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RECORDING OF BYLAWS (ALSO KNOWN AS THE CONSTITUTION)  
  
OF  
  
THE LAKE IN THE WOODS ASSOCIATION  
  
AND  
  
AMENDMENTS TO THE  
  
DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS,  
  
RESTRICTIONS, RESERVATIONS AND EASEMENTS AFFECTING THE  
  
PROPERTY OF LAKE-IN-THE-WOODS  
  
AND  
  
BYLAWS OF THE LAKE IN THE WOODS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS AFFECTING THE PROPERTY OF LAKE-IN-THE-WOODS RECORDED AT VOLUME 719, PAGE 806 ET SEQ. OF THE GEAUGA COUNTY RECORDS.

RECORDING OF BYLAWS (ALSO KNOWN AS THE CONSTITUTION) OF  
THE LAKE IN THE WOODS ASSOCIATION  
AND  
AMENDMENTS TO THE  
DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
AFFECTING THE PROPERTY OF LAKE-IN-THE-WOODS  
AND BYLAWS OF THE LAKE IN THE WOODS ASSOCIATION

WHEREAS, the Lake in the Woods Association (“Association”) was created about June 21, 1984, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State’s Office; and

WHEREAS, the Association’s principal purpose is to maintain and operate the Lake in the Woods residential community located in Bainbridge Township, Ohio, pursuant to the terms and provisions of the Declaration of Restrictions, Conditions, Covenants, Restrictions, Reservations and Easements Affecting the Property of Lake-in-the-Woods (the “Declaration”), that were filed for record at Volume 719, Page 806 et seq. of the Geauga County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, the Grantor created and adopted the Bylaws (also known as The Constitution) of The Lake in the Woods Association (the “Bylaws”) for conducting the Association’s affairs, but did not file the Bylaws for record with the Geauga County Records; and

WHEREAS, Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act requires a copy of the Bylaws to be filed and recorded with the County Recorder, and

WHEREAS, the Lake in the Woods Association (the “Association”) is a corporation consisting of all Owners in Lake in the Woods and as such is the representative of all Owners, and

WHEREAS, Declaration Article VIII, Section 1 authorizes amendments to the Declaration and Bylaws Article XIII authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association’s Owners was held on or about January 15, 2018,

and, at such meeting and any adjournment, Owners representing at least 2/3rds of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners representing 68.02% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 68.02% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Bylaws of The Lake in the Woods Association as adopted by the Grantor are attached to and made a part of the Declaration and set forth as attached and the Declaration of Restrictions, Conditions, Covenants, Restrictions, Reservations and Easements Affecting the Property of Lake-in-the-Woods and the Bylaws of the Lake in the Woods Association are amended by the following:

To bring the Association's governing documents in compliance with Section 5312.02, the Board of Directors, on behalf of the Association, approved the attached Bylaws to be filed and recorded with the Geauga County Recorder's Office.

AMENDMENT A

INSERT a new DECLARATION ARTICLE VI, SECTION 9 entitled, "Occupancy Restriction." Said new addition, to be added to Page 8 of the Declaration, as recorded at Geauga County Records, Volume 719, Page 806 et seq., is as follows:

Section 9. Occupancy Restriction. A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's

residential address, is prohibited from residing in or occupying a Living Unit and from remaining in or on The Properties for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Living Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

#### AMENDMENT B

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION 2 entitled, "Notices." Said new addition, to be added to Page 9 of the Declaration, as recorded at Geauga County Records, Volume 719, Page 806 et seq., is as follows:

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any

Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) For voting on the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.

(b) An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Owner's Living Unit or last known address, by hand delivery to the Owner, or by leaving the notice under or attached to the front door of the Owner's Living Unit.

(c) Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Owner, by leaving the notice under or attached to the front door of the Owner's Living Unit, or regular mail to the Owner's Living Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment,

whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

INSERT a new BYLAWS ARTICLE VI, SECTION 6. Said new addition, to be added to Page 2 of the Bylaws, is as follows:

Section 6. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required above will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any

action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is

made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

#### AMENDMENT D

DELETE DECLARATION ARTICLE V, SECTION 13 entitled, "Joiner's Fee," in its entirety. Said deletion to be taken from Page 7 of the Declaration, as recorded at Geauga County Records, Volume 719, Page 806 et seq., as amended into the Declaration at Volume 812, Page 942 et seq.

INSERT a new DECLARATION ARTICLE V, SECTION 13 entitled, "Transfer Fee." Said new addition, to be added to Page 7 of the Declaration, as recorded at Geauga County Records, Volume 719, Page 806 et seq., is as follows:



Section 13. Transfer Fee. After the recording of this Amendment with the Geauga County Recorder's office, each purchaser of a Living Unit, regardless of how title is acquired, except as provided below, will be required to make, at the time such purchaser acquires title to a Living Unit, a one-time "Transfer Fee" to the Association in the amount of two times the annual share of common expenses attributable to the Living Unit. The Transfer Fee is not an escrow or advance and is not refundable. The Transfer Fee is due and collectible from the Living Unit purchaser at the time of transfer of record title of the Living Unit and is considered late if not paid within 30 days of the purchaser's acquisition of title to the Living Unit. After 30 days, the past due, the transfer fee will bear interest and any other late fee or charge imposed by the Board and may be collected as provided in Declaration Article V, Section 10 and in accordance with any Association collection policy or rule adopted by the Board. Notwithstanding the above, the one-time Transfer Fee assessment does not apply, and will not be collected, in the following limited circumstances:

- (a) If there is a record title transfer between a current Owner and that Owner's family trust where the trustee or beneficiary of the trust is the Owner or where the trustee or beneficiary is an immediate family member of the Owner; or
- (b) If a Living Unit is refinanced in the name of the current Owner; or
- (c) If a current Owner records a deed or other conveyance for the sole purpose of adding the name of a family member(s) to the legal title of the Living Unit; or
- (d) If a current Owner directly transfers recorded title of a Living Unit to a parent, spouse, or child, whether by blood, marriage or adoption; or
- (e) In the event of the death of an Owner, if the title of the Living Unit is transferred to a family member(s) of the Owner through a probate estate, trust or other legal vehicle or instrument of inheritance; or

(f) If the Owner records a deed for the purpose of reflecting a personal name change created by marriage or other legal means.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this creation of a one-time, flat Capital Contribution to be paid by Owners upon acquisition of title to a Living Unit. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Lake in the Woods Association has caused the execution of this instrument this 10 day of May, 2018.

LAKE IN THE WOODS ASSOCIATION

By: Craig Good  
CRAIG GOOD, its President

By: Susan Akers  
SUSAN AKERS, its Treasurer


STATE OF OHIO )  
 )  
COUNTY OF Geauga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Lake in the Woods Association, by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, on Page 10 of 11, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Chapin Falls, Ohio, this 10<sup>th</sup> day of May, 2018.

Jennifer W Berlin  
NOTARY PUBLIC

Place notary stamp/seal here:



**JENNIFER W. BERLIN,**  
**Attorney**  
Notary Public, State of Ohio  
My commission has  
no expiration date.  
Section 147.03 O.R.C.

This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
(216) 696-0650  
ohiohoalaw.com

THE CONSTITUTION  
OF  
THE LAKE IN THE WOODS ASSOCIATION

ARTICLE I. NAME

The organization shall be known as the Lake in the Woods Association.

ARTICLE II. PURPOSE

The purpose shall be to establish the rules and regulations by which this Association shall be governed. In support of these rules and regulations, the Articles of Incorporation of the Lake in the Woods Association and the Deed Restrictions pertaining to the property in the subdivision are hereby attached and adopted.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Members of the Association as defined in Section 1, Article III., of the Deed Restrictions shall be "Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by Association shall be a member of 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. Every Lot or Living Unit not owned by Developer (Class A voters) shall be entitled to one vote. Every Lot or Living Unit owned by Developer (Class B voter) shall be entitled to three votes. Except that when the total votes outstanding among the Class A voters equal the total votes outstanding in Class B voter or on January 1, 2000, whichever event comes first, the Class B category shall cease to exist, and Class B voter will become Class A voter, entitled to one vote for each Lot or Living Unit.

Section 3. Only members in good standing shall be eligible to vote. Members in good standing will be those acting in accordance with Article VI. of the deed restrictions and whose Association dues are current.

ARTICLE IV. ANNUAL ASSESSMENT

Section 1. An assessment shall be levied upon the members, annually, to provide funds for the operation of the Association. The amount of the assessment shall be established in accordance with the formula specified under Section 3, Article V., of the Deed Restrictions.

Section 2. The assessment shall become due and payable on the first day of March of each year, beginning with the year 1986. Dues for January and February of 1986 are due and payable January 1, 1986. The assessment for the two month period will be \$33.33 per house and \$12.50 per lot on which there is not a house.

#### ARTICLE V. FISCAL YEAR

The fiscal year shall be from the first day of March to the last day of February.

#### ARTICLE VI. TRUSTEES

Section 1. The governing body of the Association shall be known as the Board of Trustees, consisting of seven (7) individuals.

Section 2. Of the initial Board, four (4) Trustees shall serve for a two (2) year term and three (3) shall serve for a one (1) year term, commencing with the year beginning January 1, 1986. Thereafter, Trustees shall be elected replacing those Trustees whose terms have expired and will serve for two (2) year terms. The initial term of office will be held as follows: President and Treasurer will serve for two (2) years. Vice President and Secretary for one (1) year. Of the remaining Trustees the one (1) Trustee with the least votes will serve for one (1) year and the remaining two (2) Trustees will serve for two (2) years.

Section 3. Any vacancy on the Board created during the year shall be filled by appointment of the remaining Trustees to serve the unexpired term. In the event the Trustees cannot agree to an appointee, a special election shall be called to elect a Trustee.

Section 4. The officers shall be elected by the members at large, in good standing, from the group of seven (7) Trustees.

Section 5. The officers shall designate rules for the day-to-day operations of the Association.

Section 6. See Amendment C, Page 6

#### ARTICLE VII. DUTIES OF OFFICERS

President. The President, as Chairman, shall preside at all meetings of the Association and the Board of Trustees. He/she shall enforce a due observance of the By-Laws and Standing Rules and officer for consideration all motions regularly made. The President shall be an ex-officio member of all Standing and Special Committees with the exception of the Nominating Committee.

Vice-President. The Vice President shall assume the duties of the President in his/her absence and shall perform such other duties as assigned by the President.

Secretary. The Secretary shall record the minutes of the Lake in the Woods Association and the Board of Trustees. He/she shall conduct correspondence for the group, serve notice of meetings and maintain a roll of the membership.

Treasurer. The Treasurer shall keep a full account of all monies received, prepare a budget for approval by the Board of Trustees, and disburse funds as authorized in the

budget. He/she shall keep a list of members in good standing. The Treasurer shall present a report at all annual and special Association meetings and Board of Trustees meetings.

#### ARTICLE VIII. NOMINATING AND ELECTION

Section 1. A Nominating Committee consisting of five (5) members shall be appointed by the Trustees not less than sixty (60) days prior to the date of the annual meeting.

Section 2. Two (2) members of the Nominating Committee shall be Trustees and three (3) shall be appointed from the general membership.

Section 3. The Nominating Committee shall choose its own Chairman.

Section 4. The Committee will post a slate of the nominees no less than thirty (30) days before the annual meeting.

Section 5. Nominations may be made from the floor at the annual meeting. No name shall be placed in nomination without the consent of the candidate.

Section 6. Newly-elected Trustees shall commence their terms on the first day of the year following the date of the annual meeting.

#### ARTICLE IX. MEETINGS

Section 1. The annual meeting will be held on the second Wednesday in November of each year.

Section 2. Special meetings may be called by the President as required.

Section 3. The membership shall be notified by mail at least thirty (30) days in advance of all meetings.

#### ARTICLE X. QUORUM

Section 1. Quorum for purposes of Special Assessments for Capital Improvements and Change in Basis and Maximum of Annual Assessments, shall be determined by reference at Sections 5, 6, and 7, Article V., of the Deed Restrictions.

Section 2. The Quorum for changes in the Deed Restrictions is delineated in Section 1, Article VIII., of the Deed Restrictions.

Section 3. No Quorum is required for all other purposes. A majority of those in attendance and signed proxies will decide the issues.

#### ARTICLE XI. COMMITTEES

Section 1. Chairmen of a11 committees except the Nominating Committee shall be appointed by the Trustees.

Section 2. Chairmen shall select their own committee men or women.

Section 3. The Architectural Chairman shall select at least two (2) committee members west of Haskins and at least two (2) committee members east of Haskins.

#### ARTICLE XII. ORDER OF BUSINESS

The order of business shall be as follows:

1. Meeting called to order.
2. Reading of the minutes of the previous meeting.
3. Treasurer's report.
4. Correspondence.
5. Reports of Officers and Committees.
6. Unfinished business.
7. New business.
8. Adjournment.

#### ARTICLE XIII. AMENDMENTS

This constitution may be amended by a two-third vote of all eligible members present, and signed proxies, the proposed amendment having been submitted in writing not less than thirty (30) days prior to the date of the meeting.

#### ARTICLE XIV. PARLIAMENTARY AUTHORITY

Robert's Rules of Order shall govern the proceedings of this Association subject to special rules which may have been or may be adopted.

DATE OF ADOPTION:      18 December 1965

DECLARATION OF RESTRICTIONS

Conditions, Covenants, Restrictions, Reservations  
and Easements Affecting the Property of

LAKE-IN-THE-WOOD INVESTMENT CORPORATION  
WOODED LOTS INVESTMENTS INC.  
HUDSON-GEAUGA, INC.  
(each by merger into P. H. ENGLISH, INC.)

and

P. H. ENGLISH, INC.

THIS DECLARATION made this 12<sup>th</sup> day of July, 1984, by P.H. English, Inc  
(hereinafter called "Grantor"),

W I T N E S S E T H :

WHEREAS, Grantor is the owner of the real estate hereinafter described and is desirous of subjecting such real estate to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said real estate and for each owner thereof and shall inure to the benefit of and pass with said real estate and each and every subplot thereof and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Grantor hereby declares that the real estate hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

REAL ESTATE SUBJECT TO RESTRICTIONS

The real estate which is and shall be held, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set hereinafter forth is described as follows:

Situated in the Township of Bainbridge, County of Geauga, State of Ohio, and known as Lake In The Woods Subdivision, as shown by the recorded plat in Volume 12, Pages 9 through 15 of Geauga County Records.



## RESERVATIONS AND RESTRICTIONS

WHEREAS, Grantee, hereinafter called "Developer", and Grantor desire to create on the property herein conveyed a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Grantor and Developer desire to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Grantor and Developer desire to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities as well as the Lots and Living Units in the community; and, to this end, desire to subject the real property herein conveyed together with such additions as may hereafter be made thereto (as provided in Article 11) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Grantor and Developer have 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 be 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, Developer has caused to be incorporated under the laws of the State of Ohio, as a non-profit corporation, LAKE IN THE WOODS, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the real property herein conveyed be made pursuant to Article 11 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions are intended to run with the land;

### ARTICLE 1

#### Definitions

Section 1. The following words when used in this deed or any Supplemental Deed (unless the context shall prohibit) shall have the following meanings

(a) "Association" shall mean and refer to LAKE IN THE WOODS ASSOCIATION, an Ohio non-profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to these covenants and restrictions or those in any Supplemental Deed under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on the recorded Plat and known as Blocks A, B and C, those so designated in any Supplemental Deed under the provisions of Article II hereof, and those Lots and Living Units hereafter conveyed to Association and designated in such conveyance as Common Properties, and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding and 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.

(g) "Member" shall mean and refer to all those Owners who are members of Association as provided in Article III, Section 1 hereof.

(h) "Supplemental Deed" shall mean and refer to deeds recorded in the future which being other parcels with the operation of the covenants and restrictions, contained herein, or which modify or add to the covenants and restrictions in accordance with Article X, Section 1 hereof.

## ARTICLE II

### Property Subject to These Covenants and Restrictions; Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions in the property herein after be referred to as "Existing Property":

Section 2. Additions to Existing Property. Additional items may become subject to these covenants and restrictions in the following manner.

(a) Upon approval in writing of Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of these covenants and restrictions and to subject it to the jurisdiction of Association, may file for record a Supplemental Deed of covenants and restrictions, as described in subsection (h). Article I.

(b) Developer may have sublots subdivided into several lots, with township and county approval, these sublots are part of these covenants and restrictions. Developer may have subplot #23 rezoned for multi-family use, with approval of governmental agencies.

(c) Upon a merger or consolidation of Association with other association as provided in its Articles of Incorporation, 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 obligations of Association as a surviving corporation pursuant to a merger. The surviving of consolidated association may administer the covenants and restrictions established by this deed within Existing Property together with the covenants and restrictions

established upon any other properties as one scheme. No such merger or consolidation, however, shall effect an/revocation, change or addition to the covenants established by this Deed with Existing Properties except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a recorded owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by Association shall be a member of 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. Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit in any Single Family Attached Dwelling owned by it until such Living Unit is first sold, provided that Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2000

From and after the happening of these events, which ever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to 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. Developer may retain the legal title to Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of Developer, Association is able to maintain the same but, notwithstanding any provision therein. Developer hereby covenants, for itself, its successors and assigns, that it shall convey Common Properties to Association not later than January 1, 2000.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of Association to take such steps as are reasonably felt necessary to protect the above described properties against foreclosure; and

(b) the right of Association, as provided in its Articles of Incorporation and Code of Regulations, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) the right of Association to charge reasonable admission and other fees for the use of Common Properties; and

(d) the right of Association to dedicate or transfer all or any part of Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by Members provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. Association shall retain Common Properties for park, recreation and open space purposes and shall maintain Common Properties. The minimum standard of maintenance shall be the keeping of non-wooded areas mowed, the keeping of wooded area trails in good repair and the keeping of Common Properties free from trash, debris and nuisance. Such recreation purposes shall include the placing or construction of recreational structures upon Common Properties.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Developer, for each Lot and Living Unit owned by it within the Properties hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Association: (1) annual assessments or charges; (2) special assessments for capital improvement. Such assessments are to be fixed established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Each assessment, together with interest thereon 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 the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties 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 Common Properties, including but not limited to, the payment of taxes and insurance thereon, repairs, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments.

Until the Year. beginning January 1, 1987 the annual assessment shall be \$200.00 per year per living unit and \$75.00 per year for each lot except there will be no charge to the developer for lots, nor for models or houses built for sale until such time as these houses are sold. From and after January 1, 1987 the annual assessment may be increased by Vote of Members, as hereinafter provided, for the next three year period, and at the end of each three year period, for succeeding three year period.

The Board of Trustees of Association may, after consideration of current maintenance costs and future needs of Association, fix the actual assessments for any year at a lesser amount, but in no event shall the assessment be less than is required to fulfill the minimum maintenance obligation of these covenants and restrictions.

Section 4. In the event Association does not fulfill the minimum maintenance obligations required by these covenants and restrictions, Bainbridge Township or successor municipal entity has the right to enforce zoning regulations requiring such fulfillment.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, 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 and unexpected repair or replacement of a described capital improvement upon Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth

The purpose of the meeting.

Section 6. Change in Basis and Maximum and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein Specified, Association may change the maximum and basis of the assessments fixed By section 3 hereof prospectively for any such periods provided that any such change Shall assent of two-thirds of the votes of each class of Members who are Voting in person or by proxy, at a meeting duly called for this purpose, written Notice of which shall be sent by all Members at least thirty (30) days in advance And shall set forth the purpose of the meeting; provided further that the Limitations of Section 3 hereof shall not apply to any change in the maximum and Basis of the assessments undertaken as an incident to a merger or consolidation In which Association is authorized to participate under its Articles of Incorporation and Code of Regulations and under Article II, Section 2 hereof.

Section 7. Quorum for any action Authorized Under section 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall Be as follows: At the first meeting called, as provided in sections 5 and 6 Hereof, the presence at the meeting of Members or of proxies, entitled to cast Sixty (60) percent of the votes of each class Members shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may Be called, subject to the notice requirements set forth in Sections 5 and 6 and The required quorum at any such subsequent meeting shall be one – half of the Required quorum at the preceding meeting, provided that no such subsequent Meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which Shall be the first day of a month) fixed by the Trustees of Association to Be the date of commencement.

The first annual assessments 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 March 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. The same Reduction in the amount of the assessment shall apply to the first assessment Levied against any property which is hereafter added to the properties not Subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be Fixed in the resolution authorizing such assessment.

Section 9. Duties of the Trustees. The Trustees of Association shall fix the date of commencement and the amount Of the assessment against each lot or living unit for each assessment period of At least thirty (30) days in advance of such date or period and shall, at the Time prepare a roster of the properties and assessments applicable thereto Which shall be kept in the office of Association and shall be open to inspection By any Owner.

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

Association shall upon demand at any time furnish to any Owner liable for said assessment or any mortgagee, a certificate in writing signed by an officer of Association, setting forth the amount of unpaid assessments. Failure of Association to furnish said certificate within sixty (60) days of written demand therefore accompanied by a fee of \$5.00 sent by registered mail to the last known president, treasurer or statutory agent thereof shall discharge any lien for assessments levied prior to the date of the mailing of said demand.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of Owner; The Lien; Remedies of Association. If the assessment is not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. In addition to the above, Association may deny use of Common Properties if assessments are delinquent.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and Association may bring an action at law against Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 11. Subordination of the Lien, to, Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter 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 assessment.

Section 12. Exempt Property. The following property subject to these restrictions shall be exempted from the assessments, charge and lien created herein: (a) all properties, to the extent of any easement or other interest therein, dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemptions.

Notwithstanding any provisions herein, no land or improvements devoted to dwellings use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Covenants and Restriction Governing Lots or Living Units

Section, 1. Maintenance, Repair, and Nuisance. All structures and premises shall be maintained neatly and in good repair. No activity shall be carried on which thru' 'discretion of Association my be or become an annoyance or nuisance to the neighborhood.

Section 2. Animals. No animal or pet of any kind, with the exception of one dog and one cat per residence, may be kept or harbored on any Lot of Living Unit except by revocable permission of Association.

Section 3. Parking of Trucks and Temporary Repair of Vehicles. No owner shall park a truck or allow a truck to be parked for a period exceeding 36 hours in front of or on any premises except in an enclosed structure. No owner shall make repairs to a vehicle of any kind for a period exceeding 72 hours in front of or on any premises except in an enclosed structure.

Section 4. Trash and Garbage. No owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied periodically.

Section 5. Garages. All garages are to be attached to a house.

Section 6. Garages Facing Road. If a garage faces the dedicated road, an automatic garage door opener must be installed.

Section 7. Mailboxes. No individual mail boxes or newspaper containers shall be installed by any owner. The developer will install groups of boxes and package receivers or pockets so that each home owner will have his own mail box and package receiver. These mail box areas shall be maintained by the Association.

Section 8. Trade or Business. No owner shall carry on or permit to be carried on, on any premises, any trade or business that is evident to the public or to other members of Association. No signs shall be permitted except discreet signs which (1) designate the name and address of the occupant, or a "for sale" sign that can be used for an open house for one day a week during the time the house or lot is being offered for sale. This provision does not apply to a builder's model house, which is permitted a sign saying model house (with pertinent builder information).

Section 9. See Amendment A, Page 3 ARTICLE VII

Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location if relation to surrounding structures and topography, by the developer as long as he owns lots in Lake in the Woods or sooner at developer's option. When the developer relinquishes his right at his option or when all his lots are sold, the trustee of Association shall appoint an architectural committee who will have the aforementioned architectural control. In the event said Trustee or designated committee fail to approve or disapprove such design and location within thirty (30)



days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article VII will be deemed to have been fully complied with. This Section shall not apply to Developer.

## ARTICLE VIII

### General Provisions

Section 1. Duration. The covenants and restrictions reserved in this Deed shall run with and bind the land, and shall inure to the benefit of and be enforced by Association, the owner of any land subject to these covenants and restrictions, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Deed is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of these reserved covenants and restrictions 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 Association at the time of such mailing. See Amendment B, Page 4 for Additional Details about electronic communications

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity 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 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.

Section 4. Trustees. Any action to be taken by Association pursuant to these easements, covenants, restrictions, charges and liens shall, unless otherwise specified herein to the contrary, be taken by the Trustees of the Association.

Section 5. Right of Entry Upon Default. Developer reserves and is granted the right, and hereby grants to Association in case of any violation or breach of any of the restrictions, covenants and easements contained in this Deed, the right to enter the property upon or as to which such violation or breach exists, and to summarily abate and/or remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Association, and Association or its agents shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure or delay to enforce any of the restrictions, covenants and easements contained in this deed, shall in no event be construed, taken or held to be a waiver thereof of acquiescence in or consent to any new, subsequent, further or succeeding breach or violation thereof.

Section 6. Rights of Owners Upon Default. Owners, interested parties, occupants, leasees or tenants of lots or Living Units who are in default as to any of the covenants and restrictions herein contained shall have ID right to use or benefit from any of Common Properties, utilities or assets of Association, but if rights, benefits, utilities or assets are used by or extended to such persons, Association shall not be stopped from a later revocation thereof, nor be liable in damages for such revocation. Any denial of use shall not diminish any obligations of defaulting parties hereunder.

Section 7. Severability. The invalidity of any covenant, restriction, easement, charge, lien or any other provision of these easements, restrictions and covenants, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these easements, restrictions or covenants.

Section 8. Perpetuities and Restraints on Alienation. If any of the options privileged, restrictions, covenants, easements or rights created herein shall be unlawful or void for violation of (a) the rule against perpetuities of some analogous statutory provision, (b) the rule against perpetuities on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, President of the United States of America.

IN WITNESS WHEREOF, said Grantor has executed this Declaration of Restrictions this 12<sup>th</sup> day of July, 1984, by its duly authorized officers.

Signed and Acknowledged  
in the presence of:

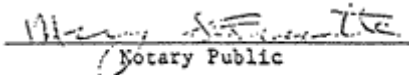
*[Handwritten Signature]*  
*[Handwritten Signature]*

P. H. ENGLISH, INC.  
By *[Handwritten Signature]*  
Philip H. English, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF GEAUGA )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named P. H. ENGLISH, INC., by Philip H. English, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunder set my hand and official seal at Bainbridge Township, Ohio, this 12<sup>th</sup> day of July, 1984.

  
Notary Public  
EMERSON S. TRACY, Attorney  
at Law  
10000 ...  
COLUMBUS, OHIO  
RECORDED

This instrument prepared by:  
P.H. English, Inc. Grantor  
8505 Tanglewood Square  
Chagrin Falls, Ohio 44022

FIRST AMENDMENT

TO

DECLARATION OF RESTRICTIONS

Conditions, Covenants, Restrictions, Reservations  
and Easements Affecting the Property of

LAKE-IN-THE-WOODS INVESTMENT CORPORATION  
WOODED LOTS INVESTMENTS INC.  
HUDSON-GEAUGA, INC.  
(each by merger into P. H. ENGLISH, INC.)

and

P. H. ENGLISH, INC

THIS DECLARATION made this 10th day of June, 1985, by P. H. English,  
Inc., (hereinafter called "Grantor"),

W I T N E S S E T H :

WHEREAS, Grantor filed the original Declaration of Restrictions with  
the recorder of Geauga County, Ohio on July 31, 1984  
which are recorded in Volume 719 Page 806.

WHEREAS, Grantor desires to amend the original Declaration of  
Restrictions to indicate the following addition to Article VI.

NOW THEREFORE, Grantor hereby declares that Article VI is amended to  
include the following.

SECTION 9. DRIVEWAYS. All driveways shall be of hard surface with  
concrete, asphalt or chip and seal and shall be done within one (1) year from  
the date of occupancy of the premises.

All other terms and conditions of the original Declaration of  
Restrictions shall remain the same.

IN WITNESS WHEREOF, said Grantor has executed this First Amendment to Declaration of Restrictions this 10th day of JUNE, 1985, by its duly authorized officers.

Signed and Acknowledged in the presence of:

Murray S. Fruchter  
Philip H. English

P. H. ENGLISH, INC.  
By Philip H. English, President

STATE OF OHIO )  
                  ) SS:  
COUNTY OF GEauga)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named P. H. ENGLISH, INC., by Philip H. English, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunder set my hand and official seal at Bainbridge Township, Ohio, this 10th day of JUNE, 1985.

Murray S. Fruchter  
Notary Public

This instrument prepared by:

Murray S. Fruchter, Atty.  
8505 Tanglewood Square  
Chagrin Falls, Ohio 44022  
216-543-9700

RECEIVED FOR RECORD  
AT 8:15 O'clock A.M.  
JUN 13 1985  
RECORDED  
No. 733 P. 1335  
PHIL V. KING  
RECORDER, GEauga COUNTY, OHIO

MURRAY S. FRUCHTER, Attorney  
8505 Tanglewood Square  
Chagrin Falls, Ohio 44022  
216-543-9700

SECOND AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS

Conditions, Covenants, Restrictions, Reservations  
and Easements Affecting the Property of

LAKE-IN-THE-WOODS INVESTMENT CORPORATION  
WOODED LOTS INVESTMENTS, INC.  
HUDSON-GEAUGA, INC.  
(each by merger into P. H. ENGLISH, INC.)

and

P. H. ENGLISH, INC.

THIS DECLARATION made this 12th day of December, 1985, by P. H. English, Inc., (hereinafter called "Grantor"),

W I T N E S S E T H :

WHEREAS, Grantor filed the original Declaration of Restrictions with the recorder of Geauga County, Ohio on July 31, 1984, which are recorded in Volume 719. Page 806.

WHEREAS, Grantor filed a First Amendment to Declaration of Restrictions with the recorder of Geauga County, Ohio on June 13, 1985, which are recorded in Volume 738, Page 1335.

WHEREAS, Grantor desires to amend the original Declaration of Restrictions to Indicate the following change to Article VI, Section 2.

NOW THEREFORE, Grantor hereby declares that Article VI, Section 2, Animals is amended to read:

SECTION 2. ANIMALS. No animal or pet of any kind, with the exception of one cat and two dogs or two cats and one dog per residence, may be kept or harbored on any Lot or Living Unit except by revocable permission of Association.



IN WITNESS WHEREOF, said Grantor has executed this First Amendment to Declaration of Restrictions this 10<sup>th</sup> day of JUNE, 1985, by its duly authorized officers.

Signed and Acknowledged in the presence of:

P. H. ENGLISH, INC.

P. H. ENGLISH, INC.

By [Signature]  
Philip H. English, President

[Signature]  
[Signature]

STATE OF OHIO        )  
                                  )        SS:  
COUNTY OF GEAUGA )

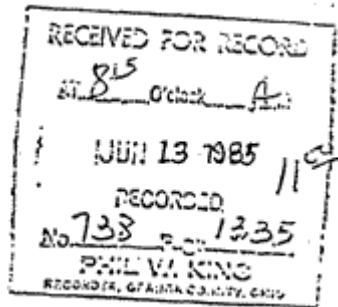
BEFORE ME, a Notary Public in and for said County, personally appeared the above named P. H. ENGLISH, INC., by Philip H. English, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunder set my hand and official seal at Bainbridge Township, Ohio, this 10<sup>th</sup> day of JUNE, 1985.

[Signature]  
Notary Public

This instrument prepared by:

Murray S. Fruchter, Atty.  
8505 Tanglewood Square  
Chagrin Falls, Ohio 44022  
216-543-9700



MURRAY S. FRUCHTER, Attorney  
8505 Tanglewood Square  
Chagrin Falls, Ohio 44022  
216-543-9700



THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIONS

Conditions, Covenants, Restrictions, Reservations  
and Easements Affecting the Property of  
LAKE-IN-THE-WOODS INVESTMENT CORPORATION  
WOODED LOTS INVESTMENTS, INC.  
HUDSON-GEAUGA, INC.  
(each by merger into P.H. ENGLISH,-INC.  
and  
P.H. ENGLISH, INC.  
and  
LAKE-IN-THE-WOODS ASSOCIATION, INC.)  
(an Ohio non-profit corporation)

THIS DECLARATION made this 19th day of May, 1987,  
by the LAKE-IN-THE-WOODS ASSOCIATION, INC., (hereinafter the "Association"),

W I T N E S S E T H :

WHEREAS, P.H. English, Inc. has filed the original Declaration of Restrictions with the recorder of Geauga County, Ohio on July 31, 1984, which are recorded in Volume 719, Page 806, Geauga County Records.

WHEREAS P.H. English, Inc. has filed a First Amendment to Declaration of Restrictions with the Geauga County Recorder on June 13, 1985, which is recorded in Volume 738, Page 1335, and a Second Amendment to said Declaration of Restrictions on December 17, 1985, recorded in Volume 750, Page 110, Geauga County Records.

WHEREAS the Association desires to amend the original Declaration of Restrictions to indicate the following change to Article VII, Section 1.

NOW THEREFORE, the Association hereby declares that Article VII, Section 1 is amended to read:

Section 1. Review by Committee. No external building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography, by the developer as long as he owns lots in Lake in the Woods or sooner at developer's option. When the developer relinquishes his right at his option or when all his lots are sold, the trustee of Association shall appoint an architectural committee who will have the aforementioned architectural control. In the event said Trustee or designated committee fail to approve or disapprove such design and location within SIXTY (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article VII will be deemed to have been fully complied with.

IF THE PROPOSED PLANS AND SPECIFICATIONS ARE DISAPPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, THEN THE HOMEOWNER OR LOT OWNER SHALL HAVE THE RIGHT, UPON WRITTEN NOTICE FILED WITH THE BOARD OF TRUSTEES, TO APPEAL THE ARCHITECTURAL CONTROL COMMITTEE'S DECISION. THE APPEAL SHALL BE HEARD AT THE BOARD OF TRUSTEE'S MEETING NEXT FOLLOWING RECEIPT OF THE HOMEOWNER/LOT OWNER'S WRITTEN NOTICE, EXCEPT THAT THE BOARD MAY DEFER THE FORMAL HEARING FOR A MAXIMUM OF THIRTY (30) DAYS BY MAILING A NOTICE OF EXTENSION TO THE HOMEOWNER/LOT OWNER WITHIN FIVE (5) DAYS OF RECEIPT OF THE WRITTEN NOTICE OF APPEAL. This Section shall not apply to Developer.

All other terms and conditions of the original Declaration of Restrictions and First and Second Amendments shall remain the same.

IN WITNESS WHEREOF, said Association has executed this Third Amendment to Declaration of Restrictions this 19th day of MAY, 1987 by its duly authorized officer who hereby certifies that two-thirds (2/3) of the owners of the Lots or Living Units in said Association have also signed indicating their consent on Exhibit "A" attached hereto and incorporated herein by reference.

Signed and acknowledged  
in the presence of:

Donald C. Holt  
Douglas R. Fouts

LAKE-IN-THE-WOODS ASSOCIATION, INC

By: Sharone Hardesty  
Sharone Hardesty  
President

STATE OF OHIO )  
) SS  
GEAUGA COUNTY )

Before me, a notary public in and for said County, personally appeared LAKE-IN-THE-WOODS ASSOCIATION, INC. by its President, Sharone Hardesty, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation and her free act and deed personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bainbridge Township, Ohio, this 19<sup>th</sup> day of MAY 1987.

Prepared by:

Douglas R. Fouts  
6175 Somers Pt.  
Solon, Ohio

RECEIVED FOR RECORD  
At 3:10 O'Clock p.m.

MAY 22 1987

2800

Douglas R. Fouts  
Notary  
DOUGLAS R. FOUTS, Attorney At Law  
Notary Public - State of Ohio  
My Commission has no expiration date  
Section 147.03 R.C.

FOURTH AMENDMENT TO  
DECLARATION OF RESTRICTIONS

Conditions, Covenants, Restrictions, Reservations  
and Easements Affecting the Property of  
LAKE-IN-THE-WOODS INVESTMENT CORPORATION  
WOODED LOTS INVESTMENTS, INC.  
HUDSON-GEAUGA, INC.  
(each by merger into P.H. ENGLISH, INC.

and

P.H. ENGLISH, INC.

and

LAKE-IN-THE-WOODS ASSOCIATION, INC.)  
(an Ohio non-profit corporation)

THIS DECLARATION made this 22nd day of JUNE,  
1988, by the LAKE-IN-THE-WOODS ASSOCIATION, INC., (hereinafter  
the "Association"),

W I T N E S S E T H :

WHEREAS, P.H. English, Inc. has filed the original  
Declaration of Restrictions with the recorder of Geauga County  
Ohio on July 31, 1984, which are recorded in Volume 719, Page  
806, Geauga County Records.

WHEREAS P.H. English, Inc. has filed a First Amendment  
to Declaration of Restrictions with the Geauga County Recorder on  
June 13, 1985, which is recorded in Volume 738, Page 1335, and a  
Second Amendment to said Declaration of Restrictions on December  
17, 1985, recorded in Volume 750, Page 110, Geauga County  
Records, and the Association has filed a Third Amendment filed on  
May 22, 1987, recorded in Volume 768 , Page 449 , Geauga  
County Records.

WHEREAS the Association desires to amend the original  
Declaration of Restrictions to indicate the following addition to  
Article V, which shall be designated as Section 13, Joiner's Fee.

NOW THEREFORE, the Association hereby declares that Article V is amended to read (by addition of Section 13):

Section 13. Joiner's Fee. Upon transfer of title to any residential living unit or unimproved lot, other than to the spouse or children of the owner, a fee equal to the annual assessment currently approved by the Association for that residence or lot shall be paid to the Treasurer of the Association as and for a joiner's fee to entitle the transferee residence owner or lot owner to membership in the Association. Such fee shall be payable in addition to the current annual assessment and shall not be in lieu of such dues.

The joiner's fee shall be assessed only once at the initial transfer of ownership and not thereafter until a further transfer of the property. The fee shall be paid out of any escrow proceeds of the sale as a closing cost to the new owner. Failure by the new owner to remit the joiner's fee within ten (10) days of transfer of the residence or lot shall result in the suspension of all use of recreational areas and other common properties in the Association. Voting rights incident to membership in the Lake-in-the-Woods Association shall also be suspended until the joiner's fee is paid.

If the joiner's fee is not remitted within such 10-day period, then it shall become delinquent and together with interest thereon at 15% per annum, and costs of collection, including reasonable attorney fees, shall become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

All delinquent joiner's fees shall bear interest at fifteen percent (15) per annum after ten (10) days of transfer of ownership. The Association may enforce all civil remedies available to it for collection of the joiner's fee including but not limited to foreclosure of its lien and shall recover reasonable attorney fees, interest and costs.

All other terms and conditions of the original Declaration of Restrictions and First, Second and Third Amendments shall remain the same.

IN WITNESS WHEREOF, said Association has executed this Fourth Amendment to Declaration of Restrictions this 22<sup>nd</sup> day Of JUNE, 1988, by its duly authorized officers who hereby certify that two-thirds (2/3) of the owners of Lots or

Living Units in said Association have approved the same by vote or proxy in accordance with the requirements of the Declaration of Restrictions for Lake-in-the-Woods.

Signed and acknowledged  
in the presence of:

LAKE-IN-THE WOOD ASSOCIATION,  
INC.

Michael F. Harris  
Ellen J. Scheel

By: Donald J. Fisher, President  
Deborah A. Graves, Secretary

STATE OF OHIO     )  
                          )   SS  
GEAUGA COUNTY    )

Before me, a notary public in and for said County, personally appeared LAKE-IN-THE-WOODS ASSOCIATION, INC. by its President, Donald J. Fisher and Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and their fee act and deed personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bainbridge Township, Ohio, this 22nd day of JUNE, 1988.

Ellen J. Scheel  
Notary  
ELLEN J. SCHEEL, Notary Public  
State of Ohio, Commission Expires  
My commission expires June 30, 1991.

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS the Association desires to amend the original Declaration of Restriction§\* to indicate the following addition to Article V, which shall be designated as Section 14, Private Lake in the Woods Water Property.

\*\*filed 7/31/1984 in Vol. 719 page 806

NOW THEREFORE, the Association hereby declares that Article V is amended to read (by addition of Section 14):

Section 14. Private Lake in the Woods Water Property. Assessments levied by Association, whether annual or special, may be used to treat the portions of the Lake in the Woods lake and the Lake in the Woods sediment pond that are located on private property; provided that any expenditure that is not for normal annual maintenance and that is in excess of \$6,500 must first be approved by two-thirds of the voting members attending the ballot meeting or by proxy, (with at least a quorum as defined by the Lake in the Woods Declaration of Restrictions, Article V, Section 7); and provided that the expenditure of such funds must be for the health, safety and benefit of the Association.

In addition to the above, up to \$14,000 of Association funds may be used prior to July 1, 2010 for the removal of sediment from the sediment pond located on sublots 138 and 139.

IN WINTNESS WHEREOF, said Association has executed this Fifth Amendment to Declaration of Restrictions this 11th day of October, 2009, by its duly authorized officers who hereby certify that two-thirds (2/3) of the Lots or Living Units in said Association have approved the same by vote or proxy in accordance with the requirements of the Declaration of Restrictions for Lake-in-the-Woods.

Authorized Officer:

By David Strauch
David Strauch
LITW 2009 Association President

State of Ohio
County of Geauga

The foregoing instrument was acknowledged before me this 11th day of October, 2009 by David Strauch.

Notary Public:

By Linda Spiros October 11, 2009

Linda Spiros

LINDA SPIROS
Notary Public, State of Ohio, Cuy. Cty.
My commission expires Feb. 5, 2011

Prepared by: Kevin Thornton