

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 5th day of January, 2007 by HARRY B. DAVIS and JO ANN DAVIS, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of land located in the Township of Granger, County of Medina, State of Ohio, which it is developing as Miller's Meadow Subdivision and which is further described as follows:

See Exhibit "A": attached hereto and incorporated herein. (Subdivision Plat)

WHEREAS, Declarant intends to sell, transfer or assign the above described real property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the real property, for the benefit of its future owners;

NOW THEREFORE, Declarant declares that the real property shall be subject to the covenants and restrictions, hereinafter referred to as "Restrictions", set forth below expressly and exclusively for the use and benefit of the real property and of each and every person or entity who now or in the future owns any portion or portions of the real property; and

DECLARANT adopts the covenants, agreements, restrictions, provisions, conditions and changes hereinafter set forth and reserves and grants the easements hereinafter set forth for the purpose of establishing a common plan for the design, size and development of land parcel acquired by Declarant and described above. Each grantee of any interest in the real property, by their acceptance of a deed for an interest in the real property, covenants and agrees with Declarant as the owner of an interest in adjoining property and for the benefit of all persons subsequently acquiring or entitled to hold any interest in the property being developed or in any other property now or hereafter made subject to these Restrictions to hold, use, develop, occupy and convey such interest within such development subject to the following Restrictions, all of which shall run with the land and shall apply to, be binding upon and inure to the benefit of Declarant and any persons or entities holding, subsequently acquiring or entitled to hold any interest in the real property or in any property now or hereafter made subject to the Restrictions which are as follows:

ARTICLE II

APPROVAL OF PLANS AND CONSTRUCTION REQUIREMENTS

1. The Architectural Review (AR) is hereby established under the direction of the "MILLER'S MEADOW HOMEOWNERS' ASSOCIATION, INC".

By Declarant, Architectural Review approval is required before construction is initiated. The Builder must submit for review all data (final sheets attached) as required for compliance. Complete plans, including the landscaping/irrigation plans must be submitted to AR before applying to the Township for a permit.

Plans to be approved shall be complete and accurately depict the single family residence and/or any permitted out-building being constructed. All changes involving design, color or materials must be resubmitted for approval before installation. All work shall comply with the approved documentation.

2. DRAINAGE AND GRADING

The Builder shall grade in accordance with the overall grading drainage plan and other criteria provided by the developer. Drainage and grading shall meet all requirements of the proper government agencies.

3. PLANTING

A minimum of eight (8) canopy trees shall be required on each lot. The trees shall have an initial installation height of not less than 8' and a mature spread of at least 15'.

All lots are required to be seeded or sodded. The entire lot, including all landscape areas which abut the right-of-ways and adjacent to lakes or natural areas which border a individual builder's lot, shall be seeded or sodded. All landscaping to be completed within 180 days after occupancy.

When changes in the basic landscape plan are made, they shall be resubmitted for approval by the AR before implementation.

4. THE RESIDENCE

Not more than one single family residence structure, together with other structures permitted by these Restrictions, shall be erected, reconstructed or suffered to remain upon any Sublot. Any such residence shall contain at least the following square footage requirements: ranch style 2800 square feet; two story 3800 square feet; and one and one half story 3800 square feet; total of living area. Such standard of minimum size shall be measured without inclusion of breezeways, porches, verandas, any basement or foundation. "Crawl space" shall not be the ground floor or the first floor level.

Each residence shall have one (1) attached side or rear entry garage with total garage space limited to the parking of not less than two (2) not more than three (3) automobiles. Garage to have a minimum of 24' inside depth. Each garage shall have at least one (1) window in addition to any window or windows in the garage doors, and all garage openings shall be equipped with automatic garage doors. All driveways and parking areas from street to rear of residence building shall be a hard surface of asphalt, concrete or paving brick.

All dwellings or other structures shall be serviced by underground electric, telephone, and television facilities. No building lot shall be serviced by overhead electrical poles and wires. No pole satellite dishes allowed.

All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a subplot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear. The owner of each subplot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover, garden plants and any area exempt by government rule, to a height not exceeding three (3) inches.

Each owner of a subplot shall, at his sole cost and expense, maintain any portion of any lake or stream within the Subdivision that is within or borders said owner's subplot. Maintenance shall include but not be limited to any necessary cleaning and dredging of said lakes or streams. Maintenance shall also include any necessary work in, around, or to said lakes or streams to maintain the free flow of the water.

Each owner of a subplot shall take no action which would have the effect of stopping, impeding, or restricting the free flow of water in any stream or lake within the Subdivision.

By acceptance of a deed for a subplot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner consents to a perpetual easement allowing a subplot owner or their agent for purpose of ingress and egress to access all lakes and streams within the Subdivision for the sole purpose of inspecting and maintaining said lakes and streams as provided herein. Such entry shall be reasonable in all respects.

Building set-back shall be a minimum of one hundred thirty (130) feet from street right of way line or as determined by Declarant.

5. FRONT ELEVATIONS AND MATERIALS

Similar elevations shall not be constructed within five hundred (500) feet of each other. A similar floor plan may be repeated within this distance; however, a different elevation is required. Any proposed building must be in harmony with the architecture of buildings on neighboring properties. Screen enclosures shall not

break the side plane of the residence. Where practical, natural materials rather than synthetic materials will be used for exterior finish. All fronts will be of natural material such as wood, stone, or brick. Corner lots to have both sides facing street to be of natural materials. Underside of overhangs can be covered with synthetic material. Wing wall additions to the structure shall not be higher than 5' above the floor slab. Chimney exteriors to be constructed of brick or stone to a height required by building code. Brick or stone to grade is required on all sides of the residence.

All structures shall be of a traditional style. No log, bi-levels, raised ranches or A-Frame dwellings shall be permitted.

Exposed portions of foundation walls shall be brick or stone to first floor grade.

Glass block (except in basement walls), concrete block or similar materials shall not be permitted as an exterior material.

Roofs shall be of slate, tile or architectural grade asphalt shingles, and all roofs shall be slopping.

All structures shall be provided with metallic gutters and downspouts for conducting water away from walls and foundations.

6. MAILBOXES AND POSTS

To assure compatibility with the community theme, the developer will custom design mailboxes which will be mounted on 6" x 6" wood posts. The mail boxes will be provided at a nominal cost.

Each dwelling shall have an electric driveway light to be installed within forty-five (45), feet of the centerline of the roadway with a minimum 100 watt bulb controlled by an automatic dusk/dawn on-off switch.

7. SIGNS

A Miller's Meadow individualized builder sign may be installed on their lot. After the first lot, additional builder signs for each lot contracted will be permitted.

ARTICLE III

USE OF LAND

1. Each Sublot shall be used exclusively for single family residential purposes, including such incidental, non-commercial uses as are normally associated therewith and not expressly prohibited by these Restrictions.
2. No tent, trailer, outbuilding or living quarters accessory to the residence and garage shall be erected, reconstructed, placed or suffered to remain on any Sublot except the

following: Such outbuildings as may be necessary or convenient for children's playhouses, for fixed equipment enclosure, for other reasonable non-commercial uses not specifically prohibited in or pursuant to these restrictions. A swimming pool, bath or pool house together with appropriate machinery, equipment and enclosure, may be constructed and maintained on any Sublot. All outside game or recreation equipment of any kind shall be placed behind the rear line of the residence. Any permitted outbuilding, shall be similar to, compatible with or matching the exterior, character, design and type of construction of the residence, the aggregate ground floor area of all unattached accessory buildings shall not exceed the area as permitted by Township of Granger.

3. No permitted building or other structure shall be erected, reconstructed or permitted to remain on any Sublot except within an area and in accordance with the provisions of the then current zoning and building ordinances applicable in the Township of Granger, except pursuant to any variance therefrom granted by said Township of Granger. No permitted accessory structure or swimming pool shall be constructed, erected or suffered to remain, nor shall any vehicle, equipment or other chattel be stored, on any Sublot between the residence and any public street upon which the Sublot fronts.
4. No animal of any kind shall be kept, harbored, or used on any Sublot except domestic cats, dogs and other household pets. No animal of any kind shall be kept, harbored, used or bred on any Sublot for commercial purposes or in connection with any business, trade or profession. No pet or pets shall be kept or maintained so as to create a nuisance to the owners or inhabitants of any building lots.
5. The trees upon each Sublot shall be maintained to the fullest extent possible. No trees shall be removed therefrom unless necessary for reasonable residential and related permitted usage or unless the same shall be diseased or damaged. Field, fruit and garden crops may be raised, but only for consumption by the residents of each Sublot. Every reasonable effort shall be made to protect and preserve the natural characteristics of the land and to avoid soil erosion and the introduction of any material or waste which will damage the soil or vegetation or contaminate the same or pollute the water table or any permanent or temporary streams of water courses or standing water.
6. No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain on any Sublot unless and until the plans and specifications showing the size, height, type and material of construction thereof and the location of the same have been submitted to and approved by the Declarant as to the harmony of the external design, the location in relation to surrounding structures and topography and conformity with the common plan and these Restrictions. Thereafter, such structure shall be constructed in the approved location and in accordance with the approved plans and specifications.

ARTICLE IV

NUISANCE

1. No nuisance, advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Sublot, nor shall the same be used in whole or part for any trade or in any way for any purpose which may endanger the health or unreasonably disturb the quiet of a holder of the adjoining land. Provided, that notwithstanding the foregoing, any advertising sign may be placed on any Sublot for the purpose of advertising said Sublot or a single family dwelling thereon for sale, provided that such sign shall be in compliance with all applicable township zoning provisions. Further Declarant shall notwithstanding the foregoing, be entitled to maintain such advertising signs, billboards, etc., as it, in its sole discretion, deems appropriate in order to promote the development of the Miller's Meadow Subdivision.
2. No part of any Sublot shall be used or maintained as dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure except in a sanitary, clean and covered container located in the rear of the residential dwelling building line.

ARTICLE V

RIGHT TO ENFORCE AND DURATION

1. Each provision of these Restrictions shall be separate covenants, and the holding of any covenant invalid for any cause shall not affect the validity of any other covenant. Each provision shall be a covenant running with the land, shall bind Declarant and the Declarant's successors and assigns or any other owner or lawful occupant of any real property subject hereto, or any Sublot subdivided therefrom or of any person damaged or prejudiced by breach of such provision.
2. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provision. Declarant agrees to include the restrictions in such deed from Declarant of all or any portion of the real property. The restrictions, other than the restrictions contained in paragraph 1 Article VI, shall remain in full force until December 31, 2050, and the restrictions contained in paragraph 1 shall continue to apply perpetually. Thereafter, the restrictions may be extended as written or can be acknowledged as then required by the laws of the State of Ohio for the conveyance of real estate, by the owners of sixty-five percent (65%) of all the Sublots subject to such covenants, excluding all mortgagees and lien-holders and purchasers under executory contracts.

3. The Association shall have a lien upon any Sublot for the payment of the dues to the Association chargeable to such Sublot which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefore, subscribed by the President of the Association, is filed with the Recorder of Medina County, Ohio pursuant to authorization given by its Board of Trustees of the Association. Such certificate shall contain a description of the Sublot, the name or names of the record owner or owners, and the amount of the unpaid dues, or cost of repairs or replacement. This shall not however prevent the Association from obtaining any other lien in any manner permitted by law.
4. The lien provided for in this paragraph of these Restrictions shall have 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 theretofore been filed for record, and may be foreclosed in the same manner as a mortgage in an action brought by the Association.
5. A copy of this Declaration of Covenants, Conditions, and Restrictions shall be furnished to the purchaser of each Sublot in the subdivision prior to the sale of a Sublot and receipt shall be acknowledged in the sales agreement.
6. As to the owner of each Sublot, these Restrictions shall be covenants running with the land and the breach thereof or the continuance of any such breach may be enjoined by the Declarant or by the owner of any interest in any Sublot.
7. No delay or omission on the part of Declarant or the owners of the other Sublots in exercising any rights, power or remedy herein provided in the event of any breach of these Restrictions shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant for or on account of its failure to bring any action or account of any breach of these Restrictions or for imposing restrictions which may be unenforceable.
8. In the event any one or more of the Restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.
9. Declarant further reserves the right to unilaterally amend or modify these restrictions, in its sole discretion and without consent of any lot owner, for a period of four (4) years from the date of execution hereof. So long as Declarant is the owner of any of the building lots in Miller's Meadow Subdivision, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of Declarant.

ARTICLE VI

RIGHT TO ASSIGN; AMENDMENTS

1. Declarant shall, prior to the sale of any Sublots, cause to be formed a not-for-profit Ohio corporation to serve as a home owners association for the development, which home owners association shall hereinafter be referred to as the "Association". Every owner of any portion of the real property being developed shall automatically be a member of the Association provided that if more than one person or entity is the owner of any portion of the real property such joint owners shall collectively have one (1) vote on all matters to be voted upon by the members of the "Association".

The Association shall initially adopt such By-Laws as Declarant shall determine, which By-Laws may be amended from time to time, and shall conduct its affairs in such manner as its members and trustees shall determine provided, however, that no By-Law shall be adopted or other action taken which would conflict with these Restrictions.

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The Association shall be responsible for holding title and ownership of certain lands designated as Blocks "A" and "B" on the plat for Miller's Meadow Subdivision recorded in Volume ~~370968279~~, Page of Medina County Plat Records, and to provide for the continuing cutting, pruning, maintenance and replacement of the landscaping, grass, trees, shrubs, plants and entrance signage located on said Blocks "A" and "B". The owner of each Sublot shall be responsible for and shall pay for his or her prorata share of the cost of such maintenance, repairs, replacements and inspection.

By acceptance of a deed for a Sublot or any other interest in the real property subject to these Restrictions, each subsequent owner consents to the performance by the Association of such maintenance, repair, replacement and inspection, and for the reservation by Declarant for the benefit to the Association such easements, if any, as may be necessary to perform such maintenance, repair, replacement and/or inspections.

The owner of each Sublot shall pay as dues to the Association yearly a prorata amount determined by the Association, which in no event shall be less than the prorata cost of the routine maintenance, repairs, replacements and inspections required hereunder.

ARTICLE VII

Nothing herein shall be construed to eliminate the necessity of compliance with the Granger Township Zoning Resolution. To the extent, however, these covenants, conditions and restrictions, or any amendments thereto, are more restrictive than the Granger Township Zoning Resolution, these Covenants, Conditions and Restrictions shall apply.

ARTICLE VIII

APPROVALS

It is understood that approvals hereunder may be given by Harry B. Davis and/or Jo Ann Davis, and that said approvals or disapprovals must be given within twenty (20) days of receipt of plans or approval will be automatic.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand at Summit, Ohio, for the uses and purposes hereinabove set forth, this 5th day of January, 2007.

Signed in the Presence of:

Erin Rausch

By: Harry B. Davis
Harry B. Davis

Erin Rausch

By: Jo Ann Davis
Jo Ann Davis

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, appeared Harry B. Davis and Jo Ann Davis, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed.

TESTIMONY WHEREOF, We have hereunto set our hand at Summit, Ohio, this 5th day of January, 2007.

Erin Rausch
Notary Public

Erin Rausch
Notary Public, State of Ohio, Summit Cty.
My Commission Expires Nov. 21, 2010

ACTION BY UNANIMOUS CONSENT OF BOARD OF TRUSTEES

The undersigned, being all of the members of the Board of Trustees of Miller's Meadow Homeowners' Association, do hereby take and adopt the following action by their unanimous written consent:

RESOLVE, that the following are elected as officers of this Association, to serve for a term of one (1) year or until their successors are elected and qualified:

Harry B. Davis

President

Jo Ann Davis

Vice President/Secretary

Cindy M. Bosetin

Treasurer


HARRY B. DAVIS, TRUSTEE


JO ANN DAVIS, TRUSTEE


CINDY M. BOSETIN, TRUSTEE

DATE: 1/5/2007