

Country Lakes at Fox Meadows

Article VII Covenants and Restrictions

12/15/1997 with amendments 6/2004 and 11/2008

The attached is only the section covering Covenants and Restrictions, complete Declaration of Covenants, Conditions, Easements and Restrictions for both Country Lakes and the Master Fox Meadows Association is on file at the Medina County Recorder office if you did not receive a copy from your realtor.

ARTICLE VII COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause Country Lakes to be kept and maintained as a high quality residential golf club community. Therefore, the Covenants and Restrictions provided in this article shall be applicable to the Country Lakes Owners, land contract vendees, lessees, Country Lakes Tenants and Country Lakes Occupants of Country Lakes. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent.

The Association of Country Lakes, acting through its Board, shall have standing and the power to enforce these standards.

The Association of Country Lakes, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of Country Lakes in addition to those contained herein, and to impose reasonable user fees for use of Country Lakes Common Areas facilities. Such regulations and use restrictions shall be binding upon all Country Lakes Owners, land contract vendees, lessees, Country Lakes Tenants and Country Lakes Occupants

Section 7.1 - Covenant of Good Maintenance

Each Country Lakes Owner, Country Lakes Tenant and the Country Lakes Association, shall keep and maintain the property owned, leased to or controlled by or in the possession of such Person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding and mowing of all lawns, to the extent not provided by the Country Lakes Association, the pruning and cutting of all trees and shrubbery, the watering of all lawns, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property maintenance in a golf course residential community. As provided in Section 7.23 hereof, each Country Lakes Owner shall be obligated to pay the costs incurred by the Country Lakes Association for repairing, replacing, maintaining or cleaning any items which are the responsibility of such Country Lakes Owner, but which responsibility such Country Lakes Owner fails or refuses to discharge.

Section 7.2 - Temporary

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be constructed, maintained or used, temporarily or permanently, as a residence on any part of Country Lakes at any time; provided, however, Declarant shall have the right to construct and maintain any such temporary structure for use in connection with the development of Country Lakes and/or the sale of Country Lakes Living Units.

Section 7.3 - Fences, Walls and Hedges

Every effort must be made to retain the feeling of open space. Attempts to establish property lines through individual fencing or shrubbery are prohibited. No wall or fence shall be constructed or maintained on any Lot.

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of Country Lakes (including the Country Lakes Living Units situated thereon) or upon the Country Lakes Common Areas, nor shall anything be done thereon that may be or become a nuisance or annoyance to other Country Lakes Owners or

Country Lakes Occupants. Loud speakers that cause a hazard or annoyance shall not be permitted. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any portion of Country Lakes (including the Country Lakes Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Country Lakes Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance or detrimental effect on Country Lakes or other Country Lakes Living Units or Country Lakes Occupants shall be permanently removed from Country Lakes upon three days' written notice for the Board. Dogs shall at all times whenever they are outside a Country Lakes Living Unit be confined on a leash held by a responsible person. The Country Lakes Rules may limit the number of pets which may be kept in any one Country Lakes Living Unit and may levy enforcement charges against Persons who do not clean up after their pets. The Board shall have absolute power to prohibit a pet from being kept on Country Lakes or within a Country Lakes Living Unit if the Board finds a violation of this Section.

Section 7.6 - Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property including, without limitation, "For Rent" and "For Sale" signs. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to the Declarant or real estate company authorized by Declarant.

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of Country Lakes, except normal residential accumulation pending pick-up, except a) building materials during the course of construction or reconstruction of any approved building or structure, and b) except firewood may be stored within Country Lakes Living Units, on patio areas or other areas designated by the Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open only on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of Country Lakes. Anything herein to the contrary notwithstanding, the Country Lakes Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same become reasonably necessary to the safety, health or welfare of the Country Lakes Occupants, and is permitted by law.

Section 7.8 - Commercial or Professional Uses

Except as otherwise specifically provided in this Declaration or by Country Lakes Rules developed in accordance with this Declaration, no Country Lakes Living Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping residence, and uses customarily incidental thereto, provided, however, that no Country Lakes Living Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Except as expressly permitted in this Declaration, or by Country Lakes Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of Country Lakes; provided, however, a Country Lakes Occupant may use a portion of his or her Country Lakes Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Country Lakes Occupant and that such use does not result in the Country Lakes Living Unit becoming principally an office, school or studio as distinct from a Country Lakes Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board first obtained. Such approval may be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside the Country Lakes Living Unit; (b) the business activity conforms to all zoning requirements for Country Lakes; (c) the business activity does not involve persons coming onto Country Lakes who do not reside in Country Lakes except by appointment only; (d) the business activity does not involve door-to-door solicitation of Country Lakes Occupants; and (e) the business activity is consistent with the residential character of Country Lakes and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Country Lakes, as may be determined in the sole discretion of the Board. The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Country Lakes Living Unit by the Declarant or any Country Lakes Owner, the right of the Declarant or the Board (or a firm or agent employed by the Declarant or Board) to approve commercial activities such as charity events, sporting events requiring admission, temporary food and beverage operations and brokerage offices for sales of Vacant Country Lakes Sublots for the new sales of Country Lakes Living Units and resales of Country Lakes Living Units. Notwithstanding the foregoing, it shall be permissible for the Declarant to maintain, as long as Declarant has a fee simple ownership interest in the Property, one or more Country Lakes Living Units as sales models and offices, and for storage and maintenance purposes.

Section 7.9 - Storage of Vehicles and Machinery: No Parking on Dedicated Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon Country Lakes, except in the confines of garages. No machinery of any kind shall be placed or operated upon any portion of Country Lakes except such machinery which is customarily required for the

maintenance of Country Lakes, related improvements, lawns and landscaping. Such permitted machinery shall be stored in garages and maintenance buildings approved by the Design Review Committee of the Master Association. Furthermore, on-street parking of motor vehicles shall be in accordance with the Township's Zoning Resolution and County Requirements, if any.

Section 7.10- Firearms, Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon Country Lakes, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to Country Lakes or Golf Course Property, or except with the prior written approval of the Board.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of Country Lakes or on the public right-of-way adjoining any portion of Country Lakes for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on Country Lakes. The Board shall have the right to adopt Rules with respect to the use or storage of such vehicles on Country Lakes.

Section 7.12 - Traffic Regulations, Golf Carts

All vehicular traffic on dedicated roads shall be subject to the provisions of the laws of the State of Ohio, the County, and the Township concerning operation of motor vehicles on public streets. All vehicles of any kind and nature which are operated on Country Lakes shall be operated in a careful, prudent, safe, and quiet manner.

Section 7.13 - Poles, Wires, Antennae and Satellite Dishes

Subject to applicable easement rights, no facilities, including poles, antennae, satellite dishes, transmitters, receivers, and wires, for the transmission or receipt of electricity, telephone messages, hand radio messages, television or radio and the like shall be erected or placed upon any building, structure or lot. This provision shall not apply to temporary facilities for the construction or repair of any building or other structure.

Section 7.14 - Exterior Appearance

The exterior of any building or structure on Country Lakes shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Board. The type and location of mailboxes shall be prescribed by the Board.

Section 7.15- Grading

No Person shall change the grade on any portion of Country Lakes without first obtaining the consent of the Board.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within Country Lakes. The Township or other governmental authority having jurisdiction and the Golf Course Property Owner shall have the right to enter upon Country Lakes Common Areas of to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances, including, without limitation, the lake and ponds within Country Lakes, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the Golf Course Property and to other property within the Township.

Section 7.17 - Re-Subdivision of Lots

No Country Lakes Vacant Sublot or Country Lakes Living Unit Lot shall be subdivided or its boundary lines changed except with the proper written approval of the Board or except as expressly authorized herein. Declarant, however, hereby expressly reserves the right to replot any Country Lakes Vacant Sublot(s) or Country Lakes Living Unit Lot(s) owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7.18 - Golf Course Property

Owners of Country Lakes Living Units and Vacant Country Lakes Sublots adjacent to the Golf Course Property, as well as their families, tenants, guests, invitees and pets, and users of Country Lakes Common Areas or Country Lakes Green Space adjacent to the Golf Course Property shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments running or walking on the Golf Course, picking up balls, or similar interference with play.

Section 7.19 - Use of Golf Course Property

Memberships authorizing use of the Golf Course Property are being offered by the Golf Club in accordance with the Plan for the Offering of Memberships in Fox Meadow Golf and Country Club (the "Membership Plan"), as it may be amended from time to time. Use of the Golf Course Property is only available to members, guests and invitees of the Golf Club. Country Lakes Owners and other persons who do not own property in Country Lakes at Fox Meadow may apply for membership in the Golf Club in accordance with the terms and conditions of the

Membership Plan. Ownership of a Country Lakes Living Unit or other property within Country Lakes and membership in the Association of Country Lakes does not give to any Country Lakes Owner any vested right or easement, prescriptive or otherwise, to enter or use the Golf Course Property and does not grant any ownership or membership interest in the Golf Club or Golf Course Property.

Section 7.20 - Use of the Name "Country Lakes at Fox Meadow"

No Person shall use the words "Country Lakes at Fox Meadow" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Country Lakes Owners may use the name "Country Lakes at Fox Meadow" in printed and promotional material where such words are used solely to specify that particular property is located within "Country Lakes at Fox Meadow".

Section 7.21 - Individual Insurance

By virtue of taking title to a Country Lakes Living Unit subject to the terms of this Declaration, each Country Lakes Owner covenants and agrees with all other Country Lakes Owners and with the Association of Country Lakes that each individual Country Lakes Owner shall carry blanket all-risk casualty insurance on the Country Lakes Living Units and structures constructed thereon in the amount of the full replacement cost of such Country Lakes Living Unit, such policy to have an agreed amount endorsement to avoid a co-insurance penalty. Each individual Country Lakes Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Country Lakes Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed the individual Country Lakes Owner shall be required to promptly rebuild or reconstruct the structure in a manner consistent with the original design and construction.

Section 7.22 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Country Lakes Living Unit or Vacant Country Lakes Sublot or any portion of Country Lakes and the Association of Country Lakes agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within Country Lakes or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance or required to be covered by insurance hereunder, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

MEDINA COUNTY RECORDER

NANCY ABBOTT

200406043716

11-06-2004 8:52 AM

RECORDING FEE: 64.00

DOCUMENT TYPE: AMEND/DECLA

PAGES: 6

MEDINA COUNTY RECORDER
NANCY DONAHUE ABBOTT

*Amendments
County Lakes
6/2004
LAMP POST
DRIVE WAYS
5.0000000
Electricity
Paving/Kennel*

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To be filed June 2004

**THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

OF

COUNTRY LAKES AT FOX MEADOW

MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO

This Third Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Country Lakes at Fox Meadow (herein called "Third Amendment") is made on the date set forth below, by Carolwood Group, Inc., an Ohio corporation (which with its successors and assigns is herein called "Carolwood").

WHEREAS Fox Meadow Development LTD, an Ohio corporation ("Fox Meadow") filed a Declaration of Covenants, Conditions, Easements and Restrictions of Country Lakes at Fox Meadow on January 10, 1997 with the Medina County Recorder at Volume OR 1268, Pages 798-856 to create a planned residential community (the "Original Declaration");

WHEREAS Fox Meadow designated Chand Construction Corp. ("Chand") as the successor and assign of all of its rights as Builder under the Declaration and Chand accepted such designation pursuant to a written instrument filed on December 16, 1997 with the Medina County Recorder at Volume OR 1303, Page 51;

WHEREAS Chand filed an Amended and Restated Declaration on December 15, 1997 with the Medina County Recorder at Volume OR 1303, Page 52 (the "Amended and Restated Declaration");

WHEREAS Chand refiled the Amended and Restated Declaration to add corrected Exhibits on February 3, 1998 with the Medina County Recorder at Volume OR 1307, Page 349;

WHEREAS Chand filed a Successor Amendment to the Amended and Restated Declaration with the Medina County Recorder on March 17, 1999 as Document Number 1999OR009178 (the "First Successor Amendment") which added certain land to Country Lakes and subjected such land to the covenants and restrictions set forth in the Amended and Restated Declaration;

WHEREAS Chand and Carolwood entered into an Assignment and Assumption Agreement dated March 29, 1999 and filed with the Medina County Recorder on April 28, 1999 as Document Number 1999OR14382 (the "Assignment") whereby Chand assigned the rights of Declarant under the Declaration to Carolwood;

Section 7.27 Driveways. Notwithstanding any provision to the contrary in the Declaration, as amended, each Country Lakes Owner shall be solely and exclusively responsible for any and all repair, replacement and routine maintenance of the driveway located within the Country Lakes Owners Country Lakes Living Unit Lot and the extension of the driveway located on Country Lakes Common Area, Country Lakes Areas of Common Responsibility or Country Lakes Green Space. Said driveway shall be maintained in a manner consistent with the Community Wide Standard as defined herein

Section 7.28 Irrigation Systems. Notwithstanding any provision to the contrary in the Declaration, as amended, each Country Lakes Owner shall be solely and exclusively responsible for all repair, replacement and maintenance of any irrigation system installed within the owners Country Lakes Living Unit Lot and any installation of said irrigation system on Country Lakes Common Area, Country Lakes Areas of Common Responsibility or Country Lakes Green Space. Said irrigation system shall be maintained in a manner consistent with the Community Wide Standard as defined herein. The Country Lakes Association shall have no responsibility whatsoever with respect to the maintenance, repair or replacement of any Irrigation Systems, including, but not limited to, no obligation to repair or replace any Irrigation Systems or portions thereof damaged due to any actions of the Country Lakes Association.

Section 7.29 Electric Fences and Pet Control Devices. Notwithstanding any provision to the contrary in the Declaration, as amended, and not in limitation of any other prohibition, no electrified fence (whether above or below ground) or other pet control devices, herein called "Electric Fences", may be installed or maintained on any Country Lakes Living Unit Lot except in the portion of the Country Lakes Living Unit Lot between the rear wall of the Country Lakes Living Unit and the rear boundary of the Country Lakes Living Unit Lot. The term "Electric Fences" shall include, but not be limited to, any fence or other appliances or improvements intended for the purpose of restraining animals or the demarcation of an area to which pets are or are intended to be restricted. The Country Lakes Association shall have no responsibility whatsoever with respect to the maintenance, repair or replacement of any Electric Fences, including, but not limited to, no obligation to repair or replace any Electric Fences or portions thereof damaged due to any actions of the Country Lakes Association.

Section 7.30. Common Properties Parking. Not in limitation of any other prohibitions, no vehicle shall be parked on the Country Lakes Common Areas, Country Lakes Areas of Common Responsibility or Country Lake Green Space except in areas designated for parking by the Country Lakes Association. Vehicles otherwise permitted to be parked within visitor or guest parking spaces shall not be parked anywhere within the Country Lakes Common Area, Country Lakes of Common Responsibility or Country Lakes Green Space for more than three (3) consecutive days no more often than three (3) times per calendar year

2. Any provision of the Declaration not altered, changed or modified by this Third Amendment shall remain in full force and effect

3 Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Declaration



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COLLEEN W. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON

12/05/2008 11:33:30AM

REC FEE: \$126.00

PAGES: 14

DOC TYPE: AMEND/DECLAR

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

*Property/Lot #
FOX MOUND MASTER
AMENDMENTS
11/20/2008
LIGHTING
EXTERIOR
LANDSCAPING*

(DO NOT REMOVE THIS COVER SHEET.
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AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF FOX MEADOW MASTER ASSOCIATION

("Amended Master Declaration")

This amendment to the Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow is made on this 20th day of November, 2008, by Evergreen Land Development, Ltd., an Ohio Limited Liability Company (referred to here as "Declarant").

RECITALS

WHEREAS, Declarant filed with the Medina County Recorder on January 11, 1995 at Volume No. OR1002, pages 794-874, the "Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow," for certain real property.

WHEREAS, Declarant in its sole judgment shall be entitled from time to time to amend or modify any of the provisions of the Master Declaration.

NOW, THEREFORE, Declarant, hereby deletes the wording under Section 7.14, "Exterior Appearance and Lights on Exteriors of Residences" and replaces Section 7.14 with the following wording:

The exterior of any building or structure in the Property shall not be altered, modified, changed, or redecorated in such a way as to change the appearance or décor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Design Review Committee. The type and location of mailboxes shall be prescribed by the Design Review Committee. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Master Declaration.

For the purpose of providing security, each Owner of a Living Unit shall provide and operate one (1) gas light of a kind designated by the Design Review Committee or a Design Review Committee approved electric light, which shall automatically go on at dusk and remain on until dawn. Each Owner shall utilize said light and shall keep and maintain said light in good condition and repair.

Evergreen Land Development, Ltd., has signed this document this 20th day of November, 2008.

Evergreen Land Development, Ltd., an
Ohio Limited Liability Company by:

Joseph Becca
Signature

Joseph Becca
Printed Name

Its: MANAGING MEMBER

SWORN TO BEFORE ME and subscribed in my presence this 20th day of November, 2008.

Cheryl A. Gallucci
Notary Public

Prepared by:
R. Brian Borla
Hanna, Campbell & Powell, LLP
3737 Embassy Parkway
Suite 100
Akron, OH 44333



CHERYL A. GALLUCCI
Notary Public, State of Ohio
My Commission Expires Aug. 1, 2011

<<HCP 452273v1>>