

COVENANTS AND RESTRICTIONS

STOW WOODS

WHEREAS, UNION COMMERCE CORPORATION (the "Declarant") is the owner of land known as Stow Woods, as shown on this plat, in the City of Stow, Summit County, Ohio, which it intends to develop into a residential development of single family residences.

WHEREAS, Declarant deems it necessary for the efficient preservation of the values, general welfare of the buyers, aesthetic harmony, and amenities of said development to impose and provide restrictions, covenants, easements and limitations upon the premises comprising Stow Woods.

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

A. Single-family dwellings shall meet the following requirements:

1. Type: Single-family dwellings may be one or two story in design.

a. A one-story dwelling is a structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.

b. A two-story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

2. Living Area: The "living area" of any dwelling shall be not less than finished habitable area as set forth below. "Living area" shall not include garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

a. Such living area shall not contain less than the following number of "square feet":

1. One-story with or without basement 1600 s.f.

2. One and one-half story with or without basement 1700 s.f.

3. Two-story with or without basement 1800 s.f.
 4. Declarant reserves the right to make minor variances in the above figures if, in its opinion, the intent of this section is maintained.
3. Market Value: The appraised fair market value of any dwelling erected or placed upon any part of the land herein conveyed shall be not less than \$140,000 including the value of the lot.
- a. If the consumer price index as of January 1, 1995 as determined by the U.S. Department of Labor, increases thereafter, the required minimum value aforesaid shall likewise increase at the same percentage increase of such consumer price index.
4. Side Yards: Each building shall have a side yard along each lot line. The least dimension of each said yard shall be not less than eight (8) feet. The side yard nearest the street on any corner lot shall have a width as designated on the recorded plat. No shrubbery shall be closer than allowed setback to the street on corner lots.
- a. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.
5. No lot in Stow Woods subdivision shall be subdivided or divided, unless or until the Plat showing such proposed subdivision or division shall have been submitted to Declarant or its assigns and the written consent of said Declarant or its assigns to such subdivision or division has been obtained.
6. No fences of any type shall be erected at or around the front yard of any lot or residence, and shall only be permitted and erected in accordance with the City of Stow local rules and ordinances, if permitted, in or around the back yard area. No fence shall be erected unless a detailed drawing of type and location of proposed fence is submitted to the Declarant or its assigns and a written consent for such fence is given. No fences over six (6) feet in height will be permitted.

7. All garbage or trash containers, oil tanks, and bottled gas tanks shall be placed underground or placed in screened areas so that they are not visible from the adjoining properties.
8. No outdoor clothes drying area shall be allowed at Stow Woods.
9. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain on any residential premises.
10. No unsightly growth such as weeds, underbrush or the like, shall be permitted to grow or remain upon any lot and no refuse, pipe, lumber or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain provided that they are aesthetically pleasing to the appearance of the Stow Woods as a whole. In the event that any lot owner shall fail or refuse to keep his lot free from weeds, underbrush or refuse piles or other unsightly growths or objects, Declarant or the other lot owners within Stow Woods shall have the right upon seven (7) days written notice to the offending lot owners, to remove the same at the expense of the lot owner. Entrance onto such owner's lot for such purpose shall not be deemed a trespass.
11. All matters herein requiring the approval of Declarant by the terms of this instrument, shall be submitted to Declarant in writing, accompanied by such specifications, details and other documents in duplicate as are reasonably required by it to make a proper decision. In order to insure that the homes, pools, fences and other buildings will have a uniform high standard of construction, Declarant reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including but not limited to aesthetic reasons. Declarant shall approve or disapprove such written submission or application for approval, in writing within twenty (20) days after its receipt of the same and a failure by Declarant to so act within said 20 days period shall constitute approval of the submitted plans. All plans submitted shall be drawn to 1/4" or 1/8"

scale and include floor plans for all levels and 4 elevations. Elevations shall call out materials and colors specified. If plans are not submitted to Declarant as required, the Declarant shall have the right to access such property and cease all building of such home until the appropriate plans have been submitted and approved. Entrance onto such owner's lot for such purposes shall not be deemed a trespass. All building plans shall be submitted to the Declarant prior to the commencement of construction on a lot. Declarant shall be entitled to an immediate restraining order, restraining further construction on said lot, until such time as the plans have been submitted to and approved by the Declarant. All lot owners must submit proposed basement elevations for approval before excavation begins. Developer has three (3) days to respond to request for approval and may reserve the right to alter requested elevations or plans.

12. No garage for vehicle storage shall be erected which is not connected to the main building. All garages must be of sufficient size to house two automobiles (440 square feet minimum).
13. No structure or portion thereof shall be constructed between a street right way line and the building line shown on the plat of Stow Woods.

II. The following shall be prohibited:

- A. Drilling oil or gas wells on land designated for single-family lots.
- B. Mining or extraction of any minerals including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by Declarant.
- C. The keeping, raising, and harboring of cattle, swine, fowl, livestock, and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets excepting the above provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance.
- D. Temporary structures, boats or trailers of any kind (travel, camping, motor homes, etc.); provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building

of an owner's home. Any recreational trailer or boat may be kept provided it is kept in the garage out of sight. No commercial vehicles can be parked for more than four (4) hours in view of neighbors.

- E. Signs, billboard or advertising devices of any kind except:
 - 1. Signs not larger than six (6) square feet for offering homes for sales shall be permitted on the premises to be sold.
 - 2. An entrance sign.
 - 3. Builder model home signs that shall identify Developers and/or Builders and the area.
- F. All lot owners are responsible for costs incurred to repair or replace damaged curbs or gutters along the front of each lot due to construction vehicles or any negligence.
- G. Each individual lot owned shall be bound by Summit County's Standard Soil Erosion Control practice and must comply to the Developments overall Sedimentation Prevention Plan.
- H. Nuisances and noxious or offensive activities of any kind.
- I. Satellite T.V. dishes shall not exceed 24" in diameter.
- J. Any unlicensed vehicle of any description that is kept outside.
- K. Unattached storage buildings, barns, etc., except as described as follows:
 - 1. Out buildings are limited to shed type structures with a maximum size of ten (10) feet by twelve (12) feet and no taller than twelve (12) feet. Any storage structure shall be of similar design to match the house using identical exterior materials for roofing and siding.
 - 2. No structure may be placed anywhere but on the last thirty (30) feet of a rear lot line but no closer than ten (10) feet to any property line.
 - 3. At no time should any debris or materials of any kind accumulate around storage structure.

4. All plans for structure must follow details for approval spelled out in Item 11 in Section I.

III. General Provisions

- A. All the lots and land in Stow Woods are subject to all easements and rights of way of record.
- B. Declarant reserves the right for itself, its agents, employees, successors, and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to, the completion of any filling, grading, or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.
- C. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an owner of any lot in this development as well as Declarant, its successors or assigns.
- D. All of the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of Stow Woods and all persons claiming under them until January 1, 2005, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of then owners of the lots in Stow Woods has been recorded, agreeing to change said covenants in whole or in part.
- E. Invalidation or un-enforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- F. In the event of a violation of any of the restrictions herein contained, Declarant reserves unto itself, its successors or assigns, for so long as Declarant owns any part of the premises, the right to enforce said restrictions by appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove, at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. Declarant shall not be deemed guilty of trespassing for such entry, abatement or removal. Failure of Declarant to enforce any of the

restrictions contained herein, shall in no event be construed to be in any manner waiver of, acquiescence in, or consent to a further or succeeding violation of the restrictions. However, the failure, refusal or neglect of Declarant to enforce said restrictions or to prevent violations thereof shall in no event make Declarant liable for such failure, refusal or neglect.

- G. The Declarant reserves the right to transfer its rights in these covenants to the Stow Woods Home Owners' Association, Inc. (The "Association"), a non-profit corporation, made up of the owners of the lots in Stow Woods. The Declarant also reserves the right to transfer to the Association title to certain common areas and facilities.
- H. It is hereby expressly understood that a five (5) foot wide easement on the side of each lot and a twelve (12) foot wide easement on the front of each lot and a ten (10') foot easement along the exterior boundaries of the subdivision and along the greenspace which shall be used for installing, operating, maintaining and servicing pole lines, cables and conduits for the Ohio Edison Company, the Ohio Bell Telephone Company and cablevision franchise, shall be reserved, excepting however, the interior boundaries of Stow Woods in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include but not be limited to all incidental appurtenances such as guys, conduits, poles, anchors, transformers, pad mount transformers, handholes, etc. Said easement rights shall include the right, without liability therefore, to remove trees and landscaping including lawns within said easement premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising any of the purposes of this right of way and easement grant.
- I. Buyers of lots will have their lot landscaped within six (6) months after each buyer has taken possession of his home except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty days after occupancy. All landscape packages must include the following:
 - 1. Continuous planter beds that run the entire length of the front of the house which should be elevated a minimum of eight (8) inches above grass elevation.

2. Placement of two (2) separate deciduous trees with a minimum trunk girth of two and one half inches (2-1/2") at a height of twelve inches (12") above grade in the front yard. Any such trees shall not be placed any closer than ten feet (10') from the house or any exterior concrete (including city sidewalks).
- J. All driveways shall be paved with concrete within six (6) months after construction starts but the cost of paving must be included in the original home construction contract or loan request. Installation of all city sidewalks is the sole responsibility of the lot owner and is to be completed in the same time frame as driveway installation. City sidewalk installation is to follow uniform specifications which may be obtained from the Developer by submitting a request. If the home is not constructed within eighteen (18) months of original purchase from Declarant, Declarant has the right to insist owner install city walks to connect adjacent properties' walks. If the owner is unwilling to install walks, the Declarant will have walks installed and backcharge the owner for the cost. The 18 month period does not start over with a secondary transfer of said lot.
- K. All foundation wall treatments which face the street shall be decorative to grade. For example, on corner lots the two foundation walls facing the streets must be decorative to grade. All basement walls with more than a 36 inch exposure must have a brick veneer cover.
- L. All homes must have a roof pitch of not less than 6' rise for every 12' depth (6/12 pitch) unless approved by Declarant.
- M. A home of basically the same design cannot be constructed within three (3) lots in either direction or across the street for three lots in either direction from the house in question. In addition to the above, no houses with the same color shall be placed side by side or across the street from each other unless the color is white. The "look alike feature" is being judged on having at least three features that are different from the house being judged:
1. The first and most important, being the front elevation, which includes reverse elevations.
 2. The second, being the number and arrangement of windows, porches and the direction of the garage roof with or without cupolas.
 3. The third, being exterior trim and including such items as corner treatments, window headers and front door treatments.

4. The fourth, being the color scheme of the houses in question, which includes roofing, siding, trim, shutters and front doors.
- N. Chimneys with metal flues must be enclosed within a chase that must be sided to match the home.
- O. All of the restrictions above shall apply to all land within the platted area of this plat.
- P. As used in this Declaration and when required by the context, each number (singular, or plural) shall include all numbers, and each gender (masculine, feminine, or neuter) shall include all genders.
- Q. The terms, covenants, conditions and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits and servitudes upon the premises, running with the land. The terms, covenants, conditions and restrictions of this Declaration shall be binding upon anyone having any right, title or interest in a Lot or any part thereof and shall inure to the benefit of Declarant, the Association and each Owner.
- R. The Declarant anticipates imposing substantially identical restrictions on future phases of Stow Woods. In such event, the Association shall serve as the Association for all phases of Stow Woods and the lot owners of all phases shall be members of the Association and be legally bound by all obligations thereof.
- S. Until the earlier of January 1, 2020, or the date that the owners other than the Declarant first own in the aggregate ninety-five percent (95%) or more of the lots, these Restrictions may only be amended by the Declarant, who shall have the right to amend these Restrictions at any time and from time to time. Thereafter, except as hereinafter provided, these Restrictions may be amended only by an instrument in writing signed by owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the lots in the Development. No amendment to these Restrictions shall be effective unless it is in recordable form and until it has been filed for record with the office of the Summit County Recorder or any successor office.

IV. Association

- A. Formation and Organization. The Association is and shall remain a non-profit, non-stock corporation organized and existing under the laws of Ohio, and charged with the duties and vested with the powers prescribed by law, and set forth in these Restrictions, the Articles of

Incorporation, and Bylaws, as such may be amended from time to time, providing no other documents shall for any reason be changed or interpreted so as to be inconsistent with these Restrictions.

B. Membership

1. Bases. Every lot owner shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Transfer of a lot shall automatically transfer membership to the transferee.
2. Member's Rights and Duties. Members shall have all such rights, and be burdened with such obligations as are set forth in these Restrictions, the Articles of Incorporation, the Bylaws and any resolutions adopted by the Association.
3. Voting Rights. The voting rights of the Association shall be divided into two classes, and shall be entitled to the voting rights hereinafter (and in the Articles) set forth with respect to such classifications. The two classes of voting membership shall be, Class A and Class B, and shall possess the following rights:
 - a. Class A Members shall be all lot owners, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each lot owned.
 - b. Class B Member shall be the Declarant. The Class B Member shall originally be entitled to ten (10) votes for each lot owned by the Declarant provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier.
 - (i) January 1, 2027; or
 - (ii) The date that owners other than the Declarant own ninety-five percent (95%) or more of the lots.

- C. Voting. Unless a greater percentage is required by these Restrictions or by the Articles of Incorporation or Bylaws, all decisions requiring a vote of the Members shall be determined by a majority of the currently paid-up Members in attendance at a meeting where all owners

were properly notified.

- D. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action requiring a vote of the Members shall be sent to all Members not less than seven (7) days and not more than sixty (60) days in advance of such meeting.

V. Covenants for Assessments.

- A. Obligation to pay Assessments. Each Class A Member, by acceptance of a deed for such Member's lot, is deemed to covenant and agree to pay to the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall be a charge on and a continuing lien on each lot of the owner responsible for the payment of such assessment. Each such assessment shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or person unless expressly assumed by them.
- B. Purpose. The assessment levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents and owners in Stow Woods, and for the improvement, maintenance, repair and replacement of the common areas and facilities, and for purposes incidental or related thereto. The Declarant also anticipates transferring to the Association ownership rights to the entrance boulevard of Stow Woods and other common areas such as retention areas and recreation areas. The lot owners or Homeowners' Association shall be responsible for the maintenance of the drainage easement(s), and any repair or improvement cost to it (them), which shall be equally divided among all owners of the lots shown on this plat. These costs will also be shared with other lot/property owners or Homeowners' Associations within the Stow Woods subdivision. Any drainage easement(s) shown on this plat shall be accessible to the City of Stow and the lot owners/Homeowners' Association. Maintenance shall include cleaning, dredging and other work within the drainage easement or block to maintain the capacities, elevations, lines and grades for storm sewers, ditches, and stormwater facilities there, to the original design. Notification of maintenance required shall be the responsibility of the City. Mowing and the other lawn care items within the drainage easement(s) and blocks shall be the responsibility of the lot owners or Homeowners Association.

C. Initial Assessment.

1. Unless the initial assessment fee is increased or decreased pursuant to Section V (D) hereof, initial assessment fee with respect to any lot owned by a Class A member, shall be One hundred dollars (\$100) per lot per year. All assessment fees must be fixed at a uniform rate for all lots of Class A Members.
2. The initial assessment fee may be increased or decreased only by the affirmative vote of a majority of the voting power of the Board of Trustees (the "Board"). The Board structure will be determined by the Association Bylaws formulated by the Declarant upon its origination.

D. Commencement and Method of Assessment. The assessment fees shall commence upon transfer of title to that lot prorated on the calendar year basis to the date of transfer. The initial assessment shall be adjusted according to the number of days remaining in the calendar year, and such assessments shall thereafter be on a full calendar-year basis. The Board shall fix the amount of subsequent assessments at least thirty (30) days in advance of each annual assessment period. The due date for such assessment shall be established by the Board. Each Member shall pay such Member's assessment in one annual payment commencing on the date designated by the Board. Separate due dates may be established by the Board for partial annual assessments and special assessments, as long as made thirty (30) days in advance thereof. Written notice of the assessments shall be sent to each Member. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments payable with respect to a specific lot have been paid.

E. Effect of Non-Payment of Assessment. Any assessment not paid within thirty (30) days after the due date shall be deemed in default. Members may not waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas and facilities or abandonment of such owner's lot. A delinquent assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association shall have the right to prohibit the use of the common areas and facilities by Members and their families who are delinquent in the payment of their assessments. The Association may bring an action at law against the Member, and upon obtaining a judgment such

judgment shall include interest on the assessment at the rate of ten percent (10%) per annum and reasonable attorney's fees to be fixed by the court, together with the cost of the action.

F. Lien for Delinquent Assessment.

1. At any time after an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a Certificate of Lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or name of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other chief officer of the Association.
2. The lien provided for herein shall remain valid for a period of five (5) years from the date a Certificate of Lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.
3. Any lot owner who believes that an assessment chargeable to his, her or its lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that lot, may bring an action in the Court of Common Pleas of Summit County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.
4. Each such assessment together with interest and costs shall also be the joint and several personal obligation of the lot owner who owned the lot at the time when the assessment fell due. The obligation for delinquent assessment, interest and costs shall not be the personal obligation of that owner's or owners' successors in title unless

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expressly assumed by the successors; provided, however, that the right of the Association to a lien against that lot, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

5. The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that lot during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorney fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.
6. No owner may waive or otherwise escape liability for the assessments provided for in this instrument by non-use of common areas, or any part thereof, or by abandonment of his, her or its lot.

IN WITNESS WHEREOF, Declarant has executed this Declaration at

_____, Ohio as of this ____ day
of _____, 1995.

Witnesses:.

STOW WOODS LOT OWNERS
OF LOT # _____

STATE OF OHIO)
) SS
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above named _____
and _____, said lot owner(s) of lot
number _____ who acknowledged that he and/or she did sign the
foregoing instrument and that the same is his and/or her free act
and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed my official seal at _____, Ohio, this
_____ day of _____, 1995.

Notary Public

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