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FOX RUN, PLAT 5

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to Plat 5 of Fox Run, consisting of lots 68 through 83, a subdivision in the Township of Springfield, Lucas County, Ohio.

This Declaration, made and entered into by the Port Lawrence Title & Trust Company, Trustee, an Ohio corporation as of this 21st day of September 1992.

WHEREAS, The Port Lawrence Title & Trust Company, Trustee is the owner of the following described real estate, situated in the Township of Springfield, Lucas County, Ohio, viz:

Lots Numbers 68 through 83, inclusive, in Fox Run Plat 5, a subdivision in the Township of Springfield, Lucas County, Ohio

all of which real estate together with the common areas, if any, shown on Exhibit A hereto, is hereinafter for convenience referred to as the "Property", and desires to develop thereon a residential community:

WHEREAS, The Port Lawrence Title & Trust Company, Trustee desires to provide for the preservation of the values and amenities in said community and desires to subject the real estate for its own benefit and for the benefit of all future owners or occupants of any part of the Property to certain easements and rights in, over and to the Property, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof and

WHEREAS, the Developer desires that any lands contiguous to Fox Run Plat 5, which may be now owned or hereafter acquired by The Port Lawrence Title & Trust Company, Trustee, or the Developer, or any land contiguous to any land which may hereafter be made subject to this Declaration, may be developed by the Developer in accordance with any future general plan for the development of Fox Run and in accordance with restrictions on the manner of use, improvement and enjoyment thereof as are contained herein, and further desires to provide, at the Developer's option, for the annexation of all or any part of such lands to the lots which are subject to this Declaration.

NOW, THEREFORE, in consideration of these premises and of the covenants and restrictions set forth herein and to afford purchasers protection in the use and occupancy thereof and to provide a general plan for the improvement of the Property as an architecturally harmonious, artistic and desirable residential complex, The Port Lawrence Title & Trust Company, Trustee, as owner of the Property and for the purposes aforesaid, hereby declares and stipulates that each lot in the Property hereafter will be sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

ARTICLE ONE

Definitions

Section 1. The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to Fox Run Architectural Control Committee as further provided for in this Declaration.

(b) "ASSOCIATION" shall mean the property owners association formed for Lots 68 through 83 in Fox Run Plat 5 as provided for in ARTICLE THREE, hereof.

(c) "CODE OF REGULATIONS" shall mean the Code of Regulations of the Association, as adopted by the Association and/or the Developer.

(d) "COMMON AREAS" shall mean and refer to the common area(s), if any, shown on Exhibit A hereto and not occupied by Lots within the Property, and is hereby declared as and established first as common area for the use of the owners of all of the Lots in the Property as more particularly set forth in this Declaration and by owners of other lots in other plats of Fox Run, and is not dedicated for use by the general public.
DECLARATION shall mean this Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictive covenants, conditions and agreements referred to herein.

DEVELOPER shall mean and refer to Miracle Development Corp., an Ohio corporation.

LIVING UNIT shall mean and refer to any portion of a single family building situated upon a lot, designed and intended for use and occupancy as a residence by a single family.

LOT shall mean and refer to any of lots 68 through 83 as designated on the recorded plat of Fox Run Plat 1, improved or unimproved, on which a structure may be located.

OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

PROJECT AREA shall mean and refer to that parcel of land described in Exhibit A attached hereto and such other parcels of land contiguous to Fox Run, which may be hereafter acquired, directly or indirectly by Developer.

SITE PLAN shall mean the Revised Site Plan for Fox Run as approved by the Springfield Township Trustees on June 5, 1989, as the same may be amended or modified from time to time.

STRUCTURE shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any Living Unit, building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, inground swimming pool, clothesline, radio or television antenna, satellite dish, fence, curbing, paving, walk, hedge more than two (2) feet in height, slipboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Structure shall also mean and refer to (1) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (2) any change in the grade of any Lot more than six (6) inches from that existing at the time of purchase by an Owner.

ARTICLE TWO

Section 1. An Architectural Control Committee consisting of two (2) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer, and may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by the Developer until such time as all Lots in Fox Run have been sold and Living Units have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association.

Section 2. No structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any Lot unless or until the plans and specifications thereof shall have been submitted to the Architectural Control Committee and such plans and specifications shall have been approved in writing by the Architectural Control Committee, its successors or assigns, and true copies of said plans and specifications shall have been lodged permanently with the Developer and the Architectural Control Committee and no structure except such as conforms to said plans and specifications shall be erected, reconstructed, placed or suffered to remain upon any Lot. All plans and specifications shall be prepared by competent architect or draftsman, and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof with its records. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within a reasonable period after submission of the plans and specifications required hereunder by the Architectural Control Committee. Failure to so respond within a twenty (20) day period from submission date shall be deemed to be disapproval of the submission.
The scope of the Architectural Control Committee’s inquiry and review shall be broad. The plans and specifications for all Lots and all Living Units or other Structures to be constructed on the Lots in Fox Run Plat 5 shall conform to Developer’s architectural theme for Fox Run which contemplates aesthetic harmony among diverse individual structures. Developer may establish roof designs and materials, trim colors, brick, stucco and wood specifications and window details to assist the Architectural Control Committee in approving plans and specifications. In making its review of any proposed plans and specifications, the Architectural Control Committee shall have the right to consider the following items:

A. Standards and guidelines for the design of structures including:
1. placement on property
2. building heights, area and volume
3. all exterior materials
4. entries and windows
5. parking areas
6. type of awing, accessory and other structures
7. number of structures
8. cost of structures
9. design
10. colors
11. finished grade elevation
12. visibility of improvements from within the area and from roads and properties adjacent thereto
13. building exhausts.

B. Standards and guidelines for open space and public and private ways including:
1. setback requirements
2. front, rear, and side yard requirements
3. open space
4. landscaping
5. topography
6. tree lines and placement
7. other vegetation elements and focuses
8. locations for screening and mounding
9. type and design of screening and fencing
10. lighting placement
11. view easements
12. size and location of parking areas
13. driveways
14. means of ingress and egress
15. site plans.

C. Standards for harmony:
1. whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;

2. the suitability of the proposed Structure and of the materials of which it is to be built to the surrounding Lots;

3. the effect of the proposed Structure on adjacent and neighboring properties;

4. the effect of the Structure, as planned, on the outlook from the adjacent neighboring property.

In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Fox Run, Plat 5 as an architecturally harmonious, artistic and desirable residential subdivision, with individual Living Units to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the subdivision taken as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in...
Section 3. No Living Unit or Structure constructed or erected on a Lot shall be greater than two (2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Architectural Control Committee.

Section 4. Prior to commencement of construction on any Lot, an individual landscaping plan for such Lot shall be submitted to and for approval by the Architectural Control Committee. Landscaping shall include (without limitation) sidewalks, decorative fences and walls, open decks and patios, and plantings. All landscaping, sodding, and sprinkler installation (if any) on any individual Lot shall be installed and completed by the Owner within six (6) months following the date of occupancy of a Living Unit.

Section 5. Developer may require all Living Units to be equipped with a wooden mailbox with a visible street number designed by Developer and approved by the United States Postal Service. It shall be a requirement that sidewalks, as per subdivision plat drawings, be installed and constructed by each Lot Owner as a part of each Lot, which sidewalks shall conform with the specifications as required by the Lucas County Engineer and with quality approved by Developer. Unless otherwise required by governmental authorities, each Lot Owner shall be required to install such sidewalks at the time of completion of construction of the Living Unit. If any violation of this section shall occur, then Developer shall have the right, without notice to the Lot Owner, to caue such sidewalk and/or sidewalks to be constructed at the same costs and expenses of the Lot Owner and the expenses shall include construction costs plus fifteen percent (15%) as and for contracting supervision and other related costs of Developer. Furthermore, each Lot Owner and builder of Living Units on any Lots shall comply with the site grading plan prescribed by the Lucas County Engineer. It shall be the duty of each Lot Owner, at his expense, to keep and maintain the sidewalks in good condition and repair and to clear such sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after such deposit, and the Lot Owner shall indemnify and hold harmless the Developer and the Township of Springfield from any liability to any person for his neglect, failure or refusal in performing such duty.

Section 6. No above ground swimming pools shall be constructed, reconstructed, altered or suffered to remain upon said property unless said above ground swimming pools (a) have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches, and (b) are located inside the Living Unit during the period from October 15 of each year through April 15 of the following year. Any in-ground swimming pools shall be fenced in accordance with applicable laws and must be first approved by the Architectural Control Committee as provided for in Section 2 hereof.

Section 7. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said Lots, nor shall a hedge, fence, wall or enclosure be erected, placed or suffered to remain upon said Lots until the written consent of the Architectural Control Committee, shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any other conditions pertaining thereto that said consent may contain. No chain link fences nor fences in excess of four (4) feet in height shall be permitted. Developer has constructed a privacy fence along the rear line of Lots 76 through 83, inclusive, and has planted shrubbery in the area immediately adjacent to such fence. It shall be the duty of each Lot Owner, at his expense, to keep and maintain the fence located on his Lot in good condition and repair and to make all necessary repairs thereto and to use good horticultural practices in the care of all shrubbery located on his Lot, and to replace any dead shrubbery with plants of a similar size and type as originally planted by Developer. If any violation of this section shall occur, then the Developer or the Association, as the case may be, shall have the right, without notice to the Lot Owner, to make all such necessary repairs, replacements, replacement, care, maintenance and replanting as shall be deemed necessary, at the cost and expense of the Lot Owner, and the cost, plus interest at the rate of fifteen percent (15%) per annum until paid, shall be paid to Developer or the Association, as the case may be. Furthermore, if such work is performed by the Association, in the event of nonpayment, the Association shall have the right to place a lien against the Lot in accordance with the procedures set forth in Article Four hereof.

Section 8. Until such time as Developer has conveyed to others all Lots in Fox Run, and notwithstanding any of the provisions contained in this Declaration, Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the Lots.

Section 9. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

Section 10. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at his residence. The absence of a majority of the members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration certain discretion and rights of approval, disapproval
and interpretation, the Owners of Lots, as further consideration for the conveyance to them of such Lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such Lots, by their acceptance of the conveyance of such Lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the Architectural Control Committee or Developer arising out of their failure to exercise such discretion, rights of approval, disapproval and interpretation.

Section 11. No basketball pole, hoop or backboard shall be permitted on the exterior portion of a Living Unit adjoining a paved street nor shall any basketball court exceed twenty (20) by twenty (20) feet in area.

Section 12. Except for any Lots designated on the plat as Detention Area or words of similar import, each Lot shall be used only for a single-family structure and occupied solely and exclusively for private residences in the living units by a single family, including their family servants, and no other than one single family shall occupy a Living Unit; however, a Living Unit may be constructed on more than one (1) Lot. No part of any Lot designated for detention of surface waters shall be filled in or altered without first having obtained the written consent of the Developer and the Lucas County Engineer. Each Owner of a Lot shall be subject to an assessment as determined by the Lucas County Engineer for the proportionate cost of maintaining the Detention Area. Such proportionate cost shall be determined by dividing the amount of the annual assessment by the total number of buildable lots shown on the Site Plan, such number presently being one hundred (100).

Section 13. The location of any and all sidewalks, driveways, walkways, access ways, roadways and parking areas within the Property shall be and remain as now established by the plat of the Property, or, if not now established, as shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications of said structures. No sidewalk, driveway, walkway, access way, roadway or parking area shall be located, relocated or suffered to remain upon the Property except as now located on the plat of the Property or as determined in writing by the Architectural Control Committee. Complete specifications for construction of sidewalks, driveways, walkways, access ways, roadways and parking areas shall be submitted to the Architectural Control Committee, and its approval thereof endorsed thereon in writing.

Section 14. No portion of a Lot nearer to any street than the building setback line or lines shown upon the plat of the Property shall be used for any purpose other than that of a lawn; provided, however, nothing herein contained shall be construed as preventing the use of such portion of the Lot for any approved sidewalk, driveway, walkway, access way or parking area, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, but no vegetables, so-called, or grasses of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon the Property, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 15. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone, telegraph and cable television and similar poles, lines and conduits, and for water, gas and sanitary and storm sewer pipes, lines and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or over any and all portions of the Property, including the Common Areas or any portion thereof, regardless of whether such easements are for the installation of utilities to serve the Property or to serve other adjacent or nearby property, whether or not such nearby property is then subject to this Declaration.

Section 16. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under, on and/or over those areas designated on the plat of the Property as Common Areas, easement, utility easements, drainage easements, sewer easements, access ways, parking and sidewalk easements, private roadway easements, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cable television and similar poles, lines and conduits, mall pick up and delivery, and for water, gas and sanitary or storm sewer pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, together with the right to relocate any such areas so designated on the plat of the Property and to grant such additional utility easements, roadway easements, drainage easements, sewer easements, access ways, parking and sidewalk easements, private roadway easements or similar easements in, through, under, on and/or over the Property and/or the Common Areas as the Developer shall deem to be necessary for the development of the Property and the Project Area. Unless approved by the Developer, no Living Unit or other Structure, or any part thereof, shall be erected or maintained upon any part of the Property, except upon which easements for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. The installation within the Property of any utilities, sewers, driveways, drainage facilities, access ways, parking areas, sidewalks, private roadways or similar improvements shall be deemed to create the easements necessary to support such improvements without further acts by the Developer. No Owner of any Lot in the Property shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the Lots without the prior written consent of the Developer, its successors and assigns.
Section 17. No spirituous, vinous and fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any portion of a lot, and no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any portion of a lot. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any portion of a lot other than a well for water, for recreation or maintenance purposes; nor shall any portion of a lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the Owner or Owners of any adjoining land. No pole, sign post, antenna, tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot, Living Unit, or otherwise (other than signs of not more than six (6) square feet advertising the sale of the lot or Living Unit on which such sign is located), shall be erected, placed or suffered to remain upon the Common Areas, any Lot or upon or visible from the outside of any Structure without the consent of the Architectural Control Committee first having been obtained. Notwithstanding the foregoing, the right is reserved by the Developer to erect small structures and place signs on any unseeded Lot or improvements thereon. All signs placed on any Lot or Structure by an Owner other than the Developer shall be professionally painted.

Section 18. No animals, rabbits, or poultry, or any kind, character or species of foul or livestock, shall be kept upon or maintained on any part of any lot, nor shall there be any dog runs, kennels or other structures for the exercise, use, housing of or by animals of any type. The Developer reserves the right to adopt reasonable regulations governing the keeping within any Structure of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the Owners or Inhabitants of the Property.

Section 19. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch, patio or balcony. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M. and after nine o'clock P.M.

Section 20. No boat, boat trailer, house trailer, or mobile home of any type shall be parked, kept or stored on any portion of the Property for a total of more than seven (7) days during any twelve (12) month period unless completely within a closed garage. No trailer, tent, shack, barn or outbuilding of any type shall be permitted on any portion of the Property unless approved by the Architectural Control Committee.

Section 21. Subject to any site grading plan prescribed by the Lucas County Engineer, Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any structure shall thereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. Footer tile outlets from basements or crawl spaces shall not be permitted without the approval of the Architectural Control Committee and the Lucas County Engineer.

Section 22. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage of a Structure. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

Section 23. The Developer and the Architectural Control Committee reserve and are hereby granted the right in case of any violation of any of the rules, regulations, rights, reservations, limitations, covenants and conditions herein contained, to enter the Lot upon or as to which said violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the terms and meaning of the provisions hereof as interpreted by the Developer and/or the Architectural Control Committee, and the Developer and the Architectural Control Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Lot Owner shall immediately reimburse the Developer and/or the Architectural Control Committee for any costs, including court costs and attorney fees and disbursements, incurred in connection with the Developer's and/or the Architectural Control Committee's cure, abatement or removal of such violation. Any failure to so reimburse the Developer and/or the Architectural Control Committee shall give the Developer and/or the Architectural Control Committee the right immediately to foreclose upon such defaulting Owner's Title for such amount as may be set forth in ARTICLE FOUR hereof. A failure of the Developer or the Architectural Control Committee to enforce any of the rules, regulations, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer and the Architectural Control Committee (as the case may be) shall at any and all times have the right to enforce the same.

Section 24. No grantee or successor in title shall subdivide or convey less than the whole of any Lot without first obtaining the written consent of the Developer.

Section 25. Any construction on a Lot shall be finished on the outside within twelve (12) months from the issuance of the building permits therefor and be reasonably free of debris. Such Lot owner shall be responsible for cleaning any debris that may pass to adjoining properties.
Section 26. Whenever any of the foregoing covenants, reservations, agreements, rules or regulations provide for any approval, designation, determination, modification, consent or any other action by the Developer, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 27. The Developer may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in the Property.

ARTICLE THREE

Section 1. On or before the conveyance of the first Lot in the Property by the Developer, the Developer may cause to be formed an unincorporated association made up of the Owners of each Lot in the Property. Upon the formation of such Association, every Owner of a Lot in the Property shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one vote on each matter submitted to a vote of members for each Lot in the Property owned by him or it. Notwithstanding the foregoing, the Developer shall be entitled to one hundred one (101) votes for each Lot owned by him or on behalf of it in the Property. Where title to a Lot is in more than one person, each co-owner acting jointly shall be entitled to but one vote.

Section 2. The Association, by a two-thirds (2/3) vote by written action without a meeting or by majority vote at a duly called meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the operation of the Association.

Section 3. The Association shall be responsible for: (i) the care and maintenance of the landscaping and any structures located on the Common Areas, including without limitation, any detention area or pond for surface water, and (ii) real estate taxes and assessments which may be assessed against the Common Areas by public authorities.

Section 4. All expenses incurred by the Association shall be borne equally by each Owner of a Lot in the Property. A portion of such expenses allocable to each such Lot Owner in the Property shall be equal to the allocable expense times a fraction, the numerator of which is one (1) and the denominator of which is the number of Lots in the Property.

ARTICLE FOUR

Each and every Lot Owner in the Property shall be subject to an equal annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association in quarterly installments beginning on the first day of January of such year. The Association shall have a perpetual lien upon each of the Lots in the Property to secure the payment of the annual assessment due for such Lot, plus interest thereon at the rate of fifteen percent (15%) per annum from and after the due date thereof, plus costs of collection, and each such assessment shall also be the personal obligation of the Owner of each Lot within the Property at the time when the assessment falls due. Each assessment shall become a lien against the Lot for which such assessment is to be paid on the first day of the month in which it is due. In default of the payment of any assessment within sixty (60) days of its due date, the lien for said charge may be recorded against the Lot for which the assessment remains unpaid by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Fox Run Plat 5 Association claims a lien for unpaid annual assessments for the months in the amount of $ against the following described premises:

(insert legal description)

FOX RUN PLAT 5 ASSOCIATION

By President

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92 2833D06
STATE OF OHIO  

COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this day of 
April 19, 1999, by the President of FOX RUN PLAT 5 ASSOCIATION, an Ohio unincorporated 
association, on behalf of the association.

[Signature]
Notary Public

In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each defaulting LotOwner a lien for all interest due thereon plus its costs and expenses in that behalf, including title expense, court costs, attorney fees and disbursements. No Owner may waive or otherwise escape liability for the annual assessments provided for hereinby non-use of the Property or by abandonment of his Lot. Any Lot Owner shall notify the Association in writing at least ten (10) days prior to the sale or transfer of a Lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The aforesaid annual assessments to be levied against each Lot Owner shall be equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Property. The assessments shall be applied toward payment of the following costs and expenses:

(a) For the discharge of all obligations of the Association as set forth herein or as established by the Association;
(b) for legal and accounting services for the Association;
(c) the full amount of any taxes and assessments (including any assessment as determined by the Lucas County Engineer for the maintenance of the Detention Area) against the Common Areas whether such Common Area is then held in the name of the Developer or the Association;
(d) for the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the Owners of Lots in the Property; and
(e) for such other purposes as the Association shall deem to be in the best interests of the Lot Owners.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interest of the Lot Owners in the Property may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any Lot Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such Lot Owner's Association, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE FIVE

Upon conveyance of the final unadjudicated Lot in Fox Run, including any Lots within the Project Area, by the Developer, or at such earlier time as the Developer may elect, the Developer shall convey title to the Common Areas and all private roads, driveways, walkways and sidewalks, if any, located therein to the Association, subject to all assessments, licenses and other property interests affecting such areas at the time of such conveyance; provided, however, that at any time the Developer may convey any part of the Common Areas designated as Detention Area, or words of similar import, to any governmental agency or subdivision thereof.
ARTICLE SIX

Section 1. Each grantee of the Developer, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Developer and the Association, as each grantee hereby grants, created, reserved or declared and all restrictions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in the manner as if the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land in the Property, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in the Property or any Lots therein, regardless of how or in what manner said interest is acquired, until the first day of January 1, 2020, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2020 with the written approval of the then Owners of not less than two-thirds (2/3) of the Lots in the Property and with the consent of the Developer, which amendment shall become effective from and after filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving Lot Owners with the formalities required by law. These covenants and restrictions may be terminated after January 1, 2020, and may be amended or terminated thereafter with the written approval of the Owners of not less than one-half (1/2) of the Lots in the Property upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 4. Notwithstanding the provisions of Section 3 hereof, the Developer has reserved the right to grant easements at any time and from time to time, as provided herein in this Declaration, in the event the Developer so elects to grant easements pursuant hereto, each Lot Owner, by his acceptance of a deed to a Lot, agrees to cooperate and execute all documents necessary to effect the granting of such easements, in order to facilitate the granting of such easements, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer as its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to grant easements as provided herein. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

Section 5. The Developer shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.

Section 6. Developer presently contemplates the development of additional lands within the Project Area for single family purposes, or for common areas. Developer hereby reserves the right at any time within twenty (20) years from the date of this Declaration to amend this Declaration in such respects as Developer may deem advisable in order that such additional lands which may be developed by Developer may be annexed and be included as a part of the Lots subject to this Declaration or as a part of the Common Areas. Each owner of a Lot and his mortgage by acceptance of a deed conveying ownership of such Lot, or a mortgage encumbering the ownership of such Lot, thereby consents to and approves the provisions of this section including, without limiting the generality of the foregoing, the amendment of this Declaration in the manner above provided, and all such owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all acts as may be deemed by Developer to be necessary or proper to effectuate said provisions. Developer, by its execution and recording of this Declaration and the platting of Fox Run, Plat 3, does not represent or warrant that additional lands within the Project Area will be developed or that any final plans thereof will be filed.

Section 7. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and manner of violations or breaches that may occur.

Section 8. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such rules, regulations or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 9. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.
IN WITNESS WHEREOF, The Port Lawrence Title & Trust Company, Trustee has caused this Declaration to be signed by its President on the day and year first above written.

THE PORT LAWRENCE TITLE & TRUST COMPANY, Trustee

By: [Signature]

John A. Laskey, President

By: [Signature]

Margaret R. Laskey, Secretary

STATE OF OHIO

COUNTY OF LUCAS

BEFORE me, a Notary Public, in and for said County, personally appeared John A. Laskey, President and Margaret R. Laskey, Secretary, of said The Port Lawrence Title & Trust Company, Trustee, who acknowledged that they did sign said instrument as President and Secretary of said The Port Lawrence Title & Trust Company, Trustee, in behalf of said corporation and by authority of its Board of Directors; and said instrument is the voluntary act and deed of the said John A. Laskey and Margaret R. Laskey as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of September 1992.

[Signature]

Notary Public

This Instrument prepared by:

John W. Hilbert II, Esq.
Toldeo, Ohio 43604

-10-

C 92 2833D09
August 1, 1989

Miracle Development Corp.Parcel

A parcel of land being part of the Northwest quarter (1/4) of Section twenty-one (21), Town two (02), United States Reserve of Twelve Mile Square at the Foot of the Rapids of the Missi Lake Erie, in Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the Northeast corner of said Northwest quarter (1/4) of Section twenty-one (21); thence in a southerly direction along the East line of said Northwest quarter (1/4) of Section twenty-one (21) having an assumed bearing of South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West, a distance of one thousand three hundred thirty-four and nine hundredths (1334.09') feet to the intersection of the South line of the North half (1/2) of said Northwest (1/4) quarter of Section twenty-one (21), said point of intersection being the True Point of Beginning, said East line of the Northwest quarter (1/4) of Section twenty-one (21) also being the centerline of Holloway Road, as it now exists; thence continuing South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said East line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one hundred eighty-two and nineteen hundredths (182.19') feet to the intersection of a line drawn one hundred fifty and zero hundredths (150.00') feet northerly of and parallel with the South line of the North ten (10) acres of the Southeast quarter (1/4) of said Northwest quarter (1/4) of Section twenty-one (21); thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said line drawn one hundred fifty and zero hundredths (150.00') feet northerly of and parallel with the South line of the North ten (10) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of three hundred thirty and zero hundredths (330.00') feet westerly of and parallel with said East line of the Northwest quarter (1/4) of Section twenty-one (21); thence South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said line drawn three hundred thirty and zero hundredths (330.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of three hundred sixteen and ten hundredths (316.10') feet to the intersection of the South line of the North five (05) acres of the South ten (10) acres of the North twenty (20) acres of said Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21); thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said South line of the North five (05) acres of the South ten (10) acres of the North twenty (20) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of thirty and zero hundredths (30.00') feet to the intersection of a line drawn three hundred and zero hundredths (300.00') feet westerly of and parallel with said East line of the Northwest quarter (1/4) of Section twenty-one (21); thence South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said line drawn three hundred and zero hundredths (300.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one hundred sixty-six and eleven hundredths (166.11') feet to the intersection of said South line of the North twenty (20) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21); thence North eighty-nine (89)

Feller, Finch & Associates, Inc.
1633 Woodlawn Dr. • P.O. Box 68 • Maumee, Ohio 43537-0068
Engineers • Surveyors
FAX: (419) 893-2382
degree, forty-three (43) minutes, forty (40) seconds West along said South line of the North twenty (20) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one thousand eleven and twelve hundredths (1011.12') feet to the intersection of the West line of said Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21); thence South zero (00) degrees, sixteen (16) minutes, seven (07) seconds West along said West line of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of six hundred seventy-two and eleven hundredths (672.11') feet to the intersection of the South line of said Northwest quarter (1/4) of Section twenty-one (21); thence North eighty-nine (89) degrees, fifty (50) minutes, zero (00) seconds West along said South line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of six hundred fifty-five and forty-one hundredths (655.41') feet to the intersection of the West line of the East half (1/2) of the West half (1/2) of said Northwest quarter (1/4) of Section twenty-one (21); thence North zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds East along said West line of the East half (1/2) of the West half (1/2) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one thousand three hundred thirty-seven and seventy-two hundredths (1337.72') feet to the intersection of said South line of the North half (1/2) of the Northwest quarter (1/4) of Section twenty-one (21); thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said South line of the North half (1/2) of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one thousand nine hundred sixty-seven and twelve hundredths (1967.12') feet to the True Point of Beginning.

Said parcel of land containing an area of 1,593,605 square feet or 36.58 acres of land, more or less.

Excepting, however, the following five parcels -
A parcel of land being part of the Northwest quarter (1/4) of Section twenty-one (21), Town two (2), United States Reserve, Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the Northeast corner of said Northwest quarter (1/4) of Section twenty-one (21); thence in a southerly direction along the East line of said Northwest quarter (1/4) of Section twenty-one (21), having an assumed bearing of South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West, a distance of one thousand nine hundred sixty-eight and forty-eight hundredths (1980.48') feet to the intersection of the North line of the Northwest quarter (1/4) of Section twenty-one (21); thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said South line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of three hundred and zero hundredths (300.00') feet to the intersection of a line drawn three hundred and zero hundredths (300.00') feet westerly of and parallel with said South line of the Northwest quarter (1/4) of Section twenty-one (21); said point of intersection being the True Point of Beginning; thence continuing North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said South line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of seven hundred seventy-eight and sixty-seven hundredths (771.67') feet to a point, said South line of the Northwest quarter (1/4) of Section twenty-one (21) also being the Northeast line of Sawyer Run Plat as recorded in Volume 75, Page 3, Lucas County Plat Records; thence North zero (00) degrees, sixteen (16) minutes, twenty (20) seconds East along said line, a distance of one hundred forty-four and zero hundredths (140.00') feet to the intersection of a line drawn one hundred forty-four and zero hundredths (140.00') feet northerly of and parallel with said South line of the Northwest quarter (1/4) of Section twenty-one (21); thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said line drawn one hundred forty-four and zero hundredths (140.00') feet northerly of and parallel with the South line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of ten and thirty-three hundredths (10.33') feet to a point; thence North zero (00) degrees, sixteen (16) minutes, twenty (20) seconds East along said line, a distance of two hundred and zero hundredths (200.00') feet to the North line of the Northwest quarter (1/4) of Section twenty-one (21); thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said line drawn three hundred forty-four and zero hundredths (340.00') feet northerly of and parallel with the South line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one hundred seventy-three and eighty-eight hundredths (173.88') feet to the intersection of a line drawn three hundred thirty and zero hundredths (330.00') west of and parallel with said East line of the Northwest quarter (1/4) of Section twenty-one (21); thence South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said line drawn three hundred thirty and zero hundredths (330.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one hundred seventy-three and eighty-eight hundredths (173.88') feet to the intersection of a line drawn three hundred and zero hundredths (300.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section twenty-one (21); thence South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said line drawn three hundred and zero hundredths (300.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section twenty-one (21), a distance of one hundred sixty-six and eleven hundredths (166.11') feet to the True Point of Beginning.

Said parcel of land containing an area of 261.620 square feet or 6.01 acre(s) of land, more or less.
A parcel of land being part of the Northwest quarter (1/4) of Section Twenty-one (21), Town Two (2) United States Reserve, Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the westerly Plat line of Fox Run Plat 1 as recorded in Volume 125, Page 56, Lucas County Plat Records, with the South line of North twenty (20) acres of the Southeast quarter (1/4) of said Northwest quarter (1/4) of Section 21, said Point of Beginning being the westerly lot corner of Lot 11 in said Fox Run Plat 1; thence in a westerly direction along said South line of the North twenty (20) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section 21 having an assumed bearing of North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West, a distance of two hundred thirty-two and forty-four hundredths (232.44') feet to the intersection of the West line of said Southeast quarter (1/4) of the Northwest quarter (1/4) of Section 21; thence South zero (00) degrees, sixteen (16) minutes, seven (07) seconds West along said West line of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section 21, a distance of three hundred twelve and eleven hundredths (312.11') feet to a point; thence North eighty-eight (88) degrees, forty-four (44) minutes, thirty-nine (39) seconds West along a line, a distance of three hundred fifteen and fifty-four hundredths (315.54') to the intersection of a line three hundred forty and zero hundredths (340.0') feet easterly of and parallel with the West line of the East half (1/2) of the West half (1/2) of said Northwest quarter (1/4) of Section 21; thence North zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds East along said line drawn three hundred forty and zero (340.00') feet easterly of and parallel with the West line of the East half (1/2) of the West half (1/2) of the Northwest quarter (1/4) of Section 21; a distance of five hundred forty-nine and fifty-six hundredths (549.56') feet to a point; thence North twenty-three (23) degrees, twenty-two (22) minutes, twenty-five (25) seconds West along a line, a distance of eighty-five and sixteen hundredths (85.16') feet to a point; thence North sixty-eight (68) degrees, fifteen (15) minutes, forty-two (42) seconds East along a line, a distance of fifty and seventeen hundredths (50.17') feet to the intersection of the westerly extension of the northerly Plat line of said Fox Run Plat 1; thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said westerly extension of the northerly Plat line of Fox Run Plat 1, a distance of four hundred fifty-seven and eighty-one hundredths (457.81') feet to the intersection of the westerly Plat line of said Fox Run Plat 1, said point of intersection being the northerly lot corner of Lot 10 in said Fox Run Plat 1; the following three (3) courses follow on and alig said westerly Plat line of Fox Run Plat 1; thence South zero (00) degrees, sixteen (16) minutes, twenty (20) seconds West, a distance of two hundred and zero hundredths (200.00') feet; thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East, a distance of ten and thirty-three hundredths (10.33') feet; thence South zero (00) degrees, sixteen (16) minutes, twenty (20) seconds West, a distance of one hundred forty and zero hundredths (140.00') feet to the Point of Beginning.

Said parcel of land containing an area of 279,520 square feet or 6.42 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements or restrictions of record.
A parcel of land being part of the Northwest quarter (1/4) of Section 21, Town 2 in the United States Reserve in Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the northeast corner of said Northwest quarter (1/4) of Section 21, thence in a southerly direction along the East line of said Northwest quarter (1/4) of Section 21 having an assumed bearing of South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West, a distance of one thousand three hundred thirty-four and nine hundredths (1,334.09') feet to the intersection of the easterly extension of the southerly Plat line of Courtyard of Holloway Road Plat 1, as recorded in Volume 119, pages 94 and 95, Lucas-County Plat Records, said point of intersection being the True Point of Beginning, said East line of the Northwest quarter (1/4) of Section 21 being the centerline of Holloway Road, as it now exists; thence continuing South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said East line of the Northwest quarter (1/4) of Section 21, a distance of one hundred eighty-two and eighteen hundredths (182.18') feet to the intersection of a line drawn one hundred fifty and zero hundredths (150.00') feet northerly of and parallel with the South line of the North ten (10) acres of the Southeast quarter (1/4) of said Northwest quarter (1/4) of Section 21; thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said line drawn one hundred fifty and zero hundredths (150.00') feet northerly of and parallel with the South line of the North ten (10) acres of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section 21, a distance of one hundred sixty-five and zero hundredths (165.00') feet to the intersection of a line drawn one hundred sixty-five and zero hundredths (165.00') feet westerly of and parallel with said East line of the Northwest quarter (1/4) of Section 21; thence South zero (00) degrees, seventeen (17) minutes, forty (40) seconds West along said line drawn one hundred sixty-five and zero hundredths (165.00') feet westerly of and parallel with the East line of the Northwest quarter (1/4) of Section 21, a distance of one hundred forty-two and twenty-one hundredths (142.21') feet to the intersection of the northerly Plat line of Fox Run Plat 1, as recorded in Volume 125, Page 96, Lucas County Plat Records; thence North eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds West along said northerly Plat line of Fox Run Plat 1, a distance of six hundred thirteen and ninety-four hundredths (613.94') feet to a point; thence North zero (00) degrees, sixteen (16) minutes, twenty-seven (27) seconds East along a line, a distance of two hundred forty and forty hundredths (240.40') feet to the intersection of a line drawn two hundred forty and forty hundredths (240.40') feet northerly of and parallel with said northerly Plat line of Fox Run Plat 1; thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said line drawn two hundred forty and forty hundredths (240.40') feet northerly of and parallel with the northerly Plat line of Fox Run Plat 1, a distance of five and sixty-three hundredths (5.63') feet to a point; thence North zero (00) degrees, sixteen (16) minutes, twenty (20) seconds East along a line, a distance of one hundred twenty and zero hundredths (120.00') feet to the intersection of said southerly Plat line of Courtyard of Holloway Road Plat 1; thence South eighty-nine (89) degrees, forty-three (43) minutes, forty (40) seconds East along said southerly Plat line of Courtyard of Holloway Road Plat 1 and along said easterly extension of the southerly Plat line of the Courtyard of Holloway Road Plat 1, a distance of one hundred thirty-eight and forty-four hundredths (938.44') feet to the True Point of Beginning.

Said parcel of land containing an area of 258,624 square feet or 5.94 acres of land, more or less. Subject to legal highway.

The above described parcel of land is subject to any and all leases, easements, and restrictions of record.
Parcel 4

Fox Run Plat Four, of which this is a correct plat, is laid out on and comprises all that part of the East half (1/2) of the West half (1/2) of the Northwest quarter (1/4) of Section 21, Town 2, United States Reserve, Springfield Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the intersection of the South line of the Northwest quarter (1/4) of said Section 21 and the Westerly line of the plat of Sawmill Run Plat One, a subdivision in Springfield Township, as recorded in Volume 75, page 3, Lucas County plat records; then North eighty-nine (89) degrees, fifty (50) minutes, two (02) seconds West, along the South line of the Northwest quarter (1/4) of said Section 21, a distance of six hundred fifty-five and seventeen hundredth (655.17) feet to a point; thence North zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds East, along the West line of the East half (1/2) of the West half (1/2) of the Northwest quarter (1/4) of said Section 21, a distance of six hundred forty-six and zero hundredth (646.00) feet to a point; thence South eighty-nine (89) degrees, forty-four (44) minutes, thirty-nine (39) seconds East, a distance of one hundred forty and zero hundredth (140.00) feet to a point; thence North zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds East, a distance of thirty-five and zero hundredth (35.00) feet to a point; thence South eighty-nine (89) degrees, forty-four (44) minutes, thirty-nine (39) seconds East, a distance of two hundred and zero hundredth (200.00) feet to a point on the Westerly line of the plat of Fox Run Plat Two, a subdivision in Springfield Township as recorded in Volume 128, page 41, Lucas County plat records; thence South zero (00) degrees, fifteen (15) minutes, twenty-one (21) seconds West, along said Westerly line of the plat of Fox Run Plat Two, a distance of three hundred fourteen and forty-five hundredth (314.45) feet to the Southwest corner of said plat; thence South eighty-eight (88) degrees, forty-four (44) minutes, thirty-nine (39) seconds East, along the Southerly line of the said plat of Fox Run Plat Two, a distance of three hundred fifteen and thirty-three hundredth (315.33) feet to a point on the Westerly line of said plat of Sawmill Run Plat One; thence South zero (00) degrees, sixteen (16) minutes, twenty-seven (27) seconds West, along the Westerly line of the said plat of Sawmill Run Plat One, a distance of three hundred sixty and two hundredth (360.02) feet to the point of beginning. Containing 7.828 acres of land more or less.
Parcel S

Fox Run Plat Five, of which this is a correct plat, is laid out on and comprises all that part of the northwest 1/4 of Section 2, Town 2, United States Reserve, Springfield Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the northwest corner of the plat of Fox Run Plat Three, a Subdivision in Springfield Township, as recorded in Volume 128, page 23, Lucas County Plat Records; thence S-00°-16'-20"-N, along the westerly line of said plat of Fox Run Plat Three a distance of 120.00 feet to a point on the northerly line of Woodshire Lane; thence N-89°-43'-40"-W, along the northerly line of Woodshire Lane, a distance of 5.63 feet to a point; thence S-00°-16'-20"-N, along the westerly line of said plat of Fox Run Plat Three, a distance of 204.40 feet to the southwesterly corner of said Fox Run Plat Three, said point also being on the northerly line of the plat of Fox Run Plat One, a Subdivision in Springfield Township recorded in Volume 125, page 56, Lucas County Plat Records; thence N-89°-43'-40"-W, along the northerly line of said plat of Fox Run Plat One and the northerly line of the Plat Fox Run Plat Two, a Subdivision in Springfield Township recorded in Volume 128, page 41, Lucas County Plat Records, a distance of 603.00 feet to a point; thence N-00°-16'-20"-E, a distance of 180.00 feet to a point; thence S-89°-43'-40"-E, a distance of 46.86 feet to a point; thence N-00°-16'-20"-E, a distance of 144.00 feet to a point on the southerly line of the Plat of Courtyard of Holloway Road Plat One, a Subdivision in Springfield Township recorded in Volume 119, pages 94 and 95, Lucas County Plat Records; thence S-89°-43'-40"-E along the southerly line of the Plat of Courtyard of Holloway Road Plat One, a distance of 561.77 feet to the point of beginning. Containing 4.35 acres of land more or less.
ASSIGNMENT OF DEVELOPMENT RIGHTS

KNOW ALL MEN BY THESE PRESENTS: That MIRACLE DEVELOPMENT CORP., an Ohio corporation (hereinafter called "Assignor"), in consideration of One Dollar ($1.00) and other good and valuable consideration paid by FORBES-HEERLE, INC., an Ohio corporation (hereinafter called "Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all right, title, interest and privileges which Assignor has and may have as Developer of Fox Run, Plats 1 through 6, inclusive, as provided for in the Declaration of Easements, Covenants and Restrictions for each plat of Fox Run (individually a "Declaration" and collectively the "Declarations"), such Declaration recorded as follows:

Plat 1 Recorded September 26, 1989 at Microfiche 89-416A01 and recorded on April 30, 1990 at Microfiche 90-131B06;

Plat 2 Recorded November 9, 1990 at Microfiche 90-1511B11;

Plat 3 Recorded November 9, 1990 at Microfiche 90-1512A01, as amended by instrument recorded January 16, 1991 as Microfiche 91-0050E09;

Plat 4 Recorded April 7, 1992 at Microfiche 92-1009A01, as amended by instrument recorded May 27, 1992 at Microfiche 92-152B009;

Plat 5 Recorded October 2, 1992 at Microfiche 92-2833E05; and

Plat 6 Recorded April 23, 1993 at Microfiche 93-1077C12;

including without limitation the right to appoint the Architectural Control Committee as provided for in Article 2, Section 1 of the Declarations, the right to enforce the Declarations as provided for in Article 2, Section 23 of each Declaration, and the right to construe and interpret the Declarations as provided for in Article 6, Section 5 of each Declaration.

IN WITNESS WHEREOF, Miracle Development Corp. Assignor, has hereunto set its hand as of this 28 day of June, 1995.

MIRACLE DEVELOPMENT CORP.,

By: [Signature]

Date: [Signature]

[Signature]
In consideration of the foregoing assignment, Assignee covenants and agrees to hold Assignor harmless from any claims, demands and causes of action occurring after the date hereof with respect to the exercise by Assignee of all rights as the Developer acquired hereunder.

FORRESTER-WEHRLE, INC.

By [Signature]
Sec.-Treas.

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of June, 1995, by Miracle Development Corp., an Ohio corporation, by Abe Leidman President, who acknowledged the signing thereof to be its voluntary act and deed for the uses and purposes stated herein, and the voluntary act and deed of Abe Leidman, President, on behalf of the corporation.

John W. Hilbert II, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date, Section 147.03 R.C.

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 27th day of June, 1995, by Forrester-Wehrle, Inc., by [Signature], Secretary-Treasurer, who acknowledged the signing thereof to be its voluntary act and deed for the uses and purposes stated herein, and the voluntary act and deed of [Signature], Secretary-Treasurer, on behalf of the corporation.

John W. Hilbert II, Esq.
Toledo, Ohio 43604

This Instrument Prepared By:

RECEIVED & RECORDED
JUN 16 1995 4:10PM

SUE RIOLO
RECORDELLUCAS C.ITY,OHIO

95 1154A02
ASSIGNMENT OF DEVELOPMENT RIGHTS

KNOW ALL MEN BY THESE PRESENTS: That Forrester & Wehrle, Inc., an Ohio Corporation ("Assignor"), in consideration of One Dollar ($1.00) and other good and valuable consideration paid by Pondera Fine Homes, Inc. ("Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all right, title, interest and privileges which Assignor has and may have as Developer of Fox Run, Plat 5 as provided for in the Declaration of Easements, Covenants and Restrictions for FOX RUN, PLAT 5 recorded with the Records of the Lucas County Recorder at Microfiche 92-2833C12 and 92-2833D01 through 92-2833E09. E05

Including without limitation the right to appoint the Architectural Control Committee as provided in Article 2, Section 1 of the Declarations, the right to enforce the Declarations as provided for in Article 2, Section 23 of each Declaration, and the right to construe and interpret the Declarations as provided for in Article 6, Section 5 of each Declaration.

This Assignment is intended to assign all rights of Assignor as received in an Assignment of Development Rights dated June 5, 1995 and recorded on June 16, 1995 with the Records of the Lucas County Recorder at Microfiche 95-1154A01 - 951154A02.

IN WITNESS WHEREOF, Richard A. Wehrle, President of Forrester & Wehrle, Inc. has executed this document on behalf of the Assignor this 2nd day of January, 1997.

[Signature]
SUNNY TERRA

FORRESTER & WEHRLE, INC.

By: Richard A. Wehrle, PRES
Richard A. Wehrle, President

STATE OF OHIO } ss:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 2nd day of January, 1997 by Richard A. Wehrle, President of Forrester & Wehrle, Inc. who acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes stated herein on behalf of the corporation.

[Signature]
Notary Public

97 3343C08
In consideration of the foregoing assignment, Fornwald Fine Homes, Inc. accepts the within assignment and agrees to hold Assignor harmless from any claims, demands and causes of action occurring after the date hereof with respect to the exercise by Assignee of all rights as the developer acquired hereunder.

IN WITNESS WHEREOF, Lawrence E. Fornwald, President of Fornwald Fine Homes, Inc. has executed this document on behalf of the Assignor this 16th day of October, 1997.

Matthew J. Fornwald

By: ____________________________
    Lawrence E. Fornwald, President

Barbara J. Berry
STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 16th day of October, 1997, by Lawrence E. Fornwald, President of Fornwald Fine Homes, Inc. who acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes stated herein on behalf of the corporation.

Barbara J. Berry
Notary Public

This instrument prepared by:

Thomas R. Furey, Esq.
2255 W. Laskey Rd.
Toledo, OH 43613
Phone: 419-473-1346
Fax: 419-473-0218

RECEIVED & RECORDED
NOV 12 1997 3PM
SUERIOUX
RECORD, LUCAS COUNTY OHIO

Fornwald Fine Homes Inc.
8336 Purvis Rd. #19
Ludington, Michigan 49431