

DECLARATION OF RESTRICTIONS

WILLIAMSBURG ON THE RIVER, FIRST EXTENSION

[1969]

Declarations of Restrictions by the Shetland Hills Corporation which affect all lots in the Williamsburg on the River, First Extension, are as follows:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes and only one single residence may be erected on each lot; provided however, that if a residence is erected on a parcel composed of a lot and part of another lot, this shall not be deemed to prohibit the erection of a residence on a parcel composed of the remainder of said lot and another lot; nor to prevent the erection of a residence on a parcel composed of the remainder of the said lot and part of another lot if such a parcel composed of two lots has a frontage of not less than one hundred (100) feet at the building set back line. No building shall be erected, altered or placed on any lot other than (a) one single family dwelling house of not to exceed two stories and not less than twenty (20) feet to its highest ridge height; measurement to be taken from the first floor level: (b) one private two, three or four car garage (which may be attached to the dwelling house, if desired); and such other accessory buildings as may be permitted by the Architectural Control Committee, hereinafter designated. The main roof of all buildings shall be of the gable or gambrel type. All dwellings shall be of traditional gable or gambrel type. All dwellings shall be of traditional Early American Design, and must have a minimum of twelve hundred square feet (1,200 sq. ft.) of living space on the first floor.

2. **ARCHITECTURAL CONTROL.** No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, prepared by a competent designer, showing the nature, kind, shape, height, materials, floor plan, color scheme. Location and approximate costs of such structure or work to be done and the grading plat of the plot to be built on shall have been submitted and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plan or specification or grading plans, which are not suitable or desired in its opinion for aesthetic or other reasons and is so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building, or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all fuel tanks must be buried below ground level. A Colonial panel wooden fence as designed by Shetland shall be erected and maintained by each lot owner at her front lot line and to run continuous from side line to side line except for driveways.

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten feet (10') to an interior side line of a lot except for a detached garage or other permitted accessory building located one hundred feet (100') or more from the minimum building set back line. No detached garage or other accessory building shall be located nearer than ten (10') feet to any rear lot line. The above provision that no building shall be located nearer than ten feet (10') to an interior side line of a lot shall not be deemed to prohibit the erection of a building nearer than ten feet (10') from the interior side line of a lot as shown on the plat as recorded if the building is erected on a parcel composed of a lot and part of another lot, in which event the building shall not be erected nearer than ten feet (10') from an interior side boundary line of such parcel composed of a lot and part of another lot.

EASEMENTS. Shetland hereby reserves for itself and for its successors and assigns, the right to use and permit the use of those portions of Williamsburg on the River designated on the recorded plat thereof as easements, utility easements and roads for the construction and maintenance of public and quasi-public utilities and functions. All persons who are now or may hereafter become

the owners or lessees of building plots in Williamsburg on the River and for so long as they are such owners or lessees shall have and are hereby granted the privilege of using that portion of the subdivision designated on the Plat of Williamsburg of the River as Candlewood Lake for the purpose of fishing, swimming and boating. Such privileges shall extend to but not beyond the periphery of Candlewood Lake as established at elevation 643'-0" as indicated on the Topographic Survey Map on file with Shetland. Outboard motors used to propel fishing or pleasure craft shall not exceed seven horsepower (7 HP) by manufacturers' rating. Water skiing and boat racing are not to be permitted. Docks or wharves shall be built parallel to the shore line and shall not extend over four feet (4') beyond the shoreline.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

Any nuisances can be subject to a fine of fifty dollars (\$50.00) for repeated performance of said nuisance, such fine to be paid to and be imposed by and in the sole discretion of the Architectural Control Committee.

TEMPORARY STRUCTURES. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently.

ARCHITECTURAL CONTROL COMMITTEE.

MEMBERSHIP. The Architectural Control Committee shall be composed of the President and Secretary of Shetland, until such times as Shetland designates a nominee as then Architectural Control Committee, which designation shall be by written instruction recorded in the office of the Recorder of Wood County, Ohio, at which time all powers and authority herein granted and conferred upon the Architectural Control Committee shall vest in such nominee.

PROCEDURE. The Committee's approval or disapproval as required in these covenants, conditions, agreements, and restrictions shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, then the same shall be deemed approved.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, agreements, and restrictions set forth therein, either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any of these covenants, conditions, agreements and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SIGNS. No signs of any nature may be erected in the Subdivision except those approved by the Architectural Control committee.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or cause or create nuisances.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, refuse or debris or any kind including leaves or grass clippings, be dumped. Thrown or permitted to go into the lake referred to in Item No. 4 of this Declaration of restrictions.

WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of the Health Department of Wood County. Approval of such systems as installed shall be obtained from such authority.

SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, and all individual sewage systems shall be connected to existing sanitary sewers.

SIGHT AND DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

No trailer of any type shall be parked, kept or stored on any lot in said Subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the Architectural control Committee.

No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

MAINTENANCE. All lots in Williamsburg on the River with the exception of lots numbers thirty-nine (39) and fifty-five (55), but including lot number twenty (20) shall hereafter be subject to an annual maintenance charge or assessment of sixty-five dollars (\$65.00) per lot. Said maintenance charge shall be paid by the owners thereof to Williamsburg Association in equal installments in advance semi-annually on the first day of January and July in each and every year; and a lien upon all of said lots in Williamsburg on the river is created for the due and punctual payment for said charges and assessments.

In the event that any said charges and assessments are not paid when due, Williamsburg Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then sue by foreclosure of said lien or otherwise and in such event shall be entitled to recover and have enforced against lien for the expenses in that behalf including its legal expenses

Said charges or assessments shall be levied against all lots in Williamsburg on the River with the exception of lots numbers thirty-nine (39) and fifty-five (55) and shall become effective upon the transfer of title by Shetland to the purchaser of each lot. Said assessments shall be applied only towards the payments of the costs of the following charges, to-wit: Cleaning and maintaining streets, including all grass plots and planting areas within the street lines thereof; collecting and disposing of rubbish, etc., in the right of ways or easements; caring for vacant and unimproved lots, seeding, sodding, cutting of weeds and grass and removing same there from and to any and all further things with reference to said vacant as unimproved lots and streets upon which they abut respectively and Shetland in its uncontrolled discretion deem advisable or desirable; removing snow from streets. Cleaning, maintaining and stocking the lake, operating and maintaining storm water drains; for the expense incident to the examination and approval of plans of improvements upon lots as herein provided; insurance coverage; to the enforcement of the organization of a successor corporation to Shetland as hereinafter provided; expense of collection by process of law of any delinquent assessments hereunder; and generally said fund may be applied to such other purposes as Shetland in its uncontrolled discretion may deem to the best interest of the owners of lots in Williamsburg on the River or residents therein.

Shetland should not be held to guarantee the payment of the assessments aforesaid, but will disburse the same in accordance with the terms and conditions hereof without profit to itself over and above the actual cost incurred by it in the administration of said fund.

Said annual assessments may be adjusted from year to year or may be discontinued by Shetland as the interest of the property may in its judgment require, but in no event shall the charge in any one year be increased without due notice (as hereafter defined) to all lot owners and accompanying data be furnished to them to show just cause why such and increase is necessary. Due notice as used herein is defined as follows: As to any owner who actually resides in said subdivision, it shall be by certified mail sent to the residence address in said subdivision of the owner. As to any owner who does not actually reside in said subdivision a notice of such increase shall be by publication, published once in a newspaper having a general circulation in Wood

County, Ohio, and no accompanying data need be given to such owner nor shall such newspaper publication be directed to any particular owner or owners or their names be set forth therein.

Shetland shall exercise its discretion as judgment as to the amount of said funds to be expended with each of the purposes for which said fund is collected, and its decision in reference thereto shall be binding to all parties interested. It does not guarantee the sufficiency of the funds aforesaid for the purposes herein above set forth or the workmanship involved or its liability in respect thereto shall be limited to the payment of all bills when due insofar as they are incurred for the labor and services aforementioned.

Upon the sale of the twelfth (12th) lot in Williamsburg on the River, and the erection of a completed dwelling thereon, Shetland will install and complete the tennis courts and parking facilities on Lot No. 39 and convey title of the same to The Williamsburg Association.

THE WILLIAMSBURG ASSOCIATION. Upon conveyance of the title, by Shetland, to the purchaser of the second (2nd) lot in Williamsburg on the River and after construction on a dwelling is started thereon, there shall be formed a non-profit corporation by the property owners of Williamsburg on the River known as The Williamsburg Association. The purpose of the Williamsburg association to be: for the maintenance and operations of recreational facilities for the property owners and residents of Williamsburg on the River and the ultimate care and maintenance of the roads, parkways, lake and tennis courts.

To be a voting member of the Williamsburg Association one must be the recorded title holder of a dwelling or lot in Williamsburg on the River. The owner of lot number twenty (20) and in the event said lot is hereafter subdivided and more than one dwelling is located thereon, the owner of each dwelling thereon shall be a voting member of said association.

Non-voting membership may be held in said association by the tenant of the owner of record or a buyer under land contract from such owner, provided such tenant is in actual occupancy of the owner's dwelling in said subdivision, provided further, however, that the owner of record title shall have no rights or privileges in said association other than voting rights during the period of time the dwelling is occupied by such tenant or buyer under land contract.

The Williamsburg Association will assume all costs of operation and maintenance of the roads, parkways, lakes, and tennis courts and at such time the unexpended part of the sixty-five dollars (\$65.00) annual fee previously paid to Shetland shall be made paid to The Williamsburg Association. At said time such additional amounts of assessment shall be made which may be deemed necessary to perform the duties and services heretofore listed relative to roads, parkways, lake and tennis courts; the amount of such additional assessment to be determined by the membership of The Williamsburg Association at a regular or special meeting at which the owners of a majority of the lots in said subdivision are present. All of the heretofore mentioned rules pertaining to The Williamsburg Association are to be incorporated in the final code of regulation for the Association that will be drafted and enacted by the organization.

All of the rights, powers, easements, estates, liens and charges given to Shetland hereby may, if Shetland should so desire, be assigned and transferred by it to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof; and if at any time the owners of 90% of the lots in Williamsburg on the River shall cause to be incorporated, under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws any and all owners of lots in Williamsburg on the River may become voting members, and whose voting membership is limited to such lot owners only, and by which its regulations, and by-laws shall afford to all said owners a voice in the management and control of its affairs, according to the number of lots owned by each; Shetland may, but is not required, to convey to such corporation the rights, powers, title easements, estates, liens and charges aforesaid. Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Shetland to the same

extent as though it were named in the place and stead of Shetland in this instrument; and Shetland shall thereupon be released from all obligations and duties hereunder, except as to any lots still owned or held by it, and not excepted from the restrictions as to which lots its rights as liabilities shall be the same as though it had purchased them subject to the restrictions herein contained.

IN WITNESS WHEREOF, the owner has hereunto set its hand this 22nd day of September, A.D. 1969.

THE SHETLAND HILLS CORPORATION

By William R. Wumer, President

Acknowledged September 22, 1969 in Wood County, by said corporation, by said officer, before a Notary Public, State of Ohio.

Received for record September 26, 1969 and recorded in volume 468 of Deeds, page 250

Above instrument was received for record a second time on October 5, 1970 and recorded in volume 475 of Deeds, page 74