



Lake Lorelei Property Owners Association, Inc.

Deed Restrictions / Covenants

Notice to all Current and Future LLPOA Members and Property Owners

In addition to this Code of Regulations, the Association also is governed by its Articles of Incorporation (on file with Ohio Secretary of State) and The Code of Regulations (on file at the Brown County, Ohio Recorder's Office).

The Association also has Rules that change from time to time by the affirmative vote of the majority vote of a quorum of Trustees. The Association's Rules, as amended from time to time, are available at the Association office and on the community website.

The Association's Articles of Incorporation, these Deed Restrictions, Code of Regulations, and the Association's Rules are collectively referred to as the Association's "Governing Documents".

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LAKE LORELEI PROPERTY OWNERS ASSOCIATION, INC.

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COVENANT/RESTRICTION # 1 RESIDENTIAL/COMMERCIAL ESTABLISHED AREAS

No lot(s) in the Lake Lorelei subdivision of Brown County may be used for other than residential purposes except those lots already designated for recreational purposes as shown on the plat maps on file. This exception will also include lots 48 and 49 which encompass the Fisherman's Wharf and the Maintenance Building, lot 586 which encompasses the Small Beach Facilities, and lots 1002, 1003 and 1004, which encompass the Water Tower. No other business or commercial area shall be established without the expressed approval of the Lake Lorelei Property Owners Association, Inc.

LAKE LORELEI – COVENANT/RESTRICTION # 2 BUILDING CODE

Not more than one single dwelling house may be erected or constructed on any one lot. No multiple dwellings shall be erected on one, two or more abutting lots. There may be no more than two detached, closed structures situated on a residential unit of property. The combined size of all detached, closed structures will not exceed 1200 sq. ft. in closed area. Gazebos and like structures that are not closed will not be included in this limitation provided they are tasteful and properly placed as determined by the Architectural Committee. All detached structure(s) will be placed no closer to the front property (line) than the front of the dwelling. The front property (line) is defined as the normal waterline for lake front properties and the road right of way for properties not on the lake.

GARAGES: A detached garage will be a one story structure with a pitched roof. It will not exceed 1000 sq. ft. in area. The structure will be a quality construction that complements the architectural style of the residence and will be compatible with the overall lake community as judged by the Architectural Committee. It shall have a concrete floor with a minimum of 3 ½ inches of thickness. No permanent living space will be permitted in the garage. The total height of the garage structure will not exceed that of the dwelling.

STORAGE SHED: A storage shed will not exceed 300 sq. ft. in total closed area. The side walls may be no higher than 8 feet in height measured from the floor to the top of the wall plate. Note: The combined size of the storage shed and garage must not exceed 1200 sq. ft.

A residence, garage or storage building to be attached, must have a common wall. A garage or a storage building may be erected at the same time as the erection of a dwelling, provided it is erected for the sole purpose of housing building materials for the construction of the dwelling.

No accessory or temporary building shall be used or occupied as living quarters. No structure shall have paper, roll brick siding or similar material on the outside walls. No house trailer, mobile home, camper, van, tent shack or similar structures shall be erected, moved or placed upon said

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premises on a permanent or semi-permanent basis. A camper, van, motor home, or house trailer may be stored on said premises, provided a dwelling has been erected or is in the process of being erected, but said house trailer, van, motor home or camper may not be attached to either the water supply or septic system for the purpose of using the house trailer, van, motor home or camper for a dwelling. All building exteriors shall be completed within six (6) months from the date of the actual start of construction.

LAKE LORELEI – COVENANT/RESTRICTION # 2 A BUILDING CODE

All homes constructed shall be custom-built homes, constructed on site, of the type of construction commonly referred to as “stick-built” construction. This specifically excludes any form of housing delivered in largely pre-assembled condition, whether identified by the manufacturer or seller as a trailer house, manufactured unit, mobile home, manufactured mobile home, double-wide or any other term, and regardless of whether the alternative construction is titled as a motor vehicle or a house and regardless of whether the alternative construction is taxed as real estate or personal property, with one exception: that being an **industrialized unit** (modular home).

Plans submitted for approval of an **industrialized unit** (modular home) will only be considered if authorized by the Ohio Board of Building Standards as listed in the Ohio Basic Code (ABC) under Chapter 4101.2-98 and 4104.2-99 latest revision. All plans submitted for approval must have the seal of the State of Ohio on them. All **industrialized units** must have the approval of the State of Ohio on them before entrance into the Lake Lorelei subdivision is permitted.

Plans being submitted for approval must contain the following information:

- Identification of person submitting plans.
- Identification of the industrialized unit by name, mark or number to be used by the manufacturer. If more than one (1) industrial unit design is proposed for use as a building system, then each must be so identified.
- Floor plans, drawings showing exterior elevation, cross sections, general review of the structural system, photographs or pictorial presentations showing the general overall concept must be legible, dimensioned and drawn to scale of at least one-eighth (1/8) inch per foot.

LAKE LORELEI COVENANT/RESTRICTION # 3 BUILDING CODE

The primary dwelling will be restricted in size to at least 1600 sq. ft. of living area excluding basement. The living area must have a projected footprint of at least 1200 sq. ft. The garage area is not included in the living area requirements. All foundations and structural plans for any

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dwelling, garage, out building or other structure of any type or size, must be reviewed for a building permit, issued by the Lake Lorelei Property Owners Association, Inc. prior to the start of construction. Current structures may be modified without the necessity of meeting the total size requirements.

No building, porch, garage, or the projection of any structure shall extend nearer than thirty (30) feet to any road right of way, nor nearer than ten (10) feet to the property line of any abutting property, nor within fifty (50) feet from the normal waterline of any lake, as shown on recorded plats.

LAKE LORELEI COVENANT/RESTRICTION # 4 SANITARY SYSTEM

No outside toilet or toilet facility shall be allowed on any lot(s) except that one shall be allowed on tract # 1 and one on lot # 1053 to be used as public facilities until such time as sanitary sewage systems are available. No untreated waste shall be allowed to flow from any lot in any manner such that it will enter any of the lakes in Lake Lorelei subdivision. Each dwelling and/or each building occupied as a home or place of occupation or used as a gathering place for recreations, entertainment, or social events, shall have sanitary facilities which shall have been approved by the Brown County Health Department and/or the Environmental Protection Agency and shall conform to the requirements of the Lake Lorelei Property Owners Association, Inc.

No part of any system shall be located nearer than sixty (60) feet from the normal high water line of any lake as shown on the recorded plat maps.

No individual water wall shall be allowed on any individual lot and each resident shall use the water supply, if any, from the public utility supplying water to the subdivision.

LAKE LORELEI COVENANT/RESTRICTION # 5 OFFENSIVE ACTIVITY

No noxious or offensive trade or activity shall be permitted on any one or group of lots, 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(s) without the written permission of the Lake Lorelei Property Owners Association, Inc. All lots shall be so maintained as to not become a nuisance or hazard to other property.

LAKE LORELEI COVENANT/RESTRICTION # 6 BUILDING CODE

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

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LAKE LORELEI COVENANT/RESTRICTION # 7 EASEMENTS

Lake Lorelei, Inc. for itself, its successors and licensees reserves a ten (10) foot wide easement along all road rights of way and a five (5) foot 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 wires, braces and anchors wherever necessary for said installation, operations or maintenance together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above.

Exceptions:

Where an owner of two or more adjoining lots constructs a building, which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on record plats.

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

LAKE LORELEI COVENANT/RESTRICTION # 8 ABIDE BY RULES AND REGULATIONS

As a condition for the ownership/purchase of property within the confines of the Lake Lorelei subdivision of Brown County, Ohio, the owner/purchaser and his/her family, heirs, executors, and/or assigns, agrees to be a member of the Lake Lorelei Property Owners Association, Inc. The owner/ purchaser further agrees to abide by the rules and regulations of the Association. The owner/purchaser further agrees to pay an annual membership dues charge, service fee, and assessments charge as approved by the majority vote of the members voting on a change. The owner/purchaser further agrees that the use of any or all of the recreational areas, as designated on the plat maps on file in the Recorder's Office of Brown County, shall be subject to the rules and regulations of the Association. The owner/purchaser further agrees that the annual membership dues, service fee, and assessments shall constitute a debt, which may be collected in any court of competent jurisdiction or otherwise. The annual membership dues, service fee,

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and assessments are to be used for the maintenance, operation, upkeep and improvement of the Lake Lorelei subdivision of Brown County for the mutual benefit of all the property owners thereof.

Each owner shall be subject to annual dues, service fee, 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, service fee, 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, and the association is empowered, through its duly authorized agent, to file a written memorandum of said lien in the Brown County Recorder's Office as evidence and constructive notice of said lien. 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 same or to foreclose the lien against the property. There shall be added to said delinquent dues, service fees, and assessments, interest, penalties, and other charges, all costs of collections, including court costs and legal fees incurred by the Association, and any judgment shall include the aforesaid charges, court costs, and legal fees.

As part of the consideration herein, each owner/purchaser for themselves, their heirs, executors or assigns, agrees that they will not sell, assign or convey their property to any person or persons not approved for membership in the Association. All persons owning property in said subdivision shall be members of said Association.

LAKE LORELEI COVENANT/RESTRICTION # 9 PURCHASE OF WATER COMPANY BY LLPOA

(This Covenant/Restriction was repealed)

LAKE LORELEI COVENANT/RESTRICTION # 10 COVENANTS RUNNING WITH THE LAND

These restrictions shall be considered as covenants, running with the land and shall bind the grantees, their heirs, executors, administrators and assigns, and if said grantees, their heirs, executors, administrators 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 land in the subdivision to prosecute any proceeding at law or in equity against the person or persons for violating or attempting to violate any such covenants or restrictions, either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants, or agreements set forth in paragraphs 7, 8, 9, and 10 shall continue in perpetuity.

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All other restrictions, conditions, covenants or agreements contained herein, shall remain in effect until changed, altered, amended or revoked in whole or in part by the owners of lots within the boundaries of the Lake Lorelei Resort subdivision whenever a majority of said property owners voting approve. All votes to be in writing.