

TURNBERRY: C: 2/22/95

COVENANTS AND RESTRICTIONS
FOR
THE TURNBERRY SUBDIVISION

WHEREAS, Turnberry Associates, Inc., its successors or assigns, as the owner of the land described by metes and bounds herein and also described by plat of survey attached hereto as Exhibit A and incorporated by reference herein, does Intend that the following uniform covenants and restrictions attach to and run with the land and to be for the benefit of said land, and

WHEREAS, Turnberry Associates, Inc., Its successors and assigns, as Grantor, for the benefit of the Grantor, the Grantee and any person who may hereinafter become the owner of any Interest In the property, a Lot, a Parcel, Living Unit, Cluster Unit or an owner deriving title therefrom, through or under the Grantor or Grantee, do covenant and agree that the property, Lot, Parcel or Living Unit shall be held by a11 such persons or owners subject to the following covenants and Restrictions.

ARTICLE I

Section 1. Definitions:

- (a) "Homeowners Association" shall mean and refer to The Turnberry Subdivision Homeowners Association, formed for the purpose of maintaining and administering the Common Properties In The Turnberry Subdivision Homeowners Association, providing services of general benefit to the owners of premises within The Turnberry Homeowners Subdivision, Phase I, administering and enforcing these Covenants and Restrictions, collecting and disbursing the assessments, and exercising other functions hereinafter provided for.
- (b) "The Turnberry Subdivision Homeowners Association shall mean and refer to the property described in Article II, and any additions made thereto in accordance with Article II.
- (c) "Common Properties" shall mean and refer to those areas of land designated as Common Areas as appear on any recorded subdivision plat of The Turnberry Subdivision Homeowners Association, Phase I, and intended to be devoted to the common use and enjoyment of all the owners of premises within The Turnberry Subdivision Homeowners Association.
- (d) "Living Unit" shall mean and refer to any building, house or dwelling or any portion of a building, house or dwelling or any unit of a cluster Dwelling, Development, situated within Turnberry Subdivision Homeowners Association, Phase I.
- (e) "Lot" shall mean and refer to any subplot shown upon any recorded subdivision plat of The Turnberry subdivision Homeowners Association, Phase I.
- (f) "Township" shall mean and refer to the Township of Montville, a township organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the Township is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Properties, storm sewers, and swales, as more fully set out herein, as does the Association or Developer.
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Parcel or Living Unit situated within The Turnberry subdivision Homeowners Association, Phase I, at any time during the term of these Covenants and Restrictions but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or, any proceeding in lieu of foreclosure.

- (h) "Member" shall mean and refer to all the Owners who are Members of the Association as provided In Article III, Section I, hereof.
- (i) "Parcel" shall mean and refer to any division of the land in Phase I, on which a Living Unit is or can be built.

ARTICLE II
PROPERTY SUBJECT TO COVENANTS AND RESTRICTIONS

Section 1. Existing Property. The property comprising The Turnberry Subdivision Homeowners Association, all of which is and shall be held, transferred, sold, conveyed, and occupied subject to these Covenants and Restrictions is located In the Township of Montville, Ohio, shall hereinafter in this Article II be referred to as "Existing Property," and is more particularly described as follows:

LEGAL DESCRIPTION OF
THE TURNBERRY SUBDIVISION HOMEOWNERS ASSOCIATION

situated In the Township of Montville, County of Medina, State of Ohio, and known as being a part of Montville Township Lots 63,64,69 and 70, being further bounded and described as follows:

Beginning at a stone monument found at the northeast corner of Lot 63;

Thence S 01°55'24" W, 200.00 feet along the east line of Lot 63 to a point in the north line of land, now or formerly, in the name of Delta Land Investment Inc. as witnessed by an iron pin found 1.02 feet north:

Thence N BB*01°36" W, 1115.00 feet to a point in the easterly line of lands, now or formerly, in the name of Merle E. and Elinor M. Buckingham as recorded in volume 474, page 378 of the Medina County Record of Deeds as witnessed by an Iron pin found 0.71 feet west;

Thence N 01°43'24" E, 1446.66 feet along said Buckingham east line to a point:

Thence S 70°53'18" E, 424.22 feet to a point and being the principal place of beginning of the parcel described herein;

Thence N 58 32'10" W, 304.78 feet to a point;

Thence along the arc of a curve deflecting to the right angle of 01°25'48" and a chord of 13.73 feet bearing N 32 10°44" E, to a point;

Thence N.57°06'22" W, 138.15 feet to a point:

Thence N 49°00'00" E, 446.59 feet to a point:

Thence N 19°51'26" W, 153.02 feet to a point in the south right-of-way of the Wheeling & Lake Erie Railway:

Thence along the southerly right-of-way line of the Wheeling Lake Erie Railway, the same being the arc of a circle deflecting from left to right, said arc having a length of 823.14 a chord of 822.42 feet bearing S 77°26'53" E, to an iron pin set;

Thence S 02°03'00" W, 303.99 feet along the railroad right-of-way and the west line of lands, now or formerly, in the name of Harilyn Jean Reapp to a stone monument found;

Thence S 88°23'52" E, 767.50 feet along said Reapp's southerly line to an iron pin set in the southerly right-of-way line of the A.C.& Y. Division of the Norfolk and Western Railroad:

Thence S 71°35'19" E, 714.30 feet along the southerly right-of-way line of the A.C.& Y. Division of the Norfolk and Western Railroad to a point in the centerline of River Styx Road (C.H. 49) and having passed through an iron pin set 32.48 feet therefrom;

Thence S 04°06'27" E, 350.84 feet along the centerline of River Styx Road to a point therein:

Thence N 88°29'52" W, 480.36 feet to an iron pin set and having passed through an iron pin set at 30.14 feet;

Thence S 01°30'08" W, 200.00 feet to an iron pin set;

Thence N 88°29'52" W, 705.01 feet to an iron pin set;

Thence S 72°33'33" W, 63.40 feet to a point;

Thence N 67°42'49" W, 62.83 feet to a point;

Thence N 25°20'19" W, 218.31 feet to a point:

Thence N 64°53'47" W, 857.07 feet to the principal place of beginning and containing therein 36.0316 acres of land as surveyed in August, 1994 by Charles A. Rolling, Registered Surveyor No. 5569.

ARTICLE II

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situated in the Township of Montville, County of Medina, State of Ohio, and known as being a part of Montville Township Lots 63, 64, 69 and 70, being further bounded and described as follows:

Section 2. Additions to Existing Property.

- (a) Additional real property may, upon approval by the Association in accordance with its Articles of Incorporation or By-Laws become subject to these Covenants and Restrictions provided that any such proposed addition is adjacent to the Existing Property (or in any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.
- (b) Any such additions shall be made by filing of record a deed, agreement or other instrument in form approved by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property.

Such instrument may contain such complementary additions and modifications of these Covenants and Restrictions as are not Inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this instrument within the Existing Property, nor shall such instrument provide for assessment of the added property as a lower rate than that applicable to the Existing Property.

- (c) open merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. any such transfer or addition of real property shall be evidence of record by a deed with appropriate recitals, The surviving or consolidated association may administer the covenants and restrictions

established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this instrument within the Existing Property except as hereinafter provided.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who Is a record owner of a fee or undivided fee simple interest in any Lot, Parcel or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests in any Lot, Parcel or Living Unit all such persons shall be Members, but for quorum, voting, consenting and all other rights of Members such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot, Parcel or Living Unit, which vote for such Lot, Parcel or Living Unit shall be exercised as they among themselves determine; each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot, Parcel or Living Unit.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of the Developer, Class A Members shall be entitled to one vote for each Lot, Parcel or Living Unit owned by them.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot, Parcel or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When (but not before December 31, 2005) the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership as computed upon the basis set forth above; or
- (b) On December 31, 2005.

From and after the happening of the earlier of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot, Parcel or Living Unit owned by it.

For purposes of determining the votes allowed under this Section, when a Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted and the Lot shall not be counted.

Section 3. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association, Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary of the Association, and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 4. Meetings of Members.

- (a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transactions of such other business as may properly be brought before such meeting, shall be held at the office of the Association or at such other place in Medina county notice of such meeting at 8:00 P.M., or at such other time as may be designated by the President and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held on January 15, 1996.
- (b) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of either class of votes of the Association. Upon request in writing delivered either in person or by registered or certified mail, return receipt requested, to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less

than seven (7) or more than thirty (30) days after the receipt of such request. If such notice is not given within fifteen (15) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 P.M. and shall be held at the office of the Association or at such other place upon the Common Properties as shall be specified in the notice of meeting.

- (c) Notice of Meetings. Not less than seven (7) days nor more than thirty (30) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a unit of record as of the day next preceding the day on which notice is delivered or deposited in the United States Post office. If mailed, the notice shall be addressed to the members of the Association at their respective unit addresses as they appear on the record of the Association. Notice of the time, place and purposes of any meetings of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver of him of such meeting.
- (d) Quorum; Adjournment. Except as may be otherwise provided by law at any meeting of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting.

Section 5. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Call of meeting to order
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of managers
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 6. Board of Managers:

- (a) Number and Qualification. The Board of Managers shall consist of a minimum of three (3) persons, except as otherwise provided, all of whom must be owners and occupants of a unit, except for such persons elected by Grantor, its successors and assigns, or a Developer standing in the place of Grantor, which persons need not be owners or occupants.
- (b) Election of Managers; Vacancies. The Managers shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing managers. At a meeting of members of the Association at which Managers are to be elected, only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.
- (c) Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association or until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that resignation to take effect immediately or at such other time as the Manager may specify. Members of the Board of Managers shall serve without compensation.

- (d) Organization Meeting, Immediately after each annual meeting of members of the Association, the newly elected Managers organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- (e) Regular Meetings, Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each calendar year.
- (f) Special Meetings, Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; 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 of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of any meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.
- (g) Quorum; Adjournment, A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting in adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority of those present.
- (h) Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association and shall be a common expense.

Section 7. officers:

- (a) Election and Designation of officers. The Board of Managers shall elect a President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers, The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Managers but who are members of the Association.
- (b) Term of Office; Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board of Managers and until their successors are elected, except in cases of resignation, removal from office or death.
- (c) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers.
- (d) Secretary. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Board of Managers, shall give notices of meetings of members of the Association and of the Board of Managers required by law, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.
- (e) Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to by the Board of Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

- (f) Other officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.
- (g) Delegation of Authority and Duties. The Board of any officer to any other office and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1, Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right (for himself, his immediate household and guests) and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, Parcel or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 2007.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the owner or Developer, and of the Association in accordance with its Articles and Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored, provided, however, that under no circumstances shall the properties be used in a commercial manner.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
- (c) The right of the Association, in accordance with its Articles and Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member and his household and guests for any period during which any agreement remains unpaid, and for any infraction of such rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of the Association to issue annual permits to non-members for the use of all or a part of the common Properties, when and upon such terms as may, be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, and if there be more than one class of membership then by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of each class Member at least thirty (30) days in advance of the date of such meeting, stating that such a dedication or transfer will be considered at such meeting.

Section 4. Greenspace Portion of Common Properties.

Notwithstanding any other provision of these Covenants and Restrictions, the greenspace of the Common Properties, as shown and defined on the final approved development plat, shall remain as greenspace upon transfer to the Association. Said Association shall not be dissolved nor shall it dispose of any common greenspace or recreational facility without having first established a successor entity to take title to said property and maintain and operate said Township of Montville, Medina County, Ohio. Said transfer shall be subject to the prior approval of the Township of Montville.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments, The Owner or Developer for each Living Unit owned by It and leased or rented to another person hereby covenants and of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, and each such Living Unit owned by the Owner or Developer and leased or rented to another person, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing: (1) an annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities; and (2) special assessments for, but not limited to, Improvements or other capital expenditures, including the acquisition of additional property for use as common Properties, for emergency, operating, maintenance of repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment.

When a Lot or Parcel Is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted for determining the amount of assessment payable, and the Lot shall not be counted. All annual and special assessments, together with Interest thereon as hereinafter provided, shall be a charge upon such Lots, Parcels and Living Units and is not paid within thirty (30) days after their due date the Association shall have a lien right upon the Lot, Parcel and Living Unit for which such assessment has not been paid, and upon the ownership Interest of the owner of such Lot, Parcel and Living Unit.

Section 2. Annual Assessments. The annual assessment shall be levied annually by the Managers, prior to the date of the annual meeting of the Members in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures, At the annual meeting of the Members the amount of the annual assessment as levied by the Managers may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association.

Section 3. Special Assessments. Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

Section 4. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be January 1st in each year and the Association may if it desires allow payment by a schedule of installment payments. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or installment of annual assessment or special assessment or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of Ten Percent (10%) per annum, and the Association may after such thirty (30) day period bring an action at law against the owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or Installment amount as above provided together with the costs of the action, including the Association's reasonable attorney fees.

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

Section 5. Statement of Unpaid Assessments or Charges, Any prospective grantee or mortgagee of a fee or undivided fee Interest in a Lot or Living Unit in The Turnberry Subdivision Homeowners Association may request and rely upon a written statement from the President, Secretary or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement, nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage or any lien of the Association for unpaid assessments which

became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

Section 6. Exempt Property. The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other Interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot, Parcel or Living Unit devoted to dwelling use shall be exempt from said assessments or liens.

ARTICLE VI PROTECTIVE COVENANTS

Section 1. Land Use. No Industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any Lot, Parcel or in any Living Unit except such as may be permitted by the Association and the ordinances of the Township of Montville, Medina county, Ohio, except that:

- (a) The Owner or Developer may perform or cause to be performed such work as is incident to the completion of the development of The Turnberry Subdivision Homeowners Association, Phase I, to the sale or lease of units owned by the Owner or Developer;
- (b) An Owner, The Association, or agent or representative of either, may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot, Parcel, Living Unit, Common Property or Association Property, as their rights appear.

Section 2. Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within The Turnberry Subdivision Homeowners Association, Phase I, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structural and topography by the Board of Managers of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Re-subdivision, No Lot as shown on any recorded subdivision plat of The Turnberry Subdivision Homeowners Association, Phase I, shall be further subdivided without the approval of the Board of Managers of the Association by the affirmative vote of a majority of the authorized number of Managers at a meeting held after

not less than thirty (30) days' notice of such meeting and the purpose thereof has been given to the Managers and to the Owners of all Lots contiguous to the Lot proposed to be so re-subdivided. Furthermore all re-subdivisions must be accomplished in compliance with the laws of the Township of Montville, Medina County, Ohio.

Section 4. Easements. Perpetual easements for the installation, maintenance, and repair of electric and communication cables and all necessary appurtenances, above and below the surface of the ground, are reserved in favor of the Ohio Edison Company, Columbia Gas, General Telephone Company of Ohio, and Armstrong Utilities over each Lot.

A permanent easement for the installation, maintenance and repair of public utilities and surface drainage is reserved over all areas designated as common Property or for Park use, for the benefit and in favor of the Township of Montville Medina County, Ohio. Montville Township or other appropriate governmental body shall have the right, after prior notice to the Association, to make improvements and performs maintenance functions of public utilities with the costs levied as a lien against each lot, parcel or living unit within the Association. This lien shall remain an encumbrance on said property until it is paid by the Association or owner and shall subject the owner of the property to foreclosure action.

Within these easements, no structure, planting or other material shall be placed or permitted to remain, nor subsequent grading or altering of the contour of the surface of the ground, which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, impede, or retard the flow of water through drainage channels, or which may change the direction of the flow of water over the surface of the earth. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements therein for which a public authority or public utility is responsible.

Section 5. Nuisances, No noxious or offensive activity shall be carried on upon any Lot or within any Living Unit, nor upon the Common Properties, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.

Section 6. Temporary Structures, No temporary building or structure (including without limitation tents, shacks and storage sheds) shall be erected or placed upon any Lot without the prior approval of the Board of Managers of the Association. No such temporary building or structure, nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at anytime as a residence either temporarily or permanently.

Section 7. Garage and Parking Facilities. Every single-family residence or cluster dwelling, whether detached or attached, shall include, or have provided for it on the Lot on which it is located, a garage sufficient to store at least two (2) full-size automobiles and an accessory paved driveway, and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2.

Section 8. Storage and Parking Vehicles. No commercial vehicle, truck tractor, mobile home or trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter provided, shall be stored in a garage, or parked in a paved driveway or in a parking space, provided such garage, driveway or parking space conforms to the requirements of Section 7, when incident to the residential use of the Lot upon which such garage or driveway is situated or to the Living Unit for which such parking space is provided. Boats and travel trailers, when incident to the residential use of an Owner or rent of a Living Unit, may be stored in a garage upon the Lot associated with such dwelling, provided such garage conforms to the requirements of Section 7.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet of advertising the property for sale or rent, or signs used by the owner or Developer to advertise the property during the construction and sales period.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or mineral gas shall be erected, maintained or permitted upon any Lot.

Section 11. Livestock and Poultry. No animals or birds of any kind shall be raised, bred or kept on any Lot or in any Living Units provided that they are not kept, bred, or maintained for any commercial purposes, nor permitted to cause or create a nuisance or disturbance.

Section 12. Garbage and Refuse Disposal. No owner occupant or tenant of any Lot or Living Unit shall deposit or leave garbage waste, putrid substance, junk or other waste materials on such Lot or on any other part of The Turnberry Subdivision Homeowners Association or on any public street or other public property or in any lake, pond or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such owner. An owner, occupant or tenant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Lot or Living Unit which shall be subject to regulation by the Association, which containers and refuse except on the day scheduled for garbage and rubbish collection for such Lot or Living Unit shall be kept from public view.

As used in this Section 12, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible material or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof, no longer in use, or if unused, those discarded or abandoned.

As used in this Section 12, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, air-craft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property.

Section 13. Water Supply. No private water supply system shall be permitted on any Lot or Parcel unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Medina County-Board of Health and the Township of Montville, Medina County, Ohio. Approval of such system as installed shall be obtained from such authorities.

Section 14. Sewage Disposal. No sewage disposal system shall be permitted on any Lot or Parcel unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Medina County Board of Health and Township of Montville, Medina, County Ohio. Approval of such system as installed shall be obtained from such authorities.

Section 15. Mowing. The Owner of each Lot or Parcel (except a Lot with respect to which the Association has assumed and is properly discharging such responsibility) shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four (4) inches.

Section 16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. Lane Near Common Property and Water Courses. placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Section 18. Exterior Maintenance. The Owner of each Lot, Parcel and Living Unit (except a Lot or Living Unit with respect to which the Association has assumed and is properly discharging maintenance upon each such Lot and Living Unit as follows: paint, repair, replace and care for roots, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

Section 19. Correction by Association of Breach of Covenant. If the Board of Managers of the Association, after giving reasonable notice to the Owner of the Lot, Parcel or Living Unit Involved and reasonable opportunity for such owner to be heard, determined by the affirmative vote of three-fourths (3/4) of the authorized number of Managers that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the Lot or Parcel Involved (but not into any Living Unit) and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot, Parcel or Living Unit upon which such corrective work is done, and shall become a lien upon such Lot and Living Unit and the obligation of the owner, and immediately due and payable, In all respects as provided in Article V hereof.

Any Owner of Lot, Parcel or Living Unit affected by such a determination of the Managers to correct a breach of covenant pursuant to this Section 19 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the owner of the Lot, Parcel or Living Unit involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten-(10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten-(10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all Members at least thirty (30) days in advance of the date of such meeting stating that such determination and Notice of Appeal will be considered at such meeting.

Section 20. Aerial, Roof Mounted or Ground Mounted. No owner or Tenant In possession of any Lot, Parcel or Living unit shall erect or cause to be erected any antenna, aerial or satellite dish, roof mounted or ground mounted, that would be higher than ten (10) feet above the highest point of the Living Unit. Prior to Installation, the location of such antenna, aerial or satellite must be approved by the Board of Managers pursuant to Article VI, Section 2.

Section 21. Easements, Reciprocal affirmative easements are given, granted and devised over and on each parcel of land conveyed hereunder and abutting on any side of any parcel of land conveyed In and appurtenant to each parcel as conveyed, for, but not limited to the following:

- (a) Encroachment of any wall, cave, foundation, gutter, root overhang, fence, chimney or appertaining part thereto of a dwelling on a parcel resulting from the original construction of the dwelling by the Grantor, his successors or assigns, or as the result of subsidence or shift of land or building and
- (b) Maintenance, staining, painting, foundation repair or any reasonable cause or use to make repairs or to maintain a parcel and dwelling conveyed hereunder; and
- (c) The dominant estate shall be under a legal duty and obligation to the servient estate to repair or replace without limitation any damage or injury to the servient estate and any real or personal property located thereon, caused or occasioned by the exercise or use of the hereinabove granted easements, even though such use has been necessary and reasonable and for the purposes described; and

- (d) However, in no event shall a valid easement for any encroachment or trespass be erected in favor of any owner, tenant or occupant of any dwelling or parcel if such encroachment or trespass occurred due to the willful conduct of such owner, tenant or occupant.

ARTICLE VII COMMON PROPERTIES AND FACILITIES MAINTENANCE

Section 1. Association's Duty to Maintain. The Association shall have the same duties and obligations to maintain all properties and facilities

Section 2. The Township of Montville, Medina County, Ohio is a third party beneficiary to these covenants and restrictions, and may, although it is under no obligation or duty to do so, compel compliance with Sections 1 of this Article VII as it may deem necessary by overt actions or any other appropriate means.

ARTICLE VIII DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic

Modifications. These Covenants and Restrictions shall run with the land, and shall insure to the benefit of and be enforceable by and against the Association, the Owner or Developer and any other Owner of Land within The Turnberry Subdivision Homeowners Association, their respective legal representative, heirs, devisees, successors and assigned by the Grantor, or adjoining property owners, until December 31, 2103, after which time said Covenants and Restrictions shall be automatically renewed for successive periods of five (5) years each unless or until modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the (3/4) of the voting power of the Association, provided that such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 2. Modifications by Developer. Until December 31, 2005, the Developer shall be entitled to modify any of the provisions of these Covenants and Restrictions or to waive any of such provisions, either generally or with respect to particular property, if in the Developer's judgment the development or lack of development of The Turnberry Subdivision Homeowners Association, requires such modification or waiver, or if In the Developer's judgment the purposes of the general plan of development u1ll be better served by such modification or waiver. Promptly following any modification of these Covenants and Restrictions adopted by the Developer pursuant to this

Section 2, the Developer shall execute and record an instrument reciting such modification.

Section 3. other Modifications. These Covenants and Restrictions may be modified, effective on the ninetieth (90th) day following a meeting of the Members held for such purpose, by the affirmative vote of members entitled to exercise Ninety Percent (90t) of the voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly Is enacted, the President and Secretary of the Association shall execute and record an Instrument reciting such modification or cancellation.

Section 4. Township of Montville, Notwithstanding the above, no modification to these Covenants and Restrictions or waiver of the provisions of the Covenants and Restrictions that affects the rights of the Township of Montville shall be made without the prior written consent of said Township. Said consent shall not be unreasonably withheld and shall not affect the rights of modification, waiver or amendment of procedural matters, including amendment dates.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Notices, Any notice required to be sent to any Member or owner under the provisions of these covenants and mailed, post-paid, by regular mail to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions.

Section 3. Services Provided by Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may provide other services determined by the Managers to be of general benefit utility to the Owners of premises within The Turnberry Subdivision Homeowners Association, including without limitation, the services of refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. The Township of Montville, Medina County, Ohio as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which shall still be binding upon the subdivision if they are more restrictive than those restrictions set out herein.

Section 5. The Owners or Developers agree that all special assessments levied against the Common Properties by the Township of Montville, Medina County, Ohio, Including but not limited to, sidewalks, paving, storm sewers, sanitary sewers and water mains, will be paid by the owner or Developer if legal title to the Common Properties and facilities is vested in the Owner or Developer on the date on which the Township of Montville, Medina County, Ohio by proper legislative action, enacts the assessment ordinance for the improvements. However, if legal title to the common Properties and facilities is vested in the Association on the date of the assessment ordinance, the Association shall be obligated to re-spread such special assessment under the provisions of Article V of these Covenants and Restrictions.

Section 6. Severability. Invalidation of any one of these Covenants and Restrictions by judgment of court order shall not affect any other provisions which shall remain in full force and effect.

WITNESS the hands of the Grantor, TURNBERRY ASSOCIATES, INC., this _____ day of _____, 1995.

Signed in the presence of: TURNBERRY ASSOCIATES, INC.

Kenneth I. Cleveland
President

FIRST AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION

THIS FIRST AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION Is made on the date hereinafter set forth by Turnberry Associates, Inc., an Ohio corporation (the "Grantor" and "Developer").

WITNESSETH:

WHEREAS, Turnberry Associates, Inc. on March, 8 1995, filed certain Covenants and Restrictions for the Turnberry Subdivision In Vol.OR1013, Pages 623-646, of the official Records of the Medina county Recorder; and,

WHEREAS, pursuant to Article VIII, the Developer is empowered to amend the said Declaration until December 31, 2005; and,

WHEREAS, The Developer hereby amends Article II, Section 1 of the Declaration to add additional adjoining real property to be subject to the aforesaid Covenants and Restrictions, and to be known as Existing Property, a legal description of which is attached hereto as Exhibit A and Incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor and Developer has affixed its signature below at Medina, Ohio, this 10th day of March, 1998.

Witnesses:

TURNBERRY ASSOCIATES, INC.

Print Name:_____

Kenneth I. Cleveland

By: _____

Print Name:_____

STATE OF OHIO)

COUNTY OF MEDINA)

Sworn to and subscribed before me this 10th day of March 1998, by TURNBERRY ASSOCIATES, INC., through its President, Kenneth I. Cleveland.

Notary Public

EXHIBIT A

SITUATED IN THE TOWNSHIP OF MONTVILLZ, COUMTT OF MEDINA AND STATE OF OHIO AND KNOWN AS BEING PART OF MONTVILLE TOWNSHIP LOTS NOS 63 AND 64 AND IS BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT SOUTEASTERLY CORNER OF BLOCK 'E' OF TURNBERRY SUBDIVISIOY PHASE I OF PART OF MONTVILLE TOWNSHIP LOTS NOS 64 AND 69 AS SHOWN BY THE PLAT RECORDS, SAID POINT ALSO BEING ON THE WESTERLY CURVED RIGHT OF WAY LINE ON TURNBERRY DRIVE, 60 FEET IN WITH, AND IS THE PRINCIPAL PLACE OF BEGINNING OF TEE PREMISES HEREIN TO BE DESCRIBED:

THENCE SOUTHWESTERLY, ALONG THE CURVED WESTERLY RIGHT OF WAT LINE OF TURNBERRY DRIVE AND THE ARC OF A CURVE, DEFLECTING TO THE LEFT, 13.72 FEET TO A POINT ON THE SOUTERLY END THEREOF, SAID CURVE HAVING A RADIUS OF 550.00 FEET AND A CHORD WHICH BEARS SOUTH 32°10'44" WEST, 13.73 FEET:

THENCE SOUTH 58°32'10" EAST, ALONG THE SOUTHERLY END OF TURNBERRY DRIVE AND THE SOUTHERLY LINE OF SUBLOT NO.27, AS SHOWN BY THE PLAT FOR TURNBERRY SUBDIVISION PHASE I, 304.78 FEET TO TEE SOUTEWESTERLY CORNER THEREOF;

THENCE SOOTE 64°53'47" EAST, ALONG THE SOOTHERLINE OF BLOCK

THENCE SOUTE 70°18'37" WEST, 418.99 FBET TO A POINT:

THENCE SOUGE 06°38'51" WEST, 104.74 FEET TO A POINT:

THENCE SOUTH 23°19'30 WEST, 109.97 FEET TO A POIST:

THENCE SOUTH 30°05'22" WEST, 98.60 FEET TO A POINT:

THENCE SOUTH 37°02'19" WEST, 90.55 FEET TO A POINT:

THENCE SOUTH 01°43'25" WEST, 236.17 FEET TO A POINT:

THENCE SOUTH 01°55'24" WEST, 180.01 FEET TO A POINT:

THENCE NORTH 88°04'13" WEST, 812.12 FEET TO A POINT:

THENCE NORTH 47°00'14" EAST, 167.BL FEET TO A POINT1

THENCE SOUTH 79°49'51" EAST, 83.BO FEET TO A POINT:

THENCE NORTH 20°37'39" EAST, 156.66 FEET TO A POINT:

THENCE NORTH 68°39'23" WEST, 5.76 FEET TO A POINT:

THENCE NORTH 304154 EAST, 176.74 FEET TO A POINT-

THENCE NORTH 59°18'06" WEST, 75.12 FEET TO A POINT:

THENCE NORTH 02°09'08 WEST, 977.13 FEET TO A POINT:

THENCE SOUTH 84°41'50" EAST, 340.98 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BLOCK 'E'. AS AFOREMENTIONED

THENCE SOUTE 37°06'22" ELST, 340.98 ALONG THE SOUTHERLY LINE OF BLOCK 'E', 180.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING AXD CONTAINING 25.8826 ACRES OF LAND ACCORDING TO A SURVEY BY GUT P. HANZY, PROPESSIONAL SURVZTOR NO.5-7631 FOR ROLLING, HOCEVAR & ASSOCIATES, INC. DATED MARCH, 1995.

SECOND AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION

THIS SECOND AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION is made on the date hereinafter set forth by Turnberry Associates, Inc., an Ohio corporation (the "Grantor" and "Developer").

WITNESSETH:

WHEREAS, Turnberry Associates, Inc. on March 8 1995, filed certain Covenants and Restrictions for the Turnberry Subdivision in Vol. OR 1013 Pages 623-646, as amended March 13th, 1998, In Vol. OR 1311, Pages 512 and rerecord of the official Records of the Medina County Records and,

WHEREAS, pursuant to Article VIII, the Developer is empowered to amend the said Declaration until December 31, 2005; and,

WHEREAS, The Developer hereby amends Article II, Section 1 of the Declaration to add additional adjoining real property to be subject to the aforesaid covenants and Restrictions, and to be known as Existing Property, a legal description of which is attached hereto as Exhibit A and Incorporated herein by reference.

WHEREAS, The Developer hereby amends Article III, Section 4(a) of the Declaration to add the following sentence at the end of Section 4(a):

Thereafter, annual meetings shall be held prior to the third weekend of March each calendar year.

WHEREAS, The Developer hereby amends Article III, Section 6(c) of the Declaration to delete the first sentence and replace it with the following:

Two (2) of the Managers elected at the annual meeting In 1999 shall serve a term of three (3) years, the next two (2) Managers elected shall serve a term of two (2) years and any additional Managers elected shall serve a term of one (1) year. Thereafter, all future Managers shall be elected to a term of two (2) years. Each Manager shall hold office until his term expires or until his successor is elected, or until his earlier resignation, removal from office or death.

WHEREAS, the Developer hereby amends Article VI, Section 2 of the Declaration to delete Section 2 in its entirety and replace it with the following:

Architectural Control.

(a) Fences are prohibited.

(b) No building, wall or other structure shall be erected, placed, or altered within The Turnberry Subdivision Homeowners Association, Phase I, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structural and topography by the Board of Managers of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

WHEREAS, the Developer hereby amends Article VI, Section 11 of the Declaration to delete Section 11 in its entirety and replace it with the following: Livestock and Poultry. No animals, birds, or reptiles shall be raised, bred, or kept on any lot or in any unit for any commercial purposes nor permitted to cause or create a nuisance or disturbance.

IN WITNESS WHEREOF, the Grantor and Developer has affixed its signature below at Medina, Ohio this 16th day of August 1999.

Witnesses:

TURNBERRY ASSOCIATES, INC.

By:

Print Name: _____

Kenneth I, Cleveland, President

Print Nane: _____

STATE OF OHIO

COUNTY OF MEDINA ss:

Sworn to and subscribed before me this ____ day of _____ 1999, by TURNBERRY ASSOCIATES, INC.
through its President, Kenneth I. Cleveland.

Notary Public
LINDA DAMAS RITZ
Notary Public State Ohio
My Commission Explre May 11,2002

Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 1 thru 47 and Blocks A, B, C, D, E and F In the Turnberry Subdivision Phase I, a part of Montville Township Lots 64 and 69 as shown by the recorded Plat filed March 8,1995 in Plat Volume 26 page 173,be the same more or less, but subject to all legal highways.

Parce Nos. 030-11B-26-024 thru 033
030-118-26-033
030-11B-25-011 thru 021
030-113-15-041 thru 042
030-113-25-024 thru 038
030-11B-26-034 thru 041
030-11B-26-021 thru 023
030-11B-25-007 thru 009

Situated In the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 48 thru 87 and Blocks G and H In the Turnberry Subdivision Phase II, a part of Montville 1998 @ 3:09 p.m. In Plat Volume 28 page 215 of Medina County Records, be the same more or less, but subject to all legal highways.

Parcel Nos.030-11B-25-046 thru 059
030-11B-31-002 thru 015
030-11B-25-060 thru 073

Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio and known a being part of Montville Township Lot No.63, being part of a parcel of land conveyed to Merie E. Buckingham and Elinor M. Buckingham by deed recorded on October 20, 1993 and is recorded in Official Record Volume 866, Page 115 of Medina County Recorders Office and is bounded and described as follows: Beginning at a 5/8 inch iron pin found, with cap marked Rolling-Hocevar, at the southeasterly corner of Sublot No. 64 of Turnberry Subdivision Phase No.2 of part of Montville Township Lots Nos.63 and 64 as shown by the plat recorded in Plat Book 28,Page 215 of Medina County Recorders Records, said point also being on the westerly line of a parcel of land conveyed to Montville Limited Liability Company by deed recorded on September 26,1997 and is recorded in Official Record Volume 1295,Page 256 of Medina County Recorders Records and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described:

thence South 01°55'05" West, along the westerly line of land so conveyed,480.00 feet to a 5/8 inch iron pin set, with cap marked Rolling-Hocavar,

thence North 88°04'55"West, parallel with the southerly line of Turnberry Subdivision Phase No.2, as aforementioned, 1,106.82 feet to a 5/8 inch iron pin set,with cap marked Roiling-Hocevar on the easterly line of a parcel of land conveyed to William R. Ostrander and Julie E. Ostrander by deed recorded on December 30,1982 and is recorded in Official Record Volume 142,Page 65 of Medina County Recorders Records;

thence North 01°56'11" East, along the easterly line of land so conveyed,480.00 feet to a 5/8 inch iron pin found thereon, with cap marked Rolling-Hocevar, at the southwesterly corner of a parcel of land conveyed to Turnberry Associates, Inc. by deed recorded on May 7,1997 and is recorded in Official Record Volume 1311,Page 512 of Medina County Recorders Records:

thence South 88°04'55" East, along the southerly line of land so conveyed and the southerly line of Turnberry Subdivision Phase No.2, as aforementioned, 1,106.67 feet to the Principal Place of Beginning and containing 12.1955 acres of land according to a survey by Guy P. Haney, Professional Surveyor No.7631,for Rolling & Hocavar, Inc. dated March 1998.

Bearings are based on an assumed meridian and are used herein to indicate angles only. 21026surdoc

(DO NOT REMOVE THIS COVER SHEET.THIS IS THE FIRST
PAGE OF THIS DOCUMENT.)

THIRD AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION

THIS THIRD AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION is made on the date hereinafter set forth by Turnberry Associates, Inc., an Ohio corporation (the "Grantor and Developer").

WITNESSETE:

WHEREAS, Turnberry Associates, Inc. on March 8, 1995, filed certain Covenants and Restrictions for the Turnberry Subdivision in Vol. OR 1013, Pages 623-646, as amended March 13, 1998, In Vol. QR 1311, Pages 512 and rerecorded August 11, 1999 as Document 19990R028036, as amended and recorded August 19, 1999, as document 19990R029016 of the official Records of the Medina County Recorder; and,

WHEREAS, pursuant to Article VIII, the Developer is empowered to amend the said Declaration until December 31, 2005; and,

WHEREAS, the Developer hereby amends Article VI, Section 2 of the Declaration to delete Section 2 in its entirety and replace it with the following:

Architectural Control.

- (a) Fences are prohibited.
- (b) No building, wall or other structure shall be erected, placed, or altered within The Turnberry Subdivision Homeowners Association, Phase I, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structural and topography by the Board of Managers of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

IN WITNESS WHEREOF, the Grantor and Developer has affixed its signature below at Medina, Ohio this 16th day of November 1999.

Witnesses:

TURNBERRY ASSOCIATES, INC.

By:

Print Name: _____

Kenneth I, Cleveland, President

Print Name: _____

STATE OF OHIO)
COUNTY OF MEDINA

Sworn to and subscribed before me this 16th day of November 1999, by TURNBERRY ASSOCIATES, INC., through its President, Kenneth I. Cleveland

Notary Public.
LINDA DAMAS RITZ
Notary Public, State of Ohio

My Commission Expires May 11, 2002

Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 1 thru 47 and Blocks A, B, C, D, E and F in the Turnberry Subdivision Phase I, a part of Montville Township Lots 64 and 59 as shown by the recorded Plat filed March 8, 1995 in Plat Volume 26 page 173, be the same more or less, but subject to all legal highways.

Parcel Nos. 030-11B-26-024 thru 033

030-118-26-033
030-11B-25-011 thru 021
030-11B-25-041 thru 042
030-118-25-024 thru 038
030-11B-26-034 thru 041
030-118-26-021 thru 023
030-11B-25-007 thru 009

Situated In the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 48 thru 87 and Blocks G and H in the Turnberry Subdivision Phase II, a part of Montville Township Lots 63 and 54 as shown by the recorded Plat filed March 13, 1998 @ 3:09 p.m. In Plat Volume 28 page 215 of Medina County Records. be the same more or less, but subject to all legal highways.

Parcel Nom. 030-118-25-046 thru 059

030-11B-31-002 thru 015
030-11B-25-060 thru 073

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being a part of Montville Township Lot No. 63 and being the whole of sublots 88 thru 102 and Block i in the Turnberry Subdivision Phase III, recorded November 8, 1999 @ 2:20 p.m. as Document 1999PL000171 of Medina County Records.

030-118-31-088	030-11B-31-096
030-118-31-089	030-11B-31-097
030-118-31-090	030-11B-31-098
030-118-31-091	030-11B-31-099
030-11B-31-092	030-11B-31-100
030-118-31-093	030-11B-31-101
030-11B-31-094	030-118-31-102
030-118-31-095	030-11B-31-087

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT)

FOURTH AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY
SUBDIVISION

THIS FOURTH AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION in made on the date hereinafter set forth by Turnberry Associates, Inc., an Ohio Corporation (the "Grantor" and "Developer").

WITNESSETH

WHEREAS, Turnberry Associates, Inc, on March 8, 1995, filed certain Covenants and Restrictions for the Turnberry Subdivision in Vol. OR 1013, Pages 623-646, as amended March 13, 1998, in Vol. OR 1311, Page 512, and rerecorded August 11,1999, as Document 19990R028036, as amended and rerecorded August 19, 1999, as Document 19990R029016,as amended and rerecorded November 17, 1999, as Document 19990R038686,of the official Records of the Medina County Recorder; and,

WHEREAS, pursuant to Article VIII, the Developer is empowered to amend the said Declaration until December 31, 2005; and.

WHEREAS, the Developer hereby amends Article II, Section 1, of the Declaration to add additional adjoining real property to be subject to the aforesaid Covenants and Restrictions, and to be known as Existing property, a legal description of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Developer hereby amends Article V, Section 4, of the Declaration to delete the first sentence and replace it with the following:

The due date of the annual assessment shall be March 31 of each year and the Association may, desires, allow payment by a schedule of Installment payments.

WHEREAS, the Developer amends Article VI, Section 11, of the Declaration to add the following sentence at the end of Section 11:

Dogs are to be kept on a leash when off homeowner's property, and the owner shall dispose of their dog's waste in any area that is within fifty (50) feet of any sidewalk or paved street.

WHEREAS, the Developer hereby amends Article VI, Section 18, of the Declaration to add the following sentence at the end of Section 18:

Mailboxes. Each owner, at his or her expense, shall Install and maintain a matching mailbox/ paperbox in accordance with the specifications set forth by the Declarant. The mailboxes situated in the public right-of-ways shall be of a semi-permanent structure each as wood and PVC and not a permanent structure such as metal, stone or masonry.

WHEREAS, the Developer hereby amends Article VI of the Declaration to add the following Section 22 at the end of Article VI:

Section 22. Clotheslines, No outside clothes drying, lines or poles are permitted.

IN WITNESS WHEREOF, the Grantor and Developer has affixed ics signature below at Medina, Ohio, this 20th day of JUNE 2002

Witnesses:

TURNBERRY ASSOCIATES, INC.

By:

Print Name: _____

Kenneth I, Cleveland, President

Print Name: _____

STATE OF OHIO)
COUNTY OF MEDINA

Sworn to and subscribed before me this 16th day of November 1999, by TURNBERRY ASSOCIATES, INC., through its President, Kenneth I. Cleveland

Notary Public.
LINDA DAMAS RITZ
Notary Public, State of Ohio

My Commission Expires May 11, 2002

Lewis Land Professionals, Inc. _____
Civil Engineers & Surveyors 1219 High Street Suite 108 Wadsworth, OH 44281
Phone (330) 335-8232 Fax (330) 335-0242

LEGAL DESCRIPTION
Project No. 20089
Proposed Sublot area of
Turnberry Subdivision Phase IV

Situated in the Township of Montville, County of Medina and State of Ohio; And known as being a part of Montville Twp. Lots 63 and 64; Commencing at the northwest corner of subplot 75 of Turnberry Subdivision Phase II as recorded in Plat Book 28, Page 216 of the Medina County Recorder's Office, said point also being the "TRUE PLACE OF BEGINNING" of the parcel herein to be described,

Thence South: 20°37'33" West, a distance of 155.69',

Thence North 79°49'55" West, a distance of 83.80,

Thence North 55°54'53" West, a distance of 123.86,

Thence North 45°01'45" West, a distance of 103.83',

Thence North 35°15'54" West, a distance of 103.83

Thence North 27°07'57" West, a distance of 21.23,

Thence North 25°43'05" West, a distance of 261.85.

Thence North 04°32'09" West, a distance of 175.35,

Thence North 12°00'17" West, a distance of 146.58,

Thence North 32°26'51" West, a distance of 252.26,

Thence North 29°17'54" West, a distance of 140.60.

Thence North 21°27'59" West, a distance of 20.00,

Thence North 07°07'09" West, a distance of 383.06',

Thence North 05°17'00" East, a distance of 334.941

Thence South 84°41'50" East, a distance of 1,155.76.

Thence North 07°37'19" East, a distance of 15.03,

Thence South 82°09'12" East, a distance of 301.97',

Thence South 19°51'26" East, a distance of 311.87' to the point of curve of a non tangent curve to the left, of which the radius point lies South 19°51'21" East, a radial distance of 550.00,

Thence southwesterly along the arc, through a central angle of 15°31'24", a distance of 149.01' to a point of reverse curve to the right having a radius of 30.00' and a central angle of 84°22'45".

Thence westerly along the arc, a distance of 44.18", thence North: 41°00'00" West, a distance of 102.21 to a point of curve to the left having a radius of 240.00' and a central angle of 43°41'50,

Thence northwesterly along the arc a distance of 183.04.

Then North 84°41'50" West, a distance of 54.8 to a point of curve to the right having a radius of 40.00 and a central angle of 50°25'44"

Thence northwesterly along the arc a distance of 352.4' to a point of reverse curve to the left having a radius of 70.00 and a central angle of 190°58'37"

Thence southwesterly along the arc, a distance of 233.32 to a point of reverse curve to the right having a radius of 40 and a central angle of 50°25'44"

Thence southerly along the arc, a distance of 35.24

Thence South 05°17'00" West a distance of 90.55 to a point of curve to the left having a radius of 1430.00 and a central angle of 37°43'51"

Thence southerly along the arc a distance of 283.17

Thence South 32°26'51" East, a distance of 318.17 to a point of curve to the right having a radius of 170.00 and a central angle of 27°54'43"

Thence southerly along the arc a distance of 162.82.

Thence South 04°32'09" East a distance of 200.79 to a point of curve to the left having a radius of 430.00 and a central angle of 21°55'25"

Thence southerly along the arc a distance of 164.54.

Thence South 26°27'35" East, a distance of 130.50 to the point of curve of a non tangent curve to the left, of which the radius point lies North 63°34'17" East, a radial distance of 410.00.

Thence southeast along the arc, through a central angle of 42°13'45", a distance of 302.19

Then South 68°39'29" East, a distance of 7.51

Thence North 21°20'31" East, a distance of 50.00

Then North 68°39'29" West, a distance of 7.51 to a point of curve to the right having a radius of 350.00 and a central angle of 42°11'54"

Then se northwesterly along the arc a distance of 257.77, thence North 26°27'35" West, a distance of 130.82 to a point of curve to the right having a radius of 370.00 and a central angle of 21°55'25"

Then northerly along the arc a distance of 141.58, thence North 04°32'09" West a distance of 200.79 to a point of curve to the left having a radius of 230.00 and a central angle of 27°54'43"

Thence northerly along the arc a distance of 112.05.

Thence North 32°26'51" West, a distance of 316.1 to a point of curve to the right having a radius of 370.00 and a central angle of 37°43'51"

Thence northerly along the are a distance of 243.56, thence North 05° 17' 00" East, a distance of 102.89 to a point of curve on the right having a radius of 42.50' and a central angle of 90°01'10", Thence northeasterly along the are a distance of 66.77.

DO NOT REMOVE THIS COVER SHEET THIS IS THE FIRST PAGE OF THIS DOCUMENT

AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION

THIS AMENDMENT TO CONDITIONS AND RESTRICTIONS FOR THE TURNBERRY SUBDIVISION is made on the date hereinafter set forth by Turnberry Associates, Inc., an Ohio Corporation (the "Grantor" and "Developer").

WITNESSETH:

WHEREAS, Turnberry Associates, Inc. on March 8, 1995, filed certain Covenants and Restrictions for the Turnberry Subdivision in Vol. OR 1013, Pages 623-646, as amended March 13, 1998, in Vol. OR 1311, Page 512, and rerecorded August 11, 1999, as Document 1999OR028036; as amended and rerecorded August 19, 1999, as Document 1999OR029016; as amended and rerecorded November 17, 1999, as Document 1999OR038686; as amended and recorded on _____ day of _____, 2005, as Document of the Official Records of the Medina County Recorder; and (see attachment as to subsequent amendment identification)

WHEREAS, the Developer hereby amends the Declaration, Covenants and Restrictions for Turnberry Subdivision by the following amendments which are attached hereto and incorporated by reference as Exhibit "A".

IN WITNESS WHEREOF, the Grantor and Developer has affixed its signature below at Medina, Ohio, this 10th day of February, 2005

Witnesses:

TURNBERRY ASSOCIATES, INC.

By:

Print Name: GEORGE E. MATSKO

Kenneth I, Cleveland, President

Print Name: Mario Drake

ATTACHMENT AS TO SUBSEQUENT AMENDMENT IDENTIFICATION

As Document 2002OR028133 as amended and recorded on July 17, 2002, as Document 2004OR009621 as amended and recorded on March 8, 2004

STATE OF OHIO)
COUNTY OF MEDINA) ss:

Sworn to and subscribed before me this 16th day of November 1999, by TURNBERRY ASSOCIATES, INC., through its President, Kenneth I. Cleveland

NOTARY PUBLIC.
GEORGE E. MATSKO
Notary Public, State of Ohio
My Commission Expires Oct 9, 2007
Recorded in MEDINA COUNTY

EXHIBIT "A"

ARTICLE VI, Section 9, of the Declaration entitled Signs, is amended to read as follows:

Section 9. Signs. Except the front signs as may be posted by the developer or builders for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed in any location on any other Lot that do not comply with the Architectural Standards and without prior written approval of the Board of Managers except that owners may erect "for sale" signs subject to the sale of ones Lot or Dwelling Unit not to exceed the dimension of five (5) square feet advertising the sale of ones lot or Dwelling Unit. No signs of any kind shall be displayed on the Common Property or Green Space without the written approval of the Board of Managers of Turnberry Subdivision. Turnberry Subdivision political signs may be displayed only upon an Owner's Lot during an election period to be defined as sixty (60) days before the election and no later than twenty-four (24) hours after the Election Day.

ARTICLE VI, Section 11 of the Declaration entitled Livestock and Poultry is amended to read as follows:

Section 11. Livestock and Poultry. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Properties except that the keeping of guide animals and three (3) orderly domestic pets, i.e. either cats or dogs, without the approval of the Board of Managers, is permitted subject to the Rules and Regulations adopted by the Board of Managers. Such pet is not to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property within the Turnberry Subdivision upon ten (10) days' written notice from the Board. Pets shall not be permitted upon Common Properties unless accompanied by someone who can control the pet and unless carried or leashed not in excess of ten (10) feet long. Any owner or occupant who keeps or maintains any pet upon any portion of the Subdivision properties shall be deemed to have indemnified and agreed to hold the Association, each Owner and the developer, free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Subdivision properties. All pets, which leave the Lot, shall be licensed and inoculated as required by law.

ARTICLE I, Section 1(a) of the Declaration entitled Definitions is amended to read as follows:

1(a). Definitions. "Homeowners Association" shall mean and refer to the Turnberry Subdivision Homeowners Association, an Ohio Non Profit Corporation, formed for the purpose of maintaining and administering the Common Properties in the Turnberry Subdivision Homeowners Association, providing services of general benefit to the Owners of premises within the Turnberry Homeowners Subdivision, Phase I, and any additional phases thereto, administering and enforcing these Covenants and Restrictions, collecting and disbursing the assessments, and exercising other functions hereafter provided for. Except as the context otherwise requires, "Association" shall mean the Board of Managers acting on behalf of the Association which shall have such authority as provided for in O.R.C. Section 1702.

ARTICLE V, Section 3 of the Declaration is amended to add the following provision:

Section 3. Special Assessments. (the following paragraph is added to section 3) The Association shall build up and maintain a reasonable reserve for contingencies and replacements as referred to in Section 2 above. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the Annual Assessment proves inadequate for any reason, including nonpayment of Members' assessments, the deficiency and any extraordinary expenditure in excess of the reserves shall therefore be assessed to the Members required to pay assessments pro rata. The Association shall also make any necessary or desirable special assessments, from time to time, which shall be payable at the time or times the Board deems necessary or desirable. The Association shall serve notice of such further assessments on Members required to pay assessments, by a statement in writing giving the amount and reasons therefore, and such further assessments shall be payable not less than ten (10) days after delivery of mailing such notice of further assessment. Special assessments may, if so stated by the Board of Managers, be payable in installments over a period of months or years.

EXHIBIT"A"

ARTICLE V, Section 4 of the Declaration entitled Due Dates of Assessments:. Defaults is amended to read as follows:

Section 4. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be January 1st of each year and the Association may, if it desires, allow payment by a schedule of installment payments. The due date of any special assessment or installment shall be determined by the Board of Managers authorized in such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least ten (10) days in advance of such due date.

If an installment of an annual assessment or installment of a special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear the interest from the due date at the rate of ten percent (10%) per annum and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment and (additionally or alternatively) may foreclose the Lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment as above provided together with the cost of the action, including Association's reasonable attorneys' fees.

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

ARTICLE VI, Section 20 of the Declaration entitled Aerial, Roof Mounted or Ground Mounted is amended to read as follows:

Section 20. Aerial, Roof Mounted or Ground Mounted. The Federal Communication Commission (FCC) has adopted rules preempting certain restrictions in governing documents concerning the installation, maintenance and use of direct broadcast satellite television broadcast and multipoint distribution service antennas (antennas). All antennas not covered by the FCC rule are prohibited. If acceptable quality signals may be received by placing antennas inside a dwelling, with unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited. The Association is authorized to enact its rules and regulations in the best interest of the Association pursuant to section of state law and the governing documents permitting the Association to adopt and enforce rules concerning the installation, maintenance and use of antennas. Owners desiring to install an antenna shall complete a notification form and submit it to the Board of Managers of the Association unless installation is routine. Enforcement of this section shall be in accordance with the governing documents.

ARTICLE VI, of the Declaration is amended to add the following provision as Section 22. Individual Insurance:

Section 22. Individual Insurance. By virtue of taking title to a Living Unit subject to the terms of this Declaration of Turnberry Subdivision, each Owner covenants and agrees with all other Owners and with the Association of Turnberry Subdivision that each individual Owner shall carry blanket, all-risk casualty insurance on the Living Units and structures constructed thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, the individual Owner shall be required to promptly rebuild or reconstruct the structure in a manner consistent with the original design and construction, no later than six (6) months from the receipt of the insurance proceeds or approval from the insurance company of the claim providing coverage, whichever is sooner.

EXHIBIT "A"

ARTICLE IV, Section 3(c) of the Declaration is amended to read as follows:

Section 3(c). The right of the Association of Turnberry Subdivision, through its Board may make and enforce reasonable rules and regulations governing the Common Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, suspension of the right to vote, and suspension of the enjoyment rights of any Member, his household, and guests for any period during which any assessment remains unpaid and for any infraction of such rules, regulations, and covenants and restrictions. The Board of Turnberry Subdivision shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, tenants or by his co-owners or the family, guests or tenants of such Co-Owners. Furthermore, the Association, through the Board, may by contract or other agreement enforce Township ordinances or request the Township or other governmental authority having jurisdiction to enforce ordinances of the Turnberry Subdivision for the benefit of the Association and its Members. This Section shall in no way impair or prohibit the Township or other governmental authority from enforcing their ordinances and other regulations.

ARTICLE IX, Section 2 of the Declaration is amended to add the following:

Section 2. The Association and the builder shall have the right to collect money damages and the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation of the rules, regulations, Covenants and Restrictions. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent," and shall, upon perfection as provided in this Declaration, become a continuing lien upon the portion of the Lot owned or occupied by such person(s) and a personal obligation of the person(s) violating the provisions of the rules, regulations, Covenants and Restrictions. In addition, the Owner of any portion of the Lot shall be liable jointly and severally for any obligation of any occupant of such Owners' property.

ARTICLE III, Section 6(c) entitled Term of Office, Resignations of the Declaration is amended to add the following:

Section 6(c). Term of Office; Resignations. Each Manager shall hold office for a term of three (3) years and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time the Manager may specify. Members of the Board of Managers shall serve without compensation. Two (2) consecutive or three (3) total absences from regular meetings of the Board in one (1) year, unless excused by resolution of a majority of the remaining Board Members, shall constitute automatic resignation.

ARTICLE VIII, Section 3 entitled Other Modifications of the Declaration is amended to read as follows:

Section 3. Other Modifications. These Covenants and Restrictions may be modified, effective upon the ninetieth (90th) day following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty-six and two-thirds percent (66 2/3%) of the voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of these amendments. Upon the recording of these amendments, only Lot Owners of record at the time of such filing shall have standing to contest the validity of the amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendments.

This document prepared by:
Foth & Foth Co., L.P.A.
11221 Pearl Road
Strongsville, Ohio 44136-3344
(440) 846-0000

Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 1 thru 47 and Blocks A, B, C, D, E and F in the Turnberry Subdivision Phase I, a part of Montville Township Lots 64 and 69 as shown by the recorded Plat filed March 8, 1995 in Plat Volume 26 page 173, be the same more or less, but subject to all legal highways.

Parce Nos. 030-11B-26-024 thru 033
 030-11B-25-011 thru 021
 030-11B-25-041 thru 042
 030-11B-25-024 thru 038
 030-11B-26-034 thru 041
 030-11B-26-021 thru 023
 030-11B-25-007

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 48 thru 87 and Blocks G and H in the Turnberry Subdivision Phase II, a part of Montville Township Lots 63 and 64 as shown by the recorded Plat filed March 13, 1998 @ 3:09 p.m. in Plat Volume 28 page 215 of Medina County Records, be the same more or less, but subject to all legal highways.

Parcel Nos. 030-11B-25-046 thru 059
 030-11B-31-002 thru 015
 030-11B-25-060 thru 073

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being a part of Montville Township Lot No. 63 and being the whole of sublots 88 thru 102 and Block i in the Turnberry Subdivision Phase III, recorded November 8, 1999 @ 2:20.p.m.as Document 1999PL000171 of Medina County Records

030-11B-31-088	030-11B-31-096
030-11B-31-089	030-11B-31-097
030-11B-31-090	030-11B-31-098
030-11B-31-091	030-11B-31-099
030-11B-31-092	030-11B-31-100
030-11B-31-093	030-11B-31-101
030-11B-31-094	030-11B-31-102
030-11B-31-095	030-11B-31-087

Situated in the Township of Montville, County of Medina and State of Ohio: And Turnberry Subdivision Phase 4 as filed Jul 17, 2002 @ 3:21 p.m. as Document No. 2002PL000100, of the Medina County Recorder's Office, Also being a part of Montville Twp. Lots 63 and 64

Situated in the Township of Montville, County of Medina, and State of Ohio: And known as being part of Montville Township Lots No 63, 64, 69 and 70 and being the whole of Sublots 164 thru 206*in the Turnberry Subdivision Phase V as recorded on February 13, 2004 at 2:49 P.M. in Plat Document No. 2004PL000021 of Medina County Records.

Sublot Number	Parcel Number
164	030-11B-25-139
165	030-11B-25-140
166	030-11B-25-141
167	030-11B-25-142
168	030-11B-25-143
169	030-11B-25-144
170	030-11B-25-145
171	030-11B-25-146
172	030-11B-25-147
173	030-11B-25-148
174	030-11B-25-149
175	030-11B-25-150
176	030-11B-25-151
177	030-11B-25-152
178	030-11B-25-153
179	030-11B-25-154
180	030-11B-25-155
181	030-11B-25-156
182	030-11B-25-157
183	030-11B-25-158
184	030-11B-25-159
185	030-11B-25-160
186	030-11B-25-161
187	030-11B-25-162
188	030-11B-25-163
189	030-11B-25-164
190	030-11B-25-165
191	030-11B-25-166
192	030-11B-25-167
193	030-11B-25-168
194	030-11B-25-169
195	030-11B-31-122
196	030-11B-31-123
197	030-11B-31-124
198	030-11B-31-125
199	030-11B-31-126
200	030-11B-31-127
201	030-11B-31-128
202	030-11B-31-129
203	030-11B-31-130
204	030-11B-31-131
205	030-11B-31-132
206	030-118-31-133
Block"2"	030-118-25-170

CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF
THE TURNBERRY SUBDIVISION HOMEOWNERS ASSOCIATION

WHEREAS, The Turnberry Subdivision Homeowners Association (hereinafter "Turnberry") was formed pursuant to the filing of a Declaration of Covenants and Restrictions, filed for record on March 8, 1995 in Volume OR 1013, pages 623-646 of the Official Records of Medina County Ohio (hereinafter "Declaration"); and

WHEREAS, said Declaration was amended on March 13, 1998 in Volume OR1311, Page 512, and rerecorded on August 11, 1999 as Document 19990R028036 of the Official Records of Medina County, Ohio; and

WHEREAS, said Declaration was amended and recorded on August 19, 1999 as Document 19990R029016 of the Official Records of Medina County, Ohio; and

WHEREAS, said Declaration was amended and recorded on November 17, 1999, as Document 19990R038686 of the Official Records of Medina County, Ohio; and

WHEREAS, said Declaration was amended and recorded on July 17, 2002, as Document 20020R028133 of the Official Records of Medina County, Ohio; and

WHEREAS, said Declaration was amended and recorded on February 16, 2005, as Document 2005OR004911 of the official records of Medina County, Ohio; and

WHEREAS, the Declaration provides that it may be modified, effective upon the ninetieth (90th) day following the meeting of the Members held for such purpose, the affirmative vote of Members entitled to exercise sixty-six and two-thirds ($66 \frac{2}{3}$) of the voting power of the Association; and

NOW THEREFORE BE IT RESOLVED THAT:

The undersigned Managers certify that proper notices were sent to the Members of The Turnberry Subdivision Homeowners Association for the purpose of amending the Declaration.

The undersigned Managers certify that at least sixty-six and two-thirds ($66 \frac{2}{3}$) of the voting power of Turnberry voted affirmatively to amend the Declaration, attached hereto as Exhibit "A", which the undersigned hereby certifies has been obtained and verified on the 4th day of May 2006.

The undersigned Managers certify that the requirements provided for in the Declaration of The Turnberry Subdivision Homeowners Association have in all respects been satisfied for the purpose of the passage of the amendment.

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE TURNBERRY SUBDIVISION HOMEOWNERS ASSOCIATION

ARTICLE VI, PROTECTIVE COVENANTS of the Declaration is amended to add the new Section 23, Wood Storage:

Section 23. Wood Storage. In order to prevent hazards to the health, safety and welfare of the occupants of homes within Turnberry, to avoid a blighting or deteriorating influence upon neighboring properties and to present conditions which might impair, adversely affect the value of neighboring properties, the Owner, Occupant or Agent having charge of any property in Turnberry shall keep all yards and lots free of unsightly materials and excessive amounts of wood which may cause a fire hazard or act as a breeding place for vermin or insects. Piles of wood shall be considered unsightly and excessive if a pile exceeds a single stack of wood and no larger than a total of one and one half (1 ½) cords [one hundred ninety-two (192) cubic feet stacked]. Said stack may be no higher than four feet (4') or longer than twelve feet (12'), and no wider than four feet (4'). Palettes may only be placed under the stack if used at all. The wood must be neatly stacked within the dimensions specified above. If the stack is to be covered, it should be covered with an earth-tone colored tarp, which is properly secured. The woodpile is to run parallel to the back property line. Any member having a quantity of wood exceeding the aforesaid amount at the time of passage of this amendment shall have three (3) months to come into compliance with this requirement.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendment regarding Wood Storage. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one (1) year of the recording of this amendment.

IN WITNESS WHEREOF, the President and Secretary of the Turnberry Subdivision Homeowners Association hereby sign and acknowledge this amendment on this 17th day of May 2006.

Witnesses:

TURNBERRY SUBDIVISION
HOMEOWNERS ASSOCIATION

_____ By: _____

signature

Theresa C. Bishop

print

By: _____

Michele Gensel, Secretary

signature

Print

STATE OF OHIO

COUNTY OF MEDINA)SS:

BEFORE ME, a notary public in and for the State of Ohio, personally appeared the above-name President and Secretary of The Turnberry Subdivision Homeowners Association, who acknowledged that they did sign the foregoing certification of Amendment to the Declaration of Covenants and Restrictions of the Turnberry subdivision Homeowners Association, and that the same is their free act and deed, individually, and as authorized officers of the Turnberry Subdivision Homeowners Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Medina, Ohio, this 21st day of May 2006.

Notary Public.

FRANCINE M. RYAN
Notary Public, State of Ohio
Recorded in MEDINA COUNTY
My Commission Expires Aug 25, 2007

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 1 thru 47 and Blocks A, B, C, D, E and F in the Turnberry Subdivision Phase I, a part of Montville Township Lots 64 and 69 as shown by the recorded Plat filed March 8, 1995 in Plat Volume 26 page 173, be the same more or less, but subject to all legal highways.

Parce Nos. 030-11B-26-024 thru 033
 030-11B-25-011 thru 021
 030-11B-25-041 thru 042
 030-11B-25-024 thru 038
 030-11B-26-034 thru 041
 030-11B-26-021 thru 023
 030-11B-25-007

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 48 thru 87 and Blocks G and H in the Turnberry Subdivision Phase II, a part of Montville Township Lots 63 and 64 as shown by the recorded Plat filed March 13, 1998 @3:09 p.m. in Plat Volume 28 page 215 of Medina County Records, be the same more or less, but subject to all legal highways.

Parcel Nos. 030-11B-25-046 thru 059
 030-11B-31-002 thru 015
 030-11B-25-060 thru 073

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being a part of Montville Township Lot No.63 and being the whole of sublots 88 thru 102 and Block i in the Turnberry Subdivision Phase III, recorded November 8, 1999 @ 2:20.p.m.as Document 1999PL000171 of Medina County Records

030-11B-31-088	030-11B-31-096
030-11B-31-089	030-11B-31-097
030-11B-31-090	030-11B-31-098
030-11B-31-091	030-11B-31-099
030-11B-31-092	030-11B-31-100
030-11B-31-093	030-11B-31-101
030-11B-31-094	030-11B-31-102
030-11B-31-095	030-11B-31-087

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of sublots 103 thru 163 and Block J and K of the Turnberry Subdivision Phase 4 as filed July 17.2002 @3:21 p.m. as Document No.2002PL000100, of the Medina/County Recorder's Office. Also being a part of Montville Twp. Lots 63 and 64

Situated in the Township of Montville, County of Medina, and State of Ohio: And known as being part of Montville Township Lots No 63, 64, 69 and 70 and being the whole of Sublots 164 thru 206*in the Turnberry Subdivision Phase V as recorded on February 13, 2004 at 2:49 P.M. in Plat Document No. 2004PL000021 of Medina County Records.

Sublot Number	Parcel Number
164	030-11B-25-139
165	030-11B-25-140
166	030-11B-25-141
167	030-11B-25-142
168	030-11B-25-143
169	030-11B-25-144
170	030-11B-25-145
171	030-11B-25-146
172	030-11B-25-147
173	030-11B-25-148
174	030-11B-25-149
175	030-11B-25-150
176	030-11B-25-151
177	030-11B-25-152
178	030-11B-25-153
179	030-11B-25-154
180	030-11B-25-155
181	030-11B-25-156
182	030-11B-25-157
183	030-11B-25-158
184	030-11B-25-159
185	030-11B-25-160
186	030-11B-25-161
187	030-11B-25-162
188	030-11B-25-163
189	030-11B-25-164
190	030-11B-25-165
191	030-11B-25-166
192	030-11B-25-167
193	030-11B-25-168
194	030-11B-25-169
195	030-11B-31-122
196	030-11B-31-123
197	030-11B-31-124
198	030-11B-31-125
199	030-11B-31-126
200	030-11B-31-127
201	030-11B-31-128
202	030-11B-31-129
203	030-11B-31-130
204	030-11B-31-131
205	030-11B-31-132
206	030-11B-31-133
Block "2"	030-11B-25-170

