



DocId:8491142

Tx:8355158

**2022OR018006**

LINDA HOFFMANN  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
08/23/2022 12:36 PM

REC FEE: 98.00  
PAGES: 11  
DOC TYPE: DECLAR

*2022000051*

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
Phase 2 of The Preserve at Trillium Creek in Montville Township, Medina County, Ohio**

This Declaration, made this 18 day of August, 2022, by the owners of the properties identified as The Preserve at Trillium Creek (hereinafter "Subdivision") Lots 12 through 21, collectively known as "Owners."

WHEREAS, the Owners hereto represent all the home sites located within the Subdivision which is more fully described in Exhibit "A" which is attached hereto and made a part of hereof;

WHEREAS, the Owners recognize and acknowledge the continued need to maintain an Association for the purpose of upkeep, landscaping, mowing, maintenance, repair, and, if necessary, replacement or improvement of the cul-de-sacs and detention basins in Phase II; liability insurance for the Trustees and common areas; and recognize and acknowledge that it is necessary and required by the Medina County Subdivision Regulations to operate an Association for as long as any of the common areas exist.

WHEREAS, the parties hereto in furtherance of the desire to provide for the preservation and maintenance of said Subdivision; and to this end, desire to subject the real property described in Exhibit A, to the covenants, conditions and restrictions, 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, the parties have incorporated under the laws of the State of Ohio as a nonprofit corporation as THE PRESERVE AT TRILLIUM CREEK HOMEOWNER'S ASSOCIATION, and filed with the Ohio Secretary of State.

NOW, THEREFORE, the parties hereto, in consideration of the undertaking, terms, obligations, and promises contained herein and the accomplishment of the goals and purposes stated in the preceding paragraphs, agree as follows: That the real property described in Exhibit "A", shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specify that this Declaration shall constitute covenants to run with the land and shall be binding upon the owners and their successors, and together with their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits) shall have the following meanings:

- (a) "Association" shall mean and refer to The Preserve at Trillium Creek Homeowner's Association, Inc., a non-profit corporation organized and existing under the laws of the State of Ohio.
- (b) The "Properties" shall mean and refer to sublots 12 through 21 as recorded in the Subdivision Plat on 8/23/2022 Date in Plat Book, No 2022P000051 of Medina County Recorder records.

- (c) "Lot" shall mean and refer to any of the sublots 1 through 11 (whether or not improved with a house) shown upon any recorded subdivision plat.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.
- (g) "By-Laws" shall mean and refer to the Code of Regulations of The Preserve at Trillium Creek Homeowner's Association which are attached hereto as Exhibit "B" and made a part hereof

ARTICLE II  
PROPERTIES SUBJECT TO THE DECLARATION

The real property which is the subject of this Declaration is contained in a Declaration of Covenants, Conditions and Restrictions recorded with the Medina County Recorder's Office and attached hereto as Exhibit "A" which is made a part hereof.

ARTICLE III  
MEMBERSHIP AND VOTING  
RIGHTS IN THE ASSOCIATION

Section 1. Membership: Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. Each Lot is entitled to two votes exercised as the Lot Owner(s) among themselves deem proper for a total of sixteen votes of the entire Membership. Lot owner(s) shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot, subject to the exceptions set forth in Article VI, Section 2 herein.

Any Lot Owners of Lots (1-8) who become delinquent in the payment of annual or special assessments and are placed on notice by an officer of the Association of this delinquency shall have their voting rights suspended until such time that the Owners become current with the payment of all assessments, subject to the exceptions set forth in Article VI, Section 2 herein.

Any action may be taken by the Association, without a meeting, by means of a writing signed by a sufficient number of Members to indicate that a 75% majority of the voting power of the Association assents to the action.

Section 2. By-Laws: The By-Laws of The Preserve at Trillium Creek Homeowner's Association, Inc. are hereby adopted by the Owners.

ARTICLE IV

PROPERTY RIGHTS IN  
THE COMMON DRIVEWAY

Section 1. Member's Easements of Enjoyment: Subject to the provisions of Article IV, Section 2, each Member shall have a right of easement and enjoyment in and to cul-de-sacs in common with all others entitled to use the same. Such easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Extent of Membership Easements: The rights and easements of enjoyment created hereby shall be subject to the following: (a) the right of the Association to take such steps as are necessary to protect the Blocks; and (b) the right of the Association to dedicate or transfer all or part of the Blocks to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Township of Montville, County of Medina, by the affirmative vote of Members entitled to exercise 75% of the voting power of the Association, provided that written notice shall be given to all Members at least thirty (30) days in advance of the such meeting stating the purpose of such meeting.

ARTICLE V  
PROTECTIVE COVENANTS/RESTRICTIONS

Section 1. Restrictions. The lots in the Association shall be subject to the following deed restrictions which shall run with the land.

- 1) **Residential Use:** All of the proposed single family lots, in the above description, except as herein after expressly provided to the contrary, including all lots enlarged or recreated by shifting or location of side boundary lines, are restricted to the use of a single family, their household servants and guests. Only one dwelling shall be erected per lot.
- 2) **No Trade, Business, Profession Etc.:** No trade, business, profession, or other type of commercial activity shall be carried on upon any of the land in this subdivision. There shall be no commercial signage on any of the houses. Home based business are acceptable that do not change the nature of the neighborhood or create excessive traffic of trucks and/or customers.
- 3) **Lawn and Landscaping:** All lawns in the front of the property shall extend to the pavement line. No gravel, blacktop, or paved parking strips are to be allowed. Said Landscaping shall be completed in a reasonable time after occupancy, not to exceed six (6) months.
- 4) **Approval of Plans, Specifications and Location of Buildings:** No building or other structure shall be erected, placed, or permitted to remain on any building lot in this subdivision until a set of plans or the working drawings and specification, including a plot plan showing the location of the buildings or other structures, property lines and setbacks, is submitted to the architectural review committee, and approved by said committee as meeting the requirements of these restrictions. Refusal of approval of plans and specifications and location by the architectural review committee may be based on any ground, including, but not limited to purely aesthetic grounds which is the sole and uncontrolled discretion of the architectural review committee. as said committee shall deem sufficient. No alteration in the exterior appearances of buildings or structures shall be made without approval of the architectural review committee. The provisions herein

contained shall equally apply to repair, alteration or modification made to the exterior of any building, wall, or other structure.

5) **Outbuildings:** There are to be no outbuildings unless approved by the architectural review committee.

6) **Parking of Trucks:** No commercial vehicles larger than a pickup truck of any kind shall be permitted to be parked in this subdivision for a period of more than eight (8) hours, unless the same is present in the actual construction or repair of building located on the land.

7) **No Boat, Motor Homes, and Farm Implements:** No mobile homes, trailers, boats or other types of recreational vehicles shall be stored on the property for a period of over three (3) days, unless they are housed inside a permanent structure.

8) **Nuisances:** No activity or business or any act shall be done upon the property covered by these restrictions which may be or become an annoyance or nuisance to the neighborhood.

9) **Garbage Containers:** All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from the adjoining properties.

10) **Clothes Drying Area:** There shall be no outdoor drying of clothing, or any other garments.

11) **No Access:** Each subplot shall be used for a single family dwelling only. A dwelling may be placed on more than one lot if the owner so desires. Each lot shall not be further subdivided. No lot shall be utilized for a driveway or roadway purposes except to provide access to a private dwelling. In addition, no lot shall be used to obtain access to adjoining land except for land used in conjunction with the owner's single family dwelling. The subplot shall not be used to obtain access to water, sewer, other utilities or the roadways of the subdivision.

12) **Satellite Dishes:** No satellite dishes larger than two (2) feet in diameter, ham, or antennae may be placed on any lot in the subdivision.

13) **Animals:** No animals of any kind shall be kept or harbored on the lot except domestic dogs and cats. No animals shall be kept or bred for commercial purposes. All animals shall be contained on the lot and kept on a leash. All dogs and cats must be harbored inside the resident's home over night.

14) **Building Contractors:** Developer, its successors and/or assigns, reserves the right to approve those building contractors who will be allowed to construct homes in this subdivision. Every house must be completed within ten (10) months from the beginning of construction.

15) **Size of Buildings:** No single story residences shall be erected which have less than sixteen hundred (1,600) square feet. Square footage is computed by using the ground level less the garage. No multi-story residences shall be erected which contain less than twenty-three hundred (2,300) square feet, not including the garage. No residence shall exceed two and one half (2.5) stories. All residences must have an attached garage providing space for a minimum of two (2) automobiles. The building line setback requirements from the lot and right of way are the following: forty (40) foot building line setback on the front, a thirty

(30) foot building line setback on the rear of the lot, and a ten (10) foot building line setback on the sides of the lot.

16) Construction: All driveways shall be concrete.

17) Fences: Property line fences are not to be located within forty (40) feet of the road right of way. No fence shall exceed six (6) feet in height. Vinyl fences only shall be permitted.

18) Mail Boxes: All mail boxes will be uniform in design and provided by the builder in accordance with plans that are to be approved by the Developer. Resident's shall maintain and/or replace mailboxes in the future as needed with matching boxes that are consistent with the original design.

19) Government Compliance: All uses, structures and modifications of lots are also subject to local zoning regulations and environmental regulations. Governmental approvals must be obtained before improvements and/or modifications are initiated.

Section 2. Maintenance. The Association shall be responsible for the upkeep, landscaping, mowing, maintenance, repair, and, if necessary, replacement or improvement of said common area contained in the cul-de-sac as well as maintenance of the retention basin to keep it clear from debris and to keep the retention basin functioning properly and draining.

Section 3. Damage to Common Area: The Owner of each Lot within the Properties hereby covenants and agrees that they will not damage, block access to, or destroy in any aspect, the Common Area and all structures ancillary to it which are necessary for the maintenance of such Common Area. In the event damage is caused to the Common Area by any action(s) of an individual Owner, that Owner will be solely responsible for such damage. The Association shall have the right to seek reimbursement from said Owner. Any assessment for said damage will be subject to the Owner's right to have the issue determined by the Members at a Special Meeting called for the purpose of determining the amount, if any, of said assessment.

Section 4. Insurance. The Association may obtain and maintain liability insurance on the common area as well as directors and officer's liability insurance.

ARTICLE VI  
COVENANT FOR  
MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: Subject to the exceptions set forth in Article VI, Section 2 herein, the Owner(s) of each Lot within the Properties hereby covenants and agrees that by acceptance of a deed therefore, 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 the Association:

(a) An assessment for the performance of the Association's administrative functions and responsibilities shall be apportioned equally as to all Lots. The monthly assessment shall be determined by the Officers of the Association prior to the date of the annual meeting of the

Members, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated for the continued operation of the Association, during the ensuing year including liability insurance, landscaping, mowing, maintenance and upkeep of the common areas. At the annual meeting of the Members, the amount of the monthly assessment as levied by the Officers may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. The assessment shall be due and payable not later than the 1<sup>st</sup> day of the third month of each year. The assessment is not intended to cover the cost of repairs and/or improvements to the common areas.

(b) Special assessments for necessary maintenance, improvement and repairs of the Common Areas as well as the accumulation of reasonable reserves for anticipated future capital expenditures may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessments, be payable in more than one installment. Each assessment shall be in the amount for each such Lot by proportionate share of the total lots in the Subdivision.

(c) Subject to the exceptions set forth in Article VI, Section 2 herein, each Lot shall be subject to a lien in favor of the Association securing any and all unpaid assessments, together with interest at 10% per annum, shall be a charge upon such Lot and if not paid within thirty (30) days after their due date. The Association shall have a lien upon the Lot for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost and legal fees of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

#### ARTICLE VII DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modification: The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns.

Section 2. Modifications: The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90<sup>th</sup>) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise Seventy-Five (75%) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Notice shall be sent by regular mail, postage prepaid.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by regular mail, postage prepaid to the last-known address of the person who appears as Member or Owner on the

records of the Association at the time of such mailing. If a member would like to be notified via e-mail as well, they will be responsible for providing that information to the Secretary and notify them of any changes. The Association does not take responsibility for updating the status of any member's email information.

**Section 2. Enforcement:** The Owners and Members of this Association agree that any disputes, which may arise under this Association agreement, its operation, management or control, shall be resolved first through a meeting and informal hearing before the Board of Trustees. The Members expressly waive their right to a trial by jury for any disputes, which may arise between them.

**Section 3. Incorporation of Ohio Revised Code:** It is the intention of the Hunter's Woods Homeowners Association to adopt and incorporate herein the provisions of Ohio Revised Code Chapter 5312.01 et. seq. as it may be amended and be governed by its provisions. In the event of a specific conflict between this Declaration and the Ohio Revised Code Chapter 5312.01 et. seq., this Declaration shall control.

The following intend to be legally bound, the parties have signed this Declaration on the dates indicated below.

Executed this 18 day of August, 2022.

Owner:

Haslinger Holding Company

By:   
By: Doug Haslinger, President

Association:

The Preserve at Trillium Creek Homeowner's Association

By:   
By: Doug Haslinger, President



STATE OF OHIO            )  
  ) ss:  
COUNTY OF MEDINA        )

Before me, a Notary Public in and for said County and State, personally appeared the above named Doug Haslinger President of the Haslinger Holding Company, and Doug Haslinger, President of the Preserve at Trillium Creek Homeowner's Association, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the said Association and Companies.

18<sup>th</sup> day of August, 2022.        IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this

Sherril Lucarelli  
Notary Public

THIS INSTRUMENT PREPARED BY:  
Robert C. Skidmore  
Skidmore & Hall Co., LPA  
748 N. Court Street  
Medina, OH 44256



SHERRIL LUCARELLI  
Notary Public, State of Ohio  
My Comm. Expires 10/25/2024

**Exhibit "A"**

**Legal Description for All Sublots of The Preserve at Trillium Creek, Phase II.**

Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being Sublots No. 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 in The Preserve at Trillium Creek Subdivision Phase 2 as shown by the Plat recorded in Document 2022PL000051 of Medina County Recorder's Records, and subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Document 2019OR013821 of Medina County Recorder's Records, and being part of Montville Township Lot No. 24, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 030-11A-02-152 - S/L 12  
Permanent Parcel No. 030-11A-02-153 - S/L 13  
Permanent Parcel No. 030-11A-02-154 - S/L 14  
Permanent Parcel No. 030-11A-02-155 - S/L 15  
Permanent Parcel No. 030-11A-02-156 - S/L 16  
Permanent Parcel No. 030-11A-02-157 - S/L 17  
Permanent Parcel No. 030-11A-02-158 - S/L 18  
Permanent Parcel No. 030-11A-02-159 - S/L 19  
Permanent Parcel No. 030-11A-02-160 - S/L 20  
Permanent Parcel No. 030-11A-02-161 - S/L 21