

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 21

DEED 12/15/2008 2:08:44 PM

200812150556

**DECLARATION OF COVENANTS,
AMENDED RESTRICTIONS AND EASEMENTS
OF
MEADOW TRAIL, A CLUSTER DWELLING ASSOCIATION
P/O BOX 360890
STRONGSVILLE, OHIO
44136
DECEMBER, 2008**

INDEX
DECLARATION OF COVENANTS,
AMENDED RESTRICTIONS AND EASEMENTS
OF
MEADOW TRAIL

PREFACE	1
ARTICLE I: PROPERTY AND ADDITIONS THERETO	2
Section 1. The Existing Property	2
Section 2. Additions to the Existing Property	2
ARTICLE II: SCOPE AND APPLICATION OF CLUSTER HOUSING	2
Section 1. Scope and Application	2
Section 2. Definitions	2
Section 2.a City	2
Section 2.b Cluster Housing Properties	2
Section 2.c Common Area	3
Section 2.d Living Unit	3
Section 2.e Living Unit Owner	3
Section 2.f Living Unit Owners Association	3
Section 2.g Living Unit Member	3
ARTICLE III: MUTUAL RECIPROCAL EASEMENTS	4
Section 1. Easements	4
Section 2. Repair and Maintenance	4
ARTICLE IV: MEMBERS AND VOTING RIGHTS IN THE LIVING UNIT OWNERS ASSOCIATION	5
Section 1. Members	4
Section 2. Voting Rights	5
Section 3. Articles and Regulations	5
ARTICLE V: PROPERTY RIGHTS IN THE CLUSTER HOUSING PROPERTIES	5
Section 1. Members Easements of Enjoyment	5
Section 2. Use of Cluster Housing Properties	6
Section 3. Extent of Members' Easements	6
ARTICLE VI: COVENANT FOR MAINTENANCE ASSESSMENTS	7
Section 1. Creation of Liens and Personal Obligations of Assessments	7

Section 1.A	Annual Assessment Purpose for which Meadow Trail Owners Association shall be Responsible	7
Section 1.A.1	Maintain, Repair, Replace Common Areas	7
Section 1.A.2	Reasonable Services to Living Unit Owners	7
Section 1.A.3	Special Assessment	7
Section 1.A.4	Liability Insurance Policy	7
Section 1.B	Living Unit Owner Responsibility	8
Section 1.B.1	Insurance on Unit	8
Section 1.B.2	Provide Certificate of Insurance	8
Section 1.B.3	Fails to Obtain insurance	8
Section 1.B.4	Damage to or Destruction of Unit	8
Section 1.B.5	Replacement and Improvements	8
	Failure of Unit Owner to Discharge Obligation	8
	Lien Against Living Units	8
	Assessment against Living Unit	9
Section 2.	Annual Assessment	10
Section 3.	Special Assessments	10
Section 4.	Due Date of Assessments/Defaults	10
Section 5.	Statement of Unpaid Assessments	11
Section 6.	Exempt Property	11
ARTICLE VII PROTECTIVE COVENANTS		12
Section 1.	Land Use	12
Section 2.	Architectural Control	12
Section 3.	Easements	12
Section 4.	Nuisance, Signs, Trade or Business, Liquor, Pets	12
Section 5.	Exterior Maintenance	13
Section 6.	Storage and Parking of Vehicles	13
Section 7.	Garbage and Refuse Disposal	13
Section 8.	Laundry	13
Section 9.	Mowing	13
Section 10.	Signs, Antennas, Etc.	13
Section 11.	Variances	13
Section 12.	Unit Rentals	14
ARTICLE VIII ENFORCEMENT, DURATION AND AMENDMENT		
Section 1.	Enforcement	14
Section 2	Duration	14
Section.3	Living Unit Owners' Association Right to Amend	14
ATRICLE IX GENERAL PROVISIONS		15
Section 1.	Notices	15
Section 2.	Conflicts	15

ARTICLE X	COMMON PROPERTIES AND FACILITIES MAINTENANCE	15
Section 1.	Association's Duty to Maintain	15
Section 2.	City's Right and Authority to Compel Maintenance	15
Section 3.	Enforcement	15
Section 4.	The City	15
Section 5.	Association	16
ARTICLE XI	LIVING UNIT OWNERS' ASSOCIATION	16

AMENDED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
OF MEADOW TRAIL

This Declaration of Covenants, Restrictions and Easements is made and entered into on this 23rd day of May, 19 84, by Bob Schmitt Homes, Inc., an Ohio Corporation of Strongsville, Ohio 44136, which together with its successors and assigns, is hereinafter referred to as the "Corporation" or "Developer".

WHEREAS, the Corporation as owner in fee simple of certain real estate situated in the City of Strongsville, Cuyahoga County, and State of Ohio, which is more fully described below, all of which is situated within the Meadowood Subdivision No. 1, Phase I, and is shown on Plat recorded in Volume 218, Pages 74 and 75 of the Cuyahoga County Recorder's Records; and,

WHEREAS, the Corporation does desire and will develop said real estate under Section 1125.60, Single Family Detached and Cluster Dwellings, of the Zoning Code of the City of Strongsville, Ohio, for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof, does establish these rights, easements, privileges and restrictions with respect to said real estate and the use, conduct, and maintenance thereof; and,

WHEREAS, the Corporation desires and intends that the several owners, The Meadow Trail Association, (A neighborhood association), mortgagees, occupants and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interest therein, subject to the rights, easements, privileges and restrictions set forth herein, and also incorporated by reference in the deed, all of which are declared to be Covenants Running with the Land and to be in furtherance of a general plan to promote and protect the co-operative aspect of ownership of the common areas and to facilitate the proper administration, ownership and maintenance of the real estate and dwellings granted by fee simple conveyance to any grantee, their heirs or assigns, or trustee holding legal title for the equitable owner; and,

NOW, THEREFORE, Bob Schmitt Homes, Inc., the Corporation, does hereby impose the following Covenants, Restrictions and Grants of Easement on the following property.

ARTICLE I

PROPERTY AND ADDITIONS THERETO

Section 1. The Existing Property. Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and being part of the original Strongsville Township Lots 92 and 93, and now known as Blocks C, D, E and F of Meadowood subdivision No. 1, Phase I. as recorded in Volume 218, Pages 74 and 75 of Plat Records of the Cuyahoga County Recorder's Records.

Section 2. Additions To The Existing Property. Bob Schmitt Homes, Inc., completed all phases of Meadowood Subdivision No. 1 which now has 94 Cluster Housing Properties.

ARTICLE II

SCOPE AND APPLICATION OF CLUSTER HOUSING COVENANTS, RESTRICTIONS, AND EASEMENTS DEFINITIONS

Section 1. Scope and Application. The Covenants, Restrictions and Easements set forth in this document shall apply to and be imposed upon Meadow Trail and any part thereof exclusively. Without limiting the generality of the paragraphs immediately preceding this part of the Declaration said Covenants, Restrictions and Easements are made for the mutual and reciprocal benefit of each and every Living Unit Owner in Meadow Trail, are intended to create mutual, equitable servitudes upon each of said Living Units in favor of each and all of the other Living Units in Meadow Trail, to create reciprocal rights between the respective Living Unit Owners and to create a privity of contract and estate between the grantees of said Living Unit Owners, their heirs, successors, and assigns.

Section 2. Definitions. The following words when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

- (a) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions, that the "City" is a third party beneficiary to these Covenants and Restrictions, and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the common Areas, as more fully set out herein, as does the Association or Developer.
- (b) "Cluster Housing Properties" shall mean and refer to those areas of land which are designated as a "Cluster Housing Property", a common Area, a street or other road or traffic circle, a walkway or sidewalk shown on the Tax Split Drawing, as

recorded in Volume 227, Page 60, of Plat Records of the Cuyahoga County Recorder's Records and which are intended to be devoted to the common use and enjoyment of all Living Unit Owners and in which each Living Unit Owner is now or hereafter granted property rights co-extensive with those of all other Living Unit Owners pursuant to the terms and provisions of this document. Common Area shall also include any recreation area included within the Cluster Housing Property. Except from this definition are those areas designated as Park Area B on the Tax Split Drawing, for which the duty and obligation to maintain, repair and/or replace and pay real estate taxes is and shall remain vested in the Meadowood Association.

- (c) "Common Area" shall mean and refer to those areas of land which are intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Living Unit Owners and which are designated by the term "Common Area" or any phrase containing those words on the Tax Split Drawing.
- (d) "Living Unit" shall mean and refer to a Parcel of Land located within Meadow Trail, or a Parcel of Land located within Meadow Trail and a single-family dwelling, with garage attached, situated thereon. The fee or undivided fee simple title to any such Parcel shall not be separated from the fee or undivided fee simple title to the dwelling built thereon as shown.
- (e) "Living Unit Owner" shall mean and refer to any and all owner or owners of record, legal or equitable, whether a person or an entity, of a fee or undivided fee simple title to a Parcel or a Parcel and Cluster Dwelling situated within Meadow Trail at any time during the term of these Covenants and Restrictions but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or by deed or any proceeding in lieu of foreclosure.
- (f) "Living Unit Owners' Association" shall mean and refer to The Meadow Trail Association, (a neighborhood association), an Ohio non-profit corporation formed for the purpose of regulating and maintaining Meadow Trail, the Common Areas, the exterior of the Living Units and Parcels, providing services of general benefit to the Living Unit Owners, administering and enforcing these Covenants and Restrictions, and collecting and disbursing the assessments and exercising the other functions as hereinafter provided.
- (g) "Living Unit Member" shall mean and refer to all those Living Unit Owners, legal or equitable, who are Members of the Living Unit Owners' Association as provided in Article IV, Section 1 of this document.

ARTICLE III
MUTUAL RECIPROCAL EASEMENTS

Section 1. Easements. Reciprocal, affirmative easements over and on the Cluster Housing Properties, each parcel of land comprising a Living Unit, the Common Area, and abutting on any side, front, or rear of any parcel of land conveyed in this development are granted with appurtenant to each parcel so conveyed to each fee owner or equitable owner and The Meadow Trail Association for, but not limited to, the following:

- (a) Encroachment of any wall, eave, foundation, gutter, roof overhang, fence, chimney or appertaining part thereto of a dwelling on a parcel resulting from the original construction of the dwelling by the Grantor, its successors or assigns, or as the result of subsidence or shift of land or building; and,
- (b) Maintenance, staining, painting, foundation repair or any reasonable cause or use to make repairs or to maintain a parcel and dwelling conveyed hereunder, in this development; and,
- (c) The dominant estate and the Meadow Trail Association shall be under a legal duty and obligation to the servient estate to repair or replace any damage or injury to the servient estate caused or occasioned by the exercise or use of the Easements granted in (b) above, even though such use has been reasonable and for the purposes described; and,
- (d) However, in no event shall a valid Easement for any encroachment or trespass be created in favor of any owner, tenant, or occupant of any dwelling or parcel if such encroachment or trespass occurred due to the willful conduct of such owner, tenant or occupant through the use of Easement granted in (b) above or as contemplated by (a) above.

Section 2. Repair and Maintenance. There is hereby reserved a blanket easement upon, across, over, through and under the Cluster Housing Properties, without limitation, to permit the replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, telephone, electricity, television cable or communication lines and systems by a company or municipality providing such services or utilities, including without limitation, the City of Strongsville, and to permit the reconstruction, repair, maintenance or replacement of any Living Unit, or any portion thereof, by the Owner thereof. By virtue of these easements, any such Owner, the City of Strongsville or any such utility or service provider, as the case may be, is and shall be expressly permitted for such purpose to maintain facilities and equipment, to erect temporary buildings or structures, to excavate and to affix, install and maintain wires, circuits, pipes and conduits on, in, or under said property, provided said Living Unit Owner, or said utility or service company, as the case may be, restores any disturbed area to the condition in which they were found and provided further

that such activity shall not render any Living Unit, other than the Living Unit being reconstructed, repaired, maintained or replaced, uninhabitable. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities or service lines or facilities for such utilities may be installed or relocated in, on or under the Cluster Housing Properties unless it is a Living Unit Member and approved by the Living Unit Owners' Association in accordance with its Articles of Incorporation and /or Code of Regulations. Said easements shall in no way affect any other recorded easements on the Cluster Housing Properties or any other easement granted in this Declaration.

ARTICLE IV
MEMBERS AND VOTING RIGHTS IN
THE LIVING UNIT OWNERS' ASSOCIATION

Section 1. Members. Every Living Unit Owner, legal or equitable, shall be a member of the Living Unit Owners' Association in the Meadow Trail Association for so long as he is a Living Unit Owner, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be entitled to one (1) vote for each Living Unit. In the event a Living Unit is owned by more than one (1) owner, the owners shall not be entitled to more than one (1) vote with respect to any such Living Unit

Section 3. Articles and Regulations. The Articles of Incorporation and Code of Regulations of the Living Unit Owners' Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time, in effect.

ARTICLE V
PROPERTY RIGHTS IN THE CLUSTER HOUSING PROPERTIES

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 4 of this Article V, every Living Unit Member or, in the stead of said Living Unit Member, any tenant or leasee thereof, who is in residence upon said Living Unit Member's Living Unit shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Cluster Housing Properties, and such easement shall be appurtenant to and shall pass with the title to every Living Unit. Without limiting the generality of the foregoing, an easement for the use and enjoyment of each street, road, walkway, sidewalk or common area which constitutes a part of the Cluster Housing Properties is reserved hereby to the Developer, to each Living Unit Owner and visitors parking areas as to the invitees of all the

aforementioned. In addition, there is hereby granted to the City of Strongsville an easement to enter upon, across, on, under or through the Cluster Housing Properties for purposes of snow removal, garbage removal, police and fire protection, repair or replacement of utilities and any easements granted thereto and the providing of other municipal services.

Section 2. Use of Cluster Housing Properties. The Cluster Housing Properties are intended to be used for vehicular and pedestrian traffic and as open areas and buffer zones. Subject to the provisions of Article III of this instrument, after the initial development no building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Cluster Housing Properties, except for such structures as fences, walls, signposts, playground equipment or portable or temporary recreational facilities which are constructed in a Common Area or in an area designated as "Cluster Housing Properties" which are intended to enhance the common use and enjoyment of such areas and which do no significantly compromise or interfere with the intended primary uses described above.

Section 3. Extent of Members' Easements. The right and easements of enjoyment created by the Article V shall be subject to the following:

- (a) The right of the Living Unit Owners' Association to borrow money for the purpose of improving the Cluster Housing Properties and in aid thereof to mortgage said properties and the right of the Living Unit Owners' Association to take such steps as are reasonably necessary to protect the Cluster Housing Properties against foreclosure; and,
- (b) The right of the Living Unit Owners' Association, in accordance with its Articles of Incorporation and Code of Regulations; to adopt uniform rules and regulations governing the use of the Cluster Housing Properties, and to suspend the enjoyment rights of any Living Unit Owner or tenant or leasee thereof and his household and guests for the non-payment of any assessment levied pursuant to this document during any period which such assessment remains in default, and for any infraction of such rules and regulations; provided, however, that any such suspension shall not deny ingress or egress to any Living Unit; and,
- (c) The right of the Living Unit Owners' Association to dedicate or transfer all or any part of the Cluster Housing Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Living Unit Members by the affirmative vote of Living Unit Members entitled to exercise a majority of the voting power of the Living Unit Owners' Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Liens and Personal Obligations of Assessments:

- A. Annual assessment levied for the following purposes for which the Living Unit Owners' Association shall be responsible:
1. To maintain, repair and replace the Common Areas to include mailbox pads, parking pads, street islands, street sidewalks, recreationally landscaped areas and Common Areas.
 2. Reasonable services to the living unit owners to include but not limited to:
 - a) driveway snow removal
 - b) maintenance and repair of privacy fences and gates
 - c) maintenance and repair to the gutters and downspouts of each living unit
 - d) leveling sidewalks and driveways
 - e) maintenance and removal of existing trees and shrubbery which exist outside of the privacy fence which have died or become overgrown (as determined by the Board)
 - f) exterior maintenance and upkeep of the lawn and yard outside of the courtyard
 - g) accept written request for re-landscaping of the living owners' property which shall include a detailed design and estimate of cost, a portion of which cost may be paid by the Association which shall not exceed the charges for removing the existing landscaping
 - h) perform such other maintenance activities which are provided equally among the living unit owners is the sole discretion of the Board
 - i) administering the affairs of the living unit owners association.
 3. Special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Cluster Housing Properties, for emergencies, maintenance or repair costs and for other costs and expenses not anticipated in determining the applicable annual assessments.
 4. Obtain a Liability Insurance Policy in such amounts and coverage as determined by the Board of Managers of the Association, naming the Living Unit Owners and the Living Unit Owners' Association as insureds. Cost of such insurance to be apportioned as by the Board of Managers in a fair and equitable manner.

B. Each living unit owner shall be responsible for the payment and accomplishing of the following:

1. Secure and maintain insurance on his/her unit. Each unit owner shall maintain a minimum, a Form 3 Homeowners Insurance policy or its equivalent upon the unit, including replacement cost coverage in the full insurable value of such unit. Said policy shall include liability insurance upon the Unit.

2. Provide the Meadow Trail Association at its designated address, a Certificate of Insurance evidencing the following:

- a) The replacement cost value of the Unit.
- b) Liability insurance of at least \$500,000.00

This Certificate of Insurance shall be furnished 30 days before the insurance policy expiration date each year.

3) If the Unit Owner fails to obtain the aforesaid insurance, or fails to pay said insurance premiums or if said policy is cancelled for any reason, The Meadow Trail Association may (but shall not be obligated to) obtain such insurance and/or make payments for such Unit owner and assess the cost of such payments, as a separate assessment, to the normal assessment amount of such unit owner.

4) In the event of any damage to or destruction of the Unit, the Unit owner shall promptly commence repair and restoration of the Unit to the condition existing prior to such damage or destruction using said insurance proceeds to the extent available or otherwise. If the Unit owner does not promptly commence said repair and restoration and thereafter completes same, the Meadow Trail Association shall have the right to enter the Unit and complete said repairs and restoration at Unit owner's expense.

5) Replacement of all structures and improvements of each living unit to include but not limited to:

- a) siding
- b) downspouts
- c) roofs
- d) gutters
- e) garage dwelling doors
- f) trim
- g) windows
- h) doors
- i) privacy fences and gates
- j) foundations

- k) fences
- l) sliding glass doors
- m) decks
- n) screening
- o) patios
- p) chimneys
- q) driveways
- r) courtyards

In the event that the Board of Managers of The Meadow Trail Association determines that any living unit owner has failed or refused to discharge properly his/her obligation in regard to such replacement for which he/she is responsible herein, the Association may perform the replacement and shall, except in the event of an emergency situation, give the living unit owner written notice of the Association's intent to provide such necessary replacement at the living unit owner's sole cost and expense. The notice shall set forth with reasonable particularity the replacement deemed necessary. The living unit owner shall have forty-five (45) days within which to complete such replacement. In the event that such replacement is not capable of completion with a forty-five (45) day period, an extension of time may be offered by the Board. If any living unit owner does not comply with the provisions hereof, the Association may provide any such replacement at the living unit owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which living unit owner is subject and shall become a lien against the living unit.

Each such assessment, Annual or Special, shall be as established by the Board of Managers of the Living Unit Owners' Association for each living unit and the Board of Managers may, in the proper exercise of its power and authority, establish a differential code classification in the amount of any assessment, Annual or Special, levied monthly, quarterly or yearly against the living units based on the same square footage of any parcel, the landscaping thereon and/or the type, style or size of a living unit situated on any parcel. All such Annual and Special assessments, together with interest thereon as hereinafter provided, shall be a charge upon any such living unit if not paid within ten (10) days after the same have become due payable, and at such time the living unit owner's Association shall have a lien upon the living unit for which such assessment has not been paid and upon the ownership interest of the living unit owner of such living unit. All such Annual and Special assessments shall be in addition to any Annual or Special assessments payable to The Meadow Trail Association, pursuant to these Covenants and Restrictions. (Any conflict between this provision or other provisions of this declaration of Covenants, Restrictions and Easements and Bylaws shall be interpreted in favor of the foregoing provisions of this Amendment.)

Section 2. Annual Assessments

The annual assessment for each year shall be levied by the Board of Managers of the Living Unit Owners' Association prior to the date of the annual meeting of the Living Unit Members, in such amount as it deems in its discretion to be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating and capital expenditures. At said annual meeting of the Living Unit Members the amount of the annual assessment for the following year as levied by the Board of Managers of the Living Unit Owners' Association may be increased or decreased by the affirmative vote of Living Unit Member entitled to exercise a majority of the voting power of the Living Unit Owners' Association; provided, however, that if said annual assessment has not been increased more than six percent (6%) above the annual assessment for the previous year, it may not be decreased by a vote of the membership of the Living Unit Owners' Association.

Section 3. Special Assessments the Living Unit Owners' Association may levy a special assessment applicable to a specified number of years; provided, however, any such assessment shall be approved by the affirmative vote of Living Unit Members entitled to exercise two thirds (2/3) of the Voting power of the Living Unit Owners' Association. Living Unit Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

Section 4. Due Date of Assessments; Defaults.

Each annual assessment for each year or, if appropriate, the first (1st) installment thereof, shall be due and payable on January 1st of the year for which it is levied. When any of said annual assessments are to be paid in either monthly or quarterly installments, the monthly installments shall be successively due and payable on the first (1st) day of each calendar month following the month in which the first (1st) installment was paid and the quarterly installments after the first (1st) installment shall be successively due and payable on the first (1st) day of each calendar quarter following the quarter in which the first (1st) installment was paid. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Association authorizing such assessment and written notice of such special assessment or installment thereof shall be given to each living unit owner thirty (30) days in advance of such due date.

If such annual or special assessment or installment thereof is not paid within ten (10) days after the due date, it shall be deemed in default and shall bear interest from the due date at the rate of eight percent (8%) per annum or at such other rate as may be set by the

Board of the Association. In the event of any default in the payment of the installment of an annual or special assessment, the Board shall have the right, at its option, to exercise any or all of the following remedies:

To assess such living unit owner a late payment charge not to exceed five percent (5%) of the amount of delinquency or fifty dollars (\$50.00), whichever is greater, which charge shall be in addition to any other charge; to declare the entire balance of such assessment which remains outstanding immediately due and payable and in default, except that in the event that the delinquent living unit owner files any petition for relief under the United States Bankruptcy Code, such filing shall operate as a restoration of the Assessment to the prior status as if it had not been accelerated; assess all costs incurred in the enforcement of any provision of the Declaration against the living unit owner to include but not limited to, attorneys' fees and court costs which shall be due and payable ten (10) days after they are charged; file a notice of lien with respect to any such amounts of costs assessed against any living unit owner as above stated and any such amounts in default, which lien shall be filed the office of the Cuyahoga County Recorder's office, Ohio, stating the amount due signed by the President and Secretary of the Association, and duly acknowledged and witnessed; foreclose the lien filed in the same manner as provided by the laws of the State of Ohio for foreclosure of real estate mortgages, the costs of this remedy to be charged as provided for as in the cost of enforcement as stated aforesaid. Any conflict between these provisions and the other provisions of the Declaration of Covenants, Restrictions and Easements and the Bylaws shall be interpreted in favor of the foregoing provisions of these amendments.

Section 5. Statement of Unpaid Assessments. A statement in respect to existence and amount of unpaid liens and assessments on any Living Unit shall be provided by the Living Unit Owners Association to any prospective purchaser or mortgagee of said Living Unit upon request. If such request is made and the contemplated sale of said Living Unit consummated in reliance on such statement, such purchaser shall not be liable for, and said Living Unit or any interest therein of any such mortgagee shall not be subject to a lien for any unpaid assessments which are past due as of the date of such statement, and are not set forth thereon nor shall the easements of enjoyment appurtenant to said Living Unit as set forth in Article V of this document be suspended by reason of any such assessment

Section 6. Exempt Property. The following property shall be exempted from the assessment and liens created in this Article VI:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Areas, streets, walks in the Cluster Housing Properties;
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

No Living Unit devoted to dwelling use shall be exempt from said assessments or liens except as above stated.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. Land Use. Each Parcel of land shall be used only for private, single-family residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Parcel. No "out building" or other structure shall be permitted or allowed on the Parcel

Section 2. Architectural Control. No building, fence, domestic animal enclosure, or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Parcel in Meadow Trail unless and until the plans and specifications showing the size, height, type, and materials of construction thereof, and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relationship to surrounding structures and topography by the consent of the Living Unit Owners' Association and the Meadowood Association.

Section 3. Easements. The Developer has created and granted easements for installation and maintenance of electrical and communication facilities to the utility companies, and easements for sewer, drainage and swales to the City of Strongsville.

No structures, planting, or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. The easement area of each Parcel and all improvements in it shall be maintained continuously by the Meadow Trail Owners' Association except for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Parcel at any place that is required in order to make an installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.

Section 4. Nuisance, Signs, Trade or Business, Liquor, Pets. No nuisance, advertising sign, except one (1) sign if not more than five (5) square feet advertising the property for sale, billboard, or other advertising device shall be built, placed, permitted, or suffered to remain upon and Living Unit or Parcel, nor shall any such Living Unit be used in whole or part for any trade or business or in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold either at wholesale or retail upon any Living

Unit. Domestic pets may be kept in any of the Living Units in such type as an ordinary family usually keeps for its private enjoyment in a residential community, but such pets shall not be permitted to become a nuisance.

Section 5. Exterior Maintenance. The Meadow Trail Owners Association shall provide reasonable exterior maintenance and repair as provided in Article VI, Section 1 hereinbefore.

Section 6. Storage and Parking of Vehicles. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle, camper, slide-in camper, pick-up bed cover or trailer, except a boat trailer (either with or without wheels) shall be stored or kept within Meadow Trail. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveways. A boat on a trailer may be stored on any Living Unit in an attached garage only.

Visitors parking areas as provided on the Cluster Housing Properties shall be used exclusively for guests and invitees of the Living Unit Owners.

Section 7. Garbage and Refuse Disposal. No Living Unit or Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure on any Living Unit except in a sanitary, clean and covered container.

Section 8. Laundry. No clothesline or clothes-pole or other device or mechanism for the hanging of clothes shall be maintained on any Living Unit unless the same is screened from street view and from the view of persons of neighboring Living Units.

Section 9. Mowing. The Meadow Trail Association shall mow or cause to be mowed all grass and maintain all other vegetation, all decorative landscaping, ground cover and garden plants around the Living Units outside of courtyard, and on Common Areas, except as hereinbefore limited. Replacement or additional landscaping shall be done as covered in Article VI hereinbefore.

Section 10. Signs, Antennas, Etc. No Living Unit Owner shall cause or permit anything to be hung or displayed on the outside of the windows or on balconies or placed on the outside walls of any building structure or other improvement on the Living Unit, except the flag of the United States, and no sign, awning, canopy, shutter, radio, television or C.B. antenna shall be affixed to or placed upon the exterior walls, roof of any Living Unit or on the Parcel of land without the prior written consent of the Living Unit Owners' Association and the Meadowood Association.

Section 11. Variances. The Meadow Trail Association and the Meadowood Association in accordance with the Covenants and Restrictions applicable to the Meadowood

Subdivision, their Articles of Incorporation and/or Codes of Regulations may allow reasonable variances and adjustment of the Covenants and Restrictions set forth in this document in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other Living Units in the Properties.

Section 12. Unit Rentals. No living unit owner or other person shall purchase one or more units for the primary purpose of using the unit(s) as rented property for income purposes. However, a living unit owner who is transferred or caused to sell under any usual property transaction, should have an allowable six months of rented activity for the unit after the vacating date. A request for an extension can be made in writing with stated reasons to the trustees who shall have authority to approve or disapprove.

ARTICLE VIII

ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. Each provision of the Covenants, Restrictions, and Easements set forth in this document shall be a separate covenant and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be enforceable at the suit of the Living Unit Owners' Association or upon the failure of the Living Unit Owners' Association to take such action within a reasonable time, the Meadowood Association or their respective successors and assigns or any other Owner or lawful occupant of any Living Unit subject to this document or of any other person holding a property interest in the Cluster Housing Properties, or any part thereof, who is damaged or prejudiced by breach of such provision including, without limitation, the City of Strongsville with respect to the obligation of the Living Unit Owners' Association to administer and maintain the Cluster Housing Properties. 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 provisions.

Section 2. Duration. Said provisions shall remain in force until January 1, 2025, unless within the year immediately preceding such date they are extended as written or changed by consent thereto in writing, signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate by the owners of sixty-five percent (65%) of all the Living Units subject to such provisions, excluding all mortgagees and lien-holders and purchasers under executor contracts.

Section 3. Living Unit Owners' Association Right to Amend. The Living Unit Owners' Association shall have the right to modify, change, alter, add to or rescind any provision of the Covenants and Restrictions, but not the Easements, as set forth in this Declaration by the affirmative vote of no less than sixty-five percent (65%) of the Living Unit Members in good standing either by proxy or by so casting a vote at a special meeting of the Living Unit Members held for such purpose.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed post paid by regular mail to the last known address of said Living Unit Owner as such appears on the records of the Living Unit Owners' Association.

Section 2. Conflicts. In the event any provision, term, condition or language contained in this Declaration of Covenants, Restrictions and Easements or as amended by the Developer or Living Unit Owners' Association should be in conflict with the Covenants and Restrictions imposed on the Meadowood Subdivisions that, which is more restrictive shall prevail and govern.

ARTICLE X

COMMON PROPERTIES AND FACILITIES MAINTENANCE

Section 1. Association's Duty to Maintain. The Association shall have the duty duties and obligations to maintain all Common Properties. Maintenance shall include but not be limited to trees, shrubs, grass, driveways, walls, walks and all other improvements in and/or on the Common Properties.

Section 2. City's Right and Authority to Compel Maintenance. The City as a third party beneficiary may, although it is under no obligation or duty to do so, compel compliance with Section 1 of this Article X as the City deems necessary by court action or any other appropriate means.

Section 3. Enforcement. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of the Association as they relate to the Common Property and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

Section 4. The City. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Subdivision if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 5. Association. After the transfer of title of the Common Property to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the recreation and open area, on the Lots or parcels within the Meadowood Subdivisions development area or the real property on which said Parcels and Sub lots are located, on an equitable basis to be determined by the City.

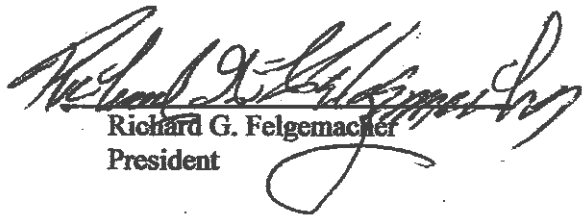
ARTICLE XI

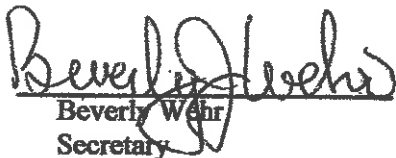
LIVING UNIT OWNERS' ASSOCIATION

Section 1. Association. The Living Unit Owner's Association for the administration and maintenance of the Cluster Housing Properties and Living Units shall be deemed to exist immediately upon the filing of these Covenants, Restrictions and Easements of record. This Association shall be called "The Meadow Trail Living Unit Owner's Association" or a name similar thereto, and may be an unincorporated association or may be or become an Ohio corporation, not for profit. Each Living Unit Owner shall be a member of this Living Unit Owner's Association, which membership shall terminate on the sale or other disposition by such member of his Living Unit, at which time the successor Living Unit Owner shall become a member of the Living Unit Owner's Association. The Living Unit Owner's Association shall be governed by the By-laws, which By-laws may contain any further provisions deemed by the Living Unit Owner's Association to be desirable and not inconsistent with this Document, The Covenants and Restrictions of Meadowood Subdivisions or the laws of the State of Ohio.

ANY CONFLICT BETWEEN THESE AMENDED PROVISIONS OF THIS DOCUMENT AND OTHER PROVISIONS OF THE ORIGINAL DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS SHALL BE INTERPRETED IN FAVOR OF THE AMENDED PROVISIONS OF THIS AMENDED DOCUMENT.

IN WITNESS WHEREOF, The Meadow Trail Living Unit Owners Association, has executed this instrument (being the Amended Declaration Of Covenants , Restrictions And Easements of the Meadow Trail Living Unit Owners' Association) by its President and Secretary, pursuant to authorization of its Board of Managers on the 5 day of DECEMBER, 2008


Richard G. Felgemacher
President


Beverly Wehr
Secretary

State of Ohio }
County of Cuyahoga }

Sworn to and Subscribed before me, at Cleveland

this 5 day of DECEMBER A.D. 20 08


Notary Public

Comm. Exp. SEPTEMBER 16 2012