



LAKE
OF THE
WOODS

RESTRICTIONS & COVENANTS
for
LAKE OF THE WOODS

DECLARATION BY ANTHONY A. PETRARCA, TRUSTEE
OF THE RESTRICTIONS AND COVENANTS FOR
LAKE OF THE WOODS

WHEREAS, Anthony A. Petrarca, Trustee, hereinafter called "Developer", is the owner of land in Akron, Summit County, Ohio, which he intends to develop into a residential community encompassing single family residences and open spaces for the benefit of such community; and

WHEREAS, Developer has platted a subdivision designated as LAKE OF THE WOODS recorded in ~~Plot Book~~ ^{CABINET} A, ^{SLIDE} ~~Pages~~ 267-273, dated MARCH 19, 1984 through _____, Summit County Records; and

WHEREAS, Developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said community and for the maintenance and preservation of the open spaces, to impose and provide restrictions, covenants, easements and limitations upon the land in said Lake of the Woods Subdivision.

NOW, THEREFORE, the following restrictions, limitations, covenants and requirements are hereby imposed upon said subdivision by Developer which shall be covenants running with the land, binding upon and inuring to the benefit of the Developer and the respective grantees in deeds for such property, their

respective successors, purchasers, heirs, executors, administrators and assigns:

I. DEED RESTRICTIONS

All lots conveyed shall be used exclusively for single family residence purposes, and only one such residence shall be permitted on each lot.

A. Single Family Dwellings shall meet the following requirements:

1. Type: Single family dwellings may be a one story, a two story, a split level, or cape cod design.

- (a) A one story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling space.
- (b) A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.
- (c) A split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.
- (d) A cape cod dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by the use of dormers.

2. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living. That portion of a basement which is exposed at ground level due to a sloping lot completed to a living area with full windows and doors may count as 50% of the first floor area.

- (a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimension of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

- (b) The minimum square footage for each of the aforementioned designs, computed as above described, shall be:

- | | |
|-----------------|---|
| (1) One story | 2,200 square feet |
| (2) Two Story | 2,400 square feet
with not less than
1,200 square feet in
the first floor
area; |
| (3) Split level | 2,400 square feet; |
| (4) Cape Cod | 2,400 square feet
with not less than
1,200 square feet in
the first floor
area |

3. Garage. No garage shall be erected which is separated from the main building. All garages must be of a minimum dimension of 23 feet by 23 feet (inside dimension).

4. No exposed concrete block foundation shall be permitted, unless concrete block is tinted, textured, or has a decorative pattern consistent with the architecture of the structure and is of a material approved by the Developer or the architectural review board.

B. LOT RESTRICTIONS

1. Side Yards: Each building shall have a side yard along each lot line. The least dimension of each said yard shall be not less than fifteen (15) feet. The sum of the widths of the two opposite side yards shall be not less than thirty (30) feet. The side yard nearest the street on any corner lot shall have a width of at least forty (40) feet. No shrubbery shall be closer than fifteen (15) feet to the street on corner lots.

2. Where two or more lots are acquired and used as single building sites, the side lot lines shall refer only to the lines bordering on the adjoining property owner and/or street.

3. Front Yards: No building may be erected on any lot nearer than 50 feet to the front lot line.

4. Rear Yards: No building may be erected on any lot nearer than 40 feet to the rear lot line.

5. All driveways shall be paved with concrete, asphalt or brick.

C. PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited:

1. Industrial or manufacturing uses of any kind;
2. Commercial Agricultural uses;
3. Drilling or operating oil or gas wells;
4. Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
5. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance;
6. Temporary structures including but not limited to trailers, basement or incomplete houses, tents,

shacks, garages or other out buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the property;

7. Erection or maintenance of any signs, billboards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold; (one per lot) (b) Home Builders and General Contractor signs, not larger than ten (10) square feet and only during construction (one per lot). Nothing herein contained shall limit Developers right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer;

8. Nuisances and noxious or offensive activities of any kind;

9. Storage of mobile homes, trailers, commercial trucks and trailers, machinery, equipment, boats and unworking vehicles, unless such is not in view from any street or adjacent residence. Nothing herein contained shall limit use of trucks, trailers or equipment during construction;

10. Hanging of laundry in the front portion of any lot;

11. No fences, exceeding the height of three (3) feet may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by the Developer or Architectural Review Board for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances;
12. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited. All site lighting, including security lighting, shall be approved by the Developer prior to installation;
13. All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.
14. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
15. Any and all lake structures, including but not limited to piers, decks, floats and docks shall be strictly prohibited upon or over any lakes, ponds or

streams. Furthermore, there shall be no swimming or boating upon any lake or pond hereinafter created.

D. ADDITIONAL RESTRICTIONS

The following are additional restrictions, covenants and requirements imposed on each lot:

1. No buildings, or structures, or any additions thereto or alterations thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any lot unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said buildings and structures, a plot plan showing the proposed locations of said buildings or structures upon said premises and the plans, specifications and details of said buildings or structures, shall have been approved in writing by Developer or Architectural Review Board and a true copy of said plans, specifications and details shall have been lodged permanently with Developer or Board. No buildings or structures, or any additions thereto or alterations, thereof, except such as conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises.

2. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to the Developer or the Architectural Review Board and the written consent of said has been obtained.

3. Developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot, as the improvement thereon is completed, will correspond to the grade of the lots on either side; having due regard for natural contours and drainage of the land.

4. Prior to the removal of any trees or natural growth on any lot, each lot owner shall submit to the Developer or architectural review board a site plan which specifies the area where trees and natural growth are to be removed in addition to the other information required hereunder. No removal, excavation or construction shall commence until said site plan is approved.

5. The size, course and flow of streams, ponds and lakes, and the banks of streams, ponds and lakes, as

part the approved Storm Water Management plan for The Lake of the Woods Development shall not be altered, modified or tampered with, without the written approval of the Developer and governing authorities, including the City of Akron, Director of Public Service.

6. The responsibility for removal of debris or other blockage from streams, ponds and lakes, and the maintenance of the banks of streams, ponds and lakes, is the responsibility of each respective lot owner whose lot contains or is bounded by that portion of the stream, lake or pond requiring debris removed or maintenance of its banks.

In the event of a failure of any lot owner to properly remove debris or other blockage from the streams, ponds and lakes, or to maintain the streams, the association shall have the right to perform that work and charge back the appropriate lot owner for all costs incurred.

In the event of a failure of any lot owner and the Association, to properly remove debris on other blockage from the streams, ponds and lakes, or to maintain the streams, the City of Akron shall have the right to perform that work and charge back the appropriate lot owner or the Association for all costs incurred.

E. SUBMITTALS AND APPROVALS

No building shall be erected on any lot until the design and location thereof have been approved in writing by Developer or a person of architectural training and ability appointed by Developer. At such time as all of the lots in the subdivision have been sold to individuals or entities other than Developer, or an entity controlled by Developer, or at such earlier time as Developer may elect, the right to approve all further construction on other items contained herein shall shift from Developer to an Architectural Review Board (Board) comprised of all of the then current lot owners in the subdivision. Thereafter, said board shall be comprised of all future owners of lots within the subdivision. Nothing herein contained shall be construed as a diminution in Developers authority to make all reviews and approvals as contemplated herein until the Architectural Review Board assumes said duties pursuant to the terms hereof.

All matters herein requiring the approval of the Developer or the Architectural Review Board by the terms of this instrument, shall be submitted to the Developer or board in writing, accompanied by such specifications, details and other documents as are reasonably required by it to make a proper decision. In order to insure that the homes and other buildings will have a uniform high standard

of construction, and that the development will be comprised of high quality custom homes, Developer and board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. Developer and board shall approve or disapprove such written submission or application for approval, in writing within thirty (30) days after its receipt of the same, and a failure by Developer or the Architectural Review Board to so act within said thirty (30) day period shall constitute approval fo the submitted plans.

F. LIMITS, MODIFICATIONS AND ENFORCIBILITY

1. Developer reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the majority of the then owners of the property with The Lake of the Woods subdivision agreeing to such amendment, change, cancellation or addition.

The restrictions contained herein shall be deemed as covenants running with the land and not as conditions, and shall be binding upon all owners of any part of the

property herein described and all persons claiming under them; and

Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

2. If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to Developer, the enforcement of the provisions of this Article I would work a hardship, Developer may modify such provisions. Such modification shall be granted by Developer if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to Developer in writing with the sufficient plans, specification and evidence required or requested by the Developer to render a modification. Construction or improvement shall not commence until written approval is granted by the Developer.

3. Developer reserves to himself and his successors and assigns, the right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utilities facilities in and upon all highways and streets, now existing or hereafter established, upon which any portion of this subdivi-

sion which now or hereafter may front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between the Developer and the public utility companies and authorities.

4. Developer reserves the right for himself, his agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.

5. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successors of such person or entity, who is or becomes an owner of any lot in this subdivision as well as Developer, his successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of this subdivision and the protection of all present and future owners of any part of the subdivision. Failure of Developer, to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of

Developer to enforce said restrictions or to prevent violations thereof shall in no event make Developer liable for such failure, refusal or neglect.

6. Developer or Owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the Summit County Engineer or the City of Akron.

II. COMMON AREAS AND HOMEOWNERS ASSOCIATION

A. As lots are transferred from Developer, or entities owned or controlled by Developer, all lot owners shall become members of Lake of the Woods Homeowners Association, Inc., which will be formed subsequent to the transfer of the first lots. Each lot owner required to become a member of the Association pursuant to the terms hereof, shall participate fully in and become subject to all of the rules, regulations, assessments and contractual obligations of such Association which may be enacted at any time hereafter.

B. Each lot owner who is to become a member of the Lake of the Woods Homeowners Association, Inc. shall pay to said Association a minimum yearly maintenance assessment of Fifty and 00/100 Dollars (\$50.00) per year which assessment shall be used to maintain the common areas within the development, including but not limited to any lakes or ponds created or to be created as part of the Storm Water Management Plan. See Exhibit "A". The Lake of the Woods

Homeowners Association, Inc. shall have the right to increase said monthly assessments to collect increased costs or necessary increased maintenance, but in no event shall said monthly assessment be decreased below the fifty and 00/100 Dollars (\$50.00) per year, per lot assessment.

Notwithstanding the foregoing, no modification or amendment to the yearly maintenance assessment or to the scope of the work contemplated by the current anticipated maintenance requirements until detailed in Exhibit "A", shall be effective unless amended or modified by the members of The Lake of The Woods Homeowners Association, Inc. in accordance with the By-Laws and rules of said Association.

IN WITNESS WHEREOF, Anthony A. Petrarca, Trustee, has hereunto set his hand as of this 23rd day of Feb 1984.

Signed and Acknowledged
in the presence of:

Alfred J. State
Alfred G. Se 2

ANTHONY A. PETRARCA, TRUSTEE

Anthony A. Petrarca, trustee

State of Ohio)
Summit County) SS

Before me, a Notary Public, in and for said County and State, appeared the above named Anthony A. Petrarca, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I here hereunto set my hand and official seal at Akron, Ohio, this 23rd day of Feb, 198 4.

A handwritten signature in cursive script, reading "Frances A. Puleo". The signature is written in black ink on a light-colored background.

Notary Public

EXHIBIT "A"
 Maintenance Costs
 (1983 Estimated Values)

A. 1½ Acre Lake (Storm Water Management - Retention)

1. Sediment Removal (8 year intervals)

Dredging	$\frac{3000 \text{ CY}}{8 \text{ years}}$	x 3.00 yd	=	\$1,125.00
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2.	Landscape repair (Easement area)	=	\$ 875.00
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3.	Water Treatment 2 times @ \$500.00	=	\$1,000.00
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B. Common Area Maintenance

1.	Boulevard Entrance Landscaping @ Smith Road, Maintenance & Renewal	=	\$1,000.00
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C. Contingency - Miscellaneous Items, Inflation \$ 200.00

\$4,200.00

84 lots x \$50.00 year		=	\$4,200.00
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