
Lake of the Woods Homeowners Association

Legal Framework Comparison Report

1984 Original Declaration & Bylaws

vs.

2026 Draft 6 Amended & Restated Declaration & Bylaws

Prepared for: Our Neighborhood

Date: March 25, 2026

Summit County, Akron, Ohio

IMPORTANT DISCLAIMER: This report is provided for informational and educational purposes only. It does not constitute legal advice. The analysis contained herein reflects a layperson's review of publicly available legal documents and Ohio statutes. For legal advice regarding your specific situation, please consult a licensed Ohio attorney who specializes in real estate or HOA law.

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I. Executive Summary

The Lake of the Woods HOA board is proposing a complete replacement of the community's original 1984 governing documents with new "Amended and Restated" versions. This is not a minor update - it is a ground-up rewrite that would fundamentally change how the HOA operates.

The original documents were relatively simple: a 19-page Declaration and a 15-page set of Bylaws written in 1984 by the original developer. The proposed replacements are dramatically more detailed: a 47-page Declaration and a 34-page set of Bylaws. Together, they more than double the length of the governing documents and introduce dozens of new rules, powers, and restrictions that did not previously exist.

■ *Verify: 1984 Declaration (full doc, 19 pp.); 1984 Bylaws (full doc, 15 pp.); 2026 Draft Declaration (full doc, ~51 pp.); 2026 Draft Bylaws (full doc, ~34 pp.)*

Key Takeaways:

- **Shift in Legal Framework:** The 2026 documents bring the HOA under Ohio's Planned Community Act (ORC Chapter 5312), a statute that did not exist when the original documents were written in 1984. This is a significant modernization. *[2026 Draft Decl., Recitals, p. 1; Art. I, pp. 2-5]*
- **Massive Expansion of Restrictions:** The 1984 Declaration had roughly a dozen property use rules. The 2026 Draft has over 30 detailed restrictions, including bans on drones, artificial turf, and short-term rentals (like Airbnb), plus occupancy limits, sex offender residency bans, and strict home office regulations. *[1984 Decl., Restrictions, pp. 3-8; 2026 Draft Decl., Art. IV, §3(a)-(ff), pp. 10-24]*
- **More Board Power, Less Owner Control:** The board gains broad new enforcement powers, the ability to levy fines and "enforcement assessments," the power to enter your property to fix violations at your expense, and the authority to suspend your voting rights. The board can also raise assessments without a homeowner vote (the 1984 documents required a 66 2/3% owner vote to increase dues). *[2026 Draft Decl., Art. VII, pp. 28-32; Art. XII, pp. 42-44; Art. X, §6, pp. 37-38; 1984 Decl., Assessment section, pp. 9-11]*
- **Special Amendment Power:** The board can amend the Declaration and Bylaws without any owner vote for seven enumerated purposes. Each homeowner is deemed to have granted the board a power of attorney to consent to these Special Amendments on the owner's behalf. *[2026 Draft Decl., Art. XI, §2(a)(i)-(vii), pp. 40-41; §2(c), p. 41]*
- **Owner Challenge Limitations:** If you challenge an amendment in court and lose, you must pay the Association's attorney fees and the Association can levy an enforcement assessment against your property. *[2026 Draft Decl., Art. XI, §3, pp. 41-42]*
- **Developer Rights Eliminated:** The original developer's Class B membership and special veto powers are removed, which is a positive change for homeowners. *[1984 Bylaws, Art. II, pp. 1-2; 2026 Draft Bylaws, Art. II, pp. 3-4]*

II. Background and Context

Lake of the Woods is a planned residential community in Summit County (Akron), Ohio, consisting of 84 single-family lots. The community was established in 1984 when developer Anthony A. Petrarca recorded the original Declaration of Restrictions and Covenants and the homeowners association was incorporated as an Ohio nonprofit corporation.

■ *Verify: 1984 Declaration, opening paragraph and Exhibit A (legal description), pp. 1-2*

The original documents were drafted under the legal framework available in 1984. At that time, Ohio did not have a specific statute governing planned communities. In 2010, Ohio enacted the Planned Community Act (Ohio Revised Code Chapter 5312), which created a comprehensive statutory framework for HOAs. The 2026 proposed documents explicitly bring the Lake of the Woods HOA under this newer statute. *[ORC Ch. 5312; 2026 Draft Decl., Recitals, p. 1]*

The proposed documents are labeled "Amended and Restated," which is important legal terminology. This means they completely replace the originals rather than simply modifying specific sections. If adopted, the 2026 documents become the sole governing authority, and the 1984 versions are superseded in their entirety (though Section 3 of Article XIV states that restrictions from the original Declaration that are not inconsistent with the new documents survive). *[2026 Draft Decl., title page; Art. XIV, §3 (Existing Restrictions), p. 45]*

Documents at a Glance:

Feature	1984 Originals	2026 Draft 6
Declaration Length	~19 pages	~47 pages
Bylaws Length	~15 pages	~34 pages
Ohio Statute Referenced	ORC Chapter 1702 (Nonprofit Corp.)	ORC Chapters 5312 and 1702
Defined Terms	Informal definitions	27 formally defined terms
Membership Classes	Class A (owners) + Class B (developer)	Single class (all owners equal)
Annual Assessment	\$50/year minimum (set in 1984)	Board-determined amount (no cap)
Property Restrictions	~12 basic rules	30+ detailed restrictions

III. Declaration Comparison: Key Changes

A. Legal Framework and Structure

The most fundamental change is bringing the HOA under Ohio's Planned Community Act (ORC Chapter 5312). The 1984 documents were written before this law existed and only referenced ORC Chapter 1702 (the Nonprofit Corporation Act). The 2026 documents reference both Chapter 5312 and Chapter 1702. *[1984 Bylaws, Preamble, p. 1; 2026 Draft Decl., Recitals, p. 1; Art. I, pp. 2-5]*

What this means for you: ORC 5312 provides certain statutory protections for homeowners, such as requiring that association records be available for inspection and establishing minimum standards for governance. However, it also gives the HOA more defined legal authority over the community. Bringing the HOA under this statute is generally considered a positive modernization, as it replaces an informal governance structure with one backed by state law.

B. Membership and Voting Rights

Topic	1984 Original	2026 Draft 6
Membership Classes	Two classes: Class A (homeowners, 1 vote per lot) and Class B (developer, 1 vote per lot)	Single class: all lot owners with dwellings get 1 vote per lot. Developer class eliminated.
Voting Eligibility	All lot owners can vote	Only owners in "Good Standing" (current on assessments) can vote. Undeveloped lots cannot vote.
Voting Methods	In person or by proxy only	Three methods: in-person/proxy, mail/electronic, or combination
Quorum	20% of each class	Not explicitly stated in Declaration (covered in Bylaws)

Impact: Eliminating the developer's Class B membership is a clear win for homeowners - it removes the original developer's outsized control. However, the new "Good Standing" requirement means that if you fall behind on assessments, you lose your right to vote. This gives the board leverage over homeowners who dispute their dues.

■ *Verify: 1984 Bylaws, Art. II, pp. 1-2; 2026 Draft Decl., Art. III, §1, p. 7; 2026 Draft Bylaws, Art. II, §1, pp. 3-4; "Good Standing" defined in 2026 Draft Decl., Art. I, p. 3*

C. Property Use Restrictions

This is where the most dramatic expansion occurs. The 1984 Declaration had approximately 12 basic restrictions. The 2026 Draft expands this to over 30 detailed subsections (labeled a through ff). Below is a summary of the most significant new restrictions: *[1984 Decl., Restrictions, pp. 3-8; 2026 Draft Decl., Art. IV, §3(a)-(ff), pp. 10-24]*

Restriction	1984 Rule	2026 Proposed Rule
Residential Use	Single-family residential only	Same, but now with detailed definitions and 8-condition home office rules

Restriction	1984 Rule	2026 Proposed Rule
Minimum Size	1,800 sq ft minimum	Same requirement retained
Short-Term Rentals	Not addressed	Banned entirely. Minimum 12-month lease terms. No Airbnb, VRBO, etc.
Occupancy Limits	Not addressed	Maximum 2 persons per bedroom
Drones	Not addressed	Banned unless for Association-authorized purposes
Artificial Turf	Not addressed	Prohibited
Sex Offender Ban	Not addressed	Registered sex offenders prohibited from residing in community
Solar Panels	Not addressed	Permitted but subject to Board-approved guidelines
Signage	No signs except 'For Sale'	Detailed rules with specific size limits; political signs addressed
Vehicle Restrictions	Basic - no commercial vehicles, boats stored behind house	Expanded - specific rules for RVs, commercial vehicles, inoperable vehicles, parking on lawns
Wildlife Feeding	Not addressed	Prohibited (feeding wildlife on your property)
Association Name	Not addressed	Cannot use HOA name in any publication without Board approval
Exterior Maintenance	Keep property in good repair	Detailed "Covenant of Good Maintenance" with specific standards; Board can enter and fix at your expense

Impact: Many of these restrictions reflect modern community management trends. However, the sheer volume of new rules significantly limits what homeowners can do with their own property. The ban on short-term rentals eliminates a potential income source. The occupancy limits and home office restrictions could affect how you live in your home day-to-day.

D. Architectural Control

Under the 1984 documents, the developer (or his successor) had to approve any exterior changes, and an Architectural Review Board of 3 homeowners was established. The 2026 documents give this power directly to the Board of Directors.

Feature	1984	2026 Draft
Who Approves	Developer/successor Trustee, then Architectural Review Board (3 homeowners)	Board of Directors has final authority
If No Response	Deemed APPROVED after 30 days	Deemed DENIED if no response in 30 days
Scope	Exterior additions, changes, modifications	Any change to exterior, including landscaping, paint color, additions, fences, etc.

Impact: The reversal of the "no response" default is particularly significant. Under the current rules, if the board does not respond to your request within 30 days, it is automatically approved. Under the proposed rules, silence means denial. This shifts the burden entirely onto homeowners to chase the board for responses.

■ Verify: 1984 Decl., Restrictions §4, pp. 4-5 (approval/ARB); 2026 Draft Decl., Art. V, §2, p. 25 (30-day denial default)

E. Assessments and Financial Provisions

Feature	1984	2026 Draft
Regular Assessment	\$50/year minimum for 84 lots (~\$4,200/year total budget)	Board determines amount annually. No cap or ceiling specified.
Increase Requires	66 2/3% vote of members	No owner vote required. Board sets budget and assessment amounts unilaterally.
Special Assessments	Allowed with member approval	Board can levy at any time without owner vote
Enforcement Assessments	Did not exist	New category: fines and costs for violations can be levied against your lot as an assessment
Lien for Unpaid Dues	Basic lien provisions	Detailed lien provisions; 5-year lien validity; Association can foreclose on your property
Reserve Funds	Not required	Board required to maintain reserve funds for replacements and contingencies

Impact: This is one of the most consequential changes. Under the current rules, the board cannot raise your annual dues without a supermajority (66 2/3%) vote of homeowners. Under the proposed

rules, the board can raise assessments to any amount it deems necessary without asking for a single homeowner's vote. The introduction of "enforcement assessments" also means that violations can result in direct financial charges against your property, creating a lien that could ultimately lead to foreclosure.

■ *Verify: 1984 Decl., Assessment section, pp. 9-11 (\$50/yr, 66% vote); 2026 Draft Decl., Art. VI, §1-2, pp. 28-29 (Board-set assessments); Art. VII, §1-4, pp. 30-32 (liens, enforcement assessments, foreclosure)*

F. Insurance Requirements

The 1984 Declaration did not include any insurance requirements. The 2026 Draft adds a comprehensive Article IX on insurance, which is entirely new.

New requirements include: each owner must maintain property insurance on their dwelling; the Association must maintain property insurance on common elements; all policies must cover 100% replacement cost; the Association must carry at least \$1 million in public liability insurance; fidelity bonding is required for anyone who handles Association funds; and a waiver of subrogation applies (meaning you cannot sue a neighbor whose insured loss damages your property if insurance covers it).

Impact: Mandatory insurance requirements protect the community, but they also create new obligations for homeowners. You must maintain adequate property insurance at all times, and the cost of the Association's insurance policies will be part of your assessments. *[2026 Draft Decl., Art. IX, pp. 35-37; ORC §5312.09]*

G. Easements

The 1984 documents contained basic utility easement provisions. The 2026 Draft adds a comprehensive Article X with 9 sections covering encroachments, accessibility, utilities, enjoyment rights, right of entry for maintenance, service easements, power of attorney for easement recording, and preservation of existing easements.

A notable new provision is the Right of Entry (Section 6), which gives the Association and its agents the right to enter your lot for maintenance, repair, and restoration. In emergencies, they can enter without notice. Otherwise, they must give at least 48 hours' advance notice. Any costs the Association incurs due to your failure to comply with the Declaration can be assessed against your lot.

Another significant new provision is the Power of Attorney (Section 8): by accepting a deed to a lot, each owner appoints the Association President as their attorney-in-fact to execute deeds of easement and related instruments on their behalf. This power is irrevocable. [2026 Draft Decl., Art. X, §6 (Right of Entry), pp. 37-38; §8 (Power of Attorney), p. 39]

H. Amendment Process

Feature	1984	2026 Draft
Standard Amendment	Majority of owners must sign	Majority of total voting power must consent (in person, by proxy, or in writing)
Board-Only Amendments	Did not exist	Board can make "Special Amendments" without any owner vote for 7 enumerated purposes
Owner Challenges	Not addressed	Must file in court within 1 year. If you lose, you pay Association's attorney fees.
Bylaws Amendment	66 2/3% of both Class A and Class B	Majority of total voting power

The seven purposes for which the Board can make Special Amendments without owner approval include: meeting mortgage lender requirements, meeting insurance underwriter requirements, bringing documents into compliance with ORC 5312, correcting clerical or typographical errors, designating a successor agent for service of process, deleting discriminatory restrictions, and permitting electronic notice delivery.

Impact: While some Special Amendment purposes are reasonable (correcting typos, removing discriminatory language), others are broadly worded. "Bringing documents into compliance with ORC 5312" could potentially justify significant changes. Additionally, each owner is deemed to have granted the Board an irrevocable power of attorney to consent to these Special Amendments. The loser-pays provision for challenges creates a strong financial deterrent against homeowners contesting Board actions.

■ Verify: 1984 Decl., Amendment provision, p. 12; 2026 Draft Decl., Art. XI, §1, p. 40 (standard amendment); §2(a)(i)-(vii), pp. 40-41 (Special Amendments); §2(c), p. 41 (power of attorney); §3, pp. 41-42 (challenges)

I. Enforcement and Remedies

The 1984 documents had minimal enforcement provisions. The 2026 Draft adds a comprehensive Article XII that gives the Board significant enforcement powers:

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- **Right to Enter Property:** The Board can enter your lot (including the exterior of your dwelling, but not the interior) to abate violations at your expense.
 - **Legal Action:** The Board can pursue injunctions and other legal remedies in court.
 - **Enforcement Assessments:** The Board can levy fines and charge all enforcement costs (including attorney fees) against your lot as a special assessment.
 - **Cure by Association:** If you fail to maintain your property, the Board can hire contractors to do the work and bill you for it, including attorney fees.
 - **Suspend Voting Rights:** The Board can suspend your voting privileges for any violation of the Declaration, Bylaws, or Association rules.

Impact: These enforcement tools are powerful. The combination of enforcement assessments (which create liens on your property), the right to enter your lot, and the ability to suspend your vote gives the Board significant leverage over any homeowner. While some enforcement authority is necessary for any HOA to function, the breadth of these powers is considerably greater than what exists in the current documents.

■ *Verify: 2026 Draft Decl., Art. XII (Enforcement), §1-5, pp. 42-44*

J. Notices and Communications

The 1984 documents had basic notice provisions. The 2026 Draft adds a full Article XIII covering modern communication methods. Notices to the Association must be sent by certified mail or delivered to specified officers. Notices to owners can be delivered personally, posted on the front door, sent by certified mail, or delivered electronically (if the owner has given written consent to receive electronic notices). If electronic delivery fails twice consecutively, the Association must revert to physical delivery methods.

K. General Provisions

The 2026 Draft adds several new general provisions in Article XIV:

- **Duration:** The covenants are perpetual (no expiration date). The 1984 documents did not specify a duration.
- **Severability:** If any single provision is found invalid by a court, the rest of the document remains in effect.
- **Scrivener's Corrections:** The Board reserves the right to make corrections to the documents for typographical or scrivener errors, even if the person making the correction does not own property in the community. The correction must not materially affect ownership or voting interests.
- **Liberal Interpretation:** The documents are to be "liberally construed" to create a "first class community" in concert with the "Community Standard." This gives broad interpretive latitude.

IV. Bylaws Comparison: Key Changes

A. Board Structure and Governance

Feature	1984 Bylaws	2026 Draft Bylaws
Board Title	Board of Trustees	Board of Directors
Board Size	3 to 7 Trustees	Fixed at 3 Directors
Term Length	3-year staggered terms	3-year staggered terms (unchanged)
Board Meetings	Minimum 2 per year	Minimum quarterly (4 per year)
Executive Sessions	Not addressed	Permitted for sensitive matters (legal, personnel, violations)
Board Removal	75% of total votes to remove	Two methods: Board majority for cause (5 enumerated grounds), or members by majority vote with/without cause
Nomination Process	Not detailed	Detailed process with 20-day deadline before annual meeting; secret ballot required
Conflict of Interest	Not addressed	Detailed conflict of interest rules with disclosure and recusal requirements

Impact: Fixing the board at exactly 3 members (down from a range of 3-7) means a smaller governing body. With only 3 directors, any 2 directors constitute a majority and can make decisions. The addition of executive sessions allows the board to meet privately, which could reduce transparency. However, the new conflict of interest rules and detailed removal procedures are improvements.

■ Verify: 1984 Bylaws, Art. IV, pp. 4-7; 2026 Draft Bylaws, Art. III, §1, p. 5 (3 Directors); §5, pp. 7-8 (removal); §8, p. 9 (quarterly meetings); §9, pp. 10-11 (conflict of interest)

B. Meetings and Voting Procedures

Feature	1984 Bylaws	2026 Draft Bylaws
Annual Meeting	First Wednesday of January	Flexible window: January through April
Special Meeting Threshold	10 members or Board majority	50% of total voting power required
Meeting Notice	10 days minimum	15 days minimum
Voting Methods	In person or proxy only	In-person/proxy, mail/electronic ballot, or combination
Election Method	Not specified	Secret ballot with dual-envelope mail ballot system

Impact: The increase in the special meeting threshold from 10 members to 50% of voting power makes it much harder for homeowners to call a special meeting. In an 84-lot community, you previously needed just 10 homeowners; now you would need 42. This effectively gives the board more control over when meetings happen. The addition of electronic and mail voting is a positive modernization.

■ *Verify: 1984 Bylaws, Art. III, §1-2, p. 3 (annual meeting, special meetings); 2026 Draft Bylaws, Art. VIII, §1-2, p. 17 (annual meeting, special meetings); §8-9, pp. 19-22 (voting methods)*

C. Officers and Committees

Both documents provide for the standard officer positions (President, Vice President, Secretary, Treasurer). The 2026 Draft adds that no Director or Officer receives compensation. It also adds detailed committee provisions, allowing the Board to create committees as needed, and establishes that committee members are protected by the same indemnification provisions as Directors.

D. Financial Management

The 2026 Bylaws contain significantly more detailed financial provisions. The Board is required to prepare an annual budget with a "good faith estimate" of common expenses, including a reasonable reserve for contingencies and replacements. Assessments are due by January 31 each year (or another date set by the Board). If the Board does not notify owners of a change in assessment amount by January 1, the prior year's amount remains in effect.

The Bylaws also contain detailed provisions on assessment liens, lien priority (subordinate only to property tax liens and first mortgages), foreclosure procedures, and the ability to pursue owners personally for unpaid assessments even after foreclosure. Any surplus at year-end goes into a reserve account rather than being returned to owners.

The Board has 23 enumerated powers in Article VII, compared to a much shorter list in the 1984 documents. These powers include hiring management companies, entering utility contracts on behalf of all owners, acquiring and disposing of real property (with member approval for real property transactions), and broad authority over common element maintenance.

E. Indemnification

The 2026 Bylaws add an entirely new Article VI on Indemnification, which did not exist in the 1984 Bylaws. This provides that Directors, Officers, and committee members are indemnified by the Association (meaning the Association pays their legal expenses) for any claims arising from their service, except in cases of willful misconduct or bad faith. The Association is also required to purchase Directors and Officers liability insurance.

Impact: The cost of this indemnification and insurance is paid through your assessments. While D&O insurance is standard practice for modern HOAs, it is a new expense for this community.

V. Legality Assessment Under Ohio Law

The following assessment examines whether the proposed changes appear to comply with Ohio law. This is not legal advice, and a licensed attorney should review these documents before they are adopted.

A. Provisions That Appear Generally Legal

- **Adoption of ORC 5312:** Bringing the HOA under the Planned Community Act is explicitly contemplated by the statute and is legal.
- **Elimination of Developer Class B:** Removing the developer's special membership class is permissible and is common as communities mature.
- **Property Use Restrictions:** Ohio courts have generally upheld reasonable HOA restrictions on property use, including rental restrictions and architectural control. Most of the proposed restrictions (minimum lot size, single-family use, vehicle rules, etc.) are standard for Ohio HOAs.
- **Assessment Authority:** Under ORC 5312, the Board may levy assessments as provided in the declaration and bylaws. Giving the Board authority to set assessment amounts without a member vote is permitted if the declaration authorizes it.
- **Lien Provisions:** ORC 5312.12 explicitly authorizes HOA liens for unpaid assessments. The lien and foreclosure provisions in the 2026 Draft track the statutory requirements.
- **Insurance Requirements:** ORC 5312.09 requires planned communities to maintain certain insurance. The proposed insurance provisions largely track these statutory requirements.
- **Indemnification:** Director and officer indemnification is permitted under ORC 1702.12(E) for nonprofit corporations.
- **Electronic Voting and Notices:** ORC 5312 permits the use of "authorized communications equipment" for meetings and voting. Electronic notice delivery is also permitted under the statute.
- **Reserve Funds:** Maintaining reserves for future repairs is considered best practice and is permitted under Ohio law.

B. Provisions Requiring Closer Legal Scrutiny

While most provisions appear facially legal, several deserve closer examination by a qualified attorney:

1. Sex Offender Residency Ban

While several Ohio HOAs include such bans, they face potential challenges under the Fair Housing Act (FHA). Courts across the country are split on whether blanket sex offender bans in HOAs violate fair housing principles, particularly as they relate to familial status protections. Ohio courts have not definitively ruled on this issue in the HOA context. This provision could expose the Association to legal liability if challenged.

2. Board's Special Amendment Power and Power of Attorney

The provision granting the Board authority to amend the Declaration without a member vote, combined with the irrevocable power of attorney each owner supposedly grants the Board to consent to such amendments, is aggressive. While ORC 5312.05 allows declarations to specify amendment procedures, a court might view this power of attorney as overreaching, especially regarding the broadly worded purpose of "bringing documents into compliance with ORC 5312." An owner could argue this provision was not truly consented to

if it was embedded in a package vote on the entire amended document.

3. Loser-Pays Provision for Amendment Challenges

The provision requiring a homeowner who unsuccessfully challenges an amendment to reimburse the Association's attorney fees and be subject to an enforcement assessment could be viewed as a deterrent to legitimate legal challenges. While Ohio generally follows the "American Rule" (each party pays their own fees), contractual fee-shifting provisions are usually enforceable. However, a court might scrutinize whether this provision unconscionably limits access to the courts.

4. Suspension of Voting Rights

The Board's power to suspend voting rights both for assessment delinquency and as an enforcement remedy for violations is concerning. While ORC 5312 does not expressly prohibit this, stripping an owner's vote for minor violations could be challenged as unreasonable. Voting rights tied to "Good Standing" (being current on assessments) are more commonly accepted in Ohio HOA practice.

5. Occupancy Limits (2 Per Bedroom)

While occupancy limits are generally legal, they must not discriminate against families with children under the Fair Housing Act. A strict 2-per-bedroom rule could be challenged as discriminatory against larger families. HUD has stated that a blanket 2-per-bedroom policy is not, by itself, reasonable, and that factors like room size and configuration must be considered.

6. Assessment Increases Without Owner Vote

While legally permissible if authorized by the declaration, removing the owner vote requirement for assessment increases (previously requiring 66 2/3% approval) is a significant reduction in homeowner financial protection. The lack of any cap or percentage limit on annual increases means the Board could theoretically impose large increases.

7. Right of Entry and Cure by Association

The Board's right to enter property, perform work, and charge the owner is a common HOA provision but must be exercised reasonably. If the Board were to abuse this power, an owner could challenge the specific action as unreasonable.

8. Scrivener's Correction Power

Allowing corrections by someone who does not own property in the community, with the only limitation being that changes must not "materially affect" ownership or voting, introduces some risk. What constitutes a "scrivener error" versus a substantive change could be disputed.

VI. HOA Dissolution Process in Ohio

Dissolving an HOA in Ohio involves two separate but related legal processes. It is important to understand both because they address different things:

Path 1: Terminating the Planned Community Declaration

This is the process of ending the covenants, conditions, and restrictions (CC&Rs) that run with the land. Under ORC 5312.05, terminating a planned community declaration requires the **unanimous consent of all owners**. This is an intentionally very high bar - every single homeowner in the community must agree. Even one holdout prevents termination. *[ORC §5312.05]*

If the declaration itself specifies a different termination process, that process may apply, but the 2026 Draft does not include a termination provision (it states the covenants are perpetual). Under the 1984 documents, there is no specific termination process either.

Path 2: Dissolving the Nonprofit Corporation

The HOA itself is organized as an Ohio nonprofit corporation under ORC Chapter 1702. Dissolving the corporate entity is a separate process from terminating the declaration. Under ORC 1702.47, the voting members can adopt a resolution of dissolution by the **affirmative vote of a majority of the voting members** present in person (or by proxy/mail if permitted), provided a quorum is present. *[ORC §1702.47]*

The steps for corporate dissolution include:

1. Hold a properly noticed meeting of members specifically for the purpose of voting on dissolution.
2. Adopt a resolution of dissolution by majority vote of those present (with quorum).
3. File a Certificate of Dissolution with the Ohio Secretary of State.
4. Provide proof that all employees and taxes have been paid, or file a signed affidavit with the effective date of dissolution.
5. Publish a notice of dissolution once per week for two consecutive weeks in a newspaper of general circulation in Summit County.
6. Send written notice of dissolution to all known creditors and claimants.
7. Settle all debts and obligations of the Association.
8. Distribute any remaining assets according to the governing documents.
9. File appropriate documents with the Summit County Recorder's Office.

Important Distinction:

Dissolving the nonprofit corporation (the HOA entity) does not automatically terminate the covenants and restrictions that run with the land. Those covenants were recorded against the property in the county recorder's office and continue to bind all lot owners even if the HOA corporation ceases to exist. To fully "dissolve" the HOA in the practical sense most people mean - eliminating both the organization and the rules it enforces - you would need to both dissolve the corporation AND terminate the declaration (which requires unanimous consent).

As a practical matter, dissolving an HOA in Ohio is very difficult because of the unanimous consent requirement for terminating the declaration. If even one homeowner out of 84 wants to keep the HOA, the covenants remain in effect. This is why most HOA reform efforts focus on changing the governing documents rather than eliminating the HOA entirely.

VII. Summary of Impact on Homeowners

The following table summarizes how the proposed changes affect homeowners in practical terms:

Area	Positive Changes	Concerns
Governance	Developer control eliminated; conflict of interest rules added; detailed nomination/election process; quarterly Board meetings	Board fixed at only 3; executive sessions reduce transparency; 50% threshold to call special meetings is very high
Financial	Reserve fund requirement protects community assets; more transparent budgeting process	Board can raise dues without any owner vote; enforcement assessments can create liens; no cap on increases
Property Rights	Solar panels allowed; electronic voting modernizes participation; insurance protections	30+ new restrictions on property use; short-term rental ban; silence = denial for architectural requests; Board can enter property and do work at your expense
Legal Protections	ORC 5312 provides statutory framework; severability clause; indemnification protects volunteer Board members	Loser-pays for challenges; Board amendment power without vote; irrevocable power of attorney provisions; voting rights can be suspended
Community Standards	Clear expectations for maintenance; defined enforcement process with notice requirements; modern communication methods	"Community Standard" and "liberal interpretation" give Board broad discretion; perpetual duration with no sunset clause

VIII. Conclusion

The proposed 2026 Amended and Restated Declaration and Bylaws represent a comprehensive modernization of the Lake of the Woods HOA's governing documents. Many of the changes are reasonable updates that reflect 40 years of evolution in HOA law and community management practice. The elimination of developer control, adoption of ORC Chapter 5312, addition of electronic voting, formalized election procedures, conflict of interest rules, and insurance requirements are all positive developments.

However, the proposed documents also significantly concentrate power in the Board of Directors at the expense of individual homeowner autonomy. The removal of the owner vote requirement for assessment increases, the Board's special amendment power, the broad enforcement tools (including entering property, levying fines, and suspending votes), and the financial penalties for challenging Board actions together create a governance structure with considerably less homeowner oversight than the current documents provide.

Homeowners considering how to vote on these amendments should weigh the benefits of modernization against the reduction in individual property rights and financial protections. Key questions to ask the Board include:

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- Will there be any cap or limit on annual assessment increases?
 - Can the "silence equals denial" default for architectural requests be changed to a shorter response deadline with deemed approval?
 - Can the special meeting threshold be lowered from 50% to something more achievable (e.g., 25%)?
 - Can the loser-pays provision for amendment challenges be removed or softened?
 - What safeguards exist against potential abuse of the Board's enforcement assessment and lien powers?
 - Has the sex offender ban been reviewed by legal counsel for Fair Housing Act compliance?
 - Can the special amendment power of attorney provision be narrowed to only the most clearly necessary purposes?

This report was prepared on March 25, 2026 based on a review of the following documents: (1) Lake of the Woods Restrictions and Covenants, recorded March 23, 1984; (2) Lake of the Woods Homeowners Association Code of Regulations (Bylaws), dated 1984; (3) Draft 6 - Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated March 22, 2026; (4) Draft 6 - Amended and Restated Bylaws (Code of Regulations), dated March 22, 2026. Legal references include Ohio Revised Code Chapters 5312 (Planned Community Act) and 1702 (Nonprofit Corporation Act).

This document is for informational purposes only and does not constitute legal advice. Consult a licensed Ohio attorney for advice specific to your situation.