

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

*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.*

The Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall contain the following restrictive covenants.

**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 Lake Waynoka, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot and no more than one building for a garage (attached or unattached) and one (1) for storage purpose. Further no building or structure of any kind shall be erected prior to the erection of a dwelling house. No structure shall have tar paper, roll brick siding or similar material on outside walls. All building exteriors must be completed within six (6) months from the date the construction commences. No unattached outbuilding shall be used or occupied as a dwelling house. No house trailers, mobile homes, campers, tents, shacks, or similar structure shall be erected, moved to or placed permanently upon said premises. Overnight campers are restricted to designated camping areas. [As amended 12-14-1996, Official Records Book 80, Page 305]

**BUILDING CODE**

3. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor for a two (2) story dwelling and 1050 sq. ft. of living space for a one (1) level dwelling, exclusive of porch and deck areas, breeze-ways, garages, walkways and storage building. 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.]

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 Lake Waynoka Property Owners Association, Inc. 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 of 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, its agents nor Lake Waynoka, Inc. or 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. No untreated waste shall be permitted to enter any lake on Lake Waynoka Subdivision. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Brown County Department of Health or other governing legal authority. Each lot owner shall obtain authority from the appropriate legal authority prior to the installation of any sanitary unit and shall further be bound by all orders or recommendations of such authority and/or Authorities with regard to repair, alteration or replacement of the installed sanitary unit and with regard to the water supply to said lot.

No drain field or other disposal system shall be allowed nearer than sixty (60) feet to the normal high water mark of any lake on Lake Waynoka Subdivision. No individual water wells shall be allowed on any residential lot, and each resident shall use the water supply from the Public Utility Water Company owning and operating waterworks facilities within Lake Waynoka Subdivision. Any malfunction of a sanitary unit, after being reported to the lot owner by the Association or any Board of Health and not repaired within seven (7) days may be cause for termination of water service until such repairs are affected.

Lake Waynoka, Inc. has authorized the Brown County Commissioners to establish a Sewer District to serve Lake Waynoka Subdivision. If and when said Sewer District determines it feasible to provide a central sewer system the cost of the same may be assessed to the lot owners of Lake Waynoka Subdivision.

#### **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 or 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 Lake Waynoka, Inc. or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association 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 Lake Waynoka, Inc. or its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Lake Waynoka Property Owners Association, Inc. Docks and boat covers shall require a permit to install obtained from the Lake Waynoka Property Owners Association, Inc. (See Code of Regulations for more details).

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 Waynoka Property Owners Association, Inc. 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]

#### **EASEMENT DEFINITIONS**

7. Lake Waynoka, Inc. 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. If and when the Sewer District established by the Brown County Commissioners determines it feasible to install a central sewer system such District shall have, and it hereby is, granted the right, along with other authorized utilities, to use the herein reserved easements to install and maintain such 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, Lake Waynoka, Inc. for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Lake Waynoka, Inc., 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 Lake Waynoka, Inc., 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. Lake Waynoka, Inc., its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of Cable Vision. [As amended 12-14-1996, Official Records Book 80, Page 305]]

**8.** Each LOT OWNER/Grantee/MEMBER in Waynoka Property Owners Association, Inc. (WPOA) 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), 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 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 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 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 approved for membership in Lake Waynoka Property Owners Association, Inc., 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, Waynoka Property Owners Association, Inc. 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 Waynoka Property Owners Association, Inc. 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 Lake Waynoka, Inc., its successors or assigns that the Grantee(s) jointly and severally promise to pay to the Grantor 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 in the amount of \$60.00 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 Grantor, its successors or assigns, upon receiving a written request and \$195.00 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, regardless of use, of \$5.00 per month in lieu of and in the same manners as the water availability charge.

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 this Agreement by reference.

Charges for water service and for the availability of water service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by a ten percent (10%) overdue

charge. Any costs incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above mentioned considerations, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and shall participate with other liens as provided by law. With regard to the Agreement to pay the Grantor, its successors or assigns, the aforesaid charges, the Grantee, his heirs, executors or assigns and each successive Grantee, authorizes and empowers any attorney at law to appear in any court of record in the state of Ohio, or elsewhere, from time to time and as many times as shall be deemed necessary by Grantor, its successors or assigns, and waive the issuing and service of process and confess a judgement against said Grantee, his heirs, executors, assigns, or successor or successive Grantees, in favor of such Grantor, its successors or assigns, for the amount then due, together with costs of suit with or without declarations, without defalcations and without stays of execution and thereupon release all errors and waive all rights of appeal.

**10.** These restrictions shall be considered as covenants running 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 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. The restrictions, conditions, covenants or agreements set forth in Paragraphs 1,4,5,7,9 and 10 shall continue until January 1, 2020 AD., and all the other restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1976. All restrictions may be thereafter changed, altered, amended or revoked in whole or in part by the owners of the lots in the Subdivision whenever the owners of at least two thirds of the said lots so agree in writing, or by action of the Lake Waynoka Property Owners Association at a meeting duly called for said purpose by a vote of at least a majority of the members thereof. Any invalidation of anyone 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.

As amended 06-23-2018

Recorded at Office of the Brown County Recorder, Georgetown, OHIO: July 27, 2018, Book 484, Pages 2323-2327.