

WOODLAND PARK
ESTATES

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HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

January 5th, 2020

Woodland Park Estates Homeowners Association
Rules and Regulations

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These Current Rules & Regulations supersedes all previous copies

I. Community Information

Association Fees

To fund any obligations arising from ownership of the common elements, all homeowners are annually assessed a proportionate share of the operating expenses. This assessment covers, but is not limited to, maintenance of green space, entry features, management fees, insurance and utilities

For the convenience of all homeowners, the Woodland Park Estates Homeowners Association (the "***Association***") provides an invoice for the payment of the assessment.

Landscaping

The Association takes pride in maintaining the landscaping within the common elements of the Woodland Park Estates subdivision (the "***Subdivision***"). This includes such services as mowing, lawn fertilization, mulching, and weed control with respect to said common elements.

All lots must be maintained in a neat and presentable manner at all times by the homeowner. This shall include, but not be limited to, mowing of grass, maintenance of landscaping, vegetation, and removal of weeds.

In the event the homeowner fails to maintain a lot in a neat and presentable manner, as determined by the Board of Directors of the Association (the "***Board***"), and after written notice and opportunity to be heard, the Board may perform the needed maintenance and charge the expense of such maintenance to the homeowner.

Requested maintenance must be completed 30 days from the date of the written notice from the board.

Upon receipt of the written notice from the Board, the owner will be entitled to a hearing before the Board or a designated committee on or before the 15th day from the date the notice is received. An owner's request for a hearing must be in writing and addressed to the Association. If the hearing is held before the designated committee, the owner is entitled to appeal the decision of that committee to the Board.

Snow Removal

The roads in Woodland Park Estates are public roads. Therefore, they are maintained by the Village of Lakeview.

For your safety and that of your neighbors the Association will plow the walking paths within 48 hours after a preceding snow storm; provided, however, in the event of a snow accumulation that would require additional equipment to clear the paths due to an excess amount of snow, the 48 hour duration could be longer. In the event of ice, the Association will not salt the walking paths.

II. Subdivision Rules and Regulations

Scope and Purpose

This section is included for the benefit of homeowners and for the purpose of maintaining a high quality community. The Code gives the Board the power and authority to adopt and publish certain rules and regulations governing the use of common elements and lots within the Subdivision and the personal conduct of the homeowners, occupants, and their guests.

Authority

These Rules and Regulations have been adopted pursuant to the authority granted to the Board by the Association under Ohio law, the Article of Incorporation and the Code of Regulations (the "***Code***").

Enforceability

The Code, pursuant to Ohio law, authorizes the Board to enforce the covenants and restrictions contained in the Code, the Lot Restrictions and these Rules and Regulations. The Code provides a variety of remedies, including, without limitation, assessment, enforcement, charges, and legal costs. The Board also has the power and authority to establish and levy enforcement charges for the violations of these Rules and Regulations as necessary.

III. Traffic and Parking

Parking of vehicles, including boats, in the Subdivision is permitted only in garages or on the concrete driveway of the residences. All driveways must be concrete No vehicle shall be parked in the street longer than 24 hours. In the event of a gathering and multiple vehicles on the street, access must be granted to the entrance of the walking paths and at least one lane must be maintained on the street. No parked vehicles shall block any fire hydrants.

In addition to its authority to levy individual lot assessments as enforcement assessments for the violation of these Rules and Regulations, the Board may cause the removal of any vehicle violating these Rules and Regulations.

Any "prohibited commercial vehicle" that is not being used to develop or improve property inside the Subdivision is barred from being parked in the Subdivision at any time. For the purpose of this section, the term "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials except no more than two (2) visible ladders. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one- ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, boat trailer, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked, or stored in any visible location on or in front of a lot or residence for a period of time longer that forty-eight (48) hours. After that time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed at the owner's expense.

Unpaved Areas

No vehicle, trailer or other over-the-road equipment shall be operated, parked, or stored on any area of the Subdivision that is not paved or a roadway.

Notwithstanding the above, the terms of this section III shall not be deemed to conflict with Lot Restriction 9. as designated on the Phase 3 plat of the Subdivision.

IV. Waiver of Liability

All persons using the common elements do so at their own risk and sole responsibility.

V. Occupancy

Rental

No lot, house, structure or real estate property in the Subdivision shall be rented for third party occupancy or leased at any time to a third party. All residences are intended for occupancy by the owner(s).

Pets

No animals that may become a nuisance or annoyance to the neighborhood shall be bred, raised or kept on any lot. No animals, birds, insects, livestock, or poultry of any kind shall be bred, raised or kept on

any lot except for dogs, cats or other household pets which are kept for domestic purposes only, and are not bred, raised or kept for any commercial purpose.

No pet shall be permitted into any common element or on any lot without being under the control of an adult attendant. This means all pets must be leashed and personally attended by a responsible person. It is not permissible to tether any pet in any common element or on any undeveloped lot. Homeowners are required to immediately clean up all pet waste in the common elements and on their lot.

If any electronic restraint system is used in order to contain pets, the appropriate signage visible from all sidewalks should so indicate. In addition, the restraint system should be installed so as to contain the animal to allow public use of all walking paths and common areas of the Subdivision, if one exists.

All pets, while outside of the home, must be attended by the homeowner or other occupant. It is not permissible to tether any pet in the yard area of a lot for an extended period of time.

Animals deemed to be dangerous or vicious according to Ohio law are prohibited. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or determined to be "dangerous" or "vicious" pursuant to the provisions of the Lakeview Village code, is specifically prohibited.

The pet agility park is for the sole use of residents of the Subdivision and their guests. Any guest must be accompanied by a resident at all times. The agility equipment is for pets only. Any destruction by pets, kids or adults will be assessed to the homeowner responsible for the damage.

New Homeowner

Within five (5) days after the closing of a home, the new homeowner shall notify the Association in writing, of the sale and provide basic name and address information. That information includes the homeowner's address, any address at which the homeowner wishes correspondence to be sent, and business/cell / home telephone numbers and email address.

VI. Architectural Rules and Regulations

Architectural Review Committee

Pursuant to the Code, all of the responsibilities set forth herein below, may be delegated by the Board to an architectural review committee of its choosing. Unless otherwise provided herein below, the prior written approval of the Board or its designated committee shall be required prior to the installation of any improvements contemplated herein.

Lot Restrictions

As set forth in the Lot Restrictions, each lot is subject to the following restrictions:
There shall be constructed no more than one (1) single-family dwelling and each dwelling must be used for residential purposes. Home offices shall be permitted as long as there are no employees other than

family members. Notwithstanding the forgoing provisions, the owner of any lot with a single-family dwelling constructed thereon may purchase an adjacent lot and construct a maximum of one (1) free-standing garage on one (1) other lot adjacent to said owner's lot containing the single-family dwelling. Any such permitted garage must be at least a two (2) car garage and have minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet. Said garage must match the appearance and overall scheme of the single-family dwelling located on the adjacent lot, and the style and appearance of the garage must be approved in writing by the Association prior to construction.

The Association has installed stone columns, Entrance walls, perimeter fence, light poles and fixtures on certain lots within the Subdivision. Said items are the property of the Association. The Association shall be responsible for maintaining, repairing and replacing all of such stone columns, entrance walls, perimeter fence, light poles and fixtures. The Association will be responsible for insuring such items.

All mailboxes, light posts and fixtures, and columns proposed for construction and/or installation by lot owners shall be consistent with the style and external design of mailboxes, light posts and fixtures, and columns located throughout the Subdivision, and the proposed location, design and materials for said items must be approved in writing by the Association prior to construction and/or installation of same by a lot owner. After approval, construction and/or installation of same, all such mailboxes, light posts and fixtures, and columns must be maintained in good condition and repair by the lot owner. Any repairs and/or replacements of such items shall utilize materials that are approved in writing by the Association.

Standard mailbox guidelines:
All mailbox and post detail to be black cast aluminum.
Mailbox face is to be flush with the back of the concrete curbing.
House numbers are to be located on the face of the mailbox only.

Required Mailbox Maintenance:
At all times a mailbox must be in good working order and appearance, and meet the following specifications:

a. Mailbox must be appropriately painted, not dented, rusting or peeling.
b. Mailbox door and flags must be operational, not bent or off hinges, and in good repair
c. Address lettering legible and in good repair
d. Post must be straight and not leaning more than 10 degrees in any direction
e. Attached newspaper boxes must be painted black and be straight
f. A mailbox must be appropriately secured to the pole without using tape, rope, cords, or other temporary supports

House colors and trim shall be conservative in nature.

Back yards only may be fenced and must be fenced in permanent black, white, or neutral color vinyl, aluminum, or other approved material that is substantially strong, not temporary in nature, and will not be more than 4 ½ feet in height. No chain link fence allowed. Fence shall complement the home and be of the same material, neutral color, and attractive style on both sides – if a fence is erected that is specifically manufactured with one "finished" or "beauty" side, the fence must be erected with the

finished (beauty side) facing out. No fence shall be erected that restricts access to walking paths or easements.

Privacy panels around one or more sides of a patio or deck are permitted. Privacy panels can extend from the rear plane of the house to the corner of the patio or deck, but shall not extend more than eighteen feet (18') beyond the rear plane of the house. Privacy panels shall complement the home and be the same material, neutral color and attractive style on both sides, and follow the same material and aesthetic guidelines as for fences. Privacy panels must be substantially strong, not temporary in nature. Privacy panels shall not be more than 6 feet (6') in height.

No building materials shall be stored outside of residence or garage on any lot except building materials to be used in construction or improvements to such lot, and such materials should be used within 60 days.

No structure or any part thereof shall be erected, placed or maintained on any lot nearer to any adjacent lot line or rear line than permitted by the appropriate Governmental authority's zoning and building requirements. No outbuildings, with the exception of any garage on an adjacent lot permitted by Section 1 hereof, shall be allowed for storage. Auxiliary structures such as carports, sheds, and doghouses are not permitted on any lot.

Basketball Boards are permitted as follows: (a) permanently installed basketball backboards with a transparent backboard; and (b) portable backboards which are not placed in the street or in a location that would advocate play in the street.

No swing set shall be permitted on any lot in which the unit exceeds 500 SQ. and it shall not exceed 13' in height conditioned that it does not cause a visual obstruction to neighbors and must be constructed of naturally durable wood or wood composite. The unit must be properly maintained and repaired.

No toys or other personal property shall be allowed to remain in the grass/yard area of any lot of the common elements, so as to permit regular mowing and maintenance by the Association.

All Containers for trash and garbage are to be located and maintained within the garage of each home. Trash containers may be set out after 5:00 p.m. the day prior to scheduled pick up day and shall be placed back in the garage the evening after pick up.

To the extent these rules do not conflict with any Federal, State or local law, regulation or code, satellite dishes which do not exceed 24 inches in diameter and which are professionally installed in an area not visible from the common elements or street do not require Board approval. All other installation requires Board approval, which will not be unreasonably withheld. No outside television or radio aerial or antenna, or other aerial or antenna shall be installed or maintained on the property except as noted above.

No commercial signs shall be permitted in either the yards or affixed to the houses except for the development and sale of lots of Woodland Park Estates.

Flagpoles will be permitted and subject to the following: (a) only one flagpole will be allowed per property; and (b) flagpole may be a maximum height of 20 feet. Said flagpole must be maintained in a safe and presentable condition. The flag of the United States may be displayed from said flagpole, with

reasonable restrictions on size and placement. State of Ohio flags as well as Army, Navy, Air Force, Marine Corps, Coast Guard, and POW/MIA flags, all with reasonable restrictions on size and placement, are allowed. Local high school, college, and professional sports team flags, containing no offensive language or graphics, with reasonable restrictions on size and placement, are allowed to be displayed seasonally.

Fire pits are permitted as long as they are in an approved container.

The following structures and improvements shall not be permitted on any part of the lots on any home: (a) outdoor clotheslines; (b) window air conditioners; (c) solar panels; or (d) Seasonal Displays, with the exception that seasonal displays must not be displayed for a period longer than 30 days prior to a given holiday till 30 days after the same holiday.

VII. Walking Paths

As set forth in the Lot Restrictions, the walking trails indicated on the plat shall be for the use and benefit of all lot owners in the Subdivision. Each lot owner shall be responsible for mowing and trimming grass and vegetation along the boundary of, or within, the portion of the walking path located on such owner's lot. Further, each lot owner shall be responsible for keeping the portion of the walking path located on such owner's lot free of debris and obstacles, except that lot owners shall not be responsible for the removal of snow and ice from the walking paths.

No gas -powered vehicles, other than maintenance vehicles, shall be permitted on the walking trails or on any Common Elements of Woodland Park Estates.

VIII. Park Rules & Regulations

a. No Gas Powered Motorized vehicles are permitted on any common area or walking path except maintenance vehicles.
    i. Only electric golf carts and scooters are permitted.
b. No Swimming.
c. No Boats are permitted on the retention pond except for remote controlled (RC) type boats or boats for maintenance.
d. No Hunting.
e. Patrons must obey all Local, State and Federal laws and regulations.
f. Fishing permitted- subject to state laws.
    i. Pond is catch and release only.
    ii. Stocking of the pond is only by the Board's guidance.
g. Parks are for the use of homeowners only. All guests must be accompanied by a resident of the Subdivision.

NO Lifeguard is on duty- anyone entering the water, walking on ice, or using any other park facility assumes all risks associated therewith

LOT RESTRICTIONS -WOODLAND PARK ESTATES.

1. On each lot as herein described, there shall be constructed no more than one (1) single-family dwelling and each dwelling must be used for residential purposes. Home offices shall be permitted as long as there are no employees other than family members. Notwithstanding the forgoing provisions, the owner of any lot with a single-family dwelling constructed thereon may construct a maximum of one (1) free-standing garage on one (1) other lot adjacent to said owner's lot containing the single-family dwelling. Any such permitted garage must be at least a two (2) car garage and have minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet. Said garage must match the appearance and overall scheme of the single-family dwelling located on the adjacent lot, and the style and appearance of the garage must be approved in writing by the Woodland Park Estate Homeowners Association prior to construction.

2. . Square footage of all dwellings shall not be less than:

    a. 1,300 square feet on a ranch, excluding porches, garages and basements. Dwellings must have an attached two (2) car garage minimum, with minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet.
    b. 1,500 square feet on a one and one-half (1 ½) or two (2) story, excluding porches, garages and basements. Dwellings must have an attached two (2) car garage minimum, with minimum dimensions of twenty-eight (28) feet by twenty-eight (28) feet.

3. No house trailer, mobile home, camper motor home, basement, tent shack, garage, barn or other structure of a temporary nature shall be used as a residence on any lot, temporarily or permanently.

4. No structure or any part thereof shall be erected, placed or maintained on any lot nearer to any adjacent lot line or rear line than permitted by the appropriate Governmental authority's zoning and building requirements. No outbuildings, with the exception of any garage on an adjacent lot permitted by Section 1 hereof, shall be allowed for storage.

5. No building materials shall be stored outside of residence or garage on any lot except building materials to be used in construction or improvements to such lot, and such materials should be used with in 60 days.

6. All rubbish and debris, combustible and non-combustible and all garbage shall be stored in and maintained in proper containers.

7. No animals that may become a nuisance or annoyance to the neighborhood shall be bred, raised or kept on any lot. No animals, birds, insects, livestock, or poultry of any kind shall be bred, raised or kept on any lot except for dogs, cats or other household pets which are kept for domestic purposes only, and are not bred, raised or kept for any commercial purpose.

8. No gas -powered vehicles, other than maintenance vehicles, shall be permitted on the walking trails.

9. No recreational vehicles, snowmobiles, boats, motorcycles, trailers, campers, large equipment, large trucks designed with a cargo weight in excess of 1gross ton, and other similar vehicles/ equipment shall be stored and / or parked on the streets of the development or on any lot, unless such vehicles / equipment are stored within a garage. No non -functioning automobile or other motor vehicle shall be parked more than 30 days on any street of the development or any lot, except with in a garage. After such 30 day period, any non-functioning vehicle shall be considered a nuisance and detrimental to the welfare of the development.

10. All lots must be properly maintained and well mowed, free of debris and have leaves removed on a regular basis.

11. Back yards only may be fenced, and must be fenced in either permanent black or white vinyl, aluminum or wood picket style fencing, that is substantially strong, not temporary in nature, and will not be more than 4 ½ feet in height. No chain link fence allowed.

12. No commercial signs shall be permitted in either the yards or affixed to the houses except for the development and sale of lots of Woodland Park Estates.

13. House colors and trim shall be conservative in nature.

14. Loud music and offensive noises shall not be permitted.

15. Swimming pools must be properly fenced in accordance with local zoning requirements. Only in-ground (i.e., pools constructed below the grade of the lot) shall be permitted on any lot.

16. Animals must be walked on leashes and owners shall properly dispose of all animal waste.

17. No new plantings or permanent structures to be permitted within an easement area.

18. No noxious or offensive trade or activity shall be transacted or engaged in on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood, nor shall any lot be used in any way for any purpose that would endanger the health or disturb the peace and quiet of the neighborhood.

19. The walking trails indicated on the plat shall be for the use and benefit of all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase. Each lot owner shall be responsible for mowing and trimming grass and vegetation along the boundary of, or within, the portion of the walking path located on such owner's lot. Further, each lot owner shall be responsible for keeping the portion of the walking path located on such owner's lot free of debris and obstacles, except that lot owners shall not be responsible for the removal of snow and ice from the walking paths.

    The Woodland Park Estates Homeowners Association has installed stone columns and light poles and fixtures on certain lots within the Woodland Park Estate development. Said items are the property of the Woodland Park Estate Homeowners Association. The Woodland Park Estate Homeowners Association shall be responsible for maintaining, repairing and replacing all of such stone columns and light poles and fixtures.

20. Except for the duties required of lot owners in section 19 of these lot use restrictions, all park areas, public areas and areas within the boundaries of designated walking paths set forth on the plat, if any, shall be maintained, repaired and mowed regularly by the Woodland Park Estates Homeowners Association, an Ohio Nonprofit Corporation.

21. These covenants and restrictions are for the benefit of: (i) all lot owners in all phases of the Woodland Park Estates development, whether such phase was created before of is created after this phase, (ii) the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation, and (iii) S & S Fine Homes, Ltd., an Ohio limited liability company, which is the developer of Woodland Park Estates. All of said parties shall have the right and legal standing, but not the obligation, to enforce these covenants and restrictions. Enforcements of these restrictions shall be by proceedings at law or equity against any person (s) or party (ies) violating or attempting to violate any covenant or restriction, seeking either to restrain any violation or to recover damages, including attorney fees and court costs resulting from said violation, together with any other remedy permissible under Ohio law.

22. Invalidation of any one or more of these covenants and restrictions by judgment or order issued by a court of competent jurisdiction shall in no way affect or invalidate any of the other covenants and restrictions, all of which shall remain in full force and effect.

23. These covenants and restrictions are to run with the land and shall be binding on all lot owners in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, their successors and assigns, and all parties and all persons claiming under any of them. These covenants and restrictions may be changed by the affirmative vote of owners owning at least seventy-five percent (75%) of the lots in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase. For the purpose of voting under this Section 23, each lot in all phases of Woodland Park Estates will have one (1) vote, without regard to the number of owners owning an interest in any single lot. Notwithstanding the foregoing provisions, for so long as S & S Fine Homes, Ltd. is the owner of any lot in any phase of Woodland Park Estates, any change to these covenants and restrictions must be approved by S & S Fine Homes, Ltd. in order for said change to be effective. Any such change(s) shall not take effect until a written amendment, containing such change(s) and signed by the owners of the requisite percentage of lots (and S & S Fine Homes, Ltd., as applicable), is properly filed in the real property records of the Logan County Recorder.

24. . Each owner of a lot in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, shall automatically become a member of the Woodland Park Estates Homeowners Association, an Ohio nonprofit corporation, which shall be established for the purpose, among other things, of maintaining, repairing and mowing regularly all park areas, public areas and areas within designated walking paths of Woodland Park Estates. Each lot owner shall be liable for assessments and/or dues as established from time to time in accordance with the Articles of Incorporation and Code of Regulations of Woodland Park Estates Homeowners Association. Such assessments and/or dues owed by each lot owner shall become a lien upon the lot(s) owned by such lot owner, subject only to the lien for real estate taxes and assessments, and any first mortgage lien against said lot(s). Subject to and in accordance with the provisions of the Articles of Incorporation and Code of Regulations of Woodland Park Estates Homeowners Association, for the purpose of determining each lot owner's membership share and corresponding number of votes in Woodland Park Estates Homeowners Association, said membership share and number of votes shall be determined on a per lot basis, meaning that each lot in all phases of Woodland Park Estates, whether such phase was created before or is created after this phase, shall have one (1) membership interest and one (1) vote in Woodland Park Estates Homeowners Association, without regard to the number of owners owning an interest in any single lot. Notwithstanding the foregoing provisions, as long as S&S Fine Homes, Ltd. owns any lot(s) in any phase of Woodland Park Estates, for assessment and dues purposes only, S&S Fine Homes, Ltd. shall be treated and assessed as owning only one (1) lot, regardless of the actual number of lots actually owned by S&S Fine Homes, Ltd. at any given point in time.

25. All mailboxes, light posts and fixtures, and columns proposed for construction and/or installation by lot owners shall be consistent with the style and external design of mailboxes, light posts and fixtures, and columns located throughout the Woodland Park Estates development, and the proposed location, design and materials for said items must be approved in writing by the Woodland Park Estates Homeowners Association prior to construction and/or installation of same by a lot owner. After approval, construction and/or installation of same, all such mailboxes, light posts and fixtures, and columns must be maintained in good condition and repair by the lot owner. Any repairs and/or replacements of such items shall utilize materials that are approved in writing by the Woodland Park Estates Homeowners Association.