

CHOCTAW LAKE PROPERTY OWNERS ASSOCIATION
REVISED AMENDMENT OF RESTRICTIVE COVENANTS

WHEREAS, the following real estate situated in the County of Madison, in the State of Ohio and in the Township of Somerford, and bounded and described as follows:

All lots in the CHOCTAW LAKE SUBDIVISION, as shown on certain maps, numbered 1, 2, 3, 3A, 4 and 6 recorded in the Office of Recorder, Madison County, Ohio

is subject to certain restrictive covenants appearing of record on said maps and the individual deeds of conveyance to purchasers of said lots.

WHEREAS, the members of the Choctaw Lake Property Owners Association, Inc., a nonprofit corporation, after receiving notice of proposed amendments to the restrictive covenants at property owners' meetings and in the March, April 1987 and other issues of the "Peace Pipe," the Association publication, have voted affirmatively to amend said restrictive covenants; and

WHEREAS, the owners of at least two-thirds of the lots in the Choctaw Lake Subdivision have agreed in writing to amend the restrictive covenants as published, by an affirmative vote of 777.9 for, 107.5 against, out of a total of 1097 lots, as mandated by paragraph 10 of the original restrictive covenants; and

WHEREAS, the Choctaw Lake Property Owners Association, Inc. desires that these amended restrictive covenants be filed of record to provide notice to all present and future property owners; and

WHEREAS, the amended restrictive covenants filed April 22, 1988 and recorded April 25, 1988 in Deed record Volume 275, pages 943 - 949 in the Madison County Recorder's Office omitted a portion of paragraph 2 as a result of a clerical error and contained other minor clerical errors that have been corrected in this Revised Amendment of Restrictive Covenants; it is hereby

RESOLVED, that the aforesaid restrictive covenants are amended and superseded, *in toto*, (effective April 21, 1988) to provide as follows:

RESTRICTIONS
CHOCTAW LAKE SUBDIVISION - MADISON COUNTY, OHIO

The Warranty Deed from Seller to Purchaser shall contain the following Restrictive covenants:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to township rezoning, and zoned as business or commercial areas on the plats by Choctaw Lake, Inc., it's successors or assigns. Choctaw Lake Property Owners Association, Inc. ("Association") is the successor or assign of Choctaw Lake, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tarpaper, roll brick siding of similar material on outside walls. No house trailers, tents, shacks, or similar structure shall be erected, moved to or placed upon said premises. All buildings must be completed within six months from the date the construction commences.
3. No residence shall have less than 1200 square feet of living space on the ground floor, or first floor, exclusive of porch area. All foundation and structural plans for any building or structure are subject to the approval of Choctaw Lake, Inc. or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet from any road right-of-way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Choctaw Lake, except as shown on recorded plats.

Owners shall strictly comply with the building code promulgated by the Association; however, neither the Association, it's trustees, the building code committee, nor any member thereof, or their respective heirs, representatives, successors or assigns shall be liable to any person or entity by reason of mistakes in judgment, negligence, malfeasance, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or any other exercise or non exercise of the provisions of the building code.

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4. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into Choctaw Lake. Each dwelling shall have an individual sanitary unit where, in the opinion of the Madison County Health Department, the ground percolation is inadequate for, or the ground contour is not compatible with, proper operation of a conventional sanitary unit (septic tank and leaching bed) or where a conventional unit has been installed and thereafter becomes, in the determination of said Health Department, inadequate, the owner of said lot shall install an aerobic type of sewage treatment plant, or any other type of plant, approved by said Health Department.

In the event an aerobic type of sewage treatment plant is installed, The Choctaw Lake Property Owners Association, Inc. shall provide for periodic inspection and tests as required by said Health Department and cause the results of said inspections and tests to be immediately reported to said Health Department. Said purchaser, after seven days written notice from the said Health Department, hereby agrees that in the event of a malfunction of his sanitary unit, the water supply to his lot shall be turned off and remain off until said sanitary unit is properly functioning.

In any event, all sanitary units must conform with recommendations of the said Madison County Health Department and Choctaw Lake, Inc., or its assigns. No drain field, or other disposal system shall be allowed nearer than 60 feet from the normal high water mark of Choctaw Lake. No individual water wells shall be allowed on any residential lot and each residence shall use the water supply, if any, from the Public Utility supplying water to the subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Choctaw Lake, Inc., or its successors or assigns.
6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Choctaw Lake, Inc., its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Choctaw Lake Property Owners Association, Inc.
7. Choctaw Lake, Inc., for itself, its successors and licensees reserves a ten (10) foot wide easement along all road right-of-way and five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate any guy wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, and other services for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Choctaw Lake, Inc., its successors and assigns, reserves seven-eighths of all mineral rights to the lands hereto. Except where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement except as shown on recorded plats.

Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Choctaw Lake, Inc. who for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. Choctaw Lake, Inc., its successors or assigns, reserves an easement on, over or under all road rights-of-way for the purpose of installing, operating, and maintaining above-mentioned utilities and drainage. The owners of said property shall have no cause of action against Choctaw Lake, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of intentional, wanton and willful misconduct by reason of any damages caused said property in installing, operating, removing or maintaining above -mentioned installations.

8. Each owner shall be subject to annual dues and assessments, together with interest, penalties and other charges, from time to time promulgated by the Association for the maintenance, upkeep and improvement of the various common areas reserved for the use of property owners, irrespective of whether the privileges of using said areas are exercised or not. If the dues and assessments, together with interest, penalties and other charges, are not paid by the due date, said delinquent charges shall become an automatic and continuing lien upon the real property of the owner and shall bind such property in the hands of the then owner, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such charges, however, shall remain his personal obligation regardless of whether he remains the owner of said property. The Association may bring an action at law against the owner personally obligated to pay the sum or to foreclose the lien against the property. There shall be added to said delinquent dues and assessments, interest, penalties and other charges, all costs of collection, including court costs and legal fees incurred by the Association, and any judgment shall include the aforesaid charges, court costs and legal fees.

The lien in favor of the Association for delinquent dues and assessments, together with interest, penalties and other charges, shall be subordinate to the first mortgage lien now or hereafter placed upon the properties, as well as the lien in favor of Choctaw Utilities, Inc. for water service, and the lien for real estate taxes, but shall be superior to all other liens on the property.

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Owners further agree that the use of any of the common areas shall be subject to approval of owner for membership in the Association, as herein provided, and agrees to comply with all rules and regulations from time to time promulgated by said Association. Owners further agree that the charges as herein set forth, shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any property in said subdivision, the grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed or otherwise, be held and covenanted and agreed as aforesaid to pay the Association, its successors or assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof. Owners further agree he will not sell, assign or convey to any person, or persons, not approved for membership in the Association, and all persons owning lots in said subdivision shall be a member of said Association.

9. The purchaser agrees that as a consideration of sale, and as a condition prior to the installation of water mains adjacent to the lot as herein described on the map of Choctaw Lake, Inc., which said mains are to be located by Choctaw Lake, Inc., hereinafter referred to as the seller, or its assigns, that the undersigned purchaser (s) jointly and severally promise to pay the seller or order, a minimum of Four Dollars (\$4.00) per month, payable annually on the first day of April each year so long as water is available for use. The payments are to be computed on the basis of beginning with whichever month immediately follows availability of water service to said purchaser, whether or not an actual connection is made by the purchaser to the mains. The seller, or its assigns, upon receiving a written request from purchaser, and payment of a taping fee, will install a water connection from the main to the purchaser=s lot line. These charges are subject to change by the Public Utilities Commission of Ohio.

It is understood and agreed that the above-mentioned consideration, if unpaid, shall constitute a lien on or against said lot, tract or parcel of land, which lien shall be equal to and shall participate jointly with other first liens for construction purposes hereafter placed on said land, but inferior to those imposed for governmental purposes.

Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the office of the Recorder of Madison County, Ohio, and are hereby incorporated in and expressly made part of this agreement by reference.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Purchasers, their heirs, executors, successors, administrators, and assigns, and if said owners, their heirs, executors, administrators, successors, or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent either him or them from so doing, or to recover damages for such violation.

All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1997, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed, altered or amended as set forth below. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing.

Provided, however, that no changes shall be made, which might violate the purpose set forth in restriction No. 1. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect.

The aforesaid amendments shall be binding on all present and future property owners holding or acquiring title to any of the lots in the Choctaw Lake subdivision, subject to the original restrictive covenants, regardless of whether or not such owners are members in good standing with the Choctaw Lake Property Owners Association, Inc.

IN WITNESS WHEREOF, the following officers of the Choctaw Lake Property Owners Association, Inc., certify that the aforesaid amendments are true, complete, accurate and correct copies of the amendments approved by at least two-thirds of the lot owners in writing, that at least two-thirds of the lot owners voted affirmatively for the amendments in writing, and that they are authorized to execute and file of record the aforesaid (amendments on behalf of the) Choctaw Lake Property Owners Association, Inc.

Witnesses:

Linda M. Hammond

Donald W. Gregory

Choctaw Lake Property Owners Association

By: Richard D. Hammond
Richard Hammond

By: Peter C. Tobin
Peter Tobin

STATE OF OHIO :
COUNTY OF Madison : SS

Be it remembered that on the 19 day of May, 1988, before me, a Notary Public in said county, personally appeared Richard Hammond and Peter Tobin, President and Trustee/Co. Chairman, respectively of the Choctaw Lake Property Owners Association, Inc., who acknowledged that they signed this instrument on behalf of said corporation, and that they were duly authorized to do so.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my seal on the day and year last aforesaid.

Donald W. Gregory
Notary Public

DONALD W. GREGORY, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

This Instrument Was Prepared By:

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