

# **DECLARATION OF COVENANTS AND RESTRICTIONS**

**Amended through February 21, 2007**



**HOMEOWNERS ASSOCIATION, INC.**

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Strongsville OH 44136

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Edited by

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President, Woods HOA

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## INTRODUCTION

The Woods of Strongsville Homeowners Association is a covenanted community of 267 private living units: 179 detached homes on individual lots and 88 cluster homes, having 4 homes per unit. There are two sub-associations that govern issues particular to the cluster homes. Homes were intentionally situated in or near wooded tracts, including numerous common areas.

The following documents outline the covenants between the individual owner-members and their Association. They clarify the rights, privileges, obligations and responsibilities of the members. Also listed are the restrictions the members place upon themselves for the common goal of maintaining and improving the quality of life and property value within the Association.

A Code of Regulations (sometimes called bylaws) specifies the operating procedures of the Association. It details how the Board of Trustees acts on behalf of all the owner-members. The Code of Ethics for Trustees is included.

Each homeowner-member should familiarize him/her-self with these documents. They are an integral part of the deed to each home and have the binding force of law.

In the following documents clarifying additions and comments are shown in italics.

Updated information is available on the Association's website: [www.woodsofstrongsville.com](http://www.woodsofstrongsville.com)

## HISTORY

On January 15, 1979 the Drake Estates Home Owners Association, Inc. was incorporated by Sunrise Development Company to govern homes built on Walnut and Ash, immediately south of Drake Road. Apparently the Association never functioned as a corporation and ceased to exist.

On December 3, 1991 the Drake Estates Community Association, Inc. filed its documents and began operation with trustees/officers who were all employees or agents of Sunrise Development Company, the developer, and Pulte Homes, the builder. The name was changed to The Woods of Strongsville Homeowners Association, Inc. on March 18, 1998.

Various parcels of land were added by amendment to the original Declaration and acceptance by City Council as follows:

5A west to Ellsworth 19515	January 28, 1992
5B west to Ellsworth 19851	October 26, 1992
5C west to Waterford	August 5, 1993
Woodside Crossing North and South	September 3, 1993 (Builder is Bailey Homes)
Lyon Lane	December 14, 1995
Blue Spruce	January 24, 1996
Woodhaven and Westbrooke	June 9, 1997 (Builder is Bailey Homes)
4 lots each on Martins & Whitemarsh	March 29, 1999 (Houston Sub-Development ~ various builders)

The first Annual Meeting of the Association was held on February 23, 1994 and two homeowners were elected to the 5-person Board of Trustees. George Slogik of Martins Lane served as President and Patrick O'Leary of Ellsworth Drive served as Vice President.

Equipment was purchased in August 1994 by the developer and builder to furnish the Playground on Ellsworth. Additional equipment was purchased by the Association in 1999. Soccer Field equipment was added in 1995 and 1999. The Tennis Courts were equipped sometime in 1992.

A Directory of Homeowner Members was first published by Patrick O'Leary in 1995 and continued by him through 2003.

At the Annual Meeting on March 13, 1996 four additional homeowners were elected to the 7-person Board of Trustees. One Pulte employee served and held the majority vote.

In the fall of 1996 the number of homeowners exceeded 2/3 of the total planned units and the Association became completely self-governing. The brick entrance sign on Ellsworth at Pearl was purchased and erected by the Association.

In 1997 the Board assumed all managerial duties for the Association, terminating the services of Continental Management Company which had provided them since beginning of the Association.

The Woods successfully negotiated with Marriott Corp. in 1999 and Colabianchi Development in 2001 to remove commercial lots on Pearl from the Association. The financial settlements of \$82,000 established the Reserve Fund.

## **PRESIDENTS**

George Slogik (Martins)	1994-96
Ross Lombardo (Ellsworth)	1996-97
Patrick O'Leary (Ellsworth)	1997-99
Tom Newbould (Blue Spruce)	1999-2002
Patrick O'Leary (Ellsworth)	2002-04
Tom Newbould (Blue Spruce)	2004- current

Since 1999, 31 different neighbors have served on the Board of Trustees.

## **EDITOR**

Patrick H. O'Leary and his wife Pat moved into their Ellsworth home in September 1993. He was one of the first two homeowners elected to the Board of Trustees in February 1994. He held all the Association offices during ten years, including four years as President.

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

THE WOODS OF STRONGVILLE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 3<sup>rd</sup> day of December, 1991, by and between SUNRISE DEVELOPMENT, CO.(currently Forest City Enterprises of 50 Public Square, Cleveland, Ohio 44113), hereinafter referred to as the DECLARANT, and THE WOODS OF STRONGSVILLE, INC. of P.O. Box 361082, Strongsville, Ohio 44136 (formerly Drake Estates Community Association, Inc.), hereinafter sometimes referred to as the ASSOCIATION.

WITNESSETH: That

WHEREAS, the Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a Residential Community, to be called "The Woods of Strongsville", with permanent parks, playgrounds, open spaces, retention basins, recreational facilities and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and lines hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, THE WOODS OF STRONGVILLE HOMEOWNERS ASSOCIATION, INC. (formerly Drake Estates Community Association, Inc.) for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, Section 1 of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in this Declaration and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

### ARTICLE I ~ DEFINITIONS Section 1

The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

- a) "Association" shall mean and refer to THE WOODS OF STRONGVILLE HOMEOWNERS ASSOCIATION, INC.
- b) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of parties to this Declaration that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the common properties, storm sewers, and swales, as more fully set out herein, as does the Association or the Declarant.
- c) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.
- d) "Properties" shall mean and refer to the real property described in Article II, Section 1 of this Declaration.
- e) "Common Properties" shall mean and refer to that part of the Properties subjected to use for parks, playgrounds, open spaces, retention basins, recreation facilities and other common facilities and designated as common properties on the plat.

- f) "Declarant" shall mean and refer to Sunrise Development Co.
- g) "Living Unit" shall mean and refer to any townhouse, apartment, attached single family dwelling and detached single family dwelling located on a Lot, or any Condominium Unit shown on any recorded Condominium Declaration and drawing filed therewith.
- h) "Proposed Living Unit" shall mean and refer to living units proposed but not yet constructed or units under construction as shown on preliminary plans submitted by Developers or Builders and approved by the Strongsville Planning Commission. Where a parcel has been purchased by a Developer or Builder and no preliminary plan for that parcel has been submitted to the Planning Commission, then the number of Proposed Living Units shall be determined based on the maximum density permitted by the zoning code on the parcel.
- i) "Lot" shall mean and refer to any subdivision of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties.
- j) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section I of this Declaration.
- k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

## ARTICLE II ~ PROPERTY SUBJECT TO THIS DECLARATION

### Section 1 — The Properties

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, and is shown and described in Exhibit "A" attached hereto and made a part hereof.

### Section 2 — Common Properties

That part of the Properties subjected to use for parks, playgrounds, open spaces, retention basins, recreation facilities and other common facilities and designated as Common Properties on the plat.

### Section 3 — Mergers

Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

### Section 4 — Developers

It is the intention of the Declarant to convey portions of the properties (with the exception of the Common Properties and parcels developed by the Declarant) as blocks to various Developers/Builders for the subdivision and improvement of the blocks with various types of residential buildings in conformance with the municipal zoning ordinances.

Each Developer may create his own second tier of homeowners or condominium association to develop, maintain and administer the common areas of individual subdivisions and may also impose covenants and building use restrictions to supplement those contained in this Declaration, pertaining to such subdivision. Such additional covenants and restrictions

shall not conflict with those contained herein and in the case of any conflict, the provisions herein shall control.

### **Section 5 — Additional Land**

The Declarant is the owner of "Additional Land" adjoining the Properties which is described in Exhibit "B" attached hereto and made a part hereof. The Declarant, its successors and assigns, reserves the right, but not the obligation, to add all or any part of the Additional Land to the Properties by amendment hereto duly executed and recorded with the Recorder of Cuyahoga County without any action by the Association or its members, but with the consent of the City of Strongsville.

Subsequent amendments to this Declaration included all of these streets (except as noted): Ash 18388, Blue Spruce, Ellsworth, Elm 19462-19654, Hazen, Lyon, Martins, Northrup, Oliver, Walnut 18403-18759, Westbrooke, Whitemarsh, Woodhaven, Woodside Crossing North & South.

## **ARTICLE III ~ MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION Section 1 — Membership**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit or Proposed Living Unit which is subject to these Covenants and Restrictions, or who is a tenant of a Living Unit, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

### **Section 2 — Voting Rights**

Members shall be entitled to one vote for each Living Unit or Proposed Living Unit in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Living Unit or Proposed Living Unit, all such persons shall be members, and the vote for such Living Unit or Proposed Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Proposed Living Unit.

### **Section 3 — Articles and Code of Regulations of the Association**

The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES Section 1 — Members' Easement of Enjoyment**

Subject to the provisions of Section 6 of this Article IV, every Member or, instead of said Member, any tenant or lessee thereof who is in residence upon said Member's Living Unit shall have for himself, his immediate household and guests, as permitted by the Rules and Regulations, a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

### **Section 2 — Title to Common Properties: Duty to Maintain**

The Declarant shall retain the legal title to the Common Properties until such time as it has completed the improvements thereon or until such time as, in the opinion of the Declarant, the Association is able to maintain the same.

### **Section 3 — Declarant's Duty to maintain Common Properties and Storm Sewers and Swales**

The Declarant shall have the duty to maintain the Common Properties, storm sewers, and swales until such time as such improvements are installed, completed, and paid for in full, on any portion of the Common Properties and such portion is turned over to the Association.



Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete and other improvements in and/or on the Common Properties, storm sewers, and swales.

**Section 4 — City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales**

The City, as a third party beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 3 or 5 of this Article as the City deems necessary by Court action or any other means.

Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of either the Declarant or the Association, as they relate to the Common Properties and the authority to enforce these duties and obligations, shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the land included herein if they are more restrictive than the requirements set out within these Covenants and Restrictions.

**Section 5 — Association's Duty to Maintain Common Properties and Storm Sewers, Swales**

The Association shall have the same duty to maintain all Common Properties, storm sewers, and swales as does the Declarant, as set out in Section 3 of this Article, after title to the Common Properties has been conveyed to the Association.

**Section 6 — Extent of Members' Easements**

The rights and easements of enjoyment created by this Article IV shall be subject to the following:

- a) The right of the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- c) The right of the Association, in accordance with its Code of Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment during any period which such assessments remains in default, or for any infraction of such rules and regulations; and
- d) The right of the Association, to limit the number of guests of Members in or upon the Common Properties or any buildings or facilities located thereon; and
- e) The right of the Association to issue annual permits to Non-Members for the use of all or a part of the Common Properties, at such time and upon such terms as may be determined from time to time at a meeting of the Board of Trustees of the Association by the affirmative vote of a majority of the Board of Trustees; and
- f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy.

Section 7 — Extension of Privileges

A Member's right of enjoyment in the Common Properties and the facilities located thereon shall extend automatically to all his tenants and all members of their immediate families residing on any portion of the Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 6 of this Article IV, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purpose of the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

The Association reserves the right to grant easements on Common Properties for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville.

No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each Lot at any place that the City deems reasonably necessary in order to install or maintain, or to perform any other function or operation in accordance with such easement.

ARTICLE V ~ COVENANT FOR MAINTENANCE ASSESSMENT Section 1 — Creation of the Lien and Personal

Obligation of Assessment

Each Owner of any Living Unit or Proposed Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessment or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together thereon and costs of collection thereof as a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding the above, any Living Unit constructed and occupied, regardless of ownership, shall be deemed to covenant and agree to pay the Association the fees set out herein.

Section 2 — Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 — Basis and Maximum of Annual Assessments

The date of commencement of the annual assessment shall be based upon the date which the Common Properties or any portion thereof is conveyed by the Declarant to the Association. The annual assessment shall be \$100.00 per Living Unit or Proposed Living Unit. The assessment period shall be based on the calendar year. The Board of Trustees of the Association shall establish a budget and set the assessments for each year thereafter.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser or greater amount. Commercial properties within the Association will be assessed at a separate rate determined by the Board of Trustees.

#### Section 4 — Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees of the Association.

After the transfer of title to the Common Properties to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties on the real property or lots within the Development areas on an equitable basis to be determined by the City.

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

#### Section 5 — Date of Commencement of Assessments

Subject to the provisions of Section 3 of this Article V, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of February of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve(12).

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

#### Section 6 — Duties of the Board of Trustees

The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Proposed Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

#### Section 7 — Effect of Non-Payment of Assessment: Personal Obligation of the Owner: The Lien, Remedies of the Association

If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

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

#### Section 8 — Subordination of the Lien to Primary Mortgagee

The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if any, placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

#### Section 9 — Exempt Property

The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the City of Strongsville and devoted to public use; (b) All properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio; (c) All Common Properties.

#### Section 10 — Reserve Fund

The Association shall establish a restricted capital Reserve Fund with an initial principal of \$75,000 received from the separation of certain commercial properties. The Board of Trustees is to manage the Capital Fund to produce a steady and secure rate of return.

The Board may spend any or all of the annual interest on maintenance and capital expenses. The Board may not spend more than \$5,000 of the principal in any given year, without an affirmative vote of 2/3 of a majority of the homeowners, present in person or by proxy, at a duly called and held meeting.

### ARTICLE VI ~ ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be erected, placed or altered within the properties until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to an approved by the Board of Trustees in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types, project and street names, lighting, mail drop locations and structure, etc. Responsibility for Architectural Control as described above shall be exercised by the Board of Trustees of the Association, which shall retain the consulting services of a practicing architect with a degree in architecture from an accredited university.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only.

Neither the Association nor the Board of Trustees of the Association shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements. Neither the Association, the Board of Trustees, nor member or agent of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modification to any dwelling or other structure.

#### APPLICATION PROCESS for Architectural Review

- BEFORE you get a building permit from the city (to ascertain good and safe engineering), and BEFORE you commit time and money to a project, you must submit a written application to the Board and obtain WRITTEN APPROVAL.
- Applications are reviewed at the monthly Board meeting. Apply early to avoid delays.

- The City will hold your building permit application if you do not have prior Association approval.
- Written application to the Board of Trustees c/o Architectural Review must include these four (4) items:
  1. OUTLINE (with dimensions) of the proposed structure drawn on the topographical map of your lot, showing placement within your property and proximity to other lots and structures
  2. BIRD'S EYE VIEW of the structure (with dimensions) to show deck planking, walk pattern, etc.
  3. PROFILE VIEW (with dimensions) to show how the structure will look to a standing viewer
  4. TYPE of MATERIALS, COLOR and FINISH of the structure

#### ARTICLE VII ~ GENERAL RESTRICTIONS Section 1 — Antennas

The Federal Communication Commission (FCC) has adopted a rule preempting certain restrictions in governing documents concerning the installation, maintenance and use of direct broadcast satellite television broadcast and multipoint distribution service antennas (antennas). All antennas not covered by the FCC rule are prohibited. If acceptable quality signals may be received by placing antennas inside a dwelling, with unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited. The Association is authorized to enact its rules and regulations in the best interest of the Association pursuant to sections of state law and the governing documents permitting the Association to adopt and enforce rules concerning the installation, maintenance and use of antennas. Owners desiring to install an antenna shall complete a notification form and submit it to the Board of Trustees of the Association unless installation is routine. Enforcement of this section shall be in accordance with the governing documents or declaratory relief with the FCC included but not limited to the imposition of reasonable fines and recovery of costs of enforcement. If any provision of this section is ruled invalid, the remainder of the section shall remain in full force and effect.

#### Section 2 — Signs

No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by Builders and Developers and approved by the Association promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs may be permitted with the approval of the Board of Trustees of the Association.

City ordinance 1978-13 states: "No resident shall post more than two [2] temporary signs advertising a home sale ... not to exceed four and one-half square feet in area ... shall not be illuminated or animated":

- "One directional sign posted in the City right of way at the corner of the street where the sale is to be conducted."
- "One sign to be located on the lot where the sale is to be conducted."

#### Section 3 — Businesses

No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to Living Units used as model homes by Builders and Developers and as administrative offices of the Association.

#### Section 4 — Clotheslines

No clothing or any other household fabric shall be hung outside of any Living Unit.

#### Section 5 — Machinery

No machinery shall be placed or operated upon any Lot except such machinery as is used in construction and maintenance of a Living Unit.

#### Section 6 — Fences

- a) Fences or walls of any kind may not be erected or permitted to remain on Properties unless approved in writing by the Board of Trustees or unless originally constructed by the Declarant or with its written approval.
- b) Fences shall be constructed of treated wood of the following designs: board-on-board, open board, picket or split rail.

c) All fences may be finished with a clear, natural or neutral stain, except that, only picket fences of 4 feet or less may be painted white with written Board approval.

d) Fences of a height greater than 4 ft. shall require the written approval of each and every contiguous neighbor before Board consideration.

### Section 7 — Dumping

The Woods of Strongsville is fortunate to have many acres of wooded greenbelt, common area and wetlands throughout the association. These areas are for benefit of all residents. Wooded sections are generally maintained in a natural state. The Wetland areas have to be maintained in a natural state. Dangerous or hazardous conditions, such as partially fallen trees and large dead trees that could potentially cause damage to nearby homes are addressed by the Woods HOA tree service professionals. Compost piles and dumping of grass, leaves, branches, construction material, by any resident is not permitted in any common, wooded greenbelt, or wetland area. Responsible residents will be charged to remove the debris if so determined by the Board of Trustees. Residents are also not permitted to clear greenbelt areas or cut down trees. Reports of these activities should be made to the Board of Trustees via the Homeowner Hotline.

### Section 8 — Vehicle Storage

No automobile, truck, boat, recreational vehicle, airplane or vehicle or any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board of Trustees of the Association.

The Board of Trustees interprets “storage” as an uninterrupted period exceeding seventy-two hours.

- VEHICLE PARKING RESTRICTED HOURS — City ordinance 1973-95 PROHIBITS any vehicle standing or parking on any street between the hours of 2:00 - 6:00 AM.
- NO VEHICLE PARKING FIRE HYDRANT SIDE — City ordinance 1982-89 PROHIBITS any vehicle standing or parking at any time on the fire hydrant side of any residential street (“except within the circular area at the end of a cul-de-sac”).

### Section 9 — Guns, Explosions, Fishing, Hunting, Trapping, Poisoning

Unless written approval of the Board of Trustees of the Association is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees.

Ohio Revised Code 3743.80 prohibits the discharge of firearms, explosives or fireworks within City limits.

### Section 10 — Motorized Vehicles Off-road

No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the all-purpose trails or walkways.

Ohio Revised Code 4519.40 prohibits the operation of any “snowmobile, off-highway motorcycle, or all-purpose vehicle ... on any limited access highway or freeway or the right-of-way thereof ... on any private property, or in any nursery or planting area, without the permission of the owner.”

### Section 11 — Retention Basins

Boating, swimming, fishing, wading or any use requiring entry into the retention basins is prohibited unless expressly approved by the Board of Trustees of the Association. Dumping of refuse or any other form of pollution into the retention basins or surrounding areas is also prohibited.

### Section 12 — Pools

No above ground swimming pools are permitted on the Properties. Wading pools no more than two (2) feet in height, installed temporarily during the summer months, are permitted in rear yards.

### Section 13 — Building Sites

Construction trailers utilized by Builders and/or Developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of way or the Common Properties shall be graded and seeded as soon as possible by the Builder/Developer. Every reasonable effort shall be made by the Builder/Developer to keep the sites clear of debris.

### Section 14 — Mailboxes

- a) Mailbox and pedestal design must be approved in writing by the Board of Trustees.
- b) Mailboxes must have a factory-finished, enameled or powder-coated exterior of a dark color or a color matching the color scheme of the house. The mailbox is to be equipped with a pivoting, factory finished, red-colored flag.
- c) The Board recommends that mailboxes complement the Association's forest aesthetic by being covered with treated wooden slats, one (1) inch in width, wrapping the entire longitudinal surface of the mailbox unit, with the exception of the door, back and bottom.
- d) The mailbox shall be fastened to a four by four (4"x4") cross arm of treated lumber. The cross arm is fastened to a 4"x4" treated post that is sixty-five (65) inches long. The entire unit is to be set in the ground so as to restrict lateral movement, and so that the mailbox is forty-two (42) inches from the ground and parallel to the curb. Post should be set four (4) feet from the driveway apron.
- e) Tubes for the delivery of newspapers are to be fastened to the mailbox post or cross arm at such a height and angle to ensure convenient access from the delivery vehicle.
- f) Mailboxes set in pedestal units made of brick matching that of the house are permitted.
- g) One-piece mailbox + pedestal units made of plastic, rubber or resin, such as the Step-2 and Rubbermaid designs, are prohibited.
- h) Mailboxes and posts/pedestals that deviate from the standards above may not be erected or permitted to remain on any lot unless approved in writing by the Board of Trustees.

**FRONT YARD POST LAMPS** — City ordinance 1998-104 states: "On residential streets in subdivisions where a developer elected to illuminate ... with post lamps in front yards of residential properties in lieu of the installation of municipal street lighting, such post lamps shall be maintained in working order to provide illumination of the property and the public rights-of-way to the extent intended in the original design ... for the protection of the safety of the general public."

### Section 15 — Sheds

A single storage shed may be constructed on a lot to the rear of the house under the following conditions:

- a) Outside wall dimensions not to exceed ten by fourteen feet (10 x 14 ft.)
- b) Style may be barn or utility
- c) Siding on shed must be wood
- d) Wall finish must conform with the house or be a natural wood with clear preservative
- e) Roof must be shingled in a pattern and color that conforms with the house roof

### Section 16 — Whirlpool spas (hot tubs)

A single whirlpool spa/hot tub may be erected on a lot to the rear of the house under the following conditions:

- a) In contrast to an above-ground pool, a whirlpool spa is a packaged unit, with the motor/pump concealed within its design. By virtue of its physical size and characteristics, a whirlpool spa limits the type of activities and number of users. Unlike above-ground pools, whirlpool spas are considerable smaller in scale, most likely less than four (4) feet high; and occupy a much smaller amount of land area.
- b) Spa unit must be entirely enclosed within a structure (such as a gazebo), recessed into a deck structure, or freestanding with adequate screening.
- c) Spa units that are not enclosed by a structure (such as a gazebo), must have privacy screening (such as lattice work, fencing, evergreen shrubbery) to obscure it from neighbors' view.
- d) Spa unit must be equipped with a tight-fitting, hard shell cover, or be within a locked structure to prevent accidental entry.

## Section 17 — Leasing

- a) No unit shall be leased by a unit owner to others as a regular practice of business, speculative, investment or other similar purpose.
- b) To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to an owner to lease his unit to specified renter for a period not less than four (4) consecutive months nor more than a total of twenty-four (24) consecutive months.
- c) All leases shall be made subject to the rules, covenants and restrictions of this Declaration and Code of Regulations. d) For the duration of the current lease, the foregoing restriction on leasing shall not apply to unit owners who are leasing units prior to its effectiveness.
- e) All leases shall be approved by the Board of Trustees thirty (30) days before the unit is occupied and shall contain an addendum prepared by the Association specifying certain restrictions which are to be made part of the lease.
- f) This restriction on leasing shall not apply to an Owner's "Family Members" who are defined as the Owner's spouse, former spouse, children, grandchildren, parents, grandparents, adopted children, step-children, step-parents, natural siblings (brothers and sisters) and parents of adopted children.
- g) Under circumstances where renting is allowed, units shall be leased in their entirety. h) The leasing of only part of a unit, such as subletting, is prohibited.
- i) Any conflict between this provision or other provisions of this Declaration and Code of Regulations shall be interpreted in favor of this restriction on leasing.

## Section 18 – Restrictions on Sexual Predators/Habitual Sexual Offenders

No person who is adjudicated or designated to be a sexual predator or habitual sex offender pursuant to Chapter 2950 of the Ohio Revised Code by an appropriate court of law enforcement agency, and is required to register with a designated registering agency under the laws of the State of Ohio pursuant to Chapter 2950 of the Ohio Revised Code, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be, from time to time amended may not reside in or occupy a Living Unit for any length of time, nor enter upon the Association Property as a guest, visitor, employee or contractor of an Owner of any Living Unit or Occupant of any Living Unit. The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Living Unit and/or from coming on the Association Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and costs in connection therewith including attorneys' fees and paralegals' fees, shall be charged to the Living Unit, and the Owner of the Living Unit, in which such person resides or which such person is a guest, visitor, employee, or contractor, as a special Individual Living Unit Assessment, enforceable in accordance with the provisions of this Declaration. The Association shall not, however, be liable to any Living Unit Owner or occupant, for anyone visiting any Living Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise to enforce provisions of this restriction. Any conflict between the above provision and any other provisions of the Declaration of Covenants and Restrictions shall be interpreted in favor of the above amendment concerning the Restrictions on Sexual Predators/Habitual Sexual Offenders. Upon the recording of this amendment, only Living Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of recording of this amendment.

## ARTICLE VIII ~ GENERAL PROVISIONS Section 1 — Duration

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.



Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

### Section 3 — Enforcement

Enforcement of these Covenants and Restrictions shall be against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any owner or occupant of owner's lot violates any covenant, restriction or rule as required by the Declaration, Bylaws, or Rules, the Association shall charge and collect from said owner the entire cost and expense, including reasonable attorney's fees of such enforcement. Any such amount shall be deemed to be an additional assessment upon such owner and shall be due and payable when payment is requested. The Association shall have the right to obtain a lien for said amount in the same manner and the same extent as if it were a lien for common expenses by any proceeding at law or in equity.

### Section 4 — Binding Effect

Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, Proposed Living Unit, or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

### Section 5 — Assignability

The Association, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

### Section 6 — Amendments

The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) An easement, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meeting by not less than 66-2/3 per cent of the membership present at meetings at which quorums were present in person or by proxy.

(b) In addition to the above, the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

### Section 7 — Special Amendment

The Association shall have the right and power to authorize and record a special amendment ("Special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board of Trustees of the Association to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Board of Trustees to vote in favor or make and record Special Amendments.

### Section 8 — Severability

Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE IX ~ Houston Subdivision

Section 1 — Additional Restrictions for Houston Subdivision

The Declaration of Covenants and Restrictions of the Woods of Strongsville shall govern the Houston Subdivision, with the addition of the following restrictions.

Section 2 — Lots

All eight (8) of the lots in the Subdivision are restricted to single-family use and only one (1) dwelling shall be erected on each lot. Any reduction or increase in lot size will require the prior written approval of the Developer, his Successors or Assigns, and the Board of Trustees of the Woods of Strongsville Homeowners Association.

Failure to approve or disapprove any written request within twenty (20) days of delivery by Certified U.S. Mail shall be considered approved by either the Developer or The Homeowners Association.

Section 3 — Common Property

The common property shall be deeded to The Woods of Strongsville Homeowners Association upon Houston Subdivision plat approval by the City Council of Strongsville.

Section 4 — Assessments

Annual assessments shall be paid by the owner of each of the eight (8) lots, beginning with date of initial ground breaking for any portion of the Subdivision construction. The amount of the assessment shall be determined by the Board of Trustees for any lot that is larger or smaller than the original plat dimensions.

Section 5 — Architectural Review

The Developer, his Successors or Assigns, and Board of Trustees must give written approval, within twenty (20) days of delivery by Certified U.S. Mail, to each and every building plan and any subsequent alterations to the originally approved plan.

Section 6 — Building Design

The dwelling constructed on any lot shall have a minimum footprint of 1,600 square feet with a total minimum living area of 2,600 square feet, not including garage. Single floor home designs must have a minimum of 2,000 sq. ft. living area.

The design shall harmonize with existing single family homes in the Woods. Not less than 70% of the exterior front of the dwelling shall be brick or stone. Garage doors shall face away from Ellsworth Drive incoming traffic.

Section 7 — Sidewalks and Landscaping

Within twenty-four (24) months of initial groundbreaking for any portion of the subdivision, Owner shall install sidewalks and seed or sod the tree lawn and twenty (20) feet of lawn inside from sidewalk, regardless if a house is erected or not; otherwise, Developer, his Successors or Assigns, may install said improvement at the owner's expense and file a lien against said lot.

Section 8 — Forest Aesthetics

No "clear cutting" of a lot is permitted. Every attempt shall be made to preserve as many trees as possible on each lot. Special care should be taken to maintain the aesthetic "woods" look. As proscribed by the plat: a scenic easement of uncut trees, with a diameter of three (3) inches or more, shall be maintained at the rear of each lot.

## **CODE OF REGULATIONS**

### **OF THE WOODS OF STRONGSVILLE HOMEOWNERS ASSOCIATION, INC.**

#### **ARTICLE I ~ NAME AND LOCATION**

The name of the Association is THE WOODS OF STRONGSVILLE HOMEOWNERS ASSOCIATION, INC., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be located in Cuyahoga County. The place of meeting of owners (members) and of the Trustees of the Association shall be at such place in Cuyahoga County, Ohio as the Board of Trustees may from time to time designate.

#### **ARTICLE II ~ PROPERTY OWNERS (MEMBERS) Section 1 — Membership**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in the "Properties" as defined in Article II, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration") which is to be filed for record in the office of the Cuyahoga County Recorder shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Owners who have all dues, assessments, fees and liens paid in-full at the beginning of any meeting of the Association are considered members in good standing.

##### **Section 2 — Annual Meetings**

Regular annual meetings of the owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

##### **Section 3 — Special Meetings**

Special Meetings of the owners may be called at any time by the president or by the Board, upon written request of owners entitled to exercise one-fourth (1/4) or more of the voting power of owners.

##### **Section 4 — Notice of Meetings**

Written notice of each meeting of owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each owner entitled to vote thereat; addressed to the owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

##### **Section 5 — Quorum and Voting Power**

At any meeting of members, the presence in person or by proxy of members entitled to cast a majority of the total voting power shall constitute a quorum. A majority of the votes of those members constituting a quorum shall determine all questions or actions to be taken except that no action required by (1) Laws or (2) by the Declaration or (3) by the Code of Regulations of the Association, to be taken by a designated percentage of the voting power may be authorized or taken by a lesser percentage. Members in good standing shall be entitled to one vote for each Living Unit or Proposed Living Unit in which they hold the fee simple interest or interests (Article III, Section 2 of the Declaration).

Section 6 — Proxies

At any meeting of owners, an owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary 48 hours prior to the meeting. Every proxy shall be revocable and shall automatically cease when attending in person or upon conveyance by an owner of his, her or its property. Undesignated proxies will be distributed evenly to the existing Trustees to be voted as they choose. If the number of non-designated proxies cannot be distributed evenly among all the Trustees, the Elections Committee will draw names of the Trustees one-at-a-time until all the odd number proxies have been distributed.

Section 7 — Action in Writing Without Meeting

Any action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.

Section 8 — Elections Committee

The Board shall appoint a committee of no less than three members who are neither Trustees nor candidates for Trustee. This committee shall supervise the proxy, election and voting processes at the annual and special meetings of the owners.

ARTICLE III ~ BOARD OF TRUSTEES Section 1 — Trustees

There shall be at least three but not more than seven Trustees, each of whom shall be a member in good standing of the Association. They shall be elected at the annual meeting of owners.

Section 2 — Term of Office

Each Trustee shall serve for a period of two years. No more than one-half-plus-one of the Trustees shall stand for election each year.

Section 3 — Removal

Any Trustee may be removed from the Board with or without cause, by a majority vote of the owners. Any Trustee who is absent from three (3) consecutive regular meetings of the Board automatically resigns the position of Trustee. In the event of the death, resignation or removal of a Trustee, that Trustee's successor shall be selected by the remaining members of the Board, even if there are less than three to complete the unexpired term of such deceased, resigned or removed Trustee.

Section 4 — Nomination

Nominations shall be made from the floor at the meeting.

Section 5 — Election

Election to the Board by the owners shall be by ballot placed in a box provided for that purpose at the meeting. No ballots will be distributed after nominations commence. The Elections Committee will announce a time limit for casting ballots and enforce it. In the event of a tie by two or more nominees for the last of the Trustee positions, the winner(s) shall be determined by a flip of a coin.

Section 6 — Compensation

No Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Any Trustee elected in 2003 and beyond, shall be excused from paying Homeowners dues for as many calendar years as he/she serves, provided that Trustee is present for 75% of the regular meetings of the Board and has no more than 2 consecutive absences from regular meetings. This exemption begins February 1 of the year following the Trustee's election.

Section 7 — Regular Meetings

Regular meetings of the Board of Trustees may be held periodically on such dates as the Board may designate.

Section 8 — Special Meetings

Special meetings of the Board shall be held when called by the president, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 9 — Quorum

The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10 — Voting Power

Vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11 — Action in Writing Without Meeting

Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Trustees.

Section 12 — Powers

The Board shall, under law, have the right, power, and authority to:

- a) Take all actions deemed necessary or desirable to comply with all requirements of law.
- b) Enforce the covenants and restrictions set forth in the Declaration.
- c) Repair, maintain and improve the Common Properties and Facilities.
- d) Establish, enforce, levy and collect assessments, subject to the provisions of the Declaration.
- e) Adopt and publish rules and regulations governing the use of the Common Properties and Facilities and the personal conduct of the owners, occupants and their guests thereon, and establish penalties for the infraction thereof.
- f) Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.
- g) Appoint committees of at least three members in good standing to conduct any business of the Association, subject to the supervision and approval of the Board.

Section 13 — Duties

It shall be the duty of the Board to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing one-half (½) or more of the voting power of the owners.
- b) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed.

- c) Fix the amount of assessments against each property, subject to the provisions of the Declaration.
- d) Give written notice of each assessment to every owner.
- e) Foreclose the lien against any property for which assessments are not paid.
- f) File an action at law against the owner(s) personally obligated to pay the same.
- g) Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.
- h) Procure and maintain insurance as the Board deems advisable.
- i) Cause the restrictions created by the Declaration to be enforced.

#### Section 14 — Ethics

At the Annual Meeting of the Association, or upon appointment to fill a vacancy, each Trustee shall affirm the following CODE OF ETHICS by written signature.

- a) **PROFESSIONAL COMPETENCE:** A trustee shall undertake only those responsibilities and assignments that he/she can reasonably expect to perform with professional competence.
- b) **DUE PROFESSIONAL CARE:** A trustee shall exercise due professional care in the performance of his/her duties.
- c) **PLANNING AND SUPERVISION:** A trustee shall adequately plan and supervise all functions for the homeowners association.
- d) **INTEGRITY AND OBJECTIVITY:** A trustee may not knowingly misrepresent facts in order to achieve any measure of personal gain for himself or herself, or any affiliated company from which he/she may benefit. All decisions and representations must be made with the best interests of the Association in mind.
- e) **OPERATING STANDARDS:** A trustee shall comply with all operating standards (internal operating procedures) that are in force or may from time to time be promulgated by the Board of Trustees.
- f) **PROFESSIONAL COURTESY:** All trustees shall exhibit professional courtesy to all community association management professionals. Such professional courtesy shall include and should not interfere with, among other things, contractual relationships between community management professionals and contractors.
- g) **CONFLICTS OF INTEREST:** No trustees, or employees of trustees, may use their position to enhance their own financial status through recommendation of vendors, suppliers, or contractors that may pay a gratuity to the trustees or employees. In addition, all situations in which any appearance of a conflict of interest could exist must be disclosed in writing to the Board of Trustees at the earliest opportunity. Any dealings with related parties must be fully disclosed to the homeowners association, and the appropriate abstention and/or recusal must be entered on all voting and discussion issues relating to the contractors.
- h) **GRATUITIES:** It is recognized that many clients, vendors, and suppliers consider reasonable gifts and entertainment as an accepted business practice without any intent to unduly influence the judgment of the Board of Trustees.
  - Cash gifts of any amount are unacceptable. Gifts of a normal value and personal nature given as a token of friendship or special occasions such as Christmas, a job promotion, or length-of-service award are acceptable. Any gift, entertainment, or other favor does not meet acceptable standards if:
    - The gift, entertainment, or other favor is judged to be above the standard of living of the trustee and the donor.
    - It is judged to be beyond the ability of the trustee to reciprocate, either on a personal basis or with a legitimate claim for reimbursement from the homeowners association; and the gifts or entertainment received would suggest to a disinterested third party that the trustee might be influenced in the conduct of the homeowners association's business with the donor.
- i) **USE OF HOMEOWNERS ASSOCIATION FUNDS:** No trustee may use any funds being held for homeowners association business for personal use. All funds must be segregated completely, through either bank accounts or accounting records.
- j) **RELATED ENTITIES:** Any engagement of a company or individual who is related to any member of the homeowners association Board of Trustees in any way must be disclosed to the Association. This disclosure must be made in writing and approved by the Association for the trustee to remain active.
- k) **LIMITATIONS OF PRACTICE:** A trustee who is also engaged in the practice of another profession shall not perform for hire such other services for the homeowners association while serving as a trustee.
- l) **ATTENDANCE AT BOARD MEETINGS:** A trustee is expected to attend all meetings of the Board of Trustees.

ARTICLE IV ~ OFFICERS

Sections 1 — Enumeration of Officers

The officers of this Association shall be a president, a vice-president, a secretary, a treasurer and such other officers as the Board may from time to time determine.

Sections 2 — Selection and Term

The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a member of the Board.

Section 3 — Resignation and Removal

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4 — Duties

The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- b) Vice-President. The vice-president shall perform all the duties of the president in the case of the latter's absence or disability.
- c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of owners of the Association together with their addresses.
- d) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.

ARTICLE V ~ BOOKS AND RECORDS

The books, records and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.

ARTICLE VI ~ APPLICABLE LAWS: PRIORITY OF DOCUMENTS

- a) Chapter 1702 of the Ohio Revised Code
- b) The Declaration
- c) The Articles
- d) This Code of Regulations, and
- e) The Rules shall be interpreted as a harmonious whole, and this Association shall be subject to and governed by all of such laws, documents and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents, or Rules, listed later, shall be resolved in favor of the documents or Rules listed later.

ARTICLE VII ~ ORDER OF BUSINESS

Section 1 — Generally

The regular order of business of this Association will be:

- a) Roll Call
- b) Minutes
- c) Correspondence
- d) President's Report
- e) Treasurer's Report
- f) Committee Reports
- g) Old Business
- h) New Business
- i) Adjournment

Section 2 — Suspension of Regular Order of Business

The regular order of business may be suspended by a majority vote of the voting power present at a meeting and constituting a quorum.

Section 3 — Parliamentary Procedure

Robert's Rules of Order shall govern all rules of parliamentary procedure unless otherwise provided by these Regulations.

ARTICLE VIII ~ AMENDMENTS

This Code of Regulations may be amended by a majority vote of any membership meeting.

ARTICLE IX ~ SPECIAL AMENDMENT

The Board of Trustees shall have the right and power to authorize and record a special amendment to this Code of Regulations at any time and from time to time, which amends these Regulations to correct clerical or typographical errors in this Code.

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The original Declaration can be found in the Cuyahoga County Records for January 30, 1992 in Vol. 92-0655 pages 59 ff. The documents were signed and notarized on December 3, 1991 by:

Daniel J. Kolik	Assistant Law Director, City of Strongsville
Sam H. Miller	President, Sunrise Development Co.
Robert L. Dyer, Jr.	President, Drake Estates Community Association, Inc.
Carol A. Moscarino	Vice President, Drake Estates
Nancy L. Watson	Notary Public