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COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
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MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

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AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE FALCON CLUSTER AREA
AKA FALCON RIDGE

This Amended and Restated Declaration, made on this 15 day of November 2011, by the Lot Owners (defined below; hereinafter referred to collectively as the "Owners").

No changes to these Covenants, Conditions, and Restrictions shall be implemented without complying with the requirements of Medina Township Zoning Regulations and obtaining necessary approvals.

WITNESSETH:

WHEREAS, the Falcon Cluster Area ("Falcon Ridge") consists of 12.4256 acres of property in the Lake Medina Reserve Subdivision Phase 1, Medina Township, County of Medina, State of Ohio. That property is known as Block "A", designated the "Falcon Cluster Area" within Lake Medina Reserve Subdivision Phase I as recorded in Plat Doc. No. 2004PL000129 (the "Plat Map"), as well as certain unplatted common areas attached or in close proximity thereto;

WHEREAS, Falcon Ridge is comprised of the Lots and the Common Areas (both as hereinafter defined);

WHEREAS, the Owners are presently the owners of the Lots in Falcon Ridge;

WHEREAS, Crossbow Development, Inc., an Ohio corporation ("Crossbow") is the owner of the Common Areas and the area of Common Responsibility (as hereinafter defined) in Falcon Ridge;

WHEREAS, Falcon Ridge is part of and subject to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Lake Medina Reserve Homeowner's Association, Inc. ("Lake Medina Declarations") recorded November 29, 2004 as Document No. 2004OR046064 in the Official Records of Medina County and amended December 3, 2004, in Document No. 2004OR046740;

WHEREAS, Section 5.9 of the Lake Medina Declarations provides for the formation of a Cluster Homeowner's Association and for additional declarations, rules, and regulations for the Falcon Cluster Area;

WHEREAS, the initial developer of Falcon Ridge, namely, Pelton Point, LLC, an Ohio limited liability company ("Pelton"); established the Falcon Cluster Homeowner's Association, an Ohio non-profit corporation (the "Initial Association") and filed for record a Declaration of Covenants, Conditions and Restrictions of the Falcon Cluster Area, with the

Medina County Recorder on January 30, 2006, as instrument number 2006OR002916 (the "Initial Declaration");

WHEREAS, Pelton has gone out of business, without finishing development of the Falcon Cluster Area and has failed to fully account for the operations of the Initial Association to the other Owners; and

WHEREAS, without the full accounting for the Initial Association, the Owners have formed a new association, The Association of Falcon Ridge, Inc., an Ohio non-profit corporation (the "Association") to replace the Initial Association and desire to amend and restate the Initial Declaration to acknowledge the formation of the Association and the Association's management of the affairs of the Falcon Cluster Area pursuant to the terms of this Declaration;

NOW THEREFORE, Owners hereby declare that all properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property, providing for the Common Areas; these easements, restrictions, covenants and conditions shall run with the land, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS: RATIFICATION OF RECITALS

- 1.1. "Falcon Cluster Association" shall mean and refer to The Association of Falcon Ridge, Inc., , its successors and assigns.
- 1.2. "Lot Owner" or "Owner") shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties.
- 1.3. "Properties" shall mean and refer to that certain real property described above as the "Falcon Cluster Area", within the jurisdiction of the Falcon Cluster Association.
- 1.4. "Common Area" shall mean all real property, including the improvements thereof in Falcon Ridge not platted as Lots on the Plat Map or otherwise, owned by Crossbow (or its successors and assigns), but intended for the common use and enjoyment of the Owners;
- 1.5. "Lot" shall mean and refer to any platted plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.
- 1.6. "Area of Common Responsibility" shall mean and refer to the Common Area, together with such areas for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract or agreement. This includes a portion of the "Envelope" as defined in the Lake Medina Declarations at Article I Section 1.18,

and excludes the area within the "Dwelling Footprint" as defined in the Lake Medina Declarations at Article I Section 1.17.

The above recitals are hereby fully incorporated into this document, and acknowledged as true and accurate by the Owners.

ARTICLE II
PROPERTY RIGHTS

- 2.1 Lot Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to, and that easement shall pass with the title to every Lot, subject to the following provision: the right of the Falcon Cluster Association to charge reasonable fees for the use, upkeep, and maintenance of the Common Area, as well as the Area of Common Responsibility.
- 2.2 Delegation of Use. Any Lot Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, and his guests who reside on or visit the property.
- 2.3 Parking Rights. Ownership of each lot shall entitle the Lot Owner or Lot Owners thereof to the use of not more than two (2) automobile parking space, which shall be immediately outside of the garage of the unit. Visitors shall be permitted to park along the drives on the Properties, so long as such parking is reasonable and provides necessary emergency vehicle access.
- 2.4 Utility and Service. Easements are reserved under, through and over the properties, Common Area, and Area of Common Responsibility as may be required from time to time for all types of utilities, cable television, security systems and other services and drainage in order to serve each lot. A Lot Owner shall do nothing within or outside his lot that interferes with or impairs, or may interfere with or impair, the provision or easements of such utilities or services.
- 2.5 Ingress and Egress. A non-exclusive easement in favor of each Lot Owner and resident, their guests and invitees, shall exist for vehicular and pedestrian traffic over, through and across such portions of the Common Area as, from time to time, may be intended and designated for such purpose and may be paved.
- 2.6 Construction and Maintenance.

The Association, its agents, contractors, subcontractors, and employees shall have an easement over the Area of Common Responsibility to perform all maintenance required by the Declarations and the Code of Regulations.

Crossbow, its designees, contractors, successors and assigns shall have the right to enter that portion of the Common Area, intended to be platted and developed, pursuant to that certain Revised Preliminary Subdivision Plan for Lake Medina Reserve, attached hereto and incorporated herein as Exhibit C,

subject to the covenants and restrictions imposed on each Owner pursuant to this Declaration, any Supplemental Declaration or other applicable covenant, contract or agreement, including but not limited to that certain Code of Regulations for The Association of Falcon Ridge, Inc. (the "Code of Regulations"), attached hereto and incorporated herein as Exhibit D (as any of the same may be amended, restated or otherwise modified from time to time). Common Area may be platted and become a "Lot" for purposes of this Declaration.

- 2.7 Sales. For as long as there are any unsold lots, the Owner of any such Lot, its designees, successors and assigns, shall have the right to use any unsold lot for a model, sales office or construction office.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership. Every Owner of a Lot shall be a member of the Falcon Cluster Association and shall be subject to assessment. The Falcon Cluster Association shall operate by the rules and regulations as set forth in its Articles of Incorporation and Code of Regulations. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be one member. The vote for each Lot shall be exercised as they determine. In no event, however, shall more than one vote be cast with respect to each Lot.

ARTICLE IV
OPERATION OF THE COMMON AREA AND THE AREA OF COMMON RESPONSIBILITY BY THE CLUSTER ASSOCIATION

- 4.1 Powers and Duties. The Falcon Cluster Association shall be the entity responsible for the operation of the Common Area and other exterior needs as set forth herein. Further, the Falcon Cluster Association shall pay all insurances, taxes, and assessments incidental to the ownership of any common area or open space. The powers and duties of the Falcon Cluster Association shall include those set forth in the Code of Regulations and Articles of Incorporation of the Falcon Cluster Association, as amended from time to time. In addition, the Falcon Cluster Association shall have all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
- (a) The power to make and collect Assessments and other charges against Owners.
 - (b) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Owners or their authorized representatives at reasonable times upon prior request.

- (c) The power to contract for the management, repair, and maintenance of the Area of Common Responsibility, collection of Assessments, preparation of records, and enforcement of rules, with such funds as shall be made available by the Falcon Cluster Association for such purposes. The Falcon Cluster Association and its officers shall, however, retain at all times the powers and duties granted in this Declaration, including but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Falcon Cluster Association.
- (d) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Area of Common Responsibility, subject to any restriction or limitation of the Medina Township Zoning Regulations.

4.2 Limitation Upon Liability of Falcon Cluster Association. Notwithstanding the duty of the Falcon Cluster Association to maintain and improve parts of the Area of Common Responsibility, the Falcon Cluster Association shall not be liable to Lot Owners for injury or damage incurred on or near the Common Areas or the Area of Common Responsibility. Further, the Falcon Cluster Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any repairs or maintenance.

4.3 Designation of Maintenance. It shall be the responsibility of the Falcon Cluster Association to maintain the Common Area and certain elements-within the Envelope, together referred to herein as the Area of Common Responsibility: Notwithstanding the ownership of the various portions of the Area of Common Responsibility, it shall be maintained by each Lot Owner and the Falcon Cluster Association in accordance with the provisions of this Article and as set forth in the Chart of Maintenance Responsibilities as shown in Exhibit B attached hereto. This Chart shall be a part of this Declaration and may be amended from time to time by the Falcon Cluster Association. All expenses associated with the maintenance, repair, and replacement of the Property shall be assessed in accordance with the Chart.

4.4 Acts of the Falcon Cluster Association. Unless the approval or action of Lot Owners, and/or a certain specific percentage of the Board of Trustees of this Cluster Association, is specifically required in this Declaration, the Articles of Incorporation, Code of Regulations, or applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Falcon Cluster Association shall be given or taken by the Board of Trustees, without the consent of Lot Owners, and the Board may so approve and act through the proper officers or the Cluster Association without a specific resolution. When an approval or action of the Falcon Cluster Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Falcon Cluster Association deems appropriate or the Falcon Cluster Association may refuse to take or give such

action or approval without the necessity of establishing the reasonableness of such condition or refusal.

- 4.5 Right of Petition. Notwithstanding the provisions of 4.4 above, Lot Owners in good standing exercising thirty (30%) or more of the voting power of the Falcon Cluster Association may petition the Board for a special meeting of the Falcon Cluster Association to reconsider any action of the Board. At such meeting, the Lot Owners in good standing, in person, or by proxy, exercising two-thirds (66.66%) of the voting power of the Falcon Cluster Association may vote to override the subject action of the Board.
- 4.6 Determination of Common Expenses and Fixing of Assessments. The Board of Trustees shall, from time to time, and at least annually, prepare a budget for the Falcon Cluster Association, determine the amount of assessments (the "Assessments") payable by the Lot Owners to meet the Common Expenses, and allocate and assess such expenses among the Lot Owners in accordance with the provisions of this Declaration and the Code of Regulations. The Board of Trustees shall advise all Lot Owners promptly in writing of the amount of the Assessments payable by each of them, as determined by the Board of Trustees, and shall furnish copies of each budget, on which those Assessments are based, to all Lot Owners and (if requested in writing) to their respective mortgagees. The "Common Expenses" shall include the expenses of and any reserves for (if required by law) the operation, maintenance, and repair Area of Common Responsibility, costs of carrying out the powers and duties of the Falcon Cluster Association and any other expenses designated as Common Expenses by this Declaration, the Articles or Code of Regulations, applicable rules and regulations or by the Falcon Cluster Association. Incidental income to the Falcon Cluster Association, if any, may be used to pay regular or extraordinary Falcon Cluster Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine, from time to time, and need to be restricted or accumulated. Any Budget adopted shall be subject to change due to actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Code of Regulations.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.1 Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot Assessments for Common Expenses and other expenses. Each Lot Owner, by acceptance of a deed, covenants and agrees to pay to the Falcon Cluster Association: (1) annual Assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable

attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

- 5.2 Purpose of Assessments. The Assessments levied by the Falcon Cluster Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Area of Common Responsibility.
- 5.3 Annual Assessments. The Falcon Cluster Association shall, each year, fix an annual assessment on each Lot for the normal maintenance of the Area of Common Responsibility, and to pay any fee required by the Falcon Cluster Association. This annual assessment can be modified at any time by the Falcon Cluster Association, if it is necessary to do so.
- 5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Falcon Cluster Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Area of Common Responsibility, including fixtures and personal property related thereof.
- 5.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- 5.6 Right of Petition. Within thirty (30) days notice of a proposed increase in Assessments, members in good standing exercising 10% or more of the voting power of the Falcon Cluster Association may petition the Board for a special meeting of the Falcon Cluster Association to reconsider any increase in Assessments. At such meeting, the members in good standing, in person or by proxy, exercising two-thirds percent (66.66%) of the voting power of the Falcon Cluster Association may vote to reduce the increase by any amount therein proposed - but not lower than the previous year's maximum amount.
- 5.7 Date of Commencement of Annual Assessments Due Dates. Assessments for a Lot within any phase of this allotment shall accrue and commence on the date the completed plat creating such Lot is filed with the Recorder's Office. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Falcon Cluster Association shall fix the amount of the annual Assessment against each completed Lot at least thirty (30) days in advance of each annual Assessment period. Written notice the annual Assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Falcon Cluster Association. The Falcon Cluster Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Falcon Cluster Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Falcon Cluster Association as to the status of

Assessments on a lot is binding upon the Falcon Cluster Association as of the date of its issuance.

- 5.8 Effect of Nonpayment of Assessments: Remedies of the Falcon Cluster Association. Any Assessment not paid within thirty (30) days after the date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Falcon Cluster Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.
- 5.9 Subordination of the Lien to Mortgages. The lien of the 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 mortgage foreclosure shall extinguish the lien as to payments that became due prior to a sale or transfer. No sale or transfer shall relieve such Lot from liability from any Assessment thereafter becoming due or from the lien thereof.
- 5.10 New Construction Assessment. At the time of the closing of the sale of a newly constructed residence, the purchaser of the Lot on which the new residence was constructed shall be assessed the sum of \$250.00, which shall be paid through and contemporaneously with such closing. The Association shall use this Assessment on new construction for its general operating expenses.

ARTICLE VI
ARCHITECTURAL CONTROL AND RESTRICTIONS

- 6.1 Lake Medina Reserve. Falcon Pointe is part of and subject to the Lake Medina Declarations and the Restrictions set forth in Article VIII of that document. The additional restrictions herein shall apply to all Lots within Falcon Pointe to the extent that they are not inconsistent with the Lake Medina Declarations.
- 6.2 Medina Township Zoning. Falcon Pointe is located in Medina Township, Medina County, Ohio, and is subject to the zoning regulations of Medina Township.
- 6.3 Alterations. No building, fence, deck, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Falcon Cluster Association, or by an architectural committee composed of three (3) or more representatives appointed by the Falcon Cluster Association. In addition, alterations may be subject to Medina Township Zoning regulations.

- 6.4 Local Law. Each Lot and the Common Areas are subject to ordinances and laws of the Township of Medina and shall at all times conform to them.
- 6.5 Changes to Lots. No Lot shall be subdivided, nor enlarged or diminished in size.
- 6.6 Single Family Lots. Each Lot shall be used exclusively for single family residence purposes, and no building or structure shall be erected, constructed, placed, situated or permitted to remain on any Lot except a single family residence (also known as a dwelling unit). Duplexes or twinplexes on only one Lot, basement houses, tents, sheds, doghouses and other houses, shelters or enclosures for animals, pets or storage are prohibited. Nothing herein shall be construed, however, to limit the authority of the Association to permit the construction of any building, fence, shed, swimming pool or other similar building or structure that in its opinion is aesthetically beneficial to the allotment in the Common Areas as permitted by the Township of Medina.
- 6.7 Nuisance. No noise, vibration or odor, offensive or irritating to a person or ordinarily sensibilities, shall originate on and thereafter emanate from any Lot. Nothing herein shall be construed to prohibit the reasonable sounds of construction equipment and building, during regular business hours of 8am to 6pm if a Lot Owner, or its successor or assign, commences construction of a home on its Lot, in accordance with this Declaration and the Code of Regulations.
- 6.8 Outside Storage. The outside storage of property (including, but not limited to, tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) is prohibited. Nothing herein shall be construed to prohibit the reasonable necessary storage on a Lot of building materials during the course of construction of a house and garage on such Lot or during the course of adding to or remodeling a house and garage on such Lot.
- 6.9 Uniform appearance. Each Lot Owner shall maintain the exterior of his house and garage in the manner in which others in the allotment maintain theirs. Further, the exterior surface and dimensions of each house and garage shall not be altered in appearance, building materials or color from that which presently exists without approval of the Falcon Cluster Association. In the event that a Lot Owner undertakes repair or rebuilding of a unit that is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards. The exterior walls, siding, trim, face brick and roof shall be maintained in its original conditions and in a manner in conformity with the standard of maintenance of other properties in the allotment and no change of color shall be permitted on any exterior surface, the intent being to maintain uniformity of the exterior appearances of each building as in its original condition without obtaining approval of the Falcon Cluster Association.
- 6.10 Pavement and Grading. Except in the creation and pouring of a driveway by a Lot Owner, its successors and assigns in conjunction with constructing a

building, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface without obtaining the approval of the Falcon Cluster Association. Further, all existing streets shall be maintained by the Falcon Cluster Association in the same material and reasonably in the same condition as originally constructed. Further, no change shall be made in the original graded position of each Owner's Lot without obtaining the approval of the Falcon Cluster Association.

- 6.11 Animals and Pets. No animals are permitted, except pets. The only pets that are permitted are orderly domestic pets, e.g. dogs, cats or caged birds. Pets shall not, by barking or otherwise, disturb the owner or occupant of any other Lot in the allotment. No pets shall be permitted in the Common Area that is neither carried nor on a leash. All pet owners shall be responsible for the waste of their pets and any damages to property of others or the Falcon Cluster Association. The Falcon Cluster Association has the right to amend this and provide whatever rules it deems best concerning all pets. The Falcon Cluster Association can grant variances from this item, in cases of hardship, with the condition that this item shall be complied with as soon as conveniently possible.
- 6.12 Additional Alterations. No Lot shall be graded or changed, no building, garage, wall or other structure shall be erected, constructed, placed, situated or permitted to remain on any Lot, nor shall the exterior of any such building, garage, wall or other structure be added to, deleted from, changed or remodeled, except in strict accordance with plans, specifications, and drawing previously approved, in writing, by the Falcon Cluster Association, which approval shall not be unreasonably withheld if the specifications comply with this Declaration and the Code of Regulations. Further, there shall be no changes to the landscaping and no plantings of any kind made without the prior, written approval of the Falcon Cluster Association.
- 6.13 Interference with Easements. No person shall construct, place or plant any large shrub or tree on the surface of any easement which is for the benefit of the Falcon Cluster Association or anyone else to whom an easement may be granted, including, but not limited to, utility easements.
- 6.14 Parking. No commercial truck, trailer, motor home or boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area or kept other than in the garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any building. Each Lot Owner shall be entitled to the regular use of two spaces immediately in front of their garage.
- 6.15 Homeowners Insurance. No person shall own or permit anything that will increase the rate or cancellation of insurance of any other property owners.
- 6.16 Lawful Use. No unlawful use shall be made of any property.
- 6.17 Commercial Use Prohibited. No trade, business or occupation of any kind shall be conducted of any property.

- 6.18 Rental. No property shall be rented for a period of less than ninety (90) days.
- 6.19 Air Conditioners. No window air conditioners shall be permitted.
- 6.20 Falcon Cluster Association's Right to Correct Violations. The Falcon Cluster Association shall have the right to enter upon any property and to correct any violation of this Declaration as it exists or may hereafter be amended. It shall assess the costs of all such corrections or repairs or any related expense, including attorney's fees against such owner. Such expenses and costs shall be added to any other assessment and draw interest at the rate of ten percent (10%) beginning with the date the Falcon Cluster Association notifies such Owner that such expenses and costs are due. All such Assessments, charges, dues, expenses and costs shall be chargeable as a lien against the ownership of the property obligated to pay the same; and in addition thereto, the Falcon Cluster Association shall have the right to go into any court of equity and, in addition to any claims for damages, require the correction of any violations.

ARTICLE VII
GENERAL PROVISIONS

- 7.1 Enforcement. The Falcon Cluster Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Falcon Cluster Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 7.3 Amendment by Owners. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots. Any amendment must be recorded and must comply with Medina Township Zoning Regulations.
- 7.4 Changes to Covenants. No changes to these Covenants, Conditions, and Restrictions shall be implemented without meeting the requirements of Medina Township Zoning Regulations, and obtaining any required approvals from the Township.

DEDICATION OF COMMON AREAS

The designated "Common Areas" are not dedicated hereby for use by the general public but, though not owned by the Association, are dedicated by Crossbow, its successors and assigns, to the common use and enjoyment of the homeowners in Lake Medina Reserve and Falcon Ridge as provided in this Declaration.

**EXHIBIT B
CLUSTER LOTS
Chart of Maintenance Responsibilities**

Item of Maintenance	Association Responsibility	Lot Owner Responsibility
Common Area	All	None
Driveways	None	All
Foundations	None	All
Dwelling Unit Exteriors	None	All
Roofs	None	All
Landscaping	All	None
Grass Mowing	All	None
Snow Plowing	Private Streets, Driveways, Lead Walks	Stoops, Covered Porches, Patios and Decks
Decks	None	All
Patios	None	All
Lead Walks	None	All
Unit Mailboxes	All	None
Dwelling Unit Interiors	None	All
Dwelling Unit Lamp Posts	None	All, if Applicable
Plumbing	Water & Sewer Lines that serve more than one Dwelling Unit	Water & Sewer lines that serve only that Dwelling Unit
Electric	Electric lines and equipment that serve more than one Dwelling Unit	Electric lines and equipment that serve only that Dwelling Unit

OLSON PRODUCTS, INC. (owner of Lots 4 through 8, 30, 32 through 34, 37 and 38)


By: 

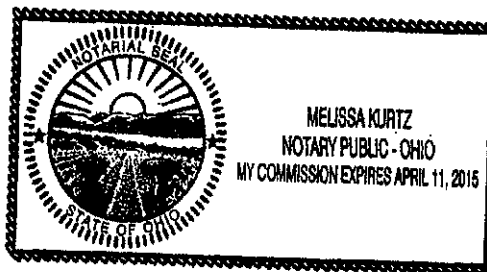
Its: President

STATE OF OHIO)
COUNTY OF Medina) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Earle Olson, President of Olson Products, Inc, who acknowledged that ~~he~~she did sign the foregoing instrument and that the same is the corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PNC Bank, Ohio, this 15 day of November, 2011.


NOTARY PUBLIC



CROSSBOW DEVELOPMENT, INC. (owner
of Lots 10, 11, 15, 18, 24, 25, 27, 40 through
47)

By: *William Bailey*

Its: *KS*

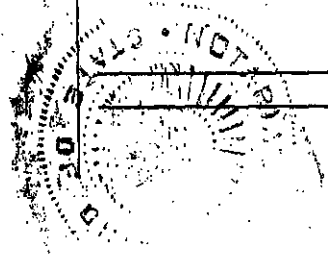
STATE OF OHIO

) SS:

COUNTY OF ~~MEDINA~~ *Cuyahoga*

BEFORE ME, a Notary Public, in and for said County and State, personally
appeared the above named *William Bailey*, the *President* of Crossbow
Development, Inc., who acknowledged that he/~~she~~ did sign the foregoing instrument
and that the same is the company's corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
North Canton, Ohio, this *24th* day of *June*, 2011.



Karen J. Thunberg
NOTARY PUBLIC

KAREN J. THUNBERG, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires April 8, 2013

Lots 1 and 2 Owner:

Marie Miro Edmonds, Trustee

Marie Miro Edmonds, Trustee

STATE OF OHIO)

) SS:

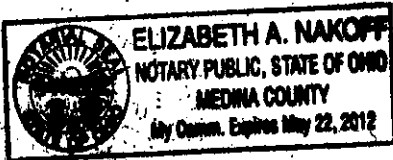
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Marie Miro Edmonds, Trustee who acknowledged that she did sign the foregoing instrument as her [and the trust's] free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 6th day of June, 2011.

E. Nakoff

NOTARY PUBLIC



Field Code Changed
Field Code Changed

838-15

Lot 3 Owners:

John A. Sobocinski
John A. Sobocinski

Faith Sobocinski
Faith Sobocinski

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named John A. Sobocinski and Faith Sobocinski, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MEDINA, Ohio, this 7 day of MAY, 2011.

Ann C. Scherbanashi
COMMISSION EXP NOV 15 2011 NOTARY PUBLIC

Field Code Changed
Field Code Changed

838-14

Lot 9 Owners:

Thomas J. DeMarco
Thomas J. DeMarco

Julianne L. DeMarco
Julianne L. DeMarco

STATE OF OHIO)
COUNTY OF Medina) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Thomas J. DeMarco and Julianne L. DeMarco, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 6 day of May, 2011.

Nicholas A. Stamm
NOTARY PUBLIC



NICHOLAS A. STAMM
Notary Public, State of Ohio
My Comm. Expires 12-01-2014

Lot 12 Owners:

[Signature]

David Hebert

[Signature]

Jullie Hebert

STATE OF OHIO)

) SS:

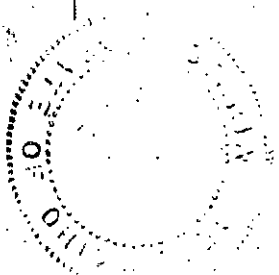
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named David Hebert and Jullie Hebert, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 10th day of May, 2011.

[Signature]
NOTARY PUBLIC

JANIE B. LAPINA
Notary For The State of Ohio
My Commission Expires 2/23/2014



Lot 13 Owner:

Roberta Fogel
Roberta Fogel

STATE OF OHIO)
) SS:
COUNTY OF Medina)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Roberta Fogel, who acknowledged that she did sign the foregoing instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 6th day of June, 2011.

Patricia M. Vasi

NOTARY PUBLIC

Patricia M. Vasi
Notary Public, State of Ohio
Commission expires May 25, 2012

Field Code Changed

Field Code Changed

Z1936167.1

19

838-19

Lot 14 Owner:

Virginia H. Greene

Virginia Greene

STATE OF OHIO)
) SS:
COUNTY OF *Medina*)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Virginia Greene, who acknowledged that she did sign the foregoing instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at *Medina*, Ohio, this *11* day of *May*, 2011.

Nicholas A. Stamm
NOTARY PUBLIC



NICHOLAS A. STAMM
Notary Public, State of Ohio
My Comm. Expires 12-01-2014

Lot 16 Owners:

Steven Minardi
Steven Minardi

Margaret G. Minardi
Margaret Minardi

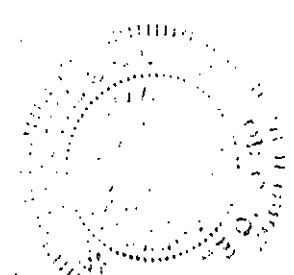
STATE OF OHIO)
COUNTY OF medma) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Steven Minardi and Margaret Minardi, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at medma, Ohio, this 11 day of April, 2011.

Timothy A. Robinson
NOTARY PUBLIC

TIMOTHY A. ROBINSON
Notary Public, State of Ohio
My Commission Expires Jan. 24, 2016



838-21

Lot 17 Owners:

[Handwritten signature of Earle Olson]

Earle Olson

[Handwritten signature of Rosemary Olson]

Rosemary Olson

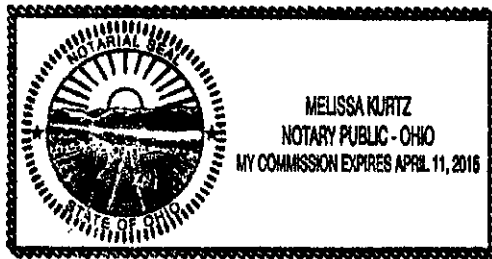
STATE OF OHIO)
) SS:
COUNTY OF Medina)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Earle Olson and Rosemary Olson, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
PNC Bank, Ohio, this 1 day of June, 2011.
Medina

[Handwritten signature of Melissa Kurtz]

NOTARY PUBLIC



Field Code Changed
Field Code Changed

838-22

Lot 19 Owner:

Doris D Buechler, trustee
Doris D. Buechler, Trustee

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Doris D. Buechler, Trustee, who acknowledged that she did sign the foregoing instrument as her [and the trusts] free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
4th, Ohio, this MAY day of 2011, 2010.

Andrew D. Harter
NOTARY PUBLIC

Andrew D. Harter
Notary Public, State of Ohio
My Commission Expires 11-26-2012



838-23

Lot 21 Owners:

Leonard J. Timpone
Leonard J. Timpone

Elizabeth M. Timpone
Elizabeth M. Timpone

STATE OF OHIO)
COUNTY OF Medina) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Leonard J. Timpone and Elizabeth M. Timpone, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 13th day of May, 2011.

Michelle R. Coffee
NOTARY PUBLIC
MICHELLE R. COFFEE, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 05/27/2014

Lot 22 Owner:

Gail Ann Sommers

Gail Ann Sommers, Trustee

STATE OF OHIO)

) SS:

COUNTY OF)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Gail Ann Sommers, Trustee, who acknowledged that she did sign the foregoing instrument as her **[and the trusts]** free act and deed.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~Franklin~~ Ohio, this 25 day of MAY, 2011.

Nicole Chavers



NICOLE CHAVERS, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 03/28/2016

NOTARY PUBLIC

Field Code Changed

Field Code Changed

838-25

Lot 23 Owners:

John C. Wilcox Jr. and Carol J. Wilcox Trustees of the Wilcox Family Trust dated July 9, 1991

John C. Wilcox, Jr.

John C. Wilcox, Jr., Trustee

Carol J. Wilcox, Trustee

Carol J. Wilcox, TRUSTEE

STATE OF OHIO)

) SS:

COUNTY OF Medina)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named John C. Wilcox, Jr. and Carol J. Wilcox, Trustee, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 5 day of May, 2011.

Jamie R. Nelson



NOTARY PUBLIC

Jamie R. Nelson
Notary Public - State of Ohio
My Commission Expires
11-21-2015



Field Code Changed
Field Code Changed

838-26

Lot 26 Owners:

James P. Tucker
James P. Tucker

Jane A. Tucker
Jane A. Tucker

STATE OF OHIO)
COUNTY OF Medina) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named James P. Tucker and Jane A. Tucker, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 10th day of Nov, 2011.

Nicholas A. Stamm

NOTARY PUBLIC



NICHOLAS A. STAMM
Notary Public, State of Ohio
My Comm. Expires 12-01-2014

838'27

Lot 28 Owner:

Linda R. Tutelian
Linda R. Tutelian

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Linda R. Tutelian, who acknowledged that she did sign the foregoing instrument as her free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MEDINA, Ohio, this 19th day of MAY, 2010.

Shepp L. Novak
NOTARY PUBLIC



838.28

Lot 31 Owners:

~~Terry D. Schuster, Trustee~~ (LS) 5/7/11
NOT ON THE DEED
Tami L. Schuster
Tami L. Schuster, Trustee

STATE OF OHIO)
COUNTY OF MEDINA) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named ~~Terry D. Schuster~~ and Tami L. Schuster, who acknowledged that they did sign the foregoing instrument as their [and the trust's] free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MEDINA, Ohio, this 7 day of MAY, 2011.

Ann C. Scherbenashi
NOTARY PUBLIC
COMMISSION EXP: NOV 15, 2011

838-29

Lot 35 Owners:

Anthony Corwon

Anthony Corwon

Cathleen L. Corwon

Cathleen Corwon

Cathleen

STATE OF OHIO)

) SS:

COUNTY OF Medina)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Anthony Corwon and Cathleen Corwon, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Medina, Ohio, this 13 day of May, 2011.

Sandra V. Ganley

NOTARY PUBLIC



SANDRA V. GANLEY
Notary Public, State of Ohio
My Comm. Expires Dec. 7, 2014

Lot 36 Owners:

Linda M. Sintic
Linda M. Sintic

Lawrence Sintic
Lawrence Sintic

STATE OF OHIO)
COUNTY OF Medina) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Linda M. Sintic and Lawrence Sintic, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wadsworth, Ohio, this 10th day of May, 2011.

Michelle Schaefer
NOTARY PUBLIC

Michelle Schaefer
Resident Medina County
Notary Public, State of Ohio
My Commission Expires: 02/05/12

Lot 39 Owners:

J Collins

Jeffrey M. Collins

Hastings

Rosanne Hastings

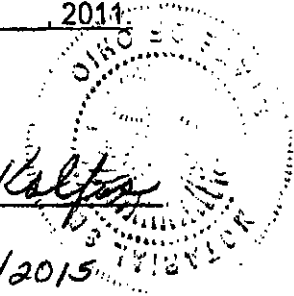
STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Jeffrey M. Collins and Rosanne Hastings, who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
MEDINA, Ohio, this 28 day of APRIL, 2011.

William R. Kalton
NOTARY PUBLIC

Expires 4/18/2015



This instrument prepared by:
David V. Allen, Esq.
Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
Cleveland, Ohio 44114
(216) 241-2838

EXHIBIT A
LEGAL DESCRIPTION

Situated in the Township of Medina County of Medina and State of Ohio and known as being the whole of Block "A" of the Lake Medina Reserve Subdivision PH. 1 of part of Original Medina Township Lots 58 & 69 as shown by the recorded plat in Document No. 2004PL000115 of Medina County Records, as appears by said plat, be the same more or less but subject to all legal highways.

PPN: 026-06D-22-028

and

Situated in the Township of Medina, County of Medina and State of Ohio and known as being the whole of Sublots 1 through 8 inclusive, Sublots 28 through 39 inclusive and Block "A" in Falcon Pointe at Lake Medina Reserve Subdivision Phase 1 of part of Original Medina Township Lots 58 & 69 as shown by the recorded replat in Document No. 2004PL000129 of Medina County Records, as appears by said replat, be the same more or less but subject to all legal highways.

PPNS: 026-06D-22-031; 026-06D-22-032; 026-06D-22-033; 026-06D-22-034; 026-06D-22-035;
026-06D-22-036; 026-06D-22-037; 026-06D-22-038; 026-06D-22-050; 026-06D-22-049;
026-06D-22-048; 026-06D-22-047; 026-06D-22-046; 026-06D-22-045; 026-06D-22-044;
026-06D-22-043; 026-06D-22-042; 026-06D-22-041; 026-06D-22-040; 026-06D-22-039

and

Situated in the Township of Medina, County of Medina and State of Ohio, and known as being the whole of Sublots 9 through 27 inclusive and Block "A1" in Falcon Pointe at Lake Medina Reserve Subdivision Phase 2, of part of Original Medina Township Lots 58 & 69, as shown by the recorded replat in Document No. 2005PL000146 of Medina County Records, as appears by said plat, be the same more or less but subject to all legal highways.

PPNS: 026-06D-22-068; 026-06D-22-069; 026-06D-22-070; 026-06D-22-071; 026-06D-22-072;
026-06D-22-073; 026-06D-22-074; 026-06D-22-075; 026-06D-22-076; 026-06D-22-077;
026-06D-22-078; 026-06D-22-079; 026-06D-22-080; 026-06D-22-081; 026-06D-22-082;
026-06D-22-083; 026-06D-22-084; 026-06D-22-085; 026-06D-22-086.

838-33