

**DECLARATION OF SUBDIVISION**

**ESTABLISHING COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR CERTAIN LOTS LOCATED IN  
THE PROJECT KNOWN AS**

**WASHINGTON PLACE SUBDIVISION**

**ADJACENT TO**

**WASHINGTON LAKE**

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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**BRUNS BUILDING & DEVELOPMENT CORPORATION, INC.**, an Ohio corporation ("Developer"), is the owner in fee simple of certain lots located in the City of Van Wert, Van Wert County, Ohio, in the Washington Place Subdivision Adjacent to Washington Lake (the "Lots") the legal description of which real property is attached hereto as "Exhibit A."

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots, Developer hereby declares that all such Lots described above together with such additional property as may be added pursuant to Article VI of the Declaration, and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Agreement and the easements, covenants, conditions, and restrictions set forth in this Declaration shall not be binding upon any other land owned by Developer other than the land contained within the Lots, even though the other land may be contiguous with the Lots.

### DEFINITIONS

1. "Association" shall mean and refer to Washington Place Lake Association, Inc., an Ohio non-profit corporation, its successors and assigns.

2. "Developer" shall mean Bruns Building & Development Corporation, Inc., and its successors and assigns, provided that the rights specifically reserved to Developer under this Declaration shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.

3. "Easement Areas" shall mean the real property referred to as Outlot #1 in the Washington Place Subdivision Plat, Phase IV, A the legal description for which is attached hereto as Exhibit B together with all wet ponds, streams, and improvements located within or on such Easement Area all of which is to be maintained by the Association together with any Signage Area designated in connection with any lot. In the event that the Developer adds additional property pursuant to Article VI of this Declaration, the Easement Area may be expanded.

4. "General Expenses" shall include all expenses incurred by the Association to maintain its existence and the maintenance and control of the Easement Areas, including, but not limited to, storm water retention ponds; fountain equipment; trees and landscaping; stream and drainage areas; signs; and any other improvements located upon the Easement Areas, and shall also include any other costs incurred by the Association in the performance of its duty pursuant to this Declaration.

5. "Lot" shall mean any of the real estate described in Exhibit A together with any lots added pursuant to Article VI of this Declaration.

6. "Member" shall mean every person or entity who holds membership in the Association.

7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

## ARTICLE I. HOMEOWNERS ASSOCIATION

1.1 Organization. The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code by the filing of its Articles of Incorporation with the Secretary of State of Ohio. The Articles of Incorporation and the Regulations of the Association are attached to and made a part of this Declaration and are marked Exhibits "C" and "D," respectively.

1.2 Membership. Every Owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

1.3 Voting Rights. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot except that Developer shall be entitled to exercise three (3) votes for each Lot owned by Developer.

1.4 Administration of the Lots. The administration of the Lots shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations as are duly adopted by the Association from time to time. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations.

1.5 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a managing agent, subject to the following limitations:

(a) Any such delegation shall be by written contract with a term of no longer than one (1) year in duration;

(b) Any such contract shall be terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.

1.6 Rights of Developer. Notwithstanding the provisions of Section 1.3 of this Article, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Trustees selected solely by the Developer until such time as a special meeting of the Members is called by the Trustees which shall be held within one hundred eighty (180) days after the Closing of the sale of all Lots in the Subdivision by the Developer, or until Developer waives such requirement by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur.

## ARTICLE II. MAINTENANCE OF EASEMENT AREA

2.1 Easement Areas. The Easement Area may include retention ponds; fountain equipment; trees and landscaping; stream and drainage areas; signs identifying the subdivision; and other improvements.

2.2 Maintenance of Easement Areas. The Association shall be responsible for the maintenance and control of the Easement Areas.

The cost to the Association in performing its duties under this section shall be assessed against the Lots as a General Expense in the manner set forth in Article III of this Declaration.

The Association shall maintain the Easement Areas in such manner to allow storm water to accumulate in and/or discharge regularly from the storm water retention and detention facilities. The maintenance responsibilities of the Association shall include, but are not limited to, the following:

a. The Association shall be responsible for the removal of any debris and sediment in the storm water retention and detention facility.

b. The Association shall be responsible for keeping any inflow and discharge pipes associated with any such facility free from obstruction.

c. The Association shall be responsible for routine mowing and maintenance of the grounds within the Easement Areas not covered with water.

d. The Association shall have the power and duty to keep the Easement Areas free from debris and obstructions, to remove any obstruction which may be placed in the Easement Areas and to take such other corrective action as may be necessary to permit proper drainage, retention, and detention of storm water.

e. The Association shall be responsible for the maintenance of all improvements within the Easement Areas, including, but not limited to, fountain equipment, trees, and landscaping, and signs identifying the Subdivision.

f. The Association shall be responsible for maintaining sufficient cover on the land which is within the boundaries of Washington Place Subdivision and which is adjacent to the water, whether stone, brick, or other rip-rap or vegetation, so as to prevent erosion of the bank of Washington Place Lake.

g. The Association shall be responsible for the prevention of excessive growth of aquatic vegetation within the water of Washington Place Lake.

h. The Association shall be responsible for the maintenance of the quality of the water to the extent that Washington Place Lake is not a hazard to human health, and to the further extent that Washington Place Lake remains inoffensive to the senses of smell and sight.

i. The Association shall be responsible for the maintenance of those areas not covered by water by keeping them properly mowed and landscaped and free of refuse and debris.

2.3 Owner's Easement of Enjoyment. Every Owner of a Lot which includes any portion of the Easement Areas shall have an easement of use and enjoyment in and to that portion of the Easement Areas located on the Lot. No other Owners may have access to any Easement Areas located on the Lot of another Owner. The easement for enjoyment shall be subject to any restrictions and limitations in this Declaration.

2.4 Easement for Maintenance. The Association shall have an easement over, under, and through all Lots and Easement Areas, for ingress and egress and to allow the Association to perform its maintenance duties and other obligations and exercise its rights as set forth in this Declaration.

2.5 Inspection by City of Van Wert. The City of Van Wert shall have the permanent and irrevocable right and authority to inspect and monitor the drainage in the water retention facilities that are developed. In the event that the facilities are not properly constructed or maintained, upon the failure of the Developer or the Association to take corrective action after being duly notified by the City, the City shall have the right, but not the obligation to take whatever action is necessary to correct any improper construction, maintenance, or operational functions.

2.6 Regulations of Easement Areas. The Association shall have the right to establish rules regarding the use of any portion of the Easement Areas, provided such rules are not in conflict with any provision contained in this Declaration, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the Easement Areas for the purpose for which they were designed.

2.7 Signage Area Easement. Every Owner or Lot on which signage is located hereby grants, conveys, and assigns to the Association an easement and right-of-way over the Lot for purposes of access to signage and for performing any landscaping, maintenance, and/or repair to such signage and signage area.

### ARTICLE III. ASSESSMENTS

3.1 Lien and Personal Obligation of Assessments. Developer hereby covenants for each Lot, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (a) annual assessments, and (b) special assessments for maintenance and capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees incurred by the Association to collect such assessments shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due.

3.2 Purpose of Assessments. The assessments levied by the Association shall be to pay for the General Expenses incurred: (a) to promote the health, safety, and welfare of the residents of the Lots; (b) for the improvement and maintenance of the Easement Areas; and (c) for such other purposes as may be determined by the Board of Trustees of the Association.

3.3 Amount of Annual Assessment. The Board of Trustees shall be empowered to levy, assess, and collect from the Owner of each and every Lot in the Subdivision, excepting those Lots owned by the Developer, an annual assessment in the sum of \$225.00 per year. Provided, however, that the amount of such assessment may be increased by the Developer or upon the approval of a majority of the Lot Owners. The amount of all assessments shall be fixed at a uniform rate for all Lots.

3.4 Special Assessments for Maintenance Improvements. In addition to the annual assessments authorized above, the Board of Trustees may levy special assessments for the purpose of defraying in whole or in part, the cost of any maintenance, construction, repair, or replacement of improvements on the Easement Areas, including fixtures and personal property related thereto, or the acquisition of any item of capital asset by the Association. Any such assessment must be approved by a majority of the Members.

3.5 Advancements by Developer. Developer recognizes that until a sufficient number of Lots are conveyed to Owners, the expenses of the Association to maintain the Easement Areas may be greater than the amount assessed. Developer, at its option, may advance funds to the Association in such amounts as are appropriate to pay the expenses of the Association. Such advances shall be recognized by the Board of Trustees of the Association as a loan repayable at such time and in such installment amounts, together with reasonable interest, as Developer shall determine; it being Developer's intention to permit the Association to operate and maintain the Easement Areas for the benefit of all Lot Owners.

3.6 Commencement and Collection of Assessments. Assessments provided for herein shall commence at such time and shall be payable on such terms as established by the Board of Trustees of the Association. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may cause to be recorded in the public records of Van Wert County, Ohio, a list of delinquent assessments.

3.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate established from time to time by the Board of Trustees of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments.

3.8 Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage. A sale or transfer of any Lot shall not affect the assessment lien.



#### ARTICLE IV. INSURANCE

4.1 Liability Insurance for Easement Areas. The Association shall maintain liability insurance for bodily injury, or death occurring on, in, about, or arising from the Easement Areas, including but not limited to the retention ponds on those Easement Areas. The dollar amount of such insurance protection shall be as determined by the Board of Trustees.

4.2 Additional Insurance. The Association may obtain such other insurance as it deems necessary or appropriate in connection with the performance of the duties of the Association, including but not limited to, financial surety bonds and officers' and trustees' insurance.

4.3 Insurance Costs To Be General Expenses. The cost of all such insurance shall be part of the General Expenses of the Association and shall be paid from assessments.

#### ARTICLE V. ARCHITECTURAL CONTROL

5.1 Creation of Architectural Committee. The Board of Trustees of the Association shall appoint a committee to be known as the Architectural Committee or upon their failure to so appoint, shall themselves act as such Committee. The Architectural Committee (the "Committee") shall be composed of not less than three (3) and not more than five (5) members who shall serve at the pleasure of the Board. Except as provided in section 5.2, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of Lots. The members of the Committee shall not be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

5.2 Developer Appointments. Notwithstanding the provisions in section 5.1, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom need be an owner of a Lot, with this right to continue until Developer elects (by written instrument recorded in the Office of the Recorder of Van Wert County, Ohio) to terminate its control of the Committee. After Developer's control of the Committee has been terminated, the Board of Trustees shall thereafter have the authority to appoint the Committee.

5.3 Committee Approval.

(a) No building, fence, wall, structure, parking lot, driveway, drainage improvement, permanent advertising sign, permanent landscaping (including existing trees but excluding the removal of dead trees or foliage), grade of the real property, or other improvement shall be changed, commenced, erected, or maintained upon any Lot, nor shall any exterior addition, change, alteration or restoration or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors, and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography and as to the general suitability of the construction or landscaping with the construction on other Lots and as to the relative value and quality of such improvements, landscaping additions, changes, alterations, or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

(b) In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then the approval will be deemed not to have been given. Any approval obtained, whether by default or otherwise, shall be null and void unless construction is commenced within one hundred eighty (180) days after the date of approval or date of original sale whichever occurs later.

5.4 Rules. The Architectural Committee may establish rules consistent with the standards set forth on this Declaration to govern the construction of any improvements, landscaping, additions, or changes on Lots.

5.5 Approval of Committee; How Evidenced. Whenever in this Article approval of the Architectural Committee is required, such approval shall be in writing.



5.6 Responsibility. Neither the Committee, the Association, nor the Developer nor their representative agents shall be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

5.7 Construction by Developer. Nothing in this Article shall be construed to require Developer to obtain approval of the Architectural Committee prior to undertaking the initial construction of any structure or dwelling unit on any of the Lots on the property or on any annexed property.

#### ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY

6.1 Contemplated Annexation by Developer. Developer has the right and ability to acquire the real property described in "Exhibit E" and contemplates the possibility of construction of additional dwelling units on such real property or on part of such real property. From time to time, Developer may, but shall have no obligation to, submit all or any portion of the land in "Exhibit E," with any improvements thereon, or a part of the land, to the provisions of this Declaration. Developer hereby reserves the right at any time and from time to time to take the action so contemplated in submitting the land or any part of the land described in "Exhibit E" hereof to the provisions of this Declaration. Developer further reserves the right at any time, and from time to time, to add real property (in addition to the property described in Exhibit "E") which may hereafter be acquired by Developer to this Declaration so that such additional property will become in all respects part of the Subdivision.

6.2 Reservation of Right to Amend Declaration. Developer hereby reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to include the real property or any part of the real property described in "Exhibit E", to include any other real property hereafter acquired by the Developer, and to amend the protective covenants and other terms and conditions of the Declaration so as to enable Developer to develop additional property in such manner as Developer deems desirable. Developer further reserves the right from time to time to amend this Declaration in such respects as Developer may deem advisable so as to add additional property to the definition of "Easement Areas," so that such additional Easement Areas will become subject to all of the terms and conditions of this Declaration, including those terms governing the maintenance and control of Easement Areas by the Association.

6.3 Consent and Approval for Annexation Amendments. Developer on its own behalf as the Owner of all Lots and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such ownership, or a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article VI and each Owner and the respective Mortgagees by the acceptance of a deed conveying such ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Developer their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that the Developer exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

#### ARTICLE VII. PROTECTIVE COVENANTS AND RESTRICTIONS

7.1 Applicability of Zoning Regulations and Ordinances. Land use of all Lots is governed by the Zoning Regulations and other ordinances for the City of Van Wert, Ohio as presently enacted or hereafter amended. The Van Wert regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of its obligation to comply with any applicable Van Wert regulations and ordinances.

7.2 Residential Purposes. All Lots shall be used exclusively for single-family residential purposes.

7.3 Lot Subdivision and Building Sites. None of the Lots shall at any time be divided into more than one (1) building site and no building site shall be less in area than the area of the smallest Lot. A single Lot together with contiguous portion or portions of one or more adjacent Lots or, subject to limitation on building site size, contiguous portions of adjacent Lots may be used for one (1) building site, but only upon approval of the Association. If approval of the City of Van Wert Planning Commission is required by the City of Van Wert Subdivision Regulations, then no Lot may be subdivided unless authorized by the City of Van Wert Planning Commission as well as the Association.

7.4 Building Setbacks. Building setbacks shall be observed as provided on such plat as is filed of record with the Recorder of Van Wert County, Ohio, with respect to each individual Lot.

7.5 Lot Maintenance.

(a) All Lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Association for itself and its agents, the right, but not the obligation, after ten (10) days notice to any Lot Owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the Lots.

(b) Entrance upon such property for such purposes shall not constitute a trespass. The Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity; provided, however, that the lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering the Lot. The provisions of this section shall not be construed as an obligation on the part of the Association to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal services.

7.6 Garbage Containers. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the Lot at any time except during refuse collection.

7.7 Fuel Containers. Containers for storage of home heating oil or propane gas shall not be permitted.

7.8 Signs. All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions:

1. Builder and contractor signs during construction periods.
2. One professional sign of not more than four square feet to advertise a Lot for sale during a sales period.
3. Developer's sign or signs advertising the Lots.

7.9 Utilities. Except for above ground electric lines around the perimeter of the Lots, all utilities shall be installed underground.

7.10 Completion of Construction.

(a) Construction of a residence building on any building site shall be completed within two (2) years from the date of the original purchase from Developer, and completion of construction, including landscaping, shall be within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any Lot upon which the construction of the residential building has not been completed within two (2) years from the date of the original purchase from Developer or within one year from the date of beginning of construction, whichever is earlier.

(b) In the event the Developer elects to exercise the repurchase rights set forth in Section 7.10(a), Developer shall obtain an appraisal of the Lot by a licensed appraiser and shall give written notice to the then Owner of

record of the Lot of the appraised value of the Lot and of the Developer's intent to exercise its repurchase right. The repurchase price which the Developer shall pay for such Lot, in the event of such repurchase, shall be equal to the value of the Lot as appraised, less any costs or expenses incurred by the Developer in exercising or enforcing its repurchase right, including but not limited to, appraisal fees and attorney fees. Developer may also deduct from the repurchase price an amount equal to such sums as are necessary to satisfy any and all outstanding mortgages, mechanic's liens, tax liens, assessments or any other lien or encumbrance upon the Lot. The Owner shall transfer the Lot to Developer by warranty deed free and clear of any liens and encumbrances and, in the event that the Owner fails to voluntarily transfer such Lot, the Developer shall be entitled, in addition to any other remedy, to obtain a court order effecting the transfer of the Lot to the Developer and the Owner of such Lot shall be liable to the Developer for all costs, expenses, and attorney fees incurred in connection with such efforts.

7.11 Fences. All fence designs and locations shall be in keeping with the architectural character of the structure and no fence shall be erected until after the material, style and placement of such fence has been approved in writing by the Committee. No chain link fencing or similar fencing and no metal fencing shall be permitted. Fences shall not exceed four feet above the ground level, except that fences which are erected for the enclosure of a swimming pool may exceed four feet in height if necessary to comply with the City of Van Wert requirements and regulations on the fencing of swimming pools. No fence shall extend closer to the street than the rear wall of the residential structure; except that fencing on corner lots may extend to one (but not more than one) of the front corners of the residential structure.

7.12 Drainage. Drainage of surface water, storm water, and/or foundation drains shall not be connected to sanitary sewers.

7.13 Sump Pump Effluent. No pump or piping device shall discharge sump pump effluent into a public right-of-way or into sanitary sewers. Sump pump effluent shall be discharged into such curb drains as may be constructed for the Lots.

7.14 Animals. No animals, livestock, poultry, or water fowl of any kind or description, whether domesticated or wild, shall be raised, kept, fed, or bred on any Lot. Dogs (up to but not exceeding two (2) per Lot), cats, or other usual household pets may be kept on any Lot, provided that no such household pet may be kept on any Lot for commercial purposes. No dog houses or kennels are permitted on any Lot without the approval of the Committee.

7.15 Outbuildings and Structures.

(a) Outbuildings and detached structures shall not be permitted, except that one detached garage for up to one and one-half motor vehicles shall be permitted provided that any such detached garage shall be constructed with a permanent foundation and the shape, size, height, materials, color, and location of the structure shall be compatible with that of the residential structure and shall first be approved by the Committee under the procedures provided for in this Declaration.

(b) Storage structures shall be allowed provided all of the following requirements are met:

- (1) The storage structure shall not contain more than eighty (80) square feet of floor area.
- (2) At least one wall of the storage structure shall be fully attached to the rear of the residential building.
- (3) The storage structure shall be constructed with a permanent foundation and the shape, size, height, materials, color, and location of the structure shall be compatible with that of the residential structure; and
- (4) The outbuilding or detached structure shall be approved by the Committee under the procedures provided for in this Declaration.

(c) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

7.16 Sidewalks. Sidewalks required to be installed by the City of Van Wert shall be installed by the Owner at Owner's expense. Developer reserves the right to establish plans and specifications for any such sidewalks, and the Owner shall comply with any such plans and specifications. If the Owner refuses or fails to install the sidewalks promptly upon demand by the Developer or by the City of Van Wert, the Developer shall have the right to install the sidewalks, and Owner shall promptly reimburse Developer for all costs and expenses incurred in connection with the installation of the sidewalks, which costs and expenses shall constitute a lien upon the Lot enforceable by appropriate proceedings at law or equity.

7.17 Vehicles. No boat, camper, recreational vehicle, trailer of any kind (including but not limited to boat trailers, house trailers, and/or equipment trailers), tent, inoperable motor vehicle, or equipment or vehicle of a similar nature to any of the foregoing shall be parked or stored on any road, street, driveway, or yard, adjacent to or a part of any Lot for any period of time in excess of 24 hours.

7.18 Parking. On-street parking on any street in the Subdivision shall be restricted to occasional parking for special occasions only, not to exceed forty-eight (48) hours.

7.19 Size of Residence. Each residential structure erected on any building site shall be constructed with not less than 1300 square feet. This square footage shall exclude garage space and basement, decking, patios and unenclosed porches. The first floor of all structures shall have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable space. No structure shall exceed two and one half (2½) stories in height.

7.20 Solar Panels. The use of solar panels shall not be permitted.

7.21 Antennas and Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas, and no satellite dishes which exceed 24 inches in diameter shall be erected, placed, or maintained on any part Lot.

7.22 Vents. Vents protruding through the roof should be placed on rear roof surfaces when possible and be painted a color to blend with roof coloring.

7.23 Swimming Pools. Swimming pools shall match architectural character of the structure and be approved by the Committee. No above ground pools shall be permitted except for portable children's wading pools.

7.24 Mailboxes. The Committee may designate a mailbox design which must be used by each Lot Owner. The mailbox erected by the Lot Owner shall meet U.S. Postal Service specifications and applicable Van Wert ordinances.

7.25 Driveways. All driveways shall be concrete and shall extend from the garage door to the street and shall be approved by the Committee.

7.26 Clothes Lines. The use of exterior clothes lines shall not be permitted.

7.27 Basketball Goals. No basketball goals shall be permitted to be attached to any residential structure; however, free standing basketball goals may be permitted provided that Committee approval is obtained with respect to the placement and type of basketball goal and supporting structures.

7.28 Nuisances. No noxious or offensive activity which would constitute a nuisance shall be carried on any Lot.

7.29 Repairs. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, normal wear and tear excepted.

7.30 Trees Prohibited. No trees shall be planted between the curb and sidewalks and no trees shall be planted within a public right of way or within a public easement.

7.31 Wells and Pond Pumping Prohibited. No wells (including but not limited to landscaping wells) or individual water supply system shall be permitted to be drilled or installed on any Lot. Public water and sewer shall be used on every Lot. No water may be pumped from any pond or stream located in the Easement Areas. Notwithstanding the foregoing, wells used for geothermal HVAC Systems may be permitted provided that the Lot Owner obtains prior written approval from the Committee.

7.32 Boats. Motorized Boats shall not be permitted on the ponds located within the Easement Areas.

7.33 Alteration of Pond Bank Prohibited. No Lot Owner shall alter the bank of any pond or stream located adjacent to any Lot without prior written consent of the Board of Trustees of the Association.

7.34 Jungle Gyms. No jungle gyms shall be permitted on any Lot unless prior written approval is obtained from the Association with respect to the size and type of jungle gym. Standard 12 foot swing sets shall be permitted.

7.35 Manufactured Housing. No manufactured housing shall be permitted on any Lot. A manufactured house is any structure that is primarily assembled or constructed at another site and moved to a Lot.

7.36 Security Lights. Each Lot Owner shall install an electric security light in the front yard of each Lot at the time of the construction of a residential structure. The style of the light and the location for its placement shall be approved in advance by the Committee. The Committee reserves the right to select the style of the light and the location for its placement in order to assure consistency in appearance and features. Each such light shall be operated by automatic light sensors and shall have fully underground wiring. Each such light shall be maintained by the Lot Owner, including the furnishing of electricity, bulb replacement, and operational maintenance. The installation of such lights shall be in addition to any lights required by the ordinances and regulations of the City of Van Wert. The placement of each light pole shall be in the front of each residential structure approximately 4 feet from the residence driveway and 4 feet from the inner sidewalk edge and consistent with the location of all previously placed security light poles on other Lots.

7.37 House Address Number. Each Lot Owner shall attach to the residential structure house address numbers which are to be "Richfield Arched House Marker" 15¼ inch wide x 9¼ inch tall.

7.38 Docks Prohibited. No docks shall be constructed on any Lot or on any portion of the Easement Area.

7.39 Limitations of Use of Easement Area. The Lot Owners of said Lots are hereby restricted to their use and enjoyment of the common area, including the lake, as follows:

a. The level of the water shall not be increased above standard outlet level without prior written consent of the director of Service and Safety of the City of Van Wert, Ohio.

b. The holding capacity of the basin of the lake shall not be decreased by shoreline construction or any other means.

c. No material of any kind, including but not limited to, stone, dirt, metal, brick, wood, glass, or refuse, shall be deposited, either temporarily or permanently, in the area containing Washington Place Lake, except hereinafter required to maintain the shorelines.

d. No motorized vehicles of any nature, including but not limited to, boats and snowmobiles, shall be operated within the area containing Washington Place Lake.

## ARTICLE VIII. EASEMENTS FOR UTILITIES

8.1 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision in which the Lots are located. No structure or other materials or improvements that may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility are responsible.

## ARTICLE IX. ENFORCEMENT

9.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Lot Owner or by any person or entity using or occupying any Lot, then Developer, the Association, or any Lot Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Developer, the Association, or any Lot Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

9.2 All costs, expenses, and attorney fees incurred by the Developer or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

## ARTICLE X. LOT OWNER ACCEPTANCE

10.1 The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying title to the Lot, or by the execution of a contract of the purchase of the Lot, whether from Developer or from a subsequent Owner of the Lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

## ARTICLE XI. TERM AND MODIFICATION

11.1 This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Association. Thereafter, a majority vote of the Lot Owners may amend this Declaration. Unless so amended this Declaration shall run for an initial period of thirty (30) years with successive automatic renewal periods of ten (10) years each.

## ARTICLE XII. SEVERABILITY

12.1 Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.

12.2 The provisions of these restrictions are in addition to, and supplemental of, any ordinances, laws and regulations of the City of Van Wert, Ohio.

ARTICLE XIII. ASSOCIATION ADDRESS

13.1 All matters or plans required to be submitted to the Association for approval or review shall be addressed and delivered to:

Washington Place Lake Association  
6781 Hellwarth Road  
PO Box 317  
Celina, OH 45822-0317

or to such other address as the Association shall subsequently designate by written instrument recorded in the office of the Recorder of Van Wert County, Ohio.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1 Finality of Association and Developer Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Association and/or the Developer shall be final and in no event be deemed arbitrary or capricious.

14.2 Non-Liability. Neither the Developer nor the Association, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Association or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

14.3 Rules and Regulations. The Association may adopt and enforce reasonable rules and regulations pertaining to the construction on, and use of the Lots, which shall be binding on the Owners of Lots in the same manner as this Declaration.

14.4 Rights of Developer. Nothing in this Declaration shall be understood or construed to prevent Developer or the employees, contractors, or subcontractors of Developer from:

(a) Doing on any part or parts of the Lots owned or controlled by Developer, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots, of establishing the Lots as a residential community, or of disposing of the Lots;

(b) Constructing and maintaining on any part or parts of the Lots owned or controlled by Developer, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Lots as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of Lots.

Executed on the 23rd day of September 2004.

BRUNS BUILDING & DEVELOPMENT  
CORPORATION, INC.  
An Ohio Corporation

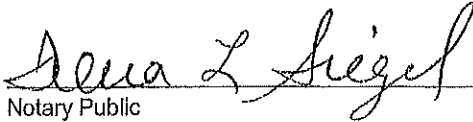
By: Michael Brun  
Its: President



STATE OF OHIO                     )  
COUNTY OF MERCER         ) SS:

Before me, a Notary Public in and for said county and state, personally appeared Bruns Building & Development Corporation, Inc., an Ohio corporation, by Michael Bruns, its President, who acknowledged that he did sign the foregoing Declaration of Covenants, Conditions, and Restrictions and that the same is his free act and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Van Wert, Ohio, this 23<sup>rd</sup> day of September 2004.

  
Notary Public

This instrument prepared by:

FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, Ohio 45365  
(937) 492-1271



TREVA L. SIEGEL, Notary Public  
State of Ohio  
My Commission Expires July 29, 2008

G:\Washington Place Lake Assoc\Washington Place Sub\Dec of Sub  
MAS: clf 9/23/04

## **EXHIBIT A**

### **Washington Place Subdivision Adjacent to Washington Lake**

#### **Tract I:**

Situated in the City of Van Wert, County of Van Wert and State of Ohio.

Being Lot 4067 in Washington Place Subdivision, Phase VI, as recorded in Plat Book Volume 8, Page 104 of the Van Wert County, Ohio Records of Plats and being subject to all conditions, restrictions, easements and reservations of record.

#### **Tract II:**

Situated in the City of Van Wert, County of Van Wert and State of Ohio.

Being Lot 4266, 4267, 4268, 4269, and 4270 in Washington Place Subdivision, Phase IV, A, as recorded in Plat Book Volume \_\_\_\_, Page \_\_\_\_ of the Van Wert County, Ohio Records of Plats and being subject to all conditions, restrictions, easements and reservations of record.

**EXHIBIT B**  
**LEGAL DESCRIPTION FOR OUTLOT #1**  
**2.039 ACRES**

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, being part of a 56.896 acre tract in the City of Van Wert described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Lot #4068 of Washington Place Subdivision Phase VI, Plat Book 8, and Page 104 for the TRUE POINT OF BEGINNING;

Thence South 89°36'35" West a distance of two hundred seventy-nine and forty-three hundredths (279.43') feet to an Iron Pin set;

Thence North 00°23'25" West a distance of three hundred sixty and zero hundredths (360.00') feet to a point;

Thence North 89°36'35" East a distance of one hundred eighty and zero hundredths (180.00') feet to a point;

Thence South 30°20'19" East a distance of thirty-four and five hundredths (34.05') feet to a point;

Thence South 05°25'23" West a distance of one hundred fifteen and thirty-seven hundredths (115.37') feet to a point;

Thence South 15°49'10" East a distance of one hundred seventy-two and twenty-eight hundredths (172.28') feet to a point;

Thence South 77°21'49" East a distance of one hundred fifty-nine and fourteen hundredths (159.14') feet to a point;

Thence North 89°36'35" East a distance of one hundred ninety-five and eight hundredths (195.08') feet to a point;

Thence South 00°01'52" East a distance of forty-four and twenty-two hundredths (44.22') feet to a point;

Thence South 89°36'35" West a distance of two hundred one and thirty-seven hundredths (201.37') feet to a point;

Thence North 73°29'30" East a distance of one hundred seven and seventy-two hundredths (107.72') feet to the TRUE POINT OF BEGINNING, containing 2.039 acres more or less;

## EXHIBIT C

Prescribed by **J. Kenneth Blackwell**Ohio Secretary of State  
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the following:

☒ Yes PO Box 1390  
Columbus, OH 43216  
\*\*\* Requires an additional fee of \$100 \*\*\*

☐ No PO Box 670  
Columbus, OH 43216

**INITIAL ARTICLES OF INCORPORATION**

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

Complete the general information in this section for the box checked above.

**FIRST:** Name of Corporation Washington Place Lake Association, Inc.

**SECOND:** Location Van Wert Van Wert  
(City) (County)

**Effective Date (Optional)** \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

☒ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

**THIRD:** Purpose for which corporation is formed

See attached extender.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complete the information in this section if box (1) or (3) is checked.

**FOURTH:** The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

\_\_\_\_\_ (No. of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

**REQUIRED**

Must be authenticated  
(signed) by an authorized  
representative

(See Instructions)

Authorized Representative

Michael A. Staudt, Incorporator

(print name)

9-15-04

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

Complete the information in this section if box (1) (2) or (3) is checked.

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Washington Place Lake Association, Inc.  
hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by  
statute to be served upon the corporation may be served. The complete address of the agent is

Michael A. Staudt

(Name)

Courtview Center, Suite 300, 100 South Main Avenue

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

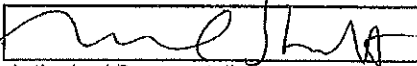
Sidney, Ohio

45365

(City)

(Zip Code)

Must be authenticated by an  
authorized representative



Authorized Representative  
Michael A. Staudt

9-15-04  
Date



Authorized Representative

  
Date

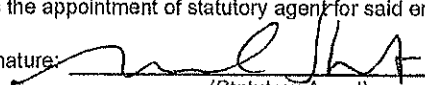


Authorized Representative

  
Date

### ACCEPTANCE OF APPOINTMENT

The Undersigned, Michael A. Staudt, named herein as the  
Statutory agent for, Washington Place Lake Association, Inc.  
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: 

(Statutory Agent)

Michael A. Staudt

**EXTENDER TO**  
**ARTICLES OF INCORPORATION**  
**OF**  
**WASHINGTON PLACE LAKE ASSOCIATION, INC.**

**ARTICLE III**  
**PURPOSE AND POWERS**

This non-profit corporation, sometimes referred to as the Association, does not contemplate pecuniary gain or profit to its members, and the general purpose for which it is formed is to act as the owners' association for the real estate development referred to above, i.e. the Washington Place Subdivision Adjacent to Washington Lake. That real estate development will be created by filing for record with the Van Wert County Recorder a Declaration of Covenants, Conditions, and Restrictions (the "Declaration") applicable to that development.

There is a possibility that Washington Place Subdivision Adjacent to Washington Lake will be expanded in the future by adding more land. If and when additional property is added to the development of the Washington Place Subdivision Adjacent to Washington Lake, it will be through the process of additional plats being filed, with the plat covenants making the additional Lots subject to the provisions of the Declaration.

The subsidiary purposes for which this Association is formed include providing an entity (this Association) to maintain the Easement Areas, as that term is defined in the Declaration and administering all provisions of the Declaration. For these purposes the Association shall have power:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, in these Articles and in the Regulations of this Association, as those documents may be amended from time to time;

(b) To fix, levy, collect, and enforce payment of all assessments and charges levied pursuant to the terms of the Declaration;



(c) To pay all expenses incurred by the Association for or incidental to the exercise of the powers of this Association or to accomplish its purposes;

(d) To acquire by any method and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association;

(e) To borrow money and (with the assent of two-thirds of the members, such assent to be given by oral vote, written proxy, or other form of written consent at, for, or in connection with a meeting of members called to discuss and/or decide such matter) to pledge, assign, or encumber any or all of its personal property, including accounts receivable in the form of unpaid assessments and also including assessment liens, all as security for money borrowed or debts incurred;

(f) To obtain, pay for, and maintain insurance for the protection of land subject to the Declaration and of owners and occupants of any portion of the property subject to the Declaration, to the extent permitted or required by the Declaration, including but not limited to general or public liability insurance, fire and extended coverage insurance on improvements, vandalism, and windstorm insurance, financial surety bonds, and officers' and trustees' insurance;

(g) To do any and all other things necessary, expedient, incidental, appropriate, or convenient to the carrying-out of the foregoing purposes, or which will promote the common benefit and enjoyment of the occupants of the Lots included within the Washington Place Subdivision Adjacent to Washington Lake, to the extent not prohibited from doing so by the terms and conditions of the Declaration; and

(h) To have and exercise any and all powers, rights, and privileges which a corporation organized under the non-profit corporation laws of the State of Ohio may now or hereafter have or exercise under the state statutes, to the extent not inconsistent with the purposes of this Association or the terms and conditions of the Declaration.

#### ARTICLE IV

##### DEFINITIONS

The terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, and Restrictions that will be recorded to establish a residential real estate development for lots located in Washington Place Subdivision Adjacent to Washington Lake, together with any additional lots subsequently added to that real estate so as to be made subject to the Declaration, hereinafter collectively referred to as the Washington Place Subdivision Adjacent to Washington Lake.

## ARTICLE V

### MEMBERSHIP; VOTING RIGHTS

Members shall be entitled to one vote for each Lot owned which shall be exercised in accordance with the terms and conditions set forth in the Declaration and Regulations of the Association.

## ARTICLE VI

### TRUSTEES

The number of trustees constituting the initial trustees of the Association is three (3) and the names and addresses of the persons who are to serve as the initial trustees are:

<u>Name</u>	<u>Address</u>
Jerry B. Stachler	4440 Fairground Road Celina OH 45822
Craig Valentine	1512 Mary Lane Celina OH 45822
Randy K. Bruns	3664 Menchhofer Road Coldwater, OH 45828

Any trustee holding office through appointment in these Articles (or through subsequent appointment by the Developer) may resign prior to expiration of his/her term, and may also be removed by the Developer with or without cause. Any vacancy caused by resignation, removal, or death of such appointed trustee may be filled by the Developer appointing a successor trustee for the balance of the unexpired term.

## ARTICLE V

### DISSOLUTION

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event the acceptance of such distribution is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

**EXHIBIT D**

**CODE OF REGULATIONS  
OF  
WASHINGTON PLACE  
LAKE ASSOCIATION, INC.**

Prepared by:

Michael A. Staudt  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
937/492-1271

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## CODE OF REGULATIONS

### WASHINGTON PLACE LAKE ASSOCIATION, INC.,

#### A NON-PROFIT CORPORATION

The Washington Place Lake Association, Inc. has been formed as an Ohio non-profit corporation by the filing of its Articles of Incorporation with the Secretary of State of Ohio. Its general purpose is to act as the Lot owners' association for certain Lots located in Washington Place Subdivision Adjacent to Washington Lake (hereinafter referred to as the "Subdivision"). More specific purposes of this corporation (and the powers it holds) are set forth in those Articles of Incorporation.

For the purposes of the statutes which control non-profit corporations of Ohio (particularly, but not limited to, Section 1702.10, 1702.11 and 1702.30) the following Regulations shall be deemed to constitute the regulations of this corporation.

#### ARTICLE I. NAME AND LOCATION

Section 1.1 The Association. The name of this non-profit corporation, **Washington Place Lake Association, Inc.**, will not be repeated throughout these Regulations, but instead the corporation will be referred to simply as the "Association". The principal office of the Association shall be located in Van Wert County, Ohio, or at such other location as the Trustees subsequently decide upon, and meetings of Members and Trustees may be held at such places within Van Wert County, Ohio as may be designated from time to time by the Board of Trustees.

#### ARTICLE II. DEFINITIONS

Section 2.1 Covenants, Conditions, and Restrictions. For all purposes throughout these Regulations, the definitions contained in the Declaration shall apply.

#### ARTICLE III. MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of Members shall be held within 180 days after the closing of the sale of all Lots in the Subdivision or at such time as the Developer voluntarily relinquishes its control of the Association by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur. Subsequent annual meetings of Members shall be held on or before March 31 of each year on such date and time and at such place as designated by the Board of Trustees.

Section 3.2 Special Meetings. After the first annual meeting of Members, special meetings of Members may be called at any time by the President or by the Board of Trustees, or on written request of Members who are entitled to vote one-fourth (1/4) of all votes.

Section 3.3 Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the day, hour, and place of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Regulations. If a quorum is not present at any

meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate upon conveyance by him of his Lot.

#### ARTICLE IV. BOARD OF TRUSTEES - TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 4.1 Number. The affairs of the Association shall, until the first annual meeting, be managed by a Board of four (4) Trustees, being the persons named in the Articles of Incorporation, who need not be Members of the Association. Thereafter, the affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be Members of the Association.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) Trustee for a term of one (1) year, two (2) Trustees for a term of two (2) years, and two (2) Trustees for a term of three (3) years; at each annual meeting thereafter, Trustees shall be elected for a term of three (3) years.

Section 4.3 Removal. After the first annual meeting of Members, any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation, or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his duties.

#### ARTICLE V. BOARD OF TRUSTEES; NOMINATION AND ELECTION

Section 5.1 Rights of Developer. Notwithstanding the provisions of any other section of this Code of Regulations or the Declaration, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Trustees selected solely by the Developer until such time as a special meeting of the Members is called by the Trustees which shall be held within 180 days after the closing of the sale of all Lots in the Subdivision by the Developer, or until Developer waives such requirement by calling a special meeting of Members for the purpose of relinquishing such rights, whichever shall first occur.

Section 5.2 Nomination. After the first annual meeting of Members, nomination for election to the Board of Trustees shall be by nominating committee. However, nominating may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a member of the Board of Trustees, and two or more Members of the Association. The committee shall be appointed by the Board of Trustees prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 5.3 Election. Election to the Board of Trustees shall be by secret ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is permitted, provided that any Member who intends to cumulate his votes must give written notice of such intention to the secretary of the Association on or before the day preceding the election at which such Member intends to cumulate his votes.

## ARTICLE VI. BOARD OF TRUSTEES -- MEETINGS

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held without notice at such regular times and at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. All of the power and authority of the Association shall be exercised by its Board of Trustees and not by the Members of the Association, except in those limited situations in which the laws of Ohio, the Declaration, or the Articles of Incorporation require that some specific action be authorized or taken by a vote of the Members. The authority and power of the Board of Trustees shall include, but shall not be limited to, the power to:

- (a) Adopt and publish reasonable regulations governing the use of Easement Areas, to provide for enforcement of the Declaration documents and those rules and regulations, and to establish and apply penalties for violations thereof;
- (b) Suspend the voting rights and/or the right to be elected or serve as an officer or Trustee of this Association during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days for each infraction of any provisions of the Declaration, including published rules and regulations;
- (c) Administer the covenants, conditions, and restrictions established by the Declaration, and to exercise for the Association all powers, duties, and authority vested in or delegated to this Association.
- (d) Employ any manager, independent contractor, attorney, accountant, and such other employees and/or agents as the Board of Trustees may deem necessary or appropriate;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded if the board deems it advisable to do so.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to take all such action as may be necessary or appropriate to operate and manage the Association within the scope of the powers of the Board, including but not limited to the duties to:

- (a) Cause to be kept a record of the acts and decisions of this Association in the form of a non-profit corporation minute book containing minutes of the meetings of Members and of Trustees. Minutes may be summary in nature but shall record the actions and decisions taken and made by official resolution at such meetings. These records shall be available, for review by Members at reasonable times and upon reasonable advance request;



- (b) Appoint, supervise, and remove all officers, agents, and employees of the Association and to determine the compensation of those officers, agents, and employees;
- (c) Act on assessment matters as required by the Declaration;
- (d) Cause the maintenance work required in the Declaration to be performed with regard to the Easement Acres to the extent the Trustees deem such maintenance to be reasonably necessary and appropriate; and
- (e) Keep a list of the names and addresses of all Members and of all Lot owners including the Lot number and street address of the Lot owned by each owner.

#### ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all time be members of the Board of Trustees, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of Members.

Section 8.3 Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year and until a successor is duly qualified unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers

so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts of all funds of the Association, and shall disburse such funds as directed by the resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

#### ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee as provided in Article V of these Regulations. In addition, the Board of Trustees may appoint such other committees as it deems appropriate in the performance of its duties.

#### ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency as specified from time to time by the Board of Trustees, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his Lot.

#### ARTICLE XI. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member upon reasonable notice during ordinary business hours. The Declaration, Articles of Incorporation, and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

#### ARTICLE XII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

#### ARTICLE XIII. AMENDMENTS

These Regulations may be amended, at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or by proxy.

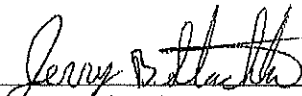
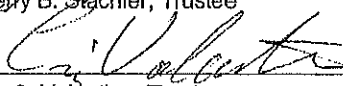
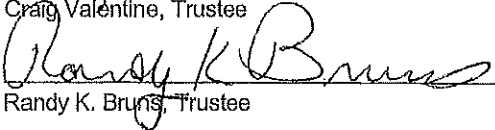
ARTICLE XV. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control; in the case of any conflict between the Declaration and these Regulations, the Declaration shall control; in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

IN TESTIMONY WHEREOF, the undersigned have caused these Regulations to be duly adopted on or as of the 23rd day of September, 2004.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

  
Jerry B. Stachler, Trustee  
  
Craig Valentine, Trustee  
  
Randy K. Bruns, Trustee

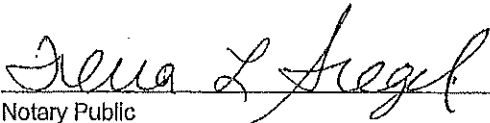
STATE OF OHIO                    )  
COUNTY OF VAN WERT        ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Washington Place Lake Association, Inc., by Jerry B. Stachler, Craig Valentine, and Randy K. Bruns, Trustees, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, individually and as such Trustees, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Van Wert, Ohio, this 23rd day of September, 2004.



TREVA L. SIEGEL, Notary Public  
State of Ohio  
My Commission Expires July 29, 2006

  
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional Association  
Courtview Center - Suite 300, 100 South Main Avenue, Sidney, OH 45365, (937) 492-1271

G:\Washington Place Lake Assoc\Code of Regs-Assn  
MAS: clf

**EXHIBIT E-2**  
**1.170 ACRES**

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, The City of Van Wert described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Existing Lot #4068 of Washington Place Subdivision, for the TRUE POINT OF BEGINNING;

Thence South 73°29'30" East a distance of one hundred four and seventy-two hundredths (104.72') feet to a point;

Thence North 89°36'35" East a distance of two hundred one and thirty-seven hundredths (201.37') feet to a point;

Thence South 00°01'52" East a distance of one hundred eighty-three and thirty-six hundredths (183.36') feet to a point;

Thence South 89°58'08" West a distance of ninety and eighty-seven hundredths (90.87') feet to a point;

Thence Westerly one hundred eighty-eight and fifty hundredths (188.50') feet along the arc of a curve to the left having a radius of sixty and zero hundredths (60.00') feet and along a chord of one hundred twenty and zero hundredths (120.00') feet and a bearing of North 90°00'00" West to a point;

Thence South 89°58'08" West a distance of ninety and eighty-seven hundredths (90.87') feet to a point;

Thence North 00°01'52" West a distance of two hundred eleven and eighty-five hundredths (211.85') feet to the TRUE POINT OF BEGINNING, containing 1.170 acres more or less;

### EXHIBIT E-3

Situate in the City of Van Wert in the County of Van Wert and the State of Ohio, to-wit:

A parcel of land situated in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 19, Town Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, and also known as Subdivision 461 in the City of Van Wert, and more particularly described as follows:

Commencing at an existing 5/8" rebar and cap at the Southwest corner of the Northeast Quarter (1/4) of Section 19, and thence North 89°-41'-13" East, along the South line of the Northeast Quarter (1/4) of Section 19, Three Hundred Twelve and 41/100 (312.41) feet to an existing 5/8" rebar and cap for the TRUE PLACE OF BEGINNING.

THENCE continuing North 89°-41'-13" East, along the foresaid South line, One Thousand fifteen and 38/100 (1015.38) feet to an existing 5/8" rebar and cap at the Southeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4);

THENCE North 00°-07'-45" West, along the East line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4), Thirteen Hundred Twenty-six and 40/100 (1326.40) feet to an existing 5/8" rebar and cap at the Northeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4);

THENCE South 89°-31'-06" West, along the North line of the South one-half (1/2) of the Northeast Quarter (1/4), One Thousand Eleven and 37/100 (1011.37) feet to an existing 5/8" rebar and cap, and

THENCE South 00°-02'-44" West, Thirteen Hundred Twenty-three and 43/100 (1323.43) feet to the place of beginning. Containing 30.822 acres, more or less, and subject to all easements and rights-of-ways of record.

Bearings are to an assumed meridian to denote angles only. A survey of this parcel was made by Don N. Friemoth, Registered Professional Surveyor No. 04981.

G:\Carol legals\Investacorr - 30.822 acres

#### EXHIBIT E-4

Situated in the Township of Ridge, City of Van Wert, County of Van Wert, and State of Ohio:

A parcel of land situated in the South one-half (1/2) of the Northwest Quarter (1/4) and in the South one-half (1/2) of the Northeast Quarter (1/4) of Section 19, Town Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, and being a part of Subdivision 461 (a part of Subdivision 461 is now known as 461-1) and Subdivision 464 in the City of Van Wert, and more particularly described as follows: Beginning at an existing iron pin and cap at the Southeast corner of the Northwest Quarter (1/4) of Section 19; thence South 89°-11'-04" West, along the South line of the Northwest Quarter (1/4) Six Hundred Seventy-four and 12/100 (674.12) feet to an existing iron pin and cap at the Southwest corner of Subdivision 464; thence North 00°-02'-44" East, along the West line of Subdivision 464, Thirteen Hundred Twenty-eight and 54/100 (1328.54) feet to an existing iron pin and cap on the North line of the South one-half (1/2) of the Northwest Quarter (1/4), said point also being the Northwest corner of Subdivision 464; thence North 89°-41'-47" East, along the North line of Subdivision 464 and also along the North line of the South one-half (1/2) of the Northwest Quarter (1/4), Six Hundred Seventy-four and 07/100 (674.07) feet to an existing iron pin on the East line of the Northwest Quarter (1/4) of Section 19; thence North 89°-31'-06" East, along the North line of the South one-half (1/2) of the Northeast Quarter (1/4), Three Hundred Twelve and 41/100 (312.41) feet to a 5/8" rebar and cap set; thence South 00°-02'-44" West, Thirteen Hundred Twenty-three and 43/100 (1323.43) feet to a 5/8" rebar and cap set on the South line of the Northeast Quarter (1/4) of Section 19, and thence South 89°-41'-13" West, along the aforesaid South line, Three Hundred Twelve and 41/100 (312.41) feet to the place of beginning. Containing 30.00 acres, more or less, [20.512 acre in the East part of the South one-half (1/2) of the Northwest Quarter (1/4) and 9.488 acres in the South one-half (1/2) of the Northeast Quarter (1/4) of Section 19] Subject to all legal road rights-of-way and easements of record.

Bearings are to an assumed meridian to denote angles only. A survey of this parcel was made by Don N. Friemoth, Registered Professional Surveyor No. 04981.

Last transfer of record appears in Volume 160, Page 342, Van Wert County Recorder's Official Records.

**EXHIBIT E-1**  
**2.759 ACRES**

Situated in the Northwest Quarter of Section Nineteen (19), Township Two (2) South, Range Three (3) East, Ridge Township, Van Wert County, Ohio, being part of a 56.896 acre tract in the City of Van West described in Official Records Volume 100, Page 728, in the office of the Van Wert County Recorder, and being more particularly describes as follows:

Commencing at an Iron Bar found at the Northeast corner of Lot #4270 of Washington Place Subdivision Phase IV A, for the TRUE POINT OF BEGINNING;

Thence North 89°36'35" East a distance of two hundred thirty-nine and twelve hundredths (239.12') feet to a point;

Thence Southeasterly forty-seven and thirty-one hundredths (47.31') feet along the arc of a curve to the right having a radius of thirty and zero hundredths (30.00') feet and along a chord of forty-two and fifty-six hundredths (42.56') feet and a bearing of South 45°12'38" East to a point;

Thence South 00°23'25" East a distance of two hundred five and ninety-four hundredths (205.94') feet to a point;

Thence Southwesterly twenty-five and twenty-three hundredths (25.23') feet along the arc of a curve to the right having a radius of thirty and zero hundredths (30.00') feet and along a chord of twenty-four and forty-nine hundredths (24.49') feet and a bearing of South 48°03'49" West to a point;

Thence Southeasterly two hundred two and sixty-six hundredths (202.66') feet along the arc of a curve to the left having a radius of sixty and zero hundredths (60.00') feet and along a chord of one hundred nineteen and seventeen (119.17') feet and a bearing of South 48°36'15" East to a point;

Thence South 63°54'28" East a distance of one hundred and sixty-two and thirty hundredths (162.30') feet to a point;

Thence South 00°01'52" East a distance of ninety-nine and fourteen hundredths (99.14') feet to a point;

Thence South 89°36'35" West a distance of one hundred ninety-five and eight hundredths (195.08') feet to a point;

Thence North 77°21'49" West a distance of one hundred fifty-nine and fourteen hundredths (159.14') feet to a point;

Thence North 15°49'10" West a distance of one hundred seventy-two and twenty-eight hundredths (172.28') feet to a point;

Thence North 05°25'23" East a distance of one hundred fifteen and thirty-seven hundredths (115.37') feet to a point;

Thence North 30°20'19" West a distance of thirty-four and five hundredths (34.05') feet to a point;

Thence South 89°36'35" West a distance of ninety and zero hundredths (90.00') feet to a point;

Thence North 00°23'25" West a distance of one hundred fifty and zero hundredths (150.00') feet to the TRUE POINT OF BEGINNING, containing 2.759 acres more or less;





202102681 Pages: 3  
Filed for Record in VAN WERT County, Ohio  
KIM HUGHES, Recorder  
06/21/2021 10:15 AM Recording Fees: \$42.00  
DECL AMENDM OR 420 / p3070 - p3072

**SECOND AMENDMENT TO DECLARATION  
OF  
WASHINGTON PLACE SUBDIVISION ADJACENT TO WASHINGTON LAKE**

This Second Amendment to the Declaration of Covenants and Restrictions for Washington Place Subdivision Adjacent to Washington Lake ("Amendment") is made and entered into this 21<sup>st</sup> day of June, 2021, by **INVESTACORR, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Washington Place Subdivision Adjacent to Washington Lake Declaration of Covenants and Restrictions.

**RECITALS**

- A. On October 6, 2004, certain real property located in the City of Van Wert, Van Wert County, Ohio was submitted to the provisions of the Washington Place Subdivision Adjacent to Washington Lake Declaration of Subdivision Establishing Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on October 6, 2004 at Book 305, Page 1353 of the Official Records of Van Wert County, Ohio.
- B. Article XI of the Declaration further provides that: "This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Association." The Developer continues to own lots within the Subdivision and therefore has not relinquished control of the Association.
- C. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Second Amendment in order to modify certain covenants and restrictions contained in the Declaration.

NOW, THEREFORE, the Declaration is hereby amended so as to apply to the Lots identified on Exhibit A attached hereto together with such Additional Property as may be added to the Subdivision from time to time, as follows:

1. Section 7.10 of the Declaration, entitled "Completion of Construction", shall be deleted in its entirety and the following shall be substituted in its place:

"7.10 This section intentionally left blank."

2. Except as provided in this Second Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Subdivision Establishing Covenants, Conditions, and Restrictions for Washington Place Subdivision Adjacent to Washington Lake has been executed by INVESTACORR, INC. as the Developer.

INVESTACORR, INC., an Ohio Corporation

By: Randy Bruns  
Randy Bruns, President

STATE OF OHIO            )  
COUNTY OF MERCER    ) ss:

Before me, a Notary Public in and for said county and state, personally appeared INVESTACORR, INC., an Ohio corporation, by Randy Bruns, its President, who acknowledged that he did sign the foregoing Amendment to Declaration of Washington Place Subdivision Adjacent to Washington Lake and that the same is his free act and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Celina, Ohio, this 21<sup>st</sup> day of June 2021

Debra L. Abels  
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KERN, and HENK, Notary Public, State of Ohio, My Commission Expires Dec. 16, 2023  
Association, Courtview Center – Suite 300, 100 South Main Street, Celina, OH 45822-0001  
492-1271  
(Recorded in Mercer County)



**EXHIBIT A**

Situated in the City of Van Wert, County of Van Wert and State of Ohio:

Being Lot Numbers 4282, 4283, 4284, 4285, 4286, and 4287 of Washington Place Subdivision, Phase IV, B as recorded in Plat Book 10, Page 198 of the Van Wert County, Ohio Records of Plats and being subject to all conditions, restrictions, easements and reservations of record.

202102681

**INVESTACORR INC  
ATTN: DEB  
6781 HELLWARTH ROAD  
CELINA, OH 45822**



202102681 Pages: 3  
Filed for Record in VAN WERT County, Ohio  
KIM HUGHES, Recorder  
06/21/2021 10:15 AM Recording Fees: \$42.00  
DECL AMENDM OR 420 / p3070 - p3072

**SECOND AMENDMENT TO DECLARATION  
OF  
WASHINGTON PLACE SUBDIVISION ADJACENT TO WASHINGTON LAKE**

This Second Amendment to the Declaration of Covenants and Restrictions for Washington Place Subdivision Adjacent to Washington Lake ("Amendment") is made and entered into this 21<sup>st</sup> day of June, 2021, by **INVESTACORR, INC.**, an Ohio corporation ("Developer"), for the purpose of amending the Washington Place Subdivision Adjacent to Washington Lake Declaration of Covenants and Restrictions.

**RECITALS**

- A. On October 6, 2004, certain real property located in the City of Van Wert, Van Wert County, Ohio was submitted to the provisions of the Washington Place Subdivision Adjacent to Washington Lake Declaration of Subdivision Establishing Covenants, Conditions, and Restrictions (the "Declaration"), which Declaration was filed for record on October 6, 2004 at Book 305, Page 1353 of the Official Records of Van Wert County, Ohio.
- B. Article XI of the Declaration further provides that: "This Declaration may be amended only by the sole act of Developer up to the time Developer relinquishes control of the Association." The Developer continues to own lots within the Subdivision and therefore has not relinquished control of the Association.
- C. The Developer now desires to amend the Declaration pursuant to the terms and conditions of this Second Amendment in order to modify certain covenants and restrictions contained in the Declaration.

NOW, THEREFORE, the Declaration is hereby amended so as to apply to the Lots identified on Exhibit A attached hereto together with such Additional Property as may be added to the Subdivision from time to time, as follows:

1. Section 7.10 of the Declaration, entitled "Completion of Construction", shall be deleted in its entirety and the following shall be substituted in its place:

"7.10 This section intentionally left blank."

2. Except as provided in this Second Amendment, all other terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Subdivision Establishing Covenants, Conditions, and Restrictions for Washington Place Subdivision Adjacent to Washington Lake has been executed by INVESTACORR, INC. as the Developer.

INVESTACORR, INC., an Ohio Corporation

By: Randy Bruns  
Randy Bruns, President

STATE OF OHIO            )  
COUNTY OF MERCER    ) ss:

Before me, a Notary Public in and for said county and state, personally appeared INVESTACORR, INC., an Ohio corporation, by Randy Bruns, its President, who acknowledged that he did sign the foregoing Amendment to Declaration of Washington Place Subdivision Adjacent to Washington Lake and that the same is his free act and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Celina, Ohio, this 21<sup>st</sup> day of June 2021

Debra L. Abels  
Notary Public

This instrument prepared by: FAULKNER, GARMHAUSEN, KETTER, HENK, Notary Public, State of Ohio,  
Association, Courtview Center – Suite 300, 100 South Main Street, Celina, OH 45822  
492-1271  
(My Commission Expires Dec. 16, 2025)  
(Recorded in Mercer County)



**EXHIBIT A**

Situated in the City of Van Wert, County of Van Wert and State of Ohio:

Being Lot Numbers 4282, 4283, 4284, 4285, 4286, and 4287 of Washington Place Subdivision, Phase IV, B as recorded in Plat Book 10, Page 198 of the Van Wert County, Ohio Records of Plats and being subject to all conditions, restrictions, easements and reservations of record.

202102681

INVESTACORR INC  
ATTN: DEB  
6781 HELLWARTH ROAD  
CELINA, OH 45822