

New Record in the Book  
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Woodland Lake  
Phase One A lot.

RECEIVED FOR RECORD

MAY 25 1984

A 1734 JUN 5 1984

Recorded

Vol. 1989 Page 21-24

*[Signature]*

Recorder  
Co. of Summit, Ohio

198

VOL 6685 PAGE 664  
DECLARATION OF RESTRICTIONS, EASEMENTS  
AND COVENANTS FOR  
WOODLAND LAKE PHASE I-A SUBDIVISION

AKM 3/1/81

76797

COPY

Sunrise Development Co., an Ohio Corporation, the owner of all of the land included in Woodland Lake Phase I-A also referred to as The Woodlands hereby declares and establishes the following restrictions, easements and covenants applicable to said Subdivision:

GENERAL PROVISIONS

1. As used herein, the word "person" shall include a natural person, as well as any other legal entity, including, but not limited to a corporation, a partnership, a trustee, an executor, executrix, administrator or administratrix of a decedent's estate and a guardian duly appointed by a Court of competent jurisdiction.

2. As used herein, the word "developer" means Sunrise Development Co., an Ohio Corporation.

3. As used herein, the words "this plat" mean the plat of Woodland Lake Phase I-A recorded in Plat Book 128, Page 30 of the Summit County Records, together with this Declaration.

4. As used herein, the words "obligations relative to common property" mean the obligations to pay for all costs, charges, fees, taxes, assessments, liens and other expenses pertaining to the common property and its maintenance, repair, upkeep, preservation and replacement.

5. This plat is adopted pursuant to Ordinance Numbers 1981-110 and 1981-125 of the City of Stow passed May 14, 1981 and May 28,

124476 Add. to Woodland Lake Phase IA Sub. to Annex Secs. J, K & L (Pt. Lots 38 & 39) 8-10-83 See Vol. 6802 Pg. 409

143538 Add. to Woodland Lake phase I-A sub. See vol. 6850 page 159 dated 12-30-83 Section S

101171 Addn. to Woodland Lake Phase IA Sub. to Annex Sec. Q  
See Vol. 6909 Pg. 71 5-25-84 (Pt. Lots 38+39)  
197424 Addn. to Woodland Lake Phase IA Sub. to Annex. Sec. P  
See Vol. 7022 Pg. 504-2-20-85

# 95125 Declaration of Restrictions, Easements & Covenants for Woodland Lake  
Phase 1-A Subd. 2<sup>nd</sup> Addn. to - sections E & C Stow. Lots # P38 & P39  
See Vol. 6712 Page 138 12/14/82

1981 respectively. All amendments and additions to this plat must be approved by the Planning Director.

6. This plat, and all parts thereof, and the by-laws of The Woodlands Home Owners Association, when adopted and recorded, shall constitute covenants running with the land, inuring to the benefit of and binding upon all lots and other property shown on this plat, all owners thereof, developer and The Woodlands Home Owners Association, and his, her, its and their heirs, executors, administrators, successors and assigns, and each of the foregoing benefited persons shall have the right to enforce the provisions of this plat, or any part hereof, or such by-laws, at law or in equity.

7. There is shown approximately 3.3 acres on this plat marked "Open Space" and adjacent to it "Additional Land". The City of Stow will determine whether or not the "Open Space" shall be for the benefit of the public, in which event developer shall convey title to the City of Stow of the "Open Space". If the City of Stow determines the "Open Space" shall not be for the benefit of the public, developer may convey the "Open Space" to the Home Owners' Association in which event it shall be for the exclusive benefit and responsibility of all owners in the allotment and any additions to it. Developer may: (a) Annex to this plat any part of the area marked "Woodland Lake Phase 1-A" or "Additional Land"; (b) Amend the By-laws of the Home Owners Association to permit owners of lots in the annexed areas to become members of the Home Owner's Association, and (c) grant easements and any

property on this plat or any additions to it or the "open space" within Three years from the date of this instrument provided that the FIA and VA determine that the annexation is in accord with the general plan heretofore approved by them which shall also be approved by the City of Stow. If the "Open Space" is conveyed to the City of Stow developer shall not retain any rights to it. All amendments and additions to this Plat and Declaration, all easements, common property, voting and membership shall be for the benefit of the lot owners in the adjacent plats and their rights and duties shall be the same as the lot owners in this plat as if they were the same as a single filing of this plat, its Declaration and By-Laws of the Home Owners Association.

8. Except as stated in preceding paragraph seven, this plat, and any part or provision thereof, and the by-laws of the Association, may be amended by the owners of 75% or more, of the lots shown hereon, provided that any such amendment is reduced to writing, executed by such owners, witnessed and acknowledges with the formalities of a deed of conveyance of real property, and recorded with the Summit County Recorder after approved by the City of Stow.

THE WOODLANDS HOME OWNERS ASSOCIATION

1. Developer hereby establishes The Woodlands Home Owners Association (hereinafter called "Association" or Home Owners Association") which shall be a non-profit corporation organized under the laws of the State of Ohio, reserving the right to adopt by-laws for such association, not inconsistent with the provisions stated in this plat and to record

such by-laws.

2. The members of such Association shall include and shall be limited to the owners of the lots shown in this plat and plats within the "Additional Land" owned by the developer.

3. The principal purposes of such Association are to administer the common property, including all rights therein and obligations relative thereto, to the end that each numbered lot shall have equal rights in the common property and equal obligations relative to the common property, and to impose charges, dues and assessments against and collect the same from each numbered lot:

- (a) To create a continuing fund adequate in amount to pay obligations relative to the common property;
- (b) To provide all lots in this plat with the maintenance of common areas, including patios, walls and landscaping, trash removal, taxes, insurances, utilities; and to such increased or decreased basic services as the Developer may decide upon or by majority vote, the Association.
- (c) To provide extra, additional services to any lot or the common area as the Developer or Association may establish.
- (d) To do and accomplish all other acts and things necessary for the general good and welfare of the Association.

4. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ 456.00 ) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment

for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5. The management, control and responsibilities of the Home Owners' Association shall pass to its members on the sale of 75% of the lots in this allotment plus the lots in the "Additional Land" or upon Ryan Homes Inc's terminating its construction activities for a period of one year in this plat and in the "Additional Land" whichever is first, but in any event management, control and responsibilities of the Home Owners' Association shall pass to its members no later than April 22, 1985.

6. In the conduct of all affairs of the Association the number of votes shall be one vote per lot; and a majority vote of the lot owners shall for all purposes control, except for purposes of amending this plat in which event a vote of 90% during the first 20 year period, and thereafter, by a vote of 75%, shall be required except developers rights to amend. The number of votes shall be increased by the number of lot owners within adjacent plats as they are filed.

Page 6

COMMON PROPERTY

1. All portions of this plat, except the lots, are common property. The common property also includes all improvements constructed, erected or placed on, in, under or over such portions of this plat, except to the extent that title thereto is retained by a utility company or developer or other person acting pursuant to a utility easement who constructs utility lines or similar facilities in, on, over, under or across the common property, pursuant to easements granted and/or reserved by this plat. Developer expressly retains the right to grant an easement for utility or access purposes across each lot and the common property for the benefit of "Additional Land" owned by Developer or other lot owners in this plat or additional plats. However, anyone using such easements shall restore any improvements as nearly as practicable to their original condition.

2. The common property is owned, and at all times shall continue to be owned by the Home Owners' Association. The Home Owners' Association shall take title to the common areas, in fee simple, free and clear of all liens and encumbrances, with such title being confirmed by title policy or other locally acceptable evidence of title.

3. The ownership of a lot shall carry with it membership in the Home Owners' Association which membership interest is non-divisible and non-severable, by partition or otherwise, from ownership of such lot. The conveyance (or encumbrance) of title to a lot shall also convey (or encumber) such membership interest even if the instrument of conveyance (or encumbrance) does not mention or purport to convey (or

the full and prompt payment of all obligations relative to the common property and the Home Owners' Association.

PARTY WALLS

It is intended that each building constructed on a lot in this subdivision shall have a party wall in common with one other such building, ~~which party wall shall be near as practicably possible be constructed on~~ the common lot line of the two lots. Any party wall constructed shall be for the purpose of the support of each owner's structure, shall be for the mutual enjoyment of both owners, and shall carry with it the right to repair or rebuild such party wall if it becomes necessary for any purpose at the equally shared expenses of the abutting property owners. As to any portion of a wall which is not a party wall but is connected to a party wall, any repair or rebuilding shall be at the sole expense of the owner of the property benefited by such repair or rebuilding. In the event of the total or partial destruction of a party wall by fire or any other cause, either party shall have the right to reconstruct the party wall at the equally shared expense of both parties. Each party wall shall be constructed as near as practicable so that one-half of its thickness is on the property of each owner. For purposes of constructing any party wall originally, either party may make the necessary excavation or perform any other work reasonably required for the purpose of constructing the party wall. In the event its repair or reconstruction is required because of fire or destruction by any cause, such party wall shall be constructed of the same or similar masonry material as it was originally



constructed. Each party wall shall have full right to use the party wall for erection and support of his own building and to use it for any purpose whatsoever in the enjoyment of his own property, so long as such use shall not injure, annoy or otherwise interfere with the adjoining property owner. No owner shall in any way impair the support and/or defeat the benefits of a party wall to the abutting owner's property and in the common areas for purposes of constructing, erecting, maintaining or repairing the exterior portion of his building for a distance of five feet from the party wall. Such easement shall also exist for the purpose of constructing, erecting, repairing or maintaining the exterior wall of a property owner. These easements and covenants run with the land. The party wall so constructed shall be of a thickness of approximately 4 to 8 inches and shall be constructed of block, cement, brick, concrete, steel studs or other similar masonry material.

In the event that by reason of minor construction errors or settlement or shifting of one or both of the buildings adjoining a party wall, any part of a party wall or any part of a building attached to a party wall encroaches less than eighteen (18) inches on the adjoining lot, an easement for the maintenance of such encroachment is hereby established and shall exist in favor of the lot owners whose portions of the party wall or building attached thereto so encroaches.

In the event of total destruction of a unit, the owner shall cause the lot, upon which such unit was located, to be cleared within a reasonable time after the unit's destruction.

EASEMENTS

1. There should be an easement for sanitary sewage purposes for parcels a, b, c, d, e, f, g, and h.

2. Developer and its successor, The Woodlands Home Owners Association hereby reserves the right to grant further rights and easements, within, upon, over, under and across the common property shown on this plat, for the use and benefit of the property shown on this plat and "Additional Land" owned by developer, which may be for the benefit of owners of lots in the additional land.

3. Except where clearly impracticable, all lines and other easement facilities mentioned above shall be constructed underground.

4. There shall be an easement for air conditioning units, patios and fences next to and for the benefit of each lot.

PLAT RESTRICTIONS

1. Each lot and the common areas is subject to ordinances of the City of Stow and shall at all times conform to them.

2. Each lot shall be used exclusively for single family residence purposes.

3. No lot shall be subdivided, nor enlarged or diminished in size.

4. No building or structure shall be erected, constructed, placed situated or permitted to remain on any lot except a single family residence (also known as a dwelling unit or a house), which may be joined to a single family residence on an adjoining lot by means of a

party wall, Without intending to limit the foregoing, duplexes or twinplexes on only one lot, basement houses, tents, shed, dog houses and other houses, shelters or enclosures for animals, pets or storage are prohibited. Nothing shall be construed to limit the authority of the Home Owners' Association to permit the construction of any building, fence, shed, swimming pool or other similar building or structure which in its opinion is aesthetically beneficial to the allotment in the common areas as permitted by the City of Stow.

5. No noise, vibration or odor, offensive or irritating to a person of ordinary sensibilities, shall originate on and thereafter emanate from any lot.

6. The outside storage of property (including but no limited to tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) is prohibited. Nothing shall be construed to prohibit the reasonable necessary storage on a lot of building materials during the course of construction of a house and garage on such lot or during the course of adding to or remodeling a house or garage on such lot.

7. The exterior surface and dimensions of each house and garage shall not be altered in appearance, building materials or color from that which presently exists in the Subdivision without approval of the Association. In the event that a unit owner undertakes repair or rebuilding of a unit which is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards.

8. Each owner shall maintain the exterior of his house and garage in the manner in which others in the allotment maintain theirs.

including periodic painting of the same color.

9. All existing streets, sidewalks and driveways shall be maintained by either the owner of the lot or the Association in the same material and reasonably in the same condition as originally constructed, to the extent that such maintenance is not such that it will be provided by any governmental Unit, as a result of the payment of taxes.

10. No signs, except for rent or sale or political purposes, shall be permitted nor shall any exterior awnings or canopies be permitted.

11. Except as provided by Developer in constructing a building, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface without obtaining the approval of the Home Owners Association.

12. No change shall be made in the original graded position of each owner's lot.

13. The exterior walls, siding, trim, face brick and roof shall be maintained in its original conditions and in a manner in conformity with the standard of maintenance of other properties in the allotment and no change of color shall be permitted on any exterior surface, the intent being to maintain uniformity of the exterior appearance of each building as in its original condition without approval of the Association.

14. No animals are permitted, except pets. The only pets which are permitted are one cat and one dog per unit and only such other pets which, by their nature are at all times kept confined indoors. All permitted pets shall at all times be confined indoors, except a cat and

dog may occasionally, be kept outdoors, provided such pet does not, by barking or otherwise, disturb the owner or occupant of any other lot in the allotment. No dog shall be permitted in the allotment which is not on a leash. All pet owners shall be responsible for the waste of their pets and any damages to property of others or the Association which has the right to amend this and provide whatever rules it deems best concerning all pets.

15. No lot shall be graded or changed, no tree killed, destroyed or removed from any lot, no building, garage, wall or other structure shall be erected, constructed, placed, situated or permitted to remain on any lot, nor shall the exterior of any such building, garage, wall or other structure be added to, deleted from, changed or remodeled, except in strict accordance with plans, specifications, and drawings previously approved, in writing, by the Home Owners Association.

16. No person shall construct, place upon or plant anything on the surface of any easement which is for the benefit of the Home Owners Association or anyone to whom an easement may be granted, including but not limited to utility easements.

17. No commercial truck, motor home or boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in the garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any building. Each property owner shall be entitled to the regular use of one space in

a parking area in order to comply with Stow's parking requirements. The rest of the spaces shall be for the guest of the owners.

18. No person shall own or permit anything which will increase the rate or cancellation or insurance of any other property owners.

19. No person shall have any drapes, blinds or window covering which is not white when viewed from the outside.

20. No immoral or unlawful use shall be made of any property.

21. No trade, business or occupation of any kind shall be made of any property.

22. No property shall be rented for a period of less than 90 days.

23. Insurances, taxes and assessments incidental to the ownership of any common area shall be paid for by the Association.

24. No window air conditioners shall be permitted.

25. Failure to pay any charge, dues or assessment within 30 days from the date it is due shall result in its drawing interest at the maximum legal rate beginning at the expiration of such 30-day period. The Association shall be entitled to collect from each delinquent owner all reasonable collection expenses, including but not limited to Court costs and reasonable attorney's fees. In addition thereto, the Association shall have the right to enter upon any property and to correct any violation of this plat as it exists or may hereafter be amended. It shall assess the costs of all such corrections or repairs or any related expense, including attorney's fees against such owner. Such expenses

and costs shall be added to any other assessment and draw interest at the maximum legal rate beginning with the date the Association notifies such owner that such expenses and costs are due. All such assessments, charges, dues, expenses and costs shall be chargeable as a lien against the ownership of the property obligated to pay the same; and in addition thereto, the Association shall have the right to go into any court of equity and, in addition to any claims for damages, require the correction of any violations.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Akron, Ohio this 28<sup>th</sup> day of April, 1982.

Witnesses:

SUNRISE DEVELOPMENT CO.

Robert F. M...  
Carroll. Mozzarino

Paul M. Goldberg  
Paul M. Goldberg, President

STATE OF OHIO  
:SS  
SUMMIT COUNTY

Before me, a Notary Public in and for said county and state,  
personally appeared the above named Paul M. Goldberg of Sunrise  
Development Co., who acknowledged the making and signing of the above  
instrument to be their free corporate act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal at Stow, Ohio this 28<sup>th</sup> day of April, 1982.

*Deborah J. Lawrence*  
Notary Public  
DEBORAH J. LAWRENCE, Notary Public  
State of Ohio  
My commission expires May 13, 1985

This instrument prepared by:  
Robert F. Linton  
Attorney at Law  
RODERICK, MYERS & LINTON  
300 Centran Building  
Akron, OH 44308  
(216) 384-9560



Misc: 76797

128 / 30

*Procedures  
of the Trustees  
of the Board of Directors*

*Sumner Dev. Co.*

*To  
Woodlands Home  
owners Assn.*

RECEIVED FOR RECORD

JUN 14 1982

At \$2.50 JUN 17 1982

Revised Vol 6685 Page 664-680  
RALPH JAMES

*Ralph James*  
Recording

Society of Common Pleas

\$20.50

COPY

60275  
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ADDITION TO THE  
WOODLAND LAKE PHASE I-A SUBDIVISION

WHEREAS, Sunrise Development Co., an Ohio Corporation, hereinafter referred to as "Developer", and Ryan Homes, Inc., a Pennsylvania corporation authorized to do business in the State of Ohio, hereinafter referred to as "Ryan", are the owners of certain lands included in Woodland Lake Phase I in the State of Ohio, County of Summit, City of Stow, and part of original Stow Township Lots 38 and 39, as filed with the Recorder of Summit County, Ohio on October 5, 1979 and recorded in Plat Book 116, Pages 48 and 49 of the Summit County Records of Plats, and;

WHEREAS, Developer and Ryan have subdivided Woodland Lake Phase I to form the Woodland Lake Phase I-A Subdivision as filed with the Recorder of Summit County, Ohio, on March 19, 1982 and recorded in Plat Book 128, Pages 30 and 31 of the Summit County Records of Plats, and;

WHEREAS, Developer, on March 19, 1982 filed with Recorder of Summit County, Ohio a document entitled "Declaration of Restrictions, Easements and covenants for Woodland Lake Phase I-A Subdivision.", hereinafter called "Declaration", said document being recorded in Instrument No. 68760, Volume 6582, Pages 101 through 114 of the Summit County Records, and said document being rerecorded in Instrument No. 76797, Volume 6685, Pages 664 through 680 of the Summit County Records and incorporated by reference into the plat of Woodland Lake Phase I-A Subdivision, aforementioned, hereinafter referred to as "Plat", and;

WHEREAS, paragraph seven (7) of the General Provisions of said Declaration provides that Developer may annex to said Plat any part of the area marked "Woodland Lake Phase I-A" or "Additional Land" on said Plat, and;

WHEREAS, it is the intention of the Developer to annex to said Plat that area described as Section Q as shown by a Plat recorded in Plat Cabinet A, Slide 95 of Summit County Records, so that such area shall be subject to the restrictions, easements and covenants contained in the Declaration, and;

WHEREAS, it is the intention of Developer that Section Q as shown by a Plat recorded in Plat Cabinet A, Slide 95 of Summit County Records, be annexed to the Plat and made subject to the Declaration prior to the conveyance of the real estate from Developer to Ryan;

NOW, THEREFORE, Developer hereby declares as follows:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration.

2. Developer is the owner of Section Q as shown by a Plat recorded in Plat Cabinet A, Slide 95 of Summit County Records which together with all improvements hereon and all easements, rights, appurtenances belonging thereto, is hereby annexed to and made a part of said Plat and is submitted and made subject to the provisions, restrictions, easements and covenants of the Declaration and any and all Amendments thereto.

3. All of the provisions of the Declaration, the Drawings, and the Plat shall be and hereby are declared to remain in full force and effect.

IN WITNESS WHEREOF, Sunrise Development Co., an Ohio Corporation, acting in its capacity as developer of Woodland Lake Phase I-A Subdivision, and owner of Section Q as shown by a Plat recorded in Plat Cabinet A, Slide 95 of Summit County Records, caused this instrument to be executed this 17th day of May, 1984.

Witnesses:

SUNRISE DEVELOPMENT CO.

Debbie Jewel  
Mary Louise Uray

By:

Sam H. Miller  
Sam H. Miller, Vice-President

STATE OF OHIO        )  
                          ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Sam H. Miller, Vice-President of Sunrise Development Co., who acknowledged the making and signing of the above instrument to be his free corporate act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 17th day of May, 1984.

Mary Louise Uray  
Notary Public

This Instrument Prepared By:  
Robert F. Linton, Esquire  
Roderick, Myers & Linton  
300 Centran Building  
Akron, Ohio 44308

MARY LOUISE URAY  
Notary Public, State of Ohio, Cuya. Cty  
My Commission Expires Dec. 12, 1987