



DocId:8495402

Tx:8358718

2022OR020526

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
09/27/2022 01:03 PM

REC FEE: 158.00
PAGES: 17
DOC TYPE: AMEND/DECLAR

MEDINA COUNTY RECORDER

LINDA HOFFMANN

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

**FIRST AMENDMENT TO THE CODE OF REGULATIONS
AND
FIFTH AMENDMENT OF THE COVENANTS, CONDITIOS, EASEMENTS AND RESTRICTIONS
For
THE ASSOCIATION OF THE HOLLLOWS OF FOX MEADOW, INC.
A State of Ohio Non-Profit Homeowner Association**

PREAMBLE

At a properly noticed annual meeting of the Members of The Association of the Hollows of Fox Meadow; (hereafter "Association"), held on September 7, 2022, a majority of the membership voted for and approved eight amendments to the Association's Code of Regulations and the Association's Covenants, Conditions, Easements and Restrictions, (hereafter "Association Management Documents.") The duly elected Board of Trustees deliver the following Amendments to the Association's Management Documents for recording with the Medina County Recorder.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that this Amendment to the Association Management Documents is approved by the Members and ratified by the Board of Trustees and shall be recorded and all existing Unit Owners and future Unit Owners shall, hold and enjoy their Living Unit subject to the existing Association Management Documents and as amended herein effective September 7, 2022. This document was prepared by James A. Gauthier, J.D., Trustee and Treasurer of the Association.

BINDING EFACT:

The Association's Management Documents, described below, and as amended herein, shall run with the land and the Living Units therein now existing, together with any future construction on any vacant lot, shall take and own subject to the to the Association's Management Documents:

ASSOCIATION MANAGEMENT DOCUMENTS

- (1) The Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow dated January 11, 1995 at OR Volume 1002 at Page 794 prepared by Fox Meadow Development Company Limited Partnership.
- (2) The Code of Regulations of Fox Meadow Master Association, Inc. recorded on January 11, 1995 at OR Volume 1002 at Page 877 prepared by Fox Meadow Development Company Limited Partnership
- (3) Declaration of Covenants, conditions, Easements and Restrictions of The Association of the Hollows of Fox Meadow, Inc dated November 1, 1995 and recorded on July 22, 1998 at OR Volume 1202 at Page 93 prepared by Ray Jenny Construction Company.
- (4) The First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Hollows of Fox Meadow date November 19, 1997 and recorded by the Medina /county Recorder under Recording Number 1998ORO16354.
- (5) The Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Hollows of Fox Meadow date November 19, 1997 and recorded by the Medina /county Recorder under Recording Number 1998ORO36074.
- (6) The Third Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Hollows of Fox Meadow dated September 21, 1998 and recorded by the Medina /county Recorder under Recording Number 1998ORO16355
- (7) The Fourth Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Hollows of Fox Meadow dated March 6, 2000 and recorded by the Medina /county Recorder under Recording Number 2000ORO06305
- (8) The First Amendment to the Code of Regulations for the Association of the Hollow of Fox Meadow and the Fifth amendment to the Covenants, Conditions, Easements and Restrictions of the Hollows of Fox Meadow dated September 7, 2022 and recorded by the Medina /county Recorder under Recording Number stamped on page one of this document.
- (9) The Code of Regulations of the Association of the Hollows of Fox Meadow.

AMENDMENTS

GENERAL PURPOSE OF AMENDMENTS

The purpose of the following amendments to the Association's Management Documents are to (i) preserve the Association's community aesthetic appearance as a golf course community; (ii) improve community safety for the greater good of members and their guests; (iii) promote volunteerism, (iv) maintain property values, (v) establish a uniform policy related to aesthetics and the removal of trees, (vi) provide a clear policy concerning the use of the upper and lower parking lots, (vii) provide for qualifications for a member seeking to volunteer on the Board of Trustees, and (VIII) To establish electronic communication authority.

AMENDMENT A1- INDEMNIFICATION OF TRUSTEES, OFFICERS AND COMMITTEES

INSERT NEW SECTION: ADDING TO ARTICLE III, § 24 OF THE CODE OF REGULATIONS AND AMENDING ARTICLE VI, § 6.5 INSURANCE, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS.

§§ 3.24-INDEMNIFICATION: The Association of the Hollows of Fox Meadow, (hereafter "Association") shall fully and completely indemnify, defend and hold harmless (hereafter "Indemnify") (i) any current or former Trustee; (ii) any current or former Association Officer; (iii) any current or former Association committee member or Association Volunteer performing services on behalf of the Board; (iv) any current or former Trustee, Officer or committee Member's respective heirs, executors and Board of Trustees from and against all reasonable expenses, actually incurred, or to be incurred, arising out of their volunteer service to the Association, to include, but not be limited to attorney fees, taxable costs, settlements, judgments, decrees, fines, penalties, punitive damages, and forfeitures due to service. The duty to defend and indemnify includes any action, or cause of action, pending, or threatened concerning all proceedings arising in criminal proceedings, restitution, civil, derivative or third-party claim to which the indemnitee is or may be made a party by reason of their service to the Association and its Members.

The duty of the Association to indemnify any Trustee, Officer, or committee volunteer is subject to (i) The Trustee, Officer or Committee member (hereafter "Indemnitee") has not and is not adjudicated as having been grossly negligent or guilty of misconduct in the performance of his/her duties. (ii) The Indemnitee acted in good faith in what the Indemnitee reasonably believed to be in, or not opposed to the Association's best interest; (iii) In any criminal action or proceeding, misdemeanor or felony, the Indemnitee had no knowledge, or reasonable cause to believe that the Indemnitee's conduct was unlawful and is not convicted of theft or theft related crimes, including larceny, forgery, false pretenses, fraud, embezzlement, conversion or in any conspiracy related to any theft related crime; (iv) in case of settlement, the amount paid in the settlement was reasonable.

The determination required by the foregoing shall require a written opinion of an independent lawyer chosen by the Board of Trustees. Notwithstanding the written opinion the independent lawyer, to the extent that an Indemnitee is successful in defense of any claim or action, lawsuit or other legal proceeding, or in the defense of any claim issue or matter as the Board so verifies, they shall in that event, be indemnified and otherwise be reimbursed costs and legal fees incurred in the defense.

Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected, by the insurer, then by a majority of the Association's disinterested (excluding the accused or threatened Indemnitee). If a majority of the disinterested Trustees cannot agree on independent legal counsel, then the Board shall create a committee of three volunteers who shall make the selection.

- a. **Advancement of Funds:** In furtherance of the duty to indemnify Indemnitee, and in the Board of Trustee's sole discretion, the Association may elect to advance funds

to cover expenses, including a reasonable attorney's fees, with respect to any pending or threatened action, suit, or proceeding prior to final disposition upon receipt of a request to reimburse or pay such amounts, The Board of Trustees reserves the right, but not the obligation, to make direct payments for Indemnitee's obligations.

- b. **Indemnification Not Exclusive-D&O Insurance and CGL liability policy.** The indemnification provided for in this section is not exclusive, but rather in addition to any other rights to which any person may be entitled under the Association's Code of Rules and Regulations, any insuring agreements including, but not limited to the Association's CGL policy and the D&O provisions therein. The Association shall purchase, maintain and renew its insurance coverage found in ORC 1702.12 (e). In the event the D&O insurance provisions lapse, or intentionally not renewed, then the Board of Trustees shall inform the Indemnitee, in writing of such loss of insurance coverage and if a replacement policy has been procured.
- c. **Trustees, Officers and /Committee Member Liability:** The Association's Trustees, Officers and Committee personnel working for the Board of Trustees shall not be personally liable to the Unit Owners in the Association for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or knowing bad faith. The Association's and Unit Owner's indemnification includes, but is not limited to all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Association's Covenants, Rules and Regulations. Every contract or agreement approved by the Board and made by any Trustee's, Officer's or committee member is made only in such Trustee's, Officer's or Committee member's capacity as a representative agent of the Association and has no personal liability under such contract or agreement except as a Unit Owner.
- d. **Cost of Indemnification.** Any sum paid, or advanced by the Association under this Section, constitutes a Common Expense of the Association and its Members. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section, provided, however, that the liability of any Unit Owner arising out of the contract made by the Trustee, Officer or committee member, or out of the aforesaid indemnity in favor of such Trustee, Officer or committee member, is limited to such proportion of the total liability as said Unit Owners pro rata share bears to the total percentage interest of all of the Unit Owners as Association Members.
- e. **Conflict Resolution** In the event of a conflict between this Indemnification Provision and any other word or phrase found in the Articles, Covenants and Code of Rules & Regulations shall be interpreted and construed in favor of this Indemnification Agreement to afford the maximum indemnification to any proper Indemnitee. If any portion of this Agreement is deemed to be unlawful by a court of common jurisdiction, the remaining parts shall remain enforceable. Upon the

recording of this Indemnification Agreement. Only the Unit Owners of record at the time of such filing have standing to contest the validity of this Agreement as an amendment of the Association of the Hollows of Fox Meadow.

- f. **Trustee and Committee Member liability insurance** The Association shall purchase Errors and Omissions insurance a/k/a Officer and Director Liability insurance as part of the Association's CGL policy, or the purchase of a stand-alone insurance policy for Officers, Trustees and Committee member. The insurance shall have a minimum liability of \$1,000,000. All insurance cost shall be included in the member's dues on a proportionate basis.

AMENDMEENT A2 – ELECTRONIC COMMUNICATION-PURPOSE

In an effort to improve communications between Members and the Board, and to keep costs under control by saving paper products and postage, all communications from the Association's Board of Trustees shall be by email. This Amendment changes how notices regarding dues statements, newsletters, meeting notices, financial statements and general correspondence by email instead of traditional mailings. The email communication is deemed delivered at the time sent. Any member may opt in or opt out of electronic communications at any time by notifying the Board of Trustees in writing of your election,

INSEERT NEW SECTION, ASSOCIATION CODE OF REGULATIONS, ARTICLE II, § 5(A)-NOTICE: ELECTRONIC NOTICES

- (i) All communications between the Board of Trustees and Association members shall be delivered and exchanged by the use of the member's email. The Board of trustees shall designate a Trustee(s) to receive notices from individual members. The Board of Trustees reserve the right to determine how and when communications to the members should be sent by the United States Post Office, postage prepaid addressed to the designated address on file with the Association. Any Notification delivered by e-mail shall be deemed delivered to Member on the transmission date. (The confirmation of delivery shall be affixed by the Secretary to the e-mail notification. A notification delivered by regular mail shall be deemed delivered three days from the post-marked date. Each member shall be responsible to report to the Board of Trustees any change in the member's contact information. The Board shall have no liability to any Member that has failed to keep electronic communication e-mail addresses current.
- (ii) Where there are two or more members in a single Living Unit, notice to any member in residence shall constitute notice to all members.
- (iii) The form of notice is set forth below shall be used to notify the Board of Trustees of initial and changed email address.

Member(s) Name(s)_____

Member's e-mail _____

Member's e-mail_____

A3 INSERT NEW SECTION -OCCUPANCY RESTRICTIONS: NEW SECTION-BANNING CERTAIN INDIVIDUAL SEXUAL OFFENDERS AND SEXUAL PREDATORS ADDING TO ARTICLE V, § 5.5 OF THE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AND ARTICLE II, § 24 OF THE CODE OF REGULATIONS.

Article II § 5 – OCCUPANCY RESTRICTIONS. Any person who is classified as a sex offender/child-victim-offender or sexual predator (collectively “Sex Offender”), and for whom the County Sheriff, or other government agency or entity must provide community notice of the sex offender’s residential address, shall be prohibited, for any duration of time, from residing in, or occupying any subplot, included the dwelling unit on the subplot and further prohibited from remaining in or on any property if located within the Association of the Hollows of Fox Meadow.

The classification of Sex Offender, and the determination of whether notice is required, is made by a court of law in accordance with the Ohio Sex Offender Act, or similar statute from another jurisdiction, as either may be amended or renamed from time to time. The Association is not liable to any member, owner, occupant or visitor of any owner, or of the Association as a result of the Association’s failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction. Any owner/member shall have the unqualified right to enforce such occupancy restrictions where the Association’s Board of Trustees cannot or will not act upon a violation of this section.

Any conflict between this provision and any other provisions of the Covenants and Code of Regulations shall be interpreted in favor of this Occupancy Restriction on the occupancy of any land or Living Units within the Association of the Hollows of Fox Meadow. The invalidity in any part of the above provisions does not impair or affect in any manner the validity or enforceability of the remainder of the provisions stated herein. Upon the recording of this Amendment, whether on procedural, substantive or any other grounds, any challenge to the validity of this Amendment shall be brought in the court of common pleas within one-year of the recording of this Amendment.

Nothing in this new section precludes a Sexual Offender/Sexual Predator/Child-Victim Offenders from owning or remaining an owner of a Living Unit/lot within the Association of the Hollows of Fox Meadow.

NEW SECTION-RENTING, LEASING, PERMISSIVE USE- ADDING TO ARTICLE V, § 5.3 OF THE Covenants and new section article II, § 15

§ 2.15 LEASING/RENTING LIVING UNIT OR LOT

- (a) **Policy to Restrict Non-Owner Occupancy.** The intended purpose of having an Association policy that restricts renting/leasing of Living Units and vacant lots to any individual or entity, with the exception of the Owner's immediate family, is to (i) maintain the stability of the golf course community living standards set forth in the Association's Management Documents, (ii) maintain property values, (iii) promote the development and maintenance of the communities greater good, (iv) maintain favorable insurance rates, and (v) maintain enforceability of the Association's Management Documents. (Tenants are not subject to the same golf course community standards since the tenant is not a party bound by the Association's Management Documents.)
- (b) **Required Occupancy for First Following Purchase of a Living Unit or Lot.** Any individual(s) Purchasing a Living Unit, or constructing a Living Unit on a Lot governed by the Association of the Hollows of Fox Meadow shall be required to personally occupy a newly purchased Living Unit, or occupy a newly constructed Living Unit in our community for a minimum of one year (365 consecutive days) from the closing date, or occupancy approval date, whichever comes last. Thereafter, if exigent circumstances arise, e.g., mandatory job transfer, life-threatening illness, loss of job, inability to meet any mortgage obligations, or other causes not within the control of the Owner(s), (For example-quit job), the Owner(s)/Member(s) may petition the Board of Trustees for an exception to the Association's policy of no tenancies in our golf course community. The Board reserves the right to approve any person for a proposed tenancy/leasehold. Any proposed tenancy/lease shall be, at minimum, a one-year (365 consecutive day) written lease and in no event shall a tenancy/lease exceed two years (720 consecutive day written lease.) A proposed tenancy/leasehold shall not be considered by the Board of Trustees until Owner(s) is/are current on their Association annual dues and special assessments payable to the Association of the Hollows of Fox meadow and/or the Master association of Fox Meadow, Inc. and Owner(s) Living Unit is in compliance with Association's Management Documents.
- (c) **Tenant/Lessee Qualification.** A proposed tenant shall be required to provide the Association with two personal references from the prior two rentals by the tenant/Lessee. No tenant/lessee shall be considered, or allowed to occupy a Living Unit, except as a short-term guest, house watcher, etc. if, during the preceding five (5) years prior to seeking tenancy, the individual(s) have a prior history of (i) being a defendant in any unlawful detainer/eviction proceeding, (ii) was convicted for such felonies as drugs, assault, battery, spousal abuse, property/theft crimes, sexual offender, lewd or inappropriate behavior inconsistent with the community standards for the Association of the Hollows of Fox Meadow. Immediate relatives of any owner shall have the right to enter into a lease of owner's Living Unit, for the twenty-four (24)

consecutive month maximum lease period) so long as Owner remains current on any financial obligations payable to the Association and/or Master Association, and owner's Living Unit is maintained to community standards throughout the period of the tenancy/lease.

(d) **Required Language in any Rental/Lease Agreement** Any tenant approved for a one- or two-year lease of an Owner's Living Unit shall have included in the written rental/lease document the following mandatory language.

(1) **Compliance with Management Documents.** By accepting a lease of a living Unit for one or two years in the properties known as the Association of the Hollows of Fox Meadow, you, the tenant/lessee understand, accept and agree that I/We will comply with the community standards, set out in the Association of the Hollows of Fox Meadow Management Documents. I/We have received a copy of the Association Management Documents (i) The Code of Regulations for the Hollows of Fox Meadow and the Covenants, Conditions, Easements and Restrictions for the Association of the Hollows of Fox Meadow. I/We understand that our right to maintain occupancy as a tenant/lessee is subject to my/our compliance with the Association's Management Documents. I/We understand and agree that the Board of Trustees shall have the right and obligation to enforce compliance with the Association Management Documents and shall have the unqualified right to pursue eviction proceedings if I/we fail to correct any non-compliance matters within thirty (30) days following receipt of a written correction notice, or within ten (10) days following receipt of a notice of delinquent dues and/or assessments. (Monetary defaults) Owner grants his or her tenant(s)/Lessee(s) the right to cure any of Owner's financial delinquencies payable to the Association of the Hollows of Fox Meadow and/or dues payable to the Master Association of Fox Meadow, Inc. which are assessed against the rental premises. Tenant/lessee may pay Owner(s) delinquent account and then deduct said payment from any rent payable to Owner by tenant/lessee. Owner(s) of the rented/leased Living Unit, for as long as the Living Unit is under a tenancy/lease, appoint(s) the Association's Board of Trustees as attorney-in-fact for Owner for the limited purpose of enforcement of the Association's Management Documents, including having the right to institute eviction proceedings to remove tenant(s)/lessee(s), or to collect dues and assessments directly from tenant/lease(s). All legal action against a tenant shall be brought in Owner's name. The Owner grants and appoints the Board of Trustees as owner's attorney-in-fact for all conditions arising out of the Owner's rental/lease agreement with tenant.

(2) **Owner's Responsibilities.** Owner(s) shall be and remain liable to the Association for the payment of all homeowner dues and special assessments that arise during the period of approved tenancy/leasehold. Owner shall also be responsible for maintaining fire and liability insurance on owner's Living Unit. Owner shall require owner's tenant(s) maintain a form of standard tenant's/lessee's (renters) insurance with a minimum of \$250,000 liability per incident. When owner rents/leases their Living Unit, owner relinquishes all amenity privileges, but

continue to be responsible for all obligations of ownership including responsibility for any tenant's/Lessee's damage of property within the Association. No owner shall petition the Board of Trustees to rent/lease owner's Living Unit unless/until Owner is paid current for Associations dues and assessments. Any tenancy in existence prior to the recording of this amendment shall be considered "Grandfathered" and this exemption shall only exist as to the current tenant until the tenant vacates or the Unit Owner sells. Further, this tenancy restriction shall not apply to any Member's children and grandchildren occupying Owner's Unit. Any approved tenancy shall be for a single-family occupancy only.

- (3) **Subrogation of Rental Payments.** During the term of any approved tenancy, should Owner, for any reason whatsoever, fail or refuse to pay homeowner dues and/or special assessments then due and payable to the Association of the Hollows of Fox Meadow, then Owner authorizes and grants the Board of Trustees the right to direct owner's tenant(s) to pay such amounts owing by owner to the Association of the Hollows of Fox Meadow and/or the Master Association of Fox Meadow, Inc. and then deduct such payment from any rental/lease payment tenant(s) owe to Owner. Tenant shall not be obligated to Owner to pay owner rental payments that have been diverted to paying Association's dues and Assessments on behalf of Owner. This provision is intended to survive owner(s) insolvency, appointment of a receiver, and any form of bankruptcy. Upon the occurrence of any of the foregoing, Owner assigns to the Association of the Hollows of fox Meadow, as a matter of law, all of Owner's rights under the lease/rental agreement, to receive rental/lease payments until Association dues and special assessments are fully paid or the tenancy /leasehold is terminated.
- (e) **Limitation on Number of Rental Living Units:** In light of the negative impact to the established owner's golf-course community, by allowing rented/leased Living Units, the Association shall limit the number of Living Units eligible to rent/lease to two (2) Living Units at any given time. There shall be no holdover tenancies allowed following a maximum of two-year tenancy. Owner shall get Board of Trustees preapproval of any rental/lease Agreement to ensure compliance with this section. All leases/rental agreement shall be signed by the tenant(s) and owner, as landlord. All such rental/lease agreements shall include a Notary Public provision. To the extent permitted by law, no Living Unit or Lot shall be leased by or for the benefit of any commercial business including Mortgagees and assignees.
- (f) **Policy of Non-Discrimination.** All Tenants/Lessee(s) considered for a tenancy of a Living Unit shall be evaluated without consideration of the proposed tenant's age, disability, race, creed, color, national origin and sexual preference. A tenancy is limited to a single family, consisting of two adults and biological/adopted children of one or both adults. To the extent permitted by law, no multifamily, no group homes, halfway houses, corporate housing, foreclosure tenants, foster homes, adoption agencies, drug houses, fraternity and sorority house or similar uses shall be permitted, as

tenants/lessees and the same are expressly prohibited from occupancy of any subplot or Living Unit within the Association.

A5 INSERT NEW SECTION ARTICLE II, §16 OF THE CODE OF REGULATIONS

§ 2.16 TREE CUTTING. The Board of Trustees are charged with maintaining the Association of the Hollows of Fox Meadow in a cohesive golf club community of Living Unit Owners. The trees planted throughout the community enhance the aesthetic appearance of the community and directly contribute to maintaining property values. The objective is to maintain our trees-not remove them. The purpose of this Amendment is to clarify the rules governing tree removal.

Our Association is governed by the Master Association Covenants, Conditions, Easements and Restrictions which provides:

MASTER ASSOCIATION RULE:

Master Association, Article VIII(b) Landscape Approval No major landscaping alteration shall be pursued until approved by the Master Association...Unless located within ten (10) feet of a Living Unit, no owner shall be entitled to cut, remove, or mutilate any trees,, shrubs, bushes or other vegetation having a trunk diameter of four inches or more at a point of three (3) feet above ground level, without obtaining the prior approval of the DRC that dead or diseased tree has been inspected and certified as dead or diseased by the DRC (Design Review Committee).

§ 216 Continued. Association's Property. The Association owns and controls all property not included as a subplot/Living Unit. All property beyond ten feet of the Living Unit is Association property. Association Property means the Hollows Areas of Common Responsibility. § 2,2(j) of the Hollows Covenants; Hollows Common Areas §2.2(k); and The Hollows Green Space § 2,2(l) of the Covenants. In addition, the Association owns the two guest/overflow parking lots located on Hollow's Drive and Scenic Way. More specifically, The Association own all of the property that is located outside of the Living Unit subplot, as is described in the Association's Management Documents. Except as specified below, no subplot owner(s) shall cut, remove or mutilate any trees on Owner's subplot or Association Property except as is provided below.

2.16.1 Tree Removal Within Ten-feet of Living Unit. Any tree, shrub, bush or similar foliage whose center of the trunk is situated closer than ten (10) feet from an Owner's Living Unit, may be cut down and removed at the Unit Owner's risk and expense. Unit Owner is required to obtain the Board of Trustee's written approval before removal to verify the location of the tree and to approve the change of landscape.

2.16.2 Tree Removal from Association Controlled Property/Green Spaces. If the center of the tree trunk is situated greater than ten (10) feet from the exterior wall of the Living Unit, the tree may only be removed by the Association. A condition for tree removal is a determination by a certified-licensed Arborist that the subject tree is dead or dying, or may cause imminent personal injury or property damage if not removed.

2.16.2.1 Owner Trees. Subsection 2.16.2 shall not apply to the removal of a tree that was purchased and planted by owner.

2.16.3 Process for Removal of Association Trees.

- A Unit Owner notifies the Board of Trustees, in writing, of the Unit Owner's request to remove an Association tree. The Unit Owner shall state the reason(s) why the tree needs removal.
- B The Board of Trustees shall make a threshold determination if the tree appears to be at risk of immanent personal injury or property damage. The Board of Trustees decision is determinative.
- C. If there is a dispute between the Unit Owner and the Board of Trustees, then the Board shall hire a certified and licensed Arborist to inspect the subject tree. The Arborist's determination shall be final and binding on the Unit Owner and the Board of Trustees.
- D. If the Arborist determines the subject tree is diseased, dead, or subject to immanent personal injury or property damage, such as an immediate falling risk, then the Board of Trustees shall, at Association expense, hire a tree removal firm, of its choosing, to remove the tree.
- E. PROVIDED, however, if it is the determination of the licensed-certified Arborist that the tree is healthy, and need not be removed for imminent personal injury or property damage then the Unit Owner shall be responsible for the Arborist's cost incurred in evaluating the subject tree.
- F. The Association may lien the Unit Owner's property if the Arborist cost is not timely paid within thirty days of the billing.
- G. Tree removal by the Association is a common expense shared by all Unit Owners in proportion to the whole cost of removal. The Board of Trustees reserve the right to do a special dues assessment to cover the cost of any tree removal from Association property.
- H. The Board of Trustees reserve the right, but not the obligation, to replace any removed tree under this section with another tree to be selected by the Trustees.
- I. The State of Ohio Revised Statute O.R.C 01.51 states that when trees are unlawfully cut on association's property, the Association, through the Board of Trustees, may

impose actual damages (tree value) and trebled costs and if litigation is required, then the recovery of court costs and attorney fees.

A6 PARKING OF MOTOR VEHICLES AND EQUIPMENT

The Board of Trustees are charged with the overall management over all Areas of Common Responsibility and the Hollows Green Space, (collectively "Open Spaces"). (Article VI and VII of the Covenants.) The goal of the Board of Trustees is to cause the Hollows to be kept and maintained as a high-quality residential golf club community. The Board of Trustees of the Hollows shall have authority to make and enforce standards and restrictions governing the use of the Hollows, including the adoption of new or clarifying regulations. The Hollows is subject to the Master Covenants promulgated by the Fox Meadow Master Association, Inc. The Hollows Board shall enforce the specific provisions of the Master Association, as well as, the Association's Management Documents.

MASTER ASSOCIATION PARKING RULE: § 7.9 MASTER ASSOCIATION PARKING POLICY:

§ 7.9 provides for the parking of Owner's and guests vehicles, "No truck, (except a two-axle truck, with no more than four tires), camper, camper trailer, recreational vehicle, boat, boat trailer, all-terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, motorhome, tractor, bus, farm equipment, off road vehicles or other vehicles of any kind, licensed or unlicensed, shall be stored on any driveway or other area in and on the Property, except in the confines of garages, maintenance buildings or parking areas approved by the Design Review Committee."

INSERT NEW SECTION ARTICLE VII, § 7.9.1 PARKING

HOLLOWS MODIFICATION:

No truck, (except a two-axle truck, with no more than four tires, or a non-commercial ¾ ton dual axle truck with six tires), camper, camper trailer, recreational vehicle, boat, boat trailer, all-terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, motorhome, tractor, bus, farm equipment, off road vehicles or other vehicles of any kind, licensed or unlicensed, shall be stored on any driveway or other area in and on the Property. All vehicles parked outside of a garage enclosure shall be road worthy and have a current license.

A. GENERAL PARKING RULES AND REGULATIONS FOR THE HOLLOWES OF FOX MEADOW,

1. Members, their invitees and licensees may temporarily park a non-commercial vehicle on the half of the street that is in front of, or adjacent to the Member's Living Unit, for a period not exceeding twenty-four (24) consecutive hours in a seven consecutive day period without prior approval of the Board of Trustees.

2. No parking off of any hard surface-meaning asphalt or concrete. Parking on any green belt, open space, grass, flower bed, hedge or soft surface is prohibited.
3. No vehicle, or any part thereof, is allowed to hang over into the street, or parked in any designated guest parking area where such parking occupies more than one parking space.
4. All vehicles parked outside the garage must have a current registration tag and be legally road ready per Ohio Revised Code.
5. No commercial vehicles, motor homes, RV's, campers, boats or trailers of any kind are allowed to be stored anywhere except in an enclosed garage. Provided however, the temporary parking of commercial vehicles on driveways, or the street, is authorized so long as services are being performed for the Unit Owner. (For example, moving trucks, Pods, roofers, delivery trucks, etc.) Commercial vehicles are vehicles with any type of advertising sign, such as Mary Kaye, or Your Business Here, vehicles that have commercial vehicle registration or commercial plates, or any vehicle that is being used to store commercial materials such as ladders, building supplies or similar commercial items. Motor homes and travel trailers may park on the street, adjacent to owner's Living Unit, for a twenty-four- hour period for purposes of loading and unloading. Any variance to this rule requires Board of Trustee written approval.

B. PROPOSED RULES FOR COMMUNITY/ GUEST PARKING SPACES: To promote fairness in the use and availability of the two community parking areas, the following rules shall apply:

6. The common parking spaces at the end of Scenic Way and on Hollow Lane are designated parking spaces for residents and guest only.
7. Long-term vehicle parking is prohibited in the designated parking spaces. For purposes of this Amendment, the term "Long-term Parking" shall mean parking for more than one continuous week in a thirty-day monthly period. Any Unit Owner may seek written permission to exceed the long-term parking rule when circumstances require such approval to accommodate visiting children and guests. The Owner or user of a parked vehicle shall place on the dashboard of the parked vehicle the Unit Owner's name and Living Unit number for purposes of contact.
- 8.
9. The Board of Trustees reserve the right to place "Resident & Guest Parking Only" signs on the two parking areas on Hollows Lane and Scenic Way; the effect of which permits the Board of Trustees the right to have a vehicle removed at the Owner's expense

A7 QUALIFICATION OF TRUSTEES. Amending Article IV, §7, Code of Regulations and Article V, § 5.3 of the Covenants the Board of Trustees are continuously seeking better and more efficient ways to meet obligations imposed on the Association by federal and state law, the Master Association of Fox Meadow, Inc, the Association's Management Documents, and the members. To meet the Board of Trustee's obligations to the Association requires qualified volunteers to serve on the Board and its committees.

Insert new Article IV, § 7 QUALIFICATION REQUIREMENTS FOR TRUSTEE

7.1 In order to be eligible to serve on the Board of Trustees of this Association, the individual must be a Member/Owner in good-standing with all dues and assessments paid and any fines or correction notices resolved. There can be no pending or threatened litigation against the Association.

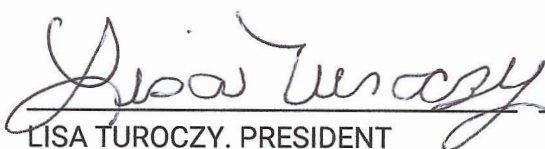
LEGAL DESCRIPTION

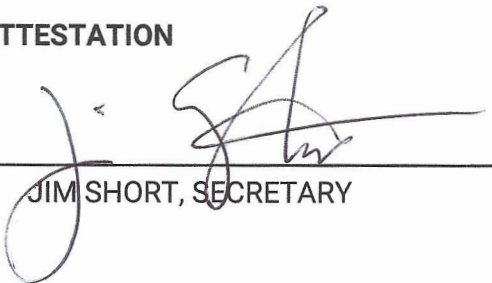
Situated in the Township of Montville, County of Medina, State of Ohio and known as being a part of original Montville Township, Lots 41, 42, 51 and 52 and further known as Cluster Block "D", as shown on the Fox Meadow Subdivision Phase 1, Plat recorded in Plat Volume 26, page 150 of Medina County Records, be the same, more or less. Permanent parcel number 030-11A-17-004 and includes all Sub Lots described on Exhibit "A" attached and incorporated herein as if fully set forth.

IN WITNESS WHEREOF, THE UNDERSIGNED Officers of the Association of the Hollows of Fox Meadow certify that the members of the Association, comprising a quorum of 22 out of 32 members voted and approved the forgoing amendments by a majority vote. The Board of Trustees have unanimously approved this Amendment, which is to be signed by the Association's President and Secretary. This Amendment incorporates by reference, as if fully set forth, the Association's Management Documents,

Signed this 24 day of September 2022

ATTESTATION


LISA TUROCZY, PRESIDENT


JIM SHORT, SECRETARY

STATE OF OHIO)
) ss.
MEDINA COUNTY)

Wherefore, A Notary Public in and for the said State of Ohio, Medina County did personally appear before me, a duly- appointed Notary Public, LISA TUROCZY, President and JIM SHORT, Secretary of the Association of the Hollows for Fox Meadow, who acknowledged that she/he/they executed the within and foregoing instrument and that execution was approved by a majority of

the Membership in said Association with each signor representing that she/he/they have lawful authority to execute same.

IN TESTIMONY WHEREOF, I have herein set my hand and Notarial Seal this 24 day of September, 2022.

C Cheryl L. Sellman
Print Name CHERYL L. SELLMAN

NOTARY PUBLIC in and for the state of Ohio
Residing at MEDINA COUNTY
My Commission Expires on MAY 20, 2026



EXHIBIT 1

ASSOCIATION OF THE HOLLOWES OF FOX MEADOW, INC.

LEGAL DESCRIPTION

Situated in the Township of Montville, County of Medina, State of Ohio and known as being a part of original Montville Township, Lots 41, 42, 51 and 52 and further known as Cluster Block "D", as shown on the Fox Meadow Subdivision Phase 1, Plat recorded in Plat Volume 26, page 150 of Medina County Records, be the same, more or less. Permanent parcel number 030-11A-17-004 and includes all Sub Lots described below:

Sublot No.	Address	Parcel #	Sublot #	Sublot #address	Parcel #
S/L 1	4216 Scenic Way	030-11a-12-041	S/L 2	4210 Scenic Way	030-11A-12-042
S/L 3	206 Scenic Way	03-11A-12-043	S/L 4	4200 Scenic Way	030-11A-12-044
S/L.5	4195 Scenic Way	030-11a-13-018	S/L 6	4194 Scenic Way	030-11A-13-013
S/L7	4192 Scenic Way	030-11A-13-020	S/L 8	4191 Scenic Way	030-11A-13-020
S/L9	6255 Hollow Lane	030-11A-12-046	S/L10	6249 Hollow Lane	030-11A-12-047
S/L 11	621 Hollow Lane	030-11A-12-048	S/L 12	6233 Hollow Lane	030-11A-12-049
S/L 13	6225 Hollow Lane	030-11A-12-050	S/L14	6223 Hollow Lane	030-11Aa-12-051
S/L 15	6221 Hollow Lane	030-11A-12-052	S/L16	6220 Hollow Lane	030-11A-12-053
S/L17	6222 Hollow Lane	030-11A-12-054	SL/18	6226 Hollow Lane	030-11A-12-055
S/L19	6230 Hollow Lane	030-11A-12-056	S/L20	8236 Hollow Lam-	030-11A-12-057
S/L21	6246 Hollow Lane	030-11A-12-058	S/L22	6246 Hollow Lane	030-22a-12-059
S/L 23	6250 Hollow Lane	030-11A-12-060	S/L24	6254 Hollow lane	030-11A-12-061
S/L25	6260 Hollow Lane	030-11A-12-062	SI/26	6262 Hollow Lane	030-11A-12-063
S/L27	6264 Hollow Lane	030-11A-12-064	SL 28	6266 Hollow Lane	030-11a-12-065
S/L29	6268 Hollow Lane	030-11A-12-066	S/L30	6226 Hollow Lane	030-22a-12-067
S/L 31	6272 Hollow Lane	030-11a-12-068	SI32	6274 Hollows Lane	030-11A-12-069
S/L 33	6278 Hollow Lane	030-11A-12-070	SL34	6278 Hollow Lane	030-11A-12-071
SL 34	6280 Hollow Lane	030-11A-12-072			