

DECLARATION OF RESTRICTIONS

FOR

WILLIAMSBURG on the RIVER

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R E S T R I C T I O N S

Volume 404

Page 182

WOOD COUNTY, OHIO, DEED RECORDS

KNOW ALL MEN BY THESE PRESENTS, That The Shetland Hills Corporation, an Ohio Corporation, hereinafter referred to as "Shetland", which is the present owner of all the lots known as Lots Numbers One (1) to Fifty-Five (55), both inclusive in the subdivision in Washington Township, Wood County, Ohio, known as Williamsburg on the River, the plat of which is recorded in Volume 12, Pages 29 of the Records of Plats, Wood County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said subdivision, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots with the exception of Lots Numbers Twenty (20), Thirty-nine (39) and Fifty-five (55) (to which none of the following covenants, conditions, agreements and restrictions such three lots shall be subject except as hereinafter specifically so stated) hereinafter sold, conveyed or transferred by it, Shetland, including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

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 said lot and part of another lot if such parcel composed of parts 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; measurements 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 (c) 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 Early American Design, and must have a minimum of fourteen hundred sq. ft. (1400 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 cost of such structure or work to be done and the grading plat of the plot to be built upon 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 specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in 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 the front lot line and to run continuous from side line to side line except for driveways.

3. 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 that no side yard exceeding two feet (2') shall be required for a detached garage or other permitted accessory building located one hundred feet (100') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than ten feet (10') 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.

4. 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 person 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 on the River as Candlewood Lake for purposes of fishing, swimming and boating. Such privileges shall extend to but not beyond the periphery of Candlewood Lake as established at Elevation 643'-0" and indicated on the Topographic Survey Map on file with Shetland. Outboard motors used to propel fishing or pleasure craft shall not exceed seven horse-power (7HP) 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 six feet (6') beyond the shoreline.

5. 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

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imposed by and in the sole discretion of the Architectural Control Committee.

6. 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 at any time as a residence either temporarily or permanently.

7. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The Architectural Control Committee shall be composed of the President and Secretary of Shetland, until such time as Shetland designates a nominee as the Architectural Control Committee, which designation shall be by written instrument 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.

b. 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 representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. 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 herein, either to restrain violation or to recover damages.

9. 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.

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

11. 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.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, refuse or debris of 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.

13. 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 recommendations of the Health Department of Wood County. Approval of such system as installed shall be obtained from such authority.

14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such systems as installed shall be obtained from such authority. All septic tanks and leeching fields shall be located at the front of each residence.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines 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 the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. 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.

17. 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.

18. 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 Shetland in equal installments in advance semi-annually on the first days 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 of said charges and assessments.

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

Said charge or assessment 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 assessment shall be applied only towards the payment of the cost 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 therefrom and to any and all further things with reference to said vacant and unimproved lots and streets upon which they abut respectively as Shetland in its uncontrolled discretion deems 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 restrictions herein contained; expense of maintaining the corporate 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 shall 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 them to show just cause why such an 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 and judgment as to the amount of said fund to be expended in connection with each of the purposes for which said fund is collected, and its decision in reference thereto shall be binding upon all parties interested. It does not guarantee the sufficiency of the fund aforesaid for the purposes hereinabove set forth or the workmanship involved and 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.

19. RECREATIONAL FACILITIES. With the exception of Lots Numbers One (1), Twenty (20), Thirty-Nine (39), Forty (40) and Fifty-Five (55) the buyer, at the time of purchase thereof shall be required to deliver to Shetland the sum of Eight Hundred Dollars (\$800) for each lot purchased to be held by it in escrow and deposited by it in an account with a recognized bank or savings association until The Williamsburg Association, hereinafter further mentioned, is organized, at which time said funds in said account shall be transferred to The Williamsburg Association by Shetland. Said fund in escrow shall be used for the sole purpose of erecting and equipping a heated swimming pool, pool house and its accompanying enclosure. The pool is to be used exclusively by the members of The Williamsburg Association.

Upon the sale of the thirty-sixth (36th) lot, Shetland will advance, as a non-interest bearing loan, to The Williamsburg Association a sum of money sufficient to increase the fund in escrow to the amount of Forty Thousand Dollars (\$40,000.00) and at that time shall convey title to The Williamsburg Association to a plot of ground adjacent to, but not part of, the recorded plat of Williamsburg on the River for the purpose of installation and erection of the aforementioned pool house and swimming pool; the structure and installation thereof shall be approved by the Architectural Control Committee as in Section No. 2 of this Declaration of Restrictions for Williamsburg on the River, and the construction thereof shall be by Shetland or someone designated by it.

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.

20. THE WILLIAMSBURG ASSOCIATION. Upon conveyance of title, by Shetland, to the purchaser of the second (2nd) lot in Williamsburg on the River and after construction of 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 operation 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, swimming pool, pool house and tennis courts.

To be a voting member of The Williamsburg Association one must be the record 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 a tenant of the owner of record or a buyer under land contract from such owner, provided such tenant or buyer 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.

At such time as the aforementioned swimming pool and pool house are erected and the title to the same is transferred to The Williamsburg Association by Shetland, The Williamsburg Association will assume all costs of operation and maintenance of the roads, parkways, lake, swimming pool, pool house and tennis courts and at such time the unexpended part of the Sixty-Five Dollars (\$65.00) per lot annual fee previously paid to Shetland shall be made payable to The Williamsburg Association. At said time such additional amount of assessment shall be made which may be deemed necessary to perform the duties and services heretofore listed relative to roads, parkways, lake, swimming pool, pool house 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 regulations for the Association that will be drafted and enacted by the organization.

21. 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 which by its regulations and by-laws shall afford to all said owners a voice in 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 was 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 these restrictions as to which lots its rights and liabilities shall be the same as though it had purchased them subject to the restrictions herein contained.

22. In the event that the name "The Williamsburg Association" is not available for corporate use another name shall be selected by Shetland for such association and wherever the name "The Williamsburg Association" appears in this instrument, such name so selected shall be deemed to have been inserted herein in each place herein where the name "The Williamsburg Association" appears in its place and stead.

23. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of

twenty-five (25) years from date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, however, that in the event this paragraph should be construed to be in violation of the rule commonly known as the rule against perpetuities, then these covenants, conditions, agreements, and restrictions shall remain in force and effect for the longest period of time permitted by law unless amended, or modified or terminated prior to that time in accordance with the provisions of this paragraph.

These restrictions are drawn for the purpose of maintaining the highest degree of privacy in this Subdivision and of assuring the maintenance of a happy community.

IN WITNESS WHEREOF, Said The Shetland Hills Corporation, has caused its corporate name to be subscribed to this instrument by its President and Secretary this 9 day of May, 1961.

CORPORATION HAS NO SEAL.

Signed, acknowledged and delivered in the presence of:

[Signature]  
A. A. Foy Jr.

THE SHETLAND HILLS CORPORATION

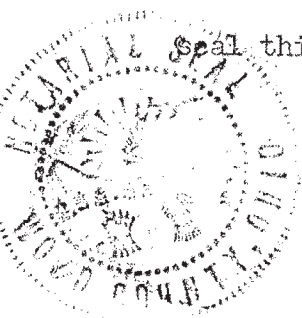
By Wilbur R. Wumer President  
William R. Wumer Secretary

STATE OF OHIO        |  
                          | SS  
WOOD COUNTY, OHIO |

Before me a Notary Public in and for said County, personally appeared Wilbur R. Wumer, President, and William R. Wumer, Secretary of said The Shetland Hills Corporation who acknowledged that they did sign said instrument as President and Secretary, respectively, of said The Shetland Hills Corporation in behalf of said corporation and by authority of its board of directors; and that said instrument is the voluntary act and deed of the said Wilbur R. Wumer and William R. Wumer as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official Seal this 9 day of May, 1961.

Harry Fellers  
Notary Public, Wood County, Ohio  
My commission expires:  
Notary Public, Wood County, O.  
My Commission Expires October 4, 1962



This instrument was prepared by  
W. V. Cruey

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DECLARATION OF RESTRICTIONS  
OF  
WILLIAMSBURG on the RIVER

RECORDER'S OFFICE, WOOD CO., OHIO  
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TAYLOR, CRUEY, KELB & DUFFEY  
ATTORNEYS AT LAW  
SECURITY BUILDING  
TOLEDO, OHIO

*Carl W. R. Warner*