

(2)

MICROFILMED 189922
RECEIVED AND RECORDED
AT 12:52 P.M.
OCT 29 1974
VOL. 461 PG. 489-524
ELSIE L. FETZER
Medina County Recorder

(3)

37.50

WARRANTY DEED CONTAINING RESTRICTIVE COVENANTS

PLAT Volume 17 Pg 204

KNOW ALL MEN BY THESE PRESENTS that JOHN A. ELDEN, JR., TRUSTEE, the Grantor, who claims title by or through instrument recorded in Volume 461, Page 486, Medina County Recorder's Office, for the consideration of Ten Dollars (\$10) and other valuable consideration received to its full satisfaction of CLEVELAND-LEAHEY CORPORATION, the Grantee, whose tax mailing address will be 4606 Persimmon Lane, Brunswick, Ohio 44212, does give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises situated in the City of Brunswick, County of Medina and State of Ohio:

PARCEL I

Situated in the City of Brunswick, County of Medina and State of Ohio, and known as being all of Sublots 1 through 68, both inclusive, Block A and Block B of Mesa Grande Subdivision Phase I, which subdivision is a part of original Brunswick Township Lots 13 and 14 of Tract 3, as recorded in Volume 17, Page 204 of the Medina County Plat Records, be the same more or less, but subject to all legal highways.

PARCEL II

Situated in the City of Brunswick, County of Medina, State of Ohio and known as being the whole of Block "E" of Mesa Grande Phase I as recorded in Volume 17, Page 204 of Medina County Plat Records further bounded and described as follows:

Beginning at the Southwest corner of Sublot 41, said corner being in the East Right-of-Way line of El Camino Trail;

Thence S-88° 17' 18"-E 332.15 feet to a point in the West Right-of-Way line of El Dorado Boulevard, said corner also known as the Southeast corner of Sublot 50;

Thence S-1° 42' 42"-W 10.00 feet to the Northeast corner of Sublot 49;

This Conveyance has been examined and the Grantor has complied with Section 310.02 of the Revised Code. 10-29-74
\$350.00 Tax Fee
CORCORAN H. FOSTER, County Auditor

Thence N-88° 17' 18"-W 329.04 feet to a point in the East line of El Camino Trail, said point being the Northwest corner of Sublot 42;

Thence N-15° 33' 01"-W 10.47 feet to the place of beginning and containing therein 0.008 acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel II is also known as "10' public walkway" as shown in the plat for said Mesa Grande Phase I Subdivision.

PARCEL III

Situated in the City of Brunswick, County of Medina, State of Ohio and known as being a part of Original Brunswick Township Lot 13 Tract 3 further bounded and described as follows:

Beginning at Northeast corner of said lot 13 tract 3;
Thence N-88° 17' 18"-W along the North line of Lot 13 336.59 feet to the principal place of beginning of the parcel described herein;
Thence S-1° 42' 42"-W 360.00 feet to a point;
Thence N-88° 17' 18"-W 414.92 feet to a point;
Thence S-1° 42' 42"-W 229.14 feet to a point;
Thence S-14° 11' 24"-E 161.17 feet to a point;
Thence N-88° 17' 18"-W 181.67 feet to a point;
Thence N-87° 52' 07"-W 69.22 feet to a point;
Thence N-88° 17' 18"-W 182.62 feet to a point;
Thence S-81° 17' 44"-W 262.77 feet to a point;
Thence N-88° 26' 22"-W 185.00 feet to a point;
Thence N-1° 33' 38"-E 768.00 feet to a point in the North line of Lot 13 Tract 3;
Thence S-88° 17' 18"-E, along the North line of Lot 13, 1245.39 feet to the principal place of beginning and containing therein 17.657 acres of land. AS SURVEYED BY CUNNINGHAM

T. A. S. S. O. C.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantor does for himself and his successors and assigns covenant with said Grantee, its successors and assigns, that at and until the ensealing of these presents he is well seized of the above-described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all liens and encumbrances whatsoever, except for easements, restrictions and conditions of record, zoning ordinances, the restrictive covenants hereinafter set forth, the existing mortgage lien to West Side Federal Savings & Loan Association, the existing mortgage lien to Kenneth I. Cleveland and current taxes and assessments not yet due and payable, and that he will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his successors and assigns, forever against all lawful claims and demands except as aforesaid.

It is the intention of the Grantor and the Grantee to burden the premises hereinabove described and other premises and create covenants running with the land, restrictions and obligations thereon, all as hereinafter set forth. Said covenants, restrictions and obligations shall be for the benefit of the Grantor, Grantee and all subsequent owners of the property hereinabove described, as well as the owners of all other property which shall join in the following covenants, restrictions and obligations.

RESTRICTIVE COVENANTS

NOW, THEREFORE, said Grantor and Grantee, in consideration of the enhancement of said property, hereby make and declare that the premises conveyed hereunder will be held by Grantee and, when hereafter sold, transferred and/or conveyed, shall be subject to the conditions, restrictions, covenants and obligations hereinafter set forth.

A. Duration of Restrictions. The conditions, restrictions, covenants and obligations herein set forth (except as the same shall be modified in accordance with the provisions hereof) shall run with the land and shall remain in full force and effect until the Mesa Grande Property Owners Association, an Ohio corporation not for profit to be formed, shall cease to be the owner of any Common Areas for the benefit of its members.

B. Establishment of Mesa Grande Property Owners Association.

1. The Grantee shall cause said corporation not for profit to be organized under the laws of the State of Ohio, which corporation is hereinafter referred to as "Association." Within three (3) years after the recording of these restrictive covenants, the Grantee shall cause to be conveyed to said Association approximately 11.1 acres of land, as described in Exhibit "A," attached hereto and made a part hereof. The Grantor or Grantee shall, at their expense, construct thereon certain recreational facilities, including but not limited to, one (1)

swimming pool and one (1) tennis court. The installation of said improvements shall be completed on or before September 30, 1975. The Association may, at its expense, from its own funds, construct additional recreational facilities. Said land described in Exhibit "A" and all said improvements thereon, together with all other land similarly acquired and/or improved, are hereinafter referred to as "Common Area."

2. The Articles of Incorporation of the Association, as well as the Bylaws of the Association, are available for inspection at the office of the Grantee, which is presently situated at 4606 Persimmon Lane, Brunswick, Ohio 44212, and at such time as the Grantor shall cease to be a member of the Association, the foregoing shall be available for inspection at the principal office of the Association.

C. Membership in Mesa Grande Property Owners Association.

1. Every person or entity who is the record owner of a fee or undivided fee interest in any sublot or other portion of the premises conveyed hereunder (including a Family Unit in a Condominium Development, as defined in Section 5311 of the Ohio Revised Code as now in effect or as hereafter amended) shall be a member of the Association. The foregoing is not intended to include persons or entities who hold a fee interest merely as security for the performance of an obligation.

No owner shall have more than one membership. Membership shall be appurtenant to and shall not be separated from ownership of that portion of the premises which is subject to assessment by the Association and qualifies the owner thereof for membership in the Association. Membership shall terminate upon transfer, and the transferee shall succeed to membership subject to the payment of any due and unpaid assessments.

Membership in the Mesa Grande Property Owners Association shall be limited to the owners of property described in this deed of conveyance and the owners of land similarly subjected to the assessment for the benefit of the Common Area.

The Premises subjected and to be subjected to these covenants are to be utilized for residential purposes, as sublots in subdivisions designed as sites for single-family residences, as family units in condominium structures and possibly as rental units in multi-family structures. It is anticipated that the density upon completion of development of all land subject to and to be subjected to these Restrictive Covenants will approximate 3.0 Dwelling Units (as hereinafter defined) per acre.

Each family unit (as defined in Section 5311 of the Ohio Revised Code as now in effect or as hereafter amended) in a condominium structure shall be deemed one (1) Dwelling Unit. Each subplot in a recorded

subdivision, which subplot shall be intended for use as or used as the site for a single-family residence, shall be deemed to be one (1) Dwelling Unit. Each rental unit in multi-family structures shall also be deemed one (1) Dwelling Unit. All other sublots in recorded subdivision and all other portions of the premises subjected to these Restrictive Covenants (except portions subjected to Condominium Declaration or dedicated for public roadway purposes) shall be deemed to be Dwelling Units in number equal of the amount of acreage contained therein, including any fractional portion of an acre multiplied by 3.0. Provided that upon the actual usage of such "other subplot" or "other portion" for residential use, that area shall be deemed to be Dwelling Units in number equal to the actual number of dwelling units located thereon.

By way of example, if a member shall own four (4) acres, he shall be deemed to be the owner of twelve (12) Dwelling Units. If he shall utilize two (2) acres thereof for the site of an eighteen (18) unit multi-family rental building, he shall thereafter be deemed to be the owner of eighteen (18) Dwelling Units, as to those two (2) acres used for said multifamily building and the owner of six (6) Dwelling Units with respect to the remaining two (2) units not so utilized.

D. Voting Rights. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be those owners, as defined in Section C. with the exception of the Grantor, the Grantee and other persons engaged in the business of constructing residential housing for sale or use by others. Provided that upon the termination of Class B memberships, as hereinafter provided, the Grantor, the Grantee and said builders will become Class A members to the extent that they shall own property required for membership pursuant to Section C.

Class A members shall be entitled to one (1) vote for each dwelling unit with respect to real property in which they hold the interest required for membership by Section C. hereof. When more than one person holds such interest in any real property subject to assessment for the Common Area, all such persons shall be members. The Dwelling Unit votes with respect to said real property shall be exercised as they amongst themselves shall determine, but in no event shall more than one vote be cast with respect to each Dwelling Unit as defined above.

CLASS B. Class B members shall be the Grantor, the Grantee and other persons engaged in the business of constructing residential housing for sale or use by others. Class B members shall be entitled to three (3) votes for each dwelling unit with respect to real property in which they hold the interest required for membership by Section C. hereof. Provided, however, that Class B membership shall cease and be converted

to Class A membership on the same basis as Class A membership by written declaration signed and recorded by the Grantee and Grantor, which shall be no later than the time when one hundred fifty-one (151) dwelling units shall be owned and occupied by persons other than the Grantee, the Grantor or other persons engaged in the business of constructing residential housing for sale or use by others.

E. Acquisition of Additional Common Area. The acquisition of additional property by the Association shall require the assent of persons holding not less than 66-2/3% of the votes of each class of the members of the Association present in person or by proxy at a meeting called for this purpose. Such a meeting shall be called on not less than ten (10) days' written notice setting forth the purpose of the meeting. The presence of members or proxies entitled to fifty per cent (50%) of the voting rights of each class of the members of the Association shall constitute a quorum. If there shall be only one class of membership, the above percentages shall refer to the entire number of votes of the one class. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be sixty-six and two-thirds per cent (66-2/3%) of the required quorum at the previous meeting. Said additional Common Area can be acquired by gift or by use of the funds paid by members pursuant to Section G. 4. herein. Provided, however, no consent from

the membership of the Association shall be required for the acquisition of additional Common Area from the Grantor or Grantee if the Grantor or Grantee shall not receive any consideration therefor. The assumption by the Association of real estate taxes and assessments, whether delinquent or not, shall not constitute payment of any consideration to the Grantor or Grantee.

F. Property Rights of the Members of Mesa Grande Property Owners Association in the Common Area.

1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and its improvements, and such easement shall be appurtenant to and pass with the title of the real property assessed hereunder, subject to the following limitations:

(a) The right of the Association to limit the number of guests of members. The rights of occupants of rental units with respect to guests, fees and use of the Common Area shall be the same as owners of real property subject to these Restrictive Covenants. The preceding sentence shall not be construed to make said occupants members of the Association.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

(c) The right of the Association to enact reasonable rules and regulations for the use thereof.

(d) The right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the lien of such mortgagees in said properties shall be prior to easement rights of the members hereunder.

(e) The right of the Association pursuant to its Bylaws to suspend the voting rights and the right to the use of the recreational facilities by a member or by an occupant of a member's property for any period during which an assessment against the member's property shall remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

2. Delegation of Use. Any member may delegate, in accordance with the Bylaws and rules and regulations of the Association, his right of enjoyment in the Common Area and facilities to the members of his family and to others (expressly including occupants and tenants of rental property) who shall reside in a dwelling unit constructed upon property which is the subject of assessment pursuant hereto. Such delegation shall automatically terminate when such person shall cease to be a bona fide

resident in a dwelling unit subject to assessment pursuant hereto.

3. Title to the Common Area. The Grantor hereby covenants, for himself, his successors and assigns, that he will convey fee simple title on or before January 1, 1977 to the Common Area to the Association, free and clear of all liens and encumbrances, except for easements, restrictions and conditions of record, zoning ordinances, real estate taxes and assessments not then due and payable as of the record date of transfer and any mortgage liens created in accordance with the provisions hereof. The Association shall reimburse the Grantor and Grantee for all expenses incurred by Grantor or Grantee in connection with ownership, maintenance and operation of the Common Area prior to the date of transfer of title. The Association shall not reimburse Grantor or Grantee for the installation of improvements specifically mentioned in Section B. hereof which shall be the sole responsibility of the Grantee.

G. Covenant for Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Grantor and Grantee for every portion of the real property within the premises described and conveyed in this deed of conveyance, and each subsequent owner of any portion of the aforesaid premises by acceptance of a deed of conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements,

all of which assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each assessment, together with interest and costs of collection, shall also be the personal obligation of the person who was the owner of such property at the time the assessment became due. The personal obligation as to past due assessments shall not pass to a successor in title unless expressly set forth in the deed of conveyance or otherwise assumed by the successor. Provided, however, such assessment, interest and costs of collection shall continue to be a lien upon such property acquired by a successor, and the successor shall not be entitled to membership in the Association and the use of the Common Area until payment of said assessment, interest and costs of collection.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the promotion of the recreation, health, safety and welfare of the residents of the properties which shall be subject to assessment, and to promote the

welfare, integrity and aesthetic value of the aforesaid properties. In particular, the assessments shall be used for the improvements and maintenance of the Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and the operating costs of the Association.

3. Amount and Method of Establishing Annual Assessment. Until January 1, 1976, the maximum annual assessment shall be Fifty Dollars (\$50) per dwelling unit. Provided, however, that the Grantee, the Grantor and any person owning property for use in that person's business of building residential housing for others, shall not be required to pay any assessment with respect to property which is not occupied as a residence. The voluntary contribution by those persons of funds to the Association shall not be deemed a waiver of the foregoing condition.

Prior to January 1, 1976, and prior to January 1st of each succeeding calendar year, the Board of Trustees of the Association shall meet and establish an estimate of the total amount necessary for the cost, maintenance, enjoyment and use of the Common Area, together with a reasonable amount considered by the Board of Trustees to be necessary as a reserve for contingencies and replacements plus any amount necessary to pay the reasonable operating expenses of the Association. Said estimate shall take into account any surplus on hand or deficit existing as of the close of the calendar year.

If no notice shall be sent out prior to January 1, 1976 with respect to the year 1976, the same assessment shall continue in full force and effect for the year 1976 without prejudice to the right to increase the assessment during the year by reason of additional costs.

Each dwelling unit shall bear a share of said costs computed on the basis of the proportion that each dwelling unit shall bear to the total number of dwelling units subject to assessment as of January 1st of each calendar year and for which an assessment shall be payable. Each dwelling unit shall be treated alike and shall pay the same assessment, irrespective of whether the same shall be a subplot designed for a single family residence, or a family unit in a condominium structure, or a rental unit in a multi-family rental building. If a dwelling unit shall be owned by more than one person, each owner of that dwelling unit shall be jointly and severally liable for the portion of the operating costs with respect to that dwelling unit. If a person by reason of the computations and definitions set forth in Section C. shall own more than one dwelling unit, that person shall be liable for the assessment with respect to each of those dwelling units. Provided, however, nothing in this Section G. 3. shall be deemed to require the Grantor, Grantee, or other person owning real property in the course of that person's business of constructing residential housing to pay an assessment with respect to a dwelling unit until the same shall be first occupied as a residence.

Written notice of the assessment for each dwelling unit shall be mailed to the owner or owners thereof on or before January 31st of each calendar year, commencing with January 31, 1975. All assessments shall be due and payable on or before March 15th of each calendar year. Any assessment not paid as aforesaid shall be subject to interest computed at the rate of eight per cent (8%)

per annum on the unpaid balance from the aforesaid due date thereof.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section G. 3., the Association may levy in any calendar year a special assessment applicable for up to two years, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unanticipated repair or replacement of a capital improvement upon the Common Area, provided that such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the annual meeting of the membership of the Association or at a special meeting duly called for that purpose. If there shall only be one class of membership at the time of said assessment, approval of two-thirds (2/3) of the voting power of the Association shall be required. Written notice of such special assessment and/or special meeting shall be given to all members not less than ten (10) days in advance of the meeting.

The presence at a meeting of members or proxies entitled to cast fifty per cent (50%) of all votes of each class of membership (or 50% of the entire voting power of the Association, if there shall be only one class of membership) shall constitute a quorum. If the required quorum is not present at any meeting, a subsequent meeting may be called subject to the notice requirement set forth herein and the

required quorum of subject meeting shall be sixty-six and two-thirds per cent (66 2/3%) of the required quorum at the preceding meeting.

Notwithstanding the provisions of this Section G. 4., no special assessment shall be applicable and enforceable against any dwelling unit or other property owned by the Grantee or Grantor or by a person owning the property in the course of conducting a business of constructing residences for third parties, unless those persons shall expressly waive in writing the provisions of this sentence.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each dwelling unit as defined in Section C. and may be the decision of the Board of Trustees, be collected on a monthly basis.

6. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Said remedies shall be cumulative and not alternative. Interest computed at eight per cent (8%) per annum on the unpaid balance from the due date of said assessment, together with costs of collection, including reasonable attorneys' fees, shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the property which is the subject of the assessment.

The Association may file with the Recorder of Medina County a Notice of Lien to evidence any delinquent assessment, but the Association shall not be under any duty to file said Notice of Lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and rights against an owner or his property.

7. Subordination to First Mortgage Lien and Effect of Transfer. The lien of assessments provided herein shall be subordinate to the lien of any first mortgage to a lending institution. Sale or transfer of any property subject to assessment shall not affect the assessment lien. However, the sale or transfer of any property which is the subject of any mortgage pursuant to a decree of foreclosure under such mortgage shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer to the extent the same are not paid from the proceeds of such foreclosure sale distributed in accordance with the priorities established by law. No sale or transfer of property subject to assessment shall relieve any owner thereof from personal liability for any assessments due as of the date of the said sale or transfer.

H. Assignment of Rights by Grantor and/or Grantee. Grantor and/or Grantee, in their discretion, at any time may assign to the Association or to third persons engaged in the business of constructing residential housing for others, any or all of the rights, privileges and powers hereinbefore reserved or retained by Grantee and Grantor. Any such

assignment of rights shall be made by written instrument filed for record with the Recorder of Medina County, Ohio. In case of the voluntary or involuntary dissolution of Grantor or Grantee, said Association thereby shall succeed to all such rights, privileges and powers hereinbefore reserved or retained by Grantor or Grantee.

I. Applicability. Each person to whom Grantor or Grantee shall subsequently convey a subplot, family unit or any other portion of the premises described in this deed, and each person who shall subsequently acquire title of property subject to these covenants, by the acceptance of a deed of conveyance, for himself and for his executors, administrators, devisees, heirs and assigns, accepts such conveyance and title to such lot subject to all of the easements, reservations, conditions, restrictions, covenants and agreement hereinbefore set forth, and consents and agrees that such easements, reservations, conditions, restrictions, covenants and agreements shall be construed to run with the land and that they shall be kept, observed and performed by, shall be binding upon, and shall inure to the benefit of, every owner of an interest in the property subject to these covenants, all in like manner as though the provisions of this Declaration were stipulated in full in each and every deed of conveyance.

It is the intention of Grantor and Grantee to create a general plan for the establishment, maintenance, repair and operation of the Common Area, and for the general benefit and welfare of the property conveyed hereunder and its owners and inhabitants and that all rights and obligations established

hereby shall be enforceable by the Grantor, the Grantee, the Association, and all owners of any portion of property described in this deed of conveyance or otherwise subjected to these restrictive covenants.

J. Separability. The invalidation of any provision hereof by court judgment or decree shall not impair or affect the validity, enforceability or effect of any other provision hereof.

K. Modification. These covenants and restrictions may be modified or cancelled, effective on the 30th day following a meeting of the members of the Association held for such purpose by the affirmative vote of members entitled to exercise seventy-five per cent (75%) of the voting power of each class of the membership of the Association or 75% of the voting power of the Association, if there shall be only one class of membership at the time of the proposed modification. Not less than thirty (30) days' written notice shall be given to each member, and such notice shall contain the modifications to be considered at such meeting. If such modification or cancellation shall be enacted, the President and Secretary of the Association shall execute and file for record with the Recorder of Medina County, Ohio an instrument reciting such modification or cancellation.

Provided, however, no modification can serve to create additional costs or burdens upon the Grantor or Grantee without their written consent.

L. Additional Services. The Association, in addition to its performance of the functions and responsibilities

hereinabove set forth, may provide other services determined by the Trustees of the Association to be of general benefit or utility to the owners of any property subject to these restrictions, and the expense of any such service shall be paid by the levy of assessments pursuant hereto.

M. Upon the dissolution of the Association, title to the Common Area shall pass to any successor Association formed for the benefit of the owners of the premises then subject to these restrictions. If said successor association shall not be formed and if no other provisions be made by the owners of the premises subject to these restrictions to maintain and operate the Common Area, the title to the Common Area shall be transferred to the City of Brunswick upon the condition that the City of Brunswick shall thereafter own and operate the Common Area for the benefit of the owners of the premises subject to these restrictions and for the benefit of the residents of the City of Brunswick.

It is the intention of the Grantor and Grantee, that unless the City of Brunswick and holders of 75% of the voting power of the Association or their successors and assigns shall otherwise agree in writing, the Common Area shall be permanently utilized for recreational purposes either for the benefit of the owners of the premises subject to these restrictions, or for the benefit of those owners in common with the residents of the City of Brunswick.

N. The Grantor and Grantee hereby reserves the right to create additional easements of enjoyment with respect to the Common Area for the benefit of land adjoining or in the immediate vicinity of the premises conveyed hereunder.

ADDITIONAL PROTECTIVE RESTRICTIVE COVENANTS FOR
MESA GRANDE SUBDIVISION
CONTAINING BUILDING AND USE RESTRICTIONS AND EASEMENTS

NOW, THEREFORE, said Grantor and Grantee, in consideration of the enhancement of said property and pursuant to a general plan for residential development of premises conveyed hereunder and other real property, hereby make and declare that all of the foregoing real property conveyed hereunder will be held by Grantee, and when hereafter sold, transferred and/or conveyed, shall be subject to the conditions, restrictions, covenants and obligations hereinafter set forth.

ARTICLE I

PROTECTIVE COVENANTS

1. Land Use. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained or permitted on any property or in any dwelling unit except such as may be permitted by these and other applicable covenants, except that:

(a) The Grantee or Grantor, or a builder of residential housing, may perform or cause to be performed such work as is incident to the completion of the development and improvement of premises subject hereto or to the sale or lease of Dwelling Units owned by a builder of residential housing.

(b) An owner or agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any property or Dwelling Unit.

2. Size of Buildings. In no event shall the owner of any lot used for single-family residential purposes (as opposed to areas used for multifamily rental and condominium buildings and recreational purposes) erect a single-family home thereon containing less than 1200 square feet finished and usable area.

3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Grantee and Grantor jointly until January 1, 1980, and thereafter, in favor of the owners of all properties subject hereto, over the rear ten (10) feet of each lot and side five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of 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 lot and all improvements in it shall be maintained continuously by the owner of the property, except for those improvements therein for which a public authority or public utility is responsible.

The Grantee and Grantor jointly until January 1, 1980, and thereafter, the Association, shall be empowered to assign such easements to the municipality or to appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each lot at any place as required in order to make any such installation or maintenance within the easements.

4. Nuisances. No noxious or offensive activity shall be carried on upon any property nor within any Dwelling Unit, nor upon the common properties, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.

5. Temporary Structures. No temporary building or structure (including without limitation, tents, shacks, trailers, boats and storage sheds) shall be erected or placed upon any property without the prior approval of the Board of Trustees of the Association, or if there be none, by all the adjoining property owners and the owners of 66 2/3% of the twenty (20) lots nearest in distance to the lot upon which the temporary structure is to be erected. No such temporary building or structure, nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently. Any structure or building not attached to a dwelling shall be deemed to be temporary building or structure for the purposes of this Section 5.

6. Garage and Parking Facilities. Every single-family residence (as opposed to condominium family unit or a rental unit) shall include a garage sufficient to store at least one full-sized automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose, unless in conjunction with such conversion a garage with equivalent space is provided and constructed.

7. Storage and Parking of Vehicles. No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter provided, shall be stored or kept within the premises subject hereto. Private automobiles may be stored in a garage, or parked in a paved driveway or in a parking space, provided such garage, driveway or parking space conforms to the requirements of Section 6., and only when incident to the residential use of the property upon which such garage or driveway or parking space is situated or to the Dwelling Unit for which such parking space is provided. Boats and travel trailers, when incident to the residential use of an owner or tenant of a Dwelling Unit, may be stored in a garage upon the lot provided such garage conforms to the requirements of Section 6.

8. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or rent, and except for larger and more numerous signs used by the Grantee or Grantor or builders of residential housing to advertise the property during the construction and sales period.

9. Livestock and Poultry. No animals or birds of any kind shall be raised, bred or kept on any property or in any Dwelling Unit, except that dogs, cats and other household pets may be kept in Dwelling Units provided that they are not kept, bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

10. Garbage and Refuse Disposal. No owner, occupant or tenant of any property or Dwelling Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on such property or on any other part of the premises subject hereto or on any public street or other public property or in any lake, pond or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such owner. An owner, occupant or tenant of any property or Dwelling Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such property or Dwelling Unit, provided any such garbage is kept in sanitary containers, which containers and refuse except on the day scheduled for garbage and rubbish collection for such property or Dwelling Unit shall be kept from public view.

As used in this Section 10., "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products, and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof, no longer in use, or if unused, those discarded or abandoned; and accumulations of grass cuttings, leaves and fertilizers, not intended for prompt disposal or prompt use.

As used in this Section 10., "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind, the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be conclusively deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

11. Mowing. The owner of property subject to these restrictions shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the

triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

14. Exterior Maintenance. The owner of any property and each Dwelling Unit shall provide good, neat and orderly exterior maintenance repair upon each such lot and living unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

15. Correction by Association of Breach of Covenant. If the Association, after giving reasonable notice to the owner of property or Dwelling Unit involved and reasonable opportunity for such owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized numbers of the Board of Trustees that a breach of any

Protective Restrictive Covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the property involved (but not inside any Dwelling Unit) and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the property or Dwelling Unit upon which such corrective work is done, and shall become a lien upon such property and Dwelling Unit and the obligation of the owner, and shall become immediately due and payable.

Any owner affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 15. may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the owner of the property or Dwelling Unit involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten-day period, then the Association may take or authorize the taking

of action pursuant to such determination; provided, however, if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten-day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the total voting power of the Association; provided, that written notice shall be given to all Members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting. Voting may be by person or proxy. In the event that an association of property owners shall not be formed for the premises which are subject to these restrictions, as now in effect or as hereafter amended, these restrictions may be enforceable by any one or more persons holding a fee interest in any portion of the premises subject to these restrictions.

ARTICLE II

DURATION, WAIVER AND MODIFICATION

1. Duration and Provision for Periodic Modifications.

These Protective Restrictive Covenants Containing Building and Use Restrictions and Easements (hereinafter referred to as "Protective Restrictive Covenants") shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Grantee and Grantor and any other owner of land within the premises subject hereto, their respective legal representatives, heirs, devisees, successors and assigns, until the Association shall cease to be the owner of any common area for the benefit of its Members or until January 1, 1995, whichever date shall last occur.

2. Modifications by Grantee and Grantor. Until January 1, 1980, the Grantee and Grantor jointly or severally shall be entitled to modify any of the provisions of these Protective Restrictive Covenants or to waive any of such provisions, either generally or with respect to particular property, if in their judgment the development or lack of development of the premises subject hereto requires such modification or waiver, or if in their judgment, the purposes of the general plan of development will be better served by such modification or waiver, provided that the Grantee and Grantor may not, pursuant to this Article, increase or change the manner of the annual assessment or any other provisions of the preceding covenants with respect to the recreation area. Any action with respect to annual or special assessments or the preceding covenants shall be taken only in accordance with the provisions governing the same. Promptly following any modification of these Protective Restrictive Covenants adopted pursuant to this Article II, Section 2., the Grantee and/or Grantor shall execute and record an instrument reciting such modification.

3. Other Modifications. Other than as specifically set forth herein, these Protective Restrictive Covenants, specifically Articles I, II and III, may be modified or cancelled on the thirtieth day following the meeting of the members held for such purpose, or at a general meeting of the membership, on the affirmative vote of 75% of the members entitled to exercise the entire voting power of the Association, upon the written consent of persons owning 75% of the Dwelling Units situated upon the property subject to these Protective

Restrictive Covenants. Provided, however, in the event that the Association shall exist, written notice shall be given to each member at least thirty (30) days in advance of such meeting stating that such modification or cancellation shall be considered at the meeting and setting forth the text of the proposed modification or cancellation. Any written consent to the modification or cancellation by the owners of the premises subject to these Protective Restrictive Covenants shall set forth in full the text of the modification or cancellation. In the event of modification or cancellation by the membership of the Association, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation. In the event of modification or cancellation by the owners, all of said owners consenting to the modification or cancellation shall sign an instrument in recordable form setting forth the terms of said modification or cancellation.

ARTICLE III

GENERAL PROVISIONS

1. Notices. Any notice required to be sent to any member or owner under the provisions of these Protective Restrictive Covenants shall be deemed to have been properly sent when mailed, postpaid, by regular mail to the last known address of the person who appears as member or owner on the records of the Association, if there be one at the time of such mailing. Otherwise, if no address is known, notice posted upon the owner's property shall be sufficient.

2. Enforcement. Enforcement of these Protective Restrictive Covenants in addition to the provisions of Article I,

Section 15., may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation or to recover damages, or against the land to enforce any lien created by these Protective Restrictive Covenants. Failure by the Association, if there be one, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Severability. Invalidation of any one of the provisions of this deed by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, JOHN A. ELDEN, JR., TRUSTEE, has executed this deed of conveyance this 25th day of October, 1974, as hereinafter set forth.

Signed and acknowledged in the presence of:

Edward Kimbrell
Glenn H. [unclear]

John A. Elden, Jr.
John A. Elden, Jr., Trustee

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the aforesaid JOHN A. ELDEN, JR., TRUSTEE, who acknowledged that he executed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Cleveland, Ohio, this 25th day of October, 1974.



Notary Public

EDWARD KAPCIER, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.



EXHIBIT A

Situated in the City of Brunswick, County of Medina, and State of Ohio, and known as being all of Block C and Block D of Mesa Grande Subdivision Phase I, which subdivision is part of original Brunswick Township Lots 13 and 14 of Tract 3, as recorded in Volume 17, Page 204 of the Medina County Plat Records, be the same more or less, but subject to all legal highways.