

DECLARATION OF RESTRICTIONS

AS TO

WILLIAMSBURG ON THE RIVER, SECOND AND THIRD EXTENSIONS SUBDIVISIONS IN
WASHINGTON TOWNSHIP, WOOD COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS is made and adopted by William R. Wumer an individual whose business mailing address is P.O. Box 325, *Perrysburg*, Ohio 43551 (the "Developer") and The Williamsburg Association, an Ohio nonprofit corporation (the "Association"), on the day and year, hereafter set forth. WHEREAS, Developer is the owner in fee simple of all of the property more fully described in Exhibit A (Second Extension) and Exhibit B (Third Extension) attached hereto and made a part hereof.

WHEREAS, such property is designated on a plat recorded in Volume , Page _____ of the Wood County, Ohio Record of Plats (the "Plat") as Williamsburg On The River Second and Third extensions, subdivisions in Washington Township, Wood County, Ohio ("Williamsburg II/III" and/or "the Subdivision") which has been subdivided into forty-six residential lots numbered eighty-two through one hundred twenty-seven inclusive ("Lots") and one (1) lake access and recreational lot

designated on the Plat and hereafter referred to as "Lot A"; and,

WHEREAS, the Association was formed by an affiliate of the Developer (Shetland Hills Corporation, formerly an Ohio corporation), at the time of the Development of Williamsburg On The River ("Williamsburg") for the purposes of (i) owning and maintaining properties of the Association, which were held and maintained for the benefit of owners of Williamsburg; (ii) enforcing the restrictions affecting all lots within Williamsburg; and, (iii) such other purposes as permitted by the Articles of Incorporation of the Association ("Articles"), and, its by-laws ("BM-laws") as from time to time amended; and,

WHEREAS, prior to the completion of the sale of all lots in Williamsburg, Developer commenced the development of Williamsburg On The River, First Extension ("Williamsburg I"); and,

WHEREAS, the members of the Association are all of the record owners of the single family lots in Williamsburg and Williamsburg I; and,

WHEREAS, Developer and Association desire to establish a general plan for the development of Williamsburg II/III in a manner compatible with Williamsburg and Williamsburg I and to establish restrictions on the use and enjoyment of the Lots as hereafter set forth.

NOW, THEREFORE, in furtherance of *the* general plan of development originally conceived by the Developer prior to the commencement of Williamsburg; the conveyance by the Developer of Lot A to the Association; the amendment of the Articles and By-laws of the Association to permit owners of Lots in Williamsburg II/III to become members of the Association with equal rights and status of present members of the Association and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the Association do for themselves, their heirs, personal representatives, successors and assigns, hereby declare, covenant and stipulate *that* all Lots shown on the Plat shall hereafter be conveyed by Developer and his heirs, personal *representatives* and assigns subject to the following restrictions, covenants and conditions constituting these Declaration of Restrictions ("Restrictions"):

ARTICLE I

USE OF LAND

1.1 Number of Residential Lots. The Subdivision shall consist of the forty-six (46) residential Lots shown on the Plat numbered consecutively eighty-two through one hundred twenty-seven, inclusive each of which shall have not less than eighty-five (85) feet of frontage on a dedicated street. Lots may be split and/or combined upon obtaining any requisite governmental approvals as long as no Lot shall have less than eighty-five (85) feet of frontage at the building line, provided, however that no person other than Developer may split any Lot without obtaining the prior approval of the Architectural Control Committee.

1.2 Access Lot. The Subdivision shall also include Lot A as shown on the Plat which shall be conveyed by Developer to the Association along with the lake abutting the Subdivision to be used in common by the members of the Association exclusively for access and recreational purposes approved by the Architectural Control Committee. Lot A may not be split or used for any other purposes other than access to the lake abutting the Subdivision and permitted recreational purposes.

1.3 Erection of Dwellings on Lots. No buildings other than one (1) single family residence containing not less than 1200 Sq. ft. of living area on the first floor if the Structure is a one and one half story or two story residence or 1800 sq. ft. of living area if the Structure is a one story residence (measured from the outside exterior walls, but excluding basements and garages) having both a private entranceway and an attached garage of not less than two (2) car capacity ("Dwelling") shall be erected, placed or maintained on any Lot. Plans for each dwelling shall be approved by the Architectural Control Committee prior to the commencement of construction.

1.4 Completion of Dwelling. The construction of a Dwelling on any Lot *must* be completed within one (1) year following the commencement of construction. No sod, dirt or gravel other than *that* incidental to construction of an approved Dwelling shall be removed from any Lot without the approval of the Architectural Control Committee. Each Dwelling shall have a mailbox constructed and installed at the curb identical to mailboxes required in Williamsburg and Williamsburg I.

1.5 Use Restrictions. No portion of any Lot shall be used for any use or purpose other than residential purposes; provided, however, any builder may use a constructed Dwelling as a "model" for a period not to exceed 1 year. No noxious, offensive or unreasonably disturbing activities shall be conducted upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any Lot other than a well for water for recreation or maintenance purposes which shall first have been approved by

the Architectural Control Committee. No Lot shall be used for the storage of automobiles, trailers, recreational vehicles or watercraft; scrap, salvage or recyclable materials of any kind; or, building products or materials except *that* during the period while a Dwelling is being constructed, building materials to be used in construction of a Dwelling may be stored thereon, provided however, *that* any building materials not incorporated into a Dwelling within ninety (90) days after delivery shall be removed therefrom.

1.6 Pets. Dogs, cats or other household pets suitably maintained and housed within a Dwelling may be kept, subject to rules and regulations adopted by the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purposes.

1.7 Lakes. Owners of Lots in the Subdivision, members of such Lot owner's family, his guests and invitees shall have a non-exclusive license to use and enjoy the lake abutting the Subdivision together with other lakes abutting Williamsburg and Williamsburg I in common with all members of the Association provided, however, that no watercraft used on any lake shall be powered by a motor having an engine in excess of 9 1/2 horsepower. Owners of Lots abutting the lake may erect, construct, install and use docks, moorings and shore stations approved by the Architectural Control Committee provided, however, any dock shall be constructed and installed parallel to the rear lot line of the abutting Lot and shall not extend more than four (4) feet into the lake. Owners of Lots not abutting the lake of the Subdivision shall have access to the lakes owned by the Association over and upon Lot A and other common areas of Williamsburg and Williamsburg I. The Association may construct on Lot A a dock of any size acceptable to

the Architectural Control Committee for the exclusive, non-commercial use of members of the Association. In addition to the foregoing, the Association shall have the right to adopt from time to time additional and consistent reasonable rules and regulations to regulate and control the use of Lot A; the regulation of watercraft on the lakes; and, use of the lakes.

1.8 Signs. No signs of any character other than signs of not more than six (6) square feet advertising the sale of a Lot located no closer than five (5) feet from the building line shown on *the* Plat of the Lot to be sold shall be erected, placed, posted or otherwise displayed on or about any Lot. Notwithstanding the foregoing the Developer shall be permitted to erect and maintain signs, regardless of size, advertising the sale of Lots within the Subdivision.

1.9 Miscellaneous. No trailer, basement, tent, shack, garage, mobile home or other temporary shelter or housing device shall be maintained or used temporarily or permanently as a residence. No Dwelling shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications previously approved by the Architectural Control Committee. No truck, boat, bus, tent, mobile home, recreational vehicle or trailer shall be stored on any Lot unless housed within the attached garage of a Dwelling. All rubbish, debris, and garbage shall be stored and maintained in containers entirely within a Dwelling or enclosed behind an approved wall with a minimum height of five feet and with an approved access gate. Additional regulations for the storage, maintenance and disposal of rubbish, debris, lawn clippings, leaves and garbage may from time to time be established by the Association.

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all Dwellings, "Structures" (including, but not limited to, signs, fences, walls, walkways, stairways, driveways, hedges, docks, moorings and shore stations); or "Improvements" (including but not limited to moveable items of tangible personal property such as playground equipment and the like) to be constructed or placed upon a Lot or extending into the lake abutting a Lot shall be submitted for examination and approval to the Architectural Control Committee. No Dwelling, Structure or Improvement shall be constructed or placed upon any Lot until the plans and specifications for such Dwelling, Structure or Improvement have been approved in writing by the Architectural Control Committee. Furthermore, no addition, change or alteration may be made to any Dwelling until such additions, changes or alterations have been approved in writing by the Architectural Control Committee.

2.2 Contents of Plans and Specifications. All plans and specifications shall show the dimensions of the Dwelling, Structure or Improvement; location on the Lot; the architectural design; the construction materials and color scheme of the proposed Dwelling, Structure or Improvement; the grading plan for the Dwelling site; and, the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof within its records. After approval of the plans and specifications but prior to construction, the Architectural Control Committee shall be furnished with a copy of a survey showing all

foundation stakes in relation to the Lot lines prepared by a registered surveyor and following completion of construction, erection or installation a survey or accurate drawing showing the location of *the* completed Dwelling, Structure or Improvement in relationship to all other Structures or Improvements on the Lot.

2.3 Action by the Architectural Control Committee. The Architectural Control Committee shall approve, reject or approve *with* modifications all submissions within twenty (20) days after submission of plans and specifications by a Lot owner. Failure of the Architectural Control Committee to respond within such period shall be deemed to be disapproval of the submission.

2.4 Architectural Theme. The site plan for all Lots and all Dwellings or other structures to be constructed on the Lots shall conform to Developer's architectural theme for the Subdivision which contemplates the use of historically traditional European and American styles of architecture with extensive landscaping to establish a cohesive architectural plan. Developer shall establish roof designs, materials, trim colors, brick, stucco and wood specifications and window detail to assist the Architectural Control Committee in approving plans and specifications. Specifically, however, any single story Dwelling shall have a minimum roof pitch of 12 and any story and one half or two story Dwelling shall have a minimum roof pitch of 8 as to seventy percent (70%) of the roof; roof materials shall be slate, tile, shake cedar shingle, #1 cedar shingle or an asphalt shingle of complementary style and color range; all windows shall be wood double hung or casement, but may be vinyl or metal clad on the exterior; siding shall be single board wood or approved single board

composition siding or solid vinyl with a maximum exposed lap of eight inches approved by the Architectural Control Committee (aluminum or metal siding of any kind is expressly prohibited); driveways shall be concrete, asphalt or brick pavers; walkways may be concrete or brick or stone pavers; decks shall be constructed of treated lumber and be painted or stained to compliment the color palette of the Dwelling. All driveways in the Subdivision shall provide access to the roadways of the Subdivision. All required garages attached to Dwellings shall either be "side-load" or "rear-load" and for such purposes, Dwellings constructed upon Lots 82, 101, 106 and 119 to 126, inclusive shall be deemed to front on East Back Bay Road and Lots 105 and 127 shall be deemed to front on Sugar Creek Road.

2.5 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications, Developer intends to assure *the* development of Williamsburg II/III as an architecturally harmonious, artistic and desirable residential subdivision, with individual Dwellings to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the Judgment of the Architectural Control Committee, complement one another and promote *the* harmony and desirability of the Subdivision viewed as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed Dwelling, *Structure or Improvement; its* effect on the view and outlook from other Lots; the extent to which *its* location and configuration preserves the natural attributes of the Lot; and, such other matters as may be deemed to be in the interest of other Lot owners. Any determination made by the Architectural Control Committee, in good

faith, shall be binding on all parties in interest.

2.6 Location of Dwelling and Other Structures. All Dwellings shall be erected wholly within the Lot lines and behind the building line shown on the Plat except extensions of bays or overhangs approved by the Architectural Control Committee which may extend over the building line. The Dwelling must maintain required side yard requirements of the Washington Township Zoning ordinance ("Zoning Ordinance") unless (i) a variance shall be first obtained and, any reduction of minimum side yard requirements shall also be approved by the Architectural Control Committee. If approved by the Architectural Control Committee, stone or brick pavers or concrete walkways and concrete, asphalt or brick paved driveways may extend into the front yard shown on the Plat. Additionally, patios, driveways, stone or brick pavers or concrete walkways, open porches and treated wooden decks or stairway decorative wood or masonry walls and fences which do not obstruct lake or vista views; swimming pools, reflecting pools or fountains, greenhouses, trellis and gazebos (collectively referred to as "Permitted Improvements"), may extend into the side and rear yards of a Lot if permitted under the Zoning Ordinance and thereafter approved by the Architectural Control Committee.

2.7 Maximum Height. No Dwelling shall be greater than two and one-half (2 1/2) stories, not more than thirty-five (35) feet in height at its highest roof peak above the main (first) floor level, unless approved by the Architectural Control Committee.

2.8 Minimum Height. No Dwelling at its roof peak shall be less than twenty (20) feet in height above *the* main (first) floor level unless approved by the Architectural Control Committee.

2.9 Landscaping. Not less than three percent (3%) of the overall cost of improvements constructed on a Lot by contractors other than the Developer and/or his affiliated companies shall be expended for landscaping. For purposes of the foregoing sentence, landscaping costs shall include expenditures for sidewalks (not driveways) ,approved decorative fences and walls, approved open decks and patios, and plantings. All front yard areas not devoted to the Dwelling, approved structures, or planting areas shall be sodded or hydro-seeded. Prior to commencement of construction on any Lot, a detailed landscaping plan for such Lot shall be submitted to and approved by the Architectural Control Committee. The landscape plan shall identify all planting materials by specimen name and size. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

2.10 Trees. Developer and the Association shall preserve, insofar as possible and consistent with the development of Williamsburg II/III, the trees and natural attributes of the Subdivision. No trees greater than six inches in diameter at four feet above grade shall be removed in connection with the development of any Lot except as approved by the Architectural Control Committee. Developer reserves to himself and his successors the right at his expense to remove, relocate or plant trees, shrubbery and other landscaping materials including fencing and walkways in right-of-way areas of the Subdivision.

2.11 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all building sites and to fix the grade at which any Dwelling or structure shall be erected or placed thereon, so that the same may conform to a general plan

for the development and use of Williamsburg II/III.

2.12 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these Restrictions. In the event of a violation, Developer, the Association or any Lot owner may (but shall not be required to) seek injunctive relief from a court of competent Jurisdiction. If a court orders injunctive relief or the Lot owner acknowledges a violation and agrees to cease and desist, then, all costs associated with any action to abate a violation of these Restrictions, including reasonable attorney fees, shall be paid by the Lot owner who committed the violation.

2.13 Membership of Architectural Control Committee. Until such time as the Developer shall have sold and conveyed all of the Lots to others and Dwellings shall have been erected thereon, the Architectural Control Committee shall consist of the Developer and such other persons as the Developer shall from time to time designate. Thereafter members of *the* Architectural Control Committee shall be appointed by the Association. The Developer hereby expressly reserves to himself, and to his heirs, personal representatives and assigns; (i) *the* right and privilege to assign his appointment rights under this Section 2.13 to any successor to his interest as Developer of the Subdivision; and, (ii) *the* right and privilege to relinquish to the Association his said appointment rights. Such assignment

or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by his heirs, personal representatives or assigns shall be filed for record with the Wood County, Ohio Recorder.

2.14 Voting by Architectural Control Committee; Non-Liability for Determinations. Determinations by the Architectural Control Committee shall be made by the Developer and by a majority of the members present at any meeting if the Developer shall expand the Architectural Control Committee. Unless waived by all members of the committee, not less than two days notice of a meeting shall be given each member in writing or by telephone at his residence address. Although the Architectural Control Committee and Developer are granted by the Restrictions certain discretions and rights of approval, disapproval and interpretation, the owners of the Lots as further consideration for the conveyance to them of such Lots, do, for themselves, their heirs, personal *representatives*, successors and assigns, and their successor in the ownership of such Lots, by their acceptance of *the* conveyance of such Lots, release and forever discharge the Architectural Control Committee and Developer from any claims *they* may have against either the Architectural Control Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval, and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE III
WILLIAMSBURG HOMEOWNERS' ASSOCIATION

3.1 Membership in Association. All owners of Lots in Williamsburg

II/III and all persons who hereafter acquire title to a Lot in the Subdivision, shall automatically become members of the Association. Owners of Lots shall be entitled to all the rights and privileges accorded Lot owners of Williamsburg and Williamsburg I who are also members of the Association and shall be subject to all of the duties and obligations set forth in the Plat; these Restrictions; and, the Articles and By-laws of the Association as from time to time amended.

3.2 Association Rights. The Association in addition to all other powers and rights enumerated in other Articles of these Restrictions, its Articles and BM-laws shall have the express power and right:

(a) to acquire title from Developer to Lot A (as shown on the Plat) as well as any other Common Areas shown on the Plat which areas together with other parcels of land and improvements located thereon owned by the Association in the Plats of Williamsburg and Williamsburg I are hereinafter referred to as the "Common Areas";

(b) to acquire title from the Developer to all improvements made within the Common Areas;

(c) to designate, improve, manage, maintain and abandon the Common Areas as recreational sites and construct, locate, own maintain and remove Structures and Improvements approved by the *Architectural Control Committee* within the Common Areas;

(d) to enforce all provisions of these Restrictions as well as all rules and regulations which the Association may promulgate; and,

(e) to assess in a uniform manner all members of the Association for the reasonable costs and expenses of owning, improving and maintaining the Common Areas and for operating the Association.

3.3 Rights of Lot Members. Each Lot owner and such member's family, guests and invitees, shall have the right and non-exclusive license to use and enjoy in common with all other members of the Association, all Common Areas wherever located for all purposes incident to the use and occupancy of a Lot as a place of residence (except to the extent such use may be

restricted, regulated or prohibited by the Association as permitted by these Restrictions or the Articles and By-laws of the Association). Lot owners, such member's family, guests and invitees shall use the Common Areas in such manner as will not restrict, impede or interfere with the use thereof by other members of the Association, and their respective families, guests and invitees, except to the extent the Association (through rules and regulations uniformly adopted and applied) shall effect such use and enjoyment.

3.4 Voting Rights. Each Lot owner shall be entitled to one (1) vote in the Association for each Lot which he or she shall own, except the owner of abutting Lots or a portion thereof upon which only one (1) Dwelling has been constructed shall be entitled to only one (1) vote in the Association with respect to such combined lot. If more than one person shall hold an ownership *interest* in any Lot, all persons holding such ownership interest shall be members of the Association and in such event the vote(s) for such Lot shall be exercised as the owners may among themselves determine. Where a vote is cast by one of two or more owners of any Lot, *the* Association shall not be obligated to see to the authority of the member casting *the* Vote.

3.5 Maintenance Fee and Assessments. Each Lot owner (other than Developer or an agent of the Developer, including a title-holding Trustee) shall be liable for maintenance fees and assessments in such amounts as the Association may from time to time uniformly adopt and assess against all Lots in Williamsburg, Williamsburg I and Williamsburg II/III other than Lots owned by the Developer which shall be exempt from all fees and assessments *until* conveyed in a transfer not exempt from the statutory

conveyance fee. Present maintenance fees are 8125.00 per year, but may be adjusted from time to time by appropriate action of the Association

3.6 Lien to Secure Payment of Fees and Assessments. The Association shall have a perpetual lien upon each Lot to secure the payment of all maintenance fees and assessments and such fees and assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners) of each Lot as of the time when the fees or assessments are approved by the Association. If default occurs in the payment of any fee or any assessment for a period of sixty (60) days after its due date, a "Notice of Lien;" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Wood County, Ohio:

Notice of Lien

Notice is hereby given that The Williamsburg Association claims a lien for unpaid maintenance fees and/or assessments for the period(s) in the amount of \$_____ against the following described premises (Insert legal description)

THE WILLIAMSBURG ASSOCIATION

By

President

STATE OF OHIO)
) **ss:**
COUNTY OF WOOD)

The following instrument was acknowledged
before me this day of
19 , by , President of

THE WILLIAMSBURG ASSOCIATION, an Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said fees and 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 the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each Lot a lien for its costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for maintenance fees and assessments by non-use of the Common Areas or any facilities located thereon. The lien of all fees and assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien; provided, however, that the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of the Association as to payments which became due *prior to such sale or transfer*. No sale or transfer shall relieve such Lot from liability for any fees or assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

RESERVED RIGHT

4.1 Rights Reserved by Developer. Developer reserves to himself, and his heirs, personal representatives and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or his heirs, personal representatives and assigns for the services of the Subdivision on, over, below, or under all of the

areas designated as "Common Area", "Utility Easements", Lot A or words of similar import, on the Plat and along and upon all highways now existing or hereafter established and abutting all the Lots in the Subdivision.

Developer also reserves to himself, and to his heirs, personal representatives and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the Lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such -- equipment. Developer also reserves to himself, his heirs, personal representatives and assigns the right to designate rights-of-way in the Common Areas to *interconnect* the Subdivision roadways now existing or to be constructed upon the properties abutting the Subdivision. No owner of any Lot shall have the right to reserve or grant any easement or rights-of-way upon or over any of the Lots without *the* prior written consent of the Developer, and his assigns.

4.2 Rights Reserved by the Association. The Association reserves to itself and to its successors and assigns the right to grant licenses, leases and easements in connection *with* the development of the Common Areas. This reservation shall not supersede or interfere with the rights reserved by Developer in paragraph 4.1 hereof and this paragraph shall not be construed to require the consent or approval of the Association in connection with the exercise by Developer of the rights reserved in paragraph 4.1 hereof. The Association shall also have the right to enter into leases with *entities* formed and organized for the purpose of constructing, owning, operating and maintaining docks, mooring and shore stations extending into the Lake abutting the Subdivision and located upon

or abutting the Common Areas, provided however that such entities shall be comprised solely of members of the Association and the only watercraft permanently docked or moored at such facilities shall be owned by a member of the Association.

ARTICLE V

SPECIAL LAKE PROVISIONS

5.1 Liability for Acts. Each Lot owner shall be liable to the Association for any acts or omissions of a member of his family, his agents, invitees, or employees which adversely effects the integrity of the lake abutting the Subdivision including the dams and spill-ways.

5.2 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

NOTHING IN THESE RESTRICTIONS SHALL BE CONSTRUED AS A REPRESENTATION, WARRANTY OR COVENANT BY THE DEVELOPER, AS TO THE CONDITION OF THE BANKS ABUTTING THE LAKE OR ANY DAMS OR SPILL-WAYS NOW EXISTING OR HEREAFTER CONSTRUCTED IN CONNECTION WITH THE DEVELOPMENT OF THE SUBDIVISIONS AT THE TIME OF THE CONVEYANCE OF ANY LOT TO ANY PURCHASER OR OF THE CONVEYANCE OF THE COMMON AREAS TO THE ASSOCIATION AND FOLLOWING SUCH CONVEYANCE THE ASSOCIATION SHALL ASSUME FULL AND COMPLETE RESPONSIBILITY FOR MAINTAINING THE INTEGRITY OF THE COMMON AREAS, THE LAKE, ALL DAMS AND SPILL-WAYS.

ARTICLE VI

DURATION OF RESTRICTIONS, AMENDMENTS

6.1 Term. These covenants and restrictions shall run with the land and shall be binding upon Developer, the Association, and all persons

claiming under or through Developer or the Association until the first day of January, 2015, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. These covenants and restrictions may be amended prior to January 1, 2015, with the written approval of the then owners of not less than seventy-five percent (75%) of *the* Lots in Williamsburg II/III, 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 the required number of approving Lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2015, and may be amended or terminated thereafter with the written approval of the owners of not less than sixty percent (60%) of the Lots in Williamsburg II/III upon the filing of an instrument with the Recorder of Wood County, Ohio.

ARTICLEVII

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

7.1 Violations Unlawful. Any violation or *attempt to* violate any of the covenants and restrictions herein shall be unlawful. Developer, the Association, the Architectural Control Committee or any person or persons owning any Lot in Williamsburg II/III may prosecute any proceedings at law, or in equity against the person or persons violating *or attempting to* violate any restrictions to prevent him or them from so doing; to cause the removal of any violation; and/or, to recover damages for such violation or *attempted* violation.

7.2 Saving Clause. Invalidation of any of the restrictions herein

contained by judgment or court order or amendment hereof by act of the owners of Lots in Williamsburg II/III shall not affect any of the other provisions contained in these Restrictions, which shall remain in full force and effect.

7.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every Lot in Williamsburg II/III shall be made subject to these restrictions.

7.4 Notices. Any notice required to be sent to the owner of a Lot or any part thereof, or Developer or to the Association or the Architectural Control Committee 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 or to the Association or to any members of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

7.5 Developer's Rights Assignable; Interpretation of Restrictions. The rights, privileges and powers granted by these Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the heirs personal representatives and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Wood County, Ohio. Developer shall have the right to construe and interpret these Restrictions, and his construction and interpretation, in good faith, shall be final and binding as to all persons and *property* benefited by such Restrictions. Developer reserves the right to relinquish his power to construe and interpret these Restrictions by a written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the

Association.

7.6 No Waiver of Violations. 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.

7.7 Limitation of Warranties; Indemnification of Trustees, etc. of Association. By acceptance and recording of a deed to a Lot in Williamsburg II/III, each Lot owner shall be deemed to have acknowledged and agreed that there are not representations or warranties, express or implied, by the Developer or the Association with respect to the *merchantability*, fitness, or suitability of the Lots for the construction of residence or with respect to the Subdivision other than as expressly stated in writing (i) by the Developer to the Lot owner; or, (ii) in these Restrictions; or, (iii) in the Articles of Incorporation and By-laws of the Association. The Articles or By-laws of the Association provide that the Trustees, officer, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association in good faith, including their actions taken under this Declaration of Restrictions.

7.8 Waiver of Restrictions by Architectural Control Committee. Each Lot owner, by acceptance of a deed to a Lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of *structures*, location of natural features such as trees or topography of the Lot upon which a Dwelling or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat

or any provision of these Restrictions would work a hardship, the Architectural Control *Committee* may, in writing, grant waivers from these Restrictions as to such Lot so as to permit the erection of such Dwelling or the making of the proposed improvements.

7.9 Modification of Restrictions; Hardship. In the event of a material change in conditions or circumstances from those existing at the time these Restrictions are adopted which would cause the enforcement of these Restrictions to become a hardship upon any of the owners of the Lots, or which would cause such Restrictions to cease being beneficial' to the owners of the Lots, Developer and/or any owner or owners of the Lots shall have the right to modify these Restrictions so as to remove the hardship, or make the Restrictions such as to be beneficial to all Lot owners, by filing for record with the Wood County, Ohio Recorder an instrument adopting such modification to these Restrictions and signed by a least fifty percent (50%) members of the Association with the formalities required by law.

7.10 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these Restrictions.

7.11 Construction. This Agreement shall be constructed and enforced applying Ohio law and in connection with any such construction the masculine shall include the feminine and the singular shall include the plural unless the context shall clearly require otherwise.

7.12 Non-Discrimination. These Restrictions shall be applied, and enforced by the Developer, the Association and the Architectural Control

Committee in a uniform manner and in the exercise of any discretion given or reserved to any of them they shall not in any manner discriminate against any Lot owner because of such Lot owner's age, race, sex, color, creed or national origin.

7.13 Dissolution of Association. The Association may be dissolved with the written and signed assent of members having not less than two-thirds (2/3) of the voting power of all members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the Common Areas owned in fee by the Association, other than incident to a merger or consolidation, improvements thereon and all other assets owned by the corporation shall be dedicated to the Trustees of Washington Township or to an appropriate public agency to be used for purposes similar to those for which the Association was created and as contemplated by the Restrictions. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Restrictions to be executed by him, and its duly authorized officers on the day of August, 1991.

Signed and acknowledged
in the presence of:

William R. Wumer
(as Developer)

Sharon K. Wumer
(Spouse of Developer)

WILLIAMSBURG ASSOCIATION

By

President

STATE OF OHIO)

) **SS:**

COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this
day of , 1991 by William R. Wumer and Sharon K. Wumer, husband and
wife.

Notary Public

STATE OF OHIO)

) **SS:**

COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this
day of , 1991 by · President of Williamsburg Association, an Ohio
corporation, on behalf of the corporation.

Notary Public

This Instrument
Prepared By:

Norman C. Hartsel, Esquire
Norman C. Hartsel Co., LPA
12400 Williams Road
P.O. Box 673
Perrysburg, Ohio 43551