

**WARRANTY DEED RESTRICTIONS
LAKE SENECA SUBDIVISION
WILLIAMS COUNTY, OHIO**

The Warranty Deed from the developers of Lake Seneca to the purchaser contained the restrictive covenants which are recorded in the office of the Williams County Recorder, Williams County Courthouse, Bryan, Ohio.

The Warranty Deeds issued now by Attorneys no longer contain these restrictive covenants; however, they are recorded and are a part of each and every Deed issued for the sale or exchange of property in the Lake Seneca Subdivision.

The Warranty Deed does give, grant, bargain, sell and convey unto all purchasers, their heirs and assigns, the described real estate, situated in Township of Bridgewater, County of Williams and State of Ohio, the right in common with other owners of lots in said subdivision to use for all usual purposes the streets, ways, beaches, recreation areas, and other public areas, as shown on the said plat, and the right in common with the other owners of lots in the said subdivision to use the lake and beaches for swimming, fishing and boating in accordance with the rules and regulations of Lake Seneca Property Owners Association, Inc., its successors or assigns.

This lake, streets and other areas are private and accessible only to lot owners, who are members of Lake Seneca Property Owners Association, Inc. and subject to its rules, in the whole of Lake Seneca Subdivision, who shall and must be responsible for their allocate share of the costs of the upkeep of all improvements, streets, and area for common use of property owners in said subdivision and lake, as hereinafter set out, and for the reason the Deed is made subject to the following restrictions:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to municipal rezoning (if any), and zoned as business or commercial areas on the plats by Lake Seneca, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from date the construction commences.
3. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch areas, all plans must include a closed foundation. All foundation and structural plans for any building or structure are subject to the approval of Lake Seneca, Inc., or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet from any road right of way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Lake Seneca, except as shown on recorded plats.
4. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter Lake Seneca. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install an aerobic type of sewage treatment plant, or any other type plant, approved by the Williams County Health Department. In the event an aerobic type of sewage treatment plant is installed, the Lake Seneca Property Owners Association, Inc., shall provide for periodic inspection and test as required by said Health Department and cause the results of said inspections and tests to be immediately reported to said Health Department. All aerobic type systems shall be discharged into proper tile fields, subsurface sand filters, or

leaching well, whichever is indicated by said Health Department. Said purchaser, after seven days written notice from said Health Department, hereby agrees that in the event of malfunction of his sanitary unit, the water supply to his lot shall be turned off and remain off until said sanitary unit is properly functioning. In any event, all sanitary units must conform with recommendation of the said Williams County Health Department and Lake Seneca, Inc., or its assigns. No drain field or other disposal system shall be allowed nearer than Sixty (60) feet from the normal high water mark of Lake Seneca.

No Individual water wells shall be allowed on any residential lot and each residence shall use the water supply, if any, from the Public Utility supplying water to the subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall 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 Seneca, 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 same will be levied.

6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Lake Seneca, Inc., its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Lake Seneca Property Owners Association, Inc.

7. Lake Seneca, Inc., for itself, its successors and licensees, reserves a ten (10) foot wide easement along all road rights of way and five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining 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 wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, and other services for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Lake Seneca, Inc., its successors and assigns, reserves all mineral rights to the lands hereto. Except 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 except as shown on recorded plats. Also except that easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Seneca, Inc., who for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. Lake Seneca, 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 above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Seneca, Inc., its successors, assigns, or licensees either at law or in equity expecting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining above-mentioned installations.

8. Each purchaser in Lake Seneca shall be subject to annual charge of \$30.00 **(this charge is now included in the annual dues charge of \$275.00, Section 1 of the regulations)** which purchaser agrees to pay to Lake Seneca Property Owners Association, Inc., its successors and assigns, annually on the first day of April (as noted on contract) commencing in the second year following the date of this agreement, for the maintenance and upkeep of the various areas reserved for the use of property owners, irrespective of whether the privileges of using said areas exercised or not. Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of purchaser for membership in Lake Seneca Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser 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; and that the conveyance of any part of the lands, described herein, the grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Lake Seneca Property Owners Association, Inc., its successors and assigns, all charges past and/or future, as provided in, and in strict accordance with, the terms and provisions hereof.

As a part of the consideration herein, purchaser agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Seneca Property Owners Association, Inc., and all persons owning lots in said subdivision shall be a member of said association.

9. The purchaser agrees that as a consideration of sale, and as a condition prior to the installation of water mains adjacent to the lot as herein described on the map of Lake Seneca, Inc., which said mains are to be located by Lake Seneca, Inc., hereinafter referred to as the seller, or its assigns, that the undersigned purchaser(s) jointly and severally promise to pay to the seller or order, a minimum of Four Dollars (\$4.00) per month payable annually on the first day of April each year so long as water is available for use. The payments are to be computed on the basis of beginning with whichever month immediately follows availability of water service to said purchaser, whether or not an actual connection is made by the purchaser to the mains. The seller, or its assigns, upon receiving written request from purchaser, and One Hundred Ninety Five Dollars (\$195.00), will install a water connection from the main to the purchaser's lot line. These charges are subject to change by the Public Utilities Commission of Ohio. It is understood and agreed that the above-mentioned consideration, if unpaid, shall constitute a lien on or against said lot, tract or parcel of land, which lien shall be equal to and shall participate jointly with other first liens for construction purposes hereinafter placed on said land, but inferior to those imposed for governmental purposes. Exceptions and further explanations pertaining to condition for water service have been, or will be, recorded in the office of the Recorder of Williams County, Ohio, and are hereby incorporated in and expressly made part of this agreement by reference.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, successors, administrators, and assigns, and if said owners, their heirs, executors, administrators, successors or 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 such lots 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 and either to prevent him or them from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1971. The same may thereafter, and from time to time 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. Provided, however, that no changes shall be made which might violate the purpose set forth in restriction No. 1. 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.