



Welcome to
Meadowood



Meadowood

MEADOWOOD HOMEOWNERS ASSOCIATION

HOMEOWNERS GUIDE

It is our pleasure to welcome you as a new resident of Meadowood. The family setting, great location, landscaped entranceway and manicured landscaping along Darrow Road, on-site tot-lot and active neighborhood committees all contribute towards a quality living environment.

The attached Meadowood Subdivision Constitution and By-Laws and the Declaration of Restrictions and Amendments are enclosed for each new Meadowood homeowner. Every Meadowood resident is a member of the Meadowood Homeowners' Association (MHA). The Constitution and By-Laws provide for Association management. The enclosed deed restrictions encumber all lots within the Meadowood Subdivision. These restrictions cover minimum dwelling size, architectural review, fence restrictions, landscape installation, street trees and front yard trees, mailboxes, above ground swimming pools, satellite dishes, tool sheds, boat, RV and camper storage, driveways and pets.

The purpose of the deed restrictions for the Meadowood Subdivision is to protect the rights of each resident and to maintain Meadowood as a high quality community. The Declaration of Covenants, Charges and Liens for the Meadowood Homeowners Association -our legal document that deals with assessment collection shall be kept on file with the MHA Secretary. It is available for review upon written request of any homeowner.

The Meadowood Homeowners' Association is self-managed by the trustees elected at the Annual Homeowners' Meeting each spring. Please keep this new resident packet for future reference. If you have any questions or concerns, please contact any of the current MHA trustees. Updated phone numbers for MHA trustees can be found in the most recent Association Newsletter.

It is the Associations' responsibility to regulate and maintain the landscaped entranceway and easements and insure compliance with the deed restrictions. The ultimate goal is the protection and enhancement of our properties.

The landscaped areas at the entrance of Meadowood and within the landscape easement and the cul-de-sacs within the development are maintained by the MHA. Maintenance includes grass mowing, fertilization, mulching, bed maintenance and pruning. An annual assessment of \$60.00 per lot is collected to cover this maintenance and the administration of the Association. The annual fee can be changed by the Board of Trustees of the Association after consideration of costs and future needs of the Association. Notice of such change would be given at the appropriate time. We, the Board of Trustees of the Meadowood Homeowners' Association, welcome you to the neighborhood.

SPECIFICS ABOUT FENCES

Before construction of any fence, the following procedure must be followed:

1. Fences must conform to Twinsburg city code for fencing (obtain from City Hall).
2. A drawing of the fence plan which contains all measurements and placement on property (in relation to the house and property lines), is to be created by the owner and or contractor.
3. Submit this drawing to any of the MHA trustees for approval and signature. You will receive written acknowledgment in favor or denial of your request.
4. Submit the MHA approved plan to the Twinsburg Building Dept., at City Hall, for the building permit. All fencing requires a building permit. This is required by City of Twinsburg ordinance.

REQUIREMENTS SPECIFIC TO MEADOWOOD ARE AS FOLLOWS:

1. Fences must be 4 ft. in height. A request for no more than 40 feet of up to 6 ft. in height fence does comply with the city code, but requires a variance by the MHA Board of Trustees.
2. No chain-link or cyclone fencing is permitted anywhere within the Meadowood subdivision. Vinyl coated wire can be used with wooden split rail fencing, after obtaining a variance from the MHA Board.
3. All fence posts must be cemented in the ground and constructed of treated lumber.
4. Front yard fences are not permitted except where the fence is no more than 15 ft. from the front of the house and is parallel to the front of the house or to the front entrance walk. Variances to this requirement may be considered by the Board.
5. Tool sheds or any other storage structures, other than a garage attached to a dwelling, are not permitted on any subplot.

**MEADOWOON SUBDIVISION
DECLARATION OF RESTRICTIONS**

Note: This copy is a re-write of the original to improve the readability of the original. Copies of the original documents may be requested from the Meadowood Homeowners Association Board. All signatures, notary seals, stamps, etc. are not included in this copy of the document.

THIS DECLARATION is made and entered into this 14th day of April 1987 by TWIN MEADOWS DEVELOPMENT COMPANY, an Ohio General Partnership, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain- real property hereinafter- referred to as the "Subdivision" known and described in Exhibit "A" attached hereto and made a part hereof by reference.

NOW THEREFORE, declarant does establish hereby a general plan for the development, ownership, use and maintenance of each subplot in the Subdivision and the Improvements thereon and does hereby declare that the Subdivision and any part thereof shall henceforth be used, improved, occupied, maintained and conveyed subject to the restrictions, conditions and covenants set forth below & which shall run with the land and which shall be binding upon and inure to the benefit of Declarant and anyone who may hereafter become the owner of any subplot or sublots and any part thereof.

6. No dwelling shall be constructed on any subplot in the Subdivision other, than a one family dwelling with no less than a two car attached garage. Dwelling units shall contain at least 1,450 sq. ft. of living space exclusive of garages, basements and any porches and breeze ways,
7. Declarant must approve all plans and exterior materials and exterior colors for all dwellings to be constructed within the Subdivision before construction is undertaken.
8. A dwelling on any subplot in the Subdivision shall employ the use of earthtone colors for all exterior materials.
9. A dwelling on any subplot in the Subdivision shall be compatible in, exterior color and material with adjoining dwellings in the Subdivision. "Look alike" homes are prohibited.
10. A fireplace chimney or similar heating device exhaust flue, being a part of any dwelling on any subplot in the Subdivision, that will be observable from any street in-

the- Subdivision shall not expose any metal except for a rain cap.

11. Declarant must approve the style and material of, any fence on any subplot in the Subdivision before construction. is undertaken. Cyclone or chain link fence will not be permitted except those installed by the Declarant. A cyclone or chain link fence shall be permitted around a swimming pool with approval by Declarant and in accordance with the City of Twinsburg applicable code requirements.
12. No tractors, trailers, trucks, campers, motor homes, boats, or recreational vehicles shall be stored on any subplot in the Subdivision unless such vehicles are kept in a garage nor shall such vehicles be parked temporarily on any subplot for a period exceeding forty eight (48) hours.
13. Landscaping shall be installed at the front and side foundations of any dwelling in the Subdivision within nine (9) months of an occupancy permit being issued. Landscaping shall include the planting of a minimum of two (2) red maple trees within the tree-lawn with no less than a three inch (3") calipers. All yards shall be seeded and lawns established within nine months of occupancy.
14. A thirty (30) foot Greenbelt shall exist along the rear property lines of Sublots 1 through 7 and parallel with Darrow Road extending through all future lots which abut Darrow Road. Any deletions, additions or change to the landscape materials initially installed by the Declarant within the thirty (30) foot Greenbelt must be approved in writing by the Declarant. It is the responsibility of the owner to properly maintain the Greenbelt at all times. No buildings dwelling, accessory buildings or accessory use shall be permitted within the limits of the thirty (30) foot Greenbelt without the written approval of the Declarant.
15. Declarant must approve the original plan for curbside mailbox construction. All subsequent mailboxes shall be uniform.
16. No above-ground swimming pools are permitted on any subplot.
17. No satellite dishes used for the transmission or reception of television or radio signals shall be permitted on any subplot. No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of thirty five (35) feet in height above ground level and attached to the dwelling.
18. No tool sheds or accessory buildings utilized for the storage of lawn care products and equipment will be permitted on any subplot.
14. All residential driveways shall have a paved hard surface (asphalt or concrete).

19. All pets in the Development shall be leashed at all times and under the control of their owners.
20. Declarant reserves the right to modify, change, alter, cancel or rescind any of the above restrictions, conditions and covenants herein.
21. Invalidation of any one of the restrictions, conditions, or covenants herein by judgment or court order shall in no way affect any of the other provisions which shall *remain* in full force and affect.

IN WITNESS WHEREOF, Declarant has hereunto set its hand, this 14th day of April 1987.

Signed and acknowledged
In the presence of:

TWIN MEADOWS DEVELOPMENT COMPANY

BY: Twin SOM Development, Inc., Managing Partner

By:

Sam Miller.
Vice President

STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State personally appeared Sam H. Miller, Vice President of the above named TWIN SOM DEVELOPMENT, Inc. who did acknowledge that he did sign the foregoing instrument and that the same is his free act and deeds personally and as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 15th day of April 1987.

Notary Public

Prepared by:
Sunrise Development Co.
10800 Brookpark Road
Cleveland, Ohio 44130
(216) 267-1200

EXHIBIT *A*

PARCEL 1:

Situated in the City of Twinsburg, County Of Summit and State of Ohio and known as being part of Original Twinsburg Township Lot No. 1, Tract 2, and part of Original Twinsburg Lot No. 5, Tract 1-N, bounded and described as follows:

Beginning at the point of intersection of the North line of Summit County with the centerline of State Route 91 (Darrow Road), 60.00 feet wide, said beginning point being the P. I. of a curve having the following data as given on the State Highway Road Records, Delta = 7°, 45' 00"; Tangent = 97.00 feet, Arc= 193.70 feet;

Thence South 0° 33' 39" West, along the tangent of said curve, a distance of 97.00 feet to its P.C.;

Thence continuing South 0° 33' 39" West along the centerline of said State Route No. 91, and along the Easterly line of said Original Lot No. 1, a distance of 1666.11 feet to a point, said point being the Northeasterly corner of land conveyed to V. B. and E. Corbett, by Deed dated August 8, 1939;

Thence North 87° 31' 41" West, along the Northerly line of said land conveyed to V. B. and E. Corbett, and the Northerly line of land conveyed to W. Sukenik by Deed dated November 27, 1968, a distance of 4073.78 feet to a point in the Westerly line of Original Lot No. 1, said point also being the Northwesterly corner of land so conveyed to W. Sukenik;

Thence South 1° 9' 19" West, along the Westerly line of Lot No. 1, a distance of 914.42 feet to the Northeasterly corner of land conveyed to A. and I. D'Aloiso by Deed dated October 10, 1956;

Thence North 28° 22' 48" West, a distance of 1377.67 feet to a point;

Thence along the arc of a curve deflecting to the left 180.6 feet, said arc having a radius of 5756.65 feet and a chord which bears North 29° 16' 44" West, 180.6 feet to a point.

Thence South 88° 41' 24" East, along the Southerly line of land conveyed to Austin Powder Company a distance of 775.80 feet to the Southwesterly corner thereof.

Thence North 1° 34' 02" East, along the Easterly line of , land conveyed to the Austin Powder Company, a distance of 1321.83 feet to a point in the Northerly lint of Summit County;

Thence South 87° 20' 29" East, along the Northerly line of Summit County, a distance of 1199.72 feet to an angle point therein;

Excepting therefrom the following:

Situated In the City of Twinsburg, county of Summit, and State of Ohio and known as being part of Original Twinsburg Township Lot No. 5, Tract 1-N bounded and described as follows:

Beginning at a point in the centerline of Glenwood Drive, 60.00 feet wide- said point being distant South 88° 37' 00" East, along the said centerline of Glenwood Drive, 556.97 foot from the Easterly line of Heritage Estates Subdivision No. 11 as recorded in Plat Book 64, Pages 11 to 14 of Summit County Map Records;

Thence North 1° 50' 42" East, a distance of 552.60 feet to a point;

Thence South 89° 41' 50" East, a distance of 612.97 feet to a point in the Easterly Right of Way line of the Wheeling and Lake Erie Railroad and the principal place of beginning of the premises herein intended to be described;

Thence North 28° 22' 48" West, along the said Easterly line of the Wheeling and Lake Erie Railroads a distance of 808.01 feet to an iron pin set;

Thence North 31° 16' 54" East, a distance of 188.52 feet to an iron pin set;

Thence North 85° 11' 00" East. a distance of 149.26 foot to an iron pin set;

Thence South 77° 29' 38" East, a distance of 160.01 fast to an iron pin set in the Westerly line of land conveyed to W. Sukenik by deed dated November 27, 1968;

Thence South 1° 09' 19" West, along the Westerly line of land so conveyed to W. Sukenik a distance of 850.08 feet to a point;

Thence North 89° 41' 50" West, a distance of 1.63 feet to a point, said point being the principal place of beginning.

**FIRST AMENDMENT TO MEADOWOOD SUBDIVISION
DECLARATION OF RESTRICTIONS**

THIS FIRST AMENDMENT, made this 10th day of August, 1987 to the Meadowood Subdivision Declaration of Restrictions by Twin Meadows Development Company, an Ohio General Partnership (Declarant).

WITNESSETH:

Whereas , the Meadowood Subdivision Declaration of Restrictions as recorded in Volume 7452, pages 870 through 875 of the Summit County Records ("The Declaration") contains the following provisions.

Declarant reserves the right to modify, change, alter, cancel, or rescind any of the above restrictions, conditions, and covenants herein.

Now, therefore, pursuant to Item 16 of the Declaration said Declaration is hereby amended as follows:

Item 9 is hereby amended to read:

A thirty (30) foot greenbelt shall exist along the rear property lines of Sublots 1 through 7 and parallel with Darrow Road extending through all future lots which abut Darrow road. Any deletions, additions or changes to the landscape materials initially installed by the Declarant within the 30 foot greenbelt must be approved in writing by the Declarant. The Declarant shall be responsible for maintenance of the landscape materials located within the thirty (30) foot greenbelt up to but no later than January 1, 1990. After this date, the lot owner shall be responsible for maintenance of the landscaping within the greenbelt. In the event that an owner fails to maintain the area in the condition in which it was originally installed and maintained in the sole opinion of the Declarant, the Declarant reserves the right to enter upon said Greenbelt to do the necessary maintenance work at the sole expense of the owner. The Declarant shall retain this right until the entire Meadowood subdivision (as defined in Exhibit A to the Declaration) has been developed and all sublots sold. No buildings dwellings, accessory buildings, or accessory use shall be permitted within the limits of the thirty (30) foot Greenbelt without the written approval of the Declarant.

Except as herein above amended, all of the provisions of the Declaration shall be and remain in full force and effect.

In witness whereof, the undersigned has hereunto set its hand at Cleveland, Ohio on the date first above written:

Signed and acknowledged
In the presence of

TWIN MEADOWS DEVELOPMENT COMPANY
By: Twin SOM Development, Inc.
Managing Partner

STATE OF OHIO)
) SS
CUYAHOGA COUNTY)

Before me, a notary public in and for said County and State personally appeared the above named TWIN MEADOWS DEVELOPMENT COMPANY, by Sam M. Miller, its Vice President who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 10th day of August 1987.

This instrument prepared by:
Sunrise Development Co.

**SECOND AMENDMENT TO MEADOWOOD SUBDIVISION
DECLARATION OF RESTRICTIONS**

THIS SECOND AMENDMENT is made this 31st day of October, 1989, to the Meadowood Subdivision Declaration of Restrictions by Twin Meadows Development Company, Declarant.

WITNESSETH:

WHEREAS, the Meadowood Subdivision Declaration of Restrictions ('Declaration'), as recorded In Volume 7452, Page 870 of Summit County Records, provides as follows in Section 16:

“Declarant reserves the right to modify, change, alter, cancel or rescind any of the above restrictions, conditions and covenants herein.”

NOW THEREFORE, pursuant to Section 16 of the Declaration, Declarant takes the following action:

The restriction set forth in Section 5 of the Declaration is hereby cancelled and of no further force and effect.

The restriction set forth in Section 8 of the Declaration is hereby modified to provide as follows:

"Landscaping shall be installed at the front and side foundations of any dwelling in the Subdivision within nine (9) months of an occupancy permit being issued. Landscaping shall include the planting of a minimum of two (2) trees, one (1) tree shall be planted in the tree lawn and one (1) tree shall be planted in the front yard or in the tree lawn. The species of each of these two (2) trees shall be in accordance with the City of Twinsburg street tree requirements with no less than a three inch (3") caliper. All yards shall be seeded and lawns established within nine (9) months of occupancy.”

The restriction set forth in Section 9 of the Declaration, which restriction was amended by First Amendment recorded in Volume 7494, Page 67 of Summit County Records, is hereby modified and restated to provide as follows:

"A thirty (30) foot Greenbelt shall exist along the rear property line of Sublots 1 through 7 and parallel with Darrow Road extending through all future lots which abut Darrow Road. No driveways, dwellings, buildings, or other structures shall be permitted within the limits of the thirty (30) foot Greenbelt.”

The restriction set forth In Section 13 of the Declaration is hereby modified to provide as follows:

“No tool sheds or storage structures, other than a garage attached to dwelling, shall be installed, placed, or permitted on any subplot.”

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect, and are incorporated by reference as if fully rewritten herein.

IN WITNESS WHEREOF, Twin Meadows Development Company has hereunto set its hand at Cleveland, Ohio on the date first above written.

Signed and acknowledged
TWIN MEADOWS DEVELOPMENT
COMPANY, a partnership
in the presence of:

By:
TWIN SON DEVELOPMENT, INC.,
A Partner
Sam H. Miller, Vice President

By:
TWIN ACRES DEVELOPMENT CORP.,
a Partner

By:

Irwin M. Frank,

STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said Count and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by TWIN SON DEVELOPMENT, INC., by Sam H. Miller, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 31st day of October, 1989.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TWIN MEADOWS DEVELOPMENT COMPANY, by TWIN ACRES DEVELOPMENT CORP., by Irwin M. Frank, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 31 day of October 1989.

This instrument prepared by: Sunrise Development Co. 10800 Brookpark Road Cleveland, Ohio 44130

REVISION TO DECLARATION OF RESTRICTIONS

Paragraph 12 concerning satellite dishes has been superceded by federal law in that the federal law allows direct broadcast satellite dishes 39" or less in diameter. This has been permitted since Summer 1996. Therefore any MHA resident may put up a satellite dish without approval by the board if it is within these federal guidelines.