendar Year	<u>Full Year</u>	<u>Half Year</u>
	Assessment Per Living Unit and Vacant Lot acquired between January 1 and June 30	Assessment Per Living Unit and Vacant Lot acquired between July 1 and December 31
1999	\$350.00	\$175.00
2000	\$375.00	\$188.00
2001	\$400.00	\$200.00

If a Living Unit or Vacant Sublot is acquired from the Builder between January 1 and June 30 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through escrow the Full Year Assessment. If such Living Unit or Vacant Sublot is acquired between July 1 and December 31 of a year, the purchaser of such Living Unit or Vacant Sublot shall pay through escrow the Half Year Assessment. The above assessments are in addition to any assessment charged by the "Master Association."

(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 ordinarily platted.

(iii) Share of the Builder. During the Subsidy Period Builder shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units and Vacant Sublots as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association of Fox Meadow Subdivision Phase 4 is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Builder or other entities for the payment of some portion of the Common Expenses during the Subsidy Period.

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

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

A Member not otherwise exempt from the Assessment may not exempt himself from liability for Assessment levied against him by waiver of the use of Fox Meadow Subdivision Phase 4 Common Areas that are owned and/or operated by the Association of Fox Meadow Subdivision Phase 4. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association of Fox Meadow Subdivision Phase 4 with respect thereto.



#### Section 8.4 - Creation of Lien and Personal Obligation

Each Owner acquiring a Living Unit or Vacant Sublot covenants and agrees by acceptance of the deed to such Living Unit or Vacant Sublot whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association of Fox Meadow Subdivision Phase 4 all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day after which it is due, then such Assessment shall be "delinquent" and the Assessment, together with the costs of Collection, as hereinafter defined in Section 10.3 hereof shall, upon "Perfection" as provided in Section 9.1, become a continuing lien upon the interest of such Person in his Living Unit or Vacant Sublot, as the case may be, and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit or a Vacant Sublot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association of Fox Meadow Subdivision Phase 4 with respect to said Living Unit or Vacant Sublot.

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

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

#### Section 8.6 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association of Fox Meadow Subdivision Phase 4, shall be entitled to a statement from the Trustees of the Board of Fox Meadow Subdivision Phase 4 or an officer of the Association of Fox Meadow Subdivision Phase 4 setting forth the amount of all unpaid Assessments due the Association of Fox Meadow Subdivision Phase 4 with respect to the Ownership Interest to be conveyed as such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The Statement referred to herein may be included in the Certificate of Compliance with Restrictions referred to in Section 7.25 of this Declaration. The Association of Fox Meadow Subdivision Phase 4 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 to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article IX.

### Section 8.7 - Additional Assessments

After the Subsidy Period, if the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association of Fox Meadow Subdivision Phase 4, the Association of Fox Meadow Subdivision Phase 4 shall, at such time as it deems it necessary and proper, levy an additional assessment (the "Additional Assessment") against the Living Unit Owners and the Vacant Sublot Owners. Each such Owner shall pay a share of each such Additional Assessment determined in accordance with Section 8.2 hereof as if the Additional Assessment were part of the original Assessment.

### Section 8.8 - Exempt Property

Except as provided in Section 6.13 and 6.14 hereof, Fox Meadow Subdivision Phase 4 Common Areas and Fox Meadow Subdivision Phase 4 Green space shall be exempt from payment of Assessments, additional Assessments, Fox Meadow Subdivision Phase 4 Area Assessments and Neighborhood Assessments.

### Section 8.9 - Township's Right to Collect Assessments

The Township shall have the right to proceed against the Association of Fox Meadow Subdivision Phase 4 for reimbursement of costs expended by the Township pursuant to Section 6.12 hereof; in which event the Association of Fox Meadow Subdivision Phase 4, as the case may be, shall collect Assessments from their respective members to reimburse the Township for such costs. If Fox Meadow Subdivision Phase 4 Association fails to so collect Assessments from their respective member and remit such Assessments to the Township, the Township shall have the right to proceed against Fox Meadow Subdivision Phase 4 Association to collect said Assessments. In addition, the Township shall have the rights accorded said associations to collect the costs expended by the Township pursuant to Section 6.12 hereof directly against the members of said associations, including the right to file liens against the Living Units and Vacant Sublots of such members.

## ARTICLE IX LIENS

### Section 9.1 - Perfection of Lien

If any Owner or a Builder shall fail to pay an Assessment or Additional Assessment, levied in accordance with this Declaration of Fox Meadow Subdivision Phase 4 (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment, Additional Assessment, is delinquent, or if an Owner or a Builder shall violate any rule or breach any restrictions, covenant or provision contained in this Declaration or a Builder shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code of Fox Meadow Subdivision Phase 4, the Board of Fox Meadow Subdivision Phase 4 may authorize the perfection of lien on the Ownership Interest of the Delinquent and/or violation Owner or Builder by filing for record with the Recorder of Medina County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner or Builder.

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

#### Section 9.2 - Duration of Lien

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

#### Section 9.3 - Priority

A lien perfected under this Article IX shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgages which have been heretofore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association of Fox Meadow Subdivision Phase 4 after authorization from the Board of Fox Meadow Subdivision Phase 4. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Builder's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association of Fox Meadow Subdivision Phase 4 to the extent of its lien.

#### Section 9.4 - Dispute as to Assessment

The Builder or any Owner who believes that an Assessment levied by the Association of Fox Meadow Subdivision Phase 4 against him for which a Certificate of Lien has been filed by the Association of Fox Meadow Subdivision Phase 4 has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 15.9 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

#### Section 9.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association of Fox Meadow Subdivision Phase 4 for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

#### Section 9.6 - Personal Obligations

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

**ARTICLE X**  
**REMEDIES OF THE ASSOCIATION**

**Section 10.1 - Forfeiture**

If any Owner fails to pay an Assessment or Additional Assessment, when due, such Owner and the Occupants of any and all Living Units of such Owner or their guests or the Owner or Builder of a Vacant Sublot shall not be entitled to use the Fox Meadow Subdivision Phase 4 Common Areas or any facilities located thereon and shall not be entitled to vote on matters of the Association of Fox Meadow Subdivision Phase 4 until said Assessment or Additional Assessment is paid in full.

**Section 10.2 - Specific Remedies**

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code of Fox Meadow Subdivision Phase 4, shall give the Association of Fox Meadow Subdivision Phase 4 and the Builder the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Vacant Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or 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 Single-family Declaration, the Code of Fox Meadow Subdivision Phase 4, or the Rules, and the Association of Fox Meadow Subdivision Phase 4, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association of Fox Meadow Subdivision Phase 4 or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of Fox Meadow Subdivision Phase 4 of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 10.3 hereof.

**Section 10.3 - Cost of Collection**

If any Owner fails to pay any Assessment or Additional Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association of Fox Meadow Subdivision Phase 4 may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity.

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

(b) In addition to the amount referred to in (a) above, the Association of Fox Meadow Subdivision Phase 4 may assess against such Owner, liquidate damages, not to exceed fifteen percent (15) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board of Fox Meadow Subdivision Phase 4; provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals

under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association of Fox Meadow Subdivision Phase 4, such attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection."

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

#### Section 10.4 - Binding Effect

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

### ARTICLE XI NO PARTITION

Except as is permitted in this Declaration or in any amendments thereto, there shall be no physical portion of Fox Meadow Subdivision Phase 4 Common Areas or any part thereof, nor shall any person acquiring any interest in Fox Meadow Subdivision Phase 4 or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board of Fox Meadow Subdivision Phase 4 from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

### ARTICLE XII CONDEMNATION

Whenever all or any part of Fox Meadow Subdivision Phase 4 Common Areas shall be taken (or conveyed in lieu of an under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association of Fox Meadow Subdivision Phase 4 shall give each Owner notice thereof. The award made for such taking shall be payable to the Association of Fox Meadow Subdivision Phase 4 trustee for all Owners to be disbursed as follows:

If the taking involves a portion of Fox Meadow Subdivision Phase 4 Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Builder (so long as the Builder is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Association of Fox Meadow Subdivision Phase 4 shall otherwise agree by vote, the Association of Fox Meadow Subdivision Phase 4 shall restore or replace such improvements so taken on the remaining land included in Fox Meadow Subdivision Phase 4 Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Fox Meadow Subdivision Phase 4. 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 Fox Meadow Subdivision Phase 4 Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association of Fox Meadow Subdivision Phase 4 and used for such purposes as the Board of Fox Meadow Subdivision Phase 4 shall determine in its sole and absolute discretion.

**ARTICLE XIII**  
**MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Vacant Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code of Fox Meadow Subdivision Phase 4. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration of Fox Meadow Subdivision Phase 4 for specific actions.

**Section 13.1 - Notices of Action**

An Eligible Mortgage Holder who provides written request to the Association of Fox Meadow Subdivision Phase 4 (such request to state the name and address of such holder, insurer, or guarantor and the address of the Living Unit or Vacant Sublot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association of Fox Meadow Subdivision Phase 4;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association of Fox Meadow Subdivision Phase 4; or
- (e) any proposed action which would require the consent of Eligible Mortgage Holders, as required in Section 14.2 and 14.3 of this Article.

**Section 13.2 - Other Provisions for First Lien Holders**

To the extent possible under Ohio law:

- (a) Any restoration or repair of Fox Meadow Subdivision Phase 4 following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plan and specification 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 at otherwise.

(b) Any election to terminate the Association of Fox Meadow Subdivision Phase 4 after substantial destruction or a substantial taking in condemnation shall require the approval of Montville Township, the Eligible Mortgage Holders on Living Units and Vacant Sublots of at least fifty-one percent (51%) of the votes of Living Units and Vacant Sublots, and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

### Section 13.3 - Amendments to Documents

The following provisions apply to amendments to the constituent documents or termination of the Association of Fox Meadow Subdivision Phase 4 made as a result of destruction, damage, or condemnation pursuant to Section 14.2 (a) and (b) of this Article:

(a) The consent of Montville Township and at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders on Living Units and Vacant Sublots to which at least sixty-seven percent (67%) of the votes of Living Units and Vacant Sublots subject to a mortgage appertain, shall be required to terminate the Association of Fox Meadow Subdivision Phase 4.

(b) The Vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders on Living Units and Vacant Sublots subject to a mortgage appertain, shall be required to materially amend any provisions of this Declaration, Code of Fox Meadow Subdivision Phase 4, or Articles of Incorporation of Fox Meadow Subdivision Phase 4, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) Assessments, Additional Assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of Fox Meadow Subdivision Phase 4 Common Area;
- (iv) insurance for fidelity bonds;
- (v) rights to use of Fox Meadow Subdivision Phase 4 Common Areas;
- (vi) leasing of Living Units;
- (vii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit;
- (viii) establishment of self-management by the Association of Fox Meadow Subdivision Phase 4 where professional management has been required by an Eligible Mortgage Holder; or;

(ix) any provision included in this Declaration, Code of Fox Meadow Subdivision Phase 4, or Articles of Incorporation of Fox Meadow Subdivision Phase 4 which are for the express benefit of Eligible Mortgage Holders on Living Units and Vacant Sublots.

Section 13.4 - Special Federal National Mortgage Association Provisions

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

(a) Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in Fox Meadow Subdivision Phase 4 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) increase 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 Fox Meadow Subdivision Phase 4 Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the general or Fox Meadow Subdivision Phase 4 common areas or rights to their use; (vi) redefinition of any Living Unit boundaries; (vii) convertibility of Living Units into common areas or vice versa; (viii) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project; (ix) hazard or fidelity insurance requirement; (x) imposition of any restrictions on the leasing of units; (xi) imposition of any restrictions of a unit owner's right to sell or transfer his or her unit; (xii) a decision by the Association of Fox Meadow Subdivision Phase 4 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 Montville Township and the Owners who represent at least sixty-seven percent (67%) of the total allocated votes in Fox Meadow Subdivision Phase 4 Association and by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of the Unit estate 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 Montville Township and 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 (3) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

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



Section 13.5 - Special Federal Home Loan Mortgage Corporation Provisions

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

(a) Unless two-thirds (2/3) of the first mortgagees or owners give their consent, the Association of Fox Meadow Subdivision Phase 4 shall not; (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of Fox Meadow Subdivision Phase 4 owned by the Association of Fox Meadow Subdivision Phase 4 (the granting of easement 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, or other charges due, which may be levied against an Owner; (iii) change the method of allocating hazard insurance proceeds or condemnation awards; (iv) fail to maintain fire and extended coverage insurance as required by this Declaration; or (v) use hazard insurance proceeds for any Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association of Fox Meadow Subdivision Phase 4.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

Section 14.1 - Covenants Run With the Property; Binding Effect

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

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of Fox Meadow Subdivision Phase 4 that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representative, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate this Declaration by Reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

#### Section 14.2 - Duration

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

#### Section 14.3 - Notices

Any notices required to be given to any Person under the provisions of this Fox Meadow Subdivision Phase 4 Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation; provided, however, that a notice of "delinquency" or any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Builder shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Builder, Fox Meadow Development, Ltd., 7976 Broadview Road, Suite 108, Broadview Heights, Ohio 44147-1202.

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

#### Section 14.4 - Enforcement - Waiver

Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association of Fox Meadow Subdivision Phase 4 or any one permitted by this Declaration to enforce any Easement, covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 14.5 - Construction of the Provisions of this Declaration

The Builder or Association of Fox Meadow Subdivision Phase 4, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and finding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Builder or the Association of Fox Meadow Subdivision Phase 4 and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor

of the construction or interpretation by the Builder or the Association of Fox Meadow Subdivision Phase 4, as the case may be.

The Association of Fox Meadow Subdivision Phase 4 may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association of Fox Meadow Subdivision Phase 4 shall take into consideration the best interests of the Builder(s), Owners, Tenants and Occupants to the end that Fox Meadow Subdivision Phase 4 shall be preserved and maintained as a high quality, residential golf club community.

Section 14.6 - Reservations by Builder - Exempt Property

(a) Builder reserves the right and easement for itself and owners of nearby lands to whom Builder, in Builder's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over Fox Meadow Subdivision Phase 4 (as Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

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

(c) Builder reserves the right to enter into covenants and easements with any utility or public authority which Builder believes, in its sole discretion, to be in the best interest of the development of Fox Meadow Subdivision Phase 4 (as Fox Meadow Subdivision Phase 4 may be expanded).

(d) Builder reserves the right to perform or cause to be performed such work as is incident at the completion of the development and improvement of Fox Meadow Subdivision Phase 4 (as Fox Meadow Subdivision Phase 4 may be expanded by a Subsequent Amendment), owned or controlled by the Builder, notwithstanding any covenant, easement restriction or provision of this Declaration or its exhibits, which may be to the contrary.

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

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Builder prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

#### Section 14.7 - Assignability by Builder

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

#### Section 14.8 Severability

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

#### Section 14.9 - Arbitration

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

#### Section 14.10 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association of Fox Meadow Subdivision Phase 4 unless approved by the Vote of seventy-five percent (75%) of the Class "A" Members. This Section shall not apply, however, to (a) actions brought by the Association of Fox Meadow Subdivision Phase 4 to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association of Fox Meadow Subdivision Phase 4 in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Builder or is approved by the percentages votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

#### Section 14.11 - Validity of Mortgages

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

Meadow Subdivision Phase 4; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of Fox Meadow Subdivision Phase 4.

Section 14.12 - Amendment of Declaration of Fox Meadow Subdivision Phase 4

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

(a) For so long as the Builder or a successor designated by the Builder is the Owner of a fee simple interest in Fox Meadow Subdivision Phase 4, the Builder shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular provisions, if in its judgment, the development or lack of development of Fox Meadow Subdivision Phase 4 requires such modification or waiver, or in its judgment the purposed of the general plan of development of the Living Units and Vacant Sublots will be better served by such modification or waiver; provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or Vacant Sublots or shall prevent a Living Unit or Vacant Sublot from being used by the Owner in the Same manner that said Living Unit or Vacant Sublot was used prior to the adoption of said amendment, modification or waiver; and provided, further, that no such amendment, modification or waiver shall be made of Section 6.12 and other sections of this Declaration granting rights to the Township without the prior written consent of the Township first obtained. To modify this Declaration in accordance with this paragraph, Builder shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Builder's request, be executed by the Association of Fox Meadow Subdivision Phase 4 and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Builder his attorney-in-fact, coupled with an interest, to execute on his behalf of any such amendments. Each amendment shall be effective when signed by the Builder and filed for record with the Recorder of Medina County.

(b) This Declaration may also be amended by Builder or a successor designated by Builder or the Association of Fox Meadow Subdivision Phase 4 at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverage for the Association of Fox Meadow Subdivision Phase 4; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, resolution, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Fox Meadow Subdivision Phase 4, 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 Fox Meadow

Subdivision Phase 4 or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Builder and/or to the Board of Fox Meadow Subdivision Phase 4 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 Fox Meadow Subdivision Phase 4 and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Builder to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Builder shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Builder and shall be effective upon the filing of the Subsequent Amendment with the Medina County Recorder.

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

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirming vote of the Class "B" Member and the Vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this 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 easement set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Builder in this Declaration shall not be effective without the prior written consent of Builder; and provided further, that any amendment which would terminate or materially affect the rights of the Township under this Declaration shall not be effective without the prior written consent of the Township. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association of Fox Meadow Subdivision Phase 4, signed by the Builder if the amendment affects the rights of the Builder and filed for record with the Medina County Recorder.

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

#### Section 14.13 - Interest Rates

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

Section 14.14 - Headings

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

Section 14.15 - Rules Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rules against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Jefferson Clinton, president of the United States of America, and Albert Gore, Jr., Vice President of the United States of America.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Fox Meadow Development, Ltd. has signed this document this 22nd day of June, 1999.

Signed in the presence of:

Fox Meadow Development, Ltd.,  
an Ohio limited liability company

By: D.N.T. Cameratta, Ltd., an  
Ohio limited liability company,  
Managing Member

[Signature]  
\_\_\_\_\_  
[print name]

By: [Signature]  
\_\_\_\_\_  
JOSEPH CAMERATTA, Managing Member

Amy S. Kaspar  
AMY S. KASPAR  
STATE OF OHIO, )  
  ) SS:  
CUYAHOGA COUNTY. )

The foregoing instrument was acknowledged before me this 22nd day of June, 1999, by JOSEPH CAMERATTA, Managing Member of D.N.T. Cameratta, Ltd., an Ohio limited liability company, Managing Member of Fox Meadow Development, Ltd., an Ohio limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 22nd day of June, 1999.

Carolyn L Zielinski  
NOTARY PUBLIC



CAROLYN L. ZIELINSKI  
NOTARY PUBLIC, STATE OF OHIO  
Recorded In Medina County  
My Comm. Expires Dec. 16, 2001

This instrument prepared by:  
  
George J. Argie, Attorney at Law  
Argie, D'Amico & Vitantonio  
6449 Wilson Mills Road  
Mayfield Village, Ohio 44143-3402  
(440)449-3333



EXHIBIT A

SITUATED IN THE STATE OF OHIO COUNTY OF MEDINA AND TWP OF MONTVILLE AND BEING KNOWN AS THE WHOLE OF  
SUBLOTS 187 THRU 234 AND BLOCKS I THRU UU IN FOX MEADOW SUBDIVISION PHASE 4 AS PER DOCUMENT #  
1999PL000085 OF MEDINA COUNTY RECORDER RECORDS IN ORIGINAL TWP LOTS 41 AND 52.  
SEE PARCEL NUMBER LIST ATTACHED.

22106-56

A-1

SLA	Parcel #
187	030-11A-22-111
188	030-11A-22-112
189	030-11A-22-113
190	030-11A-22-114
191	030-11A-22-115
192	030-11A-22-116
193	030-11A-22-117
194	030-11A-22-118
195	030-11A-22-119
196	030-11A-22-120
197	030-11A-22-121
198	030-11A-22-122
199	030-11A-22-123
200	030-11A-22-124
201	030-11A-22-125
202	030-11A-22-126
203	030-11A-18-091
204	030-11A-17-055
205	030-11A-17-056
206	030-11A-17-057
207	030-11A-17-058
208	030-11A-17-059
209	030-11A-17-060
210	030-11A-21-004
211	030-11A-21-005
212	030-11A-21-006
213	030-11A-21-007
214	030-11A-21-008
215	030-11A-21-009
216	030-11A-22-127
217	030-11A-22-128
218	030-11A-22-129
219	030-11A-22-130
220	030-11A-22-131
221	030-11A-22-132

22106-57

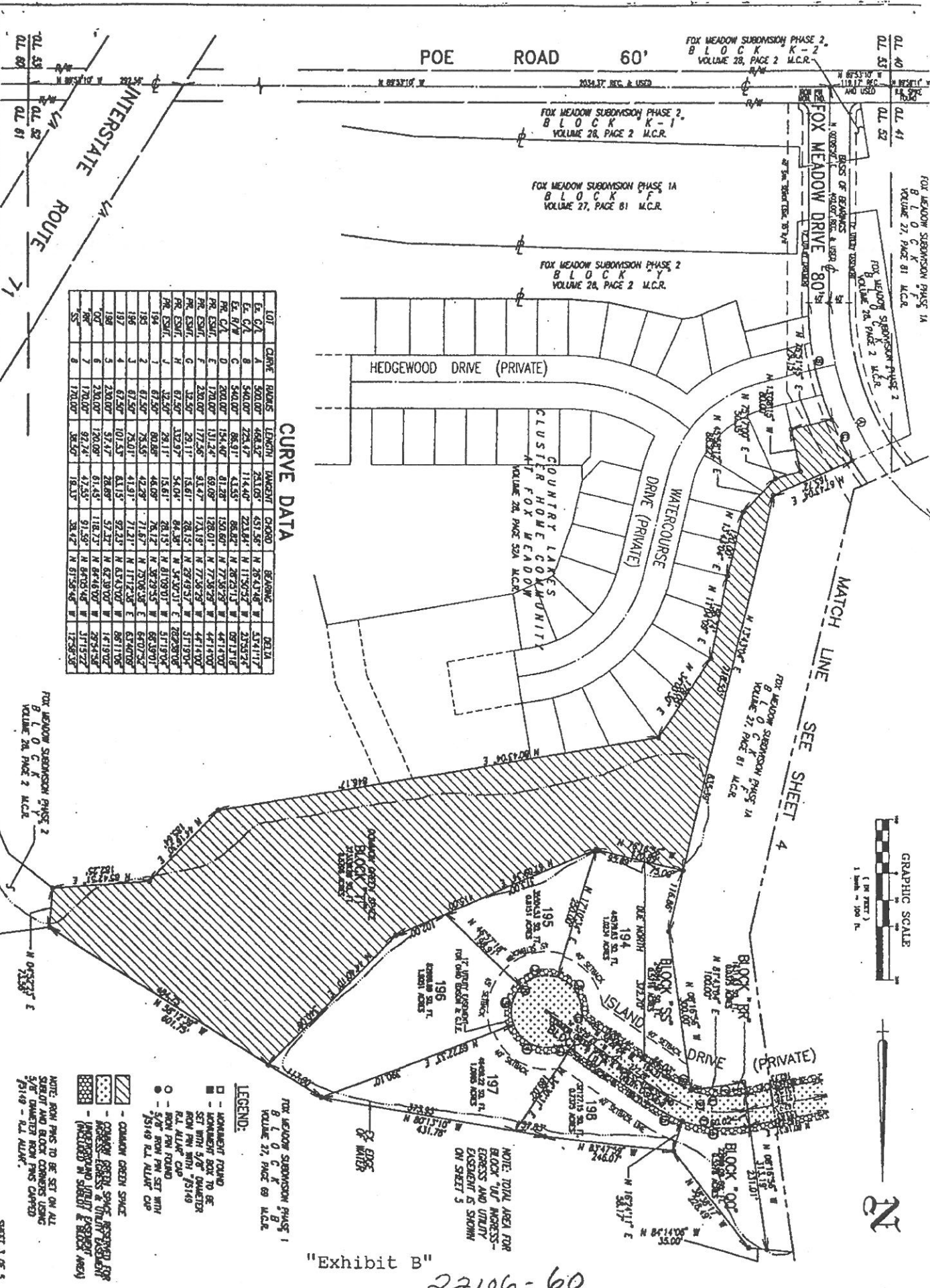
(A-1)

SLA	Parcel #
222	030-11A-22-133
223	030-11A-22-134
224	030-11A-22-135
225	030-11A-22-136
226	030-11A-21-010
227	030-11A-21-011
228	030-11A-21-012
229	030-11A-22-137
230	030-11A-22-138
231	030-11A-22-139
232	030-11A-22-140
233	030-11A-22-141
234	030-11A-22-142

22106-58

(A-1)

BIKS IT	030-11A-21-013
JJ	030-11A-17-061
KK	030-11A-17-062
LL	030-11A-18-092
MM	030-11A-22-143
NN	030-11A-22-144
OO	030-11A-22-145
PP	030-11A-22-146
QQ	030-11A-22-147
RR	030-11A-22-148
SS	030-11A-22-149
TT	030-11A-22-150
UU	030-11A-22-151



**CURVE DATA**

LOT	CURVE	BEARS	LENGTH	WAVELENGTH	CHORD	BEARING	BEARING	BEARING
101	A	500.00'	468.32'	281.05'	451.58'	N 26° 43' 48" W	N 53° 11' 17" E	235° 52' 4
102	B	540.00'	228.47'	114.40'	223.44'	N 11° 56' 52" W	N 23° 52' 4" E	235° 52' 4
103	C	540.00'	228.47'	114.40'	223.44'	N 11° 56' 52" W	N 23° 52' 4" E	235° 52' 4
104	D	200.00'	154.40'	81.20'	150.60'	N 26° 21' 12" W	N 07° 11' 18" E	441° 13' 0
105	E	170.00'	131.24'	65.62'	128.01'	N 77° 58' 28" W	N 44° 14' 00" E	441° 13' 0
106	F	230.00'	177.56'	88.77'	173.18'	N 77° 58' 28" W	N 44° 14' 00" E	441° 13' 0
107	G	12.50'	29.11'	15.61'	28.15'	N 29° 49' 37" W	N 51° 17' 52" E	282° 30' 6
108	H	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
109	I	12.50'	29.11'	15.61'	28.15'	N 29° 49' 37" W	N 51° 17' 52" E	282° 30' 6
110	J	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
111	K	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
112	L	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
113	M	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
114	N	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
115	O	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
116	P	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
117	Q	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
118	R	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
119	S	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
120	T	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
121	U	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
122	V	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
123	W	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
124	X	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
125	Y	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6
126	Z	82.50'	332.97'	54.04'	84.38'	N 54° 30' 31" E	N 22° 33' 06" W	282° 30' 6

**CURVE DATA**

NOTE: TOTAL AREA FOR BLOCK 'O' ACCESS- EASEMENTS AND UTILITY EASEMENTS IS SHOWN ON SHEET 5

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"Exhibit B"

22106-60



