

Declaration of Protective Covenants and Easements
Flat of Waterford East 2nd Addition (Wynstone)

ARTICLE 1
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half stories in height not including any walk-out story; one accessory building, not to exceed 1,000 square feet in area; and one gazebo. The accessory building may be in addition to an attached garage. An unattached garage will be considered as the one allowed accessory building. No accessory building shall be constructed on a lot before the construction of the house on the lot is commenced. The construction of any home or accessory building shall be completely finished on the exterior within six (6) months from and after the date construction commences. The accessory building shall be constructed of the same exterior materials and style of the main structure. The exterior colors of the main structure and the accessory building shall be identical. No earth homes, log homes, dome homes, foam homes or other uncommon type houses will be allowed. Only colors approved by the Architectural Control Committee will be allowed on exterior surfaces. The Architectural Control Committee can apply any standard they wish to approve or disapprove colors. Colors may not be changed without the approval of the Architectural Control Committee. The gazebo must be constructed as an integral part of the landscaping and shall blend with the environment.

ARTICLE 2
ARCHITECTURAL CONTROL

No building, fence or wall shall be erected, placed, or altered on any lot until the plans and specifications and a plan showing the location of the structure, fence or wall, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph B of article 13 hereof.

ARTICLE 3
DWELLING SIZE

A. A one-story dwelling with basement shall be a minimum floor area of 1,700 square feet, exclusive of basement area.

B. A two-story or two and one-half story dwelling shall have a minimum floor area of 2,000 square feet exclusive of basement area.

C. A split-foyer dwelling shall have a minimum floor area of 1,700 square feet on the main floor.

The above minimum square footage is computed on the main structure, exclusive of porches and garages.

ARTICLE 4 BUILDING LOCATION

A. No building shall be located nearer than 50 feet to the front lot line, nor nearer than 50 feet to any side street line, nor nearer than 20 feet to an interior lot line, nor nearer than 50 feet to any rear lot line, nor nearer than 150 feet to the monumented center line of County Road 70 or the inlace center line of County Road 71.

B. For the purpose of this covenant, eaves, decks, and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of eaves, decks or steps on a lot to encroach upon another lot.

ARTICLE 5 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, no drainage easement areas except as many be specifically approved by Washington County and West Lakeland Township. Prohibited structures shall include, with limitations, fences, boat docks, animal shelters, tree houses, storage sheds, observation platforms, and the like. The objective is to maintain the drainage areas in a natural state to the extent feasible and practical. Use of said drainage areas shall be as authorized and regulated by Washington County and West Lakeland Township. This shall include water level controls, recreational use, and preservation and protection of shore land. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE 6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motor bikes or cycles, snowmobiles or noisy vehicles shall be operated on said lots than to bring them to the point of storage.

ARTICLE 7 TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, motor homes, tents, shack, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE 8 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE 9 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats, or other domestic household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. No more than three household pets, over four months of age, may be kept at one time.

ARTICLE 10 GARBAGE AND REFUSE DISPOSAL

A. No part of the individual lots or boulevards shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment.

B. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage of disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE 11 SOIL CONTROL

Except as approved by the Architectural Control Committee, no sod, soil or gravel shall be sold or removed from the premises in this subdivision and all soil or gravel available from any excavation for the construction or alteration of a residence or any appurtenance on any lot and by whomsoever owned shall be hauled and disposed of at the discretion of the Architectural Control Committee.

ARTICLE 12 VEGETATIVE CUTTING

No clear cutting of any trees will be allowed on any lot except to clear for a house, accessory building or driveway construction. This restriction applies only to trees in excess of six inches in diameter as measured at breast height above the ground. Diseased trees of any size may be removed. All other selective cutting must be approved, in writing, by the Architectural Control Committee.

ARTICLE 13 ARCHITECTURAL CONTROL COMMITTEE

A. Until Waterford East Partnership has sold all of the lots it owns, either by deed or Contract for Deed, Waterford East Partnership or its designee shall be the Architectural Control Committee. At such time as Waterford East Partnership has sold all of the lots in its ownership, then the Architectural Control Committee shall be composed of three members to be appointed by the owners of said lots. In the event said lots are owned by more than one person or persons, the said appointment shall be made by majority of those present at a special meeting of the owners of said lots held at a reasonably convenient time and place no less than ten (10) days after written notice of such meeting and its purpose is delivered to said owners or mailed to said owners at their last known address. In making any such appointment, each owner shall have one vote for each lot owned by him. The more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

In the event of the death or resignation of a member of this committee, the remaining members shall have full authority to designate a successor; provided however, if as a result of death or resignation there shall be no remaining member of said committee, then and in case all three (3) vacancies shall be filled by appointment by the owners of said lots as hereinbefore provided for the initial appointment of committee members.

Neither the members of the committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

B. The committee's approval or disapproval as required in these covenants shall be in writing, and in the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE 14 NON-DISCRIMINATION

No owner of any lot in Waterford East 2nd Addition shall refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property owned by him on said lot to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the property covered by this declaration relating to race, color, religion, sex or national origin which is inconsistent with this article is recognized as being illegal and void and is specifically disclaimed.

ARTICLE 15 HOMEOWNERS ASSOCIATION AND EASEMENT AREA

A. Every person who purchases a lot in the plat of Waterford East 2nd Addition and every person who purchases a lot in any Additional Property which is added pursuant to the section captioned Additional Property Subject to this Declaration, shall be deemed a member of The Wynstone Owners Association, Inc., a corporation formed by Declarant (hereinafter "Corporation"). In the event more than one person shall own a lot, they jointly shall constitute one member and shall inform the secretary of said corporation of the name and address of the person who has authority to vote at any meeting of the members of the corporation for them. In the event one person owns more than one lot, he shall have a membership for each lot owned.

B. Declarant shall grant an easement to the corporation for the purpose of maintaining the entrance monument and surrounding area on Lot 1, Block 1, Waterford East 2nd Addition. In addition, Declarant intends to have street lighting installed by Northern States Power Company on the interior streets within the plat of Waterford East 2nd Addition.

C. At such time as the corporation is formed, it shall take over the operation and maintenance of the entrance monument and street lighting system. It shall be the duty of every owner to pay his proportionate share of the expenses incurred or anticipated by the corporation for the said operation, maintenance and improvement of the entrance monument and street lighting. The corporation shall bill each owner for his proportionate share of the expenses incurred or anticipated in such fashion as it shall deem advisable from time to time. Any unpaid expenses shall become a lien against the property owner by the party failing to pay his proportionate share of expenses.

ARTICLE 16 ENFORCEMENT

The provisions contained herein and those contained in the Covenants of the Additional Property which is added pursuant to the section captioned Additional Property Subject to this Declaration, may be enforced against violation by The Wynstone Owners Association, Inc., or by any aggrieved owner of record of fee title to any part of the premises or a share therein by injunctions, action for damages or other appropriate legal or equitable remedy. It shall be the duty of every owner to pay his proportionate share of any expenses incurred by the corporation in the enforcement of these covenants, including attorney's fees and court costs. The corporation shall bill each owner for his proportionate share of any such expenses incurred or anticipated in the enforcement of these covenants in such fashion as it shall deem advisable from time to time.

ARTICLE 17 TERM

These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE 18 REVISIONS, MODIFICATIONS AND AUGMENTATION

Any of the protective covenants and restrictions herein contained may be revised, modified or augmented by the affirmative vote of a two-thirds majority of all the owners of said lots at a special meeting and its purpose is delivered to said owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statement of the protective covenants or restrictions proposed for revision, modification or augmentation the proposed revisions, modification or augmentation thereof. Each owner shall have one vote for each lot owned by him. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In lieu of casting a vote at such meeting, any owner of any said lots may indicate his approval or any such proposed revision or modification by submitting written approval thereof to the person or persons proposing the revisions or modification or their representative prior to said meeting.

ARTICLE 19 DEFINITIONS

"Owner" as used in this declaration shall mean and refer to the record owner, whether one or more persons or entities of any of said lots but notwithstanding any applicable theory or mortgage, shall not mean or refer to the mortgage unless and until such mortgage shall acquire title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE 20 SEVERABILITY

Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force.

ARTICLE 21 ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Owners of additional real property, hereinafter referred to as "Additional Property", consisting of any platted property in Section 33, and the East One-Half of Section 32, all in Township 29 North, Range 20 West, may become members of the Wynstone Owners Association, Inc. if there is filed for record in the Office of the County Recorder or the Registrar of Titles, whichever is appropriate in connection with the real property described herein, a Supplementary Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as "Supplementary Declaration", which shall contain the same provisions as provided in Articles 1 through 20 herein, and further provide that every person who purchases a lot in the Additional Property shall be deemed a member of The Wynstone Owners Association, Inc., and subject to the provisions of its Articles of Incorporation and Bylaws. The Supplementary Declaration may contain such complementary additions and modifications of the covenants necessary or desirable to reflect the different character, if any, of the additional Property, but in no event shall any such Supplementary Declaration revoke, modify, or add to the covenants and restrictions established by this Declaration with respect to the real property described as Waterford East 2nd Addition. Such Supplementary Declaration may be made by the Declarant, its successors or assigns without the consent of the members of the Association provided, however, that such Supplementary Declaration is filed for record by the Declarant in the appropriate office within five years from the date of the filing for record of this Declaration.

RIGHTS AND OBLIGATIONS OF OWNERS OF ADDITIONAL PROPERTY

Upon the filing of any Supplementary Declaration, as above provided, the rights, powers and responsibilities of Declarant with respect to the Additional Property shall be the same as with respect to the property originally covered hereby and the rights, powers and responsibilities of Owners, lessees, and occupants of Living Units within the Additional Property, as well as within the property originally subject to this Declaration, shall be the same as if the Additional Property were originally covered by this Declaration. From and after the filing of such Supplementary Declaration, as above provided, all assessments levied pursuant to any provision of this Declaration shall commence as to all Lots in the Additional Property so annexed. Membership rights for such Lots in the Wynstone Owners Association, Inc., shall vest upon the filing for record of the Supplementary Declaration.

Dated and executed on October 5, 1992.

Waterford East Partnership

Consisting of Charles Cudd Co. and Emerson Land Company

Original owners mentioned in this are:

William and Sharon Rozzi

Timothy and Sunee Seroka

Edward and Ruth Davis

Angela and Theodore Wilkinson

FIRST AMENDMENT TO
DECLARATION OF
PROTECTIVE COVENANTS AND EASEMENTS
PLAT OF WATERFORD EAST 2ND ADDITION

MARCH 31, 1993

The undersigned, constituting all of the owners of lots in Waterford East 2nd Addition and Wynstone, as hereinafter set forth, hereby amend the Declaration of Protective Covenants and Easements of the Plat of Waterford East 2nd Addition dated October 5, 1992, and recorded October 20, 1992, as Document No. 714014 in the Office of the Washington County Recorder, and Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Lots 1 through 7, Block 1, and Lots 1 through 17, Block 2, Plat of Wynstone recorded January 6, 1993, as Document No. 723752 in the Office of the Washington County Recorder, by adding to Article 15, Homeowners Association and Easement Area in Document No. 714014, the following as subparagraph D:

“D. The corporation shall be solely responsible for the maintenance, repair, and replacement of the entrance monuments and easement areas on Lot 1, Block 1, Waterford East 2nd Addition, and Lots 1 and 17, Block 2, or Wynstone, and the street lighting on the interior streets of such plats. In addition, the corporation shall be solely responsible for all judgements, damages, actions, and causes of action, claims and demands of every kind and nature in law and in equity by reason of the maintenance, repair, or replacement of the said entrance monuments, easement areas and street lighting systems. Individual members of the corporation shall have no responsibility or liability with regard to these matters.”

The undersigned do hereby declare and impose this amendment to the protective covenants, restrictions and easements upon Waterford East 2nd Addition and Wynstone which are for the benefit of and appurtenant to said premises and each and every lot described and which shall run with said land and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Dated and executed March 31, 1993.

Signed by:

Jeffrey and Mary Sheeley
Charles Cudd
Paul Emerson
Terry Emerson
David and Carolyn Ylitalo
James and Dianne Stimson
Steven and Mary Jo Liesch
Michael and Kay Lynn

Young Don Joo and Pilau Kim Joo
William and Sharon Rozzi
Timothy and Sunee Seroka
Edward and Ruth Davis
Angela and Theodore Wilkinson