



CITY of MEDINA
Board of Zoning Appeals
June 11, 2020 Meeting

Case No: Z20-07 – June 9, 2020 addendum

Address: 1087 Greenwood Ct.

Applicant: Amy Costello

Subject: Variance request from Section 1113.05(n) of the Planning and Zoning Code to permit the keeping of goats on the residential property when goats are not a permitted type of farm animal.

Zoning: R-1, Low Density Urban Residential

Submitted by: Jonathan Mendel, Community Development Director 

After the packets distribution last week, staff has received additional information and commentary regarding this case.

In the interest of time at the June 11, 2020 meeting, this addendum to the original packet is provided for all parties to have as much time to review and consider prior to the meeting.

Attached are the following:

- Letters provided by the applicant from Sandy T. Kurka, ABD, LPCC-S regarding the therapeutic benefits of the subject animals – received June 8, 2020
- Comment letter and packet from ‘JC’ owner of a neighboring property at 1088 Brandywine Drive – received June 4, 2020
- Comment letter and packet from a group of neighboring property owners on Greenwood Court – received June 9, 2020

Letters from the applicant
from Sandy T. Kurka, ABD,
LPCC-S regarding the
therapeutic benefits of the
subject animals – received
June 8, 2020

Lamplight Counseling LLC.

232 S. Court St.

Medina Ohio 44256

330-331-5800

June 8, 2020

To Whom It may Concern:

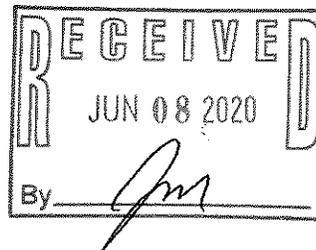
Carley Costello is my patient, and has been under my care since 7/18/19. I am intimately familiar with her history and limitations imposed by her diagnosis of Generalized Anxiety Disorder and Major Depressive Disorder.

Due to mental health concerns, Carley, has certain limitations regarding social interactions, coping with stress, and anxiety. In order to help alleviate these difficulties, and to enhance her ability to live fully, I am prescribing an emotional support animal that will assist Carley in coping with her diagnosis. Carley having the animal with her as she manages sudden panic attacks and stress episodes will improve her coping and reduce her symptoms greatly. The constant companionship also reduces number of episodes.

I am familiar with the voluminous professional literature concerning the therapeutic benefits of assistance animals for people with issues such as that experienced by Carley. Upon request, I will share citations to relevant studies, and would be happy to answer any questions you may have concerning my recommendations that Carley Costello have an emotional support animal. Should you have any questions please feel free to contact me.

Sincerely,

Sandy T, Kurka, ABD, LPCC-S



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June 8, 2020

To Whom It may Concern:

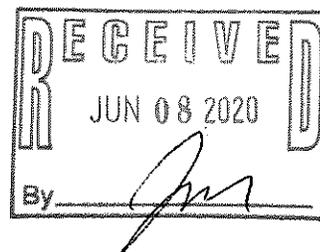
Addison Costello is my patient, and has been under my care since 12/12/2019. I am intimately familiar with her history and limitations imposed by her diagnosis of Generalized Anxiety Disorder.

Due to mental health concerns, Addison, has certain limitations regarding social interactions, coping with stress, and anxiety. In order to help alleviate these difficulties, and to enhance her ability to live fully, I am prescribing an emotional support animal that will assist Addison in coping with her diagnosis. Addison struggles with feelings of overwhelm that can occur suddenly and cause extreme anxiety. She has been working hard in therapy and attending weekly sessions. She has been making progress with her goals, but they could be greatly enhanced by the companionship of a support animal.

I am familiar with the voluminous professional literature concerning the therapeutic benefits of assistance animals for people with issues such as that experienced by Addison. Upon request, I will share citations to relevant studies, and would be happy to answer any questions you may have concerning my recommendations that Addison Costello have an emotional support animal. Should you have any questions please feel free to contact me.

Sincerely,

Sandy T, Kurka, ABD, LPCC-S



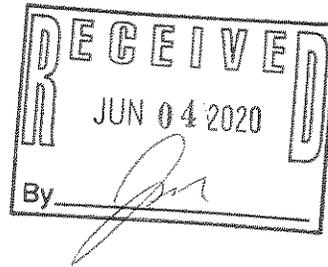
Comment letter and packet
from 'JC' owner of a
neighboring property at
1088 Brandywine Drive –
received June 4, 2020

June 3, 2020

Applicant: Costello Dale K & Amy C

Case: Z20-07

Property: 1087 Greenwood Court



Greetings City Planning & Zoning Staff,

As to a variance request of Section 1113.05(n) of Planning & Zoning Code to allow goats when goats are not permitted.

I adamantly, do NOT wish goats to be permitted or any other FARM animal in a residential housing development.

My reasons are:

Zoonosis

Filth Flies

Nauseous Odor

Diminished Property Value

Zoonotic

Amid a worldwide pandemic caused by a zoonotic disease, Coronavirus, killing over 108,000 people just in the United States & still counting.

I am alarmed that chickens are permitted let alone adding goats.

Does everyone remember the Avian Flu?

"In the United States 675,000 died from this strain of influenza-H5N1."

www.ncbi.nlm.nih.gov/pmc/articles/PMC2095018

From Healthline.com: **What causes bird flu?**

"H5N1 occurs naturally in wild waterfowl, but **it can spread easily to domestic poultry**. The disease is transmitted to humans through contact with infected bird feces, nasal secretions, or secretions from the mouth or eyes."

"Although there are several types of bird flu, H5N1 was the first avian influenza virus to infect humans. The first infection occurred in Hong Kong in 1997. The outbreak was linked to handling infected poultry."

Over 60% who contacted H5N1 died.

From the **CDC** "Although keeping backyard poultry can be fun and educational, owners should be aware that poultry can sometimes carry harmful germs that make people sick. These germs can cause a variety of illnesses in people, ranging from minor skin infections to *serious illnesses that could cause death*".

Rats & mice are attracted to chicken feed. They can fit through a slot the thinness of a quarter. I won't even start on what rats & mice carry.

Zoonosis is another name for a **zoonotic** disease. This type of disease passes from an animal or insect to a human. Some do not make the animal sick but will sicken a human. **Zoonotic** diseases range from minor short-term illness to a major life-changing illness.

Flies

I won't be able to sit in my yard due to the flies/mosquitoes attracted to the ammonia odor chicken feces & goat manure.

[How Far Can House Flies Fly? | Entomology](#)

[Source: entomology.ca.uky.edu > ...](#)

"There is no absolute answer, but **house flies can easily move one to two miles**".

Flies contd':

Source: University of Florida Entomology & Nematology "Musca Domestica Linnaeus.

Damage and Medical Importance ([Back to Top](#))

"Flies commonly develop in large numbers in poultry manure under caged hens, and this is a serious problem requiring control. Although this fly species does not bite, the control of *Musca domestica* is vital to human health and comfort in many areas of the world. The most important damage related with this insect is the annoyance and the indirect damage produced by the potential transmission of pathogens (viruses, bacteria, fungi, protozoa, and nematodes) associated with this fly. Pathogenic organisms are picked up by flies from garbage, sewage and other sources of filth, and then transferred on their mouthparts, through their vomitus, feces and contaminated external body parts to human and animal food".

FYI-(flies first vomit on the food source they are going to eat to soften & digest it)

"Of particular concern is the movement of flies from animal or human feces to food that will be eaten uncooked by humans. Also, when consumed by flies, some pathogens can be harbored in the mouthparts or alimentary canal for several days, and then be transmitted when flies defecate or regurgitate. In situations where plumbing is lacking, such as open latrines, serious health problems can develop, especially if there are outdoor food markets, hospitals, or slaughterhouses nearby. Among the pathogens commonly transmitted by house flies are *Salmonella*, *Shigella*, *Campylobacter*, *Escherichia*, *Enterococcus*, *Chlamydia*, and many other species that cause illness. These flies are most commonly linked to outbreaks of diarrhea and shigellosis, but also are implicated in transmission of food poisoning, typhoid fever, dysentery, tuberculosis, anthrax, ophthalmia, and parasitic worms."

Cont'd:

According to the University of Florida Entomology & Nematology "Musca Domestica

"Can complete a life cycle in 7-10 days."

"as many of as 10 to 12 generations may occur annually"

"each female can lay 500 eggs in batches of 75 to 150 eggs over 3-4 days".

"very little manure or degraded manure is needed to for larva development"

"adults live 15 to 25 days to 2 months"

FLIES contd'

"Scientists have calculated that ONE pair of flies beginning reproduction in April may be progenitors of 191,010,000,000,000,000,000 flies by August (if all eggs viable).

Odor-ammonia/feces

I have asthma & COPD.

Ammonia is so harmful to humans that it's considered by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) to be a hazardous chemical, defined as a chemical that poses a health hazard.

Mosquitoes are attracted to the smell of ammonia.

The prevailing wind is from the South/West; 1087 Greenwood Court is directly downwind from my property.

Property Values:

It is my belief that farm animals should be on a farm not in a residential area & bring down the value of my & surrounding properties.

Farm animals directly create health dangers when in close proximity to humans.

Conclusion:

If I had known that there were going to be chickens & goats feces draining into my yard, putrid odor with millions of flies & rats attracted to the left over feed by our backyard or that the City of Medina would permit such in a residential area I would not have bought this house.

Owners



1088 Brandywine Drive

Medina OH 44256

common name: house fly

scientific name: *Musca domestica* Linnaeus (Insecta: Diptera: Muscidae)

[Introduction](#) - [Distribution](#) - [Description and Life Cycle](#) - [Damage and Medical Importance](#) - [Economic Threshold](#) - [Management](#) - [Selected References](#)

Introduction ([Back to Top](#))

The house fly, *Musca domestica* Linnaeus, is a well-known cosmopolitan pest of both farm and home. This species is always found in association with humans or the activities of humans. It is the most common species found on hog and poultry farms, horse stables and ranches. Not only are house flies a nuisance, but they can also transport disease-causing organisms. Excessive fly populations are not only an irritant to farm workers but, when there are nearby human habitations, a public health problem could occur.

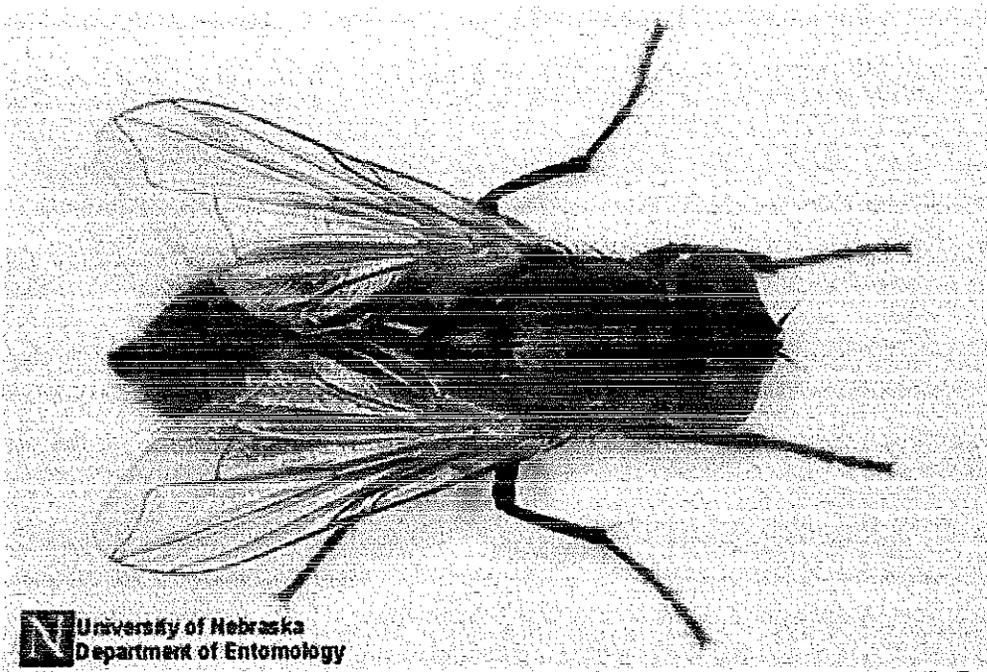


Figure 1. Adult house fly, *Musca domestica* Linnaeus. Photograph by Jim Kalisch, University of Nebraska-Lincoln.

Distribution

This common fly originated on the steppes of central Asia, but now occurs on all inhabited continents, in all climates from tropical to temperate, and in a variety of environments ranging from rural to urban. It is commonly associated with animal feces, but has adapted well to feeding on garbage, so it is abundant almost anywhere people live.

Life Cycle and Description ([Back to Top](#))

The house fly has a complete metamorphosis with distinct egg, larval or maggot, pupal and adult stages. The house fly overwinters in either the larval or pupal stage under manure piles or in other protected locations. Warm summer conditions are generally optimum for the development of the house fly, and it can complete its life cycle in as little as seven to ten days. However, under suboptimal conditions the life cycle may require up to two months. As many as 10 to 12 generations may occur annually in temperate regions, while more than 20 generations may occur in subtropical and tropical regions.

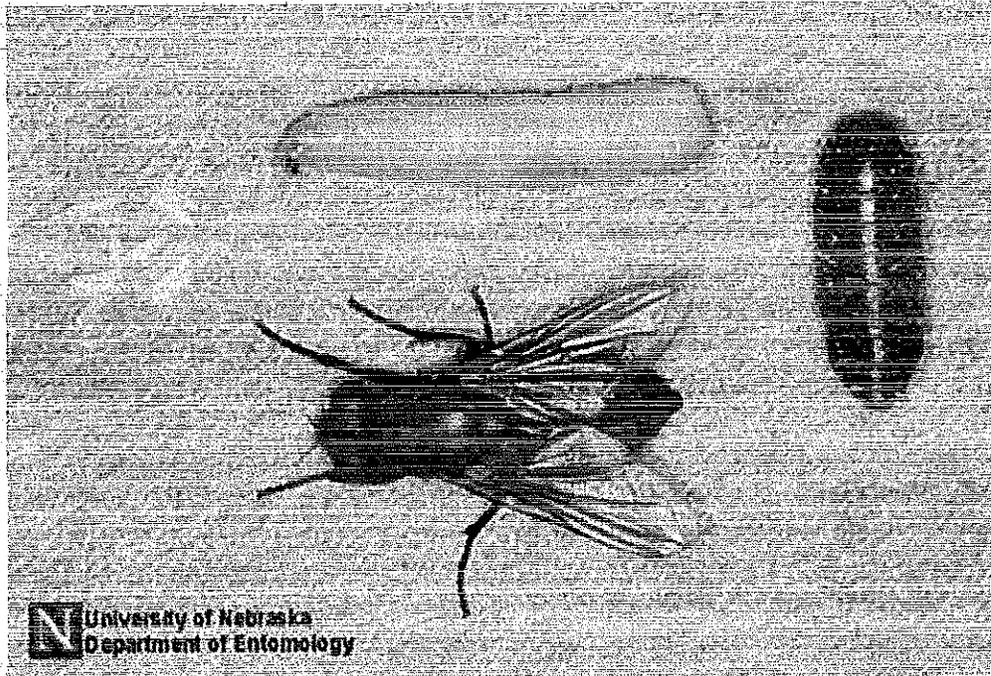


Figure 2. Life cycle of the house fly, *Musca domestica* Linnaeus. Clockwise from left: eggs, larva, pupa, adult. Photograph by Jim Kalisch, University of Nebraska-Lincoln.

Egg: The white egg, about 1.2 mm in length, is laid singly but eggs are piled in small groups. Each female fly can lay up to 500 eggs in several batches of 75 to 150 eggs over a three to four day period. The number of eggs produced is a function of female size which, itself, is principally a result of larval nutrition. Maximum egg production occurs at intermediate temperatures, 25 to 30°C. Often, several flies will deposit their eggs in close proximity, leading to large masses of larvae and pupae. Eggs must remain moist or they will not hatch.

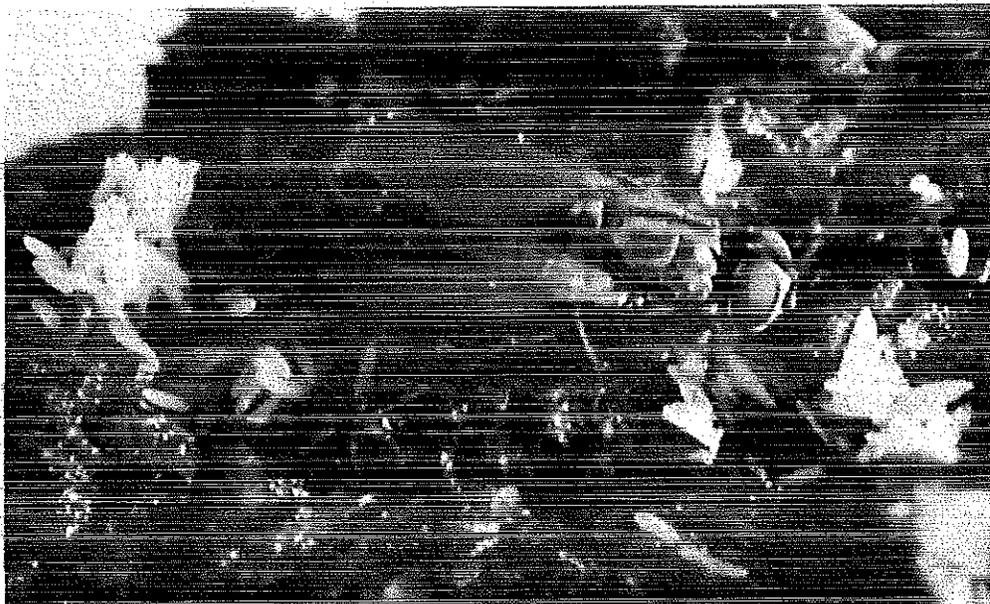


Figure 3. Adult and eggs of the house fly, *Musca domestica* Linnaeus. Photograph by Jerry F. Butler, University of Florida.

Larva: Early instar larvae are 3 to 9 mm long, typical creamy whitish in color, cylindrical but tapering toward the head. The head contains one pair of dark hooks. The posterior spiracles are slightly raised and the spiracular openings are sinuous slits which are completely surrounded by an oval black border. The legless maggot emerges from the egg in warm weather within eight to 20 hours. Maggots immediately begin feeding on and developing in the material in which the egg was laid.

The larva goes through three instars and a full-grown maggot, 7 to 12 mm long, has a greasy, cream-colored appearance. High-moisture manure favors the survival of the house fly larva. The optimal temperature for larval development is 35 to 38°C, though larval survival is greatest at 17 to 32°C. Larvae complete their development in four to 13 days at optimal temperatures, but require 14 to 30 days at temperatures of 12 to 17°C.

Nutrient-rich substrates such as animal manure provide an excellent developmental substrate. Very little manure is needed for larval development, and sand or soil containing small amounts of degraded manure allows for successful belowground development. When the maggot is full-grown, it can crawl up to 50 feet to a dry, cool place near breeding material and transform to the pupal stage.

Pupa: The pupal stage, about 8 mm long, is passed in a pupal case formed from the last larval skin which varies in color from yellow, red, brown, to black as the pupa ages. The shape of the pupa is quite different from the larva, being bluntly rounded at both ends. Pupae complete their development in two to six days at 32 to 37°C, but require 17 to 27 days at about 14°C. The emerging fly escapes from the pupal case through the use of an alternately swelling and shrinking sac, called the ptilinum, on the front of its head which it uses like a pneumatic hammer to break through the case.

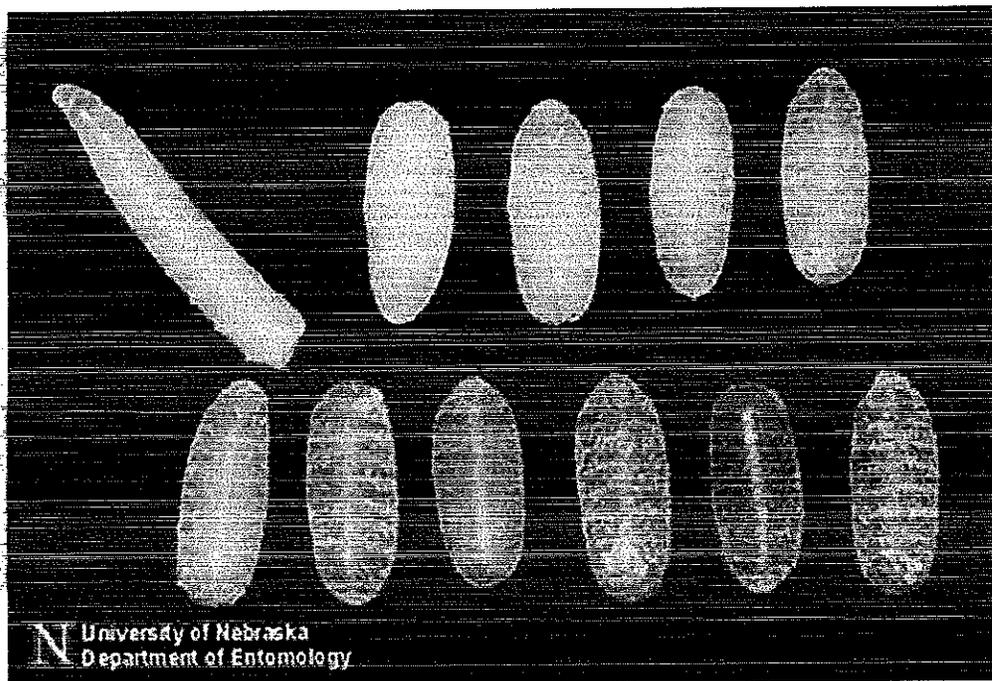


Figure 4. Prepupa and sequence of puparia by age for the house fly, *Musca domestica* Linnaeus. Photograph by Jim Kalisch, University of Nebraska-Lincoln.

Adult: The house fly is 6 to 7 mm long, with the female usually larger than the male. The female can be distinguished from the male by the relatively wide space between the eyes (in males, the eyes almost touch). The head of the adult fly has reddish-eyes and sponging mouthparts. The thorax bears four narrow black stripes and there is a sharp upward bend in the fourth longitudinal wing vein. The abdomen is gray or yellowish with dark midline and irregular dark markings on the sides. The underside of the male is yellowish.

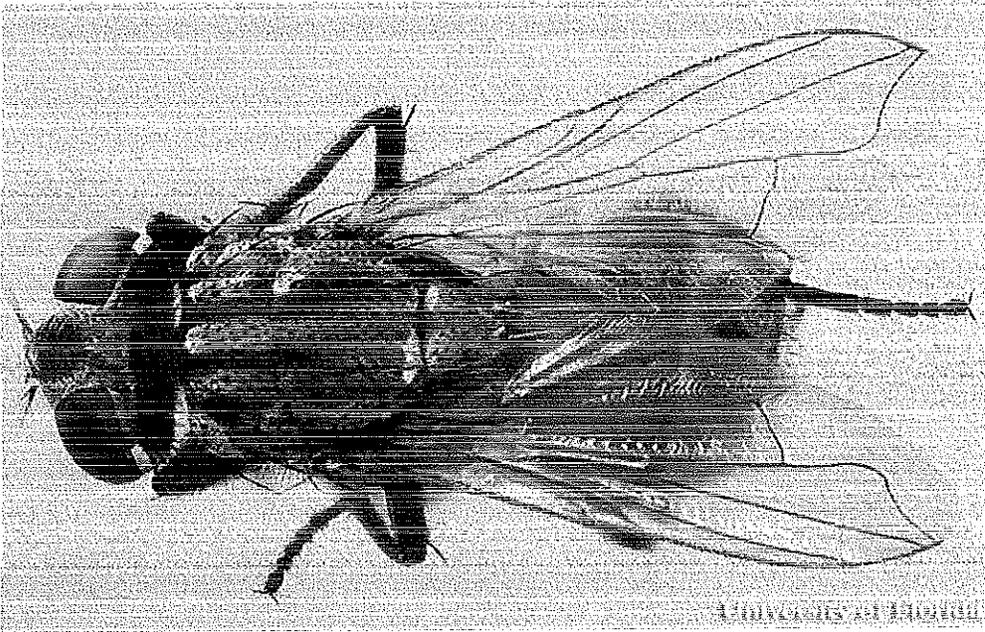


Figure 5. Adult house fly, *Musca domestica* Linnaeus. Photograph by Matt Aubuchon, University of Florida.



Figure 6. Lateral view of the head of an adult house fly, *Musca domestica* Linnaeus. Photograph by Matt Aubuchon, University of Florida.

The house fly is often confused with the stable fly, *Stomoxys calcitrans* (Linnaeus), and the false stable fly, *Muscina stabulans* (Germar). All three are in the same family.

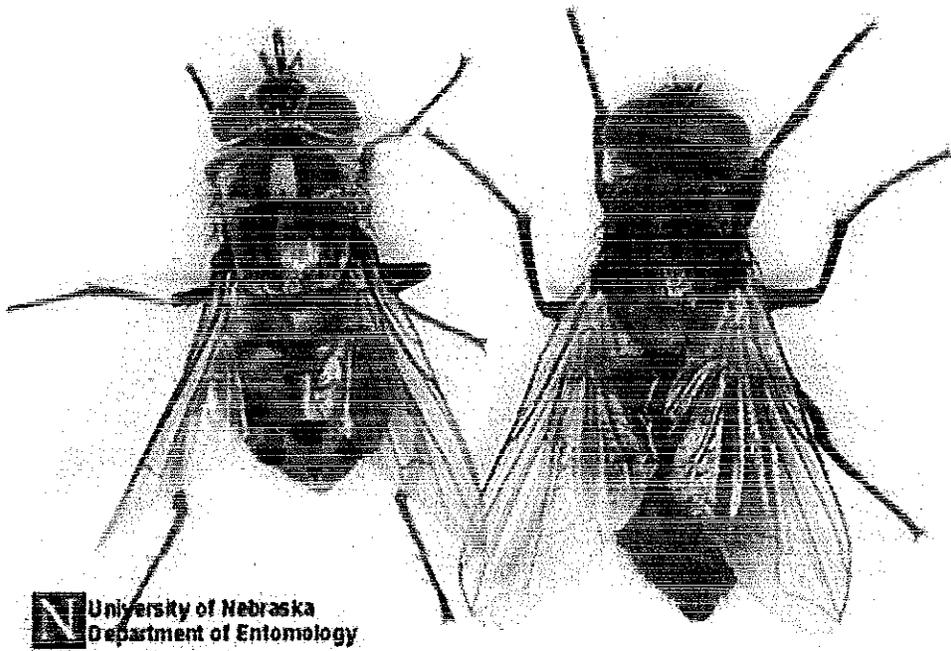


Figure 7. A dorsal comparison of adult stable fly, *Stomoxys calcitrans* (Linnaeus) (left), and house fly, *Musca domestica* Linnaeus (right). Photograph by Jim Kalisch, University of Nebraska-Lincoln.

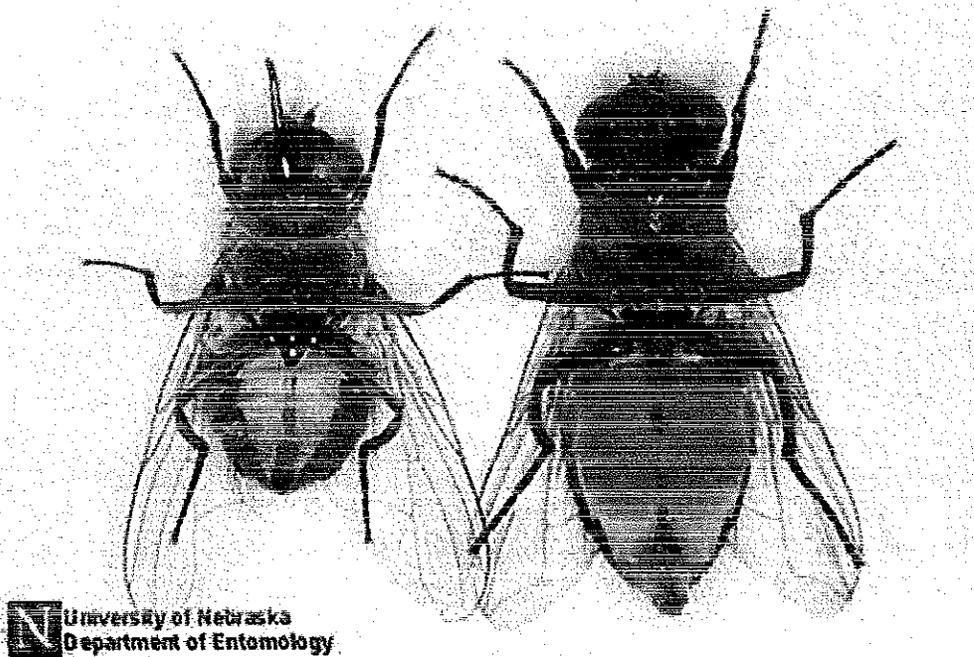


Figure 8. A ventral comparison of adult stable fly, *Stomoxys calcitrans* (Linnaeus) (left), and house fly, *Musca domestica* Linnaeus (right). Photograph by Jim Kalisch, University of Nebraska-Lincoln.

Adults usually live 15 to 25 days, but may live up to two months. Without food, they survive only about two to three days. Longevity is enhanced by availability of suitable food, especially sugar. Access to animal manure does not lengthen adult life and they live longer at cooler temperatures. They require food before they will copulate, and copulation is completed in as few as two minutes or as long as 15 minutes. Oviposition commences four to 20 days after copulation. Female flies need access to suitable food (protein) to allow them to produce eggs, and manure alone is not adequate. The potential reproductive capacity of flies is tremendous, but fortunately can never be realized. Scientists have

calculated that a pair of flies beginning reproduction in April may be progenitors, under optimal conditions and if all were to live, of 191,010,000,000,000,000 flies by August.

The flies are inactive at night, with ceilings, beams and overhead wires within buildings, trees, and shrubs, various kinds of outdoor wires, and grasses reported as overnight resting sites. In poultry ranches, the nighttime, outdoor aggregations of flies are found mainly in the branches, and shrubs, whereas almost all of the indoor populations generally aggregated in the ceiling area of poultry houses.

According to a study conducted in Texas, USA, breeding site suitability (in descending order), was horse manure, human excrement, cow manure, fermenting vegetable matter, and kitchen waste. However, another study found that structures containing swine, horse, sheep, cattle, and poultry varied in fly abundance, with swine facilities containing the most and poultry the least. Fruit and vegetable cull piles, partially incinerated garbage, and incompletely composted manure also are highly favored sites for breeding.

Damage and Medical Importance ([Back to Top](#))

Flies commonly develop in large numbers in poultry manure under caged hens, and this is a serious problem requiring control. Although this fly species does not bite, the control of *Musca domestica* is vital to human health and comfort in many areas of the world. The most important damage related with this insect is the annoyance and the indirect damage produced by the potential transmission of pathogens (viruses, bacteria, fungi, protozoa, and nematodes) associated with this fly. Pathogenic organisms are picked up by flies from garbage, sewage and other sources of filth, and then transferred on their mouthparts, through their vomitus, feces and contaminated external body parts to human and animal food.

Of particular concern is the movement of flies from animal or human feces to food that will be eaten uncooked by humans. Also, when consumed by flies, some pathogens can be harbored in the mouthparts or alimentary canal for several days, and then be transmitted when flies defecate or regurgitate. In situations where plumbing is lacking, such as open latrines, serious health problems can develop, especially if there are outdoor food markets, hospitals, or slaughter houses nearby. Among the pathogens commonly transmitted by house flies are *Salmonella*, *Shigella*, *Campylobacter*, *Escherichia*, *Enterococcus*, *Chlamydia*, and many other species that cause illness. These flies are most commonly linked to outbreaks of diarrhea and shigellosis, but also are implicated in transmission of food poisoning, typhoid fever, dysentery, tuberculosis, anthrax, ophthalmia, and parasitic worms.

Economic Threshold ([Back to Top](#))

The threshold density for determining when to control flies depends on the area where the control measures will be taken. In general, in homes the threshold is very low and control actions are taken with few flies. The complaint threshold density of the house fly at waste management sites may be 150 individuals per flypaper per 30 minutes.

House flies are monitored with baited traps, sticky ribbons, or spot cards on livestock facilities. Spot cards are 3-inch by 5-inch white index cards attached to fly resting surface. A minimum of five cards should be placed in each animal facility and left in place for seven days. A count of 100 or more fecal or vomit spots per card per week indicates a high level of fly activity and a need for control.

Tolerance of flies depends greatly on circumstances. In sensitive environments such as food preparation and packing facilities, restaurants, and hospitals, even small numbers of flies cannot be tolerated. In the context of livestock or poultry production, however, some flies are inevitable. Serious problems occur when cities or suburban development occur near poultry production facilities, as residents usually will not tolerate the large numbers of flies emanating from such facilities.

Management ([Back to Top](#))

The more commonly used control measures for house flies are sanitation, use of traps, and insecticides, but in some instances integrated fly control has been implemented. The use of biological control in fly management is still at a relatively early stage.

Sanitation or cultural control. Good sanitation is the basic step in any fly management program. Food and materials on which the flies can lay eggs must be removed, destroyed as a breeding medium, or isolated from the egg-laying adult. Since the house fly can complete its life cycle in as little as seven days, removal of wet manure at least twice a week is necessary to break the breeding cycle. Wet straw should not be allowed to pile up in or near buildings. Since straw is one of the best fly breeding materials, it is not recommended as bedding. Spilled feed should not be allowed to accumulate. Ordinarily, fly control from 1 to 2 km around a municipality prevents house fly infestations.

Killing adult flies may reduce the infestation, but elimination of breeding areas is necessary for good management. Garbage cans and dumpsters should have tight-fitting lids and be cleaned regularly. Dry garbage and trash should be placed in plastic garbage bags and sealed up. All garbage receptacles should be located as far from building entrances as possible.

For control at waste disposal sites, refuse should be deposited onto the same area as inorganic wastes to deteriorate the capacity of breeding resources, or the disposed refuse should be covered with inorganic wastes (15 cm thickness).

Around homes and businesses, screening or covering of windows, doors or air doors, and trash containers proves useful in denying access of flies to breeding sites. Packaging household trash in plastic bags, and burying trash under at least 15 cm of soil and in sanitary landfills also helps to eliminate breeding.

In agricultural areas, manure can be scattered over fields so that it quickly dries and becomes unsuitable for egg and larval survival. Composting of manure can be effective if the compost is properly maintained, including regular turning. Manure can also be liquefied and stored in lagoons anaerobically, though at some point the solids need to be separated.

Traps. Fly traps may be useful in some fly control programs if enough traps are used, if they are placed correctly, and if they are used both indoors and outdoors. House flies are attracted to white surfaces and to baits that give off odors. Indoors, ultraviolet light traps collect the flies inside an inverted cone or kill them with an electrocuting grid. One trap should be placed for every 30 feet of wall inside buildings, but not placed over or within five feet of food preparation areas. Recommended placement areas outdoors include near building entrances, in alleyways, beneath trees, and around animal sleeping areas and manure piles. Openings to buildings should be tightly screened with standard window screen, thereby denying entrance to flies.

Traps can be baited with molasses, sugar, fruit or meat, and often are used in combination with a device that captures the attracted flies. The sex pheromone (Z)-9-tricosene also functions as an aggregation pheromone, and is called muscalure. Muscalure is formulated with sugar as a commercially-available fly bait for local population suppression, as well as an enhancement for population monitoring.

Ultraviolet light traps can be used to assess population levels, but also serve as a non-chemical control technique that can be used indoors in both agricultural and non-agricultural areas. They normally function by electrocuting flies that enter the trap, though those used in restaurants typically have a sticky panel. Flies do not orient to traps from a great distance, so several are normally needed for them to be effective. Placement should include within 4 to 8 m of entryways, and within 1.5 m of the floor, to take advantage of fly flight behavior. They should be operated continuously, although they are most effective when the room lights are off.

Biological control. With the increasing incidence of insecticide resistant house fly populations, rising costs of insecticides and a growing public concern about actual or potential problems associated with

insecticides, interest in alternative house fly control strategies has increased.

Natural biological suppression of the house fly results primarily from the actions of certain chalcidoid wasps (Hymenoptera: Pteromalidae), of which many species have been associated with house fly around the world. Among the more important are *Muscidifurax* and *Sphalangia* spp. Ichneumonids and other parasitoids, as well as some predatory insects (especially histerids [Coleoptera: Histeridae] and staphylinids [Coleoptera: Staphylinidae]), also contribute to fly mortality, but under optimal fly breeding conditions the house fly quickly builds to high numbers. The more important in poultry facilities are the wasps *Muscidifurax raptor* and *Sphalangia cameroni*. Leaving a layer of old manure in the pits when manure is removed might enhance or stabilize the suppression of the house flies densities by parasitoids and predators.

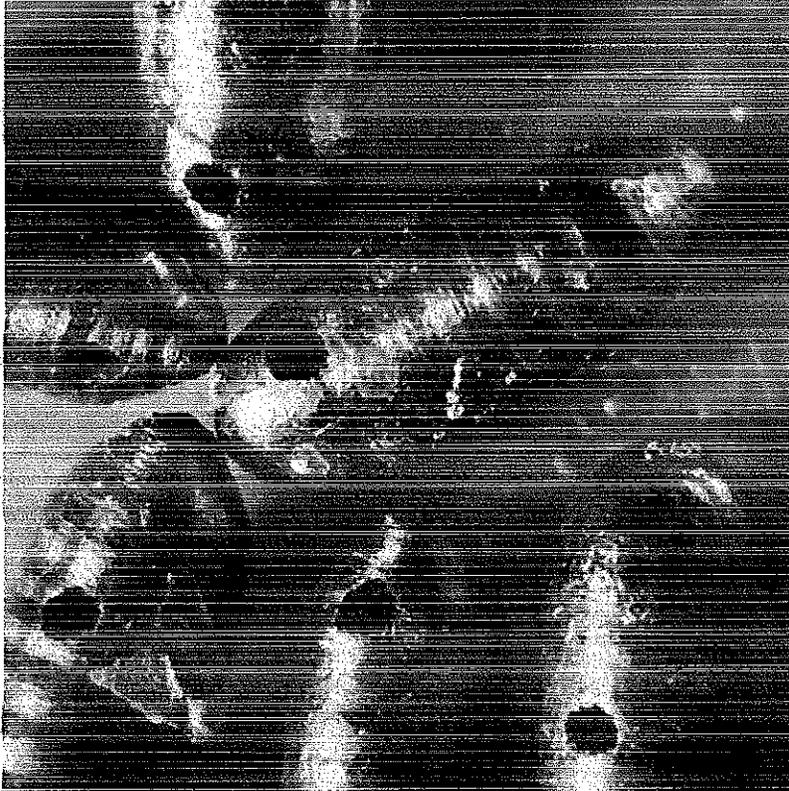


Figure 9. House fly puparia, each with a hole from which a single wasp emerged after feeding on the pupa. Feeding occurs in the larval stage, and the wasp eventually emerges as an adult. Photograph by USDA.



Figure 10. *Muscidifurax raptor* wasp on a fly puparium. Once the female chooses a suitable puparium host, she lays a single egg in it. The egg hatches, and the wasp larva feeds on the fly pupa. Photograph by USDA.

Augmentative biological control (periodic release of parasitoids during winter and spring, and following manure removal) using insectary-reared parasitoids has been quite successful in some dairies, feedlots and poultry house situations. The species most often released for biological suppression in North America are *Muscidifurax raptor*, *Muscidifurax raptorellus*, *Sphalangia endius*, and *Sphalangia nigroaenea*. These different species function better under different conditions, some performing better under cooler or warmer conditions, others parasitizing flies near the surface or deeper in the pupation medium.

In North Carolina, tests showed that when house fly populations occur near the surface on the drier periphery of the manure, the conditions favor parasitism by *Muscidifurax raptor*. When the flies pupate at greater depths the conditions favor *Sphalangia cameroni*. In North Florida, releases conducted with *Sphalangia endius* showed that they could successfully parasitize pupae, both above and below the soil surface.

The larva of the black dump fly, *Hydrotaea* (= *Ophyra*) *aenescens*, is also regaining popularity as a biological control agent for controlling house flies on poultry farms without the use of pesticides. The adult black dump fly is similar in appearance to the adult house fly (Hogsette and Jacobs 2003).

Integrated fly control. Integrated fly control programs for caged-poultry houses are based on the following strategy:

- selective applications of insecticides against the adult,
- start insecticide control measures early in the spring before flies appear and repeat as frequently as needed through the warm months, and
- the manure is left undisturbed throughout the warm months when fly breeding may occur. The manure should be removed once very early in the spring before any flies appear.

Chemical control. When the house fly is a major pest in commercial egg production facilities, the control of this insect is by the application of adulticides or larvicides to directly or indirectly suppress adult densities. Residual wall sprays can be applied where the flies congregate. It is important to manage potential insecticide resistance by rotating formulations with different modes of action.

Outdoors, the control of flies includes the use of boric acid in the bottom of dumpsters, treatment of vertical walls adjacent to dumpsters and other breeding sites with microencapsulated or wettable powder formulation, and the use of fly baits near adult feeding sources.

Manure can also be treated with an insecticide, though this method is highly discouraged as it interferes with biological control of flies, often resulting in a rebound of the fly population. More commonly, insecticides (especially insect growth regulators) can be fed to livestock, and residual insecticide in the manure inhibits fly breeding. In animal facilities, insecticides are often applied to the favored resting places of adults, or bait stations established to poison adults with either solid or liquid formulations. Continuous exposure of flies to insecticides has led to development of insecticide resistance to many insecticides.

Indoors, the control of flies includes automatic misters, fly paper, electrocuting and baited traps that can be used in milk rooms and other areas of low fly numbers.

Selected References ([Back to Top](#))

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Photographs: Jerry F. Butler and Matt Aubuchon, University of Florida; Jim Kallsch, University of Nebraska - Lincoln; USDA

Web Design: Don Wasik, Jane Medley

Publication Number: EENY-48

Publication Date: August 1998. Latest revision: April 2017. Reviewed: June 2020.

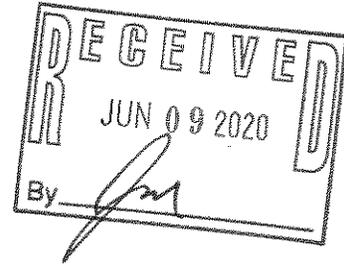
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Comment letter and packet
from a group of neighboring
property owners on
Greenwood Court – received
June 9, 2020

June 9, 2020

City of Medina
Board of Zoning Appeals
132 N. Elmwood Ave.
Medina, Ohio 44256



Re: Case No: Z20-07 (1087 Greenwood Ct.)
Letter in Opposition of Variance Request

Board of Zoning Appeals,

The undersigned neighbors and property owners on Greenwood Ct., Medina, Ohio, respectfully submit this letter in Case No. Z20-07 opposing the variance request from 1113.05(n) of the Planning and Zoning Code to permit the keeping of goats on the residential property located at 1087 Greenwood Ct. when goats are not permitted farm animals under the Code. We are collectively submitting this letter to the Board of Zoning Appeals to comply with the Board's request to not show up in person due to COVID-19 situation.

Greenwood Ct. is a residential street within a residential development. Greenwood Ct. has 14 homes, ends in a cul-de-sac and is surrounded by residential streets. A picture of Greenwood Ct. from Google Maps is attached. This is not rural or semi-rural farmland, and the property owners did not purchase their properties on Greenwood Ct. with the desire or intent to live near a farm or farm animals.

In addition to the responses set forth below to the Board of Zoning Appeal's criteria for determining whether a variance should be granted, the property owners signed below oppose the variance request for (i) health related concerns (potential for feces runoff and disease), (ii) excess odors and noise, (iii) attraction of unwanted insects, (iv) further attraction of wild animals (skunks, raccoons, possums, foxes, coyotes and deer to name a few) that periodically roam through the neighborhood searching for food, and (v) whether the Applicant can contain the goats to Applicant's property given that goats are well known escape artists. Further, granting this variance will likely have a significant negative impact on property values to the homes on Greenwood Ct. and adjacent streets and neighborhoods.

Below are responses to the Board of Zoning Appeal's factors in determining whether to grant the variance.

A. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

Applicant states that they are not seeking to realize a reasonable return. Applicant has owned the property and enjoyed the beneficial use of the property since 2001 without a variance for farm animals. Applicant can continue to reside and enjoy the beneficial use of this property without the variance consistent with Applicant's use for the past 19 years.

B. Whether the variance is substantial;

The variance is substantial. Goats are not a permitted farm animal under Section 1113.05(n).

C. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer substantial detriment as a result of the variance;

The essential character of the residential neighborhood would be substantially altered and the adjoining properties, along with all properties on Greenwood Ct., would suffer a substantial detriment. As noted above, Greenwood Ct. is a residential street in a residential development and property owners did not purchase their properties with the desire or intent to live near a farm or farm animals. This variance will likely have a significant negative impact on property values to the homes on Greenwood Ct. and adjacent streets and neighborhoods.

Applicant states in Applicant's Letter of Intent in Support of Request for Variance that they live on a lot of approximately one-half acre (.4591 acres according to Medina County records), have a fully fenced in back yard, the goats will have an approximate 8' x 12' out building that will not be visible from the street and asserts that there is sufficient area to live comfortably.

Contrary to Applicant's statement, the adjacent property owners are not in favor of the variance and have signed this letter. Further, a significant portion of Applicant's back yard is visible from the street when driving west on Greenwood Ct. Applicant recently acquired chickens and constructed a chicken coop and fenced enclosure in the back yard. The chicken coop (which appears to be smaller in size than the proposed goat building) and fenced area are visible from the street. The goat building, which will compete for backyard space with Applicant's in ground pool, chicken coop and fenced area and other out buildings, will very likely be visible from the street.

D. Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage);

To our knowledge, the variance would not substantially adversely affect the delivery of government services.

E. Whether the property owner purchased the property with knowledge of the zoning restrictions;

Regardless of the date the zoning restrictions were adopted, Applicant knew, or will be deemed to have known, that farm animals were prohibited in this residential neighborhood at the time of purchase. Applicant purchased the property in 2001. The property is subject to the Declaration of Restrictions and Covenants for Montville Farms Subdivisions (Phases I, II, III and IV) filed in the Medina County records (copy attached). These covenants and restrictions run with the land for the benefit of all property owners within the Montville Farms Subdivisions and are enforceable by all current property owners of the Subdivision without the need of a HOA.

The failure of the Board of Zoning Appeals to enforce the Zoning Code and prohibit farm animals in this residential neighborhood would likely result in needless litigation by the property owners to enforce the Subdivision covenants and restrictions, and the City's Zoning Code.

Section 11(e) of the Restrictions and Covenants provides:

“The following uses and activities shall be prohibited:

(e) The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner as to constitute a nuisance;"

F. Whether the property owner's predicament feasibly can be obviated through some method other than a variance; and/or

Applicant's predicament can be feasibly obviated without a variance. Applicant asserts that the goats will be used as companion animals for Applicant's children. Household pets, by definition, are domestic or tamed animals kept for companionship or pleasure. Dogs (Applicant has 2-4 dogs), cats and other non-farm animal pets have provided comfort and companionship to people for years and will continue to provide such comfort and companionship for years to come. Further, animal care skills and responsibility can be taught to children using household pets. A variance is not required for household pets.

G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance.

The zoning regulations permit chickens, ducks, rabbits and similar animals in a manner that prevents nuisances to occupants of nearby properties and prevents conditions that are unsanitary or unsafe. Goats, regardless of size, are not similar animals to chickens, ducks, rabbits and similar animals.

For the reasons set forth above, the undersigned property owners respectfully oppose the variance request and ask the Board of Zoning Appeals to deny the variance.

Respectfully submitted,

Rick and Polly Legenza
1069 Greenwood Ct.

Richard Legenza Polly Legenza

Randy and Amy Bennett
1086 Greenwood Ct.

Randy Bennett Amy Bennett

Jeff and Bethany Pittman
1082 Greenwood Ct.

Jeff Pittman Bethany Pittman

Steve and Darlene Fazekas
1098 Greenwood Ct.

Stephen Fazekas Darlene Fazekas

Tom and Alicia Pizon
1093 Greenwood Ct.

Tom Pizon Alicia Pizon

Joel and Jenine Tanner
1097 Greenwood Ct.

Joel Tanner Jenine Tanner

Steve and Suzie Cooper
1076 Greenwood Ct.

Steve Cooper Suzie Cooper

Michael and Susie Conley
1075 Greenwood Ct.

Michael Conley Susie Conley

Greg & Nancy Robbins

1103 Greenwood Ct.

Margaret Updyke
Daniel Updyke

1072 GREENWOOD CT

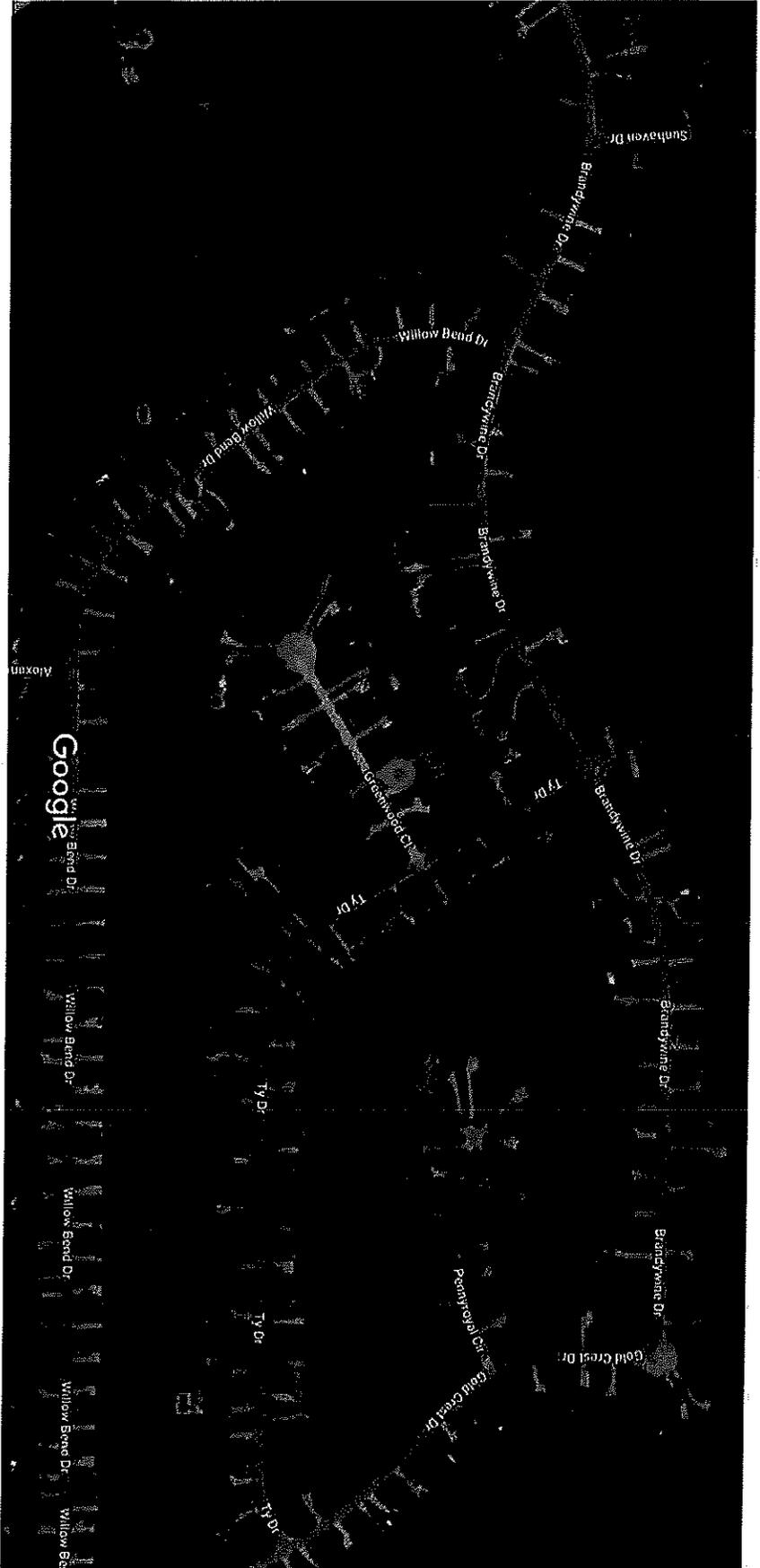
Margaret Updyke Daniel Updyke

Margaret Updyke Daniel Updyke

Mark + Diane Ely
1104 Greenwood Ct.

Diane Ely Mark Ely

Google Maps Greenwood Ct



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200 ft

#486056

OFF REC 561 PG 444

Decl of 561/44

Assign/Decl. ASSIGNMENT PT. RELEASE O.R. Vol. 826 Pa. 914 CANCELLATION 6-29-93

ROBERT HALE MEDINA CTY. RECORDER RECORDED THIS DATE 444-454 JUL 13 P 1:35 29.00

DECLARATION OF THE RESTRICTIONS AND COVENANTS FOR MONTVILLE FARMS PLAT VOL. 23 PG 134

WHEREAS, GREENLEAF DEVELOPMENT CO., INC. hereinafter called the "Developer" has the property ("Property") in Medina City, Medina County, Ohio, described upon Exhibit "A" attached hereto and incorporated herein, which it intends to develop into a residential subdivision encompassing single family residences and open spaces for the benefit of such subdivision; and

WHEREAS, Developer has platted a subdivision designated as Montville Farms Subdivision Phase I, as recorded in Plat Book 23, Pages 134 through _____, Medina County Records ("Subdivision"); and

WHEREAS, Developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said subdivision and for the maintenance and preservation of the open spaces, to impose and provide restrictions, covenants, easements, and limitations upon the Property in said Montville Farms Subdivision.

NOW THEREFORE, the following restrictions, limitations, covenants, and requirements are hereby imposed upon said Subdivision by Developer and shall be covenants running with the land, binding upon and inuring to the benefit of the Developer and the respective grantees in deeds for such Property (or portions thereof), their respective successors, purchasers, heirs, executors, administrators, and assigns:

I. DEED RESTRICTIONS

1. Residential Use.

All of the Lots (individually hereinafter referred to as Lot or Lots) in the Montville Farms Subdivision except as hereinafter expressly provided to the contrary, including all Lots enlarged or recreated by shifting or location of side boundary lines, are restricted to the use of a single family, their household servants and guests. Only one dwelling shall be erected per Lot. A construction shed may be placed on a Lot and remain there temporarily only during the course of active construction of a residence. Otherwise, no portable building or trailers may be moved onto a Lot.

2. Use of the Lot.

No trade, business, profession, or any other type of commercial activity shall be carried on upon any of the

BUCKEYE RESERVE TITLE AGENCY, INC.

modified ASSIGNMENT PT. RELEASE O.R. Vol. 636 Pa. 890 CANCELLATION 8-30-91

Property in this Subdivision, except as provided in Paragraph 1, hereof. This shall not prevent owner of a single family residence from renting said residence for single family residential use.

3. Lawns and Landscaping.

All lawns in the front of each residence shall extend to the pavement line. No gravel or paved parking strips are to be allowed except as approved on the Plans submitted in accordance with Paragraph 4. Said landscaping shall be completed in a reasonable time after occupancy could be accomplished, not to exceed (6) months.

4. Approval of Plans, Specifications, and Location Buildings.

In order to insure that the homes and other buildings in this Subdivision will preserve a uniformly high standard of construction, no building, improvement or other structure shall be erected, placed, or remain on any Lot in the Subdivision until a set of plans and specifications, including but not limited to elevations, material lists, and a site plan showing the location of the buildings, improvements or other structures, including but not limited to terraces, patios, walls, fences (which must be of split rail construction), driveways, poles, property lines, and setbacks (hereinafter "Plans"), is submitted to the Montville Farms Review Committee (the "Committee") and approved by the Committee. Refusal of approval of Plans by the Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient. The provisions herein contained requiring approval of the Committee shall apply equally to any subsequent repair, alteration, or modifications made in any building, wall, or other structure or improvement within the Subdivision.

In addition to the right to approve Plans in accordance herewith, the Committee shall have the right to approve any general contractor to be employed in conjunction with construction of any building, structure, or improvement within the Subdivision, and such construction shall commence until the contractor has been so approved. All construction of any residence shall be completed within twelve (12) months within the commencement thereof or the Association shall be entitled to enter upon the Lot and remove any partially completed construction or complete the construction, all at said Lot owner's cost and expense.

The parties acknowledge that so long as Developer, or entities owned or controlled by Developer, own any Lot within the Subdivision, Developer shall be entitled to appoint, reappoint, remove, or substitute all members of the Committee

in its sole and absolute discretion.

Neither the Committee nor any member or representative thereof shall have any liability or responsibility for the satisfactory completion of any structures on the Lot by reason of the Committee's approval of any Plans submitted pursuant to this paragraph. Approval by the Committee of the Plans shall not be deemed to constitute approval of the Plans as containing a proper design for any other purpose than the purposes of the Committee under this paragraph. Further, approval by the Committee of any Plans does not constitute any warranty of guarantee that said Plans will receive any and all necessary government approvals.

The issuance by the City of Medina of a building permit, license, or approval of any type shall not be deemed to satisfy the requirements of this Section 4 and shall not prevent the Developer, the Association or any of the Lot owners from enforcing these provisions.

5. Owner's Association.

As Lots are transferred from Developer, or entities owned or controlled by Developer, all Lot owners shall become Class A members of the Montville Farms Homeowner's Association, Inc., ("Association") which will be formed by Developer within a reasonable time after the transfer of title to the first Lots. Each such Lot owner shall automatically become a member of the Association and shall become subject to all the rules, regulations, assessments, and contractual obligations of such Association which may be enacted at any time hereafter. The Class A members shall have no voting rights in the Association until Developer terminates its Class B membership as provided below. Developer shall be a Class B member of the Association with full (100%) voting rights in the Association until such time as all of the Lots in the Subdivision have been sold to individuals or entities other than Developer, or any entity controlled by Developer, or at such time as Developer may elect, in its discretion, to terminate its Class B membership.

6. Submittals and Approvals.

No building or structure shall be erected on any Lot until approved in writing by the Committee in accordance with Paragraph 4 of this Declaration. At such time as all of the Lots in the Subdivision have been sold to individuals or entities other than Developer, or an entity controlled by Developer, or at such earlier time as Developer may elect, the right to appoint members of the Committee shall shift to the Association. Thereafter, said Committee shall be comprised of not greater than three (3) members, each of whom shall be an owner or co-owner of a Lot within the

Subdivision.

7. Preservation of Trees.

Prior to the commencement of the actual construction of an approved residence by a Lot owner, certain trees will have to be removed to provide clearance for the actual building, driveways, patios, etc. To preserve as many trees as possible, no trees five (5) inches in diameter or larger, which stand ten (10) feet or further from the proposed construction of the buildings, driveway, patio, terrace, etc., may be removed without the prior consent of the Committee. All Lot owners shall use reasonable precautions to safeguard the protection of trees during construction which are not scheduled for removal.

8. Setback Lines and Size of Buildings.

All buildings erected or constructed on any Lot shall conform in area and setback limitations to the following:

Minimum Square Feet - 2,400

Setback Requirements from Lot (except as more specifically provided below) - Front, 50 feet; Back, 25 feet; Sides, 20 feet.

Where two (2) or more Lots are acquired and used as a single building site, the side Lot lines shall refer only to the lines bordering on the adjoining Lot.

Variations to the above requirements may be authorized by the Committee in its sole discretion, at the time Plans are submitted, taking into consideration specifically corner Lots, odd-shaped Lots, or the specific uniqueness of any particular Lot.

9. Method of Determining Square Foot Area.

The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, screened porches, and basement, patio (except as herein provided), the terraces shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

In the case of a Cape Cod design, the second floor area shall be computed from the outside dimension of the knee wall.

If a basement is exposed at ground level due to a sloping Lot and completed to a living area with full windows or doors,

If a basement is exposed at ground level due to a sloping lot and completed to a living area with full windows or doors, fifty percent (50%) of the square footage of the basement may be counted.

10. Location of Garages and Parking of Trucks.

No garage shall be erected which is separated from the main building and all garages must be sufficient size for two (2) or more cars. No commercial trucks of any kind shall be permitted to be parked in this Subdivision for a period of more than four (4) hours, unless the same is present in the actual construction or repair of buildings located within the Subdivision, and no trucks shall be parked overnight. The foregoing shall not be deemed to apply to construction vehicles in conjunction with the initial construction of the Subdivision improvements on any buildings or structures being built on any Lots.

11. Prohibited Uses and Activities.

The following uses and activities shall be prohibited:

- (a) Industrial or manufacturing uses of any kind;
- (b) Commercial agricultural uses;
- (c) Drilling or operating oil or gas wells;
- (d) Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with the development of the Property for permitted use;
- (e) The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner as to constitute a nuisance;
- (f) Temporary structures including but not limited to trailers, basement or incomplete houses, tents, shacks, garages, (except those attached to the residence) or other out buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the Subdivision or construction of residences thereupon;
- (g) Erection or maintenance of any signs, billboards or advertising devices of any kind except (1) signs not larger than two hundred sixteen (216) square inches for

offering premises for sale shall be permitted on the premises to be sold (one (1) per Lot); (2) home builders and general contractors signs not larger than two hundred sixteen (216) square inches and only during construction (one (1) per Lot).

Nothing herein contained shall limit Developer's right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer;

(h) Nuisances and noxious or offensive activities of any kind;

(i) Storage of mobile homes, trailers, boats, or other types of recreational vehicles on any property for a period of over seven (7) days without said vehicles being housed inside a permanent structure;

(j) Storage of commercial trucks and trailers, machinery, equipment and unworking vehicles, unless such are housed inside a permanent structure.

Nothing herein contained shall limit use of trucks, trailers, or equipment during construction;

(k) Hanging of laundry in any portion of any Lot;

(l) No boundary wall shall be constructed with a height of more than five (5) feet above the ground level of adjoining Lot. No wall of any height shall be constructed on any Lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Committee. The heights or elevations of any walls shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Committee. Wire mesh-type fences are strictly prohibited in all instances;

(m) Sight lighting which interferes with the comfort, privacy, or general welfare of adjacent or other Lot owners is prohibited. All sight lighting, including security lighting, shall be approved by the Committee prior to installation. Notwithstanding the foregoing, all residences shall be required to install a post light of identical uniform design, ten (10) feet from the driveway, at the right-of-way line which is serviced by underground wiring, which design shall be as designated by the Committee;

(n) All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened-in or walled-in areas so that they shall not be visible from the adjoining Lots;

(o) No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

In the event that any Lot owner shall fail or refuse to keep the Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Association may enter upon the Lots and remove the same at the expense of the owner thereof, and such entry shall not be deemed a trespass;

(p) All satellite antennas and dishes shall be positioned and camouflaged so as to not be visible. No trees shall be cut to permit the installation and/or maintenance of satellite antennas and dishes. Approval of any and all antennas or dishes must be obtained from the Committee which shall have sole and absolute discretion.

(q) No mailboxes shall be constructed or placed except those conforming to the identical uniform design designated by the Committee for all mailboxes within the Subdivision.

12. Additional Restrictions.

The following are additional restrictions, covenants, and requirements imposed on each Lot;

(a) No Lot in this Subdivision shall be subdivided or divided;

(b) No portion of the Lot shall be utilized for driveway or roadway purposes except for access to and from the residence located upon that Lot;

(c) No driveway shall be constructed with materials except asphalt, concrete, brick, or exposed aggregate unless approved in advance by the Committee;

(d) No portion of any structure shall contain exposed concrete block, it being required that such be faced with brick, stone, or stucco;

(e) Developer reserves the right to establish grades and slopes within the Subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each Lot, as the improvement thereon is completed, will correspond the grade of the Lots on either side; having due regard for nature contours and drainage of the Property;

(f) The size, course, and flow of streams, creeks, and/or any other bodies of water shall not be altered, modified, or tampered with without the written approval of

the Committee and any necessary governing authorities;

(g) The responsibility for removal of debris or other blockage from streams, creeks, or other bodies of water in the Subdivision and the maintenance of the banks of said streams, creeks, or other bodies of water, is the responsibility of each respective Lot owner whose Lot contains or is bounded by that portion of the stream, creek, or other body of water in the Subdivision requiring debris removed or maintenance of its banks.

In the event of a failure of any Lot owner to properly remove debris or other blockage from the streams, creeks, or other bodies of water in the Subdivision or to maintain the streams, creeks, or other bodies of water in the Subdivision, the Association shall have the right to perform that work and charge back the appropriate Lot owner for all costs incurred.

13. Limits, Modifications, and Enforceability.

(a) Developer and/or Association reserve their right to itself, its agents, employees or any contractor or subcontractor, dealing with the Developer and/or Association to enter upon the Property covered by this Declaration for the purpose of carrying out and completing the development of the Property covered by this Declaration, including but not limited to completing any dredging, filling, grading, or installation of drainage. These reserved rights in the Developer and/or Association shall also apply to any additional improvements which the Developer and/or Association has a right but not the duty to install including but not limited to any streets, sidewalks, curbs, gutters, beautifications, or any other improvement. Developer and/or Association agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the Lot owner in connection therewith;

(b) Developer reserves the right for itself, its successors and assigns so long as it retains ownership to any Lot within the Subdivision, the right to amend, change, cancel or add to any or all of the provisions of this Declaration when it deems such course of action advisable.

The restrictions contained herein shall be deemed as covenants running with the land and not as conditions, and shall be binding upon all owners of any part of the property herein described and all persons claiming under them; and

Invalidation or unenforceability of any one or more of the provisions herein by judgment or a court order shall in no manner effect any of the other provisions hereof and such other provisions shall remain in full force and effect.

(c) Developer reserves to itself, and his successors

and assigns, and/or the Association to right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utility facilities in and upon all highways and streets, now existing or affirm all such agreements that may be entered into between the Developer and/or Association and the public utility companies and authorities.

(d) The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns, and successors of such person or entity, who is or becomes an owner of any Lot in this Subdivision including Developer. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of this Subdivision and protection of all present and future owners of any part of the Subdivision. Failure of Developer to enforce any of the restrictions contained herein shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal, or neglect of Developer to enforce said restrictions or to prevent violations thereof, shall in no event make the Developer liable for such failure, refusal, or neglect.

(e) Developer or owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the Medina County Engineer or the City of Medina.

II. COMMON AREAS

The Association may assess a yearly maintenance assessment which assessment shall be used to maintain the common areas within the development, which shall include but not be limited to the following:

- (a) Block "A" as designated on the Plat.
- (b) Block "B" as designated on the Plat.
- (c) All landscaping within the boulevard islands, cul de sacs, or right of way.
- (d) All streams, creeks, and other bodies of water located in the Subdivision, however, the maintenance of such shall be the responsibility of the adjacent owners as set forth above.
- (e) Any other areas which are deemed appropriate for the expenditure of funds by the Committee.
- (f) Neither Developer nor its representatives,

successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the Regulations of the Association or in Developer's (or its representative's) capacity as owner, manager or seller of the Lots or any part thereof, whether or not such claim:

(1) Shall be asserted by a Lot owner, occupant, the Association or by any person or entity claiming through any of them; or

(2) Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or

(3) Shall arise ex contractu or (except in the case of intentional tort or gross negligence) ex delictu.

Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Lots containing any patent or latent defects, or by reason of any act or neglect of any Lot owner, occupant, the Association, the Committee, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Subdivision, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

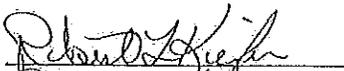
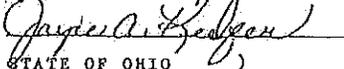
IN WITNESS WHEREOF, GREENLEAF DEVELOPMENT CO., INC., has hereunto executed this Declaration by its authorized office this 14th day of JUNE, 1990.

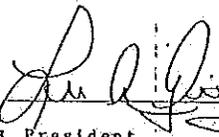
Signed and Acknowledge

GREENLEAF DEVELOPMENT CO., INC.

in the Presence of:

AN OHIO CORPORATION



STATE OF OHIO)
COUNTY OF CUYAHOGA)

By 
Its President

The foregoing instrument was acknowledged before me this 14th day of June, 1990, by LEE A. GETTLING FOR GREENLEAF DEVELOPMENT CO., INC.

WENDY L. MILICIC WEST
Notary Public, STATE OF OHIO
My commission expires March 15, 1994

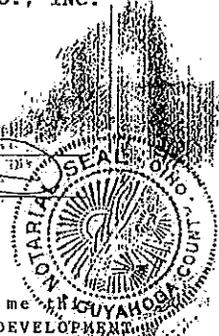
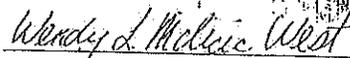



EXHIBIT "A"

SITUATED IN THE CITY OF MEDINA, COUNTY OF MEDINA AND STATE OF OHIO:
AND KNOWN AS BEING THE WHOLE OF MEDINA CITY LOT NUMBER 5701.

SUPPLEMENT TO
DECLARATION OF RESTRICTIONS AND COVENANTS
FOR MONTVILLE FARMS SUBDIVISIONS
(PHASES I, II III AND IV)

SUPPLEMENT ("Supplement") dated September 5, 1995, made by TIMBERLAND DEVELOPMENT COMPANY, INC. ("Developer") to DECLARATION OF RESTRICTIONS AND COVENANTS FOR MONTVILLE FARMS SUBDIVISIONS.

W I T N E S S E T H :

WHEREAS, TIMBERLAND DEVELOPMENT COMPANY, INC. ("Developer") is the successor of GREENLEAF DEVELOPMENT COMPANY ("Greenleaf"), and owner of the property known as Montville Farms Subdivision Phase IV, described on EXHIBIT A, attached hereto; and

WHEREAS, GREENLEAF made a Declaration of Restrictions and Covenants for Montville Farms Subdivision Phase I, which is recorded at O. R. 561 at Page 444 through 454, as modified at O. R. 636, Pages 590 - 591 of Medina County Records (the "Declaration"); and

WHEREAS, the Declaration was duly supplemented by an instrument dated March 8, 1994, recorded in O.R. 826, Page 914 of Medina County Records, which subjected Montville Farms Subdivision, Phase II to the Declaration; and

WHEREAS, the Declaration was restated by an instrument entitled SUPPLEMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR MONTVILLE FARMS PHASE III (the "Restated Declaration"), dated August 1, 1994 and recorded November 28, 1994 in O.R. 922, Page 154 et sequitur of Medina County Records, which Restated Declaration added Phase III of the Montville Farms Subdivision; and

WHEREAS, the Declaration reserved to Developer, the right to amend the Declaration and to submit additional lands to its terms; and

WHEREAS, Developer wishes to supplement the Declaration further by subjecting Montville Farms Subdivision, Phase IV to the Declaration;

NOW, THEREFORE, TIMBERLAND DEVELOPMENT COMPANY, INC. hereby submits the real property described on EXHIBIT A ("Montville Farms Subdivision Phase IV") to the covenants and provisions of the Restated Declaration:

I. DEFINITIONS

- (a) "Property" means the property described on EXHIBIT A, attached, which is being platted as MONTVILLE FARMS SUBDIVISION PHASE IV, and Phases I, II and III of Montville Farms Subdivisions, previously subdivided and submitted to the Restated Declaration.

- (b) "Subdivision" and "Subdivisions" means Phases I, II, III and IV of the Montville Farms Subdivisions.
- (c) Except for the foregoing definitions, the definitions in the Restated Declaration will be applicable to this Supplement unless the context otherwise requires for the definitions herein modified.

II. SUBMISSION TO RESTATED DECLARATION

Developer submits and dedicates the property described on EXHIBIT A to the restrictions, limitations, easements, covenants and provisions of the Restated Declaration.

III. COMMON AREAS

Part II of the Restated Declaration is amended to be and read as follows:

II. COMMON AREAS

1. Assessments.

The Association may assess a yearly maintenance assessment which assessment shall be used to maintain the common areas within the development, which shall include but not be limited to the following:

(a) All landscaping within the boulevard islands, cul de sacs, or right of way.

(b) All streams, creeks, and other bodies of water located in the Subdivisions, however, the maintenance of such shall be the responsibility of the adjacent owners as set forth above.

(c) Any other areas which are deemed appropriate for the expenditure of funds by the Board of the Trustees of Montville Farms Homeowners' Association, Inc.

2. Non-Liability.

Neither Developer nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the Regulations of the Association or in Developer's (or its representative's) capacity as owner, manager or seller of the Lots or any part thereof, whether or not such claim:

(a) shall be asserted by a Lot owner, occupant, the Association or by any person or entity claiming through any of them; or

(b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or

(c) shall arise ex contractu or (except in the case of intentional tort or gross negligence) ex delicto.

Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Lots containing any patent or latent defects, or by reason of any act or neglect of any Lot owner, occupant, the Association, the Committee, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Subdivisions, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, Sewage, etc.).

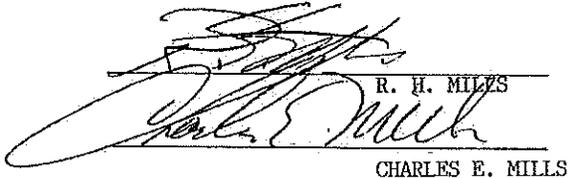
3. Full Force and Effect.

Except as herein supplemented and amended the Restated Declaration is now and shall continue to be in full force and effect, applicable to the Property, being all of Subdivisions I, II, III and IV.

IN WITNESS WHEREOF, TIMBERLAND DEVELOPMENT COMPANY, INC., has hereunto executed this Declaration by its authorized officer this 5 day of September, 1995.

Signed and acknowledged
in the presence of:

TIMBERLAND DEVELOPMENT
COMPANY, INC.


R. H. MILLS
CHARLES E. MILLS

By 
Lee A. Gettling, President

STATE OF OHIO)
) SS.:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 5 day of September, 1995, by LEE A. GETTLING, President, of TIMBERLAND DEVELOPMENT COMPANY, INC., an Ohio corporation, on behalf of the Corporation.



RONALD H. MILLS, Attorney
NOTARY PUBLIC STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.


Notary Public

This instrument prepared by: Donald H. Powers, Attorney-at-Law,
2 Berea Commons, Suite 215, P.O. Box 1059, Berea, Ohio
44017 (216) 243-2955

A:\GETTLING-MONTVILLE\MONTIV.SUP

Medina City, Medina County

MONTVILLE FARMS PHASE 4

(VOL. 27 PAGE 101)

| LOT # | PP# |
|-------|----------------|
| 6726 | 028-19D-15-089 |
| 6727 | 028-19D-15-090 |
| 6728 | 028-19D-15-091 |
| 6729 | 028-19D-15-092 |
| 6730 | 028-19D-15-093 |
| 6731 | 028-19D-15-094 |
| 6732 | 028-19D-15-095 |
| 6733 | 028-19D-15-096 |
| 6734 | 028-19D-15-097 |
| 6735 | 028-19D-15-098 |
| 6736 | 028-19D-15-099 |
| 6737 | 028-19D-15-100 |
| 6738 | 028-19D-15-101 |
| 6739 | 028-19D-15-102 |
| 6740 | 028-19D-15-103 |
| 6741 | 028-19D-15-104 |
| 6742 | 028-19D-15-105 |
| 6743 | 028-19D-15-106 |
| 6744 | 028-19D-15-107 |
| 6745 | 028-19D-15-108 |
| 6746 | 028-19D-15-109 |
| 6747 | 028-19D-15-110 |
| 6748 | 028-19D-15-111 |

OR 1115 PG 670

| LOT # | PP# |
|-------|----------------|
| 6749 | 028-19D-15-112 |
| 6750 | 028-19D-15-113 |
| 6751 | 028-19D-15-114 |
| 6752 | 028-19D-15-115 |
| 6753 | 028-19D-15-116 |
| 6754 | 028-19D-15-117 |
| 6755 | 028-19D-15-118 |
| 6756 | 028-19D-15-119 |
| 6757 | 028-19D-15-120 |
| 6758 | 028-19D-15-121 |
| 6759 | 028-19D-15-122 |
| 6760 | 028-19D-15-123 |
| 6761 | 028-19D-15-124 |
| 6762 | 028-19D-15-125 |
| 6763 | 028-19D-15-126 |
| 6764 | 028-19D-15-127 |
| 6765 | 028-19D-15-128 |
| 6766 | 028-19D-15-129 |
| 6767 | 028-19D-15-130 |
| 6768 | 028-19D-15-131 |
| 6769 | 028-19D-15-132 |
| 6770 | 028-19D-15-133 |

Amend/Declar.
 ASSIGNMENT
 PT. RELEASE O.R. Vol. 826
 CANCELLATION Pa. 914
6-29-93

MODIFICATION OF SUBDIVISION RESTRICTIONS

The Declaration of the Restrictions and Covenants for Montville Farms Subdivision, originally recorded in Volume OR561, Page 444 thru 454 of Medina County Records, relating to the Subdivision Plat Recorded in Plat Volume 23, Page 134 of Medina County Records shall be amended as follows regarding item 8 of Section I:

Setback Lines and Size of Buildings.

All buildings erected or constructed on any Lot shall conform in area and setback limitations to the following:

Minimum Square Feet- 2,400 for Colonial or Cape Cod
2,200 for Ranch Style

Setback Requirements from Lot (except as more specifically provided below) - Front, 50 feet; Back, 50 feet; Sides, 10 feet.

Where two (2) or more Lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining Lot.

Variations to the above requirements may be authorized by the Committee in its sole discretion, at the time Plans are submitted, taking into consideration specifically corner Lots, odd-shaped Lots, or the specific uniqueness of any particular Lot.

SEE REVERSE SIDE FOR LEGAL DESCRIPTION

IN WITNESS WHEREOF, GREENLEAF DEVELOPMENT CO., INC., HAS HERETO EXECUTED THIS MODIFICATION OF SUBDIVISION RESTRICTIONS BY ITS AUTHORIZED OFFICER THIS 30th DAY OF August, 1991.

Signed and Acknowledged in the Presence of:

GREENLEAF DEVELOPMENT COMPANY, INC., an OHIO CORPORATION

A Susan A. Gerbas
Witness
Carol J. Durbin
Witness

BY Lee A. Gettling
Its President

State of Ohio)
County of Medina) SS:

The foregoing instrument was acknowledged before me this 30th day of August, 1991 by Lee A. Gettling for Greenleaf Development Company, Inc.

My Commission Expires: SEPT. 6, 1995

A Susan Anne Gerbas
Notary Public



SITUATED IN THE CITY OF MEDINA, COUNTY OF MEDINA AND STATE OF OHIO:

AND KNOWN AS BEING THE WHOLE OF LOTS 5710, 5711, 5712, 5713, 5714, 5715, 5716, 5717, 5718, 5721, 5722, 5723, 5724, 5725, 5726, 5727, 5728, 5729, 5730, 5731, 5732, 5733, 5734, 5735, 5736, 5737, 5738, 5739, 5740, 5741, 5742, 5743, 5744, 5745, 5746, 5747, 5748, and 5749 of Montville Farms Subdivision Phase I recorded in Plat Volume 23, Page 134 of Medina County Records, be the same more or less, but subject to all legal highways.

PPN 028-19D-14-014
028-19D-14-015
028-19D-14-016
028-19D-14-017
028-19D-14-018
028-19D-14-019
028-19D-14-020
028-19D-14-021
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028-19D-14-027
028-19D-14-028
028-19D-14-029
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028-19D-14-031
028-19D-14-032
028-19D-15-003
028-19D-15-004
028-19D-15-005
028-19D-15-006
028-19D-15-007
028-19D-15-008
028-19D-15-009
028-19D-14-033
028-19D-14-034
028-19D-14-035
028-19D-14-036
028-19D-14-037
028-19D-14-038
028-19D-14-039
028-19D-14-040
028-19D-14-041
028-19D-14-042
028-19D-14-043
028-19D-14-044
028-19D-14-045
028-19D-14-046

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MEDINA COUNTY
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