

TRANSFERRED  
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FEB 5 1981  
ROGER W. TRACY, JR.  
A UDITOR  
FRANKLIN COUNTY, OHIO

RECORDER

00581401

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, that:

Woodlake Colony, a partnership organized and exist- 07252  
ing under the laws of the State of Ohio, is the owner of a  
certain 11.889 acre tract of real estate located in the City  
of Westerville, Franklin County, Ohio (hereinafter the "Develop-  
ment") which is presently being developed into a residential  
community known as Lakeside Forest. Said 11.889 acre tract is  
more particularly described on the plat of LAKESIDE FOREST  
(INCLUDES RESERVE D ON LAKESIDE VILLAGE NO. 1) of record in  
Plat Book 57, at pages 90, 91 and 92 in the Recorder's Office  
of Franklin County, Ohio (hereinafter the "Plat").

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

presented in Section 528 of the Internal Revenue Code of 1954 or may be hereafter defined in any amendment or replacement of said section.

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

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

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

FRANKLIN COUNTY, OHIO  
 Recording FEB 15 1961  
 PAUL R. HENRY  
 Recorder

the use of the Common Property and the dwelling lots, and other easements, covenants, conditions, restrictions, reservations and agreements affecting the Development and the holders of undivided fee simple interests in any portion of the Development.

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

MI-204 388  
 ALLOT  
 9271-9282  
 9280-9283  
 9269-9294  
 9272-9295  
 9273-9296  
 9274-9297  
 9275-9299  
 9276-9299  
 9277-9299  
 9278-9291  
 9279-9292  
 9280-9293  
 9291-9294  
 9295  
 26511K

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

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

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

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

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

1. Definitions. The following terms, as hereinbefore and hereinafter used in this deed, shall have the following meanings unless the context requires otherwise:

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

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

authority granted herein or in other portions of the Restrictions.

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

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

(e) "Building" means a roofed and walled structure and all projections and extensions thereof which are an integral part of the structure.

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

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

(h) "Common expenses" means all expenses incurred by the Association in owning, administering and maintaining the Common Property, providing certain maintenance and other services to the lot owners, conducting its affairs and generally discharging the duties and obligations imposed upon it by the Restrictions or assumed by it pursuant to authorization granted by the Restrictions.

(i) "Common Property" means those portions of the Development, and all improvements thereon and appurtenances thereto, which are owned by the Association and are not set aside or intended for further subdivision into one or several dwelling lots, or are otherwise intended for the mutual benefit, use and enjoyment of the occupants of the Development.

(j) "Deed Restrictions" means the various easements, covenants, conditions, restrictions, reservations, agreements and liens imposed and created by this deed.

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

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

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

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

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

(o) "Lakeside Forest" means the planned neighborhood development which is currently being developed on the 11.889 acre tract of real estate identified herein as the Development.

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

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

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

(s) "Occupant" means a person or persons lawfully in possession of a dwelling lot, regardless of whether that person is a lot owner.

(t) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

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

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

(w) "Tenant" means a person entitled to possession of any portion of the Property or improvements thereon pursuant to a contract with the owner thereof.

2. Use of the Common Property. Subject to any limitations imposed by any other provisions of the Restrictions, the Board of Trustees shall have the right and power to promulgate reasonable rules and regulations governing the operation and use of the Common Property and all recreational facilities, amenities and other improvements which are part of the Common Property. Said rules and regulations shall be binding upon and unure to the benefit of the owners and occupants of all dwelling lots, the holders of any other undivided fee simple interests in any part of the Property, their respective tenants, agents, employees, licensees, invitees, guests and family members, and any other person who uses or has the right to use any part of the Common Property. No such rule or regulation shall discriminate against any individual user of the Property or class of users, provided that it is permissible for the Board to limit the use of the Common Property by minors in order to preserve the character of Lakeside Forest as an adult-oriented community and by non-occupants in order to avoid crowding, excessive use or related problems.

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

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

3. Use Restrictions. The Property and the use thereof shall be subject to the following terms, conditions, covenants, restrictions, reservations, agreements, obligations and charges:

(a) No dwelling lot shall be used for any purpose other than that of a private dwelling place for a single family and for purposes necessarily incidental thereto, except that occupants of any dwelling lot may use a portion of their residence for an office or a studio other than a music studio, provided that such use does not involve the rendering of personal services upon any part of the Property to one or more customers, clients, patients or other persons who come to the residence or to any other part of the Property, and further provided that such use does not interfere with the quiet enjoyment of any part of the Property by any other occupant. For purposes of this restriction, the single-family dwelling may be located in a building containing more than one dwelling unit so long as not more than one such unit is located on each dwelling lot. Woodlake Colony further reserves for itself, Northeast Company and their respective agents, employees, successors and assigns, the right to use one or more dwelling lots for business and promotional purposes, including but not limited to office and clerical use, sales activities, the display of model residences and other uses incidental to the sale or other disposition of any dwelling lots or the sale or disposition of any other part of the Property, until such time as all dwelling lots which are created or intended to be created at Lakeside Forest have been sold and conveyed to bona fide purchasers for value.

(b) No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained on any part of the Property.

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

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

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

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

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

4. Maintenance of the Property. Subject to any maintenance responsibilities which may be undertaken by the Association from time to time, the owner(s) of each dwelling lot shall, at his or their sole expense, maintain all improvements on the lot in good condition and repair. The Association shall maintain all improvements located on the Common Property in good condition and repair and the cost thereof shall be a common expense. Notwithstanding the foregoing, if any improvement on the Common Property requires non-routine service, maintenance, repair or replacement because of the intentional or negligent act or omission of a lot owner or his tenant, or the agent, employee, licensee, invitee, family member or guest of either the lot owner or his tenant the Association may levy a special lot assessment against the lot owner to obtain reimbursement for the cost of providing the non-routine service, maintenance, repair or replacement.

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



and the maintenance and repair of roofs and flashing. The Association may expand or reduce the scope of such maintenance responsibilities from time to time, and no lot owner or occupant may assume that present exterior maintenance services provided by the Association will necessarily be continued. No lot owner or occupant shall interfere or permit interference with the performance of such exterior maintenance services by the Association, or undertake to perform any maintenance responsibilities which have been assumed by the Association without the express written consent of the Lakeside Forest Design Committee.

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

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

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

Subject to any guidelines, standards, policies and procedures promulgated by the Board of Trustees, the Committee shall:

(a) establish, maintain, preserve and interpret specific architectural guidelines and standards as may be necessary or desirable to preserve the beauty, harmony and aesthetic continuity of all improvements which are or become part of the Property;

(b) control, regulate and restrict the placement of any outdoor furniture, plants, decorations and ornamentation on any part of the Common Property, including any Limited Common Property, or in any window or doorway or on any wall, railing, patio, deck, balcony, porch or walkway in a manner that is visible from the exterior of any building on the Property;

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

replacement of any such improvements, or the placement of any such outdoor furniture, plants, decorations and ornamentation; and

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

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

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

- (a) Existing and proposed land contours and grades;
- (b) All proposed buildings and other improvements, and the proposed locations thereof;
- (c) Plans for all floors, cross sections and elevations, including projections and wing-walls;
- (d) Exterior lighting plans;
- (e) All proposed patios, decks, balconies and porches;
- (f) Samples of materials to be used to the extent requested by the Committee; and
- (g) Such other information, data and drawings as may be reasonably requested by the Committee.

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

If the Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Committee, either personally or by certified mail, it shall be presumed that the Committee has approved said plans and specifications. Neither Northeast Company, nor Woodlake Colony, nor the Association or the Committee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance

arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, Northeast Company or Woodlake Colony to compel any action or recover any damages.

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

No outdoor furniture, plants, decorations or ornamentation shall be placed, hung or displayed in, on or upon any part of the Common Property, or in any window or doorway or on any wall, railing, patio, deck, balcony, porch or walkway in a manner that is visible from the exterior of any building on the Property without the prior written approval of the Committee. The Committee may establish standards and specifications which generally describe acceptable outdoor furniture, plants, plant containers, decorations and ornamentation, or may consider each request for approval on an individual basis, or both. The Committee shall specify the information, data and drawings, if any, that it desires or needs in order to consider each request for approval. If the Committee fails either to approve or disapprove the request within thirty (30) days after the same has been delivered to the Committee, either personally or by certified mail, it shall be presumed that the Committee has granted approval for the proposed outdoor furniture, plants, decorations or ornamentation. The limitations expressed in the fourth paragraph of this Section 5 relating to the non-liability of the Lakeside Forest Design Committee and others for the acts and decisions of the Committee and the bar to the commencement of litigation involving the Committee and others shall also apply with respect to the above-described requests and approvals for the placement, hanging or display of outdoor furniture, plants, decorations and ornamentation.

6. Common Expenses and Assessments. The common expenses of the Association shall include, without limitation, all costs of administration of the Association, of administration, maintenance, repair, restoration and replacement of, additions to and utility services for the Common Property, of any exterior maintenance of improvements on the dwelling lots which is provided by the Association as part of a general program applicable to all dwelling lots, of real estate taxes and assessments, if any, which are attributable to the Common Property, of contributions to a reserve fund for the future maintenance, repair or replacement of improvements which are part of the Common Property and must be replaced or rehabilitated on a periodic basis, of insurance obtained by the Board of Trustees, and such other expenses as are lawfully incurred on behalf of the Association by or pursuant to authority granted by the Board of Trustees, together with those expenses designated as such in the Restrictions, the Articles of Incorporation or the Code of Regulations, as any of the same may be lawfully amended or supplemented from time to time. The Board of Trustees shall prepare or cause to be prepared an estimated annual

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

The Board shall determine the regular annual assessments to be paid by (a) the owners of improved dwelling lots as Class I and (b) the owners of unimproved dwelling lots and of land in the development which is intended for future subdivision and designation as a dwelling lot or lots as Class II. The regular annual assessments paid by the lot owners within each class shall be equal, and the regular annual assessments paid by each lot owner in Class II shall be not greater than two-thirds (2/3) of the regular annual assessments paid by each lot owner in Class I. The Developer has further agreed that the regular annual assessments attributable to each improved dwelling lot during 1982 shall not exceed the sum of One Thousand Eight Hundred Dollars (\$1,800.00) per year or One Hundred Fifty Dollars (\$150.00) per month. The regular annual assessments shall be payable by the lot owners to the Association in such manner as the Board shall determine, but if in installments, not more frequently than monthly. In the event that during the course of any fiscal year it shall appear to the Board that the regular annual assessments determined in accordance with the estimated annual budget for that year shall be insufficient to cover the estimated common expenses for the remainder of the year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, and thereupon a supplemental assessment shall be made against each lot owner for his proportionate share of said supplemental budget.

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

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

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

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

7. Limited Common Property. Certain improvements which are part of the Common Property, such as patios, decks, and driveways, are designed and intended to be appurtenant to a single dwelling lot or more than one but less than all of the dwelling lots and to serve and be used exclusively by the occupants of the residences constructed on said lot or lots. To effectuate those design purposes, the Association is hereby granted the specific power and authority to grant easements to the owners of said lot or lots granting them rights to use such improvements (herein referred to as the "Limited Common Property") exclusively or in conjunction with the owners of certain other dwelling lots. Said easements shall run with the land, be binding upon the Association and all holders of undivided fee simple interests in the Property, and enure to the benefit of the grantees thereunder. Notwithstanding the grant of any such easements, however, the Association shall continue to be responsible for the general maintenance, repair and replacement of the Limited Common Property in the same manner and to the same extent as the remainder of the Common Property.

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

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

9. Easements by Necessity. In the event that as a result of the construction, repair, replacement, settlement or shifting of any building which is part of the Property, any part of the Common Property presently or hereafter encroaches upon any part of a dwelling lot, or any building or other improvement on a dwelling lot presently or hereafter encroaches upon any part of the Common Property, of if by reason of the design or construction of the utility systems serving the Property any pipes, valves, fittings, ducts, conduits or other utility equipment or apparatus serving one or more other dwelling lots presently or hereafter encroaches upon any part of a dwelling lot, valid non-exclusive easements for the maintenance and continuance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of each such dwelling lot and/or the Association; provided, however, that in no event shall a valid easement for any such encroachment be created in favor of the owner of any dwelling lot if such encroachment occurred as a result of the willful conduct of said owner.

10. Easements of Lot Owners. It is presently contemplated that the boundaries of each dwelling lot will coincide with the exterior surfaces of the foundation walls of the residence constructed on the lot. Consequently, certain natural and essential parts of those buildings, such as siding, window sills, doorstops, exterior lighting fixtures, balconies, porches and eaves, will necessarily extend over the boundaries of the dwelling lots and encroach upon the air space over the Common Property, and certain limited exterior service facilities (as defined herein) which are essential for the use and enjoyment of those buildings will be located upon the Common Property. A non-exclusive easement is hereby established and granted to each lot owner and his heirs, successors and assigns for the existence, maintenance, repair, replacement and use of all such limited exterior service facilities and all elements, extensions and projections which are an integral part of the improvements originally installed, constructed or erected on his dwelling lot and which are located upon or extend over the Common Property. Each such easement shall also apply to and permit the existence, maintenance, repair, replacement and use of any alterations in, additions to and replacements of the original improvements on and limited exterior service facilities appurtenant to the dwelling lot provided that they have been approved by the Lakeside Forest Design Committee.

A further non-exclusive easement is hereby established and granted to each lot owner and his heirs, successors, assigns, agents and employees to use a strip of land five (5) feet in width, where available, running parallel to and contiguous to each boundary of his dwelling lot for the purpose of maintaining, repairing, replacing, altering and/or restoring the improvements on his dwelling lot or any part thereof. Said easement area shall be used only as necessary for the limited purposes described in this paragraph, and the lot owner shall be responsible for repairing any damage to the Common Property or any landscaping or other improvements thereon which is caused by the exercise or use of the easement rights granted by this paragraph.

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

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

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

(a) the right and easement to maintain reasonable and tasteful signs on the Property indicating lots for sale, identifying models and sales offices and providing other information which the Developer deems necessary or desirable in connection with the sale or other disposition of dwelling lots;

(b) the right and easement to use one or more dwelling lots or other privately owned portions of the Development for promotional purposes, including without limitation the display of model residences, the maintenance of a sales office or offices and other uses incidental to the sale or other disposition of dwelling lots;

(c) the right and easement to pass over the Common Property for purposes of access to and ingress and egress to and from such models and sales offices, unsold dwelling lots and other parts of the Development;

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

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

(f) the right to enter upon the Common Property to the extent necessary in order to construct residential and other improvements on any part of the Development.

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

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

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

14. Rights of Mortgagees. For purposes of this section, "Mortgagee" shall mean the holder of any first mortgage encumbering either a dwelling lot or land which is part of the Development and is intended for future subdivision into a dwelling lot or lots. The Mortgagees shall have the following rights and protections:

(a) Any Mortgagee who obtains title to a dwelling lot pursuant to the remedies provided in its mortgage, including without limitation the appointment of a receiver or accession to the status of mortgagee in possession, or by foreclosure of the mortgage, or by receiving a deed thereto in lieu of foreclosure, will take the dwelling lot free of any lien, claim or charge for any assessments accruing prior to the date that possession or title is so acquired;

(b) Upon request to the Association, any Mortgagee shall be entitled to written notification from the Association of any default by any lot owner under the Articles of Incorporation, the Code of Regulations or the Restrictions which is not cured within sixty (60) days;

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

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part of the Common Property which is intended for the use of all occupants of the Development, excepting the granting of easements for public utilities or other public purposes consistent with the uses intended for such property and the granting of easements to individual lot owners pursuant to Section 7 hereof;

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

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



thereof, pertaining to the architectural design or exterior appearance of any improvements on the Property, the exterior maintenance of any such improvements and the maintenance and care of any other part of the Common Property, subject to the rights and powers granted to the Association and Lakeside Forest Design Committee in the Restrictions;

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

(v) use hazard insurance proceeds for losses to the Common Property for other than the repair, replacement or reconstruction of such Common Property.

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

(e) No provisions of the Articles of Incorporation, the Code of Regulations or the Restrictions are intended or shall be construed to give any person priority over the rights of the holder of a first mortgage encumbering a dwelling lot, as established by the mortgage, with respect to a distribution to the lot owner of insurance proceeds or condemnation awards for losses to or a taking of all or part of the Common Property.

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

16. Scope of Easements. All easements and rights granted or reserved in this deed shall be appurtenant to and run with the land in the Development owned by the person benefitted by the easement and right, perpetually in force and effect except where the contrary is specifically indicated, and at all times binding upon and enuring to the benefit of Woodlake Colony, Northeast Company, the Association, all persons now or hereafter holding an undivided fee simple interest in any part of the Property, and their respective heirs, successors, administrators, personal representatives, successors and assigns.

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

18. Membership in the Association. Each owner of an undivided fee simple interest in any part of the Property, other than the Association, shall be a member of

Lakeside Forest Association. The membership of each owner shall terminate when he ceases to own his undivided fee simple interest[s], and upon the sale, transfer or other disposition of each undivided fee simple interest, the membership in the corporation which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest.

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

20. Interpretation and Enforcement. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Deed Restrictions, the interpretation of the Board of Trustees shall be final and conclusive upon all interested parties. Violation or breach of any of these Deed Restrictions shall give the Association and the Developer the joint and several right to enter that part of the Property which is involved and abate and remove the same, and the Association and/or the Developer, as the case may be, shall be entitled to be reimbursed for its expenses incurred in abating or removing such violation or breach by the owner of the part of the Property involved. Such sums may also be levied as special lot assessments upon such property in the manner described in Section 6 hereof. Violation or breach of any of these Deed Restrictions shall also give the Association and the Developer the joint and several right to proceed at law or in equity against the owner of the part of the Property involved or any person or persons who have violated or breached or are attempting to violate or breach the Deed Restrictions for injunctive relief or to recover damages. In any such legal or equitable proceeding, the unsuccessful party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

21. Duration. These Deed Restrictions, and the charges and liens provided for herein, shall continue in full force and effect until January 1, 2000. Thereafter the Deed Restrictions shall be automatically extended for successive periods of three (3) years each unless prior to the end of any such extension period, a writing terminating the Deed Restrictions as of the end of that extension period shall be signed by the owners of dwelling lots exercising a majority of the total voting power of members of the Association and filed for record with the Recorder of Franklin County, Ohio.

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

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

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 4<sup>th</sup> day of February, 1981.

Signed and Acknowledged  
in the Presence of:

WOODLAKE COLONY,  
By NORTHEAST COMPANY,  
its sole partner

Steven J. McCoy

By Michael S. Lamprecht  
Michael S. Lamprecht

Benjamin G. P. P.

State of Ohio            )  
Franklin County        ) ss:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 1981 by Michael S. Lamprecht, the Assistant Secretary-Treas. of Northeast Company, an Ohio corporation and the sole partner of Woodlake Colony, an Ohio partnership, 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

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

MAIL