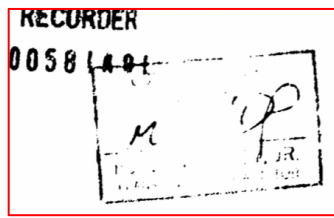


WARRANTY DEED



07252

C15

1 KNOW ALL MEN BY THESE PRESENTS, that:

2 Woodlake Colony, a partnership organized and exist-
3 ing under the laws of the State of Ohio, is the owner of a
4 certain 11.889 acre tract of real estate located in the City
5 of Westerville, Franklin County, Ohio (hereinafter the "Develop-
6 ment") which is presently being developed into a residential
7 community known as Lakeside Forest. Said 11.889 acre tract is
8 more particularly described on the plat of LAKESIDE FOREST
9 (INCLUDES RESERVE D OF LAKESIDE VILLAGE NO. 1) of record in
10 Plat Book 57, at pages 90, 91 and 92 in the Recorder's Office
11 of Franklin County, Ohio (hereinafter the "Plat").

12 Lakeside Forest Association, an Ohio non-profit
13 corporation (hereinafter the "Association"), has been estab-
14 lished for the general purposes of (1) owning, administering
15 and maintaining certain portions of the Development (herein-
16 after the "Common Property"), including without limitation
17 platted private drives and certain improvements and amenities
18 which have been or will be constructed on the Common Property,
19 for the mutual use, benefit and enjoyment of the occupants of
20 privately owned portions of the Development, and (2) providing
21 certain maintenance and other services to said occupants, all
22 in accordance with and subject to (a) various easements, cove-
23 nants, conditions, restrictions, reservations, agreements and
24 liens for assessments (hereinafter the "Restrictions") estab-
25 lished by virtue of this deed and other deeds, declarations,
26 plats and other instruments heretofore and hereafter filed of
27 record to create, describe or convey any lots in the Development
28 and/or to create, modify or rescind any such easements, cove-
29 nants, conditions, restrictions, reservations, agreements and
30 liens, (b) the Articles of Incorporation and Code of Regulations
31 of the Association, and (c) any administrative rules and regu-
32 lations adopted pursuant to the foregoing, as any of the same
33 may be lawfully amended from time to time; and (3) providing
34 for the acquisition, construction, management, maintenance and
35 care of "association property", as that term is defined in

NOTES REGARDING THIS DOCUMENT:

This version of the LFA 1981 Warranty Deed was created at the request of 2011-2012 LFA President Dave Parker, to be used for digital searches. It has been formatted to be a word-for-word and line-by-line replica of the legally filed original deed (Instrument Number 198102050053004), which can be downloaded from the Franklin County Recorder's Website at the following URL:

<https://countyfusion5.kofiletech.us/countyweb/main.jsp?countyname=Franklin>

The Recorder stamps on each page of the legally filed deed appear in this document in red boxes to indicate they are graphics imported from the original deed.

RECORDED
00581A02

36 present Section 528 of the internal Revenue Code of 1954 or
37 may be hereafter defined in any amendment or replacement of
38 said section.

39 Woodlake Colony presently contemplates that Lots No.
40 31, 32 and 33 and certain reserves which are designated and
41 delineated on the Plat will be further subdivided without the
42 filing of any amending or supplemental plats by virtue of
43 approvals granted by the Planning Commission of the City of
44 Westerville for the subdivision and splitting of those lots
45 and reserves by deed. Following a series of such splits, it
46 is contemplated that not more than sixty-one (61) separate
47 lots (hereinafter the "dwelling lots") will be created and
48 improved with buildings intended for use solely for residential
49 purposes and purposes necessarily incidental thereto. With
50 the exception of the dwelling lots, the buildings and other
51 improvements thereon and the easements, rights and appurtenances
52 thereto, it is contemplated that all other land, improvements
53 and appurtenances which are part of the Development will become
54 part of the Common Property.

55 All expenses which are incurred by the Association
56 pursuant to the Restrictions and in furtherance of the Asso-
57 ciation's purposes (hereinafter the "common expenses") shall
58 be shared by the owners of the dwelling lots and those other
59 portions of the Development which are still privately owned
60 or controlled and are subject to further subdivision by split
61 approval. The Association may raise funds to pay the common
62 expenses by levying and collecting assessments which shall be
63 the personal obligation of said owners and shall be a lien and
64 charge upon those portions of the Development which they own,
65 as is more particularly described hereinafter.

66 The Developer of Lakeside Forest is Northeast Company,
67 an Ohio corporation and the sole partner of Woodlake Colony.
68 In addition to establishing procedures for determining,
69 levying and collecting assessments to pay the common expenses,
70 Northeast Company and Woodlake Colony intend to establish
71 certain conditions, restrictions and agreements relating to

FRANKLIN COUNTY, OHIO
Recording: FEB 5 1981
PLAT 12345
POWER OF ATTORNEY
RECORDED

72 the use of the Common Property and the dwelling lots, and
73 other easements, covenants, conditions, restrictions, reserva-
74 tions and agreements affecting the Development and the holders
75 of undivided fee simple interests in any portion of the
76 Development.

77 In furtherance of those purposes and in consideration
78 of the sum of One Dollar (\$1.00) and other valuable considera-
79 tion, receipt of which is hereby acknowledged, said Woodlake
80 Colony hereby GRANTS, BARGAINS, SELLS and CONVEYS to said
81 Lakeside Forest Association, its successors and assigns forever,
82 a certain tract of real estate situated in the State of Ohio,
83 County of Franklin and City of Westerville and bounded and
84 described as follows:

85 Being in Lot 4, Section 2, Township 2,
86 Range 17, United States Military Lands
87 and being 11.889 acres of land, more or
88 less, said 11.889 acres being all of
89 Lots No. 31, 32 and 33, Reserves A through
90 W, both inclusive, and the platted private
91 drives known as Beachside Drive (Private
92 Drive), Beech Lane (Private Drive), Birch-
93 wood Lane (Private Drive), Hickory Lane
94 (Private Drive) and Woodlake Drive (Private
95 Drive), as all of said lots, reserves and
96 drives are designated, delineated and
97 described on the plat of LAKESIDE FOREST
98 (INCLUDES RESERVE D OF LAKESIDE VILLAGE
99 NO. 1), of record in Plat Book 57, at
100 pages 90, 91 and 92 in the Recorder's
101 Office of Franklin County, Ohio.

M-204 388
All of
9171-9202
9270-9293
9269-9294
9272-9295
9273-9296
9274-9297
9275-9298
9276-9299
9277-9299
9278-9299
9279-9299
9280-9299
9281-9299
9295
265114

102 TO HAVE AND TO HOLD said premises, with all the
103 privileges and appurtenances thereunto belonging, to the
104 Association and its successors and assigns forever.

105 And said Woodlake Colony, for itself and its suc-
106 cessors, hereby covenants with the Association and its successors
107 and assigns that it is lawfully seized of said premises;
108 that said premises are FREE AND CLEAR FROM ALL ENCUMBRANCES
109 WHATSOEVER, except (1) any easements, covenants, conditions,
110 restrictions, reservations and agreements set forth hereinafter,
111 and in a deed from The Lakeside Village Association to Woodlake
112 Colony, of record in Deed Book 3464, beginning at page 626,
113 and in a deed from Woodlake Colony to The Lakeside Village
114 Association, of record in Deed Book 3466, beginning at page
115 220, both in the Recorder's Office of Franklin County, Ohio,
116 (2) utility easements and building setback lines as shown

117 on the recorded plat of LAKESIDE VILLAGE NO. 1, of record in
118 Plat Book 49 at pages 118 and 119 in said Recorder's Office,
119 (3) other easements, covenants, conditions and restrictions
120 of record, if any, (4) a mortgage from Woodlake Colony to Ohio
121 Financial Service Corporation, of record in Mortgage Record
122 Volume 3456, beginning at page 864 in said Recorder's Office;
123 (5) legal streets and highways, (6) zoning and building
124 laws, ordinances and regulations and (7) real estate taxes
125 and installments of assessments which will become due and
126 payable at the June, 1981 tax collection and thereafter; and
127 that said Woodlake Colony will forever WARRANT AND DEFEND
128 the same, with the appurtenances, unto the Association and
129 its successors and assigns against the lawful claims of all
130 persons whomsoever, except as noted above.

131 This deed is executed and delivered by Woodlake Colony
132 and accepted by the Association on the express understanding
133 and agreement that the real property hereby conveyed shall be
134 and become a part of the "Property" (as hereinafter defined)
135 and shall be held, conveyed, hypothecated, encumbered, leased,
136 occupied or otherwise used, improved or transferred, in whole
137 or in part, subject to the following easements, covenants,
138 conditions, restrictions, reservations and agreements (herein-
139 after collectively referred to as the "Deed Restrictions")
140 which shall be deemed to run with the land, shall be binding
141 upon the Association and its successors and assigns, and shall
142 enure to the benefit of Woodlake Colony and Northeast Company
143 and their respective successors and assigns, the Association
144 and its successors and assigns, and each owner of an undivided
145 fee simple interest in all or any portion of the real property
146 at any time constituting part of the "Property":

147 1. Definitions. The following terms, as here-
148 inbefore and hereinafter used in this deed, shall have the
149 following meanings unless the context requires otherwise:

150 (a) "Articles" and "Articles of Incorporation"
151 mean the articles of incorporation filed with the
152 Secretary of State of Ohio to create the Association
153 as an Ohio non-profit corporation, as they may be
154 lawfully amended from time to time.

155 (b) "Assessments" means the periodic charges,
156 both regular and special, levied and collected by
157 the Association from the lot owners pursuant to the

158 authority granted herein or in other portions of the
159 Restrictions.

160 (c) "Association" means Lakeside Forest Asso-
161 ciation, an Ohio non-profit corporation, and its
162 successors and assigns.

163 (d) "Board" and "Board of Trustees" mean those
164 persons who, as a group, administer the affairs of the
165 Association and serve as its board of trustees.

166 (e) "Building" means a roofed and walled struc-
167 ture and all projections and extensions thereof which
168 are an integral part of the structure.

169 (f) "Code of Regulations" and "Code" mean the
170 code of regulations governing certain activities and
171 procedures of the Association, as it may be lawfully
172 amended from time to time.

173 (g) "Committee" and "Lakeside Forest Design Commit-
174 tee" mean the committee described in Section 5 hereof
175 which shall be appointed by and serve at the direction
176 of either the Developer or the Board of Trustees.

177 (h) "Common expenses" means all expenses incurred
178 by the Association in owning, administering and main-
179 taining the Common Property, providing certain main-
180 tenance and other services to the lot owners, conduct-
181 ing its affairs and generally discharging the duties
182 and obligations imposed upon it by the Restrictions
183 or assumed by it pursuant to authorization granted by
184 the Restrictions.

185 (i) "Common Property" means those portions of
186 the Development, and all improvements thereon and
187 appurtenances thereto, which are owned by the Asso-
188 ciation and are not set aside or intended for further
189 subdivision into one or several dwelling lots, or are
190 otherwise intended for the mutual benefit, use and
191 enjoyment of the occupants of the Development.

192 (j) "Deed Restrictions" means the various ease-
193 ments, covenants, conditions, restrictions, reservations,
194 agreements and liens imposed and created by this deed.

195 (k) "Developer" means Northeast Company, an Ohio
196 corporation, and its successors and assigns, provided
197 those successors and assigns are designated in writing
198 by Northeast Company as successors or assigns of its
199 rights under the Restrictions or with respect to the
200 Development.

201 (l) "Development" means the 11.889 acre tract of
202 real estate located northwest of the intersection of
203 East Schrock Road and Woodview Road in the City of
204 Westerville, Franklin County, Ohio which is being
205 developed as a planned neighborhood development known
206 as Lakeside Forest, together with all buildings and
207 other improvements thereon and all easements, rights
208 and other appurtenances thereto.

209 (m) "Dwelling lots" means those portions of
210 the Development each of which is improved or intended
211 to be improved with a building or part of a building
212 which is intended for use solely for residential pur-
213 poses and purposes necessarily incidental thereto.

214 (n) "Improvements" means and includes, without
215 limitation, buildings, roads, streets, driveways,
216 parking areas, walkways, sidewalks, fences, retaining
217 walls, swimming pools, recreational facilities, patios,
218 decks, stairs, steps, signs, storm and sanitary sewer

219 lines, waterlines, trees, shrubs, plantings, poles,
220 and all other structures and landscaping.

221 (o) "Lakeside Forest" means the planned neigh-
222 borhood development which is currently being developed
223 on the 11.889 acre tract of real estate identified
224 herein as the Development.

225 (p) "Limited Common Property" means certain
226 improvements on the Common Property which are designed
227 or set aside for the exclusive use of the occupant(s)
228 of a single dwelling lot or more than one but less
229 than all of the dwelling lots.

230 (q) "Limited exterior service facilities" means
231 all plumbing, electrical, heating, cooling and other
232 utility or service fixtures, compressors, equipment,
233 tanks, lines, pipes, wires, ducts and conduits which
234 are designed to serve the residence constructed on a
235 single dwelling lot but are located outside the
236 boundaries of that lot.

237 (r) "Lot owners" means the holders of undivided
238 fee simple interests in the dwelling lots, or the
239 holders of undivided fee simple interests in other
240 real estate which is part of the Development and
241 is intended for future subdivision and designation
242 as a dwelling lot or lots.

243 (s) "Occupant" means a person or persons law-
244 fully in possession of a dwelling lot, regardless of
245 whether that person is a lot owner.

246 (t) "Person" means a natural individual, cor-
247 poration, partnership, trustee or other legal entity
248 capable of holding title to real property.

249 (u) "Plat" means the plat of LAKESIDE FOREST
250 (INCLUDES RESERVE D OF LAKESIDE VILLAGE NO. 1), of
251 record in Plat Book 57 at pages 90, 91 and 92 in the
252 Recorder's Office of Franklin County, Ohio.

253 (v) "Property" means and includes the real
254 estate described in this deed (the Development), all
255 presently existing improvements built, installed
256 or erected thereon and all improvements built, in-
257 stalled or erected thereon hereafter.

258 (w) "Tenant" means a person entitled to posses-
259 sion of any portion of the Property or improvements
260 thereon pursuant to a contract with the owner thereof.

261 2. Use of the Common Property. Subject to any
262 limitations imposed by any other provisions of the Restric-
263 tions, the Board of Trustees shall have the right and power
264 to promulgate reasonable rules and regulations governing the
265 operation and use of the Common Property and all recreational
266 facilities, amenities and other improvements which are part
267 of the Common Property. Said rules and regulations shall be
268 binding upon and unure [**sic = enure**] to the benefit of the owners and
269 occupants of all dwelling lots, the holders of any other
270 undivided fee simple interests in any part of the Property,
271 their respective tenants, agents, employees, licensees,
272 invitees, guests and family members, and any other person
273 who uses or has the right to use any part of the Common
274 Property. No such rule or regulation shall discriminate
275 against any individual user of the Property or class of
276 users, provided that it is permissible for the Board to
277 limit the use of the Common Property by minors in order to
278 preserve the character of Lakeside Forest as an adult-
279 oriented community and by non-occupants in order to avoid
280 crowding, excessive use or related problems.

281 The Board may also adopt penalties or sanctions
282 for violations of its rules and regulations, including the
283 promulgation of a reasonable schedule of fines and/or sus-
284 pension of the rights of a lot owner to vote as a member of
285 the Association and/or suspension or limitation of the right
286 of a violator to use all or any part of the Common Property.
287 However, any such penalty or sanction may only be imposed
288 pursuant to the procedures described in Article VII of the
289 Code of Regulations. Further, the Association may enforce
290 any of its rules or regulations through an action for injunc-
291 tive relief brought in any court of competent jurisdiction.

292 Subject to the foregoing, each occupant and his
293 agents, employees, licensees, invitees, family members and
294 guests shall have a right and easement to use the Common
295 Property and the various recreational facilities and amenities
296 thereon in accordance with the purposes for which they are
297 intended. Said right and easement is appurtenant to the
298 dwelling lot occupied by the occupant and may not be severed
299 from that lot or transferred or assigned separately. No
300 Common Property shall be used for any purpose other than the
301 health, safety, welfare, convenience, comfort, recreation,
302 enjoyment or benefit of qualified users thereof and no user
303 may hinder or encroach upon the lawful rights of any other
304 user. Non-resident lot owners shall not have the right to
305 use the recreational facilities on the Common Property
306 except as invitees, family members or guests of occupants or
307 pursuant to the purchase of a membership or the payment of
308 additional fees to the Association.

309 3. Use Restrictions. The Property and the use
310 thereof shall be subject to the following terms, conditions,
311 covenants, restrictions, reservations, agreements, obliga-
312 tions and charges:

313 (a) No dwelling lot shall be used for any pur-
314 pose other than that of a private dwelling place for
315 a single family and for purposes necessarily inci-
316 dental thereto, except that occupants of any dwell-
317 ing lot may use a portion of their residence for an
318 office or a studio other than a music studio, pro-
319 vided that such use does not involve the rendering
320 of personal services upon any part of the Property
321 to one or more customers, clients, patients or other
322 persons who come to the residence or to any other
323 part of the Property, and further provided that such
324 use does not interfere with the quiet enjoyment of
325 any part of the Property by any other occupant. For
326 purposes of this restriction, the single-family dwell-
327 ing may be located in a building containing more than
328 one dwelling unit so long as not more than one such
329 unit is located on each dwelling lot. Woodlake
330 Colony further reserves for itself, Northeast Com-
331 pany and their respective agents, employees, suc-
332 cessors and assigns, the right to use one or more
333 dwelling lots for business and promotional purposes,
334 including but not limited to office and clerical
335 use, sales activities, the display of model resi-
336 dences and other uses incidental to the sale or
337 other disposition of any dwelling lots or the sale
338 or disposition of any other part of the Property,
339 until such time as all dwelling lots which are
340 created or intended to be created at Lakeside Forest
341 have been sold and conveyed to bona fide purchasers
342 for value.

343 (b) No noxious or offensive activity or
344 nuisance of any kind or character shall be com-
345 mitted, suffered or maintained on any part of the
346 Property.

347 (c) No structure of a temporary character,
348 trailer, tent, shack, garage, accessory building

349 or outbuilding shall be used on the Property at any
350 time as a residence, either temporary or permanent. No
351 recreational vehicle, truck, boat or trailer shall be
352 parked or stored at any time on the Common Property
353 except in areas designated by and pursuant to rules and
354 regulations presently or hereafter adopted by the Board
355 of Trustees. The parking of all other vehicles on the
356 Common Property is also subject to all rules and regu-
357 lations which are promulgated by the Board of Trustees
358 from time to time.

359 (d) No animals, including but not limited to
360 livestock and poultry of any kind, shall be raised,
361 bred or kept on any dwelling lot except a reasonable
362 number of dogs, cats or other household pets kept
363 for other than commercial purposes which do not annoy
364 or disturb other occupants. The right of an occupant
365 to keep or maintain any animal on the Property is
366 subject to all rules and regulations which are promul-
367 gated by the Board of Trustees from time to time, and
368 may be terminated if the Board determines, after a
369 hearing conducted pursuant to Article VII of its Code
370 of Regulations and in its full and complete discretion,
371 that maintenance of the animal constitutes a nuisance.

372 (e) No residence on the Property or any part
373 thereof shall be occupied by any person as guest
374 accommodations [sic] for such person of a hotel, motel or
375 transient nature, and, to that end, no person shall
376 occupy any such residence or part thereof pursuant to
377 any lease, sublease or other rental arrangement for
378 any period of time of less than thirty (30) days.

379 (f) Trash, garbage and other waste materials
380 shall not be dumped, deposited or permitted to remain
381 on any part of the Property except in receptacles
382 maintained by the Association for the purpose of waste
383 collection and disposal or in covered containers which
384 are kept within buildings or concealed from view by
385 walls, fences or landscaping sufficient to provide a
386 permanent screen at all times of the year. No open
387 fires are permitted on any part of the Common Property
388 except in outside cooking grills or devices and subject
389 to any rules and regulations adopted by the Board of
390 Trustees.

391 4. Maintenance of the Property. Subject to any
392 maintenance responsibilities which may be undertaken by the
393 Association from time to time, the owner(s) of each dwelling
394 lot shall, at his or their sole expense, maintain all improve-
395 ments on the lot in good condition and repair. The Associa-
396 tion shall maintain all improvements located on the Common
397 Property in good condition and repair and the cost thereof
398 shall be a common expense. Notwithstanding the foregoing,
399 if any improvement on the Common Property requires non-
400 routine service, maintenance, repair or replacement because
401 of the intentional or negligent act or omission of a lot
402 owner or his tenant, or the agent, employee, licensee,
403 invitee, family member or guest of either the lot owner or
404 his tenant, the Association may levy a special lot assess-
405 ment against the lot owner to obtain reimbursement for the
406 cost of providing the non-routine service, maintenance,
407 repair or replacement.

408 The Association may, at its option, undertake to
409 provide routine exterior maintenance for any improvements on
410 the dwelling lots and the cost thereof shall be a common
411 expense. Examples of such maintenance responsibilities
412 which may be undertaken by the Association include, without
413 limitation, the periodic painting and/or staining of the
414 exterior surfaces of the improvements, the maintenance and
415 cleaning of gutters, the maintenance of lighting fixtures

416 and the maintenance and repair of roofs and flashing. The
417 Association may expand or reduce the scope of such main-
418 tenance responsibilities from time to time, and no lot owner
419 or occupant may assume that present exterior maintenance
420 services provided by the Association will necessarily be
421 continued. No lot owner or occupant shall interfere or
422 permit interference with the performance of such exterior
423 maintenance services by the Association, or undertake to
424 perform any maintenance responsibilities which have been
425 assumed by the Association without the express written
426 consent of the Lakeside Forest Design Committee.
427

428 If any lot owner fails or refuses to maintain all
429 improvements on his dwelling lot in good condition and
430 repair and such maintenance is not part of the exterior
431 maintenance responsibilities assumed by the Association
432 pursuant to the preceding paragraph, the Association may
433 serve the lot owner with a written demand that he perform
434 all necessary or desirable maintenance, repairs and replace-
435 ments promptly. if the lot owner fails to complete such
436 work within ten (10) days thereafter, and if the condition
437 of the improvements requiring the maintenance, repairs or
438 replacements creates a danger to public health or safety or
439 significantly diminishes the value of other parts of the
440 Property, the Association may perform any necessary or
441 desirable maintenance, repairs or replacements on behalf of
442 said lot owner and levy a special lot assessment against him
443 to obtain reimbursement for the cost thereof.

444 Each dwelling lot and the improvements thereon are
445 subject to the right and easement for access, by persons so
446 authorized by the Board of Trustees, for the purposes of
447 performing or providing any of the maintenance, repair and
448 replacement services described above, whether on the dwelling
449 lot or on the Common Property.

450 5. Architectural and Design Controls. There is
451 hereby created the Lakeside Forest Design Committee. Said
452 Committee shall be composed of not less than three (3) nor
453 more than six (6) persons, at least one of whom shall also
454 be a member of the Board of Trustees. Until such time as
455 all dwelling lots created or intended to be created as part
456 of Lakeside Forest have been sold and conveyed to bona fide
457 purchasers for value, the members of the Committee shall be
458 appointed by the Developer. Thereafter the members of the
459 Committee shall be appointed or elected by the Board of
460 Trustees and shall serve at the pleasure of the Board.

461 Subject to any guidelines, standards, policies and
462 procedures promulgated by the Board of Trustees, the Com-
463 mittee shall:

464 (a) establish, maintain, preserve and inter-
465 pret specific architectural guidelines and standards
466 as may be necessary or desirable to preserve the
467 beauty, harmony and aesthetic continuity of all
468 improvements which are or become part of the Prop-
469 erty;

470 (b) control, regulate and restrict the place-
471 ment of any outdoor furniture, plants, decorations
472 and ornamentation on any part of the Common Property,
473 including any Limited Common Property, or in any
474 window or doorway or on any wall, railing, patio,
475 deck, balcony, porch or walkway in a manner that
476 is visible from the exterior of any building on the
477 Property;

478 (c) review, evaluate and approve or disapprove
479 proposed plans for the construction of any further
480 improvements on the Property, the alteration or

481 replacement of any such improvements, or the place-
482 ment of any such outdoor furniture, plants, decora-
483 tions and ornamentation; and

484 (d) enforce the Restrictions and its own
485 policies, guidelines, standards and decisions when
486 so authorized or requested by the Board.

487 The Committee will exercise its best judgment and efforts to
488 preserve, protect and continue the design concepts reflected
489 in the improvements which have heretofore been constructed
490 as part of the Property--that is, providing attractive
491 design which is compatible with the natural features of the
492 site, establishing consistent design and logical relation-
493 ships among buildings, requiring the character and quality
494 of construction of each building to be compatible with
495 neighboring structures, disturbing a minimum of existing
496 trees, grades and contours, utilizing as exterior building
497 materials natural materials such as wood, brick, stone and
498 tile and utilizing as exterior colors earth tones which
499 blend well with the natural environmental features. The
500 actions and decisions of the Committee shall be conclusive
501 and binding on all interested parties.

502 No alteration, change, construction, addition,
503 excavation, landscaping, tree removal, or other work or action
504 which in any way alters the exterior appearance of the
505 Property from its theretofore natural or improved state (and
506 no change, alteration or other modification of any of the
507 foregoing previously approved hereunder), and no addition to
508 or modification of any improvement or landscaping which is
509 part of the Property (whether or not theretofore approved
510 hereunder), shall be commenced or continued until the same
511 has first been approved in writing by the Committee. Approval
512 shall be requested by submission to the Committee of plans
513 and specifications, in duplicate, showing the following:

514 (a) Existing and proposed land contours and
515 grades;

516 (b) All proposed buildings and other improve-
517 ments, and the proposed locations thereof;

518 (c) Plans for all floors, cross sections and
519 elevations, including projections and wing-walls;

520 (d) Exterior lighting plans;

521 (e) All proposed patios, decks, balconies
522 and porches;

523 (f) Samples of materials to be used to the
524 extent requested by the Committee; and

525 (g) Such other information, data and drawings
526 as may be reasonably requested by the Committee.

527 The specifications shall describe types of construction and
528 exterior materials to be used, including without limitation
529 the colors and manufacturers thereof, and shall otherwise be
530 prepared according to the standards adopted by the Committee.

531 If the Committee fails either to approve or dis-
532 approve such plans and specifications within thirty (30)
533 days after the same have been delivered to the Committee,
534 either personally or by certified mail, it shall be presumed
535 that the Committee has approved said plans and specifica-
536 tions. Neither Northeast Company, nor Woodlake Colony, nor
537 the Association or the Committee, nor any of their respec-
538 tive heirs, personal representatives, successors or assigns,
539 shall be liable to anyone submitting plans for approval by
540 reason of mistakes in judgment, negligence or nonfeasance

541 arising out of or in connection with the approval or dis-
542 approval or failure to approve any plans. Every person and
543 entity who submits plans to the Committee agrees, by sub-
544 mission of such plans, that he or it will not bring any
545 action or suit against the Committee, the Association,
546 Northeast Company or Woodlake Colony to compel any action or
547 recover any damages.

548 Upon the completion of any approved alteration,
549 change, construction, addition, excavation, landscaping,
550 tree removal or other work, the Committee shall inspect and,
551 if appropriate, issue a certificate indicating its approval
552 of the same at the request of the applicant. A duplicate
553 certificate shall also be issued at any time thereafter at
554 the request of the owner of the affected improvement or the
555 holder of any mortgage or other security interest encum-
556 bering the improvement. Such certificates shall be issued
557 within fifteen (15) days after they are requested in writing
558 and shall be conclusive evidence of the approvals noted
559 therein. The Committee may, however, impose a reasonable
560 charge for the issuance of such certificates, which charge
561 must be paid at the time that each certificate or duplicate
562 thereof is requested.

563 No outdoor furniture, plants, decorations or
564 ornamentation shall be placed, hung or displayed in, on or
565 upon any part of the Common Property, or in any window or
566 doorway or on any wall, railing, patio, deck, balcony, porch,
567 or walkway in a manner that is visible from the exterior of
568 any building on the Property without the prior written
569 approval of the Committee. The Committee may establish
570 standards and specifications which generally describe accept-
571 able outdoor furniture, plants, plant containers, decora-
572 tions and ornamentation, or may consider each request for
573 approval on an individual basis, or both. The Committee
574 shall specify the information, data and drawings, if any,
575 that it desires or needs in order to consider each request
576 for approval. If the Committee fails either to approve or
577 disapprove the request within thirty (30) days after the
578 same has been delivered to the Committee, either personally
579 or by certified mail, it shall be presumed that the Com-
580 mittee has granted approval for the proposed outdoor fur-
581 niture, plants, decorations or ornamentation. The limita-
582 tions expressed in the fourth paragraph of this Section 5
583 relating to the non-liability of the Lakeside Forest Design
584 Committee and others for the acts and decisions of the
585 Committee and the bar to the commencement of litigation
586 involving the Committee and others shall also apply with
587 respect to the above-described requests and approvals for
588 the placement, hanging or display of outdoor furniture,
589 plants, decorations and ornamentation.

590 6. Common Expenses and Assessments. The common
591 expenses of the Association shall include, without limita-
592 tion, all costs of administration of the Association, of
593 administration, maintenance, repair, restoration and replace-
594 ment of, additions to and utility services for the Common
595 Property, of any exterior maintenance of improvements on the
596 dwelling lots which is provided by the Association as part
597 of a general program applicable to all dwelling lots, of
598 real estate taxes and assessments, if any, which are attribut-
599 able to the Common Property, of contributions to a reserve
600 fund for the future maintenance, repair or replacement of
601 improvements which are part of the Common Property and must
602 be replaced or rehabilitated on a periodic basis, of insur-
603 ance obtained by the Board of Trustees, and such other
604 expenses as are lawfully incurred on behalf of the Associa-
605 tion by or pursuant to authority granted by the Board of
606 Trustees, together with those expenses designated as such in
607 the Restrictions, the Articles of Incorporation or the Code
608 of Regulations, as any of the same may be lawfully amended
609 or supplemented from time to time. The Board of Trustees
610 shall prepare or cause to be prepared an estimated annual

611 budget for the Association to determine the amount, if any,
612 by which the anticipated common expenses exceed the antici-
613 pated total income, rents, profits, receipts and revenues,
614 if any, from the Common Property for the next ensuing fiscal
615 year. Based on that estimated budget, and taking into
616 account any other reasonable financial requirements of the
617 Association (including any necessity for adequate uncommitted
618 or contingency funds), the Board shall determine the regular
619 annual assessments to be paid by each lot owner during the
620 next ensuing fiscal year.

621 The Board shall determine the regular annual
622 assessments to be paid by (a) the owners of improved dwelling
623 lots as Class I and (b) the owners of unimproved dwelling
624 lots and of land in the development which is intended for
625 future subdivision and designation as a dwelling lot or lots
626 as Class II. The regular annual assessments paid by the lot
627 owners within each class shall be equal, and the regular
628 annual assessments paid by each lot owner in Class II shall
629 be not greater than two-thirds (2/3) of the regular annual
630 assessments paid by each lot owner in Class I. The Devel-
631 oper has further agreed that the regular annual assessments
632 attributable to each improved dwelling lot during 1982 shall
633 not exceed the sum of One Thousand Eight Hundred Dollars
634 (\$1,800.00) per year or One Hundred Fifty Dollars (\$150.00)
635 per month. The regular annual assessments shall be payable
636 by the lot owners to the Association in such manner as the
637 Board shall determine, but if in installments, not more
638 frequently than monthly. In the event that during the
639 course of any fiscal year it shall appear to the Board that
640 the regular annual assessments determined in accordance with
641 the estimated annual budget for that year shall be insuf-
642 ficient to cover the estimated common expenses for the
643 remainder of the year, then the Board shall prepare and
644 approve a supplemental budget covering the estimated defi-
645 ciency for the remainder of the year, and thereupon a
646 supplemental assessment shall be made against each lot owner
647 for his proportionate share of said supplemental budget.

648 If the Board determines that the cost of any
649 necessary or desirable major repair, restoration or replace-
650 ment of improvements which are part of the Common Property
651 will exceed the amount of accrued reserves available to pay
652 such cost, the Board may levy a special capital assessment
653 to raise funds for those purposes; provided, however, that
654 if the total estimated cost of any such major repair, restora-
655 tion or replacement exceeds the amount of said reserves by
656 more than twenty-five percent (25%) of the estimated operating
657 budget of the Association for that year, the special capital
658 assessment must be authorized by the affirmative vote of lot
659 owners entitled to exercise not less than two-thirds (2/3)
660 of the voting power of all lot owners. The Association may
661 also levy special assessments against individual lot owners
662 under the circumstances described in the first and third
663 paragraphs of Section 4 hereof.

664 All assessments levied by the Board, both regular
665 and special, shall become due and payable to the Association
666 immediately upon receipt by the lot owner of a written
667 statement or notice of the amount of the assessments, or on
668 such other date or dates as are specified in the statement
669 or notice, shall bear interest at the rate of eight percent
670 (8%) per annum if not paid within ten (10) days thereafter,
671 and shall constitute both a personal obligation of the lot
672 owner against whom they are assessed and a charge upon the
673 dwelling lots they are attributable to. The Association
674 shall have a lien on said lots to secure payment or reim-
675 bursement of said assessments, which lien shall be subject
676 only to the lien of the County of Franklin for real estate
677 taxes and assessments and the lien of any first mortgage.
678 Said lien may be foreclosed in the same manner as a mortgage
679 on real property in an action brought on behalf of the

680 Association by its President pursuant to authority granted
681 by the Board of Trustees. In that foreclosure action, the
682 plaintiff shall also be entitled to the appointment of a
683 receiver to collect reasonable rent for the subject dwelling
684 lot or lots from the owners and/or occupants thereof. The
685 Association is also entitled to purchase the lot or lots at
686 any resulting judicial sale.

687 For purposes of determining the number of dwelling
688 lots to be allocated to the owners of land in the Development
689 which is intended for future subdivision into a dwelling lot
690 or lots, the rules set forth in Section 2 of Article II of
691 the Code of Regulations shall apply. At the request of any
692 lot owner and upon payment of its reasonable expenses or
693 charge, the Association shall furnish said owner with a
694 certificate stating the amount of assessments, if any, that
695 the lot owner owes to the Association as of the date of the
696 certificate, or stating the date through which all assessments
697 have been paid. Such certificates shall be conclusive
698 evidence of the facts recited therein and may be relied upon
699 by any person for any reason.

700 7. Limited Common Property. Certain improve-
701 ments which are part of the Common Property, such as patios,
702 decks, and driveways, are designed and intended to be
703 appurtenant to a single dwelling lot or more than one but
704 less than all of the dwelling lots and to serve and be used
705 exclusively by the occupants of the residences constructed
706 on said lot or lots. To effectuate those design purposes,
707 the Association is hereby granted the specific power and
708 authority to grant easements to the owners of said lot or
709 lots granting them rights to use such improvements (herein
710 referred to as the "Limited Common Property") exclusively or
711 in conjunction with the owners of certain other dwelling
712 lots. Said easements shall run with the land, be binding
713 upon the Association and all holders of undivided fee simple
714 interests in the Property, and enure to the benefit of the
715 grantees thereunder. Notwithstanding the grant of any such
716 easements, however, the Association shall continue to be
717 responsible for the general maintenance, repair and re-
718 placement of the Limited Common Property in the same manner
719 and to the same extent as the remainder of the Common Property.

720 8. Insurance. The Board of Trustees shall
721 obtain, in such amounts as it deems advisable, insurance for
722 the benefit of the Association, all lot owners, their tenants
723 and all persons lawfully in possession or control of any
724 part of the Property (including members of the Board, officers
725 and employees of the Association) against liability for
726 death, personal injury or property damage arising from or
727 relating to the Common Property. The Board shall further
728 obtain insurance on all buildings and other improvements
729 which are part of the Common Property against fire and those
730 hazards ordinarily insured against in fire and extended
731 coverage policies in Franklin County, Ohio in an amount not
732 less than the actual replacement cost of said buildings and
733 improvements (exclusive of the cost of foundations, footings,
734 and excavation), as determined by the insurer at the time
735 of issuance of the policy or policies. The amounts of said
736 insurance coverage shall be reviewed and redetermined annually
737 by the insurer. Any proceeds payable by reason of an insured
738 loss under said policy or policies shall be paid to the
739 Board of Trustees, who shall hold the same as trustees for
740 the benefit of the insureds thereunder, as their respective
741 interests may appear. Any such proceeds paid under the fire
742 and extended coverage hazard insurance policy or policies
743 shall be utilized to pay the cost of repair or restoration
744 of the part or parts of the Common Property damaged or
745 destroyed. The Board may also, at its discretion, obtain
746 fidelity bonds guaranteeing the performance and security of
747 any persons handling, administering or accounting for the
748 funds of the Association, and so-called officers and directors

749 liability insurance providing protection against errors and
750 omissions committed by any member of the Board of Trustees
751 or officer of the Association. The cost of all insurance
752 policies and fidelity bonds provided for herein shall be a
753 common expense.

754 9. Easements by Necessity. In the event that as
755 a result of the construction, repair, replacement, settle-
756 ment or shifting of any building which is part of the Prop-
757 erty, any part of the Common Property presently or hereafter
758 encroaches upon any part of a dwelling lot, or any building
759 or other improvement on a dwelling lot presently or hereafter
760 encroaches upon any part of the Common Property, or if by
761 reason of the design or construction of the utility systems
762 serving the Property any pipes, valves, fittings, ducts,
763 conduits or other utility equipment or apparatus serving one
764 or more other dwelling lots presently or hereafter encroaches
765 upon any part of a dwelling lot, valid non-exclusive easements
766 for the maintenance and continuance of such encroachments
767 and for the use of such adjoining space are hereby established
768 and shall exist for the benefit of each such dwelling lot
769 and/or the Association; provided, however, that in no event
770 shall a valid easement for any such encroachment be created
771 in favor of the owner of any dwelling lot if such encroach-
772 ment occurred as a result of the willful conduct of said
773 owner.

774 10. Easements of Lot Owners. It is presently
775 contemplated that the boundaries of each dwelling lot will
776 coincide with the exterior surfaces of the foundation walls
777 of the residence constructed on the lot. Consequently,
778 certain natural and essential parts of those buildings, such
779 as siding, window sills, doorstops, exterior lighting fix-
780 tures, balconies, porches and eaves, will necessarily extend
781 over the boundaries of the dwelling lots and encroach upon
782 the air space over the Common Property, and certain limited
783 exterior service facilities (as defined herein) which are
784 essential for the use and enjoyment of those buildings will
785 be located upon the Common Property. A non-exclusive ease-
786 ment is hereby established and granted to each lot owner and
787 his heirs, successors and assigns for the existence, main-
788 tenance, repair, replacement and use of all such limited
789 exterior service facilities and all elements, extensions and
790 projections which are an integral part of the improvements
791 originally installed, constructed or erected on his dwelling
792 lot and which are located upon or extend over the Common
793 Property. Each such easement shall also apply to and permit
794 the existence, maintenance, repair, replacement and use of
795 any alterations in, additions to and replacements of the
796 original improvements on and limited exterior service facil-
797 ities appurtenant to the dwelling lot provided that they
798 have been approved by the Lakeside Forest Design Committee.

799 A further non-exclusive easement is hereby estab-
800 lished and granted to each lot owner and his heirs, successors,
801 assigns, agents and employees to use a strip of land five (5)
802 feet in width, where available, running parallel to and
803 contiguous to each boundary of his dwelling lot for the pur-
804 pose of maintaining, repairing, replacing, altering and/or
805 restoring the improvements on his dwelling lot or any part
806 thereof. Said easement area shall be used only as necessary
807 for the limited purposes described in this paragraph, and
808 the lot owner shall be responsible for repairing any damage
809 to the Common Property or any landscaping or other improve-
810 ments thereon which is caused by the exercise or use of the
811 easement rights granted by this paragraph.

812 All lot owners, other occupants of the Property
813 and their agents, employees, licensees, invitees, family
814 members and guests are also hereby granted mutual, non-
815 exclusive easements to pass over the platted private drives,
816 other driveways, walkways and other parts of the Common

817 Property which were designed to provide or are necessary to
818 obtain access to and ingress and egress to and from the
819 dwelling lots, for the purpose of obtaining such access.
820 Subject to the exclusive rights granted to certain lot
821 owners and occupants pursuant to easements granted in
822 accordance with Section 7 hereof, the easements granted in
823 this paragraph shall accrue for the joint and mutual benefit
824 of all of the persons identified above.

825 11. Reserved Easements and Rights of the Developer.
826 Woodlake Colony hereby reserves, on behalf of itself and
827 Northeast Company and their respective successors and assigns,
828 the following easements and rights which shall apply and be
829 available during the period of sale of dwelling lots in
830 Lakeside Forest and until either the last such dwelling lot
831 is sold and conveyed to a bona fide purchaser for value or
832 the active sales program is terminated:

833 (a) the right and easement to maintain reason-
834 able and tasteful signs on the Property indicating
835 lots for sale, identifying models and sales offices
836 and providing other information which the Developer
837 deems necessary or desirable in connection with
838 the sale or other disposition of dwelling lots;

839 (b) the right and easement to use one or more
840 dwelling lots or other privately owned portions of
841 the Development for promotional purposes, including
842 without limitation the display of model residences,
843 the maintenance of a sales office or offices and
844 other uses incidental to the sale or other disposi-
845 tion of dwelling lots;

846 (c) the right and easement to pass over the
847 Common Property for purposes of access to and ingress
848 and egress to and from such models and sales offices,
849 unsold dwelling lots and other parts of the Devel-
850 opment;

851 (d) the right and easement to use, on a non-
852 exclusive basis, the recreational facilities and
853 other amenities which are part of the Property for
854 reasonable display, demonstration and promotional
855 purposes;

856 (e) the right and easement to enter upon the
857 Common Property in order to install, maintain,
858 repair, replace and use pipes, wires, conduits
859 and other lines for the purpose of providing water,
860 sanitary sewer, storm sewer, electrical, natural
861 gas, telephone, cable television and other utility
862 or quasi-utility services to part or all of the
863 Property, including the right to tap into or
864 connect with existing pipes, wires, conduits or
865 lines without the payment of any tap-in or connec-
866 tion fee therefor; and

867 (f) the right to enter upon the Common Prop-
868 erty to the extent necessary in order to construct
869 residential and other improvements on any part of
870 the Development.

871 This reservation of rights and easements is subject to the
872 understanding that (1) any utilization of the foregoing
873 rights and easements shall not unreasonably interfere with
874 the use and enjoyment of the Common Property by occupants,
875 and (2) if any damage or destruction occurs to the Common
876 Property as a result of such utilization, the Common Prop-
877 erty shall be restored promptly to the condition which
878 existed immediately prior to such utilization at the sole
879 expense of the persons making the utilization.



880 12. Additional Easements. Notwithstanding the
 881 rights to use the Common Property granted to lot owners,
 882 occupants and others herein, the Association shall have the
 883 right and power hereafter to grant easements and licenses
 884 over, under, across and through any part of the Common Prop-
 885 erty for public and quasi-public utility purposes, ingress
 886 and egress, and any other purposes which, in the opinion
 887 of the Board of Trustees, are in the best interests of all
 888 lot owners and occupants as a group and are consistent with
 889 the design and character of the Development, or do not
 890 materially impair or restrict the use and enjoyment of the
 891 Common Property. The grants of such easements or licenses
 892 may be evidenced by instruments in writing signed and
 893 acknowledged on behalf of the Association by its President.

894 13. Sale of Memberships. Subject to any limita-
 895 tions imposed by law or the Restrictions, the Association
 896 shall have the power and authority to grant, at its dis-
 897 cretion, limited rights to use the recreational facilities
 898 and amenities which are part of the Common Property to
 899 persons other than occupants of the Property in exchange for
 900 such fees, dues or charges as the Board of Trustees shall
 901 determine. The Board shall fix the term of usage of each
 902 such user and may impose any limitations or restrictions on
 903 such usage that it deems appropriate.

904 14. Rights of Mortgagees. For purposes of this
 905 section, "Mortgagee" shall mean the holder of any first
 906 mortgage encumbering either a dwelling lot or land which is
 907 part of the Development and is intended for future sub-
 908 division into a dwelling lot or lots. The Mortgagees shall
 909 have the following rights and protections;

910 (a) Any Mortgagee who obtains title to a
 911 dwelling lot pursuant to the remedies provided in
 912 its mortgage, including without limitation the
 913 appointment of a receiver or accession to the status
 914 of mortgagee in possession, or by foreclosure of
 915 the mortgage, or by receiving a deed thereto in lieu
 916 of foreclosure, will take the dwelling lot free of
 917 any lien, claim or charge for any assessments accru-
 918 ing prior to the date that possession or title is
 919 so acquired;

920 (b) Upon request to the Association, any Mort-
 921 gagee shall be entitled to written notification from
 922 the Association of any default by any lot owner under
 923 the Articles of Incorporation, the Code of Regula-
 924 tions or the Restrictions which is not cured within
 925 sixty (60) days;

926 (c) Unless at least two-thirds (2/3) of the
 927 Mortgagees (based upon one vote for each mortgage
 928 owned) or at least two-thirds (2/3) of the voting
 929 power of the lot owners other than the Developer
 930 have given their prior written approval, the Asso-
 931 ciation shall not be entitled to:

932 (i) by act or omission seek to abandon, par-
 933 tition, subdivide, encumber, sell or transfer
 934 any part of the Common Property which is intended
 935 for the use of all occupants of the Development,
 936 excepting the granting of easements for public
 937 utilities or other public purposes consistent
 938 with the uses intended for such property and
 939 the granting of easements to individual lot
 940 owners pursuant to Section 7 hereof;

941 (ii) change the method of determining the
 942 assessments, as prescribed in Section 6 hereof;

943 (iii) by act or omission change, waive or abandon
 944 any scheme of regulations, or the enforcement

945 thereof, pertaining to the architectural design
946 or exterior appearance of any improvements on
947 the Property, the exterior maintenance of any
948 such improvements and the maintenance and care
949 of any other part of the Common Property, subject
950 to the rights and powers granted to the Associa-
951 tion and Lakeside Forest Design Committee in the
952 Restrictions;

953 (iv) fail to maintain fire and extended coverage
954 hazard insurance on the insurable Common Property
955 in accordance with Section 8 hereof; and

956 (v) use hazard insurance proceeds for losses
957 to the Common Property for other than the repair,
958 replacement or reconstruction of such Common Prop-
959 erty.

960 (d) First Mortgagees may, jointly or singly, pay
961 taxes or other charges which are in default and which
962 may or have become a charge against all or any part
963 of the Common Property, and may pay overdue premiums
964 on hazard insurance policies pertaining to the Common
965 Property or secure new hazard insurance coverage upon
966 the lapse of any such policy; the Association shall
967 immediately reimburse said first Mortgagees for any
968 payments made under this subsection (d).

969 (e) No provisions of the Articles of Incorpora-
970 tion, the Code of Regulations or the Restrictions are
971 intended or shall be construed to give any person
972 priority over the rights of the holder of a first
973 mortgage encumbering a dwelling lot, as established
974 by the mortgage, with respect to a distribution to
975 the lot owner of insurance proceeds or condemnation
976 awards for losses to or a taking of all or part of
977 the Common Property.

978 15. Reserve Fund. As part of the estimated budget
979 and regular annual assessments determined in accordance with
980 Section 6 hereof, the Board of Trustees shall include adequate
981 contributions (in its judgment) to a reserve fund for the
982 maintenance, repair and replacement of those portions of the
983 Common Property which must be replaced on a periodic basis.

984 16. Scope of Easements. All easements and rights
985 granted or reserved in this deed shall be appurtenant to and
986 run with the land in the Development owned by the person
987 benefitted by the easement and right, perpetually in force
988 and effect except where the contrary is specifically indi-
989 cated, and at all times binding upon and enuring to the
990 benefit of Woodlake Colony, Northeast Company, the Associa-
991 tion, all persons now or hereafter holding an undivided fee
992 simple interest in any part of the Property, and their
993 respective heirs, successors, administrators, personal repre-
994 sentatives, successors and assigns.

995 17. Subsequent Conveyances. It is intended that
996 certain parts of the real property described in this deed
997 and hereby subjected to the Deed Restrictions shall be con-
998 veyed back to the Developer and then re-conveyed to the Asso-
999 ciation as fully developed and improved Common Property at
1000 a later time. At that time such property shall become Common
1001 Property as defined herein without the necessity of any
1002 repetition or further imposition of the Deed Restrictions,
1003 subject to the further subdivision and conveyance back to
1004 the Developer of any parts of said property which are
1005 intended to be or become a dwelling lot or lots.

1006 18. Membership in the Association. Each owner of
1007 an undivided fee simple interest in any part of the Prop-
1008 erty, other than the Association, shall be a member of

1009 Lakeside Forest Association. The membership of each owner
1010 shall terminate when he ceases to own his undivided fee
1011 simple interest(s), and upon the sale, transfer or other
1012 disposition of each undivided fee simple interest, the
1013 membership in the corporation which is appurtenant to that
1014 interest shall automatically be transferred to the new
1015 owner(s) of the interest.

1016 19. Non-Waiver. The failure or refusal of the
1017 Developer, the Association, the Board of Trustees, any lot
1018 owner or owners or any of them to give notice of or to take
1019 action with respect to the breach of or default by any person
1020 under any term, provision, condition, covenant, restriction,
1021 reservation, agreement, obligation or charge set forth in
1022 the Restrictions shall not be deemed to be a waiver of the
1023 same, or of any subsequent breach thereof or default there-
1024 under, nor shall any waiver or indulgence granted with respect
1025 to any such breach or default be taken as an estoppel against
1026 the person granting the waiver or indulgence.

1027 20. Interpretation and Enforcement. In case of
1028 uncertainty as to the meaning of any article, paragraph,
1029 sentence, clause, phrase or word in these Deed Restrictions,
1030 the interpretation of the Board of Trustees shall be final
1031 and conclusive upon all interested parties. Violation or
1032 breach of any of these Deed Restrictions shall give the
1033 Association and the Developer the joint and several right
1034 to enter that part of the Property which is involved and
1035 abate and remove the same, and the Association and/or the
1036 Developer, as the case may be, shall be entitled to be re-
1037 imbursement for its expenses incurred in abating or removing
1038 such violation or breach by the owner of the part of the
1039 Property involved. Such sums may also be levied as special
1040 lot assessments upon such property in the manner described
1041 in Section 6 hereof. Violation or breach of any of these
1042 Deed Restrictions shall also give the Association and the
1043 Developer the joint and several right to proceed at law or
1044 in equity against the owner of the part of the Property
1045 involved or any person or persons who have violated or
1046 breached or are attempting to violate or breach the Deed
1047 Restrictions for injunctive relief or to recover damages.
1048 In any such legal or equitable proceeding, the unsuccessful
1049 party or parties shall pay the attorneys' fees of the pre-
1050 vailing party or parties in such amount as may be fixed by
1051 the court. All remedies provided for herein or at law or
1052 in equity shall be cumulative and not exclusive.

1053 21. Duration. These Deed Restrictions, and the
1054 charges and liens provided for herein, shall continue in
1055 full force and effect until January 1, 2000. Thereafter the
1056 Deed Restrictions shall be automatically extended for suc-
1057 cessive periods of three (3) years each unless prior to the
1058 end of any such extension period, a writing terminating the
1059 Deed Restrictions as of the end of that extension period
1060 shall be signed by the owners of dwelling lots exercising a
1061 majority of the total voting power of members of the Asso-
1062 ciation and filed for record with the Recorder of Franklin
1063 County, Ohio.

1064 22. Miscellaneous Provisions. The invalidity or
1065 unenforceability of any term, provision, condition, covenant,
1066 restriction, reservation, agreement, obligation or charge
1067 set forth in this deed, or any part thereof, shall not
1068 affect or impair the validity, enforceability or effect of
1069 the remainder of this deed. The captions of the various
1070 sections of this deed are merely labels to assist in locating
1071 the various provisions hereof and shall not be considered
1072 when interpreting or construing this instrument. Each
1073 pronoun used herein shall be singular or plural and male,
1074 female or neuter, as the context or the number and gender of
1075 its antecedent may require. All incidental grammatical
1076 changes which might be necessary to make the provisions of

1077 this deed apply to one or several persons shall be assumed
1078 in all cases as though fully and properly expressed.

1079 IN WITNESS WHEREOF, Woodlake Colony has caused
1080 this instrument to be executed and acknowledged by a duly
1081 authorized officer of Northeast Company, its sole partner,
1082 this 4th day of February, 1981.

1083 Signed and Acknowledged
1084 in the Presence of:

WOODLAKE COLONY,
By NORTHEAST COMPANY,
its sole partner

1087 Steven J. McCoy

By Michael S. Lamprecht
Michael S. Lamprecht

1090 Bonnie Pfeiffer

1091 State of Ohio)
1092 Franklin County) ss:

1093 The foregoing instrument was acknowledged before me
1094 this 4th day of February, 1981 by Michael S. Lamprecht ,
1095 the Assistant Secretary-Treas. of Northeast Company, an Ohio corpora-
1096 tion and the sole partner of Woodlake Colony, an Ohio partner-
1097 ship, on behalf of said corporation and partnership.

Steven J. McCoy
Notary Public
STEVEN J. McCOY
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION

3-1-76
9 1784

1104 This instrument prepared by;
1105 Steven J. McCoy, Attorney at Law
1106 Vorys, Sater, Seymour and Pease
1107 52 East Gay Street, P.O. Box 1008
1108 Columbus, Ohio 43216

MAIL

IN WITNESS WHEREOF, Woodlake Colony has caused
this instrument to be executed and acknowledged by a duly
authorized officer of Northeast Company, its sole partner,
this 4th day of February, 1981.

Signed and Acknowledged
in the Presence of:

WOODLAKE COLONY,
By NORTHEAST COMPANY,
its sole partner

Steven J. McCoy
Bonnie Pfeiffer

By Michael S. Lamprecht
Michael S. Lamprecht

State of Ohio)
Franklin County) ss:

The foregoing instrument was acknowledged before me
this 4th day of February, 1981 by Michael S. Lamprecht ,
the Assistant Secretary-Treas. of Northeast Company, an Ohio corpora-
tion and the sole partner of Woodlake Colony, an Ohio partner-
ship, on behalf of said corporation and partnership.

Steven J. McCoy
Notary Public
STEVEN J. McCOY
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION