



MEADOWOOD COVENANTS AND RESTRICTIONS

Document herein is as written on May 11, 1979

TABLE OF CONTENTS

	<u>PAGE</u>
COVENANTS AND RESTRICTIONS	3
ARTICLE I - DEFINITIONS	4
ARTICLE II - PROPERTY SUBJECT TO COVENANTS AND RESTRICTIONS: ADDITIONS	6
ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	8
ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES AND DUTY TO MAINTAIN	10
ARTICLE V - COVENANTS FOR MAINTENANCE ASSESSMENTS	12
ARTICLE VI - PROTECTIVE COVENANTS	15
ARTICLE VII - DURATION, WAIVER AND MODIFICATION	21
ARTICLE VIII - GENERAL PROVISIONS	23
ATTACHMENT A	24
<u>CODE OF REGULATIONS</u>	
ARTICLE I - MEETINGS OF MEMBERS	25
ARTICLE II - TRUSTEES	27
ARTICLE III - WAIVER OF NOTICE OF MEETINGS OF MEMBERS FOR TRUSTEES	30
ARTICLE IV - OFFICERS	31
ARTICLE V - COMMITTEES	32
ARTICLE VI - INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS	34
ARTICLE VII - MISCELLANEOUS	36
ARTICLE VIII - AMENDMENT OF REGULATIONS	37
<u>OTHER DOCUMENTS</u>	
ARTICLES OF INCORPORATION - THE MEADOWOOD ASSOCIATION	38
POLICY ON ARCHITECTURAL CONTROL	41
AMENDMENT TO EXTERIOR MAINTENANCE POLICY_JULY 2017	43

COVENANTS AND RESTRICTIONS

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns, as the Owner, Developer, and Builder of the parcels of land known collectively as the Meadowood Subdivisions, is developing said property pursuant to a general plan of residential development and does intend that these uniform Covenants and Restrictions attach to and run with the land; and,

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns has filed a Plat of Meadowood Subdivision No. 1, Phase I, which has been recorded in Volume 218, Page 74 of Plats of Cuyahoga County Records, to which specific Covenants and Restrictions apply; and,

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns has also filed a Plat of Meadowood Subdivision No. 1, Phase II, which has been recorded in Volume 220, Page 55 of Plats of Cuyahoga County Records, to which specific Covenants and Restrictions apply; and,

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns has also filed a Plat of Meadowood Subdivision No. 2, which has been recorded in Volume 220, Page 42 of Plats of Cuyahoga County Records, to which specific Covenants and Restrictions apply; and,

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns has also filed a Plat of Meadowood Subdivisions No. 1, Phase III, which has been recorded in Volume 225, Page 82 of Plats of Cuyahoga County Records, to which specific Covenants and Restrictions apply; and,

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns has also filed a Plat of Meadowood Subdivisions No. 1, Phase IV, which has been recorded in Volume 86-2199, Page 52 of the Cuyahoga County Recorder's Records, to which specific Covenants and Restrictions apply; and

WHEREAS, Bob Schmitt Homes, Inc., its successors or assigns, as Grantor, for the benefit of the Grantor, the Grantee and any person who may hereinafter become the Owner of any interest in the property, a Parcel, Lot, or Living Unit, or any Owner deriving title from, through, or under the Grantor or Grantee, does covenant and agree that the property, any Parcel, Lot, or Living Unit shall be held by all such persons or Owners subject to the following Covenants and Restrictions which shall attach to an run with the land.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Meadowood Association, an Ohio Corporation, not for profit, formed for the purpose of maintaining and administering the Common Properties and Facilities in the Meadowood Subdivisions, providing services of general benefit to the owners of premises within the Meadowood Subdivisions, administering and enforcing these Covenants and Restrictions, collecting and disbursing the assessments, and exercising other functions hereinafter provided for.

(b) "The Meadowood Subdivisions" shall mean and refer to the property described in Article II, and any additions made thereto in accordance with Article II.

(c) "Common Properties" shall mean and refer to those areas of land designated as "Meadowood Park Area" or "Common Property" on any recorded subdivision plat of the Meadowood Subdivisions and intended to be devoted to the common use and enjoyment of all the owners of premises within the Meadowood Subdivisions, but shall not mean or refer to any areas of land designated on any recorded subdivision plat as "Neighborhood Association Property", "Condominium Property", or "Cluster Dwelling Common Property".

(d) "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 Properties, as more fully set out herein, as does the Association or Developer.

(e) "Developer" shall mean and refer to Bob Schmitt Homes, Inc., and its successors and assigns.

(f) "Neighborhood Association" shall mean and refer to a non-profit corporation formed for the purpose of regulations and maintenance of "Neighborhood Association Property", "Condominium Property" or "Cluster Dwelling Common Property" and, when so empowered by the Articles of Incorporation of such Neighborhood Association, to provide exterior maintenance upon any Parcel or Living Unit owned by or occupied by members of such Association.

(g) "Living Unit" shall mean and refer to any Parcel, building, or any portion of a building, or any unit of Condominium Property or a Cluster Dwelling, situated within the Meadowood Subdivisions, designed and intended for use and occupancy as a residence by a single family.

(h) "Lot" shall mean and refer to any subplot shown upon any recorded subdivision plat of the Meadowood Subdivisions, with or without a dwelling situated thereon.

(i) "Multifamily Structure" shall mean and refer to any building containing two (2) or more Living Units under one (1) roof except when each such Living Unit is situated upon its own individual lot.

(j) "Owner" shall mean and refer to the equitable owner, a record owner, whether one or more persons or entities, of the fee simple title to any Parcel Lot or Living Unit situated within the Meadowood Subdivisions, 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 title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II - PROPERTY SUBJECT TO COVENANTS
AND RESTRICTIONS: ADDITIONS

Section 1. Existing Property. The property comprising the Meadowood Subdivisions, all of which is and shall be held, transferred, sold, conveyed and occupied subject to specific Covenants and Restrictions is located in the City of Strongsville, Ohio; shall hereinafter in this Article II be referred to as "Existing Property".

(Precise survey descriptions of Existing Property have been omitted for brevity but are available in the filings for each Phase of the Meadowood Subdivisions listed above),

Section 2. Additions to Existing Property.

(a) For and during the time that the original Grantor, Bob Schmitt Homes, Inc., its successors or assigns, is actively engaged in the development of the Meadowood Subdivisions, the Grantor, its successors or assigns, notwithstanding anything to the contrary contained in any Declaration of Covenants and Restrictions, shall have the sole and exclusive right to add additional real property to the Meadowood Subdivisions so long as such additional property is adjacent to the existing property (or to any property added thereto in accordance with this article). Property abutting or located across the street or highway from any portion of the existing property, or added property, or located within One Hundred (100) feet from any portion of the existing property or added property shall be considered to be adjacent to it.

(See Attachment A, Page 24 for Developers Additions to Existing Property).

(b) Under no circumstances shall additional real property be added to or annexed to the Meadowood Subdivisions by the unilateral action of the Board of Trustees of the Meadowood Association nor by any vote of the members of the Meadowood Association.

(c) Any additions or annexation of real property made by the Grantor, Bob Schmitt Homes, Inc., pursuant to paragraph (a) above shall be made by filing of record a deed, agreement or other instrument in form which shall extend the scheme of these Covenants and Restrictions to such additional property.

(d) Such instrument as described in (c) above may contain such complementary additions and modifications of these Covenants and Restrictions as to the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this Declaration within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than applicable to the Existing Property.

(e) Upon merger or consolidation of the association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger; and such transfer or addition of real property shall be evidenced of record by a deed with appropriate recitals. The surviving or consolidated association may administer the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants and Restrictions established by the Declaration within the Existing property except as hereinafter provided.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an equitable owner or record owner of a fee or undivided fee simple interest in any Parcel, Lot, or Living Unit shall automatically be a Member of the Association, 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. When more than one (1) person holds such interest or interests in any Parcel, Lot, or Living Unit, all such persons shall be Members, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Parcel, Lot, or Living Unit, which vote for such Parcel, Lot, or Living Unit shall be exercised as they among themselves determine. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Parcel, Lot, or Living Unit.

Section 2. Voting Rights. The Association shall (until December 21, 1984, and thereafter until the occurrence of an event specified below) have two (2) classes of voting membership:

CLASS "A": Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Parcel, Lot, or Living Unit owned by them.

CLASS "B": The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Parcel, Lot, or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When (but not before December 31, 1990) the total votes outstanding in Class A membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above; or,

(b) On December 31, 1992.

From and after the happening of the earlier of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Lot or Living Unit owned by it.

For purposes of determining the votes allowed under this Section, when a Parcel or Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted and the Parcel or Lot shall not be counted.

Section 3. Articles and Regulations of the Association. The Articles of Incorporation and Regulations of the 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 IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES
AND DUTY TO MAINTAIN

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right (for himself, his immediate household guests, and Lessees or Tenants) an easement of enjoyment in and to the

Common Properties and such easement shall be appurtenant to and shall pass with the title to every Parcel, Lot, or Living Unit.

Section 2. Title to Common Properties. The Developer shall retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the option of the Developer, the association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1984.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association in accordance with its Articles and Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of and Members hereunder shall be fully restored; and,

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and,

(c) The right of the Association, in accordance with its Articles and Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment privileges (including withholding the issuance of pool passes) of any Member, his household, guests, Lessees or Tenants for any period during which any assessment remains unpaid beyond thirty (30) days delinquent and for any infraction of such rules and regulations; and,

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties, when and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of members entitled to exercise two-thirds (2/3) of the voting power of the Association; and,

(f) The right of the Association to dedicate or transfer all or any part of the common 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 Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, and if there be more than one (1) class of membership, then by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting, stating that such a dedication or transfer will be considered at such meeting.

Section 4. Developer's Duty to Maintain Common Property. The Developer shall have the duty to maintain all Common Properties until such time as all improvements are installed, completed, paid for in full, and turned over to the Homeowner's Association.

Maintenance shall include, but not be limited to: painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, and all other improvements in and/or on the Common Property.

Section 5. Association's Duty to Maintain Common Property. The Association shall have the same duty to maintain all Common Property as does the Developer, as set out in Section 4 of this Article IV, after title has been conveyed to the Association.

Section 6. City's Rights and Authority to Compel Maintenance of Common Property. The City, as a Third Party beneficiary, may, although under no obligations or duty to do so, compel compliance with Section 4 or 5 of this Article as the city deems necessary by Court action or any other means.

Section 7. Developer's and Association's Duty to Perform. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of either the Developer or 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.

ARTICLE V - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Living Unit owned by it and leased or rented to another person, hereby covenants and agrees and each other Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, and each such Living Unit owned by the Developer and leased or rented to another person, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing (1) an annual assessment for the continued operation, maintenance and repair of the Common Properties and for the association's performance of its other functions and responsibilities; and (2) special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each Parcel, Lot, or Living Unit. When a Parcel or Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted for determining the amount of assessment payable, and the Lot shall not be counted. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Parcels, Lots, and Living Units and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Parcel, Lot and Living Unit for which such assessment has not been paid and upon the ownership interest of the Owner of such Parcel, Lot, and Living Unit.

Section 2. Annual Assessments. The annual assessment shall be levied annually by the Trustees, prior to the date of the annual meeting of the Members in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than (1) one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership.

Section 3. Special Assessments. Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority; of the voting power of the Association and, if there be more than one (1) class of membership, then by the affirmative vote of members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessments, be payable in installments over a period of years.

Section 4. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be determined by the Trustees in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment or installment of a special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of Eight Percent (8%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided together with the costs of the action including reasonable attorney fees.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 5. Statement of Unpaid assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Parcel, Lot or Living Unit in the Meadowood Subdivisions may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household, guests, Lessees, or Tenants) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

Section 6. Exempt Property. The following property shall be exempted from the assessments and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the city of Strongsville and devoted to public use;

(b) The Common Properties as defined in Article I, Section 1, hereof;

(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;

(d) Any parcel, Lot, or Living Unit held by the Developer for sale.

Notwithstanding any provisions herein, no Parcel, Lot or Living Unit devoted to dwelling use shall be exempt from said assessment or liens from and after the date of conveyance of the Parcel, Lot or Living Unit to the original buyer.

Section 7. City's Right to Spread Municipal Assessment. After the transfer of title to 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 Common Property, on the lots within the Development area, or the real property on which said lots are located, on an equitable basis to be determined by the City.

ARTICLE VI - PROTECTIVE COVENANTS

Section 1. Land Use. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, education, charitable or other purposes shall be conducted, maintained, or permitted on any Parcel, Lot or in any Living Unit except such as may be permitted by the Association, except that:

(a) The Developer may perform or cause to be performed such work as is incident to the completion of the development of the Meadowood Subdivisions or to the sale or lease of Living Units or Lots owned by the Developer;

(b) An Owner or a Neighborhood Association, or agent or representative, may perform or cause to be performed any maintenance, repair, or remodeling work with respect to any Parcel, Lot, Living Unit, Common Property, or Neighborhood Association Property.

Section 2. Architectural Control. No Lot or Living Unit shall be altered, modified, or addition made thereto; nor shall any fence, outside domestic animal enclosure, antennas, or radio towers of any kind or description or other structures be erected, placed, or altered within the Meadowood Subdivisions, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Re-Subdivision. No Lot as shown on any recorded subdivision plat of the Meadowood Subdivisions shall be further subdivided without the approval of the Board of Trustees of the Association by the affirmative vote of a majority of the authorized number of Trustees at a meeting held after not less than thirty (30) days' notice of such meeting and the purpose thereof has been given to the Trustees and to the Owners of all Lots continuous to the Lot proposed to be so re-subdivided.

Section 4. Easements. Perpetual easements for the installation, maintenance and repair of electric and communication cables and all necessary appurtenances, above and below the surface of the ground, are reserved in favor of the Cleveland Electric Illuminating Company and the Ohio Bell Telephone Company, over the front ten (10.00) feet of each Lot.

Permanent easements being five (5.00) feet in width adjacent and contiguous to each side line of each Lot and ten (10.00) feet in width adjacent and contiguous to each rear line of each Lot, are reserved for the installation, maintenance and repair of public utilities and surface drainage, for the benefit of Bob Schmitt Homes, Inc., and the City of Strongsville, Ohio, their successors and assigns.

A permanent easement for the installation, maintenance and repair of public utilities and surface drainage is reserved over all areas designed for Park use, for the benefit and in favor of Bob Schmitt Homes, Inc., the City of Strongsville, Ohio, and the Meadowood Association.

Within these easements, no structure, planting, or other material shall be placed or permitted to remain, nor subsequent grading or altering of the contour of the surface of the ground, which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, impede, or retard the flow of water through drainage channels, or which may change the direction of the flow of water over the surface of the earth. The easement area of each Parcel or Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements therein for which a public authority or public utility is responsible.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Parcel or Lot nor within any Living 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.

Section 6. Temporary Structures. No temporary building or structure (including without limitation tents, shacks and storage sheds) shall be erected or placed upon any Lot, without the prior approval of the Board of Trustees of the Association. No such temporary building or structure, nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Parcel or Lot at any time as the residence either temporarily or permanently.

Section 7. Garage and Parking Facilities. Every single-family residence, whether detached or attached, shall include, or have provided for it on the Parcel or Lot on which it is located or on Neighborhood Association Property or Condominium Property, a garage sufficient to store at least one (1) full-size automobile, and an accessory paved driveway, and no such garage shall be converted by alteration or used 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 approved under the provisions of Section 2.

Every multiple family dwelling shall provide on its own Parcel, Lot, or on Neighborhood Association Property or Condominium Property associated with such dwelling at least one (1)

parking space per Living Unit, sufficient to store one (1) full-size automobile, and no such parking space shall be converted, by alteration or use, so as to diminish its area below that required for such purposes unless in conjunction with such conversion a parking space with equivalent space is provided and approved under the provisions of Section 2.

Section 8. Storage and Parking 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 in a garage, or parked in a paved driveway or in a parking space. Private automobiles may be stored in a garage or parked in a paved parking space or driveway, provided such garage, driveway or parking space conforms to the requirements of Section 7, when incident to the residential use of the Lot upon which such garage or driveway is situated or to the Living Unit for which such parking space is provided. Boats and travel trailers, when incident to the residential use of an Owner, Lessee, or Tenant of a Living Unit, may be stored in a garage upon the Parcel or Lot or Neighborhood Association Property or Condominium Property associated with such dwelling, provided such garage conforms to the requirements of Section 7.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Parcel or Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period; provided that an identification sign may be permitted for a multiple family dwelling, condominium, or cluster dwelling project, if approved by the board of Trustees or Architectural Committee in accordance with Section 2.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Livestock and Poultry. No animals or birds of any kind shall be raised, bred or kept on any Parcel, lot, or in any Living Unit, except that dogs, cats, and other normal household pets may be kept in Living Units provided that they are not kept, bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

Section 12. Garbage and Refuse Disposal. No Owner, occupant or tenant of any parcel, Lot, or Living Unit shall deposit or leave garbage, waste, putrid substance, junk or other waste materials on such Parcel, Lot, or on any other part of the Meadowood Subdivisions 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, Lessee, or Tenant of any Parcel, Lot, or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Parcel, Lot, or Living Unit, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse except on the day scheduled for garbage and rubbish collection for such Parcel, Lot, or Living Unit shall be kept from public view.

As used in this Section "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.

As used in this Section "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, semi-trailer, pole trailer, railroad train, railroad car, street car, or trackless trolley, aircraft, lighter-than-aircraft, 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 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.

Section 13. Water Supply. No private water-supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Cuyahoga county Board of health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

Section 14. Sewage Disposal. No sewage-disposal system shall be permitted on any Parcel or Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of Strongsville and the Cuyahoga County Board of Health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

Section 15. Mowing. The Owner of each Parcel or Lot (except a Parcel or Lot with respect to which the Association or a Neighborhood Association, which is obligated or has assumed and is properly discharging such responsibility) 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 (4) inches.

Section 16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 ten (10) feet from the intersections 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.

Section 17. Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any parcel or lot within twenty (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.

Section 18. Exterior Maintenance. The Owner of each Parcel, Lot, and Living Unit (except a Parcel, Lot or Living Unit with respect to which the Association or a Neighborhood Association has assumed and is properly discharging such responsibility) shall provide reasonable exterior maintenance upon each such Parcel, 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.

Section 19. Correction by Association of Breach of Covenant. If the Board of Trustees of the Association, after giving reasonable notice to the Owner of the Parcel, Lot, or Living Unit involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective 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 Parcel or Lot involved (but not into any Living 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 Parcel, Lot, or Living Unit upon which such corrective work is done, and shall become a lien upon such Parcel, Lot, and Living Unit and the obligation of the Owner, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Parcel, Lot, or Living Unit affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 19 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) da..3 have elapsed from the date the certified mail notice to the Owner of the Parcel, Lug, or Living 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 (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but 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 (10) 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 a majority of the members in attendance, in person or by proxy, 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.

ARTICLE VII - DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modifications. these Covenants and Restrictions shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Developer, and any other equitable or legal Owner of land within the Meadowood Subdivisions, their respective legal representatives, heirs, devisees, successors, and assigns, until December 31, 2005, after which time said Covenants and Restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, effective on the last day of the then current term of renewal term, at a meeting of the members by the affirmative vote of Members entitled to exercise sixty-five percent (65%) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 2. Modifications by Developer. Until December 31, 1990, the Developer shall be entitled to modify any of the provisions of these Covenants and Restrictions or to waive any of such provisions, either generally or with respect to particular property, if in the Developer's judgment the development or lack of development of the Meadowood Subdivisions requires such modification or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification or waiver. Promptly following any modification of these Covenants and Restrictions adopted by the Developer pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification.

Section 3. Other Modifications. These Covenants and Restrictions may be modified, effective on the ninetieth (90) day following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty-five percent (65%) of the voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 4. Proxy Votes Assigned to the Board of Trustees. Duly executed proxy votes of the membership entitled to vote at any general or special meeting of the Association, which proxies have been assigned to the Board of Trustees and not to any specific Trustee, may only be cast by the Board upon the concurrence and agreement of no less than a simple majority of the duly elected Trustees present at such meeting as to how said proxy votes shall be voted. If a

consensus of opinion cannot be obtained as required above, then no proxy votes assigned to the Board of Trustees shall be voted at said meeting or any adjournment thereof until such agreement can be had.

ARTICLE VIII - GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Member or Owner under the provisions of these Covenants and Restrictions 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 at the time of such mailing, except when otherwise required herein.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions, and failure by the Association 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.

Section 3. Services Provided by Association. The Association, in addition to its performance of the functions and responsibilities herein-above provided for, may provide other services determined by the Trustees to be of general benefit or utility to the Owners of premises within the Meadowood Subdivisions, including, without limitation, the services of refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. City's Approval of Covenants and Restrictions. 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 or 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. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Witness the hand of the Grantor, BOB SCHMITT HOMES, INC., by its duly authorized officer
this 25th day of July, 1985.

ATTACHMENT A

The Developer (Bob Schmitt Homes, Inc.) filed four documents titled "Declarations of Additional Property Subject to Covenants and Restrictions for the Meadowood Subdivisions":

1. Phase V for sublots 8568 and 8569 on Pine Needle Trail filed April 14, 1989 and has been recorded in Volume 89-4992, Page 19, of the Cuyahoga County Recorder's Records.
2. Phase VI for sublots 8570, 8571, 8572 and 8573 on Pine Needle Trail filed September 13, 1989 and has been recorded in Volume 89-6598, Page 16, of the Cuyahoga County Recorder's Records.
3. Phase VII for sublots 8537, 8538 and 8574 on Priem Road filed April 13, 1990 and has been recorded in Volume 95-07777, Page 5, of the Cuyahoga County Recorder's Records.
4. Phase VIII for sublots on Cedar Branch Trail and one fronting on Priem Road filed February 14, 1990 and has been recorded in Volume 90-6820, Page 11, of the Cuyahoga County Recorder's Records.

"WHEREAS the inclusion of the Additional Property to the Covenants and Restrictions, along with the form of the Declaration, has been unanimously approved by the duly elected and acting Trustees of The Meadowood Association, which approval is evidenced by the instrument attached" (to each Declaration) "as Exhibit "A" in accordance with Article II, Section 2, or the Covenants and Restrictions."

CODE OF REGULATIONS

ARTICLE I - MEETINGS OF MEMBERS

Section 1. Organizational Meeting. The meeting of the General Membership on May 12, 1979, shall be considered as the Organizational Meeting.

Section 2. Regular Meetings. The First annual meeting of members shall be held in 1980 on such date and at such time and place as the Trustees shall determine and in each succeeding year on such date and at such time and place as the Trustees shall determine, but within four (4) months following the close of each fiscal year of the Association, for the election of Trustees and the consideration of reports to be laid before such meeting, and for the transaction of such other business as may be specified in the notice of the meeting.

Section 3. Fiscal Year. The fiscal year will be from January 1 to December 31.

Section 4. Special Meetings. Special meetings of members may be held, to be called by the President, or by a Vice President, or by a majority of the Trustees by action with or without a meeting or by members of the Association entitled to vote not less than one-quarter (1/4) of the total voting power of all classes combined thereof in a writing requesting the President or a Vice President to call such special meeting.

Section 5. Notice of Meetings. In general, written notice of all meetings shall, unless waived, be given not less than ten (10) nor more than sixty (60) days before the date determined for such meeting either personally or by depositing a copy in the mail, first class postage prepaid, addressed to each member at his address as it appears on the records of the Association, or by leaving a copy at such address. Written notice of meetings at which action for which different notice requirements are expressly set forth in the Declarations of Covenants and Restrictions for the Meadowood Subdivisions, Articles of Incorporation of the Meadowood Association, or these Regulations, shall be governed by such applicable express provisions.

Section 6. Quorum. To constitute a quorum at any meeting of members, there shall be present in person or by proxy, persons entitled to vote not less than one-third (1/3) of the aggregate voting power of the members of all classes combined. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of the members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 7. Vote of Members. Members shall have such voting rights as are set forth in Article Five of the Articles of Incorporation. The affirmative vote in person or by proxy of those persons entitled to cast a majority of the votes of all classes combined at any meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the members, except as otherwise provided by law, the Articles or by these Regulations.

When more than one (1) person holds an interest in a lot or living unit, but only one of such persons attends or votes at a meeting of members, such attendance shall be counted for quorum purposes as the attendance of all such interest-holders for such lot or living unit, and such vote shall be counted for voting purposes as the vote of all such interest-holders for such lot or living unit. No fractional votes will be permitted.

Section 8. Proxies. Any member may authorize the spouse of such member (whether or not such spouse is a member) or any other member, by written proxy to vote for him on one or more questions at a meeting of members. All proxies shall be filed with the Secretary prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present (but if there shall be no quorum at the time for which any meeting shall have been called, and the meeting is adjourned from time to time until a quorum shall attend, such proxy shall continue to be valid at any such adjourned meeting). A proxy shall automatically cease upon termination of the member's interest as owner of any lot or living unit in the Meadowood Subdivisions.

ARTICLE II – TRUSTEES

Section 1. Number. The number of Trustees of this Association shall be five (5).

Section 2. Appointment of Trustees.

(a) The term of the initially appointed Trustees shall be as follows:

1. Two (2) shall serve until the Second Annual Meeting;
2. Two (2) shall serve until the Third Annual Meeting;
3. One (1) shall serve until the Fourth Annual Meeting.

(b) Prior to the Annual meeting of Members, the Board of Trustees shall nominate as many members as candidates for election to the Board as there are Trustees whose terms expire on the date of such Annual meeting, endeavoring to maintain reasonably proportionate geographic representation. The written notice of each Annual Meeting shall state the number of vacancies in the Board to be filled and the names of those members nominated as candidates by the Trustees.

(c) Additional nominations shall only be made by a written petition signed by not less than twenty (20) members indicating their nominee and given by personal delivery or by mail to the Secretary not less than forty-five (45) days before the date of such Annual Meeting. Any number of nominations may be made by separate written petitions in such manner, by no member shall be entitled to sign more than one (1) such written petition and in the event of any such duplicate signing the signature of such member shall be disregarded on all such written petitions upon which it appears.

The Secretary shall forward each such petition to the Nominating Committee for verification and validity of signatures. Upon verification and approval, such nominee's name shall be placed on the ballot.

(d) The election of Trustees may be made by written or oral ballot, in accordance with such procedure as the Board of Trustees, from time to time, shall adopt.

(e) Except when a Trustee dies, is removed or resigns from office, or ceases to reside in the Meadowood Subdivisions, a Trustee shall serve until his successor has been elected. Vacancies in the Board of Trustees caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Trustees until the next succeeding Annual meeting of members, at which a successor Trustee shall be nominated and elected as

hereinbefore provided to serve the remainder of the term respecting the vacancy. The Trustee appointed by the Trustees to serve the interim period until such Annual meeting may be elected to complete the term respecting such vacancy, and a Trustee elected by the members to complete a term respecting a vacancy may be elected by the members to a regular term of office as Trustee upon the expiration of his term as a successor Trustee.

Section 3. Election of Trustees.

(a) At the Annual Meeting of the members following the terms of office of the initially-appointed Trustees, the members shall elect Trustees to replace those whose terms expire on the date of such meeting. An initial Trustee may be elected at such meeting to serve an additional term.

(b) Each Trustee (except an initial Trustee) must be a member or spouse of a member of the Association. No Trustee (except an initial Trustee or a successor Trustee who has been appointed by the Board of Trustees to complete the term of office of an elected Trustee as provided in sub paragraph (e) above) shall serve consecutive terms of office as a Trustee.

Section 4. Meeting of Trustees. Regular meetings of the Board of Trustees shall be held as the board may designate. Special meetings of the Board of Trustees may be called by the President or by a Vice President or by any three (3) Trustees. Meetings of the Trustees may be held at any place within Cuyahoga County, Ohio. Notice of the time, place, and purposes of any such meeting, unless waived, shall be given to each Trustee, by personal delivery or by first class mail, at least three (3) days prior to the time of such meeting.

Section 5. Quorum. To constitute a quorum at any meeting of the Trustees, there shall be present not less than a majority of the Trustees then in office, but if at any meeting of the Trustees there shall be present less than a quorum, a majority of those present may adjourn the meeting, from time to time, without any notice other than by announcement at the meeting, until a quorum shall attend. The affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Trustees.

Section 6. Duties of Trustees. It shall be the duty of the Trustees to provide for the execution and discharge of the functions and responsibilities of the Association set forth in the Covenants and Restrictions, including (but not limited to) the responsibility to levy annual assessments; to propose special assessments when appropriate; to collect all assessments and charges and, if necessary, execute and record liens to secure unpaid assessments; to enforce the Covenants and Restrictions; to adopt and enforce rules and regulations governing the use of the Common Properties; to prepare a roster of the lots and living units in the Meadowood Subdivisions and a list showing the status of payment of assessments applicable thereto, which

roster and list shall be open to inspection by any member; to require the bonding of all officers and other persons regularly handling Association funds, the premiums for which shall be paid by the Association from the annual assessment; to provide for the publication and distribution to members of rules and regulations, notices and other information (including, in the discretion of the Board of Trustees, general social information of interest to Association Members); and to inform new residents of their privileges and obligations as owners of lots or living units in the Meadowood Subdivisions.

ARTICLE III - WAIVER OF NOTICE OF MEETINGS OF MEMBERS FOR TRUSTEES

Notice of the time, place, and purposes of any meeting of members or Trustees, as the case may be, whether required by law, the Articles or this code of Regulations, may be waived in writing, either before or after the holding of such meeting, by any member, or by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Any member or any Trustee shall be deemed to have waiver notice of a meeting by attending such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or mail, at such meeting.

ARTICLE IV – OFFICERS

Section 1. Number. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other additional Vice Presidents and officers and assistant officers as the Trustees may deem necessary. The President shall be a Trustee but the remaining officers may be elected from members of the Association. All officers and assistant officers shall be elected by the Trustees at their first regular meeting next following the organizational or annual meeting of the members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the Trustees, hold office for (1) year and until their respective successors shall have been elected.

Section 2. Duties. In general, the officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified, from time to time, by the Trustees regardless of whether such authority and duties are customarily incident to such office. the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; provided, however, that a resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer and the President or Vice President shall sign all checks and notes of the association. The Treasurer shall keep proper books of account and shall make or cause to be made an annual audit of the Association books at the completion of each fiscal year. he shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE V – COMMITTEES

Section 1. Standing Committees. The standing committees of the Association shall be:

The Nominating Committee
The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Audit Committee
The Cluster Associations Committee
The Public Relations Committee

The Board of Trustees may appoint and discontinue such other standing or special committees as it deems desirable and such act on its part shall not require an amendment to this Code of Regulations

Section 2. Nominating Committee. The Nominating Committee shall submit their recommendations to the Trustees for candidates for Trustees and Officers of the Association, as well as verified petitions (Article II, Section 3-c) no later than thirty (30) days before the date of the annual meeting.

Section 3. Recreation Committee. The Recreation Committee shall advise the Board of Trustees on all matters pertaining to the recreational facilities, programs, and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. Maintenance Committee. The Maintenance Committee shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the common properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. Architectural Control Advisory Committee. The Architectural Control Advisory Committee shall, in cases when requested by the board of Trustees, submit to the board advisory opinions or recommendations concerning the propriety of the plans and specifications of any proposed structure or alteration which is submitted to it. In addition, it may advise the Board of Trustees regarding any proposals, programs or activities which come to its attention and which may adversely affect the residential value of the properties in the Meadowood Subdivisions.

Section 6. Audit Committee. The Audit committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio member of

the committee.

Section 7. The Cluster Associations Committee. The Cluster Associations Committee shall be composed of one (1) Trustee from each of such Cluster Associations within the Meadowood Subdivisions and shall sit in an advisory capacity to the Board of Trustees of the Meadowood Association relative to the operation and administration of the Meadowood Association as it directly affects the Cluster area developments. the Committee shall perform such other functions as the Board, in its discretion, determines.

Section 8. The Public Relations Committee. The Public Relations Committee shall be responsible for the editing, publication, and distribution of the Association newspaper, bulletins, notices, schedules, the rules and regulations as promulgated by the Board of Trustees and/or the various committees and such other functions as the Board, in its discretion, determines.

Section 9. Committee Reports. Each committee shall keep a record and account of its proceedings and transactions. Except as otherwise required by these regulations, all actions by any Committee shall be reported to the Board of Trustees at the Board's meeting next succeeding such action, and shall be subject to control, revision, and alteration by the board of Trustees; provided that no rights of third persons shall be prejudicially affected thereby if the original action of the committee was within the scope of its authority and responsibility. Each committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Trustees, and it shall also meet at the call of the President of the Association. Unless otherwise provided by such rules or such resolutions, the provisions of Article II, Section 3, relating to the notice required to be given for special meetings of the Board of Trustees shall also apply to meeting of each committee. A majority of the committee may without a meeting act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action without a meeting shall be effective unless concurred in by all members of the committee. Vacancies in each committee shall be filled by the Board of Trustees or as the Board may provide.

ARTICLE VI - INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS

Section 1. The Association shall indemnify any persons who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Trustee, officer, or agent of the Association, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, he had reasonable cause to believe that his conduct was unlawful.

Section 2. The Association shall indemnify any persons who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, or agent of the Association against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense of settlement of such action or suit if he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such persons shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that the court of common pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

Section 3. To the extent that a Trustee, officer, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this article, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.

Section 4. Any indemnification under Sections 1 and 2 of this article, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, or agent is proper in the circumstances

because he has met the applicable standard of conduct set forth in sections 1 and 2 of this article. Such determination shall be made: (a) by a majority vote of a quorum consisting of Trustees of this Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any persons to be indemnified within the past five (5) years, or (c) by the members; or, (d) by the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested Trustees under Section 4 (a) of this article or by independent legal counsel under sub-paragraph 4 (b) of this article shall be promptly communicated to the person who threatened or brought the action or suit, by or in the right of the Association under Section 2 of this article; and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 5. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in Sections 1 and 2 of this article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this article.

Section 6. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles or other provisions of these regulations or any agreement, vote of members or disinterested Trustees, or otherwise, both as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability under this article.

Section 8. Nothing in this article or in these regulations shall be construed to limit or deny any rights of indemnification existing under Section 1702.11 (E) of the Ohio Revised Code, as it now exists or may subsequently be amended.

ARTICLE VII – MISCELLANEOUS

Section 1. The Secretary of the association shall keep or cause to be kept a record, which may be included in the book containing the minutes of proceedings of members and Trustees, in which shall be recorded the names and addresses of all members and Trustees. There shall also be recorded therein the date upon which each member or Trustee became such, and upon termination of any membership or trusteeship for any cause, the facts relating thereto, together with the date of termination. Each member and Trustee, upon his becoming such, shall forthwith advise the Secretary of his then address and likewise shall promptly report to him any change in his address.

Section 2. The Association shall have no seal.

ARTICLE VIII - AMENDMENT OF REGULATIONS

These Regulations may be amended or new Regulations may be adopted by the affirmative vote of members entitled to exercise two-thirds (2/3) of the total voting power of all classes combined of the Association at an annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail to all members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Regulations will be considered and may be acted on at such meeting.

We, the undersigned, incorporators of the Meadowood Association, do hereby approve the adoption of the foregoing Code of Regulations for the government of the Association, pursuant to Ohio revised Code, Section 1702.10.

/s/ Edward A. Schmitt

/s/ Horace T. Box, Jr. /s/

William F. Mahoney

Strongsville, Ohio - May 11, 1979

ARTICLES OF INCORPORATION - THE MEADOWOOD ASSOCIATION

The undersigned, desiring to form a non-profit corporation (hereinafter referred to as "Association") under Sections 1702.01 et. seq., of the Revised Code of Ohio do hereby certify:

FIRST: Name The name of the Association shall be THE MEADOWOOD ASSOCIATION.

SECOND: Principal Office. The place in this State where the principal office of the Association is to be located in Strongsville, Cuyahoga County.

THIRD: Purposes. The purposes for which the Association are formed shall be:

(a) To carry out the functions and responsibilities, and exercise the authority of the Association referred to in the Declarations of Covenants and Restrictions filed or to be filed for each phase of development with the Recorder of Cuyahoga County for the Meadowood Subdivisions in Strongsville, which Declaration shall be incorporated by reference in the deeds from the Developer conveying any Lot or Living Unit in the Meadowood Subdivisions.

(b) To maintain and administer the Common Properties and Facilities in the Meadowood Subdivisions and administer and enforce the covenants and Restrictions, and collect and disburse the assessments provided for in such covenants and Restrictions.

(c) To own, improve, construct, operate, and maintain recreation areas, playgrounds, swimming pools, common open space, park areas, street entrances, and buildings, structures, landscaping and personal property incident thereto, in or near the Meadowood Subdivision, for the common use and enjoyment of owners of the Lots and Living Units within the Meadowood Subdivisions.

(d) To purchase, or otherwise acquire, lease or Lessee, invest in, hold, use, lease as lessor, encumber, sell, exchange, transfer, and dispose of property of any description or any interest therein, by authority and action of its Board of Trustees.

(e) To borrow money, and to secure any of its obligations by mortgage, pledge, or deed of trust of all or any of its property, by authority and action of its Board of Trustees.

(f) Insofar as permitted by law, to do any other thing that will promote the health, safety and welfare of the residents of the Meadowood Subdivisions generally, and their use and enjoyment of the Common Properties and Facilities.

FOURTH: Powers. In carrying out its purposes, the Association may exercise all of the

authority of a non-profit corporation as described in Chapter 1702 of the Ohio Revised Code.

FIFTH: Members.

(a) Membership. Every person or entity who is a record owner of a fee or undivided fee simple interest or beneficial (equitable) interest in any Lot or Living Unit subject to Declarations of the Covenants and Restrictions of the Meadowood Subdivisions shall be required and shall automatically be a Member of the Association, 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. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Members, such persons shall collectively be counted as a Single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves determine; each such Member shall be jointly and severally liable for the payment of the assessments provided with respect to such Lot or Living Unit.

(b) Voting Rights. The Association shall (until the occurrence of either event specified below) have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership in all phases equal the total votes outstanding in the Class B membership in all phases as computed upon the basis set forth above; or,

(2) On December 31, 1988, or sooner, as provided in the Declaration of Covenants and Restrictions of each respective phase of development of the Meadowood Subdivisions.

From and after the happening of the earlier of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

For purposes of determining the votes allowed under this paragraph, when a Lot or Parcel is occupied by a house or Living Unit, only such house or Living Unit shall be counted and the Lot or Parcel shall not be counted.

(c) Definitions. The terms "Lot", "Parcel", "Living Unit" and "Developer" shall have the meanings set forth in the Declaration of Covenants and Restrictions for such terms.

(d) Proxy. Members may vote by proxy at any annual or special meeting of the Members.

(e) Voting by Mail. Voting at elections and votes on other matters (except amendment of these Articles of Incorporation, Code of Regulations, or the Declarations of Covenants and Restrictions) may be conducted by mail.

SIXTH: Amendment. These Articles of Incorporation or the Code of Regulations may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the total voting power, of all classes combined, of the Association at an annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail to all Members at least thirty (30) days before the date of the meeting and such notice shall include a statement of the reason for the meeting. No amendment shall conflict with the provisions of the Declarations of Covenants and Restrictions.

SEVENTH: Initial Trustees. The names and post office addresses of the Trustees of the Association who are to serve until the second annual meeting of Members are as follows:

- | | |
|-----------------------|---------------------|
| 1. Carl J Zipfel, | 10781 Pebble Brook |
| 2. Bonita G. Kijowski | 10764 Pebble Brook |
| 3. Keith J. Kormos | 9634 Brookstone Way |
| 4. H. Andrew Fay | 10737 Waterfall |
| 5. John L. Redmon | 9741 Pebble Brook |

IN WITNESS WHEREOF, we have hereunto subscribed our names this FIRST day of MAY, 1979.

/Edward A. Schmitt

/Horace T. Box, Jr.

/William F. Mahoney

POLICY ON ARCHITECTURAL CONTROL

One of the responsibilities of the Trustees of the Meadowood Homeowners' Association is to see that the Covenants and Restrictions are enforced.

Both the Trustees and the homeowners should always try to keep in mind the spirit and intent of these documents. They are the means whereby you, the homeowners, can be assured that the value and enjoyment of your property cannot be eroded by any one or a few owners. From its beginning Meadowood has appreciated in value and in attractiveness. The developer and builder with you, the owner, take the first steps together in designing and landscaping your home and common areas. Thereafter it is you, who makes it grow and mature, and enhances your home and lot by your touches and additions. Your continuing efforts are more important in the long run than the original installation. Those of you who have been here for several years are undoubtedly aware and proud of the contributions you all have made to the growth of beauty and maturity of this neighborhood both individually and as an association. Nothing will contribute to the long-term value of your homes more than this process.

One should be able to do as they please on their own property until it is clearly apparent that an activity or installation is detrimental. On occasion an individual, usually unintentionally, will commit or permit an occurrence that can detract from the visual attractiveness of the neighborhood or encroach on neighbors' enjoyment of their property. It is only in these rare instances that the use of the covenants and restrictions become necessary.

The protective covenants (Article VI - Covenants and Restrictions) are for the most part very limited, simple and easy to comply with. The most complex is the application of the architectural control provision which reads as follows:

SECTION 2. Architectural Control. No Lot or Living Unit shall be altered modified, or addition made thereto; nor shall any fence, outside domestic animal enclosure, antennas, or radio towers of any kind or description or other structures be erected, placed or altered within the Meadowood Subdivisions, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Please try to remember that without this control a chance always exists that some individual may unthinkingly or without malice erect structures that could be visually unattractive and/or a nuisance to neighbors. To try to avoid this, the covenants require a clearance through the Trustees or their designated committee. Most cases can be handled by a phone call and/or submission of a sketch of the plan. In complex or extensive changes more detailed information and plans need to be submitted. Common sense will dictate the extent of the submission. If one wishes to build an addition costing thousands of dollars, a plan and material choice must be made in advance anyway. Therefore, whatever planning and decisions one must make for their own purpose generally will be sufficient for the review process.

It is not the intent that this review process become ponderous or burdensome to either the owners of the Trustees and their agents, nor is it the intent that this process result in delays.

The spirit governing the Trustees will be permissive to the maximum extent. With your cooperation and sensitivity this atmosphere can be continued. Only when the proposition being considered is clearly detrimental will action to avoid be considered.

One of the most simple first steps and a matter of common courtesy in making any exterior improvements to your house or lot is to gain the approval and agreement of your immediate neighbors. Knowledge of this by the Trustees or their agents will go a long way toward making their job simple and easy.

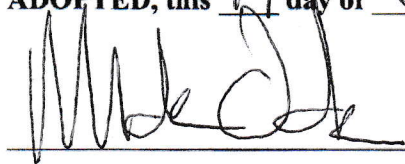
The Board of Trustees in accordance with its ruling making authority in Article II Section 6 of the Code of Regulations for the Meadowood Association finds the following:

Factual Background

1. The Covenants and Restrictions of the Meadowood Subdivisions allow the Meadowood Association to suspend the enjoyment rights in the common properties of any member, his household, guests, lessees or tenants for any period during which any assessment remains unpaid and for any infraction of such rules and regulations.
2. The Covenants and Restrictions of the Meadowood Subdivisions further provide that the owner of each parcel, lot and living unit shall provide reasonable exterior maintenance upon each such parcel, 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.
3. The Board of Trustee has been made aware of several instances where owners of parcels, lots and living units are not maintaining their property in accordance with the Covenants and Restrictions.

WHEREAS, in order to preserve property values and consistent with the obligation imposed in Section 18 the Board has determined in accordance with its rule making authority in Article II Section 6 of the Code of Regulations for the Meadowood Association that a violation of Section 18 of the Covenants and Restrictions of the Meadowood Subdivisions Covenants and Restrictions is an infraction of Article IV Section 3(c) which allows the Board to suspend the enjoyment rights of any member, his household, guests, lessees, or tenants for any period during which a violation of Section 18 of the Covenants and Restrictions of the Meadowood Association persist.

ADOPTED, this 9 day of JULY, 2017.



BOARD
PRESIDENT

Heide Ruzert, Trustee

May S. Hill Vice President

Kenny Zacharion

Warren Lester Secretary

James D. Jager ARCHITECTURAL
CENTRAL