

RESTRICTIVE COVENANTS
LAKE WAYNOKA SUBDIVISION, BROWN COUNTY, OHIO
(As amended 12-14-1996, 06-23-2018 and 09-10-2022)

PREFACE: Various defined terms are incorporated into the sections throughout these Restrictions/ Covenants, reflected either by way of words that are Capitalized or words reflected in ALL CAPS unless such defined terms are specifically defined within the body of these Restrictions/Covenants, such terms shall have the same meaning as are ascribed to them in the WPOA CODE of Regulations. Otherwise, any Capitalized words with commonly understood meanings (such as, United States, or April), will retain such common meaning.

Any Deed or other form of conveyance from a Transferor (Grantor) to a Transferee (Grantee) for any property located in Lake Waynoka Subdivision shall be subject to the following restrictive covenants, and by such deed or document of conveyance being recorded in the chain of title of such property located in Lake Waynoka Subdivision, the Covenants shall be binding upon and shall run with Lake Waynoka Subdivision property.

RESIDENTIAL SUBDIVISION

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), as business areas, commercial areas, or camper areas on the recorded plats by the Waynoka Property Owners Association, Inc. (the "WPOA") BOARD of Trustees.
2. Not more than one single family dwelling house may be erected or constructed on any one lot. Each dwelling must have a garage, attached or unattached. A maximum of three (3) enclosed structures, as defined in the WPOA Building Code or by permitted variance, including storage buildings, per contiguous property are permitted. Further no building or structure of any kind shall be erected prior to the erection of a dwelling house. No unattached outbuilding shall be used or occupied as a dwelling house. [As amended 09-10-2022]
 - a. Exterior Requirements: No structure shall have tar paper, roll brick siding or similar material on outside walls. All building exteriors must be completed within nine (9) months from the date the construction commences.
 - b. Prohibited/Permitted Dwellings and Structures: No house trailers, mobile homes, manufactured homes built on a steel chassis (notwithstanding how they are defined by the manufacturer or seller), campers, tents, shacks, or similar structure shall be erected, moved to or placed permanently upon said premises. All residential structures must be deeded under Ohio law and subject, unless legally exempted, to real estate tax. Industrialized units (modular homes) are not included in the prohibited dwellings in this section and may be permitted. Overnight campers are restricted to designated camping areas unless otherwise provided for in the WPOA Rules and Regulations. [As amended 12-14-1996 & 09-10-2022]
 - c. Construction Standards, Inspections and Approvals: All components and methods of construction must be in full compliance with the Ohio Board of Building Standards (most recent edition), Brown County Building Code, and the WPOA Zoning/Building Code. All dwellings are required to be deeded under the provisions of Ohio law, receive a Certificate of Occupancy from the Brown County Building Inspector, and be inspected by and receive approval for occupancy, where applicable, from the WPOA Manager, his designee, or other person(s) as determined by the WPOA BOARD of Trustees. [As amended 09-10-2022]
 - d. Existing Permits and Structures: The restrictions set forth in this Paragraph 2b, shall apply ONLY to the construction of those residential structures that have not yet received the requisite permits to initiate construction or relocation, as of the effective date of this amendment. All construction and permits approved prior to enactment, shall be valid and the corresponding construction shall not be in violation of the building code requirements. [As amended 09-10-2022]
 - e. Failure to Comply: All expenses related to the failure to comply with the building requirements, set forth herein, shall be the sole responsibility of the property owner, including the cost to remove the entire structure, or to modify or otherwise correct the elements of the structure that fail to meet the standards and requirements, as outlined herein. If the WPOA Board of Trustees must take action to remove the structure or bring it into compliance, it may recover all costs of doing so from the violating owner, including the cost of any legal action with attorney fees, that will result in prompt reimbursement to WPOA. [As amended 09-10-2022]

BUILDING CODE

3. No new residence dwelling shall have less than 1200 sq. ft. of living space, exclusive of basement, porch and deck areas, breeze-ways, garages, walkways and storage building. A two-story dwelling must have no less than 900 sq. ft. of living space on the ground floor. No porch or projection of any building shall extend nearer than forty (40) feet to any road right-of-ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of any lake located on Lake Waynoka Subdivision, as the same are shown on recorded plats. [As amended Official Records Book 80, Page 305; and 09-10-2022]

All plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval in writing of the WPOA or its duly authorized agent before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details of any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association, nor its agents shall be responsible for structural deficiencies or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

SANITARY SPECIFICATIONS

4. No outside toilet shall be allowed on the premises except that the WPOA BOARD of TRUSTEES may authorize the use of portable restrooms. No untreated waste shall be permitted to enter any lake on Lake Waynoka Subdivision. Pursuant to ORC 6119.06(AA), each dwelling or other building containing sanitary facilities shall be connected to the sanitary sewer system operated by the Waynoka Regional Water and Sewer District (the "WRWSD"), its successors or assigns, and thereafter Grantee, his heirs, executors, or assigns shall pay a minimum sewer service fee per month regardless of use. [As amended 09-10-2022]

No individual water wells shall be allowed on any residential lot, and each resident shall use the water supply from the WRWSD, its successors or assigns.

MISCELLANEOUS SUBDIVISION RESTRICTIONS

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, including fowl, shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of the WPOA or its successors or assigns. All lots must be kept in a tidy manner as determined by the BOARD. Failure to do so will result in maintenance of said lot by the WPOA, in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 8 hereof.

6. No boat docks, boat covers, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the WPOA or its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the WPOA. Docks and boat covers shall require a permit to install obtained from the WPOA. (See CODE of Regulations for more details.)

The WPOA shall have the authority to remove a deteriorated dock, boat cover, float, or other structures extending into the lake after they have been designated a hazard for the second time by the Lake Advisory Committee and the appropriate notification (registered letter, return receipt requested) has been given to the owner. Placement of this letter in the United States Postal Service shall constitute evidence of delivery when addressed to the address listed in the office of the WPOA. Removal of the deteriorated dock, boat cover, float, or other structures from the Lake will occur sixty (60) days after notification and be at the owner's expense. [As amended 12-14-1996, Official Records Book 80, Page 305]

7. The WPOA for itself, its successors and licensees reserves an easement upon all sixty (60) foot road rights of way, reserves a fifteen (15) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services

and appurtenances thereto, for the convenience of the property owners, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above.

The WRWSD, its successors or assigns, shall have, and it hereby is, granted the right, along with other authorized utilities, to use the herein reserved easements to install and maintain a central sewer system. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of Lake Waynoka, unless shown on the recorded plats, except, however, the WPOA, for itself its successors, assigns and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. The WPOA, its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above-mentioned utilities and drainage. The owners of said property shall have no cause or action against the WPOA, its successors, assigns, or licensees either at law or inequity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above-mentioned installation. The WPOA, its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of private and public/quasi-public utilities. [As amended 12-14-1996, Official Records Book 80, Page 30]

8. Each LOT OWNER/Grantee/MEMBER in Waynoka Property Owners Association, Inc. and the Lake Waynoka Subdivision shall be subject to the following: 1) An Initiation Fee at the outset of the OWNER becoming a MEMBER of WPOA; 2) An annual Dues assessment, set annually by the BOARD; and 3) An annual Fees assessment, set by the BOARD, each of the three foregoing of which each MEMBER agrees to pay to WPOA, its successors and assigns, as provided in the CODE of said Association, and such Rules & Regulations (R&R's) as further established to provide clarity and guidance with respect to the foregoing. [As amended 06-23-2018]

Unless otherwise explicitly addressed in the CODE, the BOARD shall have the power to establish the date in which the foregoing Initiation Fee, annual Dues and annual Fees will be assessed and be due and owing to WPOA. Unless otherwise explicitly addressed in the CODE, the BOARD shall establish the amount of the Initiation Fee assessment to be paid by every new MEMBER. The BOARD may determine, in its reasonable discretion, to set a schedule of proration for the annual Dues and annual Fees to new MEMBERS to WPOA as it determines to be fair and reasonable, and to be applied consistently to all such new MEMBERS after such proration is established. Furthermore, as the CODE may dictate, or as set by the BOARD, a schedule of annual Fees assessment of differing amounts may be established, and if so differing shall be established using fair and reasonable criteria (for example, Lots with improvements (residential dwellings), unimproved Lots, multiple Lots adjoined together and owned by a common MEMBER). [As amended 06-23-2018]

The foregoing are all related to the improvement, maintenance and upkeep of the various common areas owned by WPOA and reserved for the use of the property owners, as originally established by the Covenants (and as subsequently augmented and added and/or reduced thereto within the Covenants, the CODE and/or the Rules and Regulations duly promulgated therefrom by the WPOA BOARD of TRUSTEES), and the annual operating budget as established by the BOARD for the benefit of the WPOA, and, irrespective of whether the privileges of using such area are exercised or not, each new MEMBER shall further, upon becoming a MEMBER in said WPOA, pay the initiation fee as established by the WPOA and its BOARD. Grantee agrees that use of any of the above-mentioned areas shall be subject to approval of Grantee, his heirs, executors or assigns, for membership in the WPOA, as herein provided and to comply with these Covenants, the CODE and all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise, or by any means set forth within the CODE and the Rules and Regulations duly promulgated by the WPOA BOARD of Trustees in furtherance of the same, or otherwise at law or in equity; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring the same covenant and agree, as aforesaid to pay to WPOA, its successors and assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof. [As amended 06-23-2018]

As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person or persons not eligible for membership in the WPOA, and all persons owning residential lots in said Subdivision shall be MEMBERS of said Association.

In order to preserve and protect the integrity and quality of Lake Waynoka for the use and enjoyment of all the property owners of Lake Waynoka Subdivision, the WPOA shall have the special power and authority to require the owner of any lot abutting the Lake to exercise appropriate shoreline erosion control measures to reduce or avoid damage to the Lake as a result of silt deposits. In the event the owner of any lot abutting the Lake fails or refuses to exercise such appropriate shoreline erosion control measures within a reasonable amount of time after being requested to do so by the WPOA, said Association shall have the right to effect such appropriate shoreline erosion control and assess a proper charge

for the same against the owner thereof, which said charge, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and participate with other liens as provided by law. [As amended 12-14-1996, Official Records Book 80, Page 305]

POTABLE WATER AVAILABILITY USAGE

9. Grantee, for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots herein described, which said mains are to be located by the Waynoka Regional Water and Sewer District, its successors or assigns, that the Grantee(s) jointly and severally promise to pay to the District or its assignee a minimum of \$5.00 per month, payable annually in advance, so long as water service is available. Payment thereof for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, his heirs, executors or assigns, whether or not an actual water service connection is then in existence to said Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on March 31st subsequent thereto, and thereafter due and payable annually in advance on the 1st day of April of each year. The foregoing charge is for the availability of water service and is not a contribution in aid of construction. The District, its successors or assigns, pursuant to ORC 6119.06 (AA), upon receiving a written request and the current water tap fee will install a water service connection from the main to the Grantee's lot line, and thereafter Grantee, his heirs, executors or assigns shall pay a minimum water service fee per month, regardless of use, in lieu of and in the same manner as the water availability charge. [As amended 09-10-2022]

The aforesaid charges are subject to change by the Public Utilities Commission of Ohio. Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the Office of the Recorder of Brown County, Ohio, and are hereby incorporated in and expressly made a part of these Covenants by reference.

10. These Covenants run with the land, and shall bind the Grantees, their heirs, executors, administrators, successors or assigns, and if said Grantees, their heirs, executors, administrators, successors, and assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the Subdivision (and also specifically including WPOA as a "Person" for purposes of such enforcement) to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation as well as and including reasonable attorney's fees for prosecuting such enforcement. [As amended 09-10-2022]

AMENDMENTS

The restrictions, conditions, covenants or agreements set forth in these Restrictive Covenants may be changed, altered, amended or revoked in whole or in part by an election which shall be conducted by first-class mail, and/or secure electronic means sent to all MEMBERS-in-good standing, and/or an in-person vote as specifically set forth in the General Rules and Regulations, Volume III, "Election Procedures Manual." Such election shall be conducted as may be further provided for in the CODE and/or the Rules and Regulations as duly promulgated therefore by the WPOA BOARD of Trustees. All amendments shall be enacted upon the approval by a majority of votes, timely and properly cast in a duly called election, by MEMBERS-in-good-standing. [As amended 09-10-2022]

Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

09-10-2022