

MEDINA COUNTY RECORDER

NANCY ABBOTT

20040R044980

11-18-2004 11:33 AM

RECORDING FEE: 36.00

DOCUMENT TYPE: DECLAR/PLAT

PAGES: 3

*Plat 2004pl 000130*

MEDINA COUNTY RECORDER  
NANCY DONAHUE ABBOTT

(DO NOT REMOVE THIS COVER SHEET.  
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**SUMMERSET WOODS SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by Medina County Real Estate Company, a Corporation, referred to hereinafter as the Developer;

Whereas the Developer is the owner of Summerset Woods Subdivision recorded in Official Record Book \_\_\_\_\_ Page \_\_\_\_\_, Medina County Map Records;

Whereas the Developer intends to sell the above-described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners

Developer now declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions set forth below expressly and exclusively for the use and benefit of the property and of every person who now or in the future owns any portion or portions of the real property.

- 1) Only single-family residential houses may be constructed on the lots in the subdivision, and only one house may be constructed on each lot.
- 2) No lot in the subdivision may be subdivided without the consent of the developer or its assignee.
- 3) The housing style for all lots in the subdivision must be approved by the Developer or its assignee. All houses shall have a sloping roof with a minimum pitch of 7/12 for two story designs and a minimum pitch of 8/12 for ranch style houses. Said slope shall apply to at least 75 percent of the roof area.
- 4) Three combinations of minimum square footage requirements apply. The heated above finished grade living area of the dwelling shall be calculated exclusive of open porches, screened or enclosed porches, garages, basements or walk out basement areas. A ranch with one second floor area open to the first floor (i.e. loft, library, office) is permitted, however, minimum ranch square footage is calculated based on first floor finished living area.

Ranch - 1,600 sf

Cape - 2,200 sf

Colonial - 2,200 sf

- 5) The developer or its assignee reserves the right to reduce the square footage requirements up to 10 percent based on design and/or quality considerations.
- 6) Each house shall have, at a minimum, a two car attached garage, and at a maximum, a four car attached garage. No garage door openings shall face Summerwood Drive. No basement garage or garages are permitted unless in the sole discretion of the developer or its assign, such a garage is necessary due to topographical features/limitations of the lot. All garages shall have a roofline consistent with the dwelling.

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- 7) All heating systems for dwellings and outbuildings shall be fired by natural gas or electric fuel. Bottled gas or propane fuel will not be permitted
- 8) No plumbing stacks visible from front elevation are permitted.
- 9) The yard area between the rear building line of the house extended (i.e., the side and front yard areas) must be landscaped with grass within twelve months of completed construction.
- 10) No outside storage of boats, recreational vehicles, mobile homes, trailers, commercial vehicles of any type, farm vehicles or other large equipment is permitted on any lot, including the driveway, for a duration exceeding three days.
- 11) A wire woven fence will not be permitted except that a wire woven fence may be used in combination with wood, vinyl, or split rail fences to house pets. No chain link fences are permitted on corner lots. Chain link fencing is permitted on all other lots provided they are placed behind the rear building line of the dwelling extended
- 12) All utilities shall be installed and maintained underground for all residences and outbuildings.
- 13) No ham, or antennae towers may be placed on any lot in this subdivision. Satellite dishes are permitted as long as the width of the dish does not exceed three feet in diameter and are kept behind the front building line extended.
- 14) No oil or gas wells, derricks, tanks, mineral excavations or shafts are permitted on any lot in the subdivision.
- 15) No lot in the subdivision shall be used for the housing or pasturage of poultry or livestock of any description whatsoever, or for any purpose that may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No bee keeping/raising operations will be permitted. Horses and ponies are not permitted.  
  
Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Dogs and cats shall be contained on the owner's lot or leashed.
- 16) The responsibility for maintenance of fire ponds and removal of debris or other blockage from fire ponds, streams, creeks, or other bodies of water in the subdivision and the maintenance of banks of said fire ponds, streams, creeks, or other bodies of water, is the responsibility of each respective lot owner whose lot contains or is bounded by that portion of the fire pond, stream, creek, or other bodies of water.
- 17) All building plans, including elevations of all sides of the house, must be approved in writing by the developer or its assignee prior to obtaining any permits for construction, and prior to any construction starting.
- 18) Approval of plans will not be unreasonably withheld. However, disapproval of plans by the developer or its assignee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the developer or its assignee, shall be deemed sufficient. No bilevels, split levels, ultra contemporary, geodesic domes, and earth shelter houses may be constructed on a lot in the subdivision. Any dispute or question as to what represents a permitted or nonpermitted use, arising particularly from various style and design interpretations that exist from one geographic area to another, shall be settled in favor of the developer or its assignee.

19) These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded. After thirty years these covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the lots sign and record an instrument revoking or altering these covenants in whole or in part.

20) Invalidation of any one of these covenants or any portion of one of these covenants by judgment or court order shall in no way affect other provisions, which shall remain in full force and effect.

Sublots 1-37 inclusive in Summerset Woods Subdivision

Parcel Numbers 030-11C-28-005 thru 030-11C-28-019 inclusive and Parcel Numbers 030-11C-29-025 thru 030-11C-29-046 inclusive

*Alan S. Kiene v.p.*  
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Alan S. Kiene, Vice President

*11-17-2004*  
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Date

*Thomas H. Clarkson*  
-----  
Thomas H. Clarkson, President

*11/17/2004*  
-----  
Date

**This instrument was acknowledged before me this 17th day of November, 2004 by Alan S. Kiene, Vice President and Thomas H. Clarkson, President of Medina County Real Estate Co.**

*Angela R. Cook*



ANGELA R. COOK  
Notary Public, State of Ohio  
My Commission Expires  
9-28-08

*Prepared by ALAN S. KIENE*