

Easement

Page Two (2)

who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Columbus, Ohio, this 4th day of January, 1967.

Hugh D. Wait
 Hugh D. Wait, Attorney at Law
 Lifetime Notary Public, State of Ohio

SEAL

This instrument prepared by:

Hugh D. Wait, Attorney at Law
 50 W. Broad Street
 Columbus, Ohio 43215

RECEIVED FOR RECORD

..... August 7 1967
 At..... 11:45 o'clock A. M.
 Recorded .. August 7 1967
 In record of Deeds
 Vol..... 222 Page 1007
 Don D. Herry
By M. Little WILLIAMS COUNTY RECORDER
Fee 2.00

Box 151
Montpelier, Ohio

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that LAKE SENECA, INC. and LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC., Ohio corporations, in consideration of public services, do hereby give and remise to the persons named below, the right, easement and license to enter upon the interior roads, as shown by the plats of Lake Seneca Subdivision (in Bridgewater Township, Williams County, Ohio), now on file in the office of the County Recorder of Williams County, Ohio, for the following purposes:

Police officers, to protect persons and property, and for related police business;

Firemen, to protect persons and property, and for related fire business;

School District personnel, to transport students to and from schools;

United States Post Office personnel, to deliver mail, and for related mail business; and

Other persons, including agents and employees, who are acting for and assisting such police officers, firemen, mail personnel, and school personnel for such purposes.

Except as aforesaid, all said interior roads shall remain, and be, private.

WITNESS THE SIGNATURE OF LAKE SENECA, INC. and LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC., this 11th day of September, 1967.

LAKE SENECA, INC.

BY: James M. Deane Jr.

BY: Calvin R. Mangrum

LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.

BY: Franklin E. Hays

BY: George S. Carroll

SIGNED IN THE PRESENCE OF:

STATE OF OHIO,
WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the above named Lake Seneca, Inc., by

Thomas M. Boone, Jr., its Vice President, and by Calvin R. Mangrum, its Assistant Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers; also personally appeared the above named Lake Seneca Property Owners Association, Inc., by George Carroll, its President, and by Randolph E. Holt, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Montpelier, Ohio this 11th day of September, 1967.

Kay Donaldson
Notary Public

This instrument prepared by John B. Dwyer, attorney at law,
Bryan, Ohio

SEAL

KAY DONALDSON
Notary Public, Williams Co., Ohio
My Commission Expires 3-11-71.

RECEIVED FOR RECORD

.....Sept. 14..... 1967
At.....1:15..... o'clock P. M.
Recorded.....Sept. 14..... 1967
In record of.....Deeds.....

Vol..... Page.....
John B. Dwyer
Notary Public
Williams County Recorder
Feb-2 1968

X

STATE OF OHIO)
) SS:
WILLIAMS COUNTY)

AMENDED RIGHT OF WAY AGREEMENT
AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Lake Seneca, Inc., an Ohio corporation, Montpelier, Ohio, its successors and assigns, hereinafter called GRANTOR, for the consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto SENECA UTILITIES, INC., an Ohio corporation, Montpelier, Ohio, its successors and assigns, the GRANTEE herein, subject to the limitations and reservations hereinafter stated, a permanent and perpetual right of way and easement and other rights, on, over and under all road rights of way and a ten foot (10') wide lot easement along all road rights of way, and a five foot (5') wide easement along the side and rear lines of each and every lot situated in Lake Seneca Subdivision, Williams County, Ohio, for the purpose of installing, operating and maintaining water utility lines and water mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain water mains for the convenience of the property owners; also the rights of ingress and egress to such areas for any of the purposes above mentioned. Also the right of access to and use of water from lake in such manner as GRANTEE in its reasonable discretion shall deem necessary for the purpose of supplying water to land and property owners and including an emergency or failure of wells or water sources; also the right of way and easement to install, construct, reconstruct, operate, maintain, supplement and remove at any time or times hereafter water lines under said lake and access thereto.

EXCEPTIONS:

(1) 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 foot (5') easement unless it is shown on plats of Lake Seneca Subdivision;

Received for Record *Nov. 13 1967*

Recorded *Nov. 13 1967*

Fee \$4.00, *David D. Geesey*

Williams County Recorder

mail Lake Seneca Box 151

222 PAGE 639

for Assignment See OR 194, P 562, Factory & Meade, Jeff M. Meade

Amended Right of Way
Agreement and Easement

Page Two (2)

(2) No easement shall exist on that portion of any waterfront lot running along or abutting Lake Seneca unless shown on said recorded plats. It is agreed that the owners of said lots shall have no cause of action against Lake Seneca, Inc. and Seneca Utilities, Inc., their 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 above mentioned water utility system.

The use of such easements and rights of way are subject to the following: a) said water mains and lines shall be laid and buried in such manner that they will not interfere with the use of the subdivision; and b) all areas disturbed for these purposes, including road beds and surfaces, shall be restored to substantially their original condition.

GRANTOR further assigns and grants to GRANTEE those rights and privileges and ownership as heretofore reserved by GRANTOR and set forth in "Restrictive Covenants Governing Water Service for Lake Seneca", dated October 4, 1966, received for record October 7, 1966, and recorded in Deed Volume No. 8, pages 65 and 66, Recorder's Office, Williams County, Ohio, to which reference is hereby made and incorporated herein by reference.

Said water system, rights of way, easements, and ownership are further described as shown on Maps and Plat filed of record in Recorder's Office, Williams County, Ohio, all of which are incorporated herein by reference. This contract covers the entire Lake Seneca Subdivision.

Thereis also conveyed and assigned by this instrument any and all additional writings and easements heretofore reserved by GRANTOR for the benefit of the entire water system and all as shown in warranty deeds and purchase contracts heretofore executed by and between GRANTOR and the various lot owners.

It is further understood and agreed that this writing shall extend and apply to and incorporate herein all rights and ownership as to water system, water service and water rights and water agreements that come into being in this entire Lake Seneca Subdivision, Williams County, Ohio not included in the above, and also those coming into being and existence after the

W OFFICES
TOUFFER,
PERS, WAIT
ASHBROOK
ST BROAD STREET
MBUS 13, OHIO

effective date of this agreement itself, and each and all are hereby incorporated herein by reference for all purposes and arising out of subsequent sales of lots and tracts.

GRANTEE shall not be liable for any damage done by it or by any of its contractors or agents, excepting in case of negligence of GRANTEE, its contractors or agents, to any property of GRANTOR (except fences across said easements) situated within, upon, over, under and across said easements, it being the intention of the parties that the consideration herein set forth shall include all damages present and prospective which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said water pipe line in a proper and legal manner and in accordance with the rights and privileges herein granted to GRANTEE.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described easements, rights of way and rights unto the said GRANTEE until the same shall have been completely abandoned and surrendered or have terminated under the terms of this Grant and GRANTOR hereby agrees to warrant and forever defend all and singular the said premises unto GRANTEE against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is understood and agreed between GRANTOR and GRANTEE, by the acceptance hereof, that other utilities and services may use concurrently said easement and rights of way, and that GRANTEE herein, its successors and assigns, receives an exclusive water utility system, rights of way, easements and ownership.

This agreement shall inure to the benefit of and be binding upon the GRANTOR and GRANTEE; their successors and assigns.

INSTRUMENT
PREPARED BY

LAW OFFICES
STOUFFER,
MYERS, WAIT
ASHBROOK
WEST BROAD STREET
COLUMBUS 15, OHIO

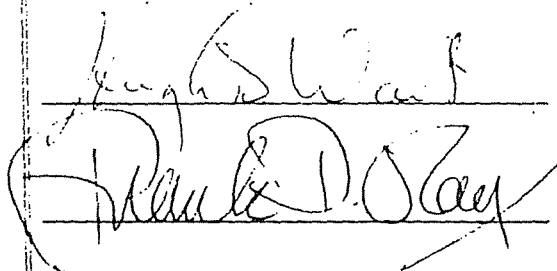
Right of Way Agreement

Page Four (4)

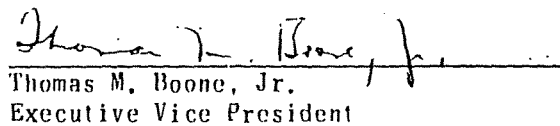
IN WITNESS WHEREOF, Lake Seneca, Inc. has caused this conveyance to be executed upon its behalf by its Executive Vice President and its Assistant Secretary, they being therefore duly authorized so to do, this 10th day of November, 1967.

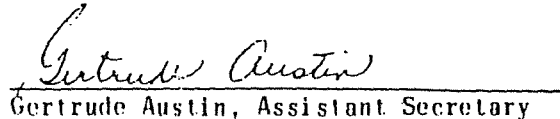
LAKE SENECA, INC.
An Ohio Corporation, Montpelier, Ohio

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:



Hugh D. Wait, Attorney at Law
Lifetime Notary Public, State of Ohio

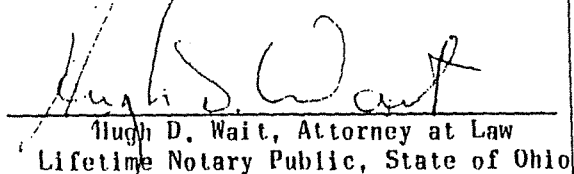

Thomas M. Boone, Jr.
Executive Vice President


Gertrude Austin, Assistant Secretary

Before me, a Notary Public in and for said County and State, personally appeared Thomas M. Boone, Jr., Executive Vice President and Gertrude Austin, Assistant Secretary, of Lake Seneca, Inc., an Ohio corporation, Montpelier, Ohio, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Executive Vice President and Assistant Secretary in behalf of said corporation and by authority of its Board of Directors, and that said instrument is their free act and deed individually and as such officers, and the free and corporate act and deed of Lake Seneca, Inc.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal Montpelier, Ohio, this 10th day of November, 1967.

SEAL


Hugh D. Wait, Attorney at Law
Lifetime Notary Public, State of Ohio

X
 yrb.
 v.
 v.

ASSIGNMENT OF ASSIGNOR'S RIGHTS UNDER EASEMENTS

Seneca Utilities, Inc., Assignor herein, an Ohio corporation, with principal offices located at 7326 Canton Road, N.W., Malvern, Ohio 44644, for valuable consideration paid, gives, grants and conveys to Aqua Ohio, Inc., Assignee herein, with its principal office at 6650 South Avenue, Boardman, Ohio 44512, all such right, title and interest as Seneca Utilities, Inc. has or ought to have as the named grantee under certain easements on real property located in Bridgewater Township, Williams County, Ohio, said easements being more particularly described on Exhibit "A", attached hereto and incorporated by reference herein.

Executed this 21st day of June, 2005.

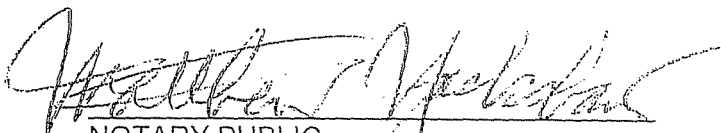
SENECA UTILITIES

By: [Signature]
 Its: Pres.

200500058779
 EISH BUTLER & THOMPSON LTD
 PICK UP

STATE OF OHIO)
 STARK)ss:
COUNTY OF WILLIAMS)

The foregoing instrument was executed and acknowledged before me the 31st day of June, 2005 by Seneca Utilities, Inc., an Ohio corporation, by TOM ROBERTSON, its PRESIDENT.


NOTARY PUBLIC

MATTHEW VACHSHAW, Attorney at Law
Notary Public, State of Ohio
My Commission has no exp. date
under Section 147.03 R.C.
Recorded in Stark County

SEAL

This Instrument Prepared by:

Alan D. Wenger, Esq.
Harrington, Hoppe & Mitchell, Ltd.
26 Market Street, Suite 1200
Youngstown, Ohio 44503
(330) 744-1111 • FAX (330) 744-2029

ASSIGNMENT OF ASSIGNOR'S RIGHTS UNDER EASEMENTS
EXHIBIT A

- 1) Easement from Lake Seneca, Inc. to Seneca Utilities, Inc., dated January 4, 1967, recorded at Williams County Volume 222 Page 1007
- 2) Amended Right of Way and Easement from Lake Seneca, Inc. to Seneca Utilities, Inc. dated November 10, 1967, recorded at Williams County Volume 223, Page 639
- 3) Utility Easements, reservations, and rights of way described in Plat Book 7, Pages 58-83, Plat Records of Williams County

Easement

Page Two (2)

who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Columbus, Ohio, this 4th day of January, 1967.

Hugh D. Wait
Hugh D. Wait, Attorney at Law
Lifetime Notary Public, State of Ohio

SEAL

This instrument prepared by:

Hugh D. Wait, Attorney at Law
50 W. Broad Street
Columbus, Ohio 43215

RECEIVED FOR RECORD

..... August 7 1967
At 11:45 o'clock A. M.
Recorded August 7 1967
In record of Deeds
Vol. 222 Page 1007
..... Don D. Henry
By M. Little WILLIAMS COUNTY RECORDER
Fee 2.00

Box 151
Montpelier, Ohio

103715 ✓✓

STATE OF OHIO)
) SS:
 WILLIAMS COUNTY)

AMENDED RIGHT OF WAY AGREEMENT
AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Lake Seneca, Inc., an Ohio corporation, Montpelier, Ohio, its successors and assigns, hereinafter called GRANTOR, for the consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto SENECA UTILITIES, INC., an Ohio corporation, Montpelier, Ohio, its successors and assigns, the GRANTEE herein, subject to the limitations and reservations hereinafter stated, a permanent and perpetual right of way and easement and other rights, on, over and under all road rights of way and a ten foot (10') wide lot easement along all road rights of way, and a five foot (5') wide easement along the side and rear lines of each and every lot situated in Lake Seneca Subdivision, Williams County, Ohio, for the purpose of installing, operating and maintaining water utility lines and water mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain water mains for the convenience of the property owners; also the rights of ingress and egress to such areas for any of the purposes above mentioned. Also the right of access to and use of water from lake in such manner as GRANTEE in its reasonable discretion shall deem necessary for the purpose of supplying water to land and property owners and including an emergency or failure of wells or water sources; also the right of way and easement to install, construct, reconstruct, operate, maintain, supplement and remove at any time or times hereafter water lines under said lake and access thereto.

EXCEPTIONS:

(1) 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 foot (5') easement unless it is shown on plats of Lake Seneca Subdivision;

Received for Record Nov. 13 1967 At 2:05 P.M.
Recorded Nov. 13 1967
Fee \$ 4.00 David D. Geesey In Record of Deeds
(per L.S.) Williams County Recorder
mail Lake Seneca
Box 151

Amended Right of Way
Agreement and Easement

Page Two (2)

(2) No easement shall exist on that portion of any waterfront lot running along or abutting Lake Seneca unless shown on said recorded plats. It is agreed that the owners of said lots shall have no cause of action against Lake Seneca, Inc. and Seneca Utilities, Inc., their 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 above mentioned water utility system.

The use of such easements and rights of way are subject to the following: a) said water mains and lines shall be laid and buried in such manner that they will not interfere with the use of the subdivision; and b) all areas disturbed for these purposes, including road beds and surfaces, shall be restored to substantially their original condition.

GRANTOR further assigns and grants to GRANTEE those rights and privileges and ownership as heretofore reserved by GRANTOR and set forth in "Restrictive Covenants Governing Water Service for Lake Seneca", dated October 4, 1966, received for record October 7, 1966, and recorded in Deed Volume No. 8, pages 65 and 66, Recorder's Office, Williams County, Ohio, to which reference is hereby made and incorporated herein by reference.

Said water system, rights of way, easements, and ownership are further described as shown on Maps and Plat filed of record in Recorder's Office, Williams County, Ohio, all of which are incorporated herein by reference. This contract covers the entire Lake Seneca Subdivision.

There is also conveyed and assigned by this instrument any and all additional writings and easements heretofore reserved by GRANTOR for the benefit of the entire water system and all as shown in warranty deeds and purchase contracts heretofore executed by and between GRANTOR and the various lot owners.

It is further understood and agreed that this writing shall extend and apply to and incorporate herein all rights and ownership as to water system, water service and water rights and water agreements that come into being in this entire Lake Seneca Subdivision, Williams County, Ohio not included in the above, and also those coming into being and existence after the

Amended Right of Way
Agreement and Easement

Page Three (3)

effective date of this agreement itself, and each and all are hereby incorporated herein by reference for all purposes and arising out of subsequent sales of lots and tracts.

GRANTEE shall not be liable for any damage done by it or by any of its contractors or agents, excepting in case of negligence of GRANTEE, its contractors or agents, to any property of GRANTOR (except fences across said easements) situated within, upon, over, under and across said easements, it being the intention of the parties that the consideration herein set forth shall include all damages present and prospective which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said water pipe line in a proper and legal manner and in accordance with the rights and privileges herein granted to GRANTEE.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described easements, rights of way and rights unto the said GRANTEE until the same shall have been completely abandoned and surrendered or have terminated under the terms of this Grant and GRANTOR hereby agrees to warrant and forever defend all and singular the said premises unto GRANTEE against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is understood and agreed between GRANTOR and GRANTEE, by the acceptance hereof, that other utilities and services may use concurrently said easement and rights of way, and that GRANTEE herein, its successors and assigns, receives an exclusive water utility system, rights of way, easements and ownership.

This agreement shall inure to the benefit of and be binding upon the GRANTOR and GRANTEE, their successors and assigns.

INSTRUMENT
MADE BY

OFFICES
UPPER,
IS, WAIT
18000
ROAD STREET
19 18, OHIO

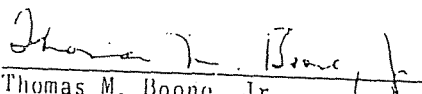
Right of Way Agreement

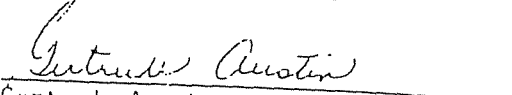
Page Four (4)

IN WITNESS WHEREOF, Lake Seneca, Inc. has caused this conveyance to be executed upon its behalf by its Executive Vice President and its Assistant Secretary, they being therefore duly authorized so to do, this 10th day of November, 1967.

LAKE SENECA, INC.
An Ohio Corporation, Montpelier, Ohio

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:

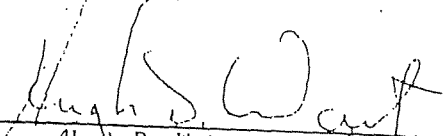

Thomas M. Boone, Jr.
Executive Vice President


Gertrude Austin, Assistant Secretary

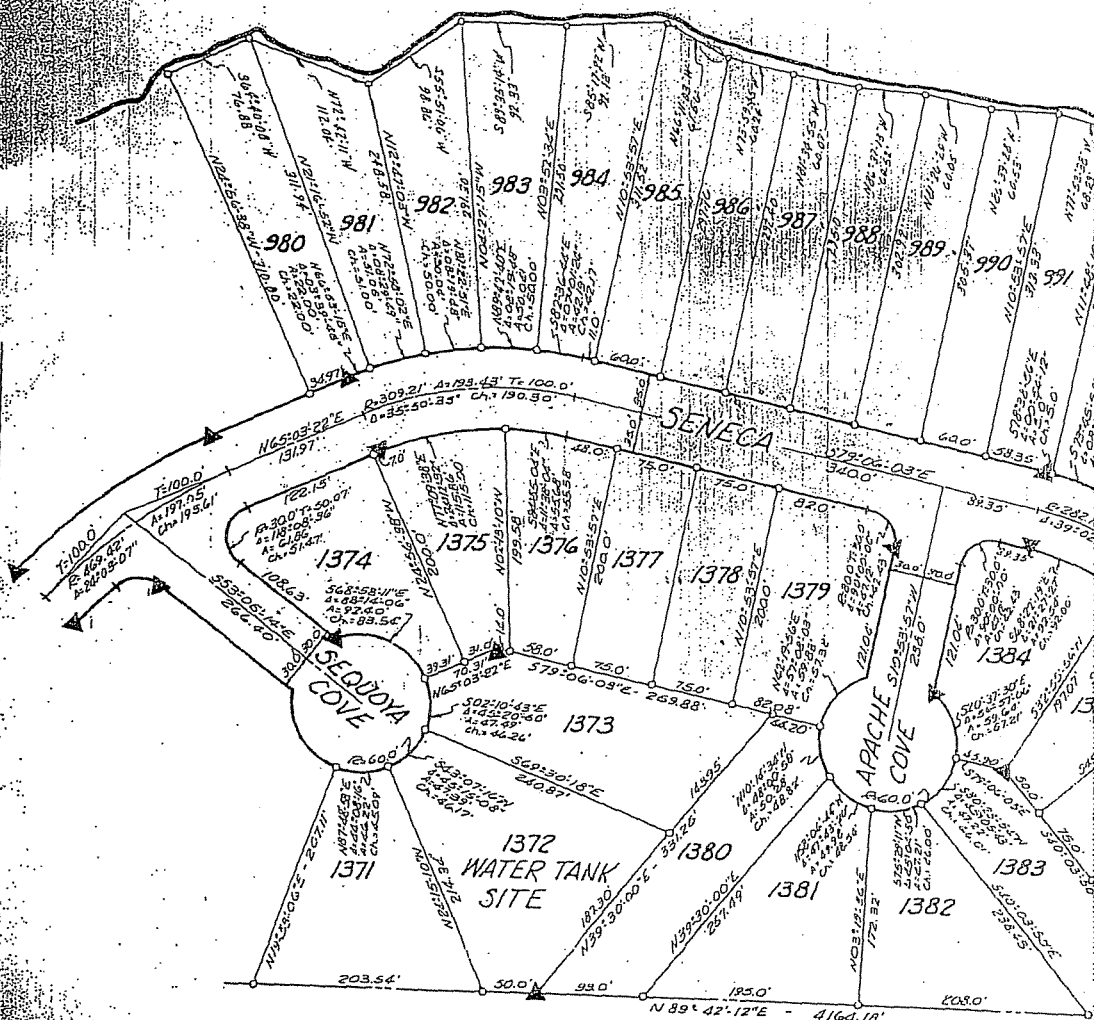
Before me, a Notary Public in and for said County and State, personally appeared Thomas M. Boone, Jr., Executive Vice President and Gertrude Austin, Assistant Secretary, of Lake Seneca, Inc., an Ohio corporation, Montpelier, Ohio, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Executive Vice President and Assistant Secretary in behalf of said corporation and by authority of its Board of Directors, and that said instrument is their free act and deed individually and as such officers, and the free and corporate act and deed of Lake Seneca, Inc.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal Montpelier, Ohio, this 10th day of November, 1967.

SEAL

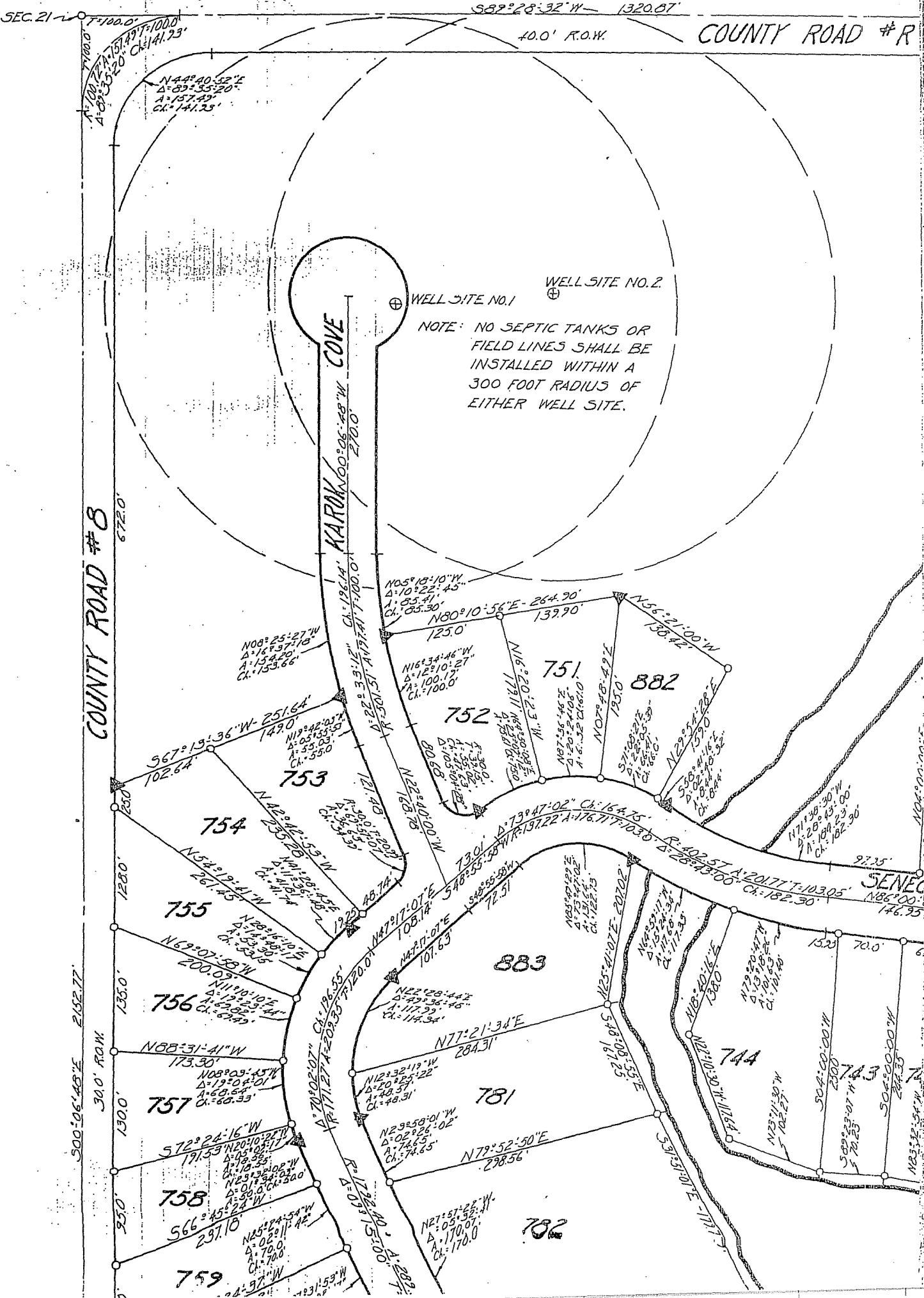

Hugh D. Wait, Attorney at Law
Lifetime Notary Public, State of Ohio

SEE MAP 7 - SHEET 2 OF 4



GERALD WATERSON

RICHARD E WILMA KURTZ



- (1) The captioned premises are subject to restrictions, as follows, which restrictions were filed for record on December 6, 1965, and are recorded in Plat Book 7, Page 58, of the Plat Records of Williams County, Ohio, appearing in the County Recorder's Office. These restrictions are as follows:

Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to municipal rezoning (if any), and zoned as business or commercial areas on the plats by Lake Seneca, Inc.

Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from date the construction commences.

No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area, all plans must include a closed foundation. All foundation and structural plans for any building or structure are subject to the approval of Lake Seneca, Inc. or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet from any road right of way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Seneca Lake, except as shown on recorded plats.

No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter Seneca Lake. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install an aerobic type of sewage treatment plant, or any other type of plant, approved by the Williams County Health Department. In the event an aerobic type of sewage treatment plant is installed, the Lake Seneca Property Owners Association, Inc., shall provide for periodic inspection and tests as required by said Health Department and cause the results of said inspections and tests to be immediately reported to said Health Department. All aerobic type systems shall be discharged into proper tile fields, subsurface sand filters, or leaching well, whichever is indicated by said Health Department. Said purchaser, after seven days written notice from said Health Department, hereby agrees that in the event of malfunction of his sanitary unit, the water supply to his lot shall be turned off and remain off until said sanitary unit is properly functioning. In any event, all sanitary units must conform with recommendation of the said Williams County Health Department and Lake Seneca, Inc., or its assigns. No drain field, or other disposal system shall be allowed nearer than sixty (60) feet from the normal high water mark of Seneca 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.

No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Seneca, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association in which event a proper charge for same will be levied.

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

Lake Seneca, Inc., for itself, its successors and licensees reserves a ten (10) foot wide easement along all road rights of way and five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, and other services for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Lake Seneca, Inc., its successors and assigns, reserves all mineral rights to the lands hereto. Except where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement except as shown on recorded plats. Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Seneca, Inc., who for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. Lake Seneca, Inc., its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Seneca, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining above-mentioned installations.

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

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

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

0. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, successors, administrators, and assigns, and if said owners, their heirs, executors, administrators, successors, or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1971. The same may 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.

(2) The Dedication of Lake Seneca Subdivision, as recorded in Plat Book 7, Page 58, of the Plat Records of Williams County, Ohio, on December 6, 1965, contains the following recitations and restrictions, to-wit:

1. We, the undersigned, owners of the land herein platted, do certify that there is no dedication of any interior roads, that said roads are designed for the special purpose of remaining private, and that restriction #8, as shown hereon and made a part of consideration of sale of any subdivided lot, provides funds to maintain said private roads.
 2. This Development Plan Cover Sheet with the set out Restrictions will follow with the balance of all lots subdivided. This Plan will have 7 maps, such maps will be submitted from time to time for recording, but all shall be considered as part of the whole, and the whole plan shall adhere to the said restrictions and nothing shall be retroactive. The submittal and approval of this Map #1 provides for approval of all subsequent maps, provided they adhere to the same general design as is herein shown, subject to any local zoning or platting as of this date and the exceptions thereto as previously mutually agreed to.
 3. Certain lots will be designated as Water Supply Lots, and other commercial areas necessary for the maintenance and enjoyment of the development, and will be distinguished from all other lots which are either recreational areas, lake access areas, or residential lots.
-

RESTRICTIVE COVENANTS GOVERNING WATER SERVICE FOR
LAKE SENECA SUBDIVISION

WHEREAS, LAKE SENECA, INC., an Ohio corporation, Montpelier, Ohio, sometimes referred to as "SELLER", is the owner of residential lots in Lake Seneca Subdivision, a subdivision located in Bridgewater Township, Williams County, Ohio, plats of which subdivision have been or will be hereafter recorded in the Office of the Recorder of Williams County, Ohio (Maps numbered 1, 2, 3, 4, 5, 6 and 7), which lots are presently being offered for sale to members of the public (hereinafter sometimes referred to as "PURCHASER(S)"), and,

WHEREAS, the Contracts of Sale and Water Service Agreements relative to said lots being entered into between the SELLER and the PURCHASERS, and the deeds for said lots being executed by the SELLER to the PURCHASER refer to restrictions recorded or to be recorded in the Office of the Recorder of Williams County, Ohio,

NOW, THEREFORE, SELLER does hereby impose the following restrictions and conditions with respect to the furnishing of water for lots in said subdivision:

(a) Four Dollars (\$4.00) per month, payable annually on the first day of April of each year. SELLER, its successors and assigns, at any time or times, without notice, may change its rules, method and time of billing and collection to Lake Seneca Lot and Tract Owners and PURCHASERS.

The payments are to be initially 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 mains.

(b) The SELLER, or its assigns, upon receiving a written request from PURCHASER and One Hundred Ninety-five Dollars (\$195.00) will install a water connection from the main to the PURCHASER'S lot line. Upon installation of water connection, in place of payment as described in Paragraph (a) above, the minimum monthly fee will be Four Dollars (\$4.00) per month, payable annually on the first day of April each year, so long as water is available for use. This water connection and monthly fee is subject to change on or after April 1, 1971 if request and payment has not theretofore been made for said service. All of these charges are subject to change by the Public Utilities Commission of Ohio. Said minimum monthly fee shall apply to any connection using a standard size pipe as usually installed by SELLER. Should PURCHASER desire a large size pipe, the fee shall be increased proportionately with the volume of water in proportion to the capacity of the increased pipe size. If more than one dwelling house is constructed, a charge will be paid for each dwelling.

1. Any of said fees or charges not paid shall constitute a lien and charge against the lot or lots of the PURCHASER and improvements thereon, which shall be equal to and participate jointly with other first liens against same for all other purposes thereafter placed on said land. Said lien shall extend for ten years and may be extended for additional ten year periods by SELLERS or its assigns, by appropriate extension statement of record prior to the end of the previous period.
2. A PURCHASER owning one or more lots shall pay only one Availability Fee per year, but should he sell one or more parts of his boundary, the SUB-PURCHASER shall be equally bound by these restrictions and each owner of a portion of the boundary shall be liable for charges set forth in paragraphs (a) and (b) above, commencing with the month immediately following the availability of water and the date of transfer of property.

3. PURCHASERS whose property is connected with water shall be entitled to use water for usual household purposes, including the upkeep of lawn, which use shall be reasonable.
4. All above mentioned fees and charges shall continue in effect for a base period ending April 1, 1971, and said base period may be extended for additional three year periods each, upon filing of record by SELLER, or its assigns, prior to the end of any such period, of an appropriate extension statement. All above fees and charges are subject to change by the Public Utilities Commission of Ohio.
5. As used herein, the term "SELLER" includes successors and assigns, and the term "PURCHASER(S)" includes heirs, executors, administrators, successors and assigns.

IN TESTIMONY WHEREOF, Lake Seneca, Inc., has caused this instrument to be executed upon its behalf by its Vice President and its corporate seal to be affixed and attested by its Assistant Secretary, they being theretofore duly authorized so to do.

This 4th day of October, 1966.

ATTEST:

Donald P. Adell
W. H. Hutchison

LAKE SENECA, INC. an
Ohio corporation, Montpelier,
Ohio

By W. H. Hutchison
Vice President
By W. H. Hutchison
Assistant Secretary

STATE OF OHIO, WILLIAMS COUNTY, SS:

BE IT REMEMBERED, THAT on this 4th day of October, in the year of our Lord, one thousand nine hundred and sixty-six (1966), before me, the subscriber, a Notary Public in and for said County and State, personally appeared Archie W. Hutchison and Anthony Nabors Vice President and Assistant Secretary respectively of Lake Seneca, Inc., the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they affixed such corporate seal to, and otherwise executed said instrument, by authority of the Board of Directors, and on behalf of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively and the free and voluntary act and deed of said corporation, for the uses and purposes in said instrument mentioned.

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

Kay Donaldson
Notary Public

This instrument prepared by Attorney John B. Dwyer, Bryan, Ohio.

KAY DONALDSON
Notary Public, Williams Co., Ohio
My Commission Expires 3-11-71

Received for Record Oct 7 1966 At 1:15 P. M.

Recorded Oct 7 1966 In Record of Misc.

Fee \$ 2.00 Donaldson Williams County Recorder

W. H. Hutchison

SEAL

0266 PAGE 0682

201000005039
Filed for Record in *YMT*
WILLIAMS COUNTY, OHIO
PATSY A. MEALER, COUNTY RECORDER
09-07-2010 At 10:46 am.
DECLARATION 172.00
Book 266 Page 682 - 701

201000005039
LAKE SENECA PROPERTY OWNERS
CALL FOR PICK UP

**CERTIFICATION OF BYLAWS OF
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

The Undersigned, Janice Bilton, President and Ronald L. Parke, Secretary, respectively, do hereby certify that the attached LSPOA Bylaws were duly adopted by an affirmative vote of a majority of the members of this organization at a meeting of this organization duly convened on May 16, 2010.

Janice Bilton Pres.
Janice Bilton, President

Dated: 9-2-2010

Ronald L. Parke
Ronald L. Parke, Secretary

Dated: 9-7-10

STATE OF OHIO
WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the above named, Janice Bilton, President and Ronald L. Parke, Secretary, members of the Board of Directors of Lake Seneca Property Owners Association, Inc., did sign the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at 233 Seneca Drive, Montpelier, Ohio 43543, this 7th day of SEPTEMBER 2010.

Carol A. Swiatkowski
Notary Public
Carol A. Swiatkowski
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12-22-10

SEAL

Prepared by Carol A. Swiatkowski

**LAKE SENECA PROPERTY OWNERS
ASSOCIATION, INC.**

BY-LAWS
Revised May 2010

ARTICLE 1

NAME, LOCATION AND AUTHORITY:

A. The name of the association responsible for the administration of Lake Seneca is **Lake Seneca Property Owners Association, Inc. (the "Association")**. The principle office of the Association shall be located at **233 Seneca Drive, Montpelier, OH 43543-9439, or such other place in Williams County, Ohio as the Board of Trustees may, from time to time, designate.**

B. Administration of Lake Seneca. The administration of Lake Seneca shall be in accordance with the Articles of Incorporation of the Corporation, the Deed Restrictions (as defined below), the provisions of these By-Laws/Regulations (as defined below), as each of the foregoing may be amended from time to time, and in accordance with the rules (as defined below). Each licensee, invitee, owner, tenant, occupant and guest of a lot shall comply with the Deed Restrictions, By-Laws/Regulations, and Rules of Lake Seneca. Failure to comply with the above provisions, constitutes grounds for the Association to take action to recover sums due for damages or for injunctive relief.

ARTICLE 2

DEFINITIONS:

A. Lot: The term Lot, whether in the singular or plural, shall be deemed to mean a platted lot, whether developed with a residence or not.

B. **Common Facilities:** Common Facilities shall be defined as those facilities owned or operated by the Association for the benefit of all members.

C. **Deed Restrictions:** Deed Restrictions shall be deemed to mean those Deed Restrictions, as amended, from time to time, on file with the Office of the Recorder of Williams County, Ohio and pertaining to Lake Seneca.

D. **Conveyance:** A conveyance shall be deemed to include a deed, land contract, option, lease or any other instrument granting rights to real property, but shall not be deemed to include a mortgage.

E. **Member in Good Standing:** A member in good standing shall be defined as a property owner/owners of the Association who is current with all dues, assessments and any other financial responsibilities and not under suspension as described in Article 3 D.

ARTICLE 3

MEMBERSHIP, VOTING RIGHTS AND SUSPENSION:

A. **Membership.** Every owner of a Lot in Lake Seneca is hereby declared to be a member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Each owner, by acceptance of a deed or other conveyance of the Lot, thereby becomes a member. When more than one person is the owner of a Lot, all such persons shall be members. When the owner of an interest in a Lot ceases to own an interest therein, that person or entity is no longer a member.

1. Members desiring to rent their lots must notify the Association Office of the tenants' names and shall in all events be responsible for the actions of any person/persons to whom they rent. The tenants will be entitled to use of the beaches, community areas of or other Association facilities as long as the member from whom they are renting remains in good standing.

B. **Approval and Election of Members.** Members shall be approved by the Board of Trustees, and no conveyance of a Lot or fractional interest therein shall be effective until the approval thereof has been granted by the Board of Trustees, and endorsed upon such conveyance prior to recording thereof. It is the intent of this provision that the Board of Trustees be reasonably satisfied that a prospective new member would be a responsible and law abiding resident of Lake Seneca. Membership in the Association may not be refused if such refusal would violate federal, state or local laws or ordinances pertaining to discrimination for any reason.

C. Voting Rights.

1. Voting Power. The member or members in good standing, collectively, of each Lot shall be entitled to one vote per membership. If any member owns more than one lot and there are separate dwellings on said lots, the member shall be assessed an annual operating assessment (annual dues) and any special assessments for each lot containing a dwelling. In the event there is a dwelling occupying two adjacent lots, there shall be one annual operating assessment (annual dues), normal lot assessment for each lot owned, and any special assessments for each membership. The amount of the annual operating assessment (annual dues) is subject to change provided in Article 11 of these By-Laws.

2. Multiple Owners. The vote of the owners of a Lot owned by more than one person, or by a corporation or other entity, shall be cast by the person named in a certificate, signed by all of the owners of the Lot, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, then at the discretion of the Board of Trustees, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

3. Decedents, Incompetents and Fiduciaries. When any person has furnished to the Association proof, satisfactory to the Association, of his/her appointment and qualification as executor under the Last Will and Testament of a deceased Lot owner; an administrator of the estate of such a Lot owner; a guardian; conservator of the estate of a ward or incompetent who is a Lot owner; trustee in bankruptcy of such a Lot owner; statutory or judicial receiver or liquidator of the estate or affairs of such a Lot owner; with authority in the premises, such fiduciary may vote as though he or she were the Lot owner.

D. SUSPENSION OF MEMBERSHIP.

During any period in which a member shall be in default in the payment of any dues, or any Annual or special assessment levied by the Association, or shall be in default of the performance of any other obligation of a member of this Association, the voting rights and the right to use of the Common Facilities by such member may be suspended by the Board of Trustees until such dues or assessment has been paid, or such default cured, in the discretion of the Board of Trustees.

The rights of a member, or any tenant or guest thereof, or anyone else claiming a right by, through, or under such member, may be suspended by the Board of Trustees until such assessment has been paid. The rights of a member, tenant or guest or anyone else claiming a right by, through, or under such member, may also be suspended, after reasonable notice and hearing, for the violation of any of the covenants, conditions, restrictions, rules, and regulations,

as the same may be promulgated and amended by the Board of Trustees from time to time. In such event, such suspension shall be effective until the Board of Trustees has, in its discretion, determined that such violation has been cured by such offending party and, further, has received such assurances as the Board of Trustees may reasonably require so as to be assured that such violation will not be repeated in the future. In so doing, the Board of Trustees shall have full discretion to fashion remedies satisfactory to the Association including, but being not limited to, suspension of membership, suspension of use of the Common Facilities, and probationary period.

ARTICLE 4

MEETINGS OF MEMBERS:

A. Annual Meeting. An annual meeting of the members shall be held at Lake Seneca Subdivision, Williams County, Ohio or as otherwise provided by these Regulations, on the third (3rd) Sunday in the month of May, at the hour of 1:30 p.m., for the transaction of such business as may come before the meeting.

At the annual meeting, no motions, other than procedural motions, shall be voted upon unless such motion is placed before the annual meeting in one of the following ways:

1. The Board will post an agenda for the annual meeting twenty (20) days before the meeting. The Board of Trustees may add to the agenda up to the opening of the meeting. The agenda shall include items required by the By-Laws and the Rules. The Board may also include additional items that, in the opinion of the Board, need to be brought before the membership.

2. Any member may propose motions at the meeting if the text of such motion is submitted to the Board for publication a minimum of twenty (20) days but not more than sixty (60) days before the meeting. Such proposal shall be signed by at least five (5) members of the Association.

B. Special Meeting. Special meetings of the members may be called at any time by the President, by a majority of the Board of Trustees, or by written request of the members entitled to exercise 20% of the voting power of members. The special meetings shall be in such place in Williams County, Ohio, on such date and at such time as may be determined by the Board of Trustees.

C. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage

prepaid, or by personally delivering such notice, at least ten (10) days before such meeting, but no more than sixty (60) 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, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, the day and time of the meeting, and in the case of a special meeting, the purpose of the meeting.

D. Procedure. As to all matters of procedure not specifically referred to in these By-Laws, Roberts' Rules of Order shall apply.

E. Quorum. A quorum for the transacting of business at any annual/special meeting of members shall be not less than 10% of the voting members in good standing present including the President and the Board of Trustees.

F. Proxies. At all meetings and otherwise subject to the provisions of these By-Laws, each voting member may vote in person or by proxy. All proxies shall state with specificity the meeting for which the proxy is effective. No proxy shall be effective for more than one meeting. All proxies shall be in writing, shall be witnessed by two persons other than the person to whom the proxy is granted, and shall be notarized with the same requirement that the notary may not be the person to whom the proxy is granted. All such proxies shall be filed with the Secretary of the Association at least ten (10) calendar days, but not more than thirty (30) calendar days prior to the meeting for which the proxy is designated. Every proxy shall be revocable and shall automatically cease at the close of the meeting for which the use of such proxy is specified. In the event of a failure to obtain a quorum at such meeting, such proxy shall be deemed to be invalid for any other purpose or for any other meetings.

G. Voting Requirements. Except as otherwise provided in these By-Laws, the Deed Restrictions, the Articles of Incorporation of the Association, or by law, a majority of the voting power of the members in good standing present at any duly convened meeting shall be sufficient to determine any matter.

ARTICLE 5

BOARD OF TRUSTEES

A. General Powers. The affairs of the Association shall be managed by the Board of Trustees, which shall have such power and authority as is set forth in the Articles of Incorporation of this Association and as set forth in these By-Laws.

B. Tenure and Qualifications. A Trustee shall be a member in good standing of the Association. The number of Trustees shall consist of seven (7) active members. The Trustees of said Board are to be elected for a two (2) year term of office and serve until his/her successor shall have been elected and qualified. Three (3) members shall be elected in even numbered years with four (4) to be elected in odd numbered years.

C. Nomination. Nomination for election to the office of Trustee shall be made by a Nominating Committee. The Nominating Committee shall consist of the chairman, and at least two other members of the Association who shall be appointed by the Board of Trustees. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled.

D. Election. The Board of Trustees shall appoint a Nominating Committee of three (3) members of the Association, none of whom is serving at the time of appointment on the Board of Trustees. Said Committee shall have the responsibility of preparing a nominating petition and making it available to members of the Association. It shall be the duty of the Nominating Committee to prepare ballots with names of the various candidates for the office of Trustee, and to thereafter mail, more than ten (10) days prior to the election date set by the President of the Board of Trustees, a ballot and voting instructions to each member with voting rights together with an envelope addressed to persons appointed Inspectors of Election, c/o Lake Seneca Property Owners Association, Inc., Montpelier, OH 43543-9439. The President shall appoint, prior to such election, three (3) Inspectors of the Election. The duties of the three member Inspectors of Election shall be to safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes cast, and to otherwise conduct such election, and to thereafter certify the results of said election to the President. The President shall thereafter notify each Trustee so elected, and request that such person accept the office to which he/she was elected.

E. Removal of Trustees. Any Trustee may be removed, with or without cause, by a majority vote of the members in good standing of the Association present at any duly convened meeting shall be sufficient to determine this removal. In the event of the death, resignation or removal of a Trustee, his/her successor shall be selected by the remaining Trustees and shall serve for the unexpired term of such predecessor. In addition, any Board member may be removed:

1. if such Board member does not attend three consecutive regular Board meetings provided, however, that this provision shall not apply if such absences are excused by the President; or,
2. for just cause including, but being not limited to, misfeasance or malfeasance upon the concurrence of the majority of members of the Board of Trustees.
3. if for any reason the number of Trustees shall fall below seven (7) the Board shall be authorized to act in the interim until it is restored "to full strength".

F. Compensation. Trustees as such shall not receive any salaries for their services as Trustees. Nothing herein contained shall be construed to preclude a Trustee from serving the Association in any other capacity and receiving compensation therefore. The vote of the Trustee to whom compensation is proposed to be paid shall not be counted for the purpose of such vote, it being the intent hereof that at least five (5) disinterested Trustees must agree to pay such compensation.

G. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly, at such date, place and time in Williams County, Ohio as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Trustees.

H. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee provided, however, that such notice may be waived in writing. The three (3) day notice may be waived in an emergency.

I. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done, or made by a majority of the Trustees, shall be regarded as the act of the Trustees present, if such meeting is duly convened.

J. Procedure. The Board of Trustees shall have the right to prohibit the attendance at Board meetings of nonmembers of the Association, in the sole discretion of the Board of Trustees. It is the intent of this provision that, at all times, the Board of Trustees have the authority to protect the privacy of the Association and its members or authorized representatives so as not to expose the Association to claims of invasion of privacy, defamation, slander and similar claims.

K. Open Meetings Requirement. No regular or special meeting of the Board of Trustees shall be held, nor any action taken without a meeting as permitted hereby, as the case may be, unless such meeting was open to all members (and in the case of an action taken without a meeting, such action was deliberated at a meeting open to all members), with the following exceptions:

1. To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of employees; or
2. To consider the purchase of property if premature disclosure of information would give an unfair competitive advantage to a third person; or
3. Privileged conferences with an attorney for this Association concerning disputes that are the subject of threatened, pending or imminent court action; or

4. Specialized details of security arrangements where disclosure of matters discussed might reveal information, the revelation of which would be detrimental to the Association.

Notice of any such regular or special meeting, or any other action, shall be effective when posted at least three (3) days in advance of such meeting or action, at the office of the Association and at the entrances to Lake Seneca. If, however, in the opinion of the majority of the Board of Trustees, an emergency situation arises which makes it inappropriate to post notice of a meeting, the Board is authorized in such instances to meet and to take action. This action would be explained and discussed at the next regular Board meeting.

L. Powers and Duties of the Board of Trustees.

1. Powers. The Board of Trustees shall exercise all powers and authority pursuant to the Ohio Revised Code pertaining to nonprofit corporations, pursuant to the Deed Restrictions for Lake Seneca and these By-Laws, as amended from time to time, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents. Without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, the Deed Restrictions for Lake Seneca and these By-Laws; and,

(b) obtain insurance coverage as required or desirable pursuant to the aforesaid documents; and,

(c) enforce the covenants, conditions and restrictions set forth in the aforesaid documents; and,

(d) repair, maintain and improve the Common Facilities; and,

(e) purchase, sell or mortgage real property owned by the Association; and,

(f) establish, enforce, levy and collect assessments as provided in the aforesaid documents, as established by the membership; and,

(g) adopt and publish rules and publish regulations governing the use of the lots, the Common Facilities and the personal conduct of the members and their guests thereon; and,

(h) suspend the voting rights of a member as provided herein; and,

OR 0266 PAGE 0691

(i) non budget items of more than \$50,000.00 for a single expenditure require membership approval.

2. Duties. It shall be the duty of the Board of Trustees, in addition to all other duties required of the Board of Trustees by law, by the Deed Restrictions and by these By-Laws, and without limiting the generality of the foregoing, to:

(a) cause to be kept a complete record of all of the acts of the Board of Trustees and of the affairs of the Association, and to present a statement thereof to the members at the annual meeting of the members; and,

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed; and,

(c) establish, enforce and collect assessments as provided in the Deed Restrictions and By-Laws; and,

(d) obtain insurance coverage as required or desired; and,

(e) enforce the covenants, conditions and restrictions as set forth in the Deed Restrictions and these By-Laws; and,

(f) repair, maintain and improve the Common Facilities; and,

(g) take all other action reasonably necessary required or desired to administer Lake Seneca in accordance with the law and the documents pertaining to Lake Seneca.

ARTICLE 6

OFFICERS AND DUTIES:

A. Enumeration of Offices. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall at all times be members of the Board of Trustees, and such other offices as the Board of Trustees may, from time to time by resolution, establish.

B. Election and Term. The officers of the Association shall be elected, in a meeting of the Board of Trustees, from time to time, to serve until the Board of Trustees elect their successors.

C. Special Appointment. The Board of Trustees 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 of Trustees may, from time to time, designate.

D. Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees. Such resignation shall take effect on the date of receipt of such notice, or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select a person to fill such vacancy.

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

F. Duties of Officers. The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; shall be the principal executive officer of the Association and shall in general, supervise and control all of the business and affairs of the Association. The President shall sign, together with the Secretary of the Association, or any other officer of the Association authorized by the Board of Trustees, deeds, mortgages, bonds, contracts or other instruments on behalf of the Association, which may be authorized to be executed by the Board of Trustees, except in cases where the signing and execution thereof shall be expressly delegated otherwise by the Board of Trustees to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act (as determined by a majority of the Board of Trustees), and shall exercise and discharge such other duties as may be required of him/her by the Board of Trustees.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members of the Association; shall serve or cause to be served notice of meetings of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Trustees.

4. Treasurer. The Treasurer shall receive and deposit in an appropriate account all monies of the Association, shall disburse such funds as directed by resolution of the Board of Trustees; shall keep proper books of account; shall prepare an Annual statement

of income and expenditures; and shall perform such other duties as required by the Board of Trustees.

The Treasurer shall render a monthly statement to the Board of Trustees showing expenditures and receipts for the month and shall post a copy of this report on the LSPOA bulletin board.

All funds of the Association shall be deposited, from time to time, in such federally insured savings institution as the Board of Trustees may select.

5. Other Officers. The Board of Trustees shall have the authority to designate and appoint such other officers to execute such duties, as the Board of Trustees, in its discretion, shall determine.

ARTICLE 7

COMMITTEES:

The Board of Trustees may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations therefore, as may be promulgated from time to time, by the Board of Trustees and/or membership and all members of such committees shall serve at the pleasure of the Board of Trustees.

ARTICLE 8

BOOKS AND RECORDS:

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees, and committees having any of the authority of the Board of Trustees, and shall keep at the registered or principle office, a record giving the names and addresses of the members entitled to vote.

All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time. The Board of Trustees shall have the books of the Treasurer of the Association compiled at least once a year by a Certified Public Accountant, and this examination shall be submitted as a written report to the membership of the Association.

ARTICLE 9

FISCAL YEAR:

The Fiscal Year of the Association shall begin on the first day of March and end on the last day of February of each calendar year.

ARTICLE 10

AMENDMENTS TO BY-LAWS:

1. These By-Laws may be amended at any annual/special meeting by a majority of the voting members present, provided that a text of the amendment is distributed to the membership a minimum of twenty (20) days but not more than sixty (60) days prior to said meeting.

2. Amendments may be proposed by a majority vote of the members of the Association at any meeting of the Association. Such proposed amendments shall be submitted in the form of a written ballot to the membership of the Association within fifteen (15) days after the adjournment of the meeting at which such amendments shall have been proposed and shall be adopted upon receiving a favorable vote of two-thirds (2/3) of the members who cast ballots within sixty (60) days after such adjournment

ARTICLE 11

ASSESSMENTS:

A. Creation of the Lien and Personal Obligation for Assessments: By acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), each Grantee is deemed to covenant and agrees to pay to the Association: (i) annual operating assessments or charges; (ii) special assessments for capital improvements; and (iii) special individual assessments, all such assessments to be established and collected as hereinafter provided:

1. The annual and special assessments, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall be a charge to each owner/owners of Lot/Lots in Lake Seneca and shall be a continuing lien upon such lot/lots against which such assessment is levied by the Board of Trustees as provided hereinafter.

1a. The annual operating assessment (annual dues) and special assessment (dam) are established at the Annual Membership Meeting. The current annual operating assessment (annual dues) is \$275.00 per membership and a normal lot assessment (maintenance fee) per lot owned is \$30.00 per year per Deed Restriction 8. The yearly special assessment (dam) is \$350.00 per membership.

1b. The special assessment for Capital Improvements established at the Annual May 16, 2010 Membership Meeting is to be used for Roads, Bridges, Culverts and Ditches only. This assessment will be for seven years at One Hundred dollars (\$100.00) per Membership, due annually August first and effective August 1, 2010. (2010 thru 2016)

2. Each such assessment, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall also be the personal obligation of each Owner of a Lot, and, if there is more than one Owner of a Lot (i.e., Owners of fractional interests of a Lot), then such assessment, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall be the joint and several personal obligation of each of such Owners.

3. In a voluntary conveyance of a Lot, the Grantee or Grantees of the Lot shall be jointly and severally liable with the Grantor or Grantors thereof for all unpaid assessments against such Lot up to the time of the conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore.

4. Every lot and lot owner shall be jointly and severally charged with an equal share of each annual and special assessment attributable to each such Lot Owner(s).

B. Purpose and Nature of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of Lake Seneca and for the improvement, replacement, repair and maintenance of the Common Facilities. More particularly, without limiting the generality of the foregoing, such assessments shall be used for payment of the following:

1. Annual Operating Assessments: Costs of the maintenance, repair and other services provided by the Association; taxes on the Association property; insurance premiums for insurance provided pursuant hereto; costs for the operation, management and administration of the Association, including, but being not limited to, fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association; and the salaries, wages, payroll charges, and other costs incurred to perform these services; a general operating reserve and a capital improvements reserve.

2. Special Assessments for Capital Improvements. The expense to construct, reconstruct, and replace capital improvements which are a part of the Common Facilities, including personal property and fixtures to the extent reserve funds are insufficient therefore.

3. Special Individual Assessments. The individual assessment is to reimburse the Association for the cost of performing obligations of a Lot Owner pursuant to the provisions of the Deed Restrictions, the By-Laws, or for such reason as may hereafter be determined by the Board of Trustees, but especially without limiting the generality of the foregoing, for the reason of levying as an assessment (i) the cost of enforcement against a Lot Owner, the occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the Deed Restrictions, the By-Laws, or such rules and regulations as may, from time to time, be adopted; or (ii) costs incurred by the Association in the event the owner of a Lot or the occupant thereof fails to maintain such Lot in a manner, which, in the discretion of the Board of Trustees, constitutes a nuisance or threatens the welfare of other Lot Owners or occupants.

4. Levy and Amount of Assessments:

a. Annual Operating Assessment.

1. Annual Operating Assessment. The annual operating expense shall be that amount of funds, estimated by the Board of Trustees, to be necessary for all operating expenses of the Association for the balance of the next succeeding fiscal year.

2. Operating Reserve. The Board of Trustees may establish and maintain a general operating reserve fund in such amount as shall be determined by the Board of Trustees so as to assure availability of funds for the normal operation of the Association and shall accordingly collect assessments in such amount and in such fashion reasonably deemed necessary by the membership.

3. Capital Improvement Reserve. The Board of Trustees may establish and maintain a reserve fund in such amount as such Board may deem appropriate so as to assure the availability of funds for the repair and replacement of capital improvements which are a part of the Common Facilities. Payments by members into this fund shall be contributions to the capital of the Association. These funds, except as otherwise provided by the Board of Trustees, shall be used solely for the purpose for which assessed.

4. Special Assessments for Capital Improvements. In addition to the annual operating assessment referred to hereinabove, the membership may levy, at any time, in its discretion, special assessments to construct, reconstruct, or to replace capital improvements on the Common Facilities to the extent that reserves therefore are insufficient, provided, however, that new capital improvements, which are constructed for purposes other than to replace existing improvements, shall not be constructed nor funds assessed therefore without the prior affirmative vote of the majority of members in good standing present at the annual/special meeting of the Association.

5. Special Individual Assessments. The Board of Trustees may levy an assessment against an individual Lot, to reimburse the Association for those costs incurred in connection with that Lot, in the event the Lot Owner fails to maintain such Lot as provided in the hereinabove, or in the event that any action is instituted against a Lot Owner, the occupant thereof, or the respective licensees and invitees thereof, as a result of any violation of the terms of the Deed Restrictions, these By-Laws, or such rules and regulations as may, from time to time, be adopted.

5. Effect of Non-payment of Assessments--Remedies of the Association.

a. If any installment of any assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, and attorneys' fees. Interest on the entire unpaid balance of such assessment at the rate of eighteen percent (18%) per annum, or the highest interest rate permitted by law, if greater than eighteen percent (18%) may be added at the discretion of the Board of Trustees.

b. At any time after an assessment or an installment thereof levied pursuant hereto remains unpaid for thirty (30) days after the same has become due and payable, a notice will be sent. If the amount remains unpaid for sixty (60) days after the same has become due and payable the owner/owners name will be turned over to a collection agency. If the amount remains unpaid for ninety (90) days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such assessment, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the Recorder of Williams County, Ohio, pursuant to authorization given by the Board of Trustees. Such Certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount

of the unpaid portion of the assessment, and shall be signed by the President or other officers designated for such purpose by the Board of Trustees.

c. The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

d. Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.

e. The Association, as authorized by the Board of Trustees, may bring an action at law against the member or members obligated to pay the assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In any such foreclosure action, the member or members affected shall be required to pay a reasonable rental to the Association for that Lot during the pendency of such action, and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount of any such assessment, to the extent permitted by the laws of the State of Ohio.

f. No member of the Association may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Facilities, or by abandonment of such member's Lot.

g. Any member who believes that an assessment chargeable to such member's Lot, for which a Certificate of Lien has been filed by the Association, has been improperly charged against that Lot may bring an action in the Court of Common Pleas of Williams County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that all or a portion of such assessment has been improperly charged to such Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

6. Subordination of the Lien to the First Mortgages. The lien of the assessments provided for herein (but not a Certificate of Lien as provided hereinabove) shall be subject and subordinate to the lien of any duly executed and recorded first mortgage, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in such mortgage, or by foreclosure of the mortgage, or by deed, or by

deed in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid assessments or charges against the said Lot (except those referred to in a Certificate of Lien) which are attributable to the period prior to the time such holder or purchaser took title to such Lot.

7. Local Government Assessments. In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement or maintenance program or other governmental action, levy an assessment against all or any part of the Common Facilities of the Association, those assessments shall be shared among all Lots, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association among all Lots in the same proportions as annual operating assessments as otherwise provided hereinabove.

8. Certificate Regarding Assessment. The Association shall, upon demand, and for a reasonable charge, at the discretion of the Board of Trustees, furnish a certificate signed by an officer of the Association setting forth whether the assessments as to a specified Lot have been paid and, if such assessments have not been paid, the amount so unpaid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effective Date and Method of Payment of Annual and Special Assessments.

a. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created by the Board of Trustees in accordance with the By-Laws of the Association, and if written notice of the amount thereof is sent by the Board of Trustees to the member of the Association subject thereto at least thirty (30) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments as provided hereinafter, written notice mailed or delivered to a member's Lot shall constitute notice to that member, unless the member has delivered written notice to the Board of Trustees of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to the member.

b. Method of payment.

1. Each assessment created pursuant hereto shall be due in full on the effective date thereof, provided, however, that unless otherwise provided by the Board of Trustees, such assessment shall be paid

in twelve (12) equal monthly installments, with each installment being due on the first day of each calendar month.

2. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be paid into the reserve fund and shall in no event be deemed to be profits, nor available, except on dissolution of the Association, for distribution to members. However, if the Board of Trustees should determine that the retention of any assessments collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Trustees, in its discretion, may refund all or any portion of such excess among the members owning those Lots at the time of such distribution in the same proportions as the same were made with respect to the Lots of those members. Alternatively, any such excess may be applied by the Board of Trustees so as to reduce the assessments next falling due.

ARTICLE 12

Regulations for New Buildings (amended May,2000)

The Association shall make and enforce certain regulations for new buildings within the Lake Seneca Subdivision. Any property owner seeking approval of a floor plan from the Building Committee prior to construction, in accordance to deed restrictions, shall be required to sign an affidavit that the following regulations will be adhered to:

Section 1. All culverts and other changes to the ditches along said owner's property must be approved by the Building Committee (compliance with Deed Restriction # 7).

Section 2. Any boat dock will be approved by the Building Committee prior to construction or will be removed at owner's expense (compliance with Deed Restriction # 6).

Section 3. The building elevation shall be established prior to construction to allow for proper drainage to the lake, away from said building, and not onto roadways.

Section 4. All electrical wiring shall be in conformance to the national wiring and line codes those restrictions placed thereon by the State of Ohio and Williams County, Ohio;

(Amended by membership May, 2000) There will be a \$50.00 non-refundable building permit fee plus a \$450.00 deposit needed at the time of permit application. The \$450.00 deposit

will be refunded if all the rules and regulations as well as the deed restrictions are followed. No damage may occur to any Lake Seneca property or equipment during construction time. If any damage does occur, the cost of repairs will be taken from the deposit, or if an additional amount of damage occurs, the applicant will be assessed.

Section 5. (Amended by membership May, 1995) All plumbing drains, drain vents, etc., shall conform to national, state and local codes, and the main house to the septic tank run shall be at least a four (4) inch pipe with a minimum forty (40) psi rating.

ARTICLE 13

Winter Lake Level

(Amended July, 2000, at a special meeting)

The level of the water in Lake Seneca shall be maintained at the normal pool level with the exception of the need to lower the level in case of emergency or required maintenance.

In all cases, when there is a planned lowering of the lake level, the membership will receive advance notification in order that shoreline repair can be planned on individual waterfronts.

Janice Bilton Pres.
Janice Bilton, President
Date: 9-2-2010

Ronald L. Parke
Ronald L. Parke, Secretary
Date: 9-7-10

201000005038
 Filed for Record in *Ymt.*
 WILLIAMS COUNTY, OHIO
 PATSY A. MEALER, COUNTY RECORDER
 09-07-2010 At 10:46 am.
 DECLARATION 76.00
 Book 266 Page 674 - 681

201000005038
 LAKE SENECA PROPERTY OWNERS
 CALL FOR PICK UP

**CERTIFICATION OF RULES OF
 LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

The LSPOA Rules were duly adopted by an affirmative vote of a majority of the Board Members of this organization at a meeting of the Board Members of this organization duly convened on August 12, 2010.

Janice Bilton Pres.
 Janice Bilton, President

Dated: 9-2-2010

Ronald L. Parke
 Ronald L. Parke, Secretary

Dated: 9-7-2010

STATE OF OHIO
 WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the above named, Janice Bilton, President and Ronald L. Parke, Secretary, members of the Board of Directors of Lake Seneca Property Owners Association, Inc., did sign the foregoing instrument.

IN TESTIMONEY WHEREOF, I have hereunto set my hand and official seal at 233 Seneca Drive, Montpelier, Ohio 43543, this 7th day of SEPTEMBER 2010.

SEAL

Carol A. Swiatkowski
 Notary Public
 Carol A. Swiatkowski
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES 12-22-10

Prepared by Carol A. Swiatkowski

LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.

---RULES---

**(Effective September 1, 2010 superseding all previous publications)
Changed Rules (66.6) - (69.7) - (75.3)**

Lake Seneca Property Owners Association, Inc. is a strictly private "Membership Association". It was formed in the interest of, and for the protection, promotion, and improvement of the Lake Seneca community. The goal is to make this the finest Association of its kind in the area. Compliance with, and observance of the following rules will help to maintain the high standards of the Association and enable each member to take pride in being an active member.

65.1 (Amended 1977) (Rescinded 1995) Authorization of contracts

66.1 MEMBERSHIP CARDS AND DECALS (Amended 1993, 1995, 2003 rescinded) Membership Cards & Decals rescinded in 2003. See Rule #66.2 for Guest Cards.

66.2 GUEST PRIVILEGES. (Amended 1986 and 1993) Association members are entitled to use, and invite guests to use the facilities of the Association. Unless they have a guest card, guests must be accompanied by the Association member. Guest cards may be obtained by members by contacting the Association office. Guest cards must be filled out with the name of the member, lot number, and the expiration date of the guest's privileges. Members are responsible for the action and activities of their guests. To guard against the possibility of some members allowing unreasonable continuous use of their privileges by the same person, it may be necessary to limit the number of guest cards that are used by each member per month. This does not apply to overnight or houseguests, and applies only to the use of the beach and other Association facilities.

66.3 THE BEACH (Amended 1979 and 1993) Picnicking and bottles are not allowed on the sandy part of the beach. Children under ten (10) years of age must be accompanied by an adult. Adults with children must be responsible for their children's conduct and safety. Swimming is restricted to the area bounded by the floats. The use of water toys and similar equipment is left to the judgment of parents.

66.4 CHILDRENS' AREA The children's area is designed for children under ten (10) years of age. A wading area that is safe for the little ones is provided in shallow water. Various equipment, swings, slide, etc. are also available. Parents are responsible for their children's behavior and safety.

66.5 (Rescinded 1003) See 89.2 Boat Docks.

66.6 WATERCRAFT (Amended 1990, 1993, 1995, 2003 and 2005) Watercraft must not exceed a speed of 5 mph where posted. All motorized watercraft must maintain a no-wake speed, between the hours of 8:00 p.m. and 10:00 a.m. The size of boats permitted on Lake Seneca is limited to twenty-four (24) feet and pontoons are limited to twenty-six (26) feet. Watercraft are not allowed within fifty (50) feet of the beach and other swimming areas, unless docking. Dangerous or reckless use of watercraft is grounds for denying boating privileges to the offenders. The Association is not responsible for clothing, valuables, or any personal injury sustained while in a watercraft, on the

beach, or in/on the water. Temporary guests are not allowed to put any type of watercraft on Lake Seneca. However, full-time renters, living in dwellings of members who have paid their dues, are allowed to put their own watercraft on Lake Seneca waters, each watercraft must be registered at the Association office, and the renter must obey all boating regulations that apply. All watercraft must operate in a counter-clockwise pattern. All Ohio Watercraft Laws are enforced on waters of Lake Seneca. All watercraft must be titled & registered in Property Owners/Member's names or full-time renter's name. Full-time renter has mailing address at Lake Seneca.

66.7 DWELLING RENTALS (Amended 1993) Property owners are permitted to rent their dwellings. If member is in good standing, the tenant may have full membership privileges. Members are responsible for the actions and activities of persons to whom they rent their dwellings. Notification to the Association office is required when property owner rents his property to another.

66.8 ASSOCIATION PICNIC AREAS Picnic areas, barbecue pits, and picnic tables are available at various locations throughout the development. Association members and guests are requested to place waste in trash containers. Fires must be completely extinguished before leaving the area. Association equipment and property must not be removed from the picnic or access area.

66.9 GAMES Shuffleboard, basketball, and tennis courts are available at designated locations. There is no charge to Association members and their guests for the use of these facilities.

66.10 WATERFRONT LOTS Members who own waterfront lots may install a private beach. These members may also construct a private dock, boat house, and/or swim raft. Before constructing these facilities, the member must furnish the Board of Trustees a detailed description of the improvement and seek approval of the proposal. All beaches must conform to normal safe health regulations of the State of Ohio (refer to Deed Restriction #6).

66.11 REAR LOTS Members owning other than waterfront lots have full privileges of the lake, beach, etc. These members must not seek access to the lake across another member's property; access areas are provided for this purpose. (See rule 89.2 concerning the assignment of dock space).

66.12 WATER SKIING (Amended 1995) Skiing will be accomplished in a counter-clockwise pattern. Skiing is permitted only during the hours from 10:00 a.m. to 8:00 p.m. No water skiing in posted areas.

66.13 FISHING Members may fish at any community dock, from their own property, or from boats. A current Ohio fishing license is required for all persons who must have a license to fish elsewhere in the State of Ohio.

66.14 WASTE AND GARBAGE DISPOSAL (Amended 1979 and 2005) Residents must not use Association garbage containers for disposal of waste and garbage. Anyone using these containers for household trash will be notified in writing to cease this action. If this practice continues, individuals responsible will be charged the going rate for trash pick-up plus \$25.00. Disposal of waste on vacant lots is prohibited.

66.15 "FOR SALE" AND OTHER SIGNS (Amended 1978 and 1993) "For Sale" signs may be placed on lots for sale. Contractor's signs, not to exceed the size of a normal Realtor's sign, may be posted while work is in progress. No other commercial signs are permitted.

66.16 CONDITIONS, RESTRICTIONS, AND AGREEMENTS CONTAINED IN THE WARRANTY DEED Property owners should read the Deed Restrictions very carefully. Each property owner is subject to all the conditions, restrictions, and agreements stated therein or as recorded in the Williams County, Ohio Courthouse.

66.17 RULES COMMITTEE (Amended 1995) The Rules Committee is appointed by the Board of Trustees of the Association. The rules may be changed or amended from time to time by the Board of Trustees.

66.18 RULES GOVERNING THE USE OF ARROWHEAD LODGE AT LAKE SENECA FOR PROPERTY OWNERS AND THEIR GUESTS. (Amended 1980, 1985, 1991, 1993, 1995, 1996, 2000, 2005, 2006 & 2007)

A. Reservation of Lodge limited to members in good standing. There shall be a **Seventy Five Dollar (\$75.00) Fee** due at time of reservation which will be non-refundable unless otherwise approved by the Board. A **Two Hundred Dollar (\$200.00) Security Deposit** if not using the TV or a **Four Hundred Dollar (\$400.00) Security Deposit** if using the TV will be required at the time keys are surrendered to the renter. The Security Deposit will be refunded if lodge is returned in an acceptable condition when keys are returned.

A.A. Members in good standing are allowed use of tables/chairs when the lodge is not being used. A deposit of **\$10.00 per chair and \$50.00 per table** is required. (2007) Effective 1/1/08, we will charge **\$20.00 for less than 30 items, & \$25.00 for 30 items or more in renting tables and chairs.**

B. All property owners reserving the lodge must allow other property owners to seek shelter in the facility in case of inclement weather or other emergency. Also, property owners and guests must be allowed to use the restroom facilities.

C. No alcoholic beverages shall be given, served, or sold to anyone under the age of twenty-one (21) – private parties included. It is a violation of the Ohio Liquor Law if minors receive such beverages.

D. Drugs, other than prescription, shall not be distributed, served, sold, or used at Arrowhead Lodge.

E. Commercial affairs not approved by LSPOA are not permitted at Arrowhead Lodge. The Lodge is maintained for the use of property owners and their guests. Commercial affairs are defined as "Events designed to produce monetary income for the renter."

Restrictions:

- (1) No admission fees.
- (2) No advertising of events in public places.
- (3) No newspaper ads announcing an event.
- (4) No public invitations.

F. The Board of Trustees reserves the right to refuse the use of the lodge to any member in good standing if any of the above rules are violated.

G. When decorating the lodge, nothing harmful to the décor of the interior may be used. This includes tacks, staples and nails. Additionally, all tape must be removed when decorations are taken down.

66.19 TRAFFIC ON DAM (Amended 1981, 1993, 1995 and 2005) No traffic allowed on Dam except for inspections or repairs.

66.20 (Rescinded 1990) Horses

66.21 PETS (Amended 1978, 1993, and 1995) All pets must be confined to the member's property or under control by owner. Members with a complaint should contact county authorities.

69.1 NEWSLETTER (Amended 1984 and 1993) There will be a bimonthly mailing of a newsletter announcing events at Lake Seneca. This publication is sent to all members.

69.2 MOWING LOTS (Amended 1974, 1980, 1993, 1995 and 2005) Each Spring property owners are reminded that in accordance with item five (5) of the Deed Restrictions, property owners agree to keep lot(s) in a tidy manner, and failure to do so, results in maintenance of said lot(s) by LSPOA and charges of **Fifty Dollars (\$50.00)** per mowing per lot is assessed. (See rule 79.1 concerning mowing inspection dates).

- (1) (Rescinded 1995) Quarterly letter of events
- (2) Inform property owners that by June 15th and September 1st lots are to be mowed.
- (3) Inform property owners that it is their responsibility to monitor the performance of grass mowing contractors with whom they have contracts.
- (4) LSPOA will maintain the roadside and most of its property and those lots upon which the Association representative receives complaints. If LSPOA mows lots a charge of **\$50.00** per lot will be assessed.

69.3 (Rescinded 1990) Motel

69.4 SAFETY DEPOSIT BOX (Amended 1977, 1993, 1998) We now have a lead lined file which we are using as a safe. The President, Treasurer, Assistant Treasurer & Office Manager have a key to this file.

69.5 (Rescinded 1993) Guard office phone

69.6 (Rescinded 1993) For Sale Signs

69.7 ATTENDANCE AT BOARD MEETINGS (Amended 2010) Any property owner may attend Board of Trustees meetings. Should he/she wish to speak to the Board, a printed form must be submitted to the President prior to the meeting. When the agenda dictates, the President will call upon the property owner to present his/her concerns, a five (5) minute time limit will be enforced. A member speaking without authorization shall be ruled out of order by the President. If a second out of order is issued to any member, he/she will be asked to leave the meeting.

70.1 COLOR OF THE LAKE: (1998) No Official Color - Color was Rustic Brown

70.2 (Rescinded 1995) Seneca Utilities

70.3 ANNUAL MEETING AGENDA The agenda for each annual meeting will be printed without advertisements.

70.4 INTEREST ON DELINQUENT ACCOUNTS (Rescinded 1993, Reinstated 2005, Amended 2006) A **Ten Percent (10%)** interest rate will be charged on any delinquent accounts past 60 days. **2006** An 18 per cent interest rate will be charged on any delinquent account past 60 days.

70.5 ASSOCIATION LAWYER LSPOA will retain a corporation lawyer from Williams County; if none available in Williams County, the attorney will be recruited from an adjacent county.

71.1 (Rescinded 1993) Committee funds.

72.1 BUILDING PERMIT FORM Printed forms must be used to obtain a building permit.

72.2 EROSION PROBLEMS (Amended 1993) Members are required to prevent and correct erosion problems originating from their property and thus depositing materials on roads, other property, and/or in the lake. Failure to correct these problems may result in LSPOA making repairs and billing the property owner.

75.1 ELIGIBILITY FOR TRUSTEE (Amended 1995) Any nominee for Trustee whose dues are not paid in full shall have his/her name withdrawn from the ballot. Any Trustee who fails to keep his/her membership in good standing shall be removed from the Board.

75.2 MEMBERSHIP DUES (Amended 1984, 1986, 1993, 1995 and 1996) The annual dues is established at the Annual Membership Meeting. The current annual dues are **\$275.00** per member and a General Maintenance fee per each lot owned of **\$30.00** per year.

75.3 PREPAID DUES (Amended 2010) In the event that a property owner has prepaid dues and fees and should sell or otherwise dispose of all of his/her Lake Seneca property, LSPOA agrees to refund that portion of the dues applicable to the years following the current dues paying period.

76.1 ASSOCIATION CHECKS (Amended 1985, 1993, 2005, 2006) The President, Treasurer & Assistance Treasurer are authorized to sign checks for the Association. Two signatures is required for checks over 1,000.00. Federal, State or Local taxes would require one signature if two trustees are not available to sign due to the fact if these are not sent on time, we will be charged a penalty. Present bank has a signed authorization for this.

76.2 LEGAL FEES For any judgment lien required to be placed by LSPOA on foreclosures and judgment liens, legal fees, recording fees, and releasing fees shall be added to the moneys due LSPOA.

76.3 (Rescinded 1995) Transferring of funds by the Treasurer.

76.4 LIABILITY INSURANCE (Amended 1995) Anyone contracted by LSPOA must show proof of liability insurance.

77.1 DAM CONTROLS The gates of the weir box will be secured so as to be inoperable except in an emergency or for maintenance.

77.2 RESTAURANT AND STORE (Lot #177) (Rescinded 4-10-03) (Reinstated and Amended 11-9-06) Does not pay annual Membership Dues as long as restrooms remain open to members and are maintained in a sanitary condition from Memorial Day through and including Labor day.

77.3 ACCOUNTING METHOD The cash basis accounting method is used for tax purposes.

77.4 (Rescinded 1995) Vehicle safety

77.5 LIFE GUARD AND SECUTIRY GUARD DUTIES (Amended 2005) No life guard is provided by LSPOA. All beach facilities used by members is at their own risk.

77.6 (Rescinded)

77.7 LAKE EMPLOYEES Any property owner employed by LSPOA or issued a contract by LSPOA must have a paid up account or authorized the deduction of the balance due from wages or contracted amount.

78.1(Rescinded 1995) BRIDGE LOAD LIMIT

78.2 PAYING OF BILLS The Treasurer shall pay all normal recurring bills, i.e., utilities, wages, taxes, general maintenance, etc. Unusual bills require Board of Trustee approval for payment.

78.3 AVAILABILITY OF RULES (Amended 1993) A complete set of rules is made available to new members of LSPOA. Additional copies available at the cost of copying.

78.4 NUMBERING SYSTEM (for rules) The annual- numeric numbering system is used for all rules.

78.5 LOAD LIMITS (Amended 1985 , 1995 and 2005) The load limit on all roads is 15,000 pounds per axle. The load limit on the dam is 6000 pounds. The load limit on Seneca Dr. bridge is 24000 pounds gross vehicle weight and for the Seneca Isle bridge 30000 pounds gross vehicle weight.

79.1 (Rescinded 1993) LOT MOWING INSPECTION DATES

79.2 (Rescinded 1986) MOWING CUT-OFF DATE

79.3 SNOW REMOVAL Parking is not permitted on streets if two (2) or more inches of snow has accumulated; upon removal of the snow parking may be permitted.

79.4 (Rescinded 1995) MEMORIAL PARK

86.1 (Rescinded 1990) RECREATIONAL VEHICLE PARK

88.1 EXCAVATION PERMIT (Amended 1991) Prior to the commencement of any construction requiring excavation a property owner must have an "Excavation Permit" approved by the designated Representative to the Board of Trustees. Excavation requiring a permit includes: excavating for basements, foundations, and/or slabs for buildings, excavating for septic systems, excavating to change the level of waterfront property including any change at or below the water line, excavating of ditches to install culverts, excavation for the laying of drainage tiles, excavation that changes the contour of any lot resulting in the possibility of a change in the direction of water flow over the lot.

- A. Following excavation, landscaping must be completed within one year, insuring that eroded materials do not reach the lake or move to another member's property.
- B. Following the initial excavation, waterfront protection must be installed to prevent wave erosion and/or bank undercutting. Protection must be of sufficient height and thickness to prevent damage to the shoreline. Protection must be installed within one calendar year following the initiation of excavation. (See also 91.1)

89.1 ALL-TERRAIN AND RECREATIONAL VEHICLES (Amended 1993, 1995, and 2005) No ATV's or other Recreational vehicles are allowed within the Lake Seneca Subdivision boundaries unless titled or registered to a property owner in good standing or member of the property owner's immediate family, a bill-of-sale may be used to show proof of ownership.

For safety an orange flag with a minimum six (6) foot post shall be displayed of all ATV's and Mopeds. The operator of any ATV or recreational vehicle that operates such vehicle on Lake Seneca Property or within the Lake Seneca Subdivision boundaries without proof of ownership and display of a flag shall be deemed a trespasser and subject to trespass laws.

Inexperienced operators are encouraged to take and pass an ATV safety course offered by the ATV club or interested members at Lake Seneca. Unsafe operation will result in loss of privileges at Lake Seneca.

89.7 DOCK SPACE, ASSIGNMENT OF (Amended 1993, 2005) The President of the Association is authorized to assign dock space to all off lake members in areas where this convenience is limited.

- A. LSPOA may build and maintain docks from Lake Seneca Property.
- B. Such docks may be rented by a member in good standing for a fee established annually by the Board of Trustees
- C. Dock spaces will be assigned, previous years renter in good standing having first choice, followed by any member in good standing having second choice, members in good standing wanting to rent multiple dock spaces will have third choice. This does not entitle members to additional docks next year.
- D. Boats and equipment are left at the owner's risk.

91.1 REQUIREMENTS FOR THE FILLING AND TILING OF ROADSIDE DITCHES

- A. File a request with association officer responsible for maintenance supervision.
- B. Requirements:
 - (1) Use perforated tile, at lease eight (8) inches in diameter, larger diameter tile is required in areas where the ditch carries high volume of water.
 - (2) Keep the fill slightly lower than the road, at least four vertical inches, thus allowing the water to run off the road's surface.
 - (3) Seed the area, no trees, shrubs, or other plantings are permitted within thirty five (35) feet of the center of the road.
- C. The property owner assumes all maintenance responsibilities of the filled area, and the property owner assumes the cost of maintaining the tile in an operable condition.

93.1 NEAT CONDITIONS OF LOTS Per Deed Restriction 5 – No junk i.e. abandoned vehicles, appliances, or trash, etc. may be left in the open on any lot.

93.2 THE DAM Diving from the dam and/or swimming through the flume is strictly forbidden.

05.1 FENCES (Added January 2005) Board approved **Building Permits** are required before installing fences.

09.1 BUILDINGS AND GROUNDS (Added from By-Laws May, 2009)

Section 2. All culverts and other changes to the ditches along said owner's property must be approved by the Building Committee (compliance with Deed Restriction # 7).

Section 3. Any boat dock will be approved by the Building Committee prior to construction or will be removed at owner's expense (compliance with Deed Restriction # 6).

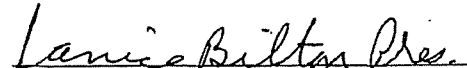
Section 4. The building elevation shall be established prior to construction to allow for proper drainage to the lake, away from said building, and not onto roadways.

Section 5. All electrical wiring shall be in conformance to the national wiring and line codes those restrictions placed thereon by the State of Ohio and Williams County, Ohio;


(Amended by membership May, 2000) There will be a \$50.00 non-refundable building permit fee plus a \$450.00 deposit needed at the time of permit application. The \$450.00 deposit will be refunded if all the rules and regulations as well as the deed restrictions are followed. No damage may occur to any Lake Seneca property or equipment during construction time. If any damage does occur, the cost of repairs will be taken from the deposit, or if an additional amount of damage occurs, the applicant will be assessed.

Section 6. (Amended by membership May, 1995) All plumbing drains, drain vents, etc., shall conform to national, state and local codes, and the main house to the septic tank run shall be at least a four (4) inch pipe with a minimum forty (40) psi rating.

END OF RULES


Janice Bilton, President

Date: 9-2-2010


Ronald L. Parke, Secretary

Date: 9-7-10

DR 0298 REC 2210

201300022317 *AE*
Filed for Record in
WILLIAMS COUNTY, OHIO
PATTI ROCKEY, COUNTY RECORDER
06-14-2013 At 12:19 pm.
DECLARATION 44.00
Book 298 Page 2210 - 2213

201300022317
LAKE SENECA PROPERTY OWNERS ASSOCIATION
PU

**CERTIFICATION OF AMENDED RULES AND BYLAWS OF
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

The Undersigned, Edward E. Yoder, President and Pamela Sheets, Secretary,
respectively, do hereby certify that the attached LSPOA amended Bylaws were duly adopted by
an affirmative vote of a majority of the members of this organization at a meeting of this
organization duly convened on May 19, 2013.

Edward W. Yoder
Edward W. Yoder, President

Dated: 6-14-13

Pamela Sheets
Pamela Sheets, Secretary

Dated: 6-14-13

STATE OF OHIO
WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the
above named, Edward W. Yoder, President and Pamela, Secretary, members of the Board of
Directors of Lake Seneca Property Owners Association, Inc., did sign the foregoing instrument.

IN TESTIMONEY WHEREOF, I have hereunto set my hand and official seal at 233
Seneca Drive, Montpelier, Ohio 43543, this 14th day of JUNE 2013.

SEAL

Carol A. Swiatkowski
Notary Public

Carol A. Swiatkowski
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12-22-15

Prepared by Lake Seneca Property Owners Assoc., Inc.

**NEW AND AMENDED RULES 2012-2013
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

New Rules.....2012

2012.1 NATURE PRESERVE (Added April 2012) No motorized vehicles are allowed in the Nature Preserve with exception of LSPOA Maintenance equipment.

2012.2 PETS (Added September 2012) All pets must be confined to the member's property or under control by owner. No pets are allowed on the LSPOA beach. Members with a complaint should contact county authorities.

2012.3 All new Rules and/or By-Laws (Added September 2012) must be updated and recorded annually by June 15th.

Amended rules.....2012

66.18 RULES GOVERNING THE USE OF ARROWHEAD LODGE AT LAKE SENECA FOR PROPERTY OWNERS AND THEIR GUESTS. (Amended 1980, 1985, 1991, 1993, 1995, 1996, 2000, 2005, 2006 & 2007, 2012, 2013)

A. Reservation of Lodge limited to members in good standing. There shall be a lodge rental fee of \$125 to start in 2013 – 2014 fiscal year. (\$125.00) Fee due at time of reservation which will be non-refundable unless otherwise approved by the Board.

66.18 A.A.A. Any member in good standing found to be renting the Lodge for a Member not in good standing will be denied their security deposit. In addition, that member in good standing will be denied the rental of the lodge for a period of one year.

69.1 NEWSLETTER (Amended 1984, 1993, 2012) There will be four (4) Thunderbird editions per year, all 4 to be electronic and 2 of the 4 to be printed. One issue to precede annual meeting of the members by at least 30 days before the annual meeting (3rd Sunday of May). This publication is sent to all members.

69.2 MOWING LOTS (Amended 1974, 1980, 1993, 1995, 2005, 2012) Each Spring property owners are reminded that in accordance with item five (5) of the Deed Restrictions, property owners agree to keep lot(s) in a tidy manner, and failure to do so, results in maintenance of said lot(s) by LSPOA and charges of Sixty Five Dollars (\$65.00) with a Ten Dollar (\$10.00) surcharge per mowing per lot is assessed. (See rule 79.1 concerning mowing inspection dates).

89.7 F. All watercraft to be removed from Association docks no later than Oct 1st in future years except for docks by ramp or the boat will be removed at owner's expense.

000298 MAR 22 12

**NEW AND AMENDED RULES 2012-2013
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

Amended rules.....2012 cont.

89.7 G. All Association docks and private docks on Association property must be put in and removed with LSPOA approval.

89.7 H. Rental fee for association dock to be \$75. Members renting space only on LSPOA access lots to be charged \$35.

Rescinded Rules 2012

66.21 Rescinded 2012 (see rule 2012.2)

70.5 (rescinded 2012) Association Lawyer

000298 M02210

**AMENDED BY-LAW Articles 4A & 5B & 5J & 11,1a
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

Change By-Law Article 4A to read:

A. Annual Meeting – An annual meeting of the members shall be held at Lake Seneca Subdivision, Williams County, Ohio or as otherwise provided by these Regulations, on the third (3rd) Sunday in the month of September, at the hour of 1:30 p.m., for the transaction of such business as may come before the meeting.

Change By-Law Article 5B to Read:

B. Tenure and Qualifications – A Trustee shall be a member in good standing of the Association. The number of Trustees shall consist of seven (7) active members. The Trustees of said Board are to be elected and to serve for three (3) years vs 2 starting from the 2014 annual meeting election and serve until his/her successor shall have been elected and qualified. If a vacancy occurs and the Board so chooses to fill the vacancy, that individual must be voted on at the next annual meeting to remain as a trustee on the Board. Four vacancies filled in 2013 with 1 & 2 serving for 2 years, then 3 years there on after and 3 & 4 serving for 3 year terms.

Add to By-Law Article 5J to Read:

J. Procedure. The Board of Trustees shall have the right to prohibit the attendance at Board meetings of nonmembers of the Association, in the sole discretion of the Board of Trustees. It is the intent of this provision that, at all times, the Board of Trustees have the authority to protect the privacy of the Association and its members or authorized representatives so as not to expose the Association to claims of invasion of privacy, defamation, slander and similar claims. The Board of Trustees are allowed to hold meetings by conference call with appropriate electronic equipment to be used for legitimate business and/or Board meetings such as cell phones, lap-top computers, Skype and such. Notwithstanding anything to the contrary contained in this Section, the Board of Trustees shall attempt to assure that the provision of Section 5K are adhered to, in and to such extent as is reasonably practicable.

Change Article 11, Section 1a.:

1a. The annual operating assessment (annual dues) and any and all special assessments of any type, nature or composition, may be established in accordance with the voting procedures under these Bylaws at the Annual Membership Meeting, or likewise, may be proposed and presented to the Membership for consideration and vote at any Special Meeting duly called in accordance with the terms set forth in the Bylaws, as amended. The current annual Operating assessment (annual dues) is \$275.00 per membership and a normal lot Assessment (maintenance fee) per lot owned is \$30.00 per year per Deed Restriction 8. The yearly special assessment (dam) is \$350.00 per membership.

R0298 ME3210

201300022558 *72*
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 PATTI ROCKEY, COUNTY RECORDER
 06-26-2013 At 02:20 PM.
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 Book 298 Page 3219 - 3220

201300022558
 LAKE SENECA PROPERTY ASSOCIATION
 ENV

**CERTIFICATION OF AMENDED BYLAWS OF
 LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

The Undersigned, Edward E. Yoder, President and Pamela Sheets, Secretary, respectively, do hereby certify that the attached LSPOA amended Bylaws were duly adopted by an affirmative vote of a majority of the members of this organization at a meeting of this organization duly convened on May 19, 2013.

Edward W. Yoder
 Edward W. Yoder, President

Dated: 6-25-13

Pamela Sheets
 Pamela Sheets, Secretary

Dated: 6-25-13

SEAL

STATE OF OHIO
 WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the above named, Edward W. Yoder, President and Pamela, Secretary, members of the Board of Directors of Lake Seneca Property Owners Association, Inc., did sign the foregoing instrument.

IN TESTIMONEY WHEREOF, I have hereunto set my hand and official seal at 233 Seneca Drive, Montpelier, Ohio 43543, this 26th day of JUNE 2013.

Carol A. Swiatkowski
 Notary Public
 Carol A. Swiatkowski
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES 12-22-15

Prepared by Lake Seneca Property Owners Assoc., Inc.

0298 003220

Adding to Article 11, Section 1a:

Lake Seneca Waterway Cleaning Assessment

Motion passed at the May 19, 2013 Annual Membership Meeting for an assessment for Lake Seneca Waterway Cleaning Assessment of \$145 per membership, per year. This assessment would be limited to 5 years so the LSPOA Inc. would review the need and the amount for the long term care of our lake. The assessment would include the cleaning of 2 sediment pits in the river which is needed to help contain the silt run off coming into the lake, removing of all debris and dredging all the holding areas, the operation of the dredge and the normal maintenance on the dredge completed each year and be ready for the next year. So if there's rebuilding of the dredge, we would have money to do that. Maintaining the sea walls and cleaning of the flip bucket at the Dam. People found cutting and dumping trees or any other debris into the lake would be charged an amount needed to remove these items. There could be a violation fee of \$50.

IR 0300 PAGE 3262

201300024476 *72*
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 WILLIAMS COUNTY, OHIO
 PATTI ROCKEY, COUNTY RECORDER
 10-22-2013 At 02:48 pm.
 DECLARATION 36.00
 Book 300 Page 3262 - 3264

201300024476
 LAKE SENECA PROPERTY OWNERS ASSOC INC
 ENH

**CERTIFICATION OF AMENDED RULES AND BYLAWS OF
 LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

The Undersigned, Janice Bilton, Vice President and Pamela Sheets, Secretary, respectively, do hereby certify that the attached LSPOA amended Bylaws were duly adopted by an affirmative vote of a majority of the members of this organization at a meeting of this organization duly convened on September 15, 2013. Also included is rescinded Rule #70.5 duly adopted by a unanimous vote of the Board Members at a duly convened Board meeting on May 10, 2012.

Janice Bilton
 Janice Bilton, Vice President

Dated: 10-22-13

Pamela Sheets
 Pamela Sheets, Secretary

Dated: 10-22-13

STATE OF OHIO
 WILLIAMS COUNTY, SS:

Before me, a notary public in and for said County and State, personally appeared the above named, Janice Bilton, Vice President and Pamela, Secretary, members of the Board of Directors of Lake Seneca Property Owners Association, Inc., did sign the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at 233 Seneca Drive, Montpelier, Ohio 43543, this 22nd day of OCTOBER 2013.

SEAL

Carol A. Swiatkowski
 Notary Public

Prepared by Lake Seneca Property Owners Assoc., Inc.

Carol A. Swiatkowski
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES 12-22-15

**AMENDED BY-LAW Articles 3C & 3D & 4A & 11B,5a & 11B,5b
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.**

Change Article 3, Section C to read:

Voting Power The member or members in good standing, collectively, of each Lot shall be entitled to one vote per membership. If any member owns more than one lot and there are separate dwellings on said lots, the member shall be assessed an annual operating assessment (annual dues) and any special assessments for each lot containing a dwelling **and shall be entitled to one (1) additional vote per each separate dwelling.** In the event there is a dwelling occupying two adjacent lots, there shall be one annual operating assessment (annual dues), normal lot assessment for each lot owned, and any special assessment for each membership. The amount of the annual operating assessment (Annual dues) is subject to change provided in Article 11 of these By-Laws.

Change Article 3D Paragraph 1 to read:

During any period in which a member shall be in default in the payment of any dues, or any Annual or special assessment levied by the Association, or shall be in default of the performance of any other obligation of a member of this Association, the voting rights and the right to use of the Common Facilities by such member **shall** be suspended by the Board of Trustees until such dues or assessment has been paid, or such default cured.

Change Article 4A Paragraph 2 to read:

Any member, **in good standing**, may propose motions at the meeting if the text of such motion is submitted to the Board for publication a minimum of **forty-five (45)** days but not more than sixty (60) days before the meeting. Such proposal shall be signed by at least five (5) members of the Association **in good standing.**

Change Article 11B,5a to read:

If any installment of any assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, and attorneys' fees. Interest on the entire unpaid balance of such assessment at the rate of eighteen percent (18%) per annum, or the highest interest rate permitted by law, if greater than eighteen percent (18%) **shall** be added.

Change Article 11B,5b Second Sentence to read:

If the amount remains unpaid for sixty (60) days after the same has become due and payable, **and the amount is over \$100**, the owner/owners name **shall** be turned over to a collection agency or an attorney. **A list of all member's account status and financial obligations to the Association will be available to all members at any Board meetings open to the membership and the annual membership meeting.**

AMENDED RULE # 70.5
LAKE SENECA PROPERTY OWNERS ASSOCIATION, INC.

Rule #70.5 currently reads – Association Lawyer: LSPOA will retain a corporation lawyer from Williams County; if none available in Williams County, the attorney will be recruited from an adjacent county.

Change Rule #70.5 to read – 70.5 (Rescinded 2012) Association Lawyer