

Warranty Deed  
By a partnership

1. USES:

- A. No lot shall be used other than for residential purposes.
- B. No noxious or offensive activity shall be carried on upon any lot, or in the open space, nor may any lot, or the open space, be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupants of the dwellings of the other lots.
- C. No business activities of any kind whatsoever shall be conducted on any lot, or in the open space; provided, however, the foregoing shall not apply to the business activities, or the construction and maintenance of the buildings, if any, of Grantor, herein, his agents, and assigns, during the construction and sale period.
- D. No building shall be used as a permanent residence by more than four (4) persons at any time.
- E. No dwelling shall be rented or used for transient or hotel purposes, which is defined as (i) rental for any period less than 30 days, or (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry like services. No dwelling shall be otherwise used as a rental property or leased property except as authorized by Section 14 of these Restrictions. (Amended to add last sentence on 4/28/2006)
- F. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.
- G. No material shall be burned in fireplaces at any time that produce heavy smoke, soot, or obnoxious odors.
- H. No person shall use the bicycle/jogging paths or any part thereof or any other part of the subject premises which is reserved through common use through easement or other means in any manner contrary to or in accordance with such rules and regulations pertaining thereto as may from time to time be adopted by Weybridge Homeowners Association. Inc. (hereafter called the "Association") or in any manner which restricts or impedes the use thereof by other lot owners. This restriction shall not apply to easements granted to Muirfield, Ltd. and/or Muirfield Association, Inc.
- I. Nothing shall be done or kept in any building or on any lot or in any easement area which will increase the rate or result in the cancellation of insurance on any building on the subject premises or the contents thereof or which would be in violation of any law. No waste shall be committed in any buildings or any lot, or in any easement area.
- J. No lot owner shall impair any easement without first obtaining the written consents of the Association and the lot owner or owners for whose benefit the easement exists.

2. BUILDINGS, CONSTRUCTION, EXTERIOR, PARTY WALLS:

- A. Only one (1) single-family attached dwelling may be erected or maintained on a lot. The single-family dwelling when attached to another single-family dwelling located on the adjacent lot shall be known as a twin single. It is understood and agreed by the Grantee, for himself and each owner of a lot hereafter, that by reason of present zoning and building regulations or by reason of good land use planning or by reason of providing coordinated community design encompassing all the lots no lot. by itself would support a free-standing, single-family structure; and Grantee, and such lot owner, by acceptance of a deed to a lot, agrees that the limitation of use of the lots for one (1) single-family attached dwelling per lot is reasonable and does not and will not constitute an unreasonable limitation on the use of the lots.
- B. Lots may be deeded separately following the construction of said twin singles across said lot lines either by lot designation or by survey description if required due to the physical location of said improvements. If any portion of the common wall or said improvements shall appear to encroach upon the adjacent lot, there shall be deemed to be mutual easement in favor of each of the owners of the common wall and the improvements of the extent of such encroachment so long as the said improvements exist. The Grantor reserves the right, by way of filing for record a supplement plat, to locate structures, fences and projected initial plantings. The following restrictions shall be held and considered as applying to all lots utilizing a common lot line for the location of a common wall in the erection of twin single family dwellings:
- (i) As to the structures that are erected across lot lines (shown on the recorded plat as lot lines), it is contemplated that the common wall between the two single family dwellings contained in the same structure will be erected over the lot line of those lots described herein and as shown on the recorded plat.
- (ii) The center wall or common wall (also referred to herein as a party wall) dividing the two residential units shall be constructed of soundproof and fireproof materials necessary to meet Village of Dublin Building Regulations.
- (iii) As to each lot hereinafter conveyed upon which there is constructed or to be constructed a twin single structure that has a lot line as shown upon the recorded plat, there is hereby reserved the right in and to the party wall as it actually exists, and title to each such lot is taken subject to such party wall, which shall be binding upon all successors in title thereto including any mortgagee, owner by reason of tax sale or foreclosure or otherwise, and shall not abate upon a common owner's acquiring title to both lots involved but shall continue and run with the land and shall not end or terminate upon any change or variation in the restrictions placed upon the subject premises.
- (iv) The area between the attached single family dwelling shall contain one wall, which shall be designated as a common wall, and a party wall

easement is given and retained for the common wall of the twin single erected on said lot line, which shall be binding on the heirs, representative, administrators, successors and assigns to this agreement.

(v) Nothing herein contained shall hinder, limit or prevent an owner from separately mortgaging or creating a valid first mortgage lien on either half of said twin single. Any mortgagee may acquire title by deed, foreclosure or otherwise, to either half of said twin single.

(vi) This agreement as between the owners of lots containing a party wall easement shall be perpetual and at all times shall be construed as a covenant running with the land, which shall terminate at such time as said two lots that adjoin each other through the common lot line are no longer used or no longer contain a structure having a common wall.

(vii) Neither owner of either of a twin single structure shall do, permit or suffer anything to be done which will impair the structural integrity of the common wall or related elements or obstruct or interfere with the right of the other common owner to use the same

(viii) The cost of repair and maintenance of a party wall shall be borne equally by the lot owners of the two lots which share such party wall.

Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of a lot owner, residents or invitees of only one lot, whether or not there was negligence or a willful act, the lot owner of that lot shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be born by each lot owner shall be settled by submitting the dispute to the association, whose decision shall be final and binding upon both lot owners.

(ix) If a party wall is destroyed or damaged by fire or other casualty, then unless the lot owners in the building decide not to repair the structure, the party wall shall be repaired or replaced and the owners of the two lots which share such party wall shall contribute equally to the cost of restoration thereof, without prejudicing, however, to the right of one of the lot owners to call for a larger contribution from the other lot owner under the terms hereof or any rule of law regarding liability for negligence or willful acts or omissions, or to the right of the party or parties restoring the same to reimbursement from insurance.

(x) In all construction, repair and maintenance work regarding a party wall, due precaution and care shall be taken not to damage the property of the other lot owners.

(xi) The owner and successors in title to each lot upon which there is constructed or to be constructed a twin single upon a common lot line shall be subject to the obligations and benefits set forth in this paragraph 2, which shall run with the land.

C. Any building or buildings or structure erected upon the lot or lots shall be of new construction, and no building or structure shall be moved from another location onto a lot or the lots.

- D. No building constructed on the lots shall exceed twenty-four (24) feet in height above grade elevation, nor shall any portion of any building more than twelve (12) feet above grade elevation be used for living quarters.
- E. No structure of a temporary character, including but not limited to tents, shacks, trailers, barns or other outbuildings shall be erected on any portion of a lot or in the open space at any time, either temporarily or permanently.
- F. Except for those things originally provided by Grantor or thereafter consented to in writing by the Association, nothing shall be caused or permitted to be hung, displayed or stored on the outside of windows or placed on the outside of walls or roof of a building or on the exterior walls of the patios, or otherwise outside of the dwelling on a lot, including but not limited to signs, awnings, canopies, radio or television antennas or any other devices or ornaments, nor shall anything be permitted to be displayed from the inside of windows or within a patio area that has a deleterious effect upon the other lots. The Association shall have final authority in determining whether anything has a deleterious effect upon any other lot.
- G. Each lot owner must provide drapes or curtains with linings for all his windows, which drapes or curtains shall be a neutral color when viewed from the exterior.
- H. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Association and (ii) signs used by the Grantor, its successors and/or assigns to advertise lots and residences for sale during the construction and initial sales period.
- I. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any lot or the outside of any building or in the open space.
- J. No garbage cans shall be stored outside of any building on any lot or in the open space.
- K. No wood piles shall be maintained in the open space or outside of any building on any lot except within the confines of the original constructed patio area at the rear of each dwelling unit.
- L. No boat, truck, trailer, camper, inoperative vehicle or similar vehicle or other personal property shall be stored temporarily or permanently, on any lot or in the open space.
- M. Lot owner's automobiles, motorcycles, and other vehicles shall be parked in the garage and shall not be parked on driveways, in the streets or elsewhere on any lot for more than one hour out of each twenty-four hour day unless longer periods are made necessary temporarily because of repairs to the driveway or garage.
- N. No bicycles, wagons, toys, benches, chairs, baby carriages, playpens or similar type items shall be allowed to remain in public view on any lot when such items are not in use.
- O. No garage doors may be allowed to remain in open position at any time except when the doorway is being traversed.

- P. No lot owner shall take or permit any action which will impair the structural integrity or safety of the building on his or any lot.
- Q. No permanent structure, other than a dwelling and such other improvements as may originally have been constructed by Grantor, its successors and assigns, shall be permitted on the lots, except with the written consent of the Association.

3. EASEMENTS:

- A. Easements for the installation and maintenance of utilities, drainage facilities and overlot drainage are reserved upon, across, over, under and through all areas designated "easements" as shown on the recorded plat and other instruments of recorded within the limits of these easements, the grade specified on the Master Grading Plan must be complied with, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of utilities or which may change the directions of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In the event of a dispute as to compliance or noncompliance with the Master Grading Plan for the subject premises, the decision of the registered engineer's or registered surveyor's firm who prepared the same, its successors and assigns, shall be final. Any improvements, fences or plantings made within the easement area are subject to removal upon seven (7) days written notice to carry out the intent of this paragraph. The easement area of each lot and all improvements in the easement area shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility is responsible.
- B. There are hereby created upon, across, over, under and through each lot easements for ingress, egress, installation, replacement, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity and a master television antenna system or cable television. By virtue of these easements, it shall be expressly permissible for the providing utility company to construct and maintain the necessary underground equipment on said property and to affix and maintain wires, circuits and conduits on, across and through the exterior walls of structures and it shall be expressly permissible for the providing utility company and each lot owner to forcibly enter the residence on any lot in any emergency endangering life or property. An easement is further granted to all police, fire protection, ambulance, mailmen, deliverymen and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocate on the lots except as initially programmed and approved by the grantor herein or hereafter approved by the owners of the lots over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided

- request a specific easement by separate recordable document, each lot owner, by acceptance of a deed to a lot, agrees to execute such document.
- C. There is hereby created upon, across, over, under and through each lot easements to the Association for ingress, egress, installation, replacing, repairing and maintaining all landscape features and areas, including but not limited to lawns, shrubs, trees and beds.

4. MAINTENANCE AND REPAIR:

- A. Each lot owner will keep the improvements on that lot owner's lot in a good state of repair and maintenance and will keep the open areas on his lot in neat and clean condition, free of trash, rubbish and items that would detract from the appearance of the lots as a whole. In addition, each owner must re-stain or re-paint the exterior of his unit at least as often as the frequency determined by the Board of the Association or by a majority of the unit owners as being necessary for all units in the Association. If any lot owner is not maintaining and not repairing his lot and the improvements thereon in accordance with the foregoing standards and if the violating lot owner on written demand of the Association fails or refuses to make the demanded repair or maintenance, the Association is hereby empowered to enter upon such premises to make the needed maintenance and/or repair, with the cost thereof to be assessed to the lot owner.
- B. Each owner will furnish water for his watering and lawn, trees and plants in the vicinity of his unit; and any officer, agent or authorized representative of the Association shall have the right from time to time to draw water from any owner's outside water taps for the purpose of watering the lawn, trees and plants located on the owner's lot in the event the lot owner fails or refuses to do so.

5. MAINTENANCE SERVICES BY ASSOCIATION:

- A. The Association may, at any time upon giving sixty (60) days' written notice to any lot owner, elect to furnish landscape maintenance service to such owner's lot, including all or any of lawn cutting, edging, trimming, fertilizing, application of weed killer, trimming of trees and shrubs, weeding of beds and spraying of trees and shrubs. In such event, the cost of providing such services shall be assessed equally among all the lot owners receiving such services. Any lot owner who does not receive landscape maintenance service through the Association shall maintain the open areas on each lot owner's lot either (i) to the same or better maintenance standards as provided by the Association or (ii) in the event such services are not provided to any lots by the Association, to at least the average standards of maintenance prevalent throughout the development on the subject premises. The decision by the Board of Trustees of the Association to furnish landscape maintenance to any lot shall be binding upon the owner of such lot, after receipt of the aforesaid required written notice, and the owner of such lot shall not thereafter interfere with or obstruct in any way the furnishing of landscape

maintenance services by the Association to whatever maintenance standards may be determined from time to time by the Trustees of the Association to be appropriate and desirable. The collection of any landscape maintenance assessments made pursuant to this paragraph shall be lienable in accordance with the provision of Paragraph 13 hereof. The Association may, at any time, upon giving ninety (90) days written notice to any lot owner, terminate its landscape maintenance service to such lot owner's lot.

- B. The Association may elect to contract for regular weekly refuse pickup for all lot owners if such service is not provided by the local municipal government on a non-fee basis. The cost of providing such services shall be assessed equally among all lot owners receiving such services. If the Association elects to furnish this service, all owners shall comply with the reasonable instructions of the Association with respect to the day and time of pickup, the types of containers to be used, and the location where each lot owner shall place refuse for pickup. In addition, if the Association elects to furnish this service, the Association shall have the right to enter into an exclusive contract with the provider of the refuse pickup service and to exclude all other providers from servicing the subject lots.

6. INSURANCE:

- A. Each lot owner shall obtain and at all times maintain insurance for the improvements on his lot against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fire and extended coverage policies issued on residential dwellings in the Village of Dublin, Ohio area in amounts at all time sufficient to prevent the lot owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and not less than the actual replacement cost of such structure, exclusive of the cost of the foundation, footing and excavations, as determined from time to time by the insurer. This insurance:
- (i) shall be obtained from an insurance company authorized to write such insurance in the state of Ohio which has a financial rating of Class VI, or better, or if class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;
  - (ii) shall be written so as to designate the other lot owner in the building and their mortgagee(s) as co-insureds, as their interests may appear, as to a twin single;
  - (iii) unless otherwise determined by the Association Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and trustees and all lot owners; and
  - (iv) shall provide that the other lot owner shall receive no less than thirty (30) days' written notice prior to cancellation and the opportunity to cure defaults and to pay premiums, as to a twin single.
- B. Each owner of a twin single shall provide the other lot owner in the

building with a memorandum copy or other reasonable evidence of the insurance policy so obtained and evidence of premium payment. In the event any lot owner shall fail to obtain or maintain such insurance in effect, the other lot owner in the building may obtain the same, and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the lot owner of the lot for which such insurance was obtained. Failure at any time of a lot owner to provide evidence of such insurance to the other lot owner in the building shall be conclusive evidence to the other lot owner that such insurance is not being maintained and shall entitle such other lot owner to acquire the same.

7. DAMAGE OR DESTRUCTION. In the event the improvements on a lot shall suffer damage or destruction, the owner of such lot shall forthwith repair, restore or reconstruct such damaged improvement. The insurance proceeds payable by reason of such damage or destruction, subject to the prior rights of any first mortgagee, shall be utilized to pay the cost of repair, restoration or reconstruction and, if the proceeds available from such insurance are insufficient to pay such cost, the repair, restoration or reconstruction shall be made in any event and the deficiency paid by the lot owner of the lot on which such improvements were damaged or destroyed. Should such lot owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the Association, or in the case of a twin single the Association or the owner of the other lot in that building, may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the lot owner failing to undertake such work or pay the cost thereof.
8. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the lots, other than originally constructed by Grantor or its designee, nor shall any exterior addition or change or alteration thereto be made, nor shall any exterior colors or type of coating of any building be changed until the written plans and specifications showing the nature, kind, shape, height, materials, color and location have been approved in writing by the Association, which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography. The garage shall never be converted to other than the use for which it was constructed.
9. LANDSCAPE CONTROL. No trees, shrubs, sod, grass or other landscape features may be installed on all or any part of any lot except in accordance with the landscape plan originally installed by Grantor herein or its designee, nor shall any originally installed tree, shrub, sod, grass or other landscape feature be removed without replacement of like kind, unless an alternative written landscape plan (including specifications)



for such lot, prepared by a registered landscape architect, has been approved in writing by an authorized representative of the Association, in which case such alternative landscape plan shall be implemented. Such alternative landscape plan shall bear a legend stating that the landscape architect who prepared the alternative plan has personally inspected the site and considers the alternative plan compatible with the landscape plans on the lots surrounding the lot for which the alternative plan was developed.

10. ENFORCEMENT. Enforcement of these restrictions may be had by any lot owner and/or the Association, its successors and assigns, by proceedings at law or in equity or both, against any person or persons violating or attempting to violate any restriction or change now or hereafter imposed by the provisions of this document; and such proceedings may be had either to restrain violation or enforce compliance or to recover damages, or any or all of them. No failure, however long continued, to object to any violation or to enforce any restriction contained herein shall be deemed a waiver of a right so to do thereafter, as to the same breach or as to one occurring prior or subsequent thereto.
11. JOINT AND SEVERAL OBLIGATIONS. Each and every obligation of a lot owner hereunder shall be the joint and several obligation of each owner of a fee-simple interest in that lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto, to or by one of such joint owners, shall be deemed given, taken, or received by all such joint owners.
12. ESTABLISHMENT OF ASSESSMENT. For the purposes of providing funds to carry out the responsibilities of the Association hereunder, the Trustees of the Association shall, prior to January 1 of each year, determine an estimated budget for the following calendar year. The annual assessment chargeable to each lot shall be equal to the cost of services provided divided by the number of lots receiving services. Assessments shall be collected quarterly. Installments of assessments which are delinquent for thirty (30) days shall earn interest at the rate of ten (10%) per cent per annum from due date until paid.
13. ESTABLISHMENT OF LIEN. The Association, its successors and assigns shall have the right, as to each lot or parcel in Weybridge Section 1, Section 2(A), and Section 2(B) subdivisions, as to such assessments that are not paid when due, to file with the Recorder of Delaware County, Ohio, a certificate as to such unpaid assessment(s), such certificate to be in the amount then unpaid and due for such assessment(s). The amount set forth in such certificate shall be a lien upon the real estate involved from the time of filing with the Recorder. Within thirty (30) days after filing, the Association shall mail by certified mail, return receipt request a copy of such certificate to the last known address of each such lot owner, upon his

failure to pay the amount of such certificate within fifteen (15) days after mailing, the Association, its successors and assigns, shall have the right of foreclosure, as in a mortgage, upon the real estate involved for the amount of the lien. If the amount of such certificate is paid within such 15-day period, the Association shall cause a cancellation of such lien to be filed for record with the Recorder of Delaware County, Ohio. The cost of filing such lien and any cancellation thereof shall be borne by the lot owner. The Association shall have no obligation to continue furnishing services to said lot or parcel until such lien and filing costs have been paid in full.

14. SALE, LEASE, OR OTHER ALIENATION.

A. LEASES. Subject to the following exceptions, no lot owner may lease or rent his/her/its lot and/or the building thereon for any purpose.

(i) To meet special situations and to avoid undue hardship or practical difficulties, the Association, by a majority vote of the Board of Trustees of the Association, may grant one time permission to a lot owner to lease his/her/its lot and/or the building located thereon to a specified renter for a period of no less than four (4) consecutive months nor more than twenty-four (24) consecutive months, provided that said lease is made subject to all applicable deed restrictions and other rules of the Association.

(ii) A parent may lease his or her lot and/or building located thereon to the parent's child. A child may lease his or her lot and/or the building located thereon to the child's parent. For purposes of this subsection, a parent shall include, and be limited to, a natural parent, a step-parent, or an adoptive parent. For purposes of this subsection, "child" shall include, and be limited to, a natural child, a step-child, or a child who has been legally adopted by the parent. To be valid, all leases entered into pursuant to this subsection must be registered in writing with the Association and approved by majority vote of the Board of Trustees of the Association.

(iii) Lot owners who are leasing or renting their lots and/or buildings located thereon on the effective date of these amendments to the deed restrictions may continue to do so only until the expiration of the current lease; thereafter, a lot owner may only lease or rent his/her/its lot and/or the building located thereon as set forth in subsection (ii) above. To be valid, all leases or rental agreements authorized or entered into pursuant to this subsection must be registered in writing with the Association.

B. SALES AND OTHER TRANSFERS. All sales and other transfers of lots and/or the buildings located thereon are subject to the following notification requirements and conditional rights/options of the Association and the other lot owners.

(i) In the event a lot owner desires to sell or otherwise dispose of his/her/its lot and/or the building located thereon, he/she/it shall first notify both the Association and the other lot owner in his/her/its building by written notice delivered personally or sent by certified mail, return receipt requested, outlining the terms and conditions of the proposed sale or other disposition.

(ii) Before the lot owner may sell, lease or otherwise dispose of his lot and/or building, the Board of Trustees of the Association, acting on behalf of the Association, shall have the first right and option to purchase, lease, or otherwise obtain such lot and/or building upon the same terms and conditions as the selling lot owner proposes. The Association may exercise that option within fifteen (15) days following the receipt of notice of proposed sale or other disposition, from the selling lot owner by giving to the selling lot owner written notice that the Association exercises its option. If the Association timely exercises its option, the selling owner shall sell, lease, or otherwise dispose of his/her/its lot and/or building thereon to the Association according to the terms and conditions proposed.

(iii) Subject to the prior right of the Association to purchase, lease, or otherwise obtain such lot and/or building upon the same terms and conditions as the selling lot owner proposes, the other lot owner in the same building shall have the right and option to purchase or otherwise obtain such lot and/or building upon the same terms and conditions as the selling lot owner proposes. The other lot owner may exercise that option within ten (10) days following the receipt of notice of proposed sale or other disposition, from the selling lot owner by giving the selling lot owner and the Association written notice that he/she/it intends to exercise his/her/its option, which option is subject to the option of the Association. If the other lot owner in the same building timely notifies the selling owner and the Association of his/her/its intention to exercise his/her/its option, and the Association fails to exercise its option, the selling lot owner shall sell, lease, or otherwise dispose of his/her/its lot and/or building located thereon to said other lot owner in accordance with the terms and conditions proposed.

(iv) In the event that neither the Association nor the other lot owner in the building exercises the options available to them as set forth herein, the selling owner may sell or otherwise dispose of his/her/its lot and/or building located thereon in accordance with the terms and conditions proposed to any other person or entity.

(v) If the selling owner changes the terms and/or conditions from those set forth in his notice to the Association and the other lot owner, he must give written notice to the Association and the other lot owner of those changes. The Association and the other lot owner in the same building should have the options set forth herein to purchase, lease, or otherwise obtain such lot and/or building upon the new terms and conditions. If the Association and/or the other lot owner fails(s) to exercise the options available to them, the selling lot owner may sell or otherwise dispose of his/her/its lot and/or building upon the new terms and conditions.

(amended on 4/28/2006)

15. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision, which shall remain in full force and effect.

16. AMENDMENT.

- A. The covenants and restrictions of this document shall run with and bind the land for the term of twenty-five (25) years from the date hereof, after which time they shall automatically extend for successive periods of ten (10) years each, provided, however, that this document may be terminated or amended at any time by a duly executed and recorded instrument signed by the owners of seventy-five (75%) percent of the lots (combined eighty (80) lots of the three Weybridge development sections, 10/04/2004 amendment combined the three sections for voting purposes).
- B. Notwithstanding the foregoing, the Grantor herein and the Grantee herein reserve the right, as long as either of them owns property in Weybridge Section 1, Section 2(A), and Section 2(B) subdivisions but not longer than five (5) years from the date hereof, to waive, terminate and/or modify any or all of the covenants and restrictions to comply with any requirement, order, decision, statute, regulation, policy or other directive issued by any local, state, federal or other government body which includes but is not limited to the Federal Housing Administration, Department of Housing and Urban development and the Veterans' Administration, which directly or indirectly affects any lot in said subdivision. The Grantor and the Grantee herein intend that this covenant shall pertain to the land and shall be deemed a personal covenant. The Grantor herein and/or Grantee herein may enforce this covenant against any subsequent grantees, their heirs, successors and assigns. The Grantor herein and the Grantee herein do not intend this covenant to negate in any way the purpose of uniform development of said subdivision.

NOTES

The above has been retyped only for purposes of consolidation of the initial Warrant Deeds for the three Weybridge development sections (1, 2 (A), 2(B)) plus the two amendments (to DEED Section 16 (A) and Section 1 (E) plus Section 14), also for readability and copying.

There were three initial versions for different lot groups, identical except for building Section identifiers in section 13 and 16 (B) recorded as follows.

Delaware Deed Book Vol 451 Pages 0448 et seq. 11/16/1982

Lots 885-912 (28 total), Sec. 1, Plat Book 16, Page 45

Delaware Deed Book Vol 457 Pages 0767 et seq. 11/3/1983

Lots 935-948 (14 total), Sec. 2(A), Plat Book 17, Page 62

Delaware Deed Book Vol 464 Pages 0336 et seq. 10/4/1984

Lots 1097-1134 (38 total), Sec. 2(B), Plat Book 17, Page 160

Two amendments, as indicated above, were approved by the Association members and recorded as follows.

AMENDMENT of Section 16 (A) to combine the three Association sections

Delaware Deed Book Vol 548 Pages 0708-15 10/04/2004

AMENDMENT of Section 1 (E) and Section 14 to add leasing restrictions

Deed Book Vol 0704 Page 0386-99 4/28/2006

Copies are also maintained in the president's records (only the initial Deed for Lots 1097-1134).

In the above amendments Section 2(A) is referred to as Section 1 Phase 2, and Section 2(B) just as Section 2. In the recorded deeds both Section 2(A) and 2(B) are referred to as Section 2 but list different lot numbers.