This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to Plat 6 of Fox Run, consisting of lots 84 through 98, 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 12th day of April 1993.

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 84 through 98, inclusive, and Lot A in Fox Run Plat 6, 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 covenants and rights in, over and to the Property, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof.

NOW, THEREFORE, in consideration of these premises and of the enhancement in value of the Property, 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 prohibition) 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 84 through 98 in Fox Run Plat 6 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.

(e) "DECLARATION" shall mean this Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictions covenants, conditions and agreements referred to herein.

(f) "DEVELOPER" shall mean and refer to Miracle Development Corp., an Ohio corporation.
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 specification 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 said Lot. All plans specifications shall be prepared by a 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 to 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 shall conform to the 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 detail 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. Entrances and windows
5. Parking areas
6. Type of main, 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

B. Standards and guidelines for open space and public and private ways including:

1. Set-back 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 sounding
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 6 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 interest.

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
limitations) sidewalks (not driveways), 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 cause such mailbox and/or sidewalks to be constructed at the sole cost and expense of the Lot Owner and the expense shall include construction costs plus fifteen percent (15%) as 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, with the site grading plan prescribed by the Lucas County Engineer, to 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, allowed or suffered to remain upon said Lots 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 covered with 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 law and must first be 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 general conditions pertaining thereto and said consent may name. 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 lot line of Lots 90 or more, and Lot A and has planted shrubbery in the area immediately adjacent to said fence. It shall be the duty of each Lot Owner, at his expense, and (and the Association as to Lot A) to keep and maintain the fence located on his Lot in good condition and repair and to make all necessary replacements therefor and to use good horticultural practices in the care of all shrubbery located on his Lot, 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, care, maintenance and replanting as shall be deemed necessary, at the sole 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, or any affiliate thereof, 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 address. 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 abutting a paved street nor shall any basketball court exceed twenty (20) by twenty (20) feet in area.

Section 12. Except for Lot A, 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 members, 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 Lot A as 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 ninety-eight (98).

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, as now established, as shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications for said Structure. No sidewalk, driveway, walkway, access way, roadway or parking area shall be placed, removed, altered or otherwise so as to interfere with the Building Setback Line as herein set forth, or as determined 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 is hereby conditioned.

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, nor grains 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 easements for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision 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 appurtenances and appurtenances in, through, under and/or upon 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 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 easement, driveway easement, drainage easement, sanitary easement, sewer easement, access way, parking and sidewalk easement, walkway easement, private roadway easements, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, mail pick-up and distribution, 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 appurtenances 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, driveway 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, over or 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, driveways, drainage facilities, sewer facilities, access ways, parking areas, sidewalks, private roadway 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 at any portion of a Lot. No well for gas, water, oil or other substance, shall be dug 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

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Section 18. No animals, rabbits, or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any Lot, nor shall there be any dog run, kennel 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 hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. Footing, 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 or breach of any of the rules, regulations, rights, reservations, limitations, agreements, 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 intent 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 to place a lien upon such defaulting Owner’s Lot for such amounts as 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 or on behalf of it in the Property. Where title to a Lot is in more than one person, such co-owners 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, subject however to reimbursement from the Fox Run Plats 1, 2, 3, 4, and 5 Associations for any expenses as to Lot A, for (i) the care and maintenance of the landscaping and any structures located on Lot A or 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 Lot A and 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. That 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 such lien shall also be the personal obligation of the Owner of each Lot within the Property at the time when the assessment fell 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 Recorders:

NOTICE OF LIEN

Notice is hereby given that Fox Run Plats 6 Association claims a lien for unpaid annual assessments for the months described premises:

(Insert legal description)

FOX RUN PLAT 6 ASSOCIATION

By ____________________________ President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of

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19__ by ________________________, President of FOX RUN PLAT 6 ASSOCIATION, an Ohio unincorporated association, on behalf of the association.

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 Lot 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 herein by non-use of the Property or by abandonment of this 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 Lot A in the Detention Area) against the Common Areas whether such Common Areas are 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 unsold lot in Fox Run, 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 roadways, driveways, walkways and sidewalks, if any, located therein to the Association, subject to all easements, 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 Lot A or 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 the case may be, created or reserved by this Declaration or by Plat or Deed restrictions herefore recorded, and all easements, rights, benefits, and privileges of every character heretofore granted, created, reserved or declared and all impositions 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 like 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 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 easement, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer his and/or 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. [INTENTIONALLY DELETED]

Section 7. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number 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

Witnesses:

Mary Decaros

By: [Signature]

John A. Laskey, President

By: [Signature]

Norgrenot, Attorneys

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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 align 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 that 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 24 day of April 1993.

[Signature]

Notary Public

STACY SACCUCI
Notary Public. State of Ohio
My Commission Expires 11-4-96

This instrument prepared by:
John W. Hilbert II, Esq.
Toledo, Ohio 43664
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 FORRESTER-WEHRLE, 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 92-1528D09;

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

Plat 6  Recorded April 23, 1993 at Microfiche 93-1027C12,

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 5th day of June, 1995.

MIRACLE DEVELOPMENT CORP.

[Signature]

Abe Leiderman, President
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]

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5/28 day of June 1995, by Miracle Development Corp., an Ohio corporation, by Abe Leiderman, 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 Leiderman, President, on behalf of the corporation.

[Signature]
Notary Public

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5/28 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.

[Signature]
Notary Public

This Instrument Prepared By:
John W. Hilbert II, Esq.
Toledo, Ohio 43604

[Signature]

RECEIVED & RECORDED
JUN 16 1995

SUE RIoux
RECORDER LUCAS COUNTY, OHIO

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