

104
110
110
110

JULIE BAUMGARDNER
Wood County Recorder
02/15/2019 09:58:20 201901725
DOCUMENT TOTAL 104.00
Volume: 3662 Page: 584 - 594 OR

DECLARATION OF RIGHTS AND RESTRICTIONS

WINTERWOOD AT STONE RIDGE

WHEREAS, American Title Agency, Inc., Trustee, is the owner in fee simple of all of the property constituting Stone Ridge Golf Club Plat Eight, a Subdivision in the City of Bowling Green, Wood County, Ohio, as per plat thereof recorded at Volume 23, Page 770 of the Wood County, Ohio Record of Plats ("Plat Eight").

WHEREAS, Plat Eight is held in Trust for the benefit of Stone Ridge Partners of Bowling Green, Ltd., an Ohio limited liability company, 131 E. Court Street, Bowling Green, Ohio 43402, the "Developer" hereunder.

WHEREAS, the property constituting Plat Eight is described on Exhibit A attached hereto and incorporated herein (the "Property").

WHEREAS, Developer or its predecessor in interest has previously undertaken the development of Stone Ridge Golf Club Plat One, Stone Ridge Golf Club Plat Two, Stone Ridge Golf Club Plat Three, Stone Ridge Golf Club Plat Four, Stone Ridge Golf Club Plat 6, and Stone Ridge Golf Club Plat Seven, subdivisions in the City of Bowling Green, Wood County, Ohio, as per plats thereof recorded at Volume 22, Page 69, Volume 22, Page 81, Volume 22, Page, 245, Volume 22, Page 247, Volume 23, Page 26, and Volume 23, Page 639, of the Wood County, Ohio Record of Plats ("Plat One," "Plat Two," "Plat Three", "Plat Four", "Plat Six", and "Plat Seven" respectively), and the Developer has executed and recorded certain declarations of rights and restrictions for Stone Ridge Golf Club Plat One, Stone Ridge Golf Club Plat Two, Stone Ridge Golf Club Plat Three, Stone Ridge Golf Club Plat Four, at Volume 720, Page 45, Volume 722, Page 1014, Volume 740, Page 741, Volume 740, Page 767, Stone Ridge Golf Club Plat Six at Volume 2422, Page 733 and Stone Ridge Golf Club Plat Seven at Volume 3420, Page 308 of the Wood County, Ohio Record of Deeds (the "Plat One Declaration," the "Plat Two Declaration," the "Plat Three Declaration," the "Plat Four Declaration", the "Plat Six Declaration," and the "Plat Seven Declaration" respectively).

WHEREAS, Plat One, Plat Two, Plat Three, Plat Four, Plat Six, Plat Seven and Plat Eight shall be hereinafter referred to collectively as "Stone Ridge Golf Club," and the term "Stone Ridge Golf Club" shall also hereinafter sometimes be used to refer generally to Developer's Stone Ridge Golf Club project.

WHEREAS, Stone Ridge Golf Club, Plat Five was developed separate and apart from all prior Stone Ridge Golf Club Plats and is not part of any Declarations or Restrictions relating to Stone Ridge Golf Club Plats One, Two, Three, Four, Six, Seven or Eight.

WHEREAS, within the Property, the Developer is developing a separate zero lot line residential community known as "Winterwood At Stone Ridge," as set forth in Article VIII of the Declaration of rights and Restrictions Stone Ridge Golf Club Plat Eight Volume 3662, Page 558.

WHEREAS, at the present time, Winterwood At Stone Ridge comprises and encompasses Inlots nos. 7575-7591, 7597 & 7598 inclusive, and Common Area "A" in Plat Eight (the "Winterwood Property").

WHEREAS, inlots nos. 7575-7591, 7597 & 7598, inclusive, in Plat Eight, shall be hereinafter referred to as "Winterwood Lots."

WHEREAS, Developer desires to establish a general plan for the grass and landscape installation, grass mowing and maintenance, landscape maintenance, snow removal, driveway maintenance, and general maintenance, repair and upkeep of the Winterwood Property Common Area, in order to ensure that the Winterwood Property is used and maintained as a first-class, high quality property, and to establish certain restrictions (as an extension of the Plat 8 Winterwood at Stone Ridge Declaration) upon the manner of use, improvement and enjoyment of the Winterwood Property which will make the Winterwood Lots more attractive for residential purposes and will protect present and future owners of the Winterwood Lots in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer is the owner of other lands immediately adjacent and contiguous to the Winterwood Property; Developer intends to provide for the development thereon of a subsequent plat or plats as an extension of Plat One, Plat Two, Plat Three, Plat Four, Plat Six, Plat Seven and Plat Eight it is anticipated that such subsequent plat or plats will include additional parcels to be developed and improved as a zero lot line development, as an extension of the Winterwood Property; and Developer reserves the right to incorporate said additional parcels into the Winterwood Property and to establish restrictions upon the manner of use, improvement and enjoyment of said future zero lot line developments which are in all respects similar to the restrictions set forth in this Declaration, which will make the zero lot line developments *in such* subsequent plat(s) attractive for residential purposes and will protect present and future owners thereof in their use and enjoyment of such lands for residential purposes.

WHEREAS, Developer may purchase other lands in the vicinity of the Winterwood Property which Developer may desire to develop as a further extension of and in conjunction with the development of the Winterwood Property; Developer may elect to improve a portion of such other lands as a zero lot line development within such subsequent plat or plats, and to incorporate such future zero lot line development into the Winterwood Property and establish restrictions upon the manner of use, improvement and enjoyment of said additional zero lot line developments which are in all respects similar to the restrictions set forth in this Declaration and *which* will make the zero lot line developments in such subsequent plat(s) attractive for residential purposes and will protect present and future owners of such lands in their use and enjoyment thereof for residential purposes.

WHEREAS, Developer may exercise any of the above-mentioned reserved rights by filing numbered plats of Stone Ridge Golf Club together with supplemental declarations of restrictions incorporating such future/additional zero lot line developments into the Winterwood Property and subjecting such zero lot line developments to a further declaration of restrictions.

NOW, THEREFORE, Developer, in consideration of the enhancement in value of the Winterwood Property by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the residential lots and Common Area lots in the Winterwood at Stone Ridge Plat Eight Property shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I

VILLAGE HOMEOWNERS' ASSOCIATION

1.1 At such time as construction of residential units has been completed on not less than 50% of the Winterwood Lots at the Winterwood Property, the Winterwood of Stone Ridge Owners' Association (the "Association") shall be automatically deemed to have been organized, without any further action or documentation. From and after such time, the owners of all Winterwood Lots at the Winterwood Property, from time to time, shall be members of the Association.

1.2 The members of the Association, at any time, shall be permitted to convey and assign all of their rights, benefits and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the Winterwood Lots at the Winterwood Property.

1.3 The Association shall have all powers and rights granted to it under the First Winterwood Declaration, as well as the following powers and rights:

- (a) To manage, operate, maintain, improve, repair and replace Common Area "A," the Winterwood Court cul-de-sac island and other portions of the

Winterwood Plat Eight Property, including but not limited grass and landscape installation, grass mowing and maintenance, landscape maintenance, snow removal, driveway maintenance, and general maintenance.

- (b) To promote and seek to maintain the attractiveness, value and character of the Winterwood Lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Winterwood Declaration, or in any regulations which the Association may promulgate pursuant hereto, including establishing and enforcing a plan for the Association establishing an additional Association monthly fund for maintaining the outside painting and roof replacement of each residence.
- (c) To collect and dispose of funds as provided in Article II hereof.
- (d) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations.
- (e) To acquire title to Common Area "A" in Plat Eight from the Developer (as described in Section 4.2 hereof).

To adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of Common Area "A," the Winterwood Court cul-de-sac island and other portions of the Winterwood Plat Eight Property.

- (f) To carry out all other purposes for which it was organized and to exercise all rights which it may be granted under this Declaration.

1.4 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one vote in the Association for each Winterwood Lot which such member shall own. When more than one person holds an ownership interest in any Winterwood Lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Winterwood Lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any Winterwood Lot. Where a vote is cast by one of two or more owners of any Winterwood Lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer shall hold title to any Winterwood Lot(s), the Developer shall be entitled to nine (9) votes for each Winterwood Lot owned by it.

1.5 The Association shall be governed by a three (3) member board of trustees, elected from time to time by the members of the Association. The trustees shall be elected for three

(3) year terms, on a staggered basis, with one (1) trustee elected each year, in accordance with such procedures as may be adopted or promulgated from time to time by the Association.

ARTICLE II

ASSESSMENTS OF OWNERS

2.1 Each and every Winterwood Lot and Winterwood Lot owner shall be subject to a monthly assessment in such amount as may be determined from time to time by the Association. Such assessments shall be used by the Association for the purposes set forth *in* Section 1.3 hereof. Such assessments shall initially be in the amount of \$200.00 per month against each Winterwood Lot and said monthly assessments shall be subject to increase or decrease, from time to time, as determined by the Association in its sole discretion.

2.1.1 Each and every Winterwood Lot and Winterwood Lot owner may be subject to an addition to the monthly assessment for the purpose of establishing a separate and sequestered fund for the purpose(s) as follows:

2.1.2 A fund to re-paint all painted areas on each residence in Winterwood at a time and upon terms determined by the Developer or the Winterwood Home Owners association.

2.1.3 A fund to repair/replace each roof on each residence in Winterwood at a time and on terms determined by the Developer or the Winterwood Home Owners association.

The additional monthly assessment for each separate residence may be based upon the individual residence proportionate cost will be to all included residences.

2.2 The full monthly assessments against each Winterwood Lot (except for Winterwood Lots owned by the Developer) shall commence upon the earlier of (a) completion of construction of a residential unit upon the Winterwood Lot, or (b) the passage of eight (8) months' *time after* ownership of a Winterwood Lot is transferred from the Developer to any other person or entity. Any Winterwood Lot(s) owned by the Developer and containing a completed residential unit shall be subject to such assessments. Any Winterwood Lot(s) owned by the Developer and upon which a completed residential unit has not been constructed shall be subject to assessments in the amount of 25% of the regular monthly assessments. Notwithstanding anything else contained herein, in the event that a residential unit is constructed on two Winterwood Lots, such that the foundation of the residential unit is situated on portions of each of the Winterwood Lots, the monthly assessments against said two Villa Lots shall be 100% of the regular monthly assessments.

2.3 Subject to Sections 2.1.1, 2.1.2, 2.1.3 and 2.2 hereof, the assessments of Winterwood Lot owners in the Winterwood Plat Eight Property (and throughout the entire Winterwood Property) shall be determined, levied and made on a uniform basis, with each Winterwood Lot being subject to the same monthly assessment.

2.4 The aforesaid assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and

performing its powers, rights and functions as set forth in Section 1.3 hereof. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any Winterwood Lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's Winterwood Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

2.5 The Association shall have a perpetual lien upon the Winterwood Lots to secure the payment of the monthly assessments and each such assessment shall also be the personal obligation of the owner or owners of each Winterwood Lot at the time when the assessment becomes due. The lien of the monthly assessments shall arise against each Winterwood Lot on the first day of the month in which it is due and shall be prorated between the owners of parts of Winterwood Lots in accordance with the proportion which the area of each part of a Winterwood Lot to which each owner holds record title bears to the total area of the Winterwood Lot against which the monthly assessment is made. In the event of a failure to make payment of the monthly assessment within thirty (30) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Wood County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Winterwood At Stone Ridge Homeowners' Association claims a lien for unpaid monthly assessments for the months in the amount of \$ _____ against the following described premises:

(Insert Legal Description)

THE WINTERWOOD AT STONE RIDGE
HOMEOWNERS' ASSOCIATION

By: _____

It's: _____

STATE OF OHIO)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the _____, of THE WINTERWOOD STONE RIDGE HOMEOWNERS' ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

2.6 In the event any of said monthly assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each Winterwood Lot a lien and judgment for its resulting costs and expenses, including court costs and reasonable attorney fees involved in the collection thereof. No owner may waive or otherwise escape liability for the monthly assessments provided for herein by abandonment of such owner's Winterwood Lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Winterwood Lot shall not affect the assessment lien or relieve said Winterwood Lot from liability for any assessments or from the lien thereof. However, the sale or transfer of any Winterwood Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

ARTICLE III **EASEMENTS**

Developer, its successors and assigns, and/or the Association, reserves the right to go upon or permit any agent, employee, representative or contractor of Developer and/or the Association to go upon the lots from time to time to carry out and perform its powers, rights and duties as set forth herein.

ARTICLE IV **CUL-DE-SAC BOULEVARD ISLAND;** **COMMON AREA "A"**

4.1 The island at the Winterwood cul-de-sac in the Winterwood Plat Eight Property is located within the public right-of-way but is intended to be treated as if such area is a common

area. Such cul-de-sac island contains or is intended to contain landscaping and other similar amenities. The maintenance, repair and replacement of said landscaping and amenities shall be the responsibility of the Association, in accordance with Section 1.3 hereof.

4.2 The Developer, its successors and assigns, shall have the right, at any time, to convey fee simple title to all or any portion of Common Area "A" in Plat Eight to the Association, and in such instance, the Association shall be required to accept delivery of a quit claim deed for such purpose; provided, however, that the Association shall not be required to accept title to said Common Area "A" until such time as 50% of the Winterwood Lots are owned of record by persons or entities other than the Developer.

ARTICLE V **DURATION OF RESTRICTIONS; AMENDMENTS**

5.1 This Declaration shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January 2038, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

5.2 This Declaration may be amended or terminated with the written approval of the owners of not less than 51% of the Winterwood Lots, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and signed by all approving Winterwood Lot owners with the formalities required by law.

ARTICLE VI **ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS**

6.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Developer, the Association or any person or persons owning any Winterwood Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, agreement or restriction to prevent such violation or attempted violation, to cause the removal of any violation and/or to recover damages for such violation or attempted violation. In such proceedings, the Developer, the Association or the Winterwood Lot owner prosecuting such proceedings shall be entitled to recover its costs and expenses in that behalf, including attorney fees.

6.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order or amendment hereof by act of the owners of Winterwood Lots shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

6.3 All transfers and conveyances of each and every lot at the Winterwood Plat Eight Property shall be made subject to this Declaration.

6.4 Any notice required to be sent to any owner of a lot at the Winterwood Plat Eight Property or to the Developer shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer as such address appears on the applicable public records or on the records of the Association.

6.5 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Developer shall be freely assignable and shall inure to the benefit of the successors and assigns of the Developer.

6.6 Developer, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound hereby.

6.7 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

6.8 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and the provisions of the Plat Eight Declaration, the provisions of the Plat Eight Declaration shall take precedence, govern and control.

IN WITNESS WHEREOF, Winterwood, acting by and through its duly authorized representative has cause this Winterwood Declaration of Rights and Restrictions to be executed on its behalf this 13th day of February, 2019.

Signed and Acknowledged
in the presents of:

American Title Agency, Inc., Trustee

Witness: Muen H. Allen

By: Sandra L. Sheffler
Sandra L. Sheffler, its President

Witness: [Signature]

STATE OF OHIO)
) SS:
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this 13 day of FEB., 2019 by Sandra L. Sheffler the President of American Title Agency, Inc., Trustee.

Muen H. Allen
Notary Public



GWEN L. ALLEN
Notary Public, State of Ohio
My Commission Expires 3-6-2022

This instrument prepared by:
Robert E. Spitler
Spitler Huffman, LLP
131 E. Court St.
Bowling Green, OH 43402

Exhibit A

Inlots 7575, 7576, 7577, 7578, 7579, 7580, 7581, 7582, 7583, 7584, 7585, 7586, 7587, 7588, 7589, 7590, 7591, 7597 and 7598, all in Stone Ridge Golf Club Plat 8 in the City of Bowling Green, Wood County, Ohio.