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DECLARATION OF COVENANTS, CHARGES AND LIENS

MEADOWOOD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on this 29th of January, 1990, by and between TWIN MEADOWS DEVELOPMENT COMPANY (hereinafter referred to as DEVELOPER) and MEADOWOOD HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the ASSOCIATION), Developer and the Association are both of 10800 Brookpark Road, Cleveland, Ohio, 44130.

WITNESSETH:

WHEREAS, Developer holds legal title to the real property referred to in Article II, Section 1 of this Declaration and desires to install, maintain, alter and remove landscaping within the Landscape Easement described in Exhibit "A" attached hereto and made a part hereof, and to this end, desires to subject said real property to the covenants, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said real property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Meadowood Subdivision in Twinsburg, Ohio, to create an agency to which should be delegated and assigned the powers of installing, maintaining, altering and removing landscaping within the Landscape Easement described in Exhibit "A", collecting and disbursing the assessments and charges hereinafter created, and administering and enforcing restrictions set forth in the Meadowood Subdivision Declaration of Restrictions recorded in Volume 7452, Page 870 of Summit County Records and amended in Volume 7494, Page 674 and Volume OR 366, Page 94, of Summit County Records; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, MEADOWOOD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it herein .

NOW, THEREFORE, Developer declares that the real property referred to in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, charges and liens hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns, and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

OR-417-701

OR 417- 702

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ARTICLE I
DEFINITIONS

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

(a) The "Association" shall mean and refer to MEADOWOOD HOMEOWNERS ASSOCIATION, INC.

(b) "City" shall mean and refer to the City of Twinsburg, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to this Declaration that the City is and shall continue to be a third party beneficiary to, and has the authority to administer and enforce these covenants, charges and liens.

(c) "Declaration" shall mean and refer to this Declaration of Covenants, Charges and Liens and any supplements or amendments thereto.

(d) "Developer" shall mean and refer to Twin Meadows Development Company, its successors and assigns.

(e) "Lot" shall mean and refer to any subdivision of land of the Properties.

(f) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section 1 of this Declaration.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Twinsburg, Ohio, and is described in Exhibit "B" attached hereto and made a part hereof.

Section 2 - Landscape Easement. The Landscape Easement described in Exhibit "A" attached hereto covers a portion of the Properties along State Route 91.

Section 3 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 4 - Additional Land. The record owner of any land described in Exhibit "C" attached hereto and made a part hereof shall have the right, but not the obligation, to have the land added to the Properties and to become a member of the Association and pay the assessments and charges set forth in this Declaration. If the owner of any land described in Exhibit "C" desires to have the land added to the Properties, the owner shall so notify Developer in writing. Developer shall add the land to the Properties by written amendment to this Declaration, which amendment shall be signed by the owner and Developer. Accordingly, Developer, its successors and assigns, reserves the right to add all or any of the land described in Exhibit "C" to the Properties by amendment duly executed and recorded with the Recorder of Summit County without any action by the Association or its membership.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I with the exception of Developer. Class A members shall be entitled to one vote for each Lot in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be Developer and shall be entitled to three votes for each Lot owned in the Properties, provided that the Class B membership shall cease and become converted to Class A membership as soon as the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in the Properties owned by it.

For the purpose of determining votes allowed under this Section as to land of the Properties which is to be subdivided, but which has not been subdivided as of the date of this Declaration, the number of Lots shall be based on the Preliminary Development Plan dated September, 1988 and approved by the Twinsburg Planning Commission on October 16, 1989, subject to any future revisions thereof.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV
RIGHTS IN THE LANDSCAPE EASEMENT

Section 1 - Landscape Easement Rights. The rights of the Grantee under the Landscape Easement shall be assigned and transferred to the Association at such time as, in the opinion of Developer, the Association is able to maintain the landscaping, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that rights to the Landscape Easement shall be assigned and transferred not later than January 1, 1991.

Sunrise Development Co., an affiliate of Developer, shall have the duty to maintain the landscaping within the Landscape Easement until the Landscape Easement is transferred to the Association as provided in the preceding paragraph. Thereafter, it shall be the duty of the Association to install, maintain, alter and remove landscaping within the Landscape Easement. Maintenance under the Landscape Easement shall include, without limitation, grass cutting, fertilization, planting, mulching, maintaining beds and pruning.

ARTICLE V
COVENANT FOR ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment. With the exception of Developer, each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used for the purposes of installing, maintaining, altering and removing landscaping within the Landscape Easement, paying management fees and administering and enforcing the Meadowood Subdivision Declaration of Restrictions and Amendments thereto.

Section 3 - Basis of Annual Assessments. The annual assessments shall commence on January 1, 1991. Commencing on such date, the annual assessment shall be \$30.00 per Lot. The assessment shall remain constant during the first two (2) years and thereafter the Board of Trustees of the Association, after consideration of costs and future needs of the Association, may fix the assessment for any year at a greater or lesser amount. No assessments or fees shall be levied against Lots or land held by Developer.

Section 4 - Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any improvement or unexpected repair or replacement, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees.

The assessments set out above are enforceable under Article V, Section 7 of this Declaration.

Section 5 - Date of Commencement of Assessments. The annual assessments provided for herein shall commence on January 1, 1991. The annual assessments for any year, including the first year, shall become due and payable on the first day of March of said year. The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 6 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 - Effect of Non-Payment of Assessment: Personal Obligation of the Owner: The Lien, Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

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

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

OR 417- 706

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

Section 8 - Exempt Property. The following property subject to this Declaration shall be exempted from the charges, assessments and liens created herein: (a) Land within the Landscape Easement; (b) All land exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption; and (c) Lots or land owned by Developer.

ARTICLE VI
GENERAL PROVISIONS

Section 1 - Duration. The covenants, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of this Declaration, after which time said covenants, charges and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate said covenants, charges and liens. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these covenants, charges and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

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Section 5 - Assignability. Developer, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of Developer's rights, title and interest under this Declaration, provided that such transferees, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Summit County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Class B membership shall cease and become converted to Class A membership as described in Article III, Section 2, Developer, or Developer's designated successors or assigns, shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After Class B membership shall cease and become converted to Class A membership, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 per cent of the membership present at meetings at which quorums were present in person or by proxy.

(c) In addition to the above, Developer and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

Section 7 - Special Amendment. Either Developer or the Association shall have the right and power to authorize and record a special amendment to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and to the Board of Trustees of the Association to make a special amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer and to the Board of Trustees of the Association to vote in favor or make and record special amendments.

Section 8 - Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

OR 417- 707

OR 417- 708

-8-

IN WITNESS WHEREOF, Developer and the Association have hereunto set their hands at Cleveland, Ohio the date and year first above written.

Signed and acknowledged in the presence of:

TWIN MEADOWS DEVELOPMENT COMPANY, a partnership

BY: TWIN SOM DEVELOPMENT, INC., a partner

Carol M. Lator
Diane Parsons

By: Sam H. Miller
Sam H. Miller,
Vice President

BY: TWIN ACRES DEVELOPMENT CORP., a partner

Bill Frank
Bill Frank

By: Irwin M. Frank
Irwin M. Frank, Secretary

MEADOWOOD HOMEOWNERS ASSOCIATION, INC.

Larry J. Whitson
John M. Lator
Larry J. Whitson
John M. Lator

By: Robert L. Dyer
Robert L. Dyer, President

And By: Carol A. Moscarino
Carol A. Moscarino, Secretary

STATE OF OHIO)
CUYAHOGA COUNTY) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by Twin Som Development, Inc., by Sam H. Miller, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 29th day of January, 1990.

Joan M. Sauer
Notary Public

JOAN M. SAUER, Notary Public
STATE OF OHIO, My Comm. Expires 12/31/91

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by Twin Acres Development Corp., by Irwin M. Frank, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 29 day of January, 1990.

Erica D. Ames
Notary Public ERICA D. AMES
Notary Public - State of Ohio, Cuy. Co.
My Commission Expires May 23, 1994

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named MEADOWOOD HOMEOWNERS ASSOCIATION, INC., by Robert L. Dyer, its President, and Carol A. Moscarino, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 29th day of January, 1990.

Joan M. Sater
Notary Public
JOAN M. SATER, Notary Public
STATE OF OHIO - Cuyahoga County
My Commission Expires Feb. 3, 1991

This Instrument Prepared By: ...
Twin Meadows Development Company

MEDHOADC

EXHIBIT ~~OR~~ 417-710

COUNTY OF SUMMIT
RECEIVED & RECORDED

MAIL TO:

525447

89 OCT 11 AM 10:22

O.R. ~~341~~ ~~PG. 115-48~~

RALPH JAMES - RECORDER

FEE \$ 18.⁰⁰

RECORDED
INDEXED
OCT 11 1989

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD)

~~OR 341-415~~

LANDSCAPE EASEMENT

10392
JS/10392-EA.txt

OR 341-416

Mail to:
MIDLAND TITLE BOX
Order No. 2-27537 Acc

LANDSCAPE EASEMENT

TWIN MEADOWS DEVELOPMENT COMPANY, an Ohio partnership, the Grantor, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction of SUNRISE DEVELOPMENT CO., an Ohio corporation, the Grantee, whose principal place of business is at 10800 Brookpark Road, Cleveland, Ohio 44130, does hereby give, grant, bargain, and convey unto the Grantee, its successors and assigns, a perpetual easement upon, over, across, and through the premises described in Exhibit A attached hereto and made a part hereof and shown in Exhibit B attached hereto and made a part hereof. The easement shall be for the installation, maintenance, alteration, and removal of landscape items, including without limitation, bushes, flowers, grass, shrubs, and trees. No landscape items shall be installed, maintained, altered, or removed in the premises except by the Grantee, its successors and assigns.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that at and until the ensembling of these presents, the Grantor is well seized of the premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the premises in the manner and form as above written.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 22nd day of September, 1989.

Signed and acknowledged
in the presence of:

TWIN MEADOWS DEVELOPMENT COMPANY,
a partnership

By: TWIN SOM DEVELOPMENT, INC.,
a partner

By: [Signature]
Sam H. Miller, Vice President

By: TWIN ACRES DEVELOPMENT CORP.,
a partner

By: [Signature]
Twin M. Frank, Secretary

[Signature]
[Signature]

[Signature]
[Signature]

T.N.A.
10-4-89
Construction Department
of the City Clerk

TRANSFERRED

OCT 4 - 1989

16:102

JAMES B. MCCARTHY
COUNTY AUDITOR

TRANSFERRED IN COMPLIANCE WITH	
EXEMPT 019.002 REV. CODE	
\$	FEE
Consideration	BY
JAMES B. MCCARTHY	<u>[Signature]</u>
County Auditor	Deputy Auditor

OR 417-711

LANDSCAPE EASEMENT

OR 417- 712

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by TWIN SOM DEVELOPMENT, INC., by Sam H. Miller, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of September, 1989.

Joan M. Sater
Notary Public

JOAN M. SATER, Notary Public
STATE OF OHIO - Cuyahoga County
My Commission Expires Feb. 3, 1991

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by TWIN ACRES DEVELOPMENT CORP., by Irwin M. Frank, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 20th day of September, 1989.

Irwin M. Frank
Notary Public

IRWIN M. FRANK, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.05-1 C.

COUNTY OF CUYAHOGA
No. #3348
CERTIFICATE OF RECORDATION
FILED 9-20-89
RECORDED 11/11/89
10/4/89

OR 341- 417

LANDSCAPE EASEMENT

OR 341-418

AMERITRUST COMPANY N.A., mortgagee with respect to the premises,
hereby consents to the granting of the easement described herein.

Signed and acknowledged
in the presence of:

Claudia Kull
Mary Ann Kuznik
Claudia Kull
Mary Ann Kuznik

AMERITRUST COMPANY N.A.

By: [Signature]
Robert A. Jones, Vice President
By: [Signature]
Carlos Molina,
Commercial Bank Officer

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS:

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named AMERITRUST COMPANY N.A., by Robert A.
Jones, its Vice President, and Carlos Molina, its Commercial Bank Officer,
who acknowledged that they did sign the foregoing instrument and that the
same is the free act and deed of said corporation and the free act and deed
of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Cleveland, Ohio, this 29th day of September, 1989.

Mary Ann Kuznik
Notary Public

MARY ANN KUZNIK
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 9-19-90

This Instrument Prepared by:
Sunrise Development Co.
10800 Brookpark Road
Cleveland, Ohio 44130

OR 417-713

EXHIBIT A

Landscape Easement Area
Meadowood Subdivision
Twinsburg, Ohio
Parcel 1

OL RHD
7/19/89
September, 1989

LEGAL DESCRIPTION

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being part of Sublots 6 and 7 in the Meadowood Subdivision No. 1 of part of Original Twinsburg Township Lot 1, Tract 2 as recorded in "Plat Cabinet E" Slide Number 42 and 43 of Summit County Records and part of Original Twinsburg Township Lot 1, Tract 2, and bounded and described as follows:

Beginning in the centerline of Darrow Road (S.R. 91), 80 feet wide at its intersection with the centerline of Meadowood Boulevard, 80 feet wide;

Thence North 0 degrees 33 minutes 39 seconds East along the centerline of Darrow Road, 80.00 feet to a point;

Thence North 89 degrees 26 minutes 21 seconds West, 40.00 feet to a point of curvature in the westerly line of Darrow Road at the northerly turnout to Meadowood Boulevard, and the principal place of beginning of the parcel herein described;

Thence southwesterly along the northerly turnout of Meadowood Boulevard being the arc of a curve deflecting to the right, 52.72 feet to a point, said arc having a radius of 40.00 feet and a chord which bears South 38 degrees 19 minutes 20 seconds West, 48.99 feet;

Thence North 0 degrees 33 minutes 39 seconds East, parallel with the westerly line of Darrow road and distant westerly therefrom, 30 feet by rectangular measurement, 659.02 feet to a point in the northerly line of a parcel of land conveyed to Twin Meadows Development Co. by deed recorded in Volume 6246 Page 662 of Summit County Records;

Thence South 87 degrees 39 minutes 23 seconds East along the northerly line of said land conveyed to Twin Meadows Development Co., 30.02 feet to its intersection with the westerly line of Darrow Road (as widened);

Thence South 0 degrees 33 minutes 39 seconds West along the westerly line of Darrow road, 619.36 feet to the principal place of beginning, as described by Donald G. Bohning & Associates, Inc. dated September, 1989.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

EXHIBIT A ~~OR 41-420~~

Landscape Easement Area
Meadowood Subdivision
Twinsburg, Ohio
Parcel 2

OK RLD
9/19/89

LEGAL DESCRIPTION

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and known as being part of Sublots 1 thru 5 in the Meadowood Subdivision No. 1 of part of Original Twinsburg Township Lot 1, Tract 2 as recorded in "Flat Cabinet" E Slid Number 42 and 43 of Summit County Records and part of Original Twinsburg Township Lot 1, Tract 2, and bounded and described as follows:

Beginning in the centerline of Darrow Road (S.R. 91) 80 feet wide at its intersection with the centerline of Meadowood Boulevard, 80 feet wide;

Thence South 0 degrees 33 minutes 39 seconds West along the centerline of Darrow Road, 80 feet to a point;

Thence North 89 degrees 26 minutes 21 seconds West, 40.00 feet to a point of curvature in the westerly line of Darrow Road at the southerly turnout to Meadowood Boulevard, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 33 minutes 39 seconds West, along the westerly line of Darrow Road, 983.67 feet to its intersection with the southerly line of a parcel of land conveyed to Twin Meadows Development Co. by deed recorded in Volume 6246 Page 662 of Summit County Records;

Thence North 87 degrees 31 minutes 41 seconds West along the southerly line of said land conveyed to Twin Meadows Development Co., 30.02 feet to a point;

Thence North 0 degrees 33 minutes 39 seconds East parallel with the westerly line of Darrow Road and distant westerly therefrom, 30 feet by rectangular measurement, 1021.39 feet to a point in the southerly turnout of Meadowood Boulevard;

Thence southeasterly along the southerly turnout of Meadowood Boulevard being the arc of a curve deflecting to the right, 52.72 feet to the principal place of beginning, said arc having a radius of 40.00 feet and a chord which bears South 37 degrees 12 minutes 02 seconds East, 48.99 feet, as described by Donald G. Bohning & Associates, Inc. dated September, 1989.

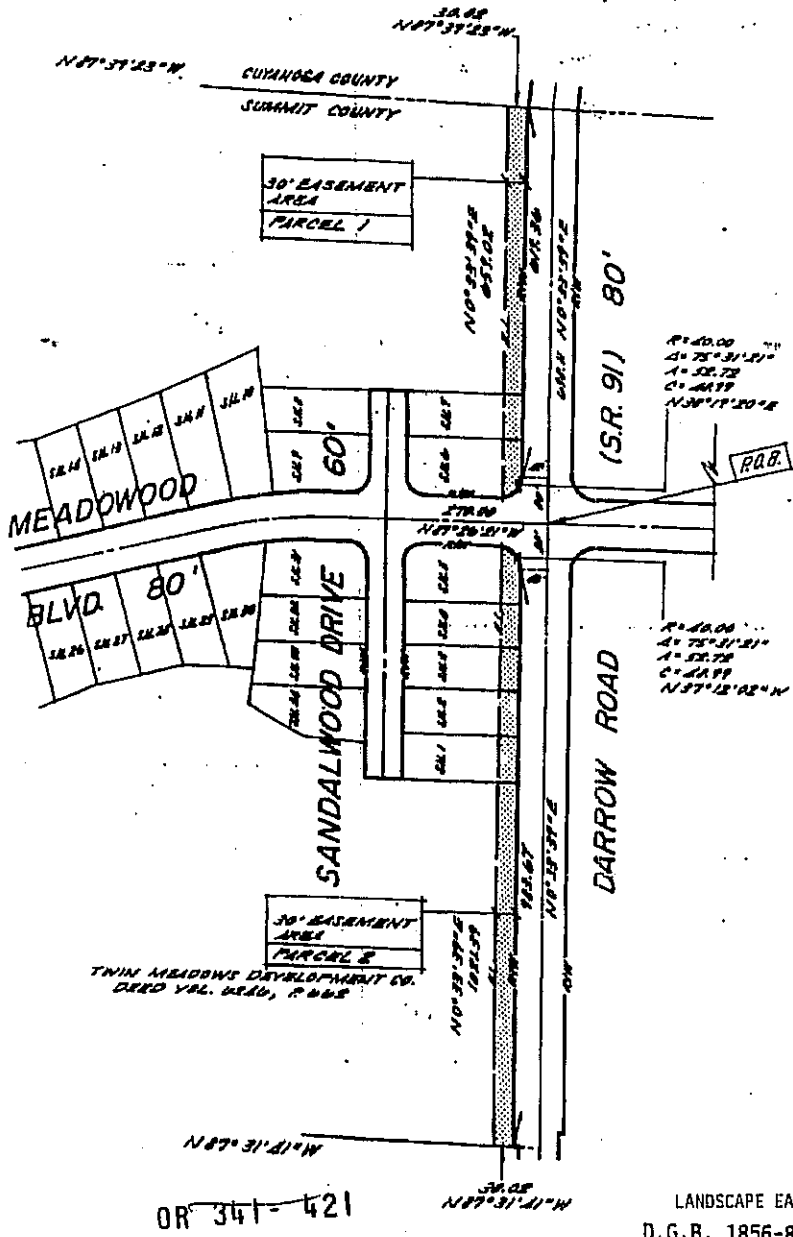
The courses used in this description are given to an assumed meridian and are used to indicate angles only.

#1856-8

OR 417- 715

OR 417-716

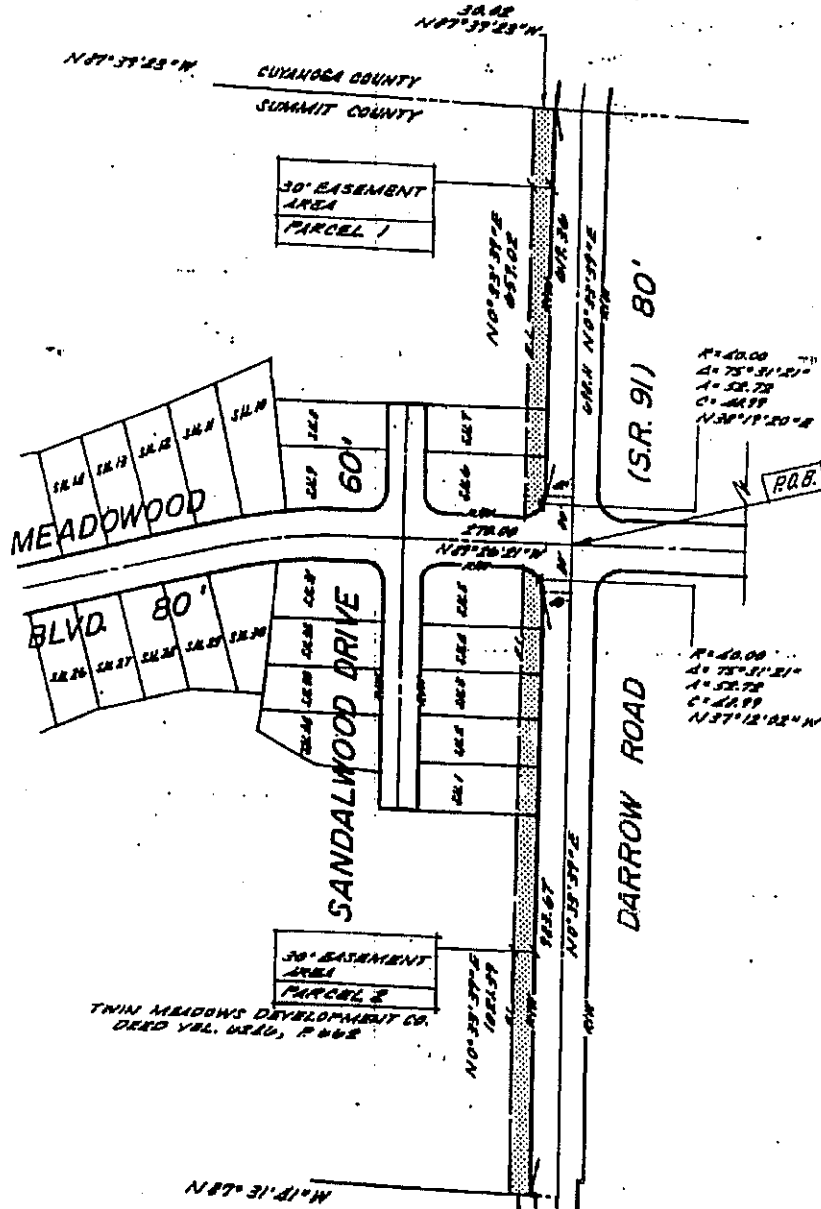
EXHIBIT "A"



OR 341-421

LANDSCAPE EASEMENT
D.G.B. 1856-8

EXHIBIT "A"



OR 341- 421

LANDSCAPE EASEMENT
D.G.B. 1856-8

DR 417- 720



4

Meadowood Homeowners Association, Inc. November, 1989

Thence North 87 degrees 31 minutes 41 seconds West along the northerly line of said land conveyed to Jerry L. and Esther D. Corbett and along the northerly line of Parcel 1 conveyed to Christina M. Glass by deed recorded in Volume 172 Page 203 of the Official Records of Summit County, 4033.76 feet to its intersection with the westerly line of said land conveyed to Christina M. Glass;

Thence South 1 degree 09 minutes 19 seconds West along the westerly line of said land conveyed to Christina M. Glass, 64.34 feet to its intersection with the northerly line of Parcel 2 conveyed to Christina M. Glass by said aforesaid deed;

Thence westerly and southwesterly along the northerly line of said Parcel 2 conveyed to Christina M. Glass the following courses and distances;

North 77 degrees 29 minutes 38 seconds West, 160.01 feet to a point;

South 85 degrees 11 minutes 00 seconds West, 149.26 feet to a point;

South 31 degrees 16 minutes 54 seconds West, 188.52 feet to a point in the northeasterly line of The Wheeling & Lake Erie Railroad, 66 feet wide;

Thence North 28 degrees 22 minutes 48 seconds West along the northeasterly line of The Wheeling & Lake Erie Railroad, 569.66 feet to a point of curvature therein;

Thence northwesterly along the northeasterly curved line of The Wheeling & Lake Erie Railroad, being the arc of a curve deflecting to the left, 180.60 feet to its intersection with the southerly line of Parcel 2 conveyed to Glen Willow Properties, Inc. by deed recorded in Volume 7091 Page 773 of Summit County Records, said arc having a radius of 5756.65 feet and a chord which bears North 29 degrees 16 minutes 42 seconds West, 180.60 feet;

Thence South 88 degrees 41 minutes 24 seconds East along the southerly line of said land conveyed to Glen Willow Properties, Inc., 775.80 feet to its intersection with the easterly line of said land so conveyed;

THE PROPERTIES



Meadowood Homeowners Association, Inc. November, 1989

Thence North 1 degree 34 minutes 02 seconds East along the easterly line of said land conveyed to Glen Willow Properties, Inc., being also the westerly line of said Lot 1, 1321.83 feet to its intersection with the southerly line of Parcel 4 conveyed to Glen Willow Properties, Inc. by deed recorded in Volume 85-3386 Page 13 of Cuyahoga County Records;

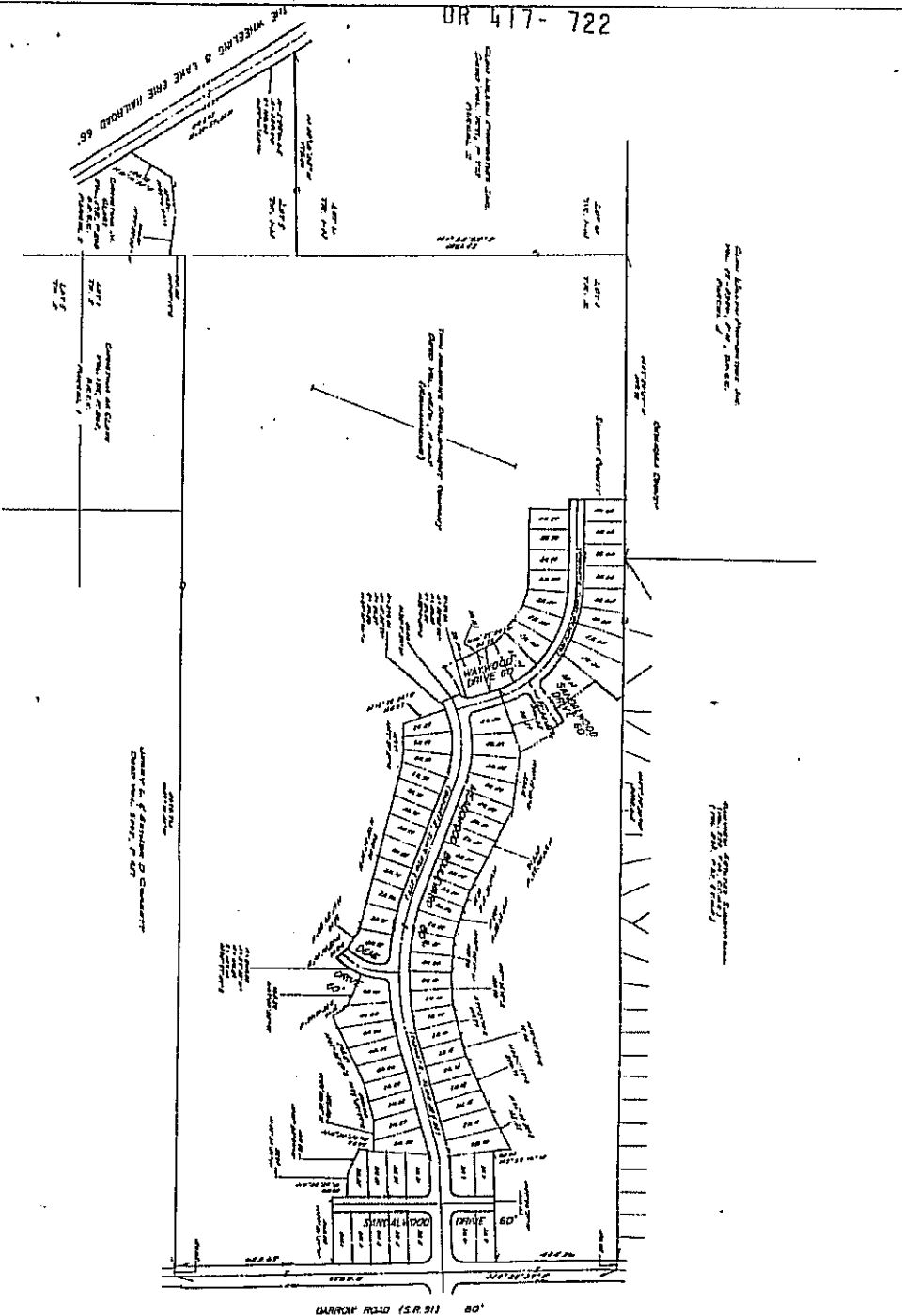
Thence South 87 degrees 20 minutes 29 seconds East along the southerly line of said Parcel 4 conveyed to Glen Willow Properties, Inc., being also the northerly line of said Original Lot 1 and the northerly line of Summit County, 1199.72 feet to an angle point therein;

Thence South 87 degrees 39 minutes 38 seconds East continuing along the northerly line of said Original Lot 1 being also the northerly line of Summit County, and the southerly line of Oakview Estates Subdivision as shown by the Plat recorded in Volume 223 Page 18 and 238 Page 53 of Cuyahoga County Map Records, 2802.64 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in November, 1989 but subject to all legal highways.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

#1856-8A

UR 417-722



NOTES:
 1. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 2. THE SHADING OF LOTS IS FOR IDENTIFICATION PURPOSES ONLY.
 3. THE SHADING OF LOTS IS FOR IDENTIFICATION PURPOSES ONLY.

N	
DATE	REVISED

EXHIBIT "B"
MEADOWOOD HOMEOWNERS ASSOCIATION, INC.
CITY OF MANSFIELD
SUMMIT COUNTY, OHIO

WILLIAMS & KIRKLAND & ASSOCIATES, INC.
 10000 WILSON ROAD, SUITE 100
 CLEVELAND, OHIO 44130
 (216) 791-1100

DATE	BY	REVISION

EXHIBIT "B"

1

OR 417- 723

THE PROPERTIES

OR 417- 724

EXHIBIT "C"

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and known as being Sublot Nos. 1 through 34 inclusive in the Meadowood Subdivision No. 1 of part of Original Twinsburg Township Lot #1, Tract #2, as shown by the plat recorded in Plat Cabinet B, Slide Numbers 683 and 684 and refilled in Plat Cabinet E, Slide Numbers 42 and 43 of Summit County Records, be the same more or less, but subject to all legal highways.

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and known as being Sublot Nos 35 through 58 inclusive in the Meadowood Subdivision No. 2 of part of Original Twinsburg Township Lot #1, Tract #2, as shown by the plat recorded in Plat Cabinet C, Slide Numbers 612 and 613 and refilled in Plat Cabinet E, Slide Numbers 376 and 377 of Summit County Records, be the same more or less, but subject to all legal highways.

ADDITIONAL LAND

OR 417-700

COUNTY OF SUMMIT
RECEIVED & RECORDED

MAIL TO:

551296

90 FEB 12 PM 1:16

CHICAGO TITLE
INSURANCE COMPANY

O.R. 417 PG. 700-725

RALPH JAMES - RECORDER

54.00

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD)

