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AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
THE COUNTRY LAKES COMMUNITY ASSOCIATION
AND
BYLAWS
FOR
THE COUNTRY LAKES COMMUNITY ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIVE COVENANTS FOR THE COUNTRY LAKES COMMUNITY ASSOCIATION RECORDED AT VOLUME 89-0143, PAGE 35 ET SEQ. (PHASES 1 AND 2), THE PLAT MAP FOR PHASE 3 RECORDED AT VOLUME 245, PAGE 30 ET SEQ., THE PLAT MAP FOR PHASE 4 RECORDED AT VOLUME 246, PAGE 64 ET SEQ., THE DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT VOLUME 90-1923, PAGE 32 ET SEQ. (PHASE 6), THE DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT VOLUME 91-0420, PAGE 48 ET SEQ. (PHASE 5), THE DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT VOLUME 92-2618, PAGE 21 ET SEQ. (PHASE 7) AND THE BYLAWS OF THE COUNTRY LAKES COMMUNITY ASSOCIATION RECORDED AT INSTRUMENT NO. 200706070663 OF THE CUYAHOGA COUNTY RECORDS.

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR
THE COUNTRY LAKES COMMUNITY ASSOCIATION
AND
BYLAWS FOR THE COUNTRY LAKES COMMUNITY ASSOCIATION

RECITALS

A. On or about January 11, 1989, Bittersweet Homes II, Inc., a corporation organized and existing under and by virtue of the laws of the State of Ohio ("Grantor"), filed the Declaration of Restrictive Covenants for The Country Lakes Community Association, at Cuyahoga County Records, Volume 89-0143, Page 35 et seq. (Phases 1 and 2); on or about March 29, 1989, Grantor filed a Plat Map for Country Lakes Phase 3 at Cuyahoga County Plat Map Volume 245, Page 30 et seq.; on or about July 27, 1989, Grantor filed a Plat Map for Country Lakes Phase 4 at Cuyahoga County Plat Map Volume 246, Page 64 et seq.; on or about April 6, 1990, Grantor filed the Declaration of Restrictive Covenants for The Country Lakes Community Association Phase 6 at Cuyahoga County Records, Volume 90-1923, Page 32 et seq.; on or about January 28, 1991, Grantor filed the Declaration of Restrictive Covenants for The Country Lakes Community Association Phase 5 at Cuyahoga County Records, Volume 91-0420, Page 48 et seq.; and on or about April 2, 1992, Grantor filed the Declaration of Restrictive Covenants for The Country Lakes Community Association Phase 7 at Cuyahoga County Records, Volume 92-2618, Page 21 et seq. (collectively "Declaration").

B. On or about June 7, 2007, the Board of Directors, on behalf of the Association, filed the Bylaws of The Country Lakes Community Association at Cuyahoga County Records, Instrument No. 200706070663, to comply with Ohio law ("Bylaws").

C. The Country Lakes Community Association, Inc. ("Association") is a corporation consisting of all Owners in Country Lakes Community Association and as such is the representative of all Owners.

D. Declaration Article 29 authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws.

E. Owners representing at least 50 percent of the Association's current voting power signed instruments in writing setting forth specifically the matter to be

modified ("Amendment"), the purpose and effect of the Amendment being to amend and restate the Declaration, including the Bylaws, and all previously made and recorded amendments to the Declaration and the Bylaws, in their entirety.

F. As of June 3, 2019, Owners representing 50.61 percent of the Association's voting power have signed and delivered to the Association *written consents*, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

G. The proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5312 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

AMENDMENT

The Declaration of Restrictive Covenants for The Country Lakes Community Association and the Bylaws of The Country Lakes Community Association are amended by the following:

- A) DELETE DECLARATION, including all previously recorded amendments to said Declaration, in its entirety.
- B) DELETE BYLAWS, including all previously recorded amendments to said Bylaws, in its entirety.
- C) INSERT new AMENDED AND RESTATED DECLARATION PAGES 1 through 37, as attached hereto and as if fully rewritten herein.

INSERT new BYLAWS PAGES 1 through 21, as attached hereto and as if fully rewritten herein.

D) The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Country Lakes Community Association, Inc. has caused the execution of this instrument this 24th day of JUNE, 2019.

COUNTRY LAKES COMMUNITY ASSOCIATION, INC.

By: *M.E. Cotle*
MARY ELIZABETH COTLEUR, President

By: *L. Runo*
LOUIE RUNDO, Secretary

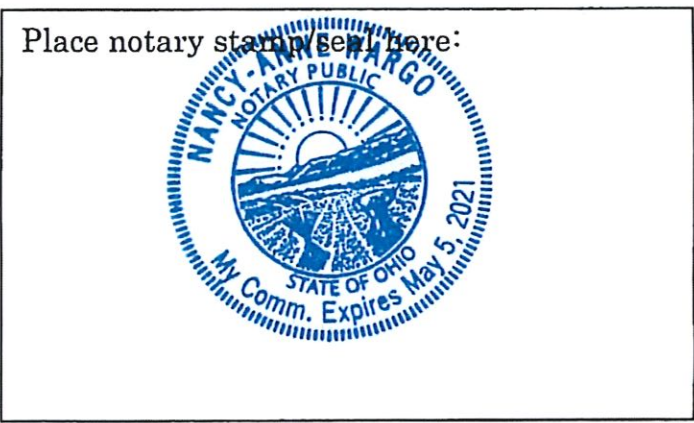
STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Country Lakes Community Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have hereunto set my hand and official seal this 24th day of June, 2019.

Nancy Anne Wargo
NOTARY PUBLIC

This instrument prepared by:
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Cleveland, Ohio 44113
(216) 696-0650
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AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE
COVENANTS
FOR
THE COUNTRY LAKES
COMMUNITY ASSOCIATION

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AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
COUNTRY LAKES COMMUNITY ASSOCIATION

A Nonprofit Ohio Corporation

ARTICLE I

DEFINITIONS

A. Legal Description. The legal description of the Property is contained in Exhibit B attached hereto and is made a part hereof.

B. Definitions. Capitalized terms used in this Amended Declaration, or the attached Bylaws for The Country Lakes Community Association, shall have the meaning ascribed to them in this Paragraph B and if not defined below, the meaning ascribed to such term where it first appears in this Amended Declaration or the attached Bylaws. The following terms used herein are defined as follows:

(1) "Amended Declaration" means this instrument entitled "Amended and Restated Declaration of Restrictive Covenants for Country Lakes Community Association" and all of the Exhibits hereto, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312.

(2) "Architectural Control Committee" (ACC) means the committee established and empowered by this Amended Declaration for the preservation and the residential character of the Property. Its functions and powers are set forth in Article IX.

(3) "Assessment" means the determination of the share of Common Expenses, including reserves, and other charges levied against the Dwelling(s)/Lot(s) which, from time to time, shall be payable by each Owner as determined in accordance with the Amended Declaration, the Bylaws, and the Rules. The term "other charges" shall include, without limitation:

(a) costs, expenses, and charges for maintenance, repairs, and replacements made by the Master Association that were the obligation or responsibility of the Owner to make;

(b) any special charges made by the Master Association to the Owner for special services or facilities rendered to the Owner or his/her Dwelling/Lot;

- (c) special or extraordinary uses or consumptions attributable to such Owner;
 - (d) damages or enforcement assessments resulting from the failure of the Owner or any Occupant, guest, or invitee of the Dwelling/Lot to comply with any of the covenants, conditions, obligations, or restrictions contained in the Amended Declaration, Bylaws, and/or the Rules, together with the costs including court costs, reasonable attorneys' fees, and paralegal fees of any action to obtain injunctive or other necessary relief against such non-compliance;
 - (e) any other charges or Assessments permitted by the Amended Declaration or Bylaws to be made against the Owner;
 - (f) interest upon each Assessment, charged at the highest legal rate that may be charged to an individual from the date of the Assessment or charge first comes due to the date it is paid in full. Reasonable costs of collection of any unpaid Assessments, enforcement assessments, charges (including court costs, reasonable attorneys' fees, and paralegal fees), interest, and reasonable monthly administrative late charges;
 - (g) "Annual Assessment" means the share of the estimated cash requirement levied against the Owner(s) to pay for the Common Expenses, including reserves for contingencies and replacements, for the ensuing calendar year in accordance with the Amended Declaration and Bylaws, which is to be paid by February 28 of each year; and
 - (h) "Special Assessment" means the share of the Common Expenses or other charges levied against the Owner(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing year, or as otherwise decided by a vote of the homeowners under Article X, Section 6 of the Bylaws. This provision is subject to the voting requirements set forth in Article X, Section 6 of the Bylaws, and is to be paid in a lump sum and/or monthly installments over one or more years as the Board determines.
- (4) "Board" means the Board of Directors of the Master Association as the same may be constituted from time to time.
- (5) "Buildings" means that part of the condominium property constituting the residential buildings, which may consist of one, two, or three Dwellings.
- (6) "Bylaws" means the Amended and Restated Bylaws for the Country Lakes Community Association attached as Exhibit B and made a part of the Amended Declaration and as may be amended from time to time.
- (7) "Chapter 5312" means Chapter 5312 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.
- (8) "Common Elements" means any real and personal property that the Master

Association holds in fee, has use of pursuant to a lease or easement, or otherwise held for the common use and enjoyment of the Owners or Occupants together with those areas, if any, which by contract with the Sub-association or with any local governmental authority is the responsibility of the Master Association.

(9) "Common Expenses" means those expenses designated as Common Expenses in Chapter 5312, in the Amended Declaration, Bylaws, and the following:

(a) all sums lawfully assessed against the Owners by the Master Association;

(b) expenses the Master Association incurs in the operation, administration, maintenance, repair, replacement, and improvement of the Common Elements and such other parts of the Property as provided for in the Amended Declaration and reserves established for such purposes; and

(c) expenses determined from time to time to be Common Expenses by the Board.

(10) "Dwelling" means a unit of residential housing whether it is a traditional detached single family residence on separately platted lot or attached condominium unit.

(11) "Grantor" means the owner of the Property who executed and recorded a declaration and incorporator of the Master Association, being Bittersweet Homes II, Inc.

(12) "Lot" means a tract of land that has a separate parcel number assigned by the County Auditor, and is occupied or intended to be occupied by a single family residence.

(13) "Master Association" means the Country Lakes Community Association, Inc., an Ohio incorporated, not-for-profit corporation, its successors and assigns, which owns, administers, and operates the Common Elements.

(14) "Member" means a person or entity entitled to membership in the Master Association, as provided herein.

(15) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any State, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Dwelling, or any individual holding a mortgage on a Dwelling, of which mortgage interest the Master Association has received written notice, including the name and address of such mortgagee and the Dwelling(s) on which it holds, insures, or guarantees the mortgage.

(16) "Occupant(s)" means the person(s) who are lawfully in possession of or residing in a Dwelling or any part of the Dwelling.

(17) "Original Declaration" means that document and its attachments as originally recorded at Volume 89-0143, Page 35 et seq. of the Cuyahoga County Records and subsequently amended and restated at Cuyahoga County Records Volume 92-2618, Page 21 et seq. on or about April 2, 1992 and the Bylaws (also known as Code of Regulations) of The Country Lakes Community Association, attached to and made a part of the Declaration were recorded at Cuyahoga County Records Instrument No. 200706070663 together with all amendments thereto. Except as otherwise expressly provided for in this document, this Amended and Restated Declaration and attached Bylaws supersedes the Original Declaration and as well as the Original Bylaws and any and all subsequent amendments, in all respects.

(18) "Owner" means a person(s), natural or artificial, who owns a fee simple title to any Dwelling that is subject to this Amended Declaration, excluding, however, any person(s) that has an interest in a Dwelling solely as security for the performance of an obligation.

(19) "Person" means a human being, a corporation, partnership, trust or any other legal entity to which the law attributes the capacity of having rights and duties.

(20) "Plat" means the plat recorded in Volume 242, Page 74 et seq. of Cuyahoga Country Map Records for the Property as filed and attached to the Original Declaration, including any additional plats and amendments to the Original Declaration, which are incorporated into and as part of the Original Declaration by reference as further detailed in Exhibit C.

(21) "Property" means the real property conveyed to the Master Association by the Grantor and all additions and improvements thereto as described in the Amended Declaration of Restrictive Covenants recorded in Volume 92-2618 Page 21, et seq. of the Cuyahoga County records and those in any supplemental amendment.

(22) "Sub-association" means the Courts of Country Lakes Condominium Association, Inc., an Ohio incorporated, nonprofit corporation, its successors an assigns, which administers the condominium property.

(23) "Rules" means such rules and regulations governing the operation and use of the Dwellings, Lots, and Common Elements and any other property owned by the Master Association as the Board may from time to time adopt, as further provided for in the Bylaws.

ARTICLE II

NAME AND GENERAL DESCRIPTION

The Development shall be known as Country Lakes. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Amended Declaration and the attached Bylaws is described in the legal description and made a part hereof by reference to Exhibit B of the Amended Declaration, which real property is also delineated on the plat and made a part hereof by reference to Exhibit C of the Amended Declaration.

ARTICLE III

MASTER ASSOCIATION

A. Membership. The Master Association shall administer the Property to the extent provided for in this Amended Declaration. Each Owner, upon acquisition of title to a Dwelling, is automatically a Master Association Member. Such membership shall terminate upon the sale or other disposition by such Member of his/her Dwelling, at which time the new Owner of such Dwelling shall automatically become a Master Association Member.

B. Voting Rights. The Master Association shall have one class of voting membership. All Members shall be Owners and shall be entitled to one vote for each Dwelling owned. When more than one person holds an interest in a Dwelling, all such persons shall be Members, provided that the vote for such Dwelling shall be exercised in accordance with the Bylaws.

C. Board of Directors and Officers. The Board members and officers of the Master Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights of the Master Association conferred by operation of law, by the Bylaws, and by this Amended Declaration, unless a vote of the Owners is specifically required provided, however, that in the event any such power, duty, or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in his/her capacity as an officer or a member of the Board, he/she shall be deemed to act in such capacity to the extent required to authenticate his/her acts and to carry out the purposes of this Amended Declaration and Bylaws.

D. Administration of Property. The administration of the Property shall be in accordance with the provisions of this Amended Declaration and the Bylaws. Each Owner, tenant, Occupant, invitee, or guest of an Owner shall comply with the provisions of the general law, this Amended Declaration, the Bylaws and Rules, and the decisions, resolutions and duly adopted motions of the Master Association and the Board, as lawfully amended from time to time.

E. Service of Process. Service of summons or other process upon the Master Association may be made in accordance with the provisions of Ohio Revised Code, Section 5312.14, or, if the same shall not be applicable, in accordance with the provisions of Ohio Revised Code, Section 1702.06. The President of the Master Association or such other Person as designated by the Board shall serve as the Statutory Agent to receive service of process for the

Master Association. The name and address of the Statutory Agent (and of such successor) shall be filed with the Ohio Secretary of State on the customary forms prescribed.

ARTICLE IV
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND
IMPROVEMENTS

A. The Master Association.

(1) Management. Except to the extent the Sub-association is charged with the obligation or is required to maintain such items, the Master Association, through the Board, shall reasonably manage and supervise the operation of the Property with the right, however, to delegate its authority as provided in the Amended Declaration and Bylaws.

(2) Common Elements.

(a) Description. Except as otherwise provided in this Amended Declaration, the Common Elements consist of any real and personal property that the Master Association holds in fee, has use of pursuant to a lease or easement, or otherwise held for the common use and enjoyment of the Owners or Occupants of Dwellings, together with those areas, if any, which by contract with the Sub-association or with any local governmental authority is the responsibility of the Master Association. Without limiting the generality of the foregoing, the Common Elements include guest parking, storm water retention areas and spillway, easements, recreation center, swimming pool, wading pool, recreational area, lake, basketball court, tennis court, community facilities, trees, shrubs, grass areas, and lawns.

(b) Maintenance. Except as otherwise expressly provided in this Amended Declaration, the Master Association shall, to the extent and at such times as the Board, in the exercise of its business judgment, determines, maintain and keep the Common Elements in a state of reasonably good working order, condition and repair, in a reasonably clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by properly and in a good and workmanlike manner, making all reasonable repairs and replacements, and alterations and improvements (subject, however, to the limitations set forth in Bylaws Article X, Section 6) reasonably necessary to comply with the foregoing. The Master Association shall be further responsible for:

(i) The reasonable care and maintenance of the Common Elements, including but not limited to the storm water retention areas and spillway, easements, recreation center, swimming pool, wading pool, recreational area, lake, basketball court, tennis court, and community facilities located on the Property;

(ii) The maintenance, repair and replacement of the common areas for guest parking, landscaping, easements, storm sewers, drainage and swales (including catch basins therein and any other appurtenances, hard surfaces, or drives thereon) as otherwise shown on any recorded plat, or created by any other instrument of record of the Property;

(iii) Reasonable snow removal of the common parking and other areas of the Property deemed necessary in the discretion of the Board.

(3) Taxes and Assessments. Except to the extent the Owners are obligated to pay real estate taxes and assessments, the Master Association or Sub-association shall pay all real estate taxes and assessments assessed by the public authorities against the Common Elements, and the improvements thereon.

(4) Utilities. The Master Association shall pay all charges for water, gas, sewer, electricity, light, heat or power, telephone and other utilities or services used, rented or supplied to or in connection with the Common Elements and any other or property owned by the Master Association.

(5) Delegation of Authority. Except as otherwise provided in this Amended Declaration, or in the Rules, management, maintenance, repair, and replacement of the Common Elements is a Common Expense and is the Master Association's responsibility. The Master Association may delegate all or any portion of the Master Association's authority to discharge such responsibility to a manager or managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, each of which shall provide for termination with or without cause and without termination fee on no less than thirty (30) days notice and shall provide for the payment of reasonable compensation to said managing agent as a Common Expense; provided, however, that no such management contract shall be for a term in excess of three (3) years.

(6) Sub-association. If the Sub-association's common element landscaping becomes impaired, in a neglected state or otherwise in need of repair or restoration, as solely determined by the Board, and if the Sub-association fails to repair, restore, or otherwise correct the condition after written notice from the Master Association, the Master Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition. The cost and expense shall be assessed to the Sub-association and any cost and expense not paid within ten (10) days after the same shall have become due and payable shall be subject to a monthly administrative late charge established by the Board and may, as the Board so determines, also bear interest charged at the highest legal rate that may be charged to Sub-association after the date the same became due. The Sub-association shall also be liable for any and all costs incurred by the Master Association in connection with the collection of delinquent costs and expenses, including reasonable attorneys' fees, paralegal fees, court costs, recording costs, title reports, monthly administrative late charges, and other related charges.

(7) General. The Board, on behalf of the Master Association, shall have the power and authority to and shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Amended Declaration and the Articles of Incorporation and Bylaws, and may take such actions as it, in its discretion, deems desirable to assure compliance on the Property with all applicable municipal, county, and state building, zoning, safety and fire codes and Ohio Revised Code, and with all applicable federal laws and regulations.

B. Responsibilities of Owners. Except as otherwise may be expressly provided in this Amended Declaration or in the Sub-association's governing documents, the responsibility of each Owner shall, at such Owner's expense, be as follows:

(1) Maintain, repair, and replace all portions of such Owner's Dwelling and Lot. Snow removal from the Lot's driveway and sidewalks is up to the discretion and expense of the Owner.

(2) Maintain, repair, and replace all installations located within or outside the Dwelling and Lot but serving only such Dwelling or Lot, including, but not limited to, the sidewalk, driveway, mailbox, heating, plumbing, electrical or air-conditioning fixtures or installations, and any utility service facilities located within the Lot boundaries or within or upon the Common Elements but serving only such Owner's Dwelling or Lot, in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations.

(3) Maintain, repair, and replace the exterior of such Owner's Dwelling, including, but not limited to, all doors, including the garage door, windows and glass, and the hardware thereto, all exterior lighting fixtures and light bulbs, siding, gutters, roof, foundation, decks and balconies, if any, concrete patios, and privacy fences.

(4) Maintain, repair, and replace any improvements to the Lot including landscaping, installed by the Owner (or any predecessor Owner); provided, however, that nothing in this Section B(4) shall be construed to give any Owner permission to install any permanent, significant improvements to the Lot without the Board's prior, written consent as further provided for elsewhere in this Amended Declaration.

(5) Maintain, repair, and replace all individual utility meters, lines, ducts, wires, pipes and conduits serving only one Dwelling or Lot.

(6) Pay for the cost, including labor and materials, of removing, relocating and reinstalling any improvement, installation, structure or other item placed in, upon or attached to any Common Element by the Owner, or the predecessor of Owner of the Dwelling, that is required, as determined by the Board, in conjunction with or in furtherance of the Master Association's maintenance, repair, and replacement responsibilities as set forth in this Amended Declaration.

(7) Pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash removal and the like) furnished to the Dwelling, unless any or all of such services are provided as part of the Common Expenses, in which case all or any of such services so provided by the Master Association shall be paid for by the Owner as part of his/her share of the Common Expenses.

(8) Perform his/her responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within a Dwelling.

(9) Report promptly to the Board or managing agent employed by the Master Association the need for any maintenance or repair to any portion of the Common Elements or Property that the Master Association is obligated to maintain, repair or replace pursuant to this Amended Declaration or the Bylaws.

(10) Maintain, repair, and replace, at such Owner's expense, all portions of the Property that may be damaged or destroyed by reason of his/her own willful act or neglect, the willful act or neglect of any Occupant, including tenants, or the willful or intentional act or neglect of any invitee, agent, employee, licensee, or guest of such Owner or Occupant. Notwithstanding the foregoing obligation of the Owner, the Master Association (or other Owners in respect to his/her own Dwelling) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Master Association, the cost and expense thereof, including attorneys' fees, courts costs, and any other expenses, shall be assessed to the Owner and the Master Association also may file a lien and assert and collect in the same manner as the Master Association may assert and collect a lien against an Owner's Dwelling/Lot for nonpayment of Assessments. The right of the Master Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Master Association, herein, in law and in equity for recovery of the cost and expense so incurred.

(11) Use the Common Elements or any part thereof in such manner as not to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Amended Declaration, the Bylaws or the Rules.

(12) Perform all of the work required of the Owner in this Paragraph B promptly, properly and in good workmanlike manner, using materials of equivalent or better quality than those originally installed or incorporated into the Property, using competent and qualified labor, and in accordance with any City Ordinances and Guidelines and Provisions under these Amended Declarations.

(13) Pay faithfully and promptly all charges and Assessments made against such Owner or such Owner's Dwelling/Lot pursuant to this Amended Declaration and the Bylaws and to observe, fulfill and perform all of the covenants and restrictions herein contained and all other obligations of an Owner as set forth in (or intended by) this Amended Declaration, the Bylaws, and the Rules.

C. Interpretation of Maintenance Obligations. Any conflict between the maintenance provisions of this Article IV and any other provision of this Amended Declaration or the Bylaws shall be interpreted in favor of the maintenance obligations as stipulated in this Article IV. In the event of any uncertainty or good faith dispute as to whether the Master Association or an individual Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Master Association or individual Owner's responsibility, shall be final, provided that such determination shall thereafter be consistently

applied to all similarly situated Owners.

D. Additions, Alterations or Improvements to the Exterior by Owners. No Owner shall make any structural addition, alteration or improvement to the exterior of his/her Dwelling without the Board's prior, written consent thereto, except as otherwise governed by Article IX. All structural additions, alterations and improvements by an Owner shall also be made in compliance with all laws, rules, ordinances and code of all governmental authorities having jurisdiction. An Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association, Board of Directors and officers, and all other Owners harmless from any liability arising therefrom.

E. Construction Defect. The obligation of the Master Association and of the Owners to maintain, repair, and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defect in material or workmanship in the construction of the Property.

F. Effect of Insurance or Construction Guarantee. Notwithstanding the fact that the Master Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defect, or to benefit under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any respective obligation hereunder.

ARTICLE V

ASSESSMENTS AND LIEN OF MASTER ASSOCIATION

A. General. Assessments for the Common Expenses shall be made in the manner provided herein and in the Bylaws. Unless otherwise stated in this Amended Declaration, Assessments shall be levied equally among the Owners and their respective Dwellings/Lot. The Board shall determine the allocation of the assessments and charges that shall be prorated among the Owners. Every Owner shall pay his/her proportionate share of the Common Expenses and any other Assessments levied against him/her in such manner and at such times as are provided for in this Amended Declaration and in the Bylaws.

B. Obligation to Pay Assessments. As further set forth in the Bylaws and Chapter 5312, the obligation to pay any Assessment is an independent covenant and shall be a charge on such Dwelling/Lot, and shall be a continuing lien upon the Dwelling/Lot against which each Assessment is made until paid in full. No Owner of a Dwelling/Lot may exempt himself/herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements that are owned and/or operated by the Master Association. Regardless of any effort or action of an Owner to the contrary, the Master Association shall credit any and all payments made by an Owner for all Assessments levied against such Owner in the order set forth in Article V, Paragraph (C)(2).

C. Failure to Pay Assessments When Due.

(1) In the event any Owner fails to pay any Assessment made by the Board within ten (10) days after the same shall have become due and payable according to these Amended Declarations and Bylaws, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained in this Amended Declaration or in the Bylaws, discontinue any or all services for the Dwelling/Lot owned by such Owner or access to Common Element amenities that may be included as part of the Common Expenses. Any Assessment not paid within ten (10) days after the same shall have become due and payable shall be subject to a monthly administrative late charge established by the Board and may, as the Board so determines, also bear interest charged at the highest legal rate that may be charged to an individual from and after the date the same became due. Each Owner shall also be liable for any and all costs incurred by the Master Association in connection with the collection of delinquent Assessments from such Owner, including reasonable collection costs, attorneys' fees, paralegal fees, court costs, recording costs, title reports, monthly administrative late charges, and other related charges, which shall be added to the amount of the continuing lien.

(2) Regardless of any effort or action of an Owner to the contrary, the Master Association shall credit any and all payments made by an Owner in the following order of priority:

- (a) To interest owed to the Master Association;
- (b) To administrative late fees owed to the Master Association;
- (c) To reasonable collection costs, attorneys' fees, paralegal fees, court costs, recording costs, title reports, monthly administrative late charges, and other related charges, which shall be added to the amount of the continuing lien, incurred by the Master Association; and
- (d) To the principal amounts the Owner owes to the Master Association for Assessments chargeable against the Dwelling/Lot.

D. Lien of Master Association. The Master Association shall have a lien upon each Owner's Dwelling/Lot for the payment of the portion of any Assessment(s) chargeable against such Dwelling/Lot that remain unpaid for at least thirty (30) days after the same have become due and payable, together with the other amounts provided for in Article V, Paragraph C, from the time a certificate of lien, signed by the President or other Master Association representative as permitted by Ohio law, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. The certificate of lien shall contain a description of the Dwelling/Lot against which the lien shall exist, the name(s) of the record Owner(s), and the amount of the unpaid portion of the Assessments, interest, charges, and costs due. The lien is a continuing lien and shall also act to automatically secure and include all Assessments, administrative late fees, enforcement assessments, collection costs, attorneys' fees, paralegal fees, court costs, and other amounts that become due and payable after the certificate is filed for record in the office of the Cuyahoga County Recorder, and shall remain valid until the claim of

lien is released or satisfied. The lien is valid from the time of filing until released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Owner shall be personally liable, jointly and severally, for all Assessments chargeable for the period of his/her Dwelling/Lot. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reversion or the like shall not be deemed to be a defense of title under the preceding sentence.

E. Priority of Master Association's Lien. The lien provided for in Article V, Paragraph D above shall take priority over any lien or encumbrance subsequently arising or created, except for: a) liens for real estate taxes and assessments of political subdivision, and b) liens of bona fide first mortgages, which have been filed for record; provided, however, that with respect to any bona fide first mortgage on a Dwelling/Lot that is filed for record after the date of this Amended Declaration, an amount equal to the lesser of the amount of the delinquency or six months of Common Expense Assessments (unless Ohio law provides an amount greater than six months of Common Expense Assessments) based on the budget adopted by the Master Association for the year in which the foreclosure action against the Dwelling/Lot is commenced, plus the Master Association's reasonable attorneys' fees, costs, and expenses related to the foreclosure, prior to any lien or encumbrance previously arising or created by such bona fide first mortgage.

F. Foreclosure of Master Association's Lien. The lien provided for in Paragraph D of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Master Association after authorization from the Board. In any such foreclosure action, the Master Association, or its agent or nominee, shall be entitled to bid, acquire, hold, lease, encumber and/or convey the Dwelling/Lot, at or after the foreclosure sale of same. The provisions of Bylaws Article IX, Section 3 shall be applicable to the Master Association's acquisition.

G. Dispute as to Common Expenses. Any Owner who believes that the portion of any Common Expenses chargeable to his/her Dwelling/Lot, for which a certificate of lien has been filed by the Master Association, has been improperly calculated and charged against him/her or his/her Dwelling may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio, for the discharge of such lien.

H. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the Mortgagee of a first mortgage of record or other purchaser of the Dwelling/Lot acquires title to the Dwelling/Lot as a result of foreclosure of the first mortgage, or in the event a mortgagee should accept a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Assessments chargeable to such Dwelling/Lot that became due prior to such acquisition of title to such Dwelling/Lot by such acquirer unless such share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Dwelling/Lot in excess of the first mortgage lien, the court costs and the real estate taxes, shall, however, be paid over to the Master Association, to the extent of the unpaid Assessments due to the Master Association. The Owner(s) of a Dwelling/Lot, prior to the judicial sale thereof, shall be and remain after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments

against the judicially sold Dwelling/Lot up to the date of the judicial sale; but any unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Owners, including the acquirer of the foreclosed Dwelling/Lot, his/her successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successor or assigns.

I. Liability for Assessments Upon Voluntary Conveyance. In a conveyance of a Dwelling/Lot, other than a conveyance described in Paragraph H of this Article V, the grantee of the Dwelling/Lot shall be jointly and severally liable with the grantor for all unpaid Assessments levied by the Master Association against the grantor and the Dwelling/Lot, including his/her share of all Common Expenses charged against the Dwelling/Lot up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee shall be entitled to a statement from the Master Association, provided through the grantor, within thirty (30) calendar days after receipt by the Master Association of a request from the grantor, setting forth the amount of all unpaid Assessments and such grantee shall not be liable for, nor shall the Dwelling/Lot conveyed be subject to a lien for, any unpaid Assessments levied by the Master Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedent and "grantee" shall include a devisee or heir, or any other successor or assign of a grantor.

ARTICLE VI

PURPOSE AND RESTRICTIONS ON USE OF PROPERTY

A. Purpose of Property. The purpose of the Property is to be kept and maintained as residential development for the Owners and their respective families in accordance with the provisions of Chapter 5312 and subject to the covenants and restrictions set forth in this Amended Declaration, Bylaws, and Rules as same may be amended from time to time.

B. Restrictions on Use.

(1) Office Use. An Owner or Occupant may use a portion of his/her Dwelling for his/her office or studio, provided:

(a) The activities within the Dwelling shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant;

(b) In no event shall any part of the Dwelling be used as a school, music studio, or day care facility;

(c) Such use shall not involve non-resident employees, staff, and/or independent contractor(s) working out of the Dwelling;

(d) Such use shall not result in walk-in traffic to the Dwelling from the general public nor any door-to-door solicitation of other Owners or Occupants;

(e) Such use does not result in the Dwelling becoming principally an office

as distinct from a residence or in the Dwelling developing a reputation as an office;

(f) Such use is not apparent or detectable by sight, sound or smell from outside the Dwelling;

(g) Such use does not result in or involve regular or unreasonably large volume of business related deliveries to or from the Dwelling, as determined by the Board;

(h) Such use shall not violate any local or state zoning ordinance; and

(i) Such use does not constitute a hazardous or offensive use, or threaten the security or safety of other Occupants, all as the Board decides, in its sole determination.

(2) Animals and Pets.

(a) The Country Lakes Community Association adopts and incorporates by reference Chapter 618 of the Broadview Heights Code which is amended from time to time.

(b) Except as stated in this subparagraph, no rabbits, livestock, reptiles, fowl, poultry or any other animals of any kind shall be raised, bred or kept or maintained for any commercial or non-commercial purpose in any Dwelling or in the Common Elements, except that an Owner may have cats, and/or dogs in the Dwelling (excluding, however, any dogs deemed to be vicious, dangerous, menacing or prohibited according to the City of Broadview Heights Code (collectively "Prohibited Dogs"), and domestic, caged animals (including bird cages and fish tanks), or other household pets may be kept in Dwellings, subject to the Rules.

(c) The term "household pet" does not include "exotic" animals as defined by the Board from time to time. Exotic animals include, but are not limited to, monkeys, miniature horses or pot-bellied pigs, boa constrictors or any other snakes, other reptiles including alligators and crocodiles, exotic breeds, or wild hybrids. No Prohibited Dog may be kept, harbored, or permitted to remain on any part of the Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain on the Property until its demise or relocation off the Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Master Association within thirty (30) days of any written request from the Board.

(d) Any Prohibited Dog is prohibited from being kept, harbored, or permitted on any part of the Property.

(e) Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board.

(f) The pets permitted above are prohibited in any area of the Property other than the pet owners' Lot or Dwelling unless they are on a hand-held leash, being carried, or otherwise transported, and they are permitted only on those portions of the Common Elements as the Board so designates.

(g) Pet owners shall immediately pick up and properly dispose of all animal waste.

(h) Excessive barking or other animal noises, whether indoors or outdoors, that disturbs other residents is prohibited. Complaints against pets shall be made in writing to the Management Company or Board with all pertinent information such as date and approximate time of infraction, description of the animal(s), and pet owner's name and address, if known.

(i) Owners are responsible for the actions of their pets and the pets of their guests or Occupants. This includes, but is not limited to, injuries to people or other pets and/or damage to lawns, flowers, plants, shrubs, bushes, trees, and landscaping.

(j) Pets generally should be kept inside a Dwelling and cannot be left in a garage or outside overnight or for any excessive period of time.

(k) Doghouses, cages or other structures used or intended for the housing or keeping of pets or other animals are prohibited from being constructed, placed, or maintained on any part of the Property, Building, Lot, or Dwelling.

(3) Changes in Appearance and Alterations. No Owner or Sub-association shall change the appearance of the exterior of any Dwelling or Building (including, without limitation, the material constituting the exterior surface of the Dwelling or Building and the color of the paint thereon), and no alteration, removal, addition or improvement shall be made on or in respect to the exterior of the Dwelling, Buildings, or the Common Elements, without the Board's prior, written consent which shall not be unreasonably withheld, or otherwise in strict accordance with this Amended Declaration and the Rules.

(4) Driveways. All driveways shall be of a hard surface (cement) and located as shown on the individual topographical survey.

(5) Fences and Walls. No fence, invisible fence, wall or hedge shall be erected, placed or altered on any Lot or nearer to any street than the minimum building set-back line. The design of the fence, wall or hedge must meet the specifications of City Ordinances and be approved by the ACC and the Board. Approval shall not unreasonably be withheld.

(6) Flags. As expressly permitted by the Freedom to Display the American Flag Act,

the flag of the United States of America, made of nylon, polyester, or cotton, is permitted to be displayed on an Owners Lot or Dwelling. The location of all flags must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered. Additional flags, such as those representing sports teams or colleges are permitted provided they do not exceed 3' x 5'. All flags and flag poles must meet the requirements or ordinances of the City of Broadview Heights. If any Owner does not remove non-compliant flag or flag pole within three (3) days of notification by the Board, the Board shall have the authority to remove any flag or flag pole that does not comply with the above provisions and may charge the Owners for the cost of removal if the specifications are not met.

(7) Hazardous Uses and Waste. No Owner shall permit anything to be done or kept in or on any part of the Property that will result in the cancellation or restriction of insurance on the Property, or contents thereof, or which would be in violation of any law.

(8) Impairment or Structural Integrity of Buildings. Nothing shall be done in, on or to any Common Elements that will impair the structural integrity of any structure or which would structurally change any structure, except as otherwise provided in this Amended Declaration and except with the Board's prior, written consent.

(9) Laundry or Rubbish Laundry on any clothes lines or poles or in the front yard of any Lot is not permitted. The Common Elements and Lots shall be kept free and clear of garbage, rubbish, debris and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept anywhere on the Property, except in sanitary containers, including dumpsters. If any Owner does not remove anything that does not comply with the above provision within three (3) days of notification by the Board, the Board shall have the authority to remove anything that does not comply with the above provisions and may charge the Owner for the cost of removal.

(10) Leasing of a Dwelling. The purpose of this restriction is to create a community of owner-occupied Dwellings, subject to the following:

(a) In no event shall any Dwelling be leased by the Owner for transient purposes, which is defined to mean a rental for any period less than twelve (12) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Subleasing of any Dwelling, in whole or in part, is also prohibited.

(b) Any land contract for the sale of a Dwelling must be recorded with the Cuyahoga County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within thirty (30) days of such recording. Any land contract not recorded is an impermissible lease.

(c) All leases must be in writing. The lessee must abide by the terms, conditions, covenants and restrictions in the Amended Declaration, Bylaws, and Rules

and be provided a copy of same by the Owner. The Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Dwelling and shall be jointly and severally liable with the lessee to the Master Association for the conduct of the lessee and/or any damage to property. The Owner must deliver a copy of any lease to the Board prior to the beginning of the lease term.

(11) New Construction. No detached structure (including but not limited to sheds, garages, out buildings, pole barns, storage units, or similar structures) may be erected or placed on any Lot or the Property except a Building or Dwelling. No Building or Dwelling shall be erected, placed or altered on any Lot or the property until the construction plans and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Dwelling shall not exceed two (2) stories in height, including a private garage, which shall be an attached garage.

(12) Nuisances.

(a) No billboard, harassing or defamatory sign, or advertising device for any commercial or business activity shall be erected, placed or allowed or to remain on a Lot or the Property;

(b) No noxious or offensive activity shall be carried on in any part of the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, disturbance or nuisance to the Master Association, including its employees, agents, or contractors, or other Owners or Occupants. This shall include, without limitation, transmission of any television or other communication signals that interfere with communication reception in any other Dwelling;

(c) No gas or oil derrick shall be erected, placed or allowed to remain on a Lot or the Property; and

(d) Furthermore, there shall be no trafficking of narcotic drugs and/or other controlled or illegal substances, use, or possession of narcotic drugs, other controlled substances or illegal substances or drug paraphernalia, or any activity constituting a felony crime as defined by the laws of the United States of America, the State of Ohio and/or in the City of Broadview Heights, in or about any part of the Property, including within any Dwelling or Building.

(13) Obstruction of Common Elements. There shall be no obstruction of, nor shall anything be stored in, the Common Elements without the Board's prior, written consent, except as expressly provided by this Amended Declaration or the Rules.

(14) Occupancy Restriction. A Person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County

Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying a Dwelling or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Master Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Master Association, as a result of the Master Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. This restriction shall not apply to any Person who resided in a Dwelling prior to June 8, 2007.

(15) Owner/Occupant Information. Each Owner shall, within thirty (30) days of the recording of this Amended Declaration or within thirty (30) days of title transferring to the Owner, provide to the Master Association the Owner's and/or all Occupants' names, home mailing addresses, home telephone numbers, and the name, address and telephone number of any person who manages the Dwelling as an agent of that Owner. Any change in the information, whether or not the result of a subsequent transfer, shall be provided to the Board, in writing, within thirty (30) days of said change.

(16) Pools, Pads, Radio Towers, Satellite Dishes and Swing Sets. Above ground swimming pools, helicopter pads, wind turbines, or radio towers are prohibited. Swing sets are permitted to be installed on Lots with ACC approval. Notwithstanding the foregoing, the Owner may install a satellite dish (not to exceed one meter [e.g., approximately 39 inches] in diameter) or television antenna no taller than the approved chimney height within a Lot and immediately adjacent to the Dwelling, so long as such installation conforms in all respects to the design, construction, installation, location, maintenance, and any other reasonable criteria established by the Board. The Board shall determine whether or not the Owner meets such criteria. The criteria shall not cause the Owner to incur unreasonable installation, maintenance or usage costs, nor shall the criteria cause unreasonable interference with a broadcast signal for any Owner.

(17) Prohibited Activities. No industry, business, trade or profession of any kind, commercial, religious, educational or otherwise, whether designated for or not for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted by any Owner on any part of the Property, except as expressly permitted in Paragraph B(1).

(18) Sale of a Dwelling. Subject to the restrictions on leasing as provided hereinabove, the Master Association shall have no right of first refusal with respect to the purchase, conveyance or lease of a Dwelling, and an Owner shall be able to transfer his/her Dwelling freely by sale or gift provided that, prior to the transfer, the Owner shall submit to the Master Association: (a) the new Owner's name and address, and (b) a written verification that the new Owner has received a set of governing documents, including the Amended Declaration, Bylaws and Rules (a set may be obtained from the Master Association at a nominal charge). An additional purpose that this information be submitted is to provide the Master Association with an opportunity to verify that the Assessments chargeable to the Dwelling are current.

(19) Signs. Subject to Paragraph B (12) (a) above, no sign shall be erected within the

Property without the prior written consent of the Board, except:

(a) One customary, professionally prepared "For Sale" sign may be installed in front yard of the Lot, not to exceed 3' wide x 5' high as installed above ground, including the frame or post and hardware, and may include one customary, professional display box or tube for information about the Dwelling;

(b) One customary, professionally prepared "Open House" sign installed at the entrance to the Property, not to exceed 3' wide x 5' high as installed above ground, including the frame or post and hardware, shall be permitted on the scheduled Open House day and must be removed within two (2) hours after the Open House;

(c) Security signs are permitted in any bed area of a Lot;

(d) The Board shall have the authority to determine if a "For Sale" sign and/or display box or tube or "Open House" sign is customary and/or professional and to adopt Rules to further define and clarify, but not prohibit, the provision on "For Sale" and "Open House" signs, including, without limitation, the permitted appearance or placement location of such signs. The Board shall have the right to erect signs for Association events, meetings and notices within the Property as they, in their sole discretion, deem appropriate.

(e) No more than three (3) professional political campaign signs are permitted during an election, not to exceed 3' wide x 5' high as installed above ground, including the frame or post and hardware, all of which must be removed one day after the day voting occurs;

(f) No Owner shall maintain or permit any "For Rent" sign on any part of the Lot or Property.

(g) Sports Activities, Graduation, and School Signs are permissible as long as they adhere to the guidelines and size specifications above.

(h) If any Owner does not remove any sign that does not comply with the above provisions within three (3) days of notification by the Board, the Board shall have the authority to remove any sign that does not comply with the above provisions and may charge the Owner the cost for removal.

(20) Storage in Common Elements. Except in areas specifically designed and intended for such purpose, such as the placement of patio furniture on patios, there shall be no placing or storage of bicycles, recreational or play equipment, pools, benches or chairs, or any other item in or on any part of the Common Elements, except with the Board's prior, written approval or as expressly permitted in the Rules. Any and all items stored in or placed on the Common Elements shall be at the Owner's sole risk.

(21) Vehicle and Parking Restrictions. The parking of vehicles on the Property shall be subject to the Rules, provided that such Rules shall be subject to and consistent with the following:

(a) No trailer of any type, camper, mobile home, motor home, recreational vehicle, house car, truck (other than a sports utility vehicle, pick-up truck or van of one (1) ton or less load carrying capacity), boat or similar vehicle or equipment shall be permitted to remain on the Property without the Board's prior, written consent.

(b) Commercial vehicles, including any vehicle that displays or has any equipment, signs, or markings of a commercial nature, including snowplows or snowplow hitches, or commercial license plates, shall not be parked or stored on any driveway or road within the Property, except during daytime hours in conjunction with deliveries to the Property, or the maintenance, repair, or replacement of a Dwelling. This prohibition shall not apply to the Master Association in the performance or in conjunction with the Master Association's maintenance, repair, replacement, or operation of the Property.

(c) All vehicles on the Property shall be currently licensed and kept in a state of good repair. "For Sale" or similar signs are prohibited in, on, or from any vehicle parked or stored on the Property other than in a garage. Covering of a vehicle outside of a garage is prohibited. Motorcycles are permitted but shall be parked and/or stored only within a garage and are subject to any Rule limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Property. Junk vehicles, including excessively noisy or polluting vehicles or equipment or vehicles on blocks, as solely determined by the Board, shall not be operated or stored anywhere on the Property. Garages must be used first and foremost for the parking of vehicles.

(d) There shall be no driving or riding of any motor vehicles upon any non-paved areas of the Property. Without limiting the generality of the foregoing, specifically prohibited within any non-paved area are motor vehicles such as motorcycles, motorbikes, mini-bikes, mopeds, all-terrain vehicles and snowmobiles.

(e) In addition to all other remedies, the Board shall have the authority to tow away and cause to be stored any vehicle or equipment that is in violation of any Amended Declaration provision or restriction, or any Rule, whether such vehicle belongs to an Owner or Occupant, his/her tenant, a member of the Owner's or Occupant's family, or the Owner's or Occupant's guest or invitee. Charges for such towing and storage shall be paid by the Owner responsible for the presence of such vehicle or equipment.

(22) Window and Exterior Surfaces of Dwellings and Buildings. No awning, canopy, shutter, screen (except manufactured window or door screens that are a component part of a

window or door installation), radio or other communication antenna or device (except as otherwise specifically permitted by Federal law or these Amended Declarations and in strict accordance with the Rules), solar panels, or anything else, shall be displayed from, affixed to, or placed upon the exterior walls, windows, doors, balconies, patios or roofs of any of the Dwellings or Buildings or from, to or upon any other part of the Common Elements without the Board's prior, written consent.

(23) Flower and Vegetable Gardens. Vegetable gardens are permitted only in the backyard of a Lot behind the Dwelling. They may not be greater than 12' x 12' in size, or closer than 12' from the property lines, and must not become an eyesore or detract from the overall appearance of the Property. If vegetable gardens are planted, they must be weeded and maintained regularly. Flower gardens are permitted on the Lot but must be weeded and maintained regularly.

(24) Oil and Gas Drilling. Any and all exploration, drilling, development, production, transport or marketing of oil, gas, hydrocarbons or minerals on or below any parcel located within the Property is prohibited. Prohibited activities include, but are not limited to:

- (a) The signing of any oil, gas, or mineral lease, encumbrance, or other document involving a Lot or parcel located within the Property;
- (b) Utilization of any Lot or parcel to form a drilling unit;
- (c) Drilling for oil, gas, hydrocarbons, or minerals on a parcel located within the Property;
- (d) Drilling horizontally or directionally from a parcel located outside the Property through – or to a location terminating below – a parcel located within the Property; and
- (e) Any and all activities related to the exploration, drilling, development, production, transport, and marketing of oil, gas, hydrocarbons, or minerals on or below a Lot or parcel located within the Property, whether or not the activity is expressly described in subsections (a) through (d) above.

(25) Applicability. Each of the foregoing restrictions shall apply to all Owners, Occupants, and to any Person who, from time to time, occupies, resides, or is in possession of any part of the Property and to any other Person lawfully or unlawfully upon any part of the Property. No Owner shall cause or permit to exist a violation of the foregoing restrictions by himself/herself or any of his/her Occupants, employees, agents, guests, licensees or invitees, or any other Person claiming by, through or under him/her. As between the Master Association and each Owner, each Owner shall further be responsible for the acts and/or omissions of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her.

ARTICLE VII

INSURANCE

A. Casualty Insurance.

(1) Scope of Coverage.

(a) Owners. Subject to Section A(1)(b) below, each Owner shall obtain and maintain Property and Casualty Insurance (which is called "Casualty Insurance" below) in full force and effect on his/her Dwelling and Lot, and all improvements, installations, utilities and fixtures attached or appurtenant to and serving only the Dwelling or Lot. Owners of a Dwelling within the Sub-association shall obtain casualty insurance as set forth in the Sub-association's governing documents.

(b) Master Association. The Master Association shall obtain and maintain Casualty Insurance on all of the insurable improvements comprising the Common Elements including any property deeded to the Master Association.

(c) Sub-association. The Sub-association shall obtain and maintain Casualty Insurance as set forth in the Sub-association's governing documents.

(2) Risks to be Insured and Amount Thereof. All Casualty Insurance policies obtained by the Master Association and each Owner pursuant to the requirements of Section (A)(1) above, shall protect against loss or damage by fire and other hazards now or hereafter embraced by an "all-risk" or special form policy, and all other perils which are customarily covered by similarly constructed and situated developments in Cuyahoga County, Ohio; in an amount sufficient to cover one hundred percent (100%), less deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage). The term "replacement cost" means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained.

(3) Claim Filing. At all times, the Board shall have the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Master Association's Casualty Insurance policy regardless of the Person(s), including mortgagees, who are named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Amended Declaration and in the Master Association's best interests; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Property covered under the Master Association's Casualty Insurance shall not give rise to any claim against the Master Association or the Board; provided, however, that if no claim is filed, the Master Association shall then self-insure the claim to the extent coverage would have been available under the Master Association's Casualty Insurance policy.

(4) Insurance Company Rating. All Casualty Insurance policies obtained by the Master Association and each Owner shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available as determined solely by the Board, holding a rating of "A" or better by Best's Insurance Reports, or its present day equivalent rating service.

(5) Damage and Destruction.

(a) Responsibility for Repair. Notwithstanding anything to the contrary in this Amended Declaration, if any Dwelling shall be damaged or destroyed by any event or loss covered by the standard "all-risk" or special form endorsement, regardless of the amount of the deductible, the Owner of the Lot shall promptly cause the damage to be repaired or restored at the Owner's sole expense and such repair or restoration shall be substantially made to the same or better condition such areas existed immediately prior to said damage. All insurance proceeds received from the Master Association's Casualty Insurance and/or any Owner's Casualty Insurance shall first be used and applied to the repair and restoration of the property damaged by the casualty for which such proceeds are paid. If the Owner fails to commence required repairs, or if the Owner fails to diligently complete all such repairs within a reasonable time thereafter, as determined by the Board, the Master Association shall have the right, but not the obligation, upon written notice to the Owner, to commence or complete the repairs, with the Owner solely responsible for any and all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the Lot.

(b) Common Elements. Repair and restoration of damage or destruction to the Common Elements shall be substantially made to the same or better condition such areas existed immediately prior to said damage provided that the Board may provide for or permit the use of such new or alternative materials as the Board reasonably determines are in the Master Association's best interest, with the intention to at all times preserve the first-class architectural design and appearance that is associated with Country Lakes development.

(c) Dwelling Repairs. Repair and restoration of those internal portions of the Dwelling not visible from the exterior may, but is not required to, be substantially the same as existed immediately prior to damage or destruction provided that in no event may an Owner alter, modify or deviate from the structure or exterior appearance of the Dwelling as it existed immediately prior to the damage or destruction without the Board's express prior written permission.

(d) Insufficient Insurance Proceeds. If the insurance proceeds received are not sufficient, including as a result of the deductible, to make all needed repairs and replacement to the Dwelling/Lot, the additional cost of such repairs shall be borne by the Owner. If the insurance proceeds received are not sufficient, including as a result of the deductible, to make all needed repairs and replacement to the Common Elements, the

additional cost of such repairs shall be borne by the Master Association, provided that if any such damage or destruction was caused by the negligence or intentional act of an Owner, or his/her Occupant, tenant, guest, or anyone the Owner is responsible for, then in such case any costs not covered by the Master Association's Casualty Insurance, including the insurance deductible, shall be paid by the responsible Owner. If insurance proceeds are not available because either the Master Association or an Owner failed to obtain and maintain Casualty Insurance in accordance with Section A (1) above, the Master Association or the Owner, as the case may be, who did not obtain the required insurance is fully responsible for all repair costs and related expenses that would have been covered had the requisite Casualty Insurance been obtained and maintained.

(6) Disbursement of Excess Insurance Proceeds. If the cost of such repairs is less than the amount of such insurance proceeds received from the Master Association's Casualty Insurance, the excess shall be distributed to the Master Association and placed in the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(7) Waiver of Subrogation. Each Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Lot, and the Master Association agree, that in the event any part(s) of the Property (including the Lot) or the fixtures or personal property of anyone located on the Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, or Occupant, or the Master Association, and the lessees of any one of them, the rights, if any, of any party against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually paid.

(8) The Master Association's Casualty Insurance policy must include, as the Board so determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

B. Public Liability Insurance and Other Insurance.

(1) The Master Association shall insure itself, the members and officers of the Board, the Owners and Occupants and their respective families and other persons residing with them in the Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising out of or relating to the Common Elements. Such insurance shall afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group

to an Owner. In the event the insurance effected by the Master Association on behalf of the Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners, and any Owner who shall have paid all or any portion of such deficiency in an amount exceeding his/her proportionate share and shall have a right of contribution for the other Owners according to their respective proportionate share. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Dwellings and Lots.

(2) Workers' compensation insurance as required by law.

(3) The Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance and any such other insurance as the Board may determine is in the Master Association's best interest.

C. Fidelity Insurance or Bonding. The Master Association shall also obtain and maintain adequate insurance or fidelity bonding in accordance with Bylaws Article VI, Section 8.

ARTICLE VIII

EASEMENTS

A. Easements of Enjoyment; Limitations. Every Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his/her Dwelling, which rights and easements shall be appurtenant to and shall pass with the title to a Dwelling, subject to the right of the Board to make reasonable Rules concerning the use and management of the Common Elements, provided that no such Rule shall limit or prohibit the right of ingress and egress to a Dwelling. Any Owner may delegate that Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Dwelling.

B. Easements for Encroachments. If by reason of design or construction any utility systems, main pipes, electric lines, electric meters, ducts or conduits serving a Dwelling encroach upon any part of any other Dwelling/Lot or the Common Elements, valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Dwelling/Lot and the Common Elements, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of said Owner.

C. Easements for Utilities. The Master Association may grant easements through the Common Elements for utility purposes for the benefit of the Property, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable television, television wires and equipment, and electrical conduits and wires under, along and on any portion of the Common Elements.

D. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Master Association, but not to the public in general, to enter upon the Property or Common Elements in the performance of their duties.

E. Accessibility. Each Building and Lot shall be subject to easements for access arising from necessity of maintenance or operation of the Common Elements and Property. Each Owner shall have the permanent right and easement for the use of water, sewer, gas, power, telephone, television and other utilities now or in the future existing with the Common Elements.

F. Power of Attorney. Each Owner, by acceptance of a deed to a Dwelling, appoints the President, as his/her attorney-in-fact, to execute, deliver, acknowledge, and record for and in the name of such Owner, such deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Owner, the Master Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

G. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Amended Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Dwelling/Lot.

H. Applicability. All easements and rights described in this Amended Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Master Association and any Owner, purchaser, Occupant, Mortgagee and other person now or in the future having an interest in any part of the Property.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

A. Structure of Committee. The Board shall have the right, but shall not be obligated, to appoint an Architectural Control Committee composed of three (3) or five (5) Members to review plans and specifications submitted to the Board and to perform such other duties as are specified by the Board.

B. Approval of Plans.

(1) No Building or Dwelling shall be commenced, erected, placed, moved onto or

permitted to remain on the Property or Lot, nor shall any existing Building or Dwelling upon the Property be altered in any way which materially changes the exterior appearance thereof, nor shall the landscaping within the Property be altered in any material way, nor shall any new use be commenced or made on the Property or any part thereof, unless plans and specifications including the description of any proposed new use therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC and in any event shall include (i) a site plan and other drawings of the Property or Lot affected showing the nature, exterior color scheme, kind, shape, height, materials and location of any Dwelling or Building (both in existence and proposed, including proposed front, rear and side set-backs and open spaces, if any are proposed); (ii) the location of such proposed Dwelling or Building with reference to other Dwellings or Buildings on adjoining portions of the Property; (iii) the landscaping for the affected Property or Lot; (iv) the number and location of all parking spaces and driveways on the affected Property or Lot; and (v) a grading plan for the affected Property or Lot.

(2) The ACC shall answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the ACC's approval to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by an Owner shall also be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. An Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Master Association, its Board members and officer, and all other Owners harmless from any liability arising therefrom. For any work done in or to the Dwelling that requires a building permit, a copy of such permit shall be provided to the Master Association prior to the commencement of the work.

C. Grounds for Disapproval. The ACC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (1) Failure of such plans or specifications to comply with any provisions in the Amended Declaration or design and construction criteria adopted by the Board;
- (2) Failure to include information in such plans and specifications as may have been reasonably requested;
- (3) Objection to the design or appearance of any of the proposed landscaping;
- (4) Incompatibility of design or appearance of any proposed Dwelling, Building or use with any existing Dwelling, Building or use in the Property;

(5) Objection to the location of any proposed Dwelling or Building upon any portion of the Property;

(6) Objection to the grading plan;

(7) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed Dwelling or Building;

(8) Objection based solely on aesthetic reasons; or

(9) Any other matter which, in the reasonable judgment of the ACC, will render the proposed Dwelling, Building or use inharmonious with the general plan of improvement of the Property, Dwellings, Buildings or uses located upon other portions of the Property.

D. Right of Appeal. If the ACC disapproves any plans and specifications submitted, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the ACC. The Board shall examine the plans and specifications submitted, as well as the grounds upon which the ACC disapproves such plans and specifications. No later than thirty (30) days after the Notice of Appeal the affirmative vote of majority of the members of the Board shall be required to reverse or modify a decision of the ACC.

E. Promulgation of Rules of Architectural Control Committee. The ACC may promulgate rules governing the form and content of plans to be submitted for approval and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revised by the ACC from time to time and no inclusion in, omission from, or amendment of, any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ACC's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change.

F. Violation of Article IX.

(1) If any Dwelling or Building shall be altered, erected, placed or maintained upon any portion of the Property or any new use commenced on any portion thereof other than in accordance with the plans and specifications approved by the ACC, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article IX and without the approval required herein. Upon written notice from either the ACC, any Board member, or their designated representative, any such Dwelling or Building so altered, erected, placed, or maintained upon any portion of the Property in violation hereof shall be promptly removed or altered and any such use shall be terminated so as to extinguish such violation.

(2) If within fifteen (15) days after written notice of such a violation, reasonable

steps have not been taken toward the alleviation or termination of the same, or if such remedial action is not carried out with due diligence until satisfactory alleviation or termination of the violation, the Master Association through its Board shall have the right, through its agents and employees, to enter upon the land to take such steps and incur such costs as may be necessary to summarily alter, abate and remove any violation or to extinguish such use. In addition to the foregoing, the Master Association, through its Board shall have the right, but not the obligation, to obtain an injunction from any court having jurisdiction for the cessation of any alteration, erection, or use which is in violation of this Article IX. The Master Association, through its Board, may also assign the costs that are incurred in relation to this action to the Owner.

(3) The rights and remedies of Master Association contained in this Article shall be in addition to any other right or remedy available at law or in equity. The Master Association shall notify in writing the person in violation of this Article IX of the costs incurred to eliminate the violation. If such costs are not paid within ten (10) days following the notification, then the costs shall be delinquent and together with administrative late fee and costs of collection, shall, upon perfection as provided in Article V, Paragraph D, become a continuing lien upon the entire ownership interest owned by such person, which lien shall bind the property in the hands of the then Owner, his/her heirs, devisees, personal representatives, successors and assigns.

(4) If the violation is upon the Common Elements of the Sub-association, each Owner of a Dwelling in such Sub-association who approved, participated in or created the violation, shall be deemed to be responsible for the violation, but the notice of violation need be given only to any officer of the Sub-association and such notice shall be deemed to be notice to all such Owners of Dwellings in the Sub-association. Any lien shall be a lien against the Sub-association with each such Owner therein being proportionately liable in accordance with his/her interest in the Common Elements. Any action for money alone (that is, an action other than for foreclosure of a lien) or to enjoin the violation may be brought solely against the Sub-association and the individual Owners need not be made parties to such action.

G. Costs of Architectural Control Committee. The ACC members occupy a voluntary position and shall not be paid a salary or fee. The ACC shall not incur any costs or expenses without the majority approval of the Board. If the Board approves and/or authorizes any costs, expenses or fees with respect to the ACC, or if costs are incurred to alleviate a violation of this Amended Declaration or of rules and regulations adopted by the ACC as hereinabove provided, the Board shall include said costs and expenses as part of the Common Expenses, subject to assessment and collection as specified in Section F above.

ARTICLE X

CONDEMNATION

In the event that all or any part of the Common Elements shall be temporarily or permanently taken by an authority having the power of eminent domain, each mortgagee of a Dwelling/Lot which has requested notice from the Master Association and each Owner shall be notified by the Board within thirty (30) days after the Board has received written notice of the proposed acquisition or the proceeding. The Board shall have the exclusive right to handle, negotiate,

settle, and conduct all matters, proceedings, and litigation incident thereto. The Master Association shall repair, restore and, if reasonably feasible, replace the Common Elements taken unless at a meeting at which a quorum is present called for such purpose seventy-five percent (75%) of the voting power Members vote not to repair, restore, or replace said Common Elements. If the Owners have elected as above provided not to repair, restore, or replace the Common Elements so taken or if the Master Association shall repair, restore, or replace the Common Elements and in either event if there shall be any part of the award or settlement in excess of the Master Association's total costs and expenses associated with such taking, including, without limitation, appraisal associated with such taking, and appraisal and/or legal fees, then such award or net funds shall be disbursed to the Master Association and deposited into the General Fund, Reserve Fund, or Bank Account and used for such purposes as the Board shall determine. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Master Association and, to the extent funds of the Master Association are insufficient, in the judgment of the Board, such excess cost shall be a Common Expense and assessed among the Dwellings/Lots as Special Assessments, subject to the meeting and voting requirements set forth in Article X, Section 6 of the Bylaws.

ARTICLE XI

REMEDIES FOR VIOLATIONS

A. Abatement and Enjoyment. The violation of any restriction or regulation adopted by the Board or the breach of any covenant or provision contained in this Amended Declaration, the Bylaws or in the Rules, shall give the Board, on behalf of the Master Association, in addition to the rights hereinafter set forth in this Amended Declaration, the right:

(1) To enter upon the Property or Lot within 24 hours advance notice, or in a Building or portion thereof, upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Amended Declaration, the Bylaws or the Rules, and the Master Association, its Board, or its agents, shall not be thereby deemed guilty in any manner of trespass;

(2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and

(3) To suspend an Owner's (including any Occupant(s), tenant(s), or resident(s) of such Dwelling) use of the Common Element amenities until the violation has been remedied, all liens have been satisfied, and assessments have been paid; and

(4) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable penalty or enforcement Assessments, as may be further defined in the Rules or Chapter 5312, payable to the Master Association, after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of such property in the Common Elements is a violation or breach

of the Amended Declaration, Bylaws, or Rules, and/or the enforcement by the Police of Municipal Ordinance; all as may be deemed necessary or proper to secure and compel compliance with this Amended Declaration, Bylaws, or Rules, as well as to deter continued noncompliance with such Amended Declaration, Bylaws, or Rules.

B. Before the Board may exercise the rights set forth above, it must first give the Owner written notice of the violation and a reasonable opportunity to cure it depending on the nature of the violation.

C. Cost of Enforcement. If any Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), resident(s), guest(s) or employee(s) of his/her Dwelling) shall violate any provisions in this Amended Declaration, the Bylaws or Rules, said Owner shall pay to the Master Association, in addition to any other sums due, including all costs of repair or removal and any penalty or enforcement assessments, all costs and expenses incurred by the Master Association in connection with the enforcement of said provision or Rule, including, without limitation, reasonable attorneys' fees and court costs. Said costs and expenses shall be charged as an Assessment against said Owner's Dwelling. The Master Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner for the payment of any Assessment or charge levied, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorneys' fees, and paralegal fees, that are chargeable against the Dwelling/Lot and that remain unpaid ten days after any portion has become due and payable as further explained and set forth in Article V, Section D of this Amended Declaration.

D. Cure by Master Association. Subject to any requirements for notice and a reasonable opportunity to cure, if any Owner fails to perform any act that he/she is required to perform by this Amended Declaration, the Bylaws or Rules, the Master Association, through the Board, may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Master Association. Any such amount shall be deemed to be an additional Assessment upon such Owner and shall be due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Master Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

E. Suspension of Voting Rights. The Master Association shall have the power, right and authority to suspend the voting rights of an Owner as set forth in Article III, Section B of this Amended Declaration. Except for the situation set forth in Section C above, the Board may restore the voting right of an owner after all violations have been remedied, all liens have been satisfied and all assessments are paid.

ARTICLE XII

NOTICES

Except as otherwise required by law, the Amended Declaration, or the Bylaws, the following shall apply:

A. Notices to Master Association. All notices required or permitted under the Amended Declaration and Bylaws to the Master Association or the Board shall be in writing and shall be sent by regular U.S. mail, first-class prepaid postage, to the Master Association at the address, as the Board may designate from time to time, including, if specified for such purpose, electronic mail.

B. Notices to Owners. All notices required to be given to any Owner shall be hand-delivered, placed on the Dwelling door, or sent by regular U.S. mail, first-class prepaid postage, to such Owner's Dwelling address or to such other address as may be designated by him/her from time to time, in writing, to the Board. Any notice required or permitted to be given to any Occupant other than an Owner shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class prepaid postage, to the Dwelling address.

C. Notices to Devisee or Personal Representative. Notices required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his/her address appearing on the records of the Court where the estate of such deceased Owner is being administered.

D. Notices to Mortgagee. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any ownership interest shall be given a copy of any and all notices permitted or required by this Amended Declaration or the Bylaws that would be given to the Owner whose Dwelling/Lot is subject to such mortgage or trust deed. Any Mortgagee may, from time to time, request in writing a written statement from the Board setting forth any and all unpaid Assessments due and owing from its mortgagor Owner with respect to the Dwelling/Lot subject to the lien of its mortgage and such request shall be complied with within thirty (30) days from receipt of the Mortgagee's request.

ARTICLE XIII

AMENDMENT OF THIS AMENDED DECLARATION, BYLAWS, AND DRAWINGS

A. Amendment by Owners. This Amended Declaration and/or the Bylaws may be amended at any meeting of the Master Association by the affirmative vote of or, if not at a meeting, by an instrument signed by, in either case, Persons entitled to exercise not less than seventy-five percent (75%) of the voting power of the Master Association. Upon the adoption of any amendment, the President shall file with the Recorder of Cuyahoga County an instrument executed with the same formalities as herein, containing the amendment being made, the volume and pages of the original being amended, and the manner of the adoption of the amendment. Amendment(s) to the Amended Declaration and/or Bylaws shall become binding and effective on the date of the filing of same with the Cuyahoga County Recorder's office.

B. Special Amendments. The Board, in its sole discretion and if desired, without a vote of the Owners, shall have the right and power to record a special amendment ("Special Amendment") to this Amended Declaration and/or Bylaws at any time, and from time to time, which amends this Amended Declaration and/or Bylaws, for the following purposes:

(1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or

(2) To correct clerical or typographical errors in this Amended Declaration, the Bylaws, any Exhibit, plat, or attachment hereto or any supplement or amendment hereto, or

(3) To correct obvious factual errors or inconsistencies between the Amended Declaration and other documents governing the Property, the correction of which would not impair the interest of any Owner or Mortgagee, or

(4) To comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverage for the Property, or

(5) To bring any provision into compliance with the provisions of any applicable governmental statute, rule or regulation, or any judicial determination, or

(6) To enable a title insurance company to issue title insurance with respect to the Property or any portion thereof.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling/Lot and the acceptance shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Board to vote in favor of, make and record Special Amendments.

C. Limitation on Owner Challenge. Any Owner who is aggrieved by an amendment to the Amended Declaration and/or Bylaws made pursuant to Section A above or that the Board makes pursuant to Section B above may commence a declaratory judgment action to have the amendment declared invalid, provided, that any such action must be filed in the Cuyahoga County Court of Common Pleas within one year from the date of the recordation of the amendment with the Cuyahoga County Recorder.

D. Mortgagee Consent. Notwithstanding anything to the contrary in Section A above, the consent of at least fifty-one percent (51%) of the first Mortgagees is required for any amendment of a material adverse nature to such first Mortgagees, any amendment to terminate the legal status of the Master Association, or any other amendment for which such Mortgagee consent is required to meet the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. A Mortgagee who receives a written request to approve an amendment by regular U.S. mail and who does not deliver to the requesting party a negative response within forty-five (45) days after the sending of the request, shall be deemed to have approved such amendment. If less than fifty-one percent (51%) of the first Mortgagees consent to a given amendment, the amendment is valid among the Owners, provided that the rights of any non-consenting Mortgagee shall not be adversely affected or impaired.

E. Termination of Master Association. A vote to terminate the applicability of the Declaration and to dissolve the Master Association requires the unanimous consent of the Members.

ARTICLE XIV

GENERAL PROVISIONS

A. Enforcement. The Master Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration. All remedies specified in this Amended Declaration shall be non-exclusive and in addition to any other remedies available in law or equity. Failure by the Master Association, Owner, or any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Applicable Laws.

(1) The Master Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property including, without limitation, Ohio Revised Code Chapter 5312.

(2) The Master Association shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

(3) In the event of any conflict or inconsistency between the provisions of this Amended Declaration and the Bylaws, the terms and provisions of the Amended Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments to this Amended Declaration and/or the Bylaws as will remove such conflicts or inconsistencies.

C. Signature Requirements. Pursuant to the Board's decision, any requirement for a signature under the Amended Declaration or Bylaws may be satisfied by a digital signature meeting the requirements of Ohio and Federal law.

D. Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Amended Declaration or Bylaws, may be accomplished under the most advanced technology available at that time provided such use is generally accepted business practice, and does not otherwise conflict with any express requirements or provisions under this Amended Declaration or Bylaws.

E. Covenants Running with the Land. Each grantee of the Grantor, or any other original Grantor, by the acceptance of a deed of conveyance, accepts the same, subject to all

restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Amended Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind Grantor, the Master Association, their successors and assigns, and any Owner, Occupant, purchaser, lessee, Mortgagee, or other Person having, at any time any interest or estate in said land and shall inure to the benefit of such owner in like manner as though the provisions of the Amended Declaration were recited and stipulated at length in each and every deed of conveyance.

F. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Amended Declaration, the Bylaws, or Rules shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Waiver of Damages. Neither Master Association, nor its Board members and officers, employee(s), agent(s), or successor or assign of Master Association, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Amended Declaration, whether or not such claim (1) shall be asserted by any Owner, Occupant, or by any Person or entity claiming by or through any of them; (2) shall be on account of personal injury or property damage however caused; or (3) shall arise ex contractu or ex delictu. The foregoing waiver does not apply to any claim or damage arising out of any gross negligence or willful misconduct. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of the Board members or officers or the Master Association itself, or their respective agents, employees, guests, tenants, invitees, and servants, or by reason of any neighboring property or personal property located on or about the Property. The foregoing sentence does not apply to any express duty or obligation set forth in this Amended Declaration or Bylaws.

H. Rights of Mortgagee. If a Mortgagee shall notify the Master Association in writing that it wishes to receive financial statements of the Master Association, copies of notices of membership meetings, or notices of proposed amendments to this Amended Declaration or Bylaws, the Master Association shall send to such Mortgagee within ninety (90) days following the end of each fiscal year such financial statements and budgets as are prepared by the Master Association and a copy of all notices of meetings of the members of the Master Association and proposed amendments. Said Mortgagees shall have the right to designate a representative to attend such meetings. Further, upon receipt by the Master Association of a written request from such Mortgagees, the Master Association shall notify such Mortgagees in writing (1) of the abandonment or termination of the Common Element owned by the Master Association, or (2) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; (3) any delinquency sixty (60) days in the payment of assessments or charges owed by any Owner on a Dwelling on which the Mortgagee holds the mortgage; and (4) any proposed action that requires the consent of a specified percentage of Mortgagees. The Master Association shall have the right to charge a reasonable fee to an Owner for the Master

Association's services in sending copies of materials and notices to the Owner's Mortgagee.

I. Headings. The heading to each Article and each Paragraph is inserted only as a matter of convenience and reference and in no way defines, limits, or describes the scope of intent of this Amended Declaration or the Bylaws nor in any way affects this Amended Declaration or the Bylaws.

J. Compliance with Covenants. All Owners, Occupants, and the Master Association shall comply with all covenants, conditions, and restrictions set forth in any deed to which they are subject or in this Amended Declaration, Bylaws, or Rules, as any of the same may be amended from time to time.

K. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Amended Declaration or the Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Amended Declaration or the Bylaws.

L. Construction. Wherever the masculine singular form of the pronoun is used in this Amended Declaration or the attached Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context so requires.

M. Duration. The easements, covenants, conditions, and restrictions created by this Amended Declaration and Bylaws are and shall be perpetual, unless amended pursuant to the provisions of Article XIII, above.

N. Agreements Binding. All agreements and determinations lawfully made by the Master Association, through the Board, in accordance with the procedures established in the Amended Declaration and the attached Bylaws shall be deemed to be binding on all Owners and Occupants, and their respective heirs, executors, administrators, successors and assigns.

O. Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Amended Declaration and any of the Exhibits attached hereto, including the attached Bylaws, which arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener despite the fact it does not own a majority of the interest of the Master Association's voting power but shall only be done if said changes do not materially affect the ownership interest of anyone else. Said changes shall otherwise be in accordance with Amended Declaration Article XIII.

P. Interpretation. The provisions of this Amended Declaration, and the Exhibits attached hereto, including the Bylaws, shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class community provided, however, that the language used shall not be strictly construed against the Master Association, its Board members or any Owner.

AMENDED AND RESTATED

BYLAWS

FOR

THE COUNTRY LAKES

COMMUNITY ASSOCIATION

AMENDED AND RESTATED BYLAWS FOR THE COUNTRY LAKES
COMMUNITY ASSOCIATION

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AMENDED AND RESTATED BYLAWS
FOR COUNTRY LAKES COMMUNITY ASSOCIATION

These Amended and Restated Bylaws for Country Lakes Community Association ("Bylaws") (formerly known as Code of Regulations) are executed and incorporated in the Amended and Restated Declaration of Restrictive Covenants for Country Lakes Community Association ("Amended Declaration"). Certain terms have been defined in the Amended Declaration and, when used in these Bylaws, shall have the same meaning as set forth in the Amended Declaration. The purpose of these Bylaws is to provide for the establishment of an Owners' Master Association for the government of the Property in the manner provided by the Amended Declaration and by these Bylaws. All present or future Owners, Occupants, guests, or tenants or their employees, or any other person who might use the facilities of the Property in any manner shall be subject to the covenants, provisions or regulations contained in the Amended Declaration and these Bylaws and shall be subject to any restriction, condition, or regulation hereafter adopted by the Master Association, through its Board of Directors. The mere acquisition or rental of any of the Dwellings located within the Property described in the Amended Declaration, or the mere act of occupancy of any of the Dwellings will constitute acceptance and ratification of the Amended Declaration and these Bylaws.

ARTICLE I
NAME AND LOCATION

Section 1 - Name of the Master Association. The name of the Master Association shall be "Country Lakes Community Association, Inc.," and shall be an Ohio nonprofit corporation, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the "Master Association").

Section 2 - Location of Office. The office of the Master Association shall be located in the City of Broadview Heights, County of Cuyahoga, State of Ohio, or at any such other place as may be designated by the Board of Directors ("Board" or "Directors"). All of the Master Association's books and records shall be kept at the office.

ARTICLE II
THE MASTER ASSOCIATION

Section 1 - Membership. Each Owner upon acquisition of title to a Dwelling shall be a member of the Master Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Such membership shall terminate upon the sale or other disposition by such Owner of his/her Dwelling, at which time the new Owner of such Dwelling shall automatically become a member of the Master Association.

Section 2 - Voting Rights. Subject to Article V, Section 1(S) below, the membership of the Master Association shall be all those Owners as defined in Article II, Section (1) and shall be entitled to one (1) vote for each Dwelling in which they hold the fee simple interest(s). When more than one (1) Person holds such interest(s) in any Dwelling, all such Persons shall be

members, and the vote for such Dwelling shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling. In the case of a Dwelling owned or held in the name of a corporation, partnership, fiduciary, or nominee, a Certificate signed by the Owner(s) shall be filed with the Secretary naming the person authorized to cast votes for such Dwelling, which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee shall not be considered nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Dwelling shall be owned as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary naming the Person authorized to cast votes for such Dwelling, and either Person, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any Master Association meeting, unless prior to such meeting either Person has notified the Secretary in writing that there is a disagreement as to who shall represent their Dwelling at the meeting, in which case the Certificate requirement set forth above shall apply and, if no Certificate is filed with respect to such Dwelling and they are unable to agree upon their ballot on any subject at any meeting, they shall lose their right to vote on such subject.

Section 3 - Proxies. At any Master Association meeting of the Owners, Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. The Person(s) appointed as proxy need not be an Owner. Designation by an Owner(s) of a proxy to vote, act, or execute on his/her or their behalf, shall be made in writing and signed by such Owner(s) or appointing in any other manner permitted by Ohio law, shall be filed with the Secretary at or before the meeting, and shall be revocable at any time by actual notice to the Board by the Owner(s) making such designation. Without affecting any vote, act, or execution previously taken or authorized, the Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Master Association or by giving notice of revocation to the Master Association in writing or in an open meeting. The mere presence at a meeting of the Owner(s) appointing a proxy does not revoke the appointment.

Section 4 - Meetings of the Master Association.

(A) Annual Meeting. The Master Association's Annual Meeting shall be held for the election of members to the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting. The Annual Meeting shall be held during the fourth quarter of each year on a date and at an hour and location as the Board shall determine and be specified in the notice of such meeting.

(B) Special Meetings. Special Meetings of the Master Association may be called at any time by the President, by a majority of the Board of Directors acting with or without a meeting, or upon written request of Owners entitled to exercise at least a majority of the Master Association's total voting power. Upon request in writing delivered either in person or by certified mail to the President or the Secretary by any Person(s) entitled to call a meeting of the members, such officer shall cause notice to be given to the Owners entitled to notice of a

meeting in accordance with Section 4(C) below. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Person(s) requesting the meeting may fix the time of the meeting and give notice of such meeting. No business other than that specified in the notice shall be considered at any special meeting.

(C) Notice of Meetings. Not less than seven (7) nor more than thirty (30) days before the day fixed for the Master Association Annual Meeting, or less than seven (7) days for a Special Meeting, written notice stating the time, place, and purpose of such meeting shall be given by or at the direction of the Secretary or any other Person(s) required or permitted by these Bylaws to give such notice. Such notice shall be given by electronic mail, hand-delivered, or by sent regular U.S. mail, first-class postage prepaid to each Master Association member who is an Owner of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the Owners at their respective addresses as they appear on the Master Association's records. Notice of the time, place, and purpose(s) of any meeting of the Owners may be waived in writing, either before or after the holding of such meeting, by any Owner(s), which writing shall be filed with or entered upon the records of the meeting. The attendance of any Owner at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Owner of notice of such meeting.

(D) Quorum and Adjournment. Except as may be otherwise provided by law or by the Amended Declaration, Owners entitled to exercise twenty-five percent (25%) of the voting power and who are in good standing at the time of the meeting (as further defined in Bylaws Article V, Section 1 (5)), shall constitute a quorum for such meeting. Owners entitled to exercise a majority of the voting power represented at a meeting of the Association, whether or not a quorum is present, may adjourn such meeting from time to time until quorum shall be present.

(E) Conduct and Order of Business. The Board may adopt Rules for the conduct of all Master Association meetings and the order of business at all Annual Meetings shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Approval of minutes of preceding meeting;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Election of Inspectors of Election;
- (7) Election of Directors;
- (8) Unfinished and/or old business;
- (9) New Business; and
- (10) Adjournment.

(F) Minutes of the Meetings. Minutes shall be taken at all Master Association meetings. Copies of the approved minutes shall be available for inspection by Owners upon reasonable request, at the Master Association office or as kept by the Secretary.

Section 5 - Actions Without A Meeting. Any action, except an action for the removal of a Director, which may be taken at a meeting of the Master Association, may be taken without a meeting with the approval of, in writing(s) signed by Owners having the percentage of voting power required to take such action as if the same had been taken at a meeting. Such writing(s) shall be filed with the Secretary.

ARTICLE III BOARD OF DIRECTORS

Section 1 - Board of Directors. The Board shall constitute for all purposes the Board of Directors as provided for under Chapter 5312 of the Ohio Revised Code.

Section 2 - Number and Qualification. The number of Board members shall be five (5) persons, each of whom must be an Owner or the spouse of an Owner, except in the case of a Dwelling held by a corporation, partnership, limited liability company, trust, fiduciary, or nominee, the designated representative of such Dwelling shall be eligible to serve as a Board member. All candidates for the Board must be in good standing with the Master Association at the time of the Annual Meeting or Special Meeting held for the election of Board members and not be subject to removal for any criteria set forth in Article IV, Section 3. Good standing requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or Assessments owed to the Master Association. If a Board member ceases to meet such good standing qualifications during his/her term, he/she shall cease to be a member of the Board and his/her place on the Board shall be deemed vacant. No single Dwelling may be represented on the Board by more than one (1) Director.

Section 3 – Nomination. Candidates may submit a written request to be placed on the ballot as a candidate for the election to the Board of Directors provided the candidates file a letter of intent with the Secretary at least fourteen (14) days before the date of the Annual or Special Meeting and/or nominations may be made from the floor at the Annual or Special Meeting. If a candidate is not in good standing, he/she immediately fails to qualify for the Board and he/she shall not be eligible for election.

Section 4 – Election of Director. Except as otherwise provided in these Bylaws, the Directors shall be elected at the Annual Meeting, but when the Annual Meeting is not held or Directors are not elected, they may be elected at a Special Meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member; but unless such request is made, the election may be conducted in any manner approved at such meeting. Each Owner may vote for as many candidates as there are vacancies in the Board. Candidates receiving the greatest number of votes shall be elected to the Board. Cumulative voting is not permitted.

Section 5 – Term; Resignations; Vacancies. Board members are elected for a three (3) year term. Except as otherwise provided, each Director shall be a Board member until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from office, ceases to be a member in good standing, or death. Any

Director may resign at any time by oral statement to the effect made at a Board meeting or in writing to that effect delivered to the Secretary; such resignation shall take effect immediately or at such other time as the resigning Director may specify. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term. Board members shall be elected to serve staggered, three (3) year terms, thereby establishing and maintaining at all times a 2-2-1 rotation.

ARTICLE IV
BOARD MEETINGS AND OTHER ISSUES

Section 1 - Board Meetings.

- A. Organizational Meetings. Immediately after the Annual Meeting or special meeting held in lieu of the Annual Meeting, the newly elected Directors and those Directors whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- B. Regular Meetings. Four (4) regular meetings of the Board shall be held throughout each calendar year on such dates as the Directors may designate and announce to the Owners via some form of communication medium. Meetings of the Board, except executive session, shall be open to the members of the Master Association to attend but members shall not have the right to participate, unless the Board expressly authorizes that the member to attend and/or participate.
- C. Special Meetings. Special Meetings of the Board may be held at any time upon call by the President or majority of the other Directors. Notice of the time, place, and purpose(s) of each Special Meeting shall be given to each Director and announced to the Owners via some form of communication medium. Meetings of the Board, except executive sessions, shall be open to the members of the Master Association to attend but members shall not have the right to participate, unless the Board expressly authorizes the member to attend and/or participate. Such notice may be given in any manner or method permitted by Ohio law and at such time so that the Director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been proper if given as outlined in Section 1 (F) below. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any Special Meeting.
- D. Executive Sessions. At any meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, other matters protected under attorney-client privilege or enforcement of the Amended Declaration, these Bylaws, or Rules against any Owner. Executive session minutes are not available for inspection and/or copying.

- E. Conduct of Meetings. In accordance with Ohio Revised Code Section 5312.04, the Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Director can hear or read in real time and participate and respond to every other Director.
- F. Notices. Written notice of the time and place of any Board meeting shall be given to each Director either by personal delivery or by mail, fax, email, or telephone at least forty-eight (48) hours before the meeting, which notice need not specify the purpose(s) of the meeting; provided, however, that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him/her of notice of such meeting. Such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular meeting. Notice of meetings will be announced to members at least forty-eight (48) hours in advance.
- G. Voting Power. Each Director shall have one (1) vote. Vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine any matter. All questions and business shall be determined by a majority vote of those present.
- H. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Directors then in office. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Amended Declaration or these Bylaws. A majority of the Directors present at a meeting duly held may adjourn such meeting from time to time.
- I. Minutes of Board Meetings. Minutes shall be taken at or for all Board meetings. Copies of the Board-approved minutes, except for those taken during closed executive sessions, shall be available for inspection by Owners, upon reasonable request, at the office of the Master Association, or as kept by the Secretary.
- J. Actions Without A Meeting. Except for removal of officers, in lieu of conducting a meeting, the Directors may take an action with the unanimous written consent of the Directors, which written consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. Written confirmation signed by each Board member of the action taken without a meeting shall be filed with the minutes of the Board.

Section 2 - Compensation. While serving on the Board, the Directors shall not receive any salary or compensation for their services on the Board or for the Master Association. Any Director, however, may be reimbursed for his/her actual expenses incurred in the performance of

his/her duties, as solely determined by the remaining Directors. If any Director, Director's spouse, life partner, or immediate family member (defined as any parent, child, adopted child, or sibling of the Director), seeks to be retained to perform services for the Master Association for compensation, the respective Director must disclose the conflict of interest and completely abstain from the Board's decision-making process. If a majority of the Directors have a financial interest in the particular matter, the matter shall be submitted to the Owners for approval by a majority of the disinterested Owners.

Section 3 - Removal of Directors. Except as otherwise provided in these Bylaws, the Board may remove any Director and create a vacancy in the Board, if by order of court such Director has been found to be of unsound mind, or is physically incapacitated, is found guilty or pleads guilty to a crime involving fraud, dishonesty or moral turpitude, or not a member in good standing as defined in Article III, Section 2, or involved in any legal action against the Master Association or fails to attend three (3) consecutive meetings of the Board. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term. At any Annual Meeting or special meeting duly called at which a quorum shall be present, any one or more of the Directors may be removed with or without cause by the vote of Owners entitled to exercise at least a majority (>50%) of the voting power of the Master Association, and a successor(s) to such Director(s) so removed may be elected at the same meeting for the unexpired term of each such removed Director. Any Director, whose removal has been proposed, shall be given an opportunity to be heard at such meeting prior to the vote on his/her removal.

ARTICLE V POWERS AND DUTIES

Section 1 - Powers and Duties. Except as otherwise provided by law, the Amended Declaration or these Bylaws, the Board of Directors shall exercise all power and authority of the Association and on behalf of the Association, may:

- A. exercise for the Master Association all powers, duties and authority vested in or delegated to this Master Association pursuant to the Amended Declaration, these Bylaws, and Ohio Revised Code Chapter 5312 unless expressly reserved to the membership by other provisions of these Bylaws or the Amended Declaration;
- B. take all actions deemed necessary or desirable to comply with all requirements of law, Amended Declaration and these Bylaws;
- C. hire and fire managing agents, attorneys, accountants, and other independent professionals and employees to perform such duties and services as the Board may authorize;
- D. commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of or threatened against, the Master Association, the Board of Directors, or the Property, or that involves two or more Owners and relates to matters affecting the Property;

- E. enter into contracts and incur liabilities relating to the operation of the Property;
- F. enforce all provisions of the Amended Declaration, Bylaws, covenants, conditions, restrictions, and Articles of Incorporation governing the Property, Common Elements, Lots, Buildings, and Dwellings;
- G. adopt and promulgate Rules, by written notice to the Owners, as the Board deems advisable, for:
 - (1) overseeing the maintenance, conservation, and beautification of the Property;
 - (2) preserving the health, comfort, safety, and general welfare of the Owners and Occupants;
 - (3) governing the operation and use of the Property, Common Elements or any portion;
 - (4) regulating the use or occupancy of Dwellings, Buildings, or Lots;
 - (5) regulating the maintenance, repair, replacement, modification, and appearance of Dwellings, Buildings, Lots, and Common Elements when the actions regulated by those Rules affect Common Elements, Property, or other Dwellings, Buildings or Lots; and
 - (6) establishing a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, restriction, or responsibility of the Amended Declaration or these Bylaws.
- H. purchase, acquire, encumber, lease as lessee, convey, sell, or transfer personal property;
- I. hold in the name of the Master Association real property and personal property acquired in accordance with these Bylaws;
- J. grant easements, leases, licenses, and concessions through, under, and/or over the Common Elements;
- K. purchase or otherwise acquire, lease as lessee, invest in, hold, use, encumber, sell, exchange, transfer, and dispose of real property of any description or any interest therein subject to Bylaws Article IX, Section 3;
- L. levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

- M. impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and, pursuant to the requirements of the Amended Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Amended Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property;
- N. establish, enforce, levy and collect Assessments against Owners;
- O. adopt and amend rules that regulate the collection of Assessments and the application of payments of delinquent Assessments;
- P. impose reasonable charges to the Owner for preparing, recording, or copying the Amended Declaration, these Bylaws, or amendments as well as reasonable charges for the handling of refinancing and/or resale certificates, documentation and or statements of unpaid Assessments;
- Q. authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements;
- R. borrow funds, assign, without limitation, the Association's right to future income, including the right to receive common Assessments and insurance proceeds, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that if such borrowing is in excess of \$20,000.00 the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose;
- S. establish procedures for the suspension of the right of an Owner and/or Occupant to use the recreational facilities during any period in which such Owner shall be in default. Default shall mean Owner is more than thirty (30) days delinquent in the payment of any Assessment levied by the Master Association;
- T. obtain insurance coverage no less than that required in the Amended Declaration and fidelity bonds the Board considers appropriate and necessary; such insurance coverage shall be reviewed annually by the Board;
- U. invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- V. pay the taxes and assessments levied against property owned by the Master Association before they become delinquent; and
- W. do all things permitted by law and exercise all power and authority within the purposes stated in the Amended Declaration or incidental thereto.

Section 2 - Committees. The Board may, by resolution, provide for standing or special committees as it deems desirable, and discontinue the same at its discretion. All committee members must be members in good standing as defined in these Bylaws Article III, Section 2. Each committee, consisting of not less than three (3) members, shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each committee shall keep full records and accounts of its proceedings and transactions. All action by any committee shall be reported to the Board at its next meeting succeeding such action and shall be subject to control, revision, and alteration by the Board; provided that no rights of third persons shall be prejudicially affected. Each committee shall fix its own rules of procedure and shall meet as provided by such rules as determined by the Board, and it shall also meet at the call of the President or of any two members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Section 1 of this Article IV relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each committee. A majority of the members of a committee shall constitute a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, which may be in electronic form, including by email or similar mode of communication, but no such action shall be effective unless unanimous written consent by all members of the committee has been obtained. Written confirmation signed by each committee member of the action taken without a meeting shall be filed with the minutes of the committee. Vacancies in a committee shall be filled by the Board or as it may provide.

Section 3 – New Owner Documents. The Board either directly or through the Management Company shall provide a copy of the most current Declaration, Bylaws and Rules to new Owners.

ARTICLE VI OFFICERS

Section 1 - Election and Designation of Officers. The Board shall elect a President, Vice President, Secretary, and Treasurer, each of whom shall be a member of the Board. Any two (2) of such officers, other than that of the President and Vice President, may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity.

Section 2 - Term of Office. The officers of the Master Association shall hold office at the pleasure of the Board, unless sooner removed by the Board or until the organizational meeting of the Board following the date of their election and until their successors are chosen and qualified. The remaining Board members shall fill a vacancy in any office, however created.

Section 3 - Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board members then in office. Any officer may resign at any time by giving an oral statement to the effect made at a Board meeting or in writing to that effect delivered to the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4 - Duties. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- A. President. The President shall be the chief executive officer of the Master Association. He/She shall preside at all meetings of the Board of Directors. Subject to the directions of the Board, the President shall have general executive supervision over the business and affairs of the Master Association. He/She may execute all legal instruments on behalf of the Master Association and other obligations of the Master Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Amended Declaration or these Bylaws.
- B. Vice President. The Vice President shall perform all the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board. At the request of the President, or in his/her absence or disability, the Vice President shall perform all the duties of the President, and when so acting, shall have all the power of the President with like authority of the President.
- C. Secretary. The Secretary shall keep the minutes, proceedings of meetings, and record the votes of the Board and of the Owners, shall serve notice of meetings of the Board and of the Owners, as required by law or by these Bylaws, and keep appropriate current records showing the names of Owners and Occupants together with their addresses, and shall perform such other duties as may be determined by the Board.
- D. Treasurer. The Treasurer shall have general supervision of all finances, assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Master Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures to be presented to the Owners at the annual meetings and the delivery or mailing of a copy of each to all of the Owners, shall turn over to his/her successor or to the Board all property, books, documents, and money of the Master Association in his/her possession, and shall perform such other duties as may be determined by the Board. All check(s) and monetary withdrawals shall have dual signatures of the Board members or one Board member and the property manager.

Section 5 - Assistants and Other Officers. The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such assistant(s) or officer(s) shall hold office during the pleasure of the Board, and perform such duties as the Board may prescribe; however such assistant(s) and officer(s) shall not have any voting power.

Section 6 - Delegation of Duties. Nothing contained in these Bylaws shall be construed so as to preclude the Master Association, through its Board and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Master Association as the Board shall, from time to time, specify and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7 - No Compensation to Officers. No officer of the Master Association shall receive compensation for his/her services as such.

Section 8 - Fidelity Coverage. The Master Association shall also obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Master Association against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Master Association funds. The Board shall determine the appropriate amount of such bond/insurance, taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and/or similar institutions. As used in this paragraph, the term "persons who control or disburse funds of the Master Association" refers to any individual with authority and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Master Association account or deposit, including but not limited to the management company's principals and employees, and the President, Secretary, and Treasurer of the Board of Directors. Any person who controls or disburses funds of the Master Association must be able to be bonded or else he/she cannot serve in that capacity.

ARTICLE VII INDEMNIFICATION

Section 1 - In General. The Master Association shall indemnify any current or former member of the Board of Directors, any current or former officer, or any current or former committee member and/or his/her respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal, or civil, to which he/she is or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined that (a) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Master Association; (b) such Director, officer, or committee member acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Master Association; (c) in any criminal action, suit or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful; and (d) in case of settlement, the amount paid in the settlement was reasonable.

Unless the above determinations are made by a Court of Law, such determinations shall be made by written opinion of independent legal counsel chosen by the Board. Any accused Board member cannot vote to choose such counsel, and that counsel cannot be any current counsel or firm representing the Master Association or any Board Member. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth above.

Section 2 - Advance of Expenses. The Master Association may advance funds to cover

expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to pay such amounts.

Section 3 - Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Amended Declaration, these Bylaws or Rules, any agreement, any insurance provided by the Master Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, and its successor statutes, or otherwise. The Master Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

Section 4 - Directors, Officers, and Committee Liability. The Directors, officers, and committee members shall not be personally liable to the Owners for any mistake of judgment, or negligence, except for their own individual willful misconduct, gross negligence or bad faith. The Master Association's indemnification shall include, but not be limited to, all contractual liability to third parties arising out of contracts made on behalf of the Master Association and every contract or agreement made by any Director or officer shall mean that such Director or officer is acting only as a representative of the Master Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Amended Declaration or these Bylaws and/or as an Owner.

Section 5 - Cost of Indemnification. Any sum paid or advanced by the Master Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by Special Assessment or otherwise, any sums required to discharge the Master Association's obligations under this Article; provided, however, that the liability of any Owner arising out of the contract made by any Director or officer or out of the aforesaid indemnity in favor of such Director or officer, shall be limited to such proportion of the total liability as said Owner's pro rata share of all the Owners as members of the Master Association.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Master Association may end on the 31st day of December of each year or on such other day as may be fixed from time to time by the Board.

ARTICLE IX GENERAL POWERS OF MASTER ASSOCIATION

Section 1 - Payments as Common Expenses. The Master Association, for the benefit of all the Owners, shall acquire and pay for out of the Master Association's funds all Common Expenses arising with respect to, or in connection with, the Property. The expenses of the Master Association may include the following:

- A. Utilities and Related Facilities. The cost of water, waste removal, electricity, gas, heat, or any other utility service for the Common Elements and/or Dwellings that are not separately metered or otherwise directly charged to Owners. In the event any utility service for a Dwelling is paid by the Master Association of any kind or nature not furnished to all Owners, the Master Association shall charge monthly to the Owner of such Dwelling an estimated cost for such usage. However, the Board may discontinue payments of such utility service at any time, in which case each Owner shall be responsible for direct payment of his/her share of such expense as shall be determined by the Board. The Board has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as a Common Expense or "other charge," which may be applied equally to all Owners as set forth in the Amended Declaration, and to then levy additional Assessments against any Owner to reimburse the Master Association for excessive use of any utility service by such Owner in such amounts as shall be determined by the Board.
- B. Casualty Insurance. Premiums upon a policy(ies) as provided in the Amended Declaration, in an amount equal to full insurable replacement value subject to such deductible as the Board may determine.
- C. Liability Insurance. Premiums upon a policy(ies) insuring the Master Association, the Board members and officers, the manager or managing agent, and the Owners and Occupants against any liability to the public or to the Owners, their tenants, invitees and licensees, incident to the ownership and/or use of the Common Elements, as provided in the Amended Declaration, the limits of which policy(ies) shall not be less than \$2,000,000.
- D. Other Insurance. Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Amended Declaration or these Bylaws.
- E. Workers' Compensation. The cost(s) of workers' compensation insurance to the extent necessary to comply with any applicable laws.
- F. Wages and Fees for Services. The wages and fees for services of any person(s) or firm employed by the Master Association, including, without limitation, the services of any person(s) or firm to act as a manager or managing agent for the Association, the services of any person(s) required for the maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement or interpretation of the Amended Declaration, these Bylaws, and Rules and for the organization, operation and enforcement of the rights of the Master Association.
- G. Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacements of the Common Elements that the Master Association is responsible for as provided for in the Amended Declaration and such furnishings and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Master Association, shall have the exclusive right and duty to

acquire the same for such portions of the Common Elements.

- H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may, in the opinion of the Board, constitute a lien against the Property or any part thereof and which arose by virtue of the Board's authorization or direction; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Master Association may pay or otherwise discharge the lien, but the responsible Owner(s) shall be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Master Association by reason of said lien(s) shall be specially assessed to said Owner(s).
- I. Additional Expenses. The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or assessments that the Master Association is required or permitted to secure or pay for pursuant to the terms of the Amended Declaration and these Bylaws or by law or which, in the Board's opinion, are necessary or proper for the reasonable maintenance and operation of the Property as a first-class property or for the enforcement or interpretation of the Amended Declaration, these Bylaws, and/or the Rules.

Section 2 - Utility Contracts. In addition to the authority provided for in Article VIII, Section 1(A), the Board, on behalf of the Master Association and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates as the Board determines is in the best interest of the Master Association and/or Owners as a whole, whether or not such services are included and/or paid for as a Common Expense or paid directly by the Owners.

Section 3 - Acquisition, Sale or Exchange of Real Property. Whenever the Board determines to acquire, sell, or exchange real property or any interest therein located outside of the Property, the Board shall submit such acquisition, sale, or exchange to a vote of the Owners and, upon the affirmative vote of the Owners entitled to exercise not less than seventy-five percent (75%) of the Master Association's total voting power, the Board may proceed with such acquisition, sale, or exchange, in the name of the Master Association and on behalf of all Owners, and the costs and expenses incident to such acquisition, sale, or exchange shall constitute part of the Common Expenses.

Section 4 - Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Owners and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair, and maintenance of Lots, Buildings or exterior surfaces of Dwellings or recreational, educational, or medical and any concessions. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Owners, or paid from the Common Expenses and levied as an Assessment due from the participating Owners. In the event any special services create a surplus, these funds shall be added to the maintenance or reserve funds as the Board so determines.

Section 5 - Insured Contractors. For any work or services to be performed on the Common Elements, the Master Association shall only retain and contract with licensed and bonded (as required by the State of Ohio or the City of Broadview Heights) contractors, persons, firms and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as required by the State of Ohio, City of Broadview Heights, and/or the Board.

ARTICLE X ASSESSMENTS

Section 1 - Determination of Assessments. The Board shall fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses and reserves. Common Expenses shall include expenses for the operation, insurance and reasonable maintenance, repair, or replacement of the Common Elements, and such other parts of the Property as provided for in the Amended Declaration, the carrying out of the powers and duties of the Master Association, the items enumerated in Article VIII above, and any other expenses designated from time to time by the Board as Common Expenses. Funds for the payment of Common Expenses shall be assessed against the Owners in the manner and proportions and payable as provided in the Amended Declaration and these Bylaws. Special Assessments, if any, should be required by the Board and shall be levied and paid in the manner as directed by the Board, except as otherwise set forth in these Amended Bylaws.

Section 2 - Notice of Assessments. Within thirty (30) days after the Board has determined the amount of any Assessment, a statement of the Assessment shall be hand-delivered or mailed to each of the affected Owners. All Assessments shall be payable to the Master Association. The Master Association may provide Owners the opportunity for electronic, automatic monthly payments of their Annual Assessment if the Board determines it is in the best interest of the Master Association. Assessments shall be made against Owners in an amount no less than required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred.

Section 3 - Obligation to Pay Assessments. Each Owner shall pay his/her proportionate share of the Common Expenses as assessed against the Owners. Payment of any Assessment, other than the Annual Assessment, shall be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under the Amended Declaration or these Bylaws, or for inconvenience, discomfort or dislocation arising from the making of repairs or improvements that are the responsibility of the Master Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No Owner may exempt himself/herself from liability for any Assessment(s) by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Dwelling and/or Lot, or for any other reason.

Section 4 - Preparation of Budget; Annual Assessments.

(A) Prior to the date of the Annual Meeting, the Board shall prepare a budget which shall be based on the estimate of the total amount ("the estimated cash requirements") that will be required during the ensuing fiscal year to pay the Common Expenses and to provide a reserve for contingencies and replacements ("Annual Assessment").

(B) On or before January 1 of each year, the Board shall notify each Owner in writing of the amount of such estimated budget with reasonable itemization. Said estimated cash requirement shall be assessed to the Owners in accordance with the provisions of the Amended Declaration and these Bylaws. On or before the last day of February of the ensuing year, each Owner shall be obligated to pay the Master Association the Annual Assessment in full made pursuant to this section.

(C) Subject to the requirements in Section 6 set forth below, if the estimated cash requirement is insufficient for any reason, including the non-payment by any Owner of his/her share of the Annual Assessment, the Master Association may at any time prepare an adjusted estimate and levy additional Assessments, which shall be assessed to Owners. The Master Association shall give written notice of any such additional Assessments to all Owners, stating the amount, the reasons, and the time when the same shall be payable, which shall not be less than ten (10) days after the mailing of such notice, or, if the same is not mailed, the delivery of such notice. All Owners shall be obligated to pay the amount as so adjusted.

(D) If, at any time, the Board determines that the Master Association has collected an amount in excess of the amount required for actual Common Expenses and reserves in any year, such amount shall, at the Board's sole discretion, either be credited promptly to any amounts next due from Owners for any Assessment or applied toward reserves.

Section 5 - Reserve for Contingencies and Replacements. The Board shall establish and maintain for the Master Association a capital reserve fund as provided for in Chapter 5312. The Board, on the Master Association's behalf and in the exercise of its sole business judgment, shall build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements. The reserve is to be funded by the portion of the Annual Assessment earmarked in the budget for the reserve, provided that the amount set aside annually for reserves shall not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments, unless the reserve requirement is waived annually by the Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts shall be accumulated in the reserve account. Upon the sale of a Lot or Dwelling by any Owner, such Owner shall have no right to any portion of the funds in the reserve account; nor shall any such Owner have any claim against the Master Association with respect thereto. The Board may allocate reserves to a particular item by a duly made, seconded, and approved motion that explicitly uses the word "allocate." Allocated reserves accumulated from prior years may only be expended for the allocated item unless there is an excess of allocated funds for any given item as evidenced by a professional reserve study or approved by a

majority vote of the entire Master Association. If any funds remain after the expenditure of allocated funds on the specified allocated item, such excess funds shall become part of the reserves.

Section 6 - Special Assessments for Capital Improvements. Notwithstanding anything in these Bylaws or in the Amended Declaration, which authorizes expenditures, no single expenditure shall be made by the Master Association for any material additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements or for the purchase or lease of any Dwelling/Lot by the Master Association, exceeding in total cost Twenty Thousand Dollars (\$20,000) without, in each case, having the prior approval of the Owners entitled to exercise at least a majority of the Master Association's total voting power present in person or by proxy at any annual or a special meeting duly held for such purposes. If such approval is obtained, the Board shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost as a Common Expense or a Special Assessment. The limitations on expenditures by the Master Association contained in this Section 6 shall not apply to repair or replacement of the Common Elements due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Property or Common Elements, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, rules, or regulations, or to avoid suspension of any necessary services or for the safety of any person(s).

Section 7 - Date of Commencement of Assessments. The Annual Assessments for any year shall become due and payable on the first day of February of said year. The due date of any Special Assessment shall be fixed in the resolution authorizing such Special Assessment.

Section 8 - Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any budget or in the giving of notice to Owners, or any delay in the making of Assessments against Owners, or any of them, shall not constitute a waiver or release in any manner of such Owner to pay his/her proportionate share of the Common Expenses, including reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any Assessments based thereon, Owners shall continue to pay the Assessments at the existing rate established for each Owner then in effect, until the first maintenance payment becomes due, pursuant to a new Assessment covering the current period duly made by the Board in the manner above provided in Section 3 of this Article IX.

Section 9 — Books and Records.

(A) The Master Association shall maintain correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution and collection of the profits, losses, and expenses among and from the Owners, minutes of the Master Association and Board meetings, and records of names and addresses of the Owners (the "Master Association's Records").

(B) The Board may adopt Rules establishing reasonable standards for the

examination and copying of the Master Association's Records, which may include, standards and limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any Rules, any Owner or his/her mortgagee, or by any representative of an Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Master Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. Within ten (10) days of a written request to the Board and upon payment of a reasonable fee, any Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

(A) The Master Association shall not permit examining and/or copying of any of the following from books, records, or minutes unless expressly approved by the Board:

- (1) information that pertains to property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation or other property-related matters or other matters protected under attorney-client privilege;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Amended Declaration, these Bylaws or Rules against an Owner(s); or
- (5) information, the disclosure of which, is prohibited by state or federal law.

Section 10 — Status of Funds Collected by Master Association. All funds collected shall be held and expended solely for the purposes designated in the Amended Declaration, these Bylaws, or Ohio law, and, except for such Assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Master Association from Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board. All Assessment payments by an Owner shall be applied as provided in these Bylaws and in the Amended Declaration.

Section 11 — Annual Review. The books of the Master Association shall be reviewed once a year by the Board and such review shall be completed prior to each Annual Meeting. In addition, at any time, upon the request of three (3) Directors or of Owners holding fifty percent (50%) or more of the Master Association's total voting power, the Board shall cause an audit of

the books to be made by a Certified Public Accountant; any such audit shall be at the expense of the Master Association and a copy of such audit shall be sent to every Owner within thirty (30) days of Master Association's receipt of same.

ARTICLE XI
GENERAL PROVISIONS

Section 1 - No Active Business to be Conducted for Profit. Nothing in the Amended Declaration and/or these Bylaws shall be construed to give the Master Association authority to conduct an active business for profit on behalf of all the Owners or any of them; but this shall not preclude the Master Association from entering into contracts, licenses, concession and vending agreements, rental agreements for the usage of the Clubhouse, and the like, affecting parts or uses of the Common Elements that result in the production of income for the Association or from making arrangements of the types described in Section 4 of Article IX.

Section 2 - Agreements Binding. All agreements and determinations lawfully made by the Master Association, through the Board, in accordance with the procedure established in the Amended Declaration and these Bylaws shall be deemed to be binding on all Owners, their successors, heirs, and assigns.

Section 3 - Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4 - Definitions. All capitalized words and terms used in these Bylaws shall have the same meaning as set forth in the Amended Declaration.

Section 5 - Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended by the affirmative written vote of the Owners, exercised at a meeting or without a meeting by signed, written consent, entitled to exercise not less than a majority of the voting power of the Master Association. Upon the adoption of any amendment, the President shall file with the Recorder of Cuyahoga County an instrument executed with the same formalities, containing the amendment being made, the volume and pages of the original being amended, and the manner of the adoption of the amendment.

ARTICLE XIII
CONFLICT IN TERMS

In the event of any conflict in terms or inconsistency of any term or provision of the Amended Declaration, Bylaws, or Rules, the Amended Declaration controls and takes

precedence over the Bylaws and Rules, and the Bylaws control and take precedence over the Rules.

EXHIBIT A

LEGAL DESCRIPTION

The legal description for the property was originally recorded at Volume 89 0143, Page 35 et seq. of the Cuyahoga County Records and subsequently amended and restated at Cuyahoga County Records Volume 91 1725, Page 34 et seq. on or about April 3, 1991 and Volume 92-2618, Page 21 et seq. on or about April 2, 1992.

The legal descriptions are part of Country Lakes Estates Subdivision No. 1 as shown by the recorded plat in Volume 242, Page 75 of Cuyahoga County Records and Country Lakes Estates Subdivision No. 2 as shown by the recorded plat in Volume 242, Page 76 of Cuyahoga County Records, and as amended.

Any inconsistency between the original legal description and amended legal descriptions for the property and the above legal description shall be resolved in favor of the original legal description and amended legal descriptions for the property.

EXHIBIT C

PLAT

The Plats for Country Lakes Community Association were prepared and recorded at Volume 242, Page 74 et seq. of Cuyahoga Country Map Records, including any additional plats and amendments to the Original Declaration, which are incorporated into and as part of the Original Declaration.