

LAKESIDE FOREST ASSOCIATION

COMMUNITY HANDBOOK OF RULES AND REGULATIONS

2017

This Handbook reflects the Rules and Regulations to be followed by all Lakeside Forest Association Residents. It belongs to and should remain in the Residential Dwelling for regular use by all current and future Residents. It supersedes all previous versions and is in force until a subsequent version is approved and is distributed by the LFA Board of Trustees.

Please leave this document in clear sight when your home is for sale.

This document approved by the LFA Board of Trustees 8.29.2017

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FORWARD

This document is the result of an immense amount of review, research, thought, and rewriting by a dedicated group of volunteer residents — Sheila Carey, David Carey, Rocky J. Reuter (chair), Sandra Thomason, and Dana White — who constituted the inaugural LFA Handbook Review Committee, which was appointed by the LFA Board of Trustees in February of 2016.

Although the document’s goal is similar to past Association handbooks — to put the legalese of the Association’s founding documents into common language — it is unique because it specifically and regularly references those founding documents in a comprehensive nature. In addition, it is the task of the committee to keep track of changes and additions to the rules of the Association and to update the community with Handbook Addenda on a regular basis — eventually leading to the subsequent versions of the Handbook and its distribution.

When studied and understood by LFA Residents, the information in this Handbook will make life in “the forest” harmonious, easy, and carefree.

NOTE: The content of this Handbook is deemed to be accurate at the time of its publication and distribution. However, the information, policies, and rules and regulations contained herein are reviewed and revised regularly by the Association administration. Revisions and updates may be available and, when distributed, should be placed in the Appendix 11: *LFA Handbook Addenda* in this Handbook by the Resident.

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1 LAKESIDE FOREST ASSOCIATION
2 COMMUNITY HANDBOOK OF
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4 INTRODUCTION

5 **LFA Mission**

6 The primary mission of Lakeside Forest is to treat each neighbor with
7 respect, to maintain and improve property conditions, to maintain and
8 improve neighborhood amenities, and to enhance the quality of life
9 for Lakeside Forest Residents.

10 **LFA Handbook Purpose**

11 The purpose of this Handbook is threefold:

- 12 ➤ To provide all Members of the Association with an accurate,
13 user-friendly, easily read layman’s representation of LFA’s legal
14 Foundational Documents:

15 [AI] **Articles of Incorporation**see Appendix 1

16 [WD] **Warranty Deed**see Appendix 2

17 [CR] **Code of Regulations**see Appendix 3

18 Like this Handbook, the Foundational Documents include line numbering to
19 facilitate quick and easy location during discussions and communications
20 with others. The content of this Handbook is cross-referenced to the
21 Foundational Documents using the symbols above to provide easy and direct
22 access to the more legalistic language of those documents. For example,
23 [WD 226–31] points the reader to the original language found in line numbers
24 226 through 231 in the LFA Warranty Deed.

25 [HB] will be used to reference the previous 2009/2010 Handbooks.

- 26 ➤ To help all Members understand their responsibilities toward their
27 neighbors (Community Members), so that all of us may create an
28 environment that is respectful, peaceful, and considerate of each
29 others’ rights.

- 30 ➤ To provide a document that can be easily amended as required.

31 **Two Associations: LFA and LVA Compared**

32 When becoming a Resident of LFA, you automatically become a Member of
 33 two Homeowner Associations: Lakeside Forest and Lakeside Village. Some of
 34 the similarities and differences between these two entities are noted below.

| | Lakeside Forest Association (LFA) | Lakeside Village Association (LVA) |
|-----------------------|---|---|
| Membership | <p>Lakeside Forest is located on the east side of the Lake.</p> <p>LFA Home Owners automatically become Members of LFA when they purchase an LFA home or lot.</p> <p>LFA Members do not own any land outside of the foundation of their own home.</p> <p>LFA land is called Common Property (<i>everything</i> outside of the foundations of the individual homes), belongs to <i>all</i> Members equally, and is generally maintained by LFA.</p> <p>LFA Owners <i>are</i> Members of <i>both</i> Associations! Therefore, the Lake is a Common Property Amenity for your use and enjoyment.</p> | <p>Lakeside Village is located on the west side of the Lake.</p> <p>LVA Home Owners are automatically Members of LVA when they purchase an LVA home.</p> <p>LVA Members own the lot on which their home sets and are solely responsible for its upkeep.</p> <p>LVA also has Common Property, but it is limited to everything within an approximate 15-foot perimeter of the Lake, including a towpath on the west side and the entire causeway.</p> <p>LVA Owners are <i>not</i> LFA Members, do <i>not</i> pay the LFA Assessment, and do <i>not</i> have use of LFA Amenities (Pool, Island, Sports Court, etc.).</p> |
| Administration | <p>LFA’s six Member-elected, volunteer Board of Trustees consists of only LFA Members.</p> <p>The LFA Board, its appointed volunteer Committees, and hired workers are responsible for the management and upkeep of LFA’s Common Property and Amenities.</p> | <p>LVA has a separate Member-elected volunteer Board of Trustees that typically includes 3 LVA and 3 LFA Members.</p> <p>The LVA Board is responsible for LVA’s Common Property.</p> <p>LVA produces and distributes a phonebook that includes Members of both Associations.</p> |
| Assessment | <p>LFA has an Annual Regular Assessment that is set by the Board; it must be paid in advance either monthly, bi-monthly, quarterly, semi-annually, or annually.</p> <p>The LFA Assessment supports the upkeep of LFA Common Property and Amenities. The LFA Board may also determine a Special Assessment as needed to cover major costs related to the LFA Common Property upkeep.</p> | <p>LVA also has an Annual Regular Assessment that is due in its entirety on April 1. Because LFA Owners are Members of <i>both</i> Associations, they are responsible for this Assessment.</p> <p>The LVA Assessment supports the upkeep of LVA Common Property: the Lake and its fountains, the rip-rap (perimeter rocks), the docks and bridges, the west stone towpath, the causeway, and the land that immediately surrounds the Lake.</p> |

35 History: Westerville Spawns Two Jewels in the Rough

36 Nestled into a small valley of southern Westerville, our little man-made lake is the low point
37 between Schrock and Cherrington Roads to the East and West, and Woodview and Allview
38 Roads to the North and South, respectively.

39 The surrounding settlement was established in 1806, long before our two Associations
40 existed. The Westervelt brothers — Mathew, Peter, and William — arrived from New York
41 State in 1816, and Matthew laid out a town plat in 1838. The settlement was named in the
42 family’s honor. Included in the original town boundaries was land reserved for a short-lived
43 Methodist school: Blendon Young Men’s Seminary. Acquired by the United Brethren
44 Church in 1846, it was reopened as Otterbein College in 1847.

45 During the 1850s and ’60s, Westerville remained a small but growing community. Among the
46 new buildings constructed at that time was the Stoner House (ca. 1852), which still stands at
47 133 South State Street; it’s been a tavern, a stagecoach stop, and a hotel. According to local
48 history, it also served as a stop on the Underground Railroad. In 1860, Westerville had 275
49 Residents — a population that was doubled when the college was in session.

50 One of the pivotal events in local history was Westerville’s Whiskey War of 1875, which was
51 caused by the opening of Henry Corbin’s saloon. The City’s long and colorful temperance
52 history had begun in 1858 with passage of a law banning the local sale of “fermented spirits.”
53 The target of many demonstrations, Corbin did not prevail in the Whiskey War, but his
54 rebuilt saloon remains standing at 38 West Main Street. A significant event occurred in 1909
55 when the Anti-Saloon league, a temperance organization based in Washington, D.C.,
56 relocated its national headquarters to Westerville. (An active local chapter had been here
57 since 1884.) Activities of the Anti-Saloon League earned Westerville the nickname “Dry
58 Capital of the World.”

59 Significant traffic arrived in 1924 with the completion of the 3-C Highway — the first traffic
60 light arrived at State and Main two years later. By 1950, the village’s population had reached
61 4,100 — a number that would swell to 7,000 just 10 years later. Westerville became a city in
62 1961.

63 According to BIA of Central Ohio, the 1975 Parade of Homes included seven of LVA’s homes
64 on Lakeside Drive: 322, 324, 330, 334, 340, 344, and 346.

65 In 1981, the Northeast Co. recorded their Warranty Deed for Woodlake Colony. The tract was
66 hilly and heavily wooded, and they retained most of the existing trees and vegetation. The
67 perimeter of Woodlake Colony can be seen on the following map. Eventually, various
68 components were separated, leaving LVA and LFA in the middle.

69 In recent years, Uptown Westerville has developed into a robust social setting with a wide
70 variety of unique restaurants and pubs, stores, and business venues. Local attractions include
71 the Ohio to Erie Trail; Blendon Woods, Sharon Woods, and Inniswood Botanical Garden and
72 Nature Preserve, each with miles of walking trails; Hoover Dam; and nearby malls and large
73 stores, including IKEA and those in the Easton and Polaris complexes.

74 **NOTE:** Adapted from Web documents at the following 2017 URLs:

75 <http://www.sconet.state.oh.us/rod/docs/pdf/10/2009/2009-ohio-2987.pdf>

76 http://www.livingplaces.com/OH/Franklin_County/Westerville_City.html

77 <https://www.realtown.com/Maureen/blog/neighborhoods-best-columbus/time-warp>

78 https://en.wikipedia.org/wiki/Westerville,_Ohio

79 **Map of the Original Woodlake Colony and its Subsequent Divisions:**



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81 Lakeside Forest Association, an Ohio non-profit Corporation, was formed to
82 own, administer, and maintain in good condition, all parts of the Common
83 Property of the Association [AI 7-14, CR 7-11] and for the mutual benefit, use, and
84 enjoyment of its Residents [WD 2-21 & 297-99]. LFA is a planned neighborhood
85 development on an 11,889-acre tract, with each home carefully placed among
86 the trees; the reserve having already been conveyed to the Association, a very
87 small lot whose boundaries correspond to the exterior dimensions of the home's
88 foundation would be conveyed back to Woodlake Colony as Common Property.
89 In 1987, four unbuilt lots remained, and the Association sought to have these
90 four lots removed from the plat and requested that the Franklin County Auditor
91 remove them from the 1988 tax duplicate. The lots were not officially removed
92 until March 8, 1990. While the removal process was pending, Woodlake Colony
93 went out of business. Today, LFA is a thriving and diverse modern community.

94 **Personal Property vs. Common Property**

95 Unlike LVA and traditional, non-association home ownership, your personal
96 property in LFA is limited to your dwelling and the land that is contained
97 *within* your foundation; all other land within LFA is **Common Property** and is
98 shared equally by all Residents. This means that you may walk anywhere
99 within the Association, including between the homes. And because the Lake
100 and approximately 15 feet of the land surrounding it is LVA Common Property,
101 you may walk completely around the Lake, including on LVA's rock towpath
102 and in the grassy area on the LFA side. The **Rules and Regulations** related to
103 your **Personal Property** will be covered next. (The Rules and Regulations
104 related to **Common Property** and its Maintenance can be found thereafter.)

PERSONAL PROPERTY

105

106 **Home Ownership, Renters, and Association Membership**

107 You “own” your home, the boundaries of which are the exterior foundation
108 walls [WD 1181–83]. Everything beyond the foundation is **Common Property**.

109 Homes are intended as private dwellings for a single family; they are not to be
110 used to service non-resident clients, customers, patients, etc. on site [WD 444–465].

111 The terms **Resident** and **Occupant** refer to the person(s) lawfully in possession
112 of a dwelling/lot, whether or not they are the **Owners** of the residence
113 [WD 315–17]. It is also possible to be an owner of an **Unbuilt Lot** (a dwelling lot
114 without a dwelling).

115 **Lot Owners, Homeowners, and Mortgagees** and their resident family are
116 **Members** of the Association until the property is sold. **Renters** are Residents
117 and Occupants, but they are not Owners or Members of the Association
118 [AI 54–57, WD 1458–63]. All LFA Rules and Regulations apply to *all* Residents.

119 **Moving In:**

120 When moving in, moving vans should be parked in the community only while
121 being unloaded and should not block traffic any more than is absolutely
122 necessary [HB Sect.1: Pg.2].

123 **Home Rental:**

- 124
- 125 • While Owners may rent/lease their home, they must notify the Board who
126 will be using the Amenities, a right that is limited to either the Owner or
the Lessee but not both [HB Sect.1: Pg.4, Item 4].
 - 127 • No home may be used for any purpose other than that of a private dwelling
128 place for a single family [WD 444–46] (i.e., residences may *not* be used for
129 short-term rentals, such as a B&B or a vacation home).

130 **Home Maintenance and Structural Changes**

- 131
- 132 • **Architectural and Design Standards:** The Association has a stringent and
133 comprehensive set of Architectural and Design Standards, which provide
134 guidance to current homeowners as they consider additions, modifications,
135 and decorations to existing homes that affect its appearance and surrounding
136 common property, including landscaping, as well as to building a new home
on any available buildable lot [HB Sect.1: Pg. 2, II].

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• **General Information:**

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- The Association may choose to provide routine exterior maintenance for any improvements on the dwelling lots, and the cost for this maintenance will be a **Common Expense** (shared by all Homeowners) [WD 576–579].

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- Further, the Association may expand or reduce the scope of such maintenance responsibilities, and no lot Owner or Resident may assume that present exterior maintenance services provided by the Association will necessarily be continued [WD 586–590].

- Although the Association provided some level of maintenance for the dwelling itself in the past, currently the Association is not responsible for the maintenance of any part of the exterior of a residence. It is, however, responsible for maintenance of the **Common Property** (all land beyond the foundation of residential dwellings), including mailboxes, street lights, roadways, driveways (which are sealed and replaced as determined by the Maintenance Committee), and all Amenities [WD 554–645, 826–1042, 1180–1219]. (See **Common Property Maintenance** in this Handbook for all issues related to the land beyond your foundation.)

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- The owner is responsible for the entire exterior of the dwelling, including residential decks (which are **Limited Common Property**), and homes must be kept in good repair by and at the expense of the owner at all times [WD 556–60; HB Sect.2, see Chart on next page].

- If the Owner does not properly maintain the home, the Association may make a written demand that repairs be promptly remedied [WD 638–45]. Following due notice by the Board, the Association may undertake the maintenance that is not completed as required and assess the cost back to the owner. If unpaid, a legal process can be used to recover the costs of the maintenance. [WD 638–645; HB Sect.2: Pg.2,]

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- **Interior Structural Changes** require the Resident to acquire proper permitting according to the laws of the City of Westerville.

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- **Exterior Home Maintenance** must preserve the original design of the home and be consistent with other structures in the Association, including approved materials, designs, and colors [WD 780–84].

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The following chart summarizes Owner Residential Maintenance Responsibilities.

| Owner Residential Maintenance Responsibilities [HB Sect.2: Pgs. 3–6] | |
|---|---|
| Category | Responsibility |
| Roof and Flashing | <ol style="list-style-type: none"> 1. Repair and replacement 2. Appearance treatment (e.g., moss, mold, debris, etc.) 3. Performance problems (e.g., leaking roof or skylights) |
| Gutters | <ol style="list-style-type: none"> 1. Repair/replacement 2. Install additional gutters, gutter guards, or downspouts 3. Clear blockages 4. Clean 5. Stain using approved type and color |
| Skylights | <ol style="list-style-type: none"> 1. Repair/replace (due to leaking, fogging or other problems) 2. Clean |
| Chimneys and Flue Pipes | <ol style="list-style-type: none"> 1. Repair 2. Clean 3. Stain/paint using approved color |
| Exterior | <ol style="list-style-type: none"> 1. Stain using approved type and color 2. Caulk 3. Repair (e.g., re-nail or replace exterior boards) |
| Exterior House Lighting | <ol style="list-style-type: none"> 1. Repair wiring (resident must provide power to the fixture) 2. Replace bulbs 3. Repair/replace using approved fixture and globe |
| Windows | <ol style="list-style-type: none"> 1. Repair/replace frame 2. Replace glass (fogging, etc.) 3. Stain window frames using approved type and color 4. Clean |
| Foundations, Vents, and Utility Fixtures | <ol style="list-style-type: none"> 1. Stain using approved type and color 2. Repair/replace |
| Decks, Stairways, Railings, Privacy Fences, and Walkways | <ol style="list-style-type: none"> 1. Sand/stain/seal using approved types and color 2. Remove moss 3. Replace failing materials (including surfaces, posts, supports, railings, attachments to the structure, etc.) 4. Alter or remove deck (after approval by A&D Committee)/replace sidewalls (needed due to deck removal or repair) 5. Control insects/pests |

Limitations [WD 695–700]:

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- Regular Home Maintenance that does *not* change the exterior design or color of your residence does not require permission, but you may always seek advice from the Architecture and Design (A&D) Committee.
- However, if the exterior of your home will be changed *in any way* (e.g., style of replacement window or door, roofing material, exterior lighting, deck/railing design or material, or *anything* that changes the current look of the residence),

- 181 ○ strict guidelines set forth by the A&D Committee must be
- 182 followed
- 183 ○ the A&D Committee must approve such changes *prior* to the
- 184 beginning of any work.
- 185 ● A&D Committee approval *is* required for *all* alterations on Common
- 186 Property (anything beyond the foundation of your dwelling).
- 187 ● **Exterior Structural Changes—New Additions and/or Construction:**
- 188 ○ **Approval** from the A&D Committee must be sought for all new
- 189 construction that changes by submitting plans, details, and specifications
- 190 regarding the following [WD 780–84]:
- 191 ■ If effected, existing and proposed land contours and grades;
- 192 ■ All proposed additions and their proposed locations;
- 193 ■ Floor plans, cross sections, and elevations, including projections
- 194 and wing-walls;
- 195 ■ If required, exterior lighting plans;
- 196 ■ All proposed Limited Common Property or Common Property
- 197 changes (patios, decks, balconies, porches, etc.);
- 198 ■ Submission of sample materials to be used to the extent requested
- 199 by the Committee; and
- 200 ■ Other information, data, and drawings as may be requested by the
- 201 Committee.
- 202 ○ **Before Work Can Begin** [WD 785–97]:
- 203 ■ Normally, within a few days the A&D will acknowledge the receipt
- 204 of a properly submitted request.
- 205 ■ Once acknowledged, A&D will review the project
- 206 ■ Normally, within 1–30 days A&D will provide one of the following
- 207 responses to the Owner:
- 208 ✓ Request for plan revision(s) — work may not begin
- 209 ✓ Plan approval — work may begin
- 210 ✓ Plan disapproval — detailed reasons will be supplied
- 211 ■ If A&D does not respond within 30 days, it shall *not* be presumed
- 212 that the proposal is either approved or disapproved. Work cannot
- 213 begin until A&D approval is given *in writing*. [WD 785–89]
- 214 ■ Some projects will require intermittent A&D inspection and
- 215 approval.
- 216 ■ All new-build, remodel, and repair projects for which the City of
- 217 Westerville requires permits must be permitted according to the
- 218 law. Typically, this includes all structural construction and
- 219 repairs (decks, elevated walkways, stairs, foundations, walls,
- 220 etc.).

- 221 ▪ Neither A&D Members nor any other Association Member can
222 provide the legal approval that is required by City of Westerville.
223 ▪ Every Owner who submits plans to A&D agrees that no legal action
224 or suit will be bought against the Association to recover any
225 resultant damages.
- 226 ○ **Limitations** [HB Sect.2: Pg.1]:
- 227 ▪ All construction, remodeling, and maintenance activities should
228 be limited to Monday through Saturday from 8:00 AM to 6:00 PM,
229 except for emergency maintenance needs.
- 230 ▪ Construction vehicles should be in the Association only on days
231 that they are in use and should park in your driveway or a Guest
232 Parking Pad if at all possible. If impossible, drivers of such
233 vehicles must be present in case there is an emergency need to
234 have the vehicle moved.
- 235 ▪ Vehicles, special use dumpsters, equipment, etc., are not to be
236 stored in the community without written approval from the Board
237 of Trustees.
- 238 ○ **Completion** [WD 798–808, HB Sect.4: Pg.5; also see Appendix 7: A&D Resident Request and
239 Approval Form, Pg.6 in this Handbook]:
- 240 ▪ The owner must inform the A&D Committee in writing when the
241 approved work has been completed.
- 242 ▪ Within 10 days of the Owner’s notice of completion, A&D will
243 inspect the completed work and either issue a letter indicating its
244 approval of the work completed or annotate any items that must
245 still be addressed.
- 246 ▪ The project will not be considered complete until A&D has provided
247 a written letter or electronic communication indicating completion
248 and final approval of the project.
- 249 See the A&D section and Appendices 5–7 of this Handbook for additional
250 details.
- 251 • **Decks:** Residential decks are, in general, extensions of the home beyond the
252 foundation that occupy space *above* **Common Property**; thus, they are
253 defined as **Limited Common Property** (see below).
- 254 Therefore, the Association grants a **Non-Exclusive Easement** (see Glossary)
255 to Homeowners, Renters, Residents and their Guests to use all decks attached
256 to their particular residence [WD 301–05], similar to driveways, roads, etc.

- 257 ○ **Deck Limitations:**
- 258 ▪ The A&D Committee must approve any design changes prior to
- 259 beginning work.
- 260 ▪ Deck Design (railings, balusters, privacy fences, stairs, etc.) must
- 261 conform to pre-existing designs within the Association.
- 262 ▪ Deck Materials must consist of cedar or pressure treated pine and be
- 263 stained Lakeside Brown. Composite products (e.g., Trex) that
- 264 match the Lakeside Brown color may also be used with A&D’s
- 265 approval of the color.

266 • **Approved Exterior Stains [HB Sect.4, Exhibits; and Oct. 2011 Community vote]:**

| Exterior Item | Product * | Color | | | | |
|---|--|---------------------------|----|----|----|-----|
| Siding/Trim | Sherwin Williams WoodScapes Advanced Waterborne Formula UltraDeep Base — Solid (provides most consistent look, extends time between applications) | Lakeside Riverwood | | | | |
| | | CCE*COLORANT | 02 | 32 | 64 | 128 |
| | | L1-Blue | 10 | 10 | — | — |
| | | R2-Maroon | 10 | 10 | — | — |
| Siding/Trim | Sherwin Williams WoodScapes Advanced Waterborne Formula Clear Base — Semi-Transparent | Lakeside Riverwood | | | | |
| | | CCE*COLORANT | 02 | 32 | 64 | 128 |
| | | L1-Blue | — | 22 | 1 | — |
| | | R2-Maroon | — | 26 | — | — |
| Deck, Foundation Blocks, Electrical Outlets, Flues, Dryer Vents, Roof Vents, Soffit Vents, Roof Flashings, Soil Stacks, Gas & Electric Meters, Wall-Mounted Electric Cables, Disconnects, Telephone and Cable TV Boxes, Satellite Dishes, Planters, Privacy Fences, Garage Door Keypads, and any other Wood, Metallic, Rubber, or PVC Items fixed to the outside of the home. Option: Garage Door may be either Lakeside Brown or Lakeside Riverwood. | Sherwin Williams SuperDeck featuring Premium Duckback Technology Waterborne Formula — Solid Note: Deck Flooring only may be stained using Semi-Transparent Stain if desired. * Note: Any brand of product may be used, but it must match the colors noted above by Sherwin Williams. All products can be computer-color-matched. If there is a question about the color match, contact the Chair of the A&D Committee. | Lakeside Brown | | | | |
| | | CCE*COLORANT | 02 | 32 | 64 | 128 |
| | | W1-White | — | 43 | 1 | 1 |
| | | B1-Black | 38 | 45 | — | 1 |
| | | R2-Maroon | 6 | 50 | 1 | — |
| | | Y3-Deep Gold | 8 | 36 | 1 | — |

Note: The color Lakeside Yankee Barn was discontinued by vote of the Community (Oct. 2011).

Note: Specific products may change as manufacturers update their product line. Use these standards as a guide in consultation with the retailer.

- 267 • **Exterior/Interior A&D Rules and Regulations:** Outdoor furniture, plants,
- 268 decorations, or ornamentation placed, hung or displayed in, on, or upon any
- 269 part of the **Limited Common Property** or **Common Property**, or in any
- 270 window or doorway, or on any wall, railing, patio, deck, balcony, porch, or
- 271 walkway in a manner that is visible from the exterior of any building on the
- 272 Property must conform to standards of uniformity that preserve the “forest-
- 273 like” ambiance of the Association. Therefore, bright colors and pastels are
- 274 excluded.

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o **Limitations:**

| ITEM | COLOR & Other Stipulations |
|---------------------------------------|--|
| Outdoor Furniture | dark earth tones — natural wood, brown, dark green, black |
| Furniture Covers/Pillows | dark earth tones |
| Planters | terracotta or dark earth tones |
| Sculpture/Fountains | dark earth tones, small in stature |
| Mulch | dark brown pine nuggets, dark brown shredded hardwood, or pine needles (particularly in areas where pine trees exist) — see below. |
| Deck Storage Boxes | dark brown; may not be taller than the railing |
| Bird Houses/Feeders | natural wood or dark earth tones |
| Flags | only 1 of the following flags per home at any time in each category: 1. US, OH, Westerville 2. non-US country flag limited to day/week of national celebration 3. team flag limited to day of play no seasonal flags |
| Outdoor Holiday Decorations and Flags | Holiday Lights, Wreaths, and Ornaments: Thanksgiving – Jan. 7 All other US & non-US holidays limited to the week of the holiday. All decorative material must be on the house or deck unless otherwise approved by the Board (e.g., streetlights, mail boxes, etc.). Special lighting may not negatively affect another residence. Inflatable items are not allowed. |
| Decorative Signage | stone, wood, or dark metals; no red, yellow, white, or other bright lettering or design elements allowed |
| Pathway Lighting | dark brown or black; electric, battery, or solar; must be inconspicuous on decks, deck stairs and railings, and pathways |

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- **Approved Mulch:** In any Common Property area (anywhere outside of the foundation of your home) not already mulched, A&D Committee approval must be sought prior to installation. However, mulch may be replenished as desired in areas previously approved by the A&D Committee. Three mulch types are pre-approved for use in particular areas (see Appendix 7 for detailed information):

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- o Pine Bark Nuggets
- o Dark Brown Shredded Hardwood
- o Pine Needles

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Satellite Dishes must be...

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- o the smallest available dish from the provider
- o positioned inconspicuously and *not* on decks or deck railings
- o stained using Lakeside Brown or Lakeside Riverwood to match the area of installation.

290 • **Open Fires** are strictly prohibited everywhere in the Association, including
291 on Decks, Patios, Driveways, and all other **Limited Common Property** and
292 **Common Property** [WD 549–50]. All manners of wood-burning fire pits,
293 chimineas, pizza ovens, outdoor fireplaces, etc., constitute an open fire; gas
294 and charcoal grills do not constitute an open fire.

295 The City of Westerville rules for open burns are citywide and do not change
296 regardless of where you live in the city. [Westerville Master Fire Marshal]

297 **Limited Common Property** refers to those parts of a dwelling that are *above*
298 or *on* Common Property (beyond the foundation of a dwelling), but that are
299 intended for sole use by the owners/renters of the home and their Guests (who
300 have been granted a **Non-Exclusive Easement** for such use and which transfers
301 with the sale of the lot) [WD 1043–55].

302 In addition to **decks**, the following are designated **Limited Common Property**:

303 • **A Five-Foot Perimeter** * around the dwelling that may be used to place
304 equipment (ladders, scaffolding, etc.) needed to complete home
305 maintenance and make repairs on areas that extend beyond the exterior
306 foundation walls (eves, gutters, cantilevered extensions, balconies, etc.).
307 The owner is responsible for repairing any damage to the Common
308 Property when doing such work [WD 1202–14].

309 * **Note:** Because *all* landscaping must be approved by the LFA Architecture and
310 Design Committee, the Five-Foot Perimeter does not allow for unapproved
311 landscaping of any sort.

312 • **Porches, Patios, Walkways, and Entryways** are maintained by the owner.

313 • **Driveway:** The LFA Maintenance Committee is currently responsible for
314 the maintenance of all LFA driveways, which are sealed on a rotating
315 basis and repaired or replaced when approved by the Board.

316 **Parking:**

317 • **Residents** may park only in their driveways or garages under all normal
318 circumstances. It is the Resident’s responsibility to inform Guests and
319 Service Personnel where they may and may not park. Upon request, the
320 Board may provide a short-term parking permit in other locations that must
321 be displayed in clear view inside the vehicle.

322 • **Guests and Service Personnel** may park in host driveways, on the Guest
323 Parking Pads throughout the Association, or in the Island Parking Lot near
324 LFA North Park. Please reserve the Gazebo/Pool slots, including the
325 handicap spot, for those using the Island Amenities. In the case of large
326 parties, Guests still may not park on the streets but should be encouraged
327 to park on Schrock and Woodview Roads and walk into LFA.

328 • **Commercial Vehicles** of all sorts (marked passenger vehicles, marked or
329 unmarked commercial trucks and vans, etc.) may *not* be parked on either
330 Common Property (e.g., Guest Pads and Parking Lots) or Limited
331 Common Property (i.e., your driveway) on a daily basis or for more than 24
332 consecutive hours [HB: Pg.91]. Upon request, the Board may provide a short-
333 term parking permit that must be displayed by the owner in clear view
334 inside the vehicle.

335 • **Recreational Vehicles** of all sorts (including but not limited to campers,
336 camper vans, trailers, motorized watercraft, golf carts, and ATVs) may *not*
337 be parked or stored within LFA for more than 24 hours except for cleaning,
338 loading, or unloading without Board approval [WD 516–23, HB Sect.1].

339 • **Association Streets—NO PARKING:** Parking is *strictly prohibited* on all
340 LFA streets due to the narrow, curvy nature of the roadways and the need
341 to keep them free of obstacles for fast-moving police, emergency, and life-
342 saving vehicles, as well as large utility and delivery vehicles. Failure to
343 follow this important Rule may interfere with life-saving measures for
344 your friends and neighbors or may prompt the City of Westerville to place
345 *more* “No Parking” signs in our beautiful neighborhood. A Parking Notice
346 will be placed on the cars improperly parked, and repeat offenders can be
347 fined by the Board of Trustees [CR 299–343].

348 **Pets/Animals:** A small number (1–4 in total) of household pets (i.e., cats and
349 dogs) are allowed in your residence — as long as the Rules and Regulations of
350 the City of Westerville (see Appendix 9 of this Handbook) and the LFA and LVA
351 Associations are followed.

352 • **Limitations** [HB Sect.1: Pg.11]

- 353 ○ Livestock may not be raised, bred, or kept within the Association.
- 354 ○ The right to keep a particular pet may be revoked if the Board
- 355 determines that the animal is a nuisance [WD 526–538].
- 356 ○ Pets must be on leashes or carried whenever on all parts of the
- 357 Common Area. They are not allowed to roam freely, even at the
- 358 owner’s side.
- 359 ○ Pets are *not* allowed on any part of the Island or in the Lagoon.
- 360 ○ Pets may not be staked outside of the house (i.e., on Common
- 361 Property) or left unattended, including on residential decks (i.e.,
- 362 Limited Common Property).
- 363 ○ Dog barking must be controlled at all times.
- 364 ○ Residents may inform the Westerville Police or Animal Control to
- 365 report a pet nuisance, and should notify the Board of such action.

366 For additional information, see Appendix 9 in this Handbook.

367 **Refuse and Recycling:**

368 The City of Westerville does *not* collect refuse in the Association due to our
369 narrow and private streets; rather, the Association hires contractors to provide
370 these services.

371 Refuse and Recycle items are scheduled to be collected from the street's edge at
372 10 AM on Mondays and Thursdays. If either day is a national holiday, collection
373 moves to the following day.

374 • **Refuse and Recycling Limitations** [HB Sect.1: Pg.12]:

- 375 ○ Do *not* put refuse on the street's edge until the day of collection so as
376 to avoid animals getting into the trash.
- 377 ○ Loose trash and exceptionally heavy bags will not be collected.
- 378 ○ Place all trash in a strong bag that is sealed.
- 379 ○ Boxes must be broken down and may be placed in a trash bag.
- 380 ○ Trashcans may *not* be placed anywhere on the Common Property or in
381 any location visible outside of any Residential Dwelling.
- 382 ○ Construction and remodel materials, electronics, and large items
383 (appliances, mattresses, furniture, carpeting, etc.)
 - 384 ▪ can *not* be placed on the street's edge
 - 385 ▪ will *not* be collected
 - 386 ▪ can *not* be placed in or around the Refuse or Recycle Bins.

387 NOTE: Residents are responsible for having such items
388 removed from the Association *at their own expense*.

389 • **Refuse Bin:** Located near the Sports Court, the Refuse Bin is only for
390 disposal of normal waste materials, which Residents may deposit in the bin
391 at any time.

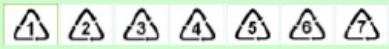
- 392 ○ Do *not* place recyclable or inappropriate items (see Limitations above)
393 in the Refuse Bin or on the Common Property surrounding the bin.
- 394 ○ All bin doors or covers must be closed after placing waste in the bin.

395 • **Recycle Bin:** Located near the Sports Court, the Recycle Bin is clearly
396 marked. The Association provides **Recycle Stickers** on an as-needed basis
397 (contact the President) and encourages all Residents to recycle as much as
398 possible. Residents may deposit refuse in the bin at any time.

- 399 ○ Do *not* place non-recyclable items in Recycle Bin or on the Common
400 Property surrounding the bin.
- 401 ○ All bin doors or covers must be closed after placing recyclables in the
402 bin.

403 LFA's waste management company places strict guidelines on what can and
404 cannot be placed in the Recycle Bin. The chart that follows summarizes

405 what can and cannot be recycled — but for complete information, contact
 406 the City of Westerville Service Dept. (614-901-6740) or The Solid Waste
 407 Authority of Central Ohio (614-871-5100 or at their Web site:
 408 <http://www.swaco.org/residents/residentialrecycling.aspx>).

| LAKESIDE FOREST RECYCLE LIST | |
|--|--|
| YES — You CAN Recycle These: | NO — You CAN'T Recycle These: |
| <ul style="list-style-type: none"> • PLASTIC — items with all codes below, but not ... <div style="text-align: center;">  </div> | <ul style="list-style-type: none"> Containers/Cups without a bottle-shaped neck Yogurt Cups & Drink Pouches Toys Plastic Bags, Films, or Bubble Wrap |
| <ul style="list-style-type: none"> • GLASS — all bottles & jars for food products; labels may remain on but please rinse all containers | <ul style="list-style-type: none"> Non-Container Glass Products, including windows, mirrors, light bulbs, drinking glasses, and ceramics |
| <ul style="list-style-type: none"> • METALS — aluminum, tin and bi-metal cans, aluminum foil, empty aerosol cans; labels may remain on but please rinse all cans | <ul style="list-style-type: none"> Paint Cans Cookware & Drink Pouches Automotive Parts Clothes Hangers Any non-container-shaped metals |
| <ul style="list-style-type: none"> • PAPER & CARDBOARD — all types except ... | <ul style="list-style-type: none"> Pizza Boxes Detergent & Wax-Coated Boxes Egg Cartons (incl. Styrofoam type) |
| <ul style="list-style-type: none"> • WOOD — Chip Board is acceptable, but not ... | <ul style="list-style-type: none"> Pallets Construction Materials <u>all</u> other wood products |
| | <ul style="list-style-type: none"> • TIRES |
| | <ul style="list-style-type: none"> • CHEMICALS |
| | <ul style="list-style-type: none"> • PAINT |
| | <ul style="list-style-type: none"> • MOTOR OIL |
| | <ul style="list-style-type: none"> • ELECTRONICS, including computers, televisions, radios, cameras, etc. |

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410 **Dumpster Day:** The Board, at their sole discretion, may provide a large
 411 dumpster from time to time, allowing Residents to dispose of larger refuse.
 412 Specific details will be made available for any scheduled Dumpster Day.

413 **Garage Sales and Yard Sales** are not permitted within the Association.

414 **Moving Out — provide a copy of this page to your Realtor!**

415 • **Home Sales and Realtors**

416 ○ **Signage:**

- 417 ▪ Homes that are for sale are permitted to have one sign,
418 commercial or otherwise.
419 ▪ The sign and its placement — typically on the deck, in a
420 window, or placed within a foot of the residence — are
421 subject to approval by the Architectural & Design Committee.

422 ○ **Open House:**

- 423 ○ The homeowner must contact the LFA President at least 48 hours
424 in advance of the date to request that the Front Gate to be
425 locked open for a scheduled Open House.
426 ○ Residents and Realtors may *not* block the Front Gate open on
427 their own accord.
428 ○ The Front Gate Code may not be given to the Realtor or
429 potential buyers (see **Gates** later in this Handbook).

430 • **Seller Responsibilities [HB Sect.1: Pg.2]:**

- 431 ○ The seller must leave this Handbook in a clearly visible location
432 during all showings of the residence, so that potential buyers are
433 better able to understand what is expected of Association Members.
434 ○ When moving out, the seller must leave the following items for the
435 new owner:
436 ▪ a copy of this Handbook (including all Foundational Documents)
437 ▪ the Association-provided Pool Key
438 ▪ the Association-provided Gate Transmitter
439 ○ Your Moving Van should be parked in the community only while
440 being loaded and should not block traffic.

441 • **Realtor Responsibilities:** Realtors are responsible for explaining to their
442 clients that Lakeside Forest is an Association consisting of **Fee-Simple**
443 homes completely surrounded by Common Property and regulated by
444 Foundational Documents that outline the Rules and Regulations for all
445 Owners and Residents.

- 446 ○ Realtors showing homes other than during a scheduled Open House
447 must use the Rear Gate for entrance to the community.

COMMON PROPERTY

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449 **Common Property** refers to all areas of the Association intended for the mutual
450 benefit, use, and enjoyment of the Residents [WD 526–38], including the following
451 Amenities:

- Roads
- Walkways & Paths
- Bridges
- Docks
- Parks
- Grassy & Forest Areas
- Lake Perimeter
- Canoes
- Island
- Gazebo
- Pool & Pool Decks
- Sports Court

452 In essence, every part of LFA that is not *within* the foundation of the dwellings,
453 from the entry ways through the Front and Rear Gates to the center of the Lake
454 (under the auspices of LVA), is Common Property that can be enjoyed by all
455 Residents within the Rules and Regulations of the Association.

456 **Resident and Guest Access:** All Residents and their family members have a
457 right to use the Common Property and recreational facilities for the purpose
458 they were intended. Common Property is to be used for the benefit of
459 Residents, and no one may interfere with the lawful rights of any qualified
460 user [WD 1320–1323]. Residents and their Guests are provided a **Non-Exclusive**
461 **Easement** to walk on all Common Property, including roads, driveways,
462 walkways, grass, around the Lake, etc. [WD 1215–19].

463 **Non-Resident Access:** Non-Residents may only use the LFA Amenities as
464 Guests of Residents [WD 437–39].

465 **Association Access** [WD 1223–1315]: The Association has the right to enter and
466 use all Common Property areas for maintenance and repair. The Board may
467 allow easement to any entity for improvements that benefit the Residents.
468 Repair to any damage on Common Property, except that by a utility
469 company, will be a **Common Expense** [WD 564–65].

470 **General Conduct on Common Property** [HB Sect.1: Pg.4]:

- 471 • Residents and their Guests should conduct themselves at all times in a
472 manner that exhibits consideration for others regarding noise, privacy,
473 and the disruption of the homeowner rights.
- 474 • Per LFA Rules & Regulations [Amendment 2; June, 2007], Guests and
475 Household Guests may walk within the Association and use the
476 recreational facilities (Pool, Lagoon, Lake, Sports Court, etc.). The
477 purpose of allowing Guests to use the recreational facilities is to

- 478 accommodate a Resident bringing occasional overnight Guests to their
479 home.
- 480 ○ **Limitations** (Guests on Common Property):
- 481 ■ While a reasonable number of Guests are welcome, their presence
482 should not inconvenience the Residents whose dues pay for the
483 Amenities.
 - 484 ■ If a Resident does not accompany Guests, a Guest Pass (available
485 from the Welcoming Committee or President) must be worn by
486 at least one Guest in the group while walking or in their
487 possession while at the Pool or Sports Court.
 - 488 ■ Residents may not provide Guest Passes to non-residents that are
489 not houseguests.
- 490 • Residents are not permitted to direct maintenance employees or contractors
491 working for the Association, nor shall they interfere with the performance
492 of their duties. If Residents have comments and concerns in this regard,
493 they should be directed to the Board of Trustees or the Maintenance
494 Committee Chair, as should all requests for maintenance.
 - 495 • If an Owner leases or rents his or her residence to others, it is the
496 responsibility of the Owner to notify the Board concerning who is to be
497 considered the Resident for purpose of usage of Common Property. The
498 common facilities are for the use of Residents, and both the Owner and
499 the Lessee cannot separately assume these privileges.

500 **Governance:**

- 501 • The Board has the right to make reasonable Rules governing the operation
502 and use of the Common Property, including all recreational facilities,
503 amenities, and other improvements that are part of the Common Property.
- 504 • These Rules are binding but may not discriminate against any individual
505 owner and must comply with the terms of the Warranty Deed [WD 394-400].
- 506 • The Board may adopt penalties or sanctions for violations of its Rules to
507 include fines, suspension of Voting Rights, and/or suspended access to
508 Amenities [WD 414-21].
- 509 • Approval from the A&D Committee is required for *all* alterations on
510 Common Property [WD 695-700], and the actions and decisions of A&D
511 shall be conclusive and binding on all interested parties [WD 681-94].

512 **Funding:** The Board shall include adequate contributions to a **Reserve Fund** to
513 cover maintenance, repair, and replacement of the Common Property. This
514 contribution is a part of the Regular Annual Assessment [WD 1435-40].

515 **Removing or Significantly Changing a Common Property Amenity** requires
516 a two-thirds affirmative Vote of all Members entitled to vote [WD 1366-75].

517 **Rules and Regulations for Specific Amenities and Services [HB Sect.1]**

518 **LFA ISLAND AMENITIES:**

519 NOTE: Due to the popularity of the Island Amenities, the information and rules in this section are
520 reviewed and updated on a regular basis. The content here is current as of the publication of this
521 Handbook; however, revisions and updates may be available and, when distributed, should be
522 placed in Appendix 11: *LFA Handbook Addenda* in this Handbook.

523 **Parking:** There are 3 parking spaces specifically for Island use — 2 regular
524 and 1 handicap — immediately outside the Island Gate. *No parking is*
525 *allowed in the driveway leading to these parking spaces.* However,
526 additional Island Parking is available in the large lot immediately to the
527 east of LFA North Park. Because *no parking is allowed on the LFA*
528 *streets*, large gatherings may require Guests to park on Schrock or
529 Woodview Roads and walk into the Association.

530 **Island Gate:** Access and egress are by key, which can be obtained from the
531 Welcome Committee or Maintenance Chair. The gate should *not* be
532 propped open due to legal liabilities.

533 **Gazebo:** The Gazebo serves as a gathering space and is intended for the
534 exclusive use of Lakeside Forest Residents, except during scheduled
535 “Parties” (see LFA ISLAND PARTIES below).

536 **Use:** Amenities within the Gazebo include a popcorn popping machine
537 and supplies (in the popper’s cabinet) to make delicious popcorn and
538 bag it, two refrigerators, an icemaker, disposable plates and cutlery,
539 plastic cups, paper towels and napkins, two charcoal grills and grilling
540 supplies (in the brown storage chest), a stereo system and free wi-fi.

541 **Cleaning:** Although volunteer Residents help maintain the Gazebo, all
542 users are expected to help keep the area clean — especially
543 immediately after a “Party,” which is the organizer’s responsibility.

544 **Island Limitations:**

- 545 • **Schedule:** The Island is only open for use during the warmer months,
546 typically opening in early May and closing near the end of September.
 - 547 ○ The Association will advise Residents of the opening and closing
548 days for the Island in a timely manner each year.
 - 549 ○ The Island and its Amenities are not intended for use by the
550 general public. Rather, the Island is for the enjoyment of LFA
551 Residents who pay for its maintenance and have ultimate legal
552 responsibility for the premises.
- 553 • **Pets** are *not* allowed on any part of the Island.
- 554 • **Fishing** is not permitted from the Island at any time
- 555 • **Non-Resident Guests:** Although the Association allows up to 5 Guests
556 per Resident Household, Guests must be accompanied by a Resident

557 or carry a Guest Pass. (These rules do not apply to Guests at
558 scheduled Island parties.)

559 • **Island Furniture and Equipment:**

- 560 ○ All Common Property, including Island Furniture and
561 Equipment, is to be treated in a manner that protects it from
562 damage, misuse, or loss.
- 563 ○ Residents must lower Pool umbrellas when leaving the facility to
564 protect them from wind damage.
- 565 ○ Residents must clean and straighten up after using the facilities.
- 566 ○ Please leave the Island in the kind of condition that you would
567 want to find it.

568 **Swimming Pool:** The Pool was built and is maintained with Association
569 funds and is intended for Resident use. The Association does not provide
570 a lifeguard, and all persons using the Pool do so recognizing the potential
571 risk they undertake. All persons swim at their own risk.

572 • **Pool Limitations** [Rules and Regulations, Amendment 2; June 2007]:

- 573 ○ **Children:**
 - 574 ■ Babies and Toddlers still in diapers or not fully potty trained
575 *must* wear disposable or reusable “swim diapers,” which
576 *must* be changed after being soiled. Any cost for required
577 pool treatment will be assessed to the Resident sponsoring
578 the user.
 - 579 ■ Swimmers 15 years of age or younger, whether Residents of
580 Lakeside Forest or Guests of Residents, are welcome to
581 use the Pool *if* they are accompanied by an adult, who is
582 solely responsible for the supervision of the children.
 - 583 ■ It is preferred that the pool be oriented for adults after 8:00 P.M.
- 584 ○ **No Running** is allowed on the Island.
- 585 ○ **No Diving** is allowed into the Pool.
- 586 ○ **Glass Containers:** No glass containers of any type are allowed
587 in the Pool or within a 6-foot perimeter of the Pool, including
588 the deck railings and steps. Glass is allowed in the Gazebo
589 and on deck tables that are no fewer than 6 feet from the
590 edge of the Pool. Even so, preference should always be
591 given to plastic and/or protective containers so that broken
592 glass does not cause a hazard to bare feet or end up in the
593 Pool, which would then need to be drained and cleaned
594 mid-season at great expense to the responsible party
595 [LFA President email to Residents dated 8.21.14 — see Appendix 6].

- 596 • **Pool Guests and Limitations:** Day-to-day Guests (not including
597 Parties) are permitted under the following limitations:
- 598 ○ Pool Guests are limited to 5 per Resident Household
599 ○ The Board reserves the right to ...
600 ▪ inform a Resident that is taking advantage of the Guest
601 policy, and
602 ▪ take appropriate action to ensure compliance.
603 ○ Guests must be accompanied by a Resident or carry a Guest Pass
604 ○ Residents and their Guests must be considerate of other
605 Residents' use of the Island and other Common Areas.
606 ○ Music and noise must be kept at a reasonable and moderate level
607 at all times and should not interfere with the quiet enjoyment
608 of the peaceful environment by others.
609 ○ Residents are responsible for making their Guests aware of the
610 Rules and are responsible for Guest behavior.
611 ○ The Resident hosting Guests will be held accountable for all
612 actions of their Guests [Rules and Regulations, Amendment 2; June 2007].
- 613 • **Pool House:** The small octagonal building that sits at the entrance to the
614 Island is the Pool House.
- 615 ○ **Bathrooms:** Two marked bathrooms are provided for Island users;
616 please keep them clean and notify a Resident if supplies need to be
617 replenished.
618 ○ **Shower:** An outdoor shower is found near the door to the Men's
619 bathroom.
620 ○ **Pump Room:** The other portion of the Pool House contains the Pool
621 equipment and supplies; access is available only to LFA staff
622 members.
- 623 • **Lagoon:** The Lagoon is the body of water that surrounds the Island. It
624 features a small and a large waterfall, a small and a large fountain, and a
625 canoe (the only type of watercraft allowed in the Lagoon). It is higher
626 than the Lake, from which water is pumped to fill it, and a spillway is
627 used to return the water to the Lake, providing fresh water for the school
628 of small fish that fill the approximately waist-deep Lagoon.
- 629 ○ **Lagoon Limitations:**
630 ▪ **Canoe capacity** is limited to two individuals, and a life jacket is
631 recommended for all children. The canoe is used at your own
632 risk.
633 ▪ **No fishing** is allowed in the Lagoon from any place on the Island
634 or from the Causeway (the thin strip of land that separates the
635 Lagoon from the Lake).

636 ▪ **Pets** are *not* allowed in the Lagoon.

637 • **Security Gate:** The Island Gate should be kept locked at all times for
638 both security and liability reasons. An Association-provided Key is
639 available from the Welcoming Committee or Maintenance.

640 The Island is susceptible to theft and vandalism; if “foul play” is
641 suspected, Residents should not put themselves in any potential risk
642 situation. Rather, note any identifying information and immediately
643 notify a Trustee or make a report to the Westerville Police Department
644 when appropriate.

645 **LFA ISLAND PARTIES:** A gathering at the Island by a single Resident
646 Household with *more than* 5 Guests (non-Residents) is considered a “Party.”

647 • **Party Limitations:**

648 ○ **Rules:** All LFA Rules and Regulations pertaining to Common
649 Property, and those specific to the Island Amenities, pertain to all
650 Residents and Guests attending a Party on the Island.

651 ○ **Rental Fee:** Parties are subject to a rental fee set by the LFA Board.

652 ○ **Scheduling:** A party must be scheduled with the LFA Gazebo
653 Coordinator. See “Party Reservations” on the following page.

654 ▪ **Holidays:** Reservations are not accepted on the day of a
655 Holiday (e.g., Labor Day, July 4, Memorial Day).

656 ▪ **Fridays:** The only parties that can be scheduled on a Friday
657 are Association or Resident-Only Parties (see below).

658 ○ **Party Amenity Use:** When a Party is scheduled, the use of the
659 Gazebo is reserved solely for the Resident(s) holding the
660 reservation and their Guests, who may also use the other Island
661 Amenities. However, other LFA Residents may also use the
662 remaining Island Amenities (Pool, Decks, Restrooms, and
663 Lagoon) in the normal manner.

664 ○ **Party Size:** Group Events are limited to 100 people.

665 ○ **Party Parking:** It is the responsibility of the Party organizer to
666 inform non-residents of the Association’s parking rules, including
667 *not* parking in the driveway leading to the Pool Gate or on any
668 Association street. Note: Guests may park in the Party organizer’s driveway, in
669 the 3 dedicated pool parking spaces, in the large lot east of the pool, in any Guest
670 Parking Pad, or on any of the streets surrounding the Association.

671 ○ **Time Limit:** Parties are limited to 6 hours, regardless of start time.

672 ▪ **Weekday Parties** (Mon. – Thurs.) must end no later than 11 P.M.

673 ▪ **Weekend Parties** (Sat. & Sun.) must end no later than 1 A.M.

- 674 ○ **Noise:** Crowd noise and music can be disrupting to other Residents.
675 The party organizer is responsible to keep volume levels at a
676 reasonable level.
- 677 ○ **Party Preparation:** Although volunteers strive to keep the Gazebo
678 clean at all times, their availability is very limited. Plan on
679 arriving early to prep the area to your personal standards.
- 680 ○ **Party Supplies:** Residents are expected to provide their own
681 supplies for reserved events. Stocked supplies are not intended for
682 use by invited Guests.
- 683 ○ **Party Cleanup:** Regardless of the Party Category (see below),
684 cleanup immediately following the party is the responsibility of
685 the involved residents, including cleaning the table and counter
686 surfaces, as well as any Association utensils or containers;
687 returning tables and chairs to their normal locations; emptying all
688 trashcans, replacing the trash bags (usually available under the bar
689 counter), and placing the bags in the Association Trash and
690 Recycling Bins as appropriate; lowering any open umbrellas; and
691 being sure the Island Gate is locked.
- 692 ○ **Leftovers:** Any food, beverages, or supplies left after an event will
693 be discarded at the discretion of the volunteer staff or other
694 Residents. In particular, the refrigerators are only intended for
695 storage on a single-day basis.

696 • **Party Reservations:**

- 697 ○ Reservations are made by contacting the Gazebo Coordinator.
- 698 ○ A *Gazebo Reservation Information* Form that includes rules and
699 regulations related to the reservation must be signed by the
700 responsible Resident prior to a date being scheduled.
- 701 ○ Dates are scheduled on a first-paid/first-reserved basis.
- 702 ○ Parties can *not* be scheduled on any contiguous Saturday and Sunday.
- 703 ○ If the requested date is available, a Reservation Fee (contact the
704 Gazebo Coordinator for current fee) must be paid to officially
705 confirm and hold the date requested.
- 706 ○ A list of all reservations will be placed near the Island Entry Gate and
707 is available from the Gazebo Coordinator. Every effort is made to
708 assure accuracy of the list, but mistakes happen. Please contact the
709 Gazebo Coordinator if a correction is required.

710 • **Party Categories and Related Policies:**

- 711 ○ **Association Party:** The Association may reserve the Gazebo for
712 Association-related events (e.g., Board or Committee meetings,
713 Third-Friday Gatherings, LVA Annual Party, etc.).

- 714 ○ **Resident-Only Party** [LFA President email to Residents dated 8.21.14]:
715 A Resident Group of any size may use the Gazebo for a gathering of
716 particular Residents.
717 ▪ a Reservation is *recommended* to avoid conflicts with other
718 potential Resident Groups
719 ▪ no Rental Fee is required as all attendees are Residents
720 ▪ see “Party Cleanup” above
721 ○ **Resident Appreciation Party:** Each Resident Household may
722 Reserve the Gazebo for 6 or more Guests one time per season
723 *without* a Rental Fee.
724 ▪ such Parties are limited to Monday through Thursday
725 ▪ a Reservation is required
726 ▪ a cleanup deposit must be paid to the Gazebo Coordinator at
727 least 15 days prior to the event — see “Party Cleanup” above
728 ○ **Resident/Guest Party:** *Any* gathering on the Island organized by a
729 single Resident Household that includes *6 or more* non-resident
730 Guests (other than a Resident Appreciation Party), whether the
731 Gazebo is used or not, is considered a “Party.”
732 ▪ a Reservation is required
733 ▪ a Reservation Fee is required
734 ▪ charges will be billed if the facilities require cleaning or repair
735 of damaged items following the party
736 ▪ Residents are responsible for the appropriate conduct of their
737 Guests and seeing that all Association Rules and Regulations
738 are followed

739 **NON-ISLAND AMENITIES:**

740 **North Park:** This is the large green area just to the east of the Island that
741 consists of a variety of trees, a curving brick walkway, a circular planting
742 area with curved seating, and a picnic table. Please take some time to sit
743 and enjoy its simplicity and beauty.

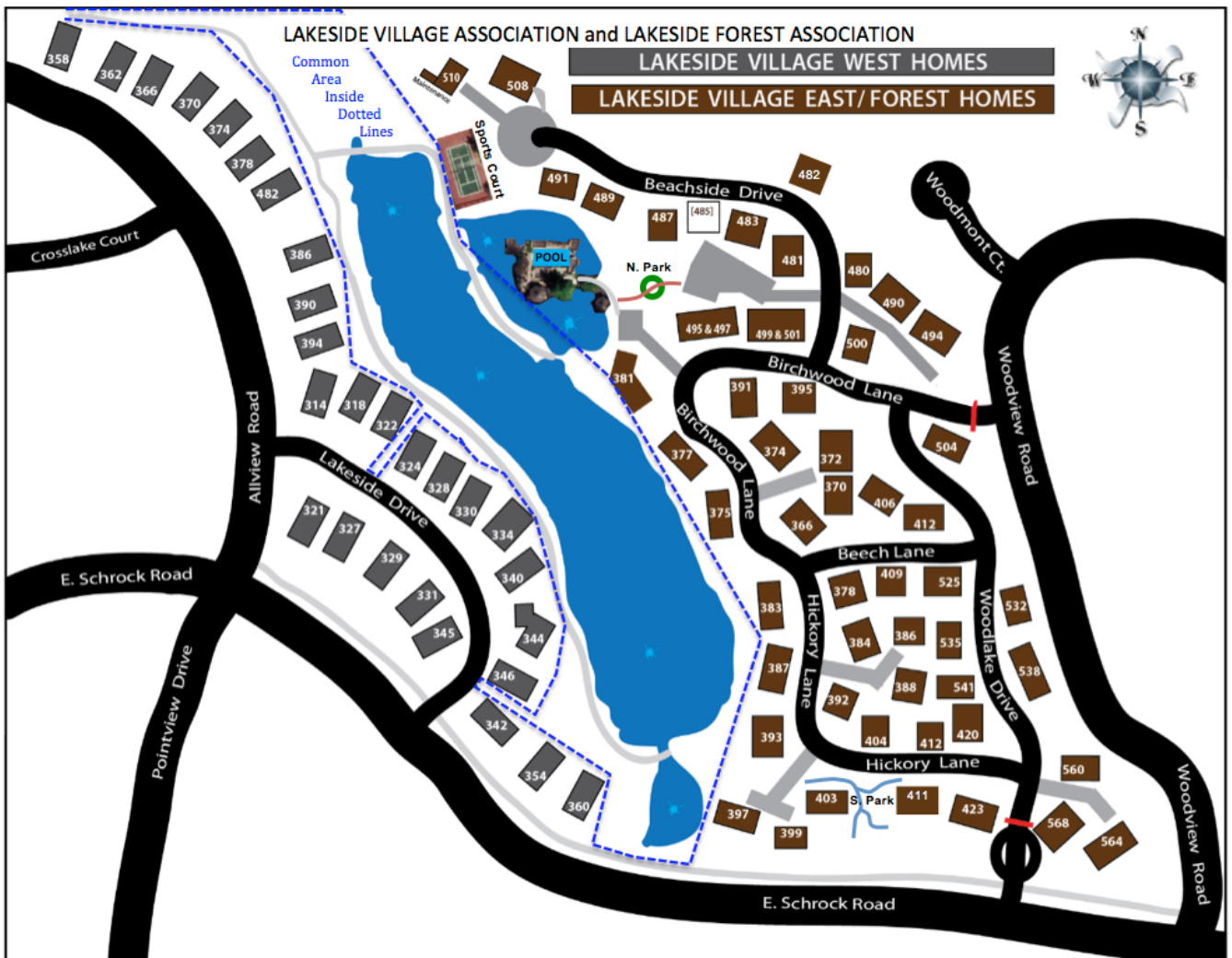
744 **South Park:** This large rock-landscaped area between 403 and 411 Hickory
745 was created to control vast amounts of water that traverse down the
746 sloping hill and off the Schrock Road berm. It features a large variety of
747 trees and plantings, a whimsical wooden bridge to cross to the center, and
748 natural stump seating. Please try to observe it working immediately after a
749 large rain as it channels the water away from homes and into the natural
750 basin to the west of 403 Hickory.

751 **Sports Court:** This multi-use paved and fenced sports court is available in
752 the northwest corner of the Association just north of the Island and Pool.
753 It is intended for the exclusive use of LFA Residents and their Guests and

754 features permanent markings and a net for Tennis, includes a Basketball
755 hoop at the north end, and can be set up temporarily for Pickleball. There
756 is a bench for observers.

757 • **Court Limitations:** Playtime is limited to one hour if others are waiting
758 to use the court for any normal activity. Other Uses of the court that
759 may damage the surface (which is not intended for bicycles) are
760 prohibited, including those that involve heavy and/or sharp objects.

- 761 **ROADS:** The Association incorporates 5 Roads: Beachside Drive, Beech Lane
762 (the shortest), Birchwood Lane, Hickory Lane, and Woodlake Drive.
763 • Woodlake Drive begins at the Front Gate and dead-ends into
764 Birchwood Lane.
765 • Birchwood Lane begins at the Rear Gate, turns left at the Lake (with a
766 driveway to the Island/Pool Parking spaces) and ends at the three-
767 way intersection of Birchwood, Hickory Lane, and Beech Lane
768 (which is one-way and traverses uphill to Woodlake), and.
769 • Hickory Lane goes from the three-way intersection and turns to
770 parallel Schrock Road to the Front Gate area, crossing Woodlake to
771 service 3 homes.
772 • Beachside Drive, which dead-ends into Birchwood, has two “tributary”
773 drives at its beginning: one that turns left into the large parking lot
774 and services 4 homes, and one that turns right and services 4 homes.
775 Continuing straight at this intersection eventually ends in a circle at
776 the Sports Court, Trash Bins, and Maintenance Shed.



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• **Road Limitations:**

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- **Speed Limit:** 10 MPH on all LFA Roads

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- **No Roadside Parking:** Due to the narrow and winding nature of the Roads, *it is essential that no vehicles park at the Road's edge* to allow for the passage of emergency and delivery vehicles. Parking is allowed only in Driveways, on Guest Parking Pads (see below), and multi-car spots provided near the LFA Island/Pool facility.

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Gates: LFA is a gated community and has a total of 3 Gates: 2 Road Gates and 1 Island Gate. If a Gate needs to remain open for any reason, *never* force the Gate open or block it from closing on your own accord — this could seriously damage the Gate mechanisms and cause an expensive repair for which *you* will be liable. Rather, contact the LFA President 48 hours in advance so that the proper process is used and in a timely fashion. Also, do *not* attempt to close an open Gate on your own accord; that will be done by the appropriate authority.

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• **Front Gate:** The Front Gate features two entrance lanes and one exit lane. The two halves of the Gate swing open, moving away from the vehicle. The front entrance is intended to service only normal-sized family vehicles only. A “No Trespassing” sign is posted at the Gate.

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- **Guest Entrance:** The right entrance lane is for Guests and service providers.

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- A Panel lists Resident names and provides two-way communication to a Resident via cell or landline phone.

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- Entering 9 on the Resident phone opens the Gate for Guests and service providers.

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- If the panel is *not* working, do *not* provide the Resident code for the Center Lane; rather, ask the driver to circle around and come in the Rear Gate.

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- 814 ○ **The Front Exit Lane Gate** automatically opens, following a
- 815 slight pause, when a car passes over sensors embedded in the
- 816 pavement.
- 817 ○ **Front Gate Limitations:**
- 818 ▪ **Time Limit:** The Gates will close automatically within
- 819 approximately 75 seconds.
- 820 ▪ It is the Resident’s responsibility to make their visitors
- 821 aware of the automatic time limit.
- 822 ▪ The driver holds all responsibility for failing to clear the
- 823 Gate path in time.
- 824 ▪ **Service/Delivery Vehicles:** Residents are responsible for
- 825 instructing service and delivery vehicles — especially
- 826 large ones — to use the Rear Gate for entry into the
- 827 Association.
- 828 • **Rear Gate:** The Rear Gate is a single gate that pivots up to open. It is
- 829 intended to service both family and larger delivery/service vehicles. A
- 830 “No Trespassing” sign is posted at the Gate. During severe winter
- 831 conditions, the Rear Gate will be locked in the open position by the
- 832 Maintenance staff to avoid accidental damage, and it will be closed
- 833 when appropriate by the Maintenance staff.
- 834 ○ **Entering:** Vehicles must get quite close (“nose up”) to the Gate
- 835 to trigger a sensor that will open it automatically.
- 836 ○ **Exiting:** The Gate automatically opens, following a slight pause,
- 837 when a car passes over sensors embedded in the pavement.
- 838 ○ **Transmitter:** The Association-provided transmitter is also
- 839 programmed to work on the Rear Gate.
- 840 ○ **Rear Gate Limitations:**
- 841 ▪ **Time Limit:** The Gates will close automatically within
- 842 approximately 75 seconds.
- 843 ▪ It is the Resident’s responsibility to make their visitors
- 844 aware of the automatic time limit.
- 845 ▪ The driver holds all responsibility for failing to clear the
- 846 Gate path in time.

847 **Guest Parking Pads and Lot:** Several “Guest Parking Pads” that can

848 accommodate from 1–3 cars are located throughout the complex, but they

849 are unmarked. While a few are along the Road’s edge (specifically on

850 Birchwood and Hickory), most are perpendicular to the Road.

851 Guests and Workers may also park in your driveway, in the large lot near

852 the North Park and Island Complex, or on Schrock or Woodview Roads,

853 which flank the Association on its north and east perimeters.

854 There are also 2 regular parking spots and 1 handicap-designated spot near
855 the Pool Gate.

856 • **Pad/Lot Limitations:** Residents are restricted from parking on these
857 Pads, which are reserved for Guests and Service Vehicles. At the
858 Board’s discretion, a Resident may receive a special short-term
859 parking permit that must be displayed in clear view inside the vehicle
860 when parked on a Guest Parking Pad or in the large Lot.

861 **THE LAKE** [LVA Rules and Regulations, 2016] is maintained by the Lakeside Village
862 Association and is for the exclusive use of LVA and LFA Members and Guests.

863 • **Risk:** All use of the Lake and all Lake Amenities is at your own risk.

864 • **Guests:** Owners are expected to accompany Guests while fishing, ice
865 skating, or engaging in any other Lake-centered activity and are
866 responsible for informing Guests and renters regarding all guidelines that
867 pertain to their activities.

868 • **Watercraft:** Paddleboats, canoes, kayaks, paddle boards, and watercraft
869 with quiet, electric motors are permitted in the Lake.

870 ○ **Paddleboats** tied to the docks are the personal property of
871 individual owners and are not for common use. The use of
872 lifejackets is encouraged for adults and mandatory for children.
873 Boats are kept in the water from approximately April 1 to
874 November 1. Owners are required to store boats inconspicuously
875 during the other months.

876 ○ **An Orange Canoe** owned by the LFA is available for use on the
877 Lake by LVA and LFA Residents. Paddles are in the canoe. The use
878 of lifejackets is encouraged for adults and mandatory for children,
879 who must be accompanied by an adult.

880 • **Docks:** Owned and maintained by the Lakeside Village Association, docks
881 are available for any LFA or LVA homeowners to lease on a first-come,
882 first-served basis for a one-time, non-transferable fee. A new Resident
883 has the right of first refusal for a dock leased by the previous owner of
884 their house [2016 LVA Rules & Regulations, Item 5]. Contact the LVA Board for
885 dock availability and fee amount.

886 • **Fishing:** The Lake is stocked and fishing is permitted under a catch-and-
887 release policy. The Lake consists of run-off water and is treated with
888 chemicals — the fish are *not* safe to eat.

889 • **Swimming** in the Lake is *prohibited* as it consists of run-off water and is
890 treated with chemicals.

891 • **Spillway:** Walking on the spillway (cement structure under the bridge by
892 LFA's Lagoon) is dangerous and should not be attempted.

893 • **Waterfowl:** Feeding the geese, ducks, and other waterfowl is prohibited at
894 all times and shall result in fines [2016 LVA Rules & Regulations, Item 7].

895 **COMMON PROPERTY MAINTENANCE** [HB Sect.2, Pg.1]: Homeowners
896 should bring maintenance concerns to the attention of the Lakeside Forest
897 Maintenance Chair by filling out an LFA Maintenance Request Form
898 (available in the mailboxes at both gated entrances) and submitting it to the
899 Maintenance Chair. The request will be handled in one of the following
900 ways:

- 901 ✓ Determined to be the Resident's responsibility
- 902 ✓ Scheduled for completion with notification to the Resident
- 903 ✓ Forwarded to the Board of Trustees for review and decision

904 The Association reserves the right to deny repairs or require the owner to
905 contribute if the Resident's negligence or activities caused the need for the
906 repair.

907 • **Limitations:**

- 908 ○ Homeowners will not be reimbursed if they make unauthorized
- 909 repairs or changes to the Common Property.
- 910 ○ All Homeowner changes to the Common Property must be
- 911 approved by the A&D Committee.

912 The chart on the next page summarizes Association and Resident Common
913 Property Maintenance Responsibilities.

| Association and Resident Common Property Maintenance Responsibilities | | |
|--|---|---|
| [HB Sect.2: Pp.3-6] | | |
| Category | LFA Responsibility | Property Owner Responsibility |
| Trees | <p>On a schedule determined by the Board of Trustees:</p> <ol style="list-style-type: none"> 1. Prune/trim (to prevent damage to homes) 2. Remove dead trees 3. Plant new trees 4. Maintain forest | <ol style="list-style-type: none"> 1. Repair damage to homes/decks caused by Mother Nature (e.g., wind, tree branches, etc.). |
| Landscaping | <ol style="list-style-type: none"> 1. Mulch, weed and plant flowers (in common beds only) 2. Trim/maintain forest areas (consistent with natural appearance and within guidelines established by the Board or Maintenance Committee) 3. Mow/trim grass | <ol style="list-style-type: none"> 1. Replace and/or maintain A&D Committee-approved plant material and landscaping installed/changed by Resident. 2. After seeking and receiving A&D Committee approval, make changes to landscaping (including mulch, rocks, pavers, etc.). |
| Streets and Driveways | <ol style="list-style-type: none"> 1. Seal and repair asphalt (on a schedule determined by the Board of Trustees) 2. Blow leaves 3. Remove debris 4. Remove snow if over 1.5 inches 5. Salt streets as needed and provide salt for driveways | <ol style="list-style-type: none"> 1. Prevent vehicle fluid leakage 2. Prevent residence drainage onto asphalt surfaces (e.g., Sump pumps, downspouts, etc. to be directed away from asphalt.) |
| Mailboxes | <ol style="list-style-type: none"> 1. Stain 2. Repair 3. Replace with approved design | |
| Street Lights | <ol style="list-style-type: none"> 1. Repair/replace fixtures, globes, bulbs, wiring, photocells and posts with approved design 2. Stain fixtures and posts. | |
| Exterminating | | <ol style="list-style-type: none"> 1. All responsibility for pest control |

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COMMON EXPENSES

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916 **Common Expenses**, which are shared by all Owners in the Association, refers
 917 to all Administrative and Common Property costs, including but not limited to
 918 the following:

- Office Supplies
- Attorneys
- Retainers
- Insurance
- Maintenance
- Replacement
- Equipment & Labor
- Repair & Restore
- Fidelity Bonds
- Utility Services
- Amenities
- Association Truck

919

[WD 81–84] [WD 252–54] [WD 826–31] [WD 1152–59] [CR 288–89]

ASSESSMENTS

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921 Lakeside Forest Homeowners are automatically Members of *both* Lakeside Forest
 922 Association *and* Lakeside Village Association, and they must pay the
 923 Assessments approved by the Boards of both Associations [HB Sect.1: P.3].

924 LVA Members (which includes LFA Owners) are responsible for all Assessments
 925 imposed by the LVA Board to raise funds for either planned or unplanned
 926 Common Expenses (e.g., maintenance of the Lake, fountains, docks, riprap,
 927 spillway, causeway landscaping, Schrock Rd. landscaping south of the LVA
 928 Lagoon, and the towpath, as well as mowing around the perimeter of the Lake.)
 929 LVA Assessments are due no later than April 30 and may be paid at the LVA
 930 Annual Meeting or sent to the LVA Treasurer. Monthly late fees begin May 1
 931 [LVA 7.1.16 Procedures and Organization 1.a.3].

932 LFA Members are responsible for all Assessments imposed by the LFA Board to
 933 raise funds for either planned or unplanned Common Expenses [WD 84–87],
 934 including but not limited to maintenance of amenities, fountains, forest,
 935 landscaping, and roads, as well as mowing and snow removal. No net earnings
 936 of the Association can be spent inappropriately for any private person or
 937 business [CR 35–37].

938 Several categories of Assessments are defined in the LVA Foundational Documents:

- 939 • **Annual (Regular) Assessment:** A yearly Assessment levied by the Board to
940 cover the annual Common Expenses of the annual budget. Owners of
941 Unbuilt Lots will pay two-thirds of the Annual Assessment
942 [WD 203-05, 833-41].
- 943 ○ Payment: In advance as equal monthly, quarterly, or semi-annual
944 payments, or as a single payment [WD 843-46].
- 945 • **Capitol (Special) Assessment:** An extra Assessment levied by the Board
946 to cover exceptional or unplanned costs or improvements that exceed the
947 Reserves. [WD 203-05, 833-41].
- 948 ○ Payment: Due upon receipt or by the date specified [WD 1030-35].
- 949 • **Supplemental Assessment:** An extra Assessment levied by the Board to
950 cover an insufficient Annual Budget [WD 846-1013].
- 951 ○ Payment: Due upon receipt or by the date specified [WD 1030-35].
- 952 • **Lot Assessment:** An Assessment may be charged against a particular Owner
953 for the cost of services due to damage caused by negligence [WD 1152-59].
- 954 ○ Payment: Due upon receipt or by the date specified [WD 1030-35].

955 **Due Dates:** Regardless of the payment schedule used, all required Assessments
956 are due on the first day of the month.

957 **Late Fees** are charged if a required Assessment payment is not received by the
958 tenth day of the month. (Details are provided in the LFA Assessment
959 Collection Policy — see Appendix 5 of this Handbook.)

960 **Submission:** Assessments can be dropped in the LFA drop box located *above*
961 the 404 Hickory Mailbox or mailed to the Association’s official address:

962 Lakeside Forest Association
963 520 South State Street
964 Box 195
965 Westerville, Ohio 43018

966 **Non-Payment Penalties:** The Board may adopt penalties or sanctions for
967 violations of its Rules, including fines, suspension of Voting Rights, and
968 suspended use of Common Property Amenities [WD 415-21]. The Association
969 may have a lien placed on the property to secure payment of assessments or
970 fines [WD 1035-36]. All expenses incurred by the Association in the attempt to
971 recover past-due assessments, including late, lien, and legal fees and court
972 costs, will be charged to the property owner in arrears [WD 1493-1571] (see
973 Appendix 5 of this Handbook).

GOVERNANCE

974

975 **Property Owner Participation**

976 Property owners of Lakeside Forest are encouraged to participate in the
 977 governance of the community and the activities planned by committees
 978 [HB Sect. 1: Pg.1].

979 **Board of Trustees**

980 **Purpose:** The Lakeside Forest Board of Trustees consists of six volunteer,
 981 Member-elected Residents whose power and authority is established by the
 982 LFA Code of Regulations. The Board manages the business and affairs of the
 983 Association according to the duties outlined in the Association's
 984 Foundational Documents: Articles of Incorporation, Warranty Deed, and
 985 Code of Regulations [CR 142–46], as well as referencing Ohio Revised Code
 986 5312 regarding Ohio Planned Community Law. Foundational Documents
 987 are filed with the Franklin County Recorder's Office and are recorded in
 988 Deed Book 3464, beginning at page 625, and Deed Book 3466, beginning at
 989 page 220 [HB Sect. 1: Pg.1]. These documents, together with the legally
 990 promulgated rules of the Board of Trustees, are the governing resources for
 991 the Lakeside Forest Association.

992 The Board of Trustees may employ or engage the services of a non-resident
 993 manager and delegate the duties to be performed with a minimum two-thirds
 994 Vote of approval of the Association Members. A maximum contract period
 995 for a manager is limited to 3 years and must be approved by a majority Vote
 996 of the Members [CR 198–200].

997 **Membership:** Trustees must be Members of the Association [CR 148–49].

- 998 • **Compensation:** Trustees may not receive any compensation for their
 999 services as Trustees, but may serve the Association in any other capacity
 1000 and may receive compensation as approved by the Board [CR 187–90].
- 1001 • **Vacancy:** When there is a Trustee vacancy on the Board, the remaining
 1002 Trustees must fill the vacancy from the list of Trustee nominees at the
 1003 previous Annual Meeting. The term of the replacement Trustee will
 1004 expire according to the term of the Trustee replaced or when a successor
 1005 is elected [CR 162–66].
- 1006 • **Removal:** Any Trustee may be removed at a meeting of the Members of
 1007 the Association with a positive Vote of 75% of all Members [CR 151–54].

1008 **Officers and Duties:** Members of the Board will elect all officers: President,
1009 Vice-President, Secretary, Treasurer, and others if needed. [CR 211-14]

1010 **President:** The President will...

- 1011 • preside at all meetings of the Board at which he/she is present
- 1012 • supervise and oversee the affairs of the Association
- 1013 • perform all duties required by the office and imposed by the Board
- 1014 • upon expiration or termination, deliver all records to his or her
- 1015 successor [CR 215-18].

1016 **Vice President:** The Vice-President will...

- 1017 • perform the duties of the President in his or her absence
- 1018 • perform all duties required by the office and imposed by the Board
- 1019 • upon expiration or termination, deliver all records to his or her
- 1020 successor [CR 219-21].

1021 **Secretary:** The Secretary will, under the Board's supervision...

- 1022 • keep accurate records of acts and proceedings of the Board
- 1023 • keep accurate records of the names and addresses of the Members of
- 1024 the Association
- 1025 • perform all duties required by the office and imposed by the Board
- 1026 • upon expiration or termination, deliver all records to his or her
- 1027 successor or to the President [CR 222-29].

1028 **Treasurer:** The Treasure will, under the Board's supervision...

- 1029 • keep accurate financial records of the Association
- 1030 • distribute such records at the direction of the Board
- 1031 • supervise all receipts and expenditures, including fees and
- 1032 assessments; abstracts of the same will be presented at Board
- 1033 Meetings and the LFA Annual Meeting
- 1034 • upon expiration or termination, deliver all records to his or her
- 1035 successor or to the President [CR 230-43].

1036 **Term of Office** [CR 149-50]:

- 1037 • Trustees are elected for a 3-year Term
- 1038 • 2 of the 6 Board Members are elected each year
- 1039 • no Term Limit exists

1040 **Board Meetings** [CR 168-80]:

- 1041 • the Board must meet at least once each calendar quarter
- 1042 • Meetings must be held in Franklin County
- 1043 • typically, monthly meetings are held

1044 • the President or Secretary of the Board must send an electronic or
1045 written notice to all Trustees concerning a meeting. This notice should
1046 be at least 3 days in advance, but not more than 20 days.

1047 **Quorum [CR 182-86]:** A majority of the Trustees present at a meeting shall be
1048 a quorum and shall perform the actions of the Board unless otherwise
1049 required by legal doctrine. If a quorum does not exist, the meeting can be
1050 adjourned.

1051 **Committees:**

1052 • The Board may create committees of at least 3 people, 1 of whom must be a
1053 Board Member. Typically, committees are limited to 6 Members.

1054 • The Board may delegate any power of the Board to a Committee.

1055 • **Committee Members...**

- 1056 ○ serve on a volunteer basis
- 1057 ○ serve at the direction of the Board
- 1058 ○ are responsible for their administration and record keeping subject to
1059 procedures established by the Board [CR 251-55]
- 1060 ○ are not compensated for their service

1061 **STANDING COMMITTEES:**

1062 • **Architecture and Design Committee (A&D):** The Architecture and
1063 Design Committee is the only Standing Committee that is specifically
1064 and extensively detailed in the Warranty Deed (see **WD 647-824**).

1065 ○ **A&D Members** must be full-time Residents (i.e., their LFA home is
1066 their primary Residence) for not less than 2 years [WD 654-55].

1067 ○ **Mission:** A&D’s mission is to preserve the beauty, harmony, and
1068 aesthetic continuity (“look and feel”) of the entire Community and
1069 maintain consistent design and logical relationships throughout the
1070 Association. All details of the **Limited Common Property** and
1071 **Common Property**— that is, *everything* that is visible on the
1072 exterior of each home, including but not limited to the following
1073 items — must use Association- or A&D-*approved materials and*
1074 *colors*, including but not limited to the following items [WD 659-73]:

- 1075 ▪ all exterior walls, doors, windows, roofs, etc.
- 1076 ▪ decks, balconies, railings, patios, walkways, etc.
- 1077 ▪ outdoor furniture, planters, etc.
- 1078 ▪ plants and landscaping (mulch, rock, etc.)
- 1079 ▪ decorations and ornaments of all sorts
- 1080 ▪ assuring the use of natural colors (earth tones) and materials
1081 for all of the above will blend with the natural environment

- 1082 ▪ providing assurance that the natural environment (trees,
1083 grades, contours) will be effected as little as possible
- 1084 ○ **A&D Duties** [WD 674–80, 818–24; HB Sect.3, Pg.1]: The A&D Committee ...
- 1085 ▪ establishes standards and specifications that generally describe
1086 acceptable outdoor furniture, plants, plant containers,
1087 decorations, and ornamentation
- 1088 ▪ specifies the information, data, and drawings that it desires or
1089 needs in order to consider each request for approval
- 1090 ▪ reviews, evaluates, and approves or disapproves proposed
1091 plans for the alteration or replacement of such items
- 1092 ▪ enforces the Restrictions of the Foundational Documents or
1093 those imposed by the Board
- 1094 ▪ enforces A&D’s policies, guidelines, standards and decisions
1095 when so authorized or directed by the Board.
- 1096 ○ **Resident Required A&D Requests and Approval** [HB Sect.3, Pg.2]:
- 1097 A Formal Request must be submitted to the A&D Committee, and
1098 Approval must be granted prior to any of the following:
- 1099 ▪ altering the look of the exterior of any dwelling or building
1100 (including maintaining, repairing, remodeling, or building
1101 new structures)
- 1102 ▪ altering any Limited Common Property or any part of the
1103 Common Property (including landscaping, mulching, and
1104 planting
- 1105 ▪ decorating any part of a dwelling’s exterior, Limited Common
1106 Property, or Common Property (including the colors of all
1107 outdoor furniture, planters, and decorations, which may be
1108 placed no further than five feet away from your foundation)
- 1109 ▪ placing items inside the home that can be seen from the
1110 exterior that do not meet the color requirements of the
1111 Association’s Rules and Regulations
- 1112 See the Personal Property and Common Property sections of this
1113 Handbook for additional details.
- 1114 ○ **A&D Form for Resident Requests** [HB Sect.4, Pgs.1–6]: Appendix 7 of
1115 this Handbook provides a form with comprehensive details
1116 regarding items that must be addressed for changes to the exterior
1117 of existing homes, Common Property, or new construction on an
1118 available, buildable lot.
- 1119 • **Budget and Capital Improvements Committee:** This committee, which
1120 works in concert with the Maintenance Committee, develops a budget for
1121 the day-to-day operation of the Association and develops a capital-
1122 improvements budget that addresses long-term and infrastructure issues.

- 1123 • **Election Committee:** This committee is appointed by the Board for the
 1124 purpose of seeking Candidates to run for election to the Board of
 1125 Trustees in an election that takes place at the Annual Meeting of the
 1126 Members [CR 116–20].
- 1127 ○ **Duties:** After the Board sends out a request to all Association
 1128 Members to find out who may be interested in becoming a
 1129 Candidate for a 3-year term as a Trustee, the Nominating
 1130 Committee...
- 1131 ▪ collects a Bio from each Candidate 1 month prior to the
 1132 Annual Meeting for distribution to all Members
 - 1133 ▪ sends out the rules and voting procedures for the election to
 1134 all Members 2 weeks prior to the Annual Meeting
 - 1135 ▪ tallies votes from ballots cast by Members in one of the
 1136 following ways:
 - 1137 ✓ submitted in person at the Annual Meeting
 - 1138 ✓ submitted via Absentee Ballot
 - 1139 ✓ sent by mail prior to the Annual Meeting
 - 1140 ▪ presents the final tally to the President, who announces the
 1141 election results during the Annual Meeting
- 1142 • **Handbook Committee:** This committee provides active oversight of the
 1143 items included in this Handbook, including tracking all changes of
 1144 information, rules, and policies approved by the Board for distribution as
 1145 Addenda (see Appendix 11), as well as future revisions of this Handbook.
- 1146 • **Maintenance Committee:** The Maintenance Committee oversees the
 1147 upkeep, repair, replacement, and day-to-day needs of all Association
 1148 Common Property and Amenities. All maintenance to Common Property
 1149 is a Common Expense and must fit within the Annual Budget approved
 1150 by the Board of Trustees [WD 554–65].
- 1151 ○ **Maintenance Request Form [HB Sect.2, Pg.1]:** A form to request
 1152 specific Maintenance work related to your driveway or the
 1153 Common Property around your home or elsewhere in the
 1154 community is available from the Maintenance Chair and in the
 1155 mailboxes at both the Front and Rear Gates. All requests will be
 1156 prioritized as approved by the Maintenance Chair and/or Board.
- 1157 • **Welcoming Committee:** This committee provides a complete and ongoing
 1158 resource for new Residents as they transition into the LFA Community, as
 1159 well as providing Resident contact information to the LFA and LVA
 1160 Boards.

1161 **AD HOC COMMITTEES** may be appointed by the Board as needed. Such
1162 Committees will serve at the direction of the Board for a period to be
1163 determined by the Board.

1164 **Administrative Indemnification** [CR 258–60]:

1165 Any Board Member, Officer, Agent, Committee Member, or Employee of the
1166 Association, both past and present, shall be protected when they act in good
1167 faith and in what was believed to be in the best interest of the Association.

1168 **Annual Meeting of the Association** [CR 87–108]:

1169 An Annual Meeting of the Members of the Association, held in Franklin
1170 County, is required to elect members to the Board of Trustees and to report
1171 on the annual progress of the Association.

- 1172 ■ A written or printed Meeting notice must be given to Members.
- 1173 ■ The LFA President presides at the Annual Meeting.
- 1174 ■ Reports by all Standing Committees are made.
- 1175 ■ Reports by Ad Hoc Committees are made if included on the agenda.
- 1176 ■ Financial records for the current fiscal year are distributed, explained,
1177 and discussed.
- 1178 ■ The Board-approved Annual Budget for the next fiscal year is
1179 distributed, explained, and discussed, and a Vote to approve the
1180 budget as presented or amended is conducted.
- 1181 ■ The Election Votes are tallied by the Election Committee and the new
1182 Trustees (2 each year serving 3-year terms) are announced.
- 1183 ■ The President reviews the future plans for the Association and
1184 questions and discussion by the Members present follows.
- 1185 ■ The first Board meeting of the new Board of Trustees is held
1186 immediately following the adjournment of the Annual Meeting and
1187 the Board Members elect the Board Officers.

1188 **Voting Rights:**

- 1189 • Voting is limited to one Vote per Residential Owner/Household or Lot Owner.
- 1190 • Votes may be registered at the Annual Meeting, a Special Meeting, or via mail
- 1191 or email if so authorized by the Board of Trustees.
- 1192 • The following chart designates the Voting Requirements for particular actions.

| Vote Item | Positive Owner Vote Requirement | Source |
|---|---|-----------------------|
| Elect a Trustee | Highest Vote Count | [CR 122–23] |
| Call a Special Meeting | Majority of Trustees <i>or</i> One-Fourth of Members | [CR 92–94] |
| Amend the Warranty Deed (limited to every 3 years beginning 2000) | Majority | [WD 1573–82] |
| Approve a Managerial Contract | Majority | [CR 198–200] |
| Major Amenity Changes | Two-Thirds | [WD 1366–75] |
| Method of Determining Assessment | Two-Thirds | [WD 1381–1416] |
| Employ a non-Resident Manager | Two-Thirds | [CR 195–96] |
| Construct an Addition to an Existing Home | Two-Thirds | [HB – see Appendix 7] |
| Vacate an Easement | Two-Thirds | [HB – see Appendix 7] |
| Approve a Special Capital Assessment if a major repair exceeds 25% of the Reserve | Two-Thirds | [WD 553–56] |
| Change of Construction Materials | Two-Thirds | [HB 1417–1421] |
| Omit, change, waive, or abandon A&D Rules and Regulations | Two-Thirds | [HB 1421–1426] |
| Amend/Adopt Code of Regulations | Three-Fourths | [CR 195–96] |
| Trustee Removal | Three-Fourths at a Special Meeting | [CR 151–54] |

1193 **Sanctions** [CR 292–350; HB Sect.4, Pg.10]: The Board has the right and authority to
1194 impose sanctions (suspended voting rights, impose a fine, or suspended access
1195 to amenities) on any Member who remains in violation of Community Rules
1196 after the following written notices have been provided the violator at an address
1197 in the records of the Association:

- 1198 • A&D or Board **Warning** — a written warning that an Association Rule has
1199 been violated and must be abated within a specified time to avoid further
1200 action.
- 1201 • A&D or Board **Demand** — a written demand to cease and desist from
1202 violating a Rule; if not abated after 10 days a Notice may be sent.
- 1203 • Board **Notice** — continued violation following the demand deadline and
1204 within twelve months or if the same Rule is subsequently violated allows
1205 the Board to send a Notice of a Hearing.
- 1206 • Board **Hearing** — a closed session of the Board at least 10 days after the
1207 Notice has been served at which the violator and any witnesses may be
1208 present and heard. The result of the Hearing, including any Sanctions,
1209 will be entered into the records of the Association and delivered to the
1210 violator no later than 15 days after the Hearing date.

1211 See Appendix 10: Procedure for Violation of LFA Rules and Regulations.

1212 See Appendix 5: LFA Assessment Collection Policy.

GLOSSARY

Note: The Warranty Deed is the ultimate authority regarding the terms contained here. Other Association Foundational Documents may also be referenced, as well as legal terminology sources.

| TERM | Definition |
|--------------------------------|---|
| [AI] | Articles of Incorporation — version filed 11.6.15 |
| [CR] | Code of Regulations — version filed 11.6.15 |
| [HB] | Handbook — specifically, the 2010/2009 version |
| [WD] | Warranty Deed — version filed 11.6.15 |
| A&D | Architecture and Design (Committee) |
| A&D Approval | Written documentation of A&D Committee Approval to begin work on an Owner/Resident-submitted project to change the exterior of a dwelling or any part of the Common Property or Limited Common Property. |
| A&D Submission | An Owner/Resident-written document submitted to the A&D Committee requesting permission to change the exterior of a dwelling or any part of the Common Property or Limited Common Property. |
| Ad Hoc Committee | A committee appointed by the Board of Trustees for a particular purpose; the committee ceases to exist when the specified work is completed. |
| Annual (Regular) Assessment | A fee paid by Residents and set by the Board of Trustees to raise capitol that supports the Annual Budget of the Association; can be paid monthly, quarterly, semi-annually, or annually. |
| Annual Meeting | A required, Board-scheduled yearly meeting open to all Association Members to report on the State of the Association, elect Trustees, and Vote on any Association actions as requested by the Board of Trustees or required by the Foundational Documents; must be held in Franklin County in Ohio. |
| Appurtenance | A right, privilege, or improvement belonging to and passing with a principal property. |
| Architecture and Design (A&D) | An LFA Committee that is specifically detailed in the Warranty Deed, and which is dedicated to the preservation of the design concepts of the Association. |
| Articles of Incorporation [AI] | An LFA legal Foundational Document filed with Franklin County that documents the creation of the Corporation (Association); the document can be amended and re-filed periodically (once every three years beginning from Jan. 1, 2000 forward). |
| Assessment [WD 203-07] | Fees set by the Board and paid by the Owners to support the Common Expenses (approved budget) needed to maintain and improve the Common Property of the Association. |
| Association [WD 208-10] | A group of people organized for a joint purpose; in this case, all Owners of an LFA dwelling or lot and their resident family. |
| Association Member | Any Owner and his/her resident family. |

| | |
|---|---|
| Board [WD 211–13] | Board of Trustees abbreviation. |
| Board of Trustees [WD 211–13] | Six Member-elected Association volunteer Residents who manage and oversee the needs of the Association. |
| Board Officer | A Trustee-elected Member of the Board of Trustees who serves an official capacity: President, Vice-President, Treasurer, or Secretary. |
| Capitol Assessment | An Assessment above and beyond the Annual Assessment that is levied by the Board to cover exceptional or unplanned costs or improvements that exceed the Reserves. |
| Causeway | A dirt embankment with water on both sides that connects two bodies of land with a path of some sort. |
| Chair | A Committee Member that serves as the parliamentary head of the Committee. |
| Code of Regulations [CR] [WD 217–20] | A legal LFA Foundational Document that codifies the Rules and Regulations of the Association and is filed with Franklin County; the document can be amended and re-filed periodically as desired. |
| Common (Shared) Expense [WD 252–60, 564–74] | All expenses related to the management, maintenance, and improvement of the Association’s Common Property. However, if any Common Property is damaged due to the neglect or Residents or the Guests, the Board may impose a Special Assessment on the responsible party to cover the cost of the repair. |
| Common Property [WD 262–69] | All land that is outside of the exterior foundation walls of each individual dwelling and all improvements to it. |
| Common Property Insurance | The Board is obliged to insure all Common Property, including any building, against loss of fire or other hazards. Coverage must be equal to replacement costs and must be reviewed annually. Any proceeds from a claim must be paid to the Board of Trustees, and the Board is responsible for repair or restoration of the damaged property. |
| Deed | A writing or document executed under seal and delivered to affect a conveyance (transfer from one entity to another), especially of real estate. |
| Deed Restrictions [WD 270–73] | The various elements, covenants, conditions, restrictions, reservations, agreements, and liens imposed and created by a deed. |
| Deed Restriction Duration [WD 1573–82] | Beginning Jan. 1, 2000, Deed Restrictions and the charges and liens provided in the Warranty Deed will automatically be extended for successive periods of 3 years each unless, prior to the end of any such extension period, a majority of the Owners Vote to terminate a Deed Restriction and the changes are recorded in Franklin County Recorder’s Office. |
| Demand | The third step in a resolution attempt; preceded by a Notice and prior to a Hearing (if necessary). |
| Development [WD 274–81] | 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 a planned neighborhood development known as Lakeside Forest, together, with all buildings and other improvements thereon, and all easements, rights, and other appurtenances thereto. |

| | |
|---|---|
| Dwelling | A home in which Residents live. |
| Dwelling Lot [WD 282–87] | A portion of the Development that is intended to be improved with a building or part of a building that is intended for use solely for residential purposes and purposes necessarily incidental thereto. |
| Easement | An Association Member’s right to enter onto or use the Association’s property; does <i>not</i> include ownership (e.g., roads, walkways, and other Common Property). |
| Enure | Legal term meaning “to take or have effect or serve to the use, benefit, or advantage of a person.” AKA inure. |
| Fee Simple (Undivided Fee Simple Interest — as used in several places in the WD) | Claim of ownership of commonly owned property and/or assets where each co-owner has unrestricted claim to the entire common property and/or all assets, but no owner has unrestricted claim to any single part of the common property or assets. |
| Five-Foot Perimeter | A Non-Exclusive Easement granted to an Owner providing a five-foot strip of land around the perimeter of the dwelling for the purpose of repairing the exterior of the home. |
| Foundational Documents | Legal documents filed with Franklin County that are used to explain and govern the Association: Articles of Incorporation [AI], Warranty Deed [WD], and Code of Regulations [CR]. These documents are interpreted using common language in the LFA Handbook of Rules and Regulations [HB] with cross-references to the original language. |
| Guest | Anyone invited to LFA by a Resident. |
| Handbook [HB] | A Board-approved document that explains the Association’s Founding Documents in common terms and outlines the Rules, Regulations, standards, and procedures of the Association; the document can be amended redistributed as desired by the Board. |
| Hearing | A special closed meeting of the Board and a Resident to discuss actions related to the Resident’s failure to follow Association Rules and Regulations; may result in Sanctions and may be followed with legal action (if necessary). |
| Homeowner | A Mortgagor (borrower) or outright owner of a dwelling. |
| Improvements [WD 289–96] | Buildings, roads, streets, driveways, parking areas, walkways, sidewalks, retaining walls, swimming pools, recreational facilities, decks, stairs, steps, signs, storm and sanitary sewer lines, waterlines, trees, shrubs, plantings, poles, and all other structures and landscaping. |
| Lagoon | A shallow body of water separated from the main body by a small strip of land (in this case, the causeway). |
| Lakeside Forest [WD 297–99] | A planned neighborhood development on an 11.889-acre tract of real estate identified in the Warranty Deed as the Development. |
| Lessor | An Owner who leases (rents) a dwelling to a lessee (renter) |
| LFA | Lakeside Forest Association |

| | |
|--|--|
| Limited Common Property [WD 301-05] | Those parts of a dwelling that are <i>above</i> or <i>on</i> Common Property (beyond the exterior foundation walls of a dwelling), but that are intended for sole use by the owners/renters of the home and their Guests (e.g., Decks, Porches, Patios, Walkways, Entryways, Driveways, etc.). The Association grants an easement for the use of these improvements, and the easement “travels with” the sale of the dwelling. |
| Limited Exterior Service Facilities [WD 306-13] | All plumbing, electrical, heating, cooling, and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts, and conduits that are designed to serve the residence dwelling but are located <i>on or above</i> Common Property. |
| Lot | A particular tract or parcel of land within LFA. |
| Lot Assessment | The Annual Fee paid by the Owner of an Unbuilt Lot; equal to two-thirds (rounded up) of the Annual Assessment. |
| Lot Owner | A Mortgagor (borrower) or outright owner of an Unbuilt Lot within the Association. |
| LVA | Lakeside Village Association |
| Member | An Owner within the Association and his/her resident family. |
| Mortgagee | The entity that lends money in a mortgage, typically a bank. |
| Mortgagee Rights & Protections [WD 1345-1359] | A new Mortgagee is not responsible for the liens, claims, or assessments placed on the previous Mortgagee by the Association. If requested by any Mortgagee, the Association must provide notification of any Owner that is in default for more than 60 days. |
| Non-Exclusive Easement | An Association Member’s right to enter onto or use the Association’s Common Property; does <i>not</i> include ownership. |
| Non-Member | Anyone who is not a Member of the Association, including Renters and Guests. |
| Non-Resident | Anyone who does not live in an LFA dwelling. |
| Non-Waiver [WD 1468-1477]. | Just because an action is <i>not</i> taken by the Board, Association, Committee, or Individual, does not mean a Rule or Regulation has been changed or waived. |
| Notice | The first step in a conflict resolution attempt: A written notification from an Association governing body regarding action that must be taken by an Owner or Resident. |
| Occupant [WD 315-17] | Any person or persons who lawfully in possession of [and living in] an Association dwelling or who owns a dwelling lot. AKA Resident. |
| Officer | A Trustee who is elected by the other Trustees to serve as President, Vice-President, Secretary, or Treasurer of the Board of Trustees. |
| Owner(s) | The mortgagor (borrower) or outright owner of a dwelling or lot within the Association |
| Penalty | A sanction for disobeying a Rule; can include loss of voting rights, fines, or suspended access to Amenities. Any penalties are subject to Article VII of the Code of Regulations. [WD 422-27] |
| Person [WD 318-20] | A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property. |
| Personal Property | An LFA dwelling for which the Resident is the Owner or Mortgagor (borrower). |

| | |
|---|--|
| Plat [WD 321–25] | The land plan (map) 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. |
| Property [WD 326–28/387–88] | Interests in land and the improvements on that land; an LFA Owner owns a dwelling and the land <i>within</i> the foundations walls of the dwelling; LFA owns all property outside of the foundation walls of each dwelling and within the borders of the Association. |
| Quorum | The minimum number of Members of an assembly that must be present at any of its meetings to make the proceedings of that meeting valid. |
| Recreational Vehicle | Campers, camper vans, trailers, motorized watercraft, golf carts, ATVs, etc. |
| Regular (Annual) Assessment | An annual fee paid by Residents and set by the Board of Trustees to raise capitol that supports the Annual Budget of the Association; can be paid monthly, quarterly, semi-annually, or annually. |
| Regular Maintenance | Maintenance that does not change the design of an existing dwelling or existing landscaping. |
| Renter | A Resident who is renting from an Owner; Renters are <i>not</i> Members of the Association, but may be granted the Owner’s Voting Right by the Owner. |
| Reserve Fund | A savings account set aside by the Association to meet the future costs of upkeep and any unexpected costs that may arise. |
| Resident | Any person or persons who lawfully in possession of [and living in] an Association dwelling or who owns a dwelling lot. AKA Occupant. |
| Rules and Regulations [WD 396–407] | <p>The procedures, processes, and requirements set forth in the LFA Foundational Documents and the LFA Handbook, which are applied equally to all Residents.</p> <p>The Board of Trustees has the right to make Rules regarding the use of Common Property. These Rules are binding, but may not discriminate against any individual Owner, must comply with the terms of the Warranty Deed, and <i>enure</i> (see Glossary entry) to the benefit of Owners and Occupants of all Dwellings and 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, family members, and any other person who uses or has the right to use any part of the Common Property.</p> <p>The Association may enforce any of its Rules or Regulations through an action for injunctive relief brought in any court of competent jurisdiction.</p> |
| Sanction [WD 422–27] | A penalty for disobeying a Rule; can include loss of voting rights, fines, or suspended access to Amenities. Any penalties are subject to Article VII of the Code of Regulations. |
| Shared (Common) Expense [WD 252–60, 564–74] | All expenses related to the management, maintenance, and improvement of the Association’s Common Property. However, if any Common Property is damaged due to the neglect or Residents or the Guests, the Board may impose a Special Assessment on the responsible party to cover the cost of the repair. |

| | |
|---|---|
| Special Assessment | An Assessment to be shared equally by all Owners resulting from an insufficient Annual Budget |
| Standing Committee | A Board-appointed committee that meets regularly, has specified tasks, and continues from year to year. |
| Supplemental Assessment | A Board-set Assessment resulting from an insufficient Annual Budget; to be shared equally by all Owners. |
| Tenant [WD 390-93] | A person entitled to possession of any portion of the Property or Improvements thereon, pursuant to a contract with the owner thereof. |
| Term | The length of time and elected Trustee or Committee Member will serve; LFA positions have 3-year terms. |
| Trustee | A Member-elected representative to the Board of Trustees; a Trustee normally serves a 3-year term. |
| Trustee Vacancy | The time from when a Trustee leaves the Board for any reason until the position is filled; the replacement Trustee completes the Term of the Trustee replaced. |
| Unbuildable Lot | A lot within LFA that has been deemed unable to be built upon for some reason. |
| Unbuilt Lot | A lot within LFA that does not have a dwelling on it; LFA has only one such lot is currently. |
| Undivided Fee Simple Interest (as used in several places in the WD) | Claim of ownership of commonly owned assets or property where each co-owner has unrestricted claim to all of the assets or the entire property, but now owner has unrestricted claim to any single asset or part of the property. |
| Voting Right | The Owner's right to Vote on Association business; one Vote per dwelling or lot is allowed. |
| Warning | The second step in a conflict resolution attempt, following a Notice and prior to a Demand (if necessary). |
| Warranty Deed [WD] | A legal LFA Foundational Document filed with Franklin County that provides details regarding the formation of the Association and the Rules, Regulations, standards, and procedures set forth by the original owners; the document can be amended and re-filed periodically (once every three years beginning Jan. 1, 2000, forward). |

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Appendix 1

LFA

ARTICLES OF INCORPORATION

Available to LFA Members
On the LFA Web site

<https://lakesideforestassociation.com>

Appendix 2

LFA

WARRANTY DEED

Please Note: There is a line-numbering anomaly on the 2016 legally filed LFA Warranty Deed. The line numbers do *not* appear to be continuous from page to page due to the method that was used to update the document in 2016:

Page 1 = Line Numbers 1–42, but Page 2 = Line Numbers 81–133.

The reason for this is that the right-hand column, which describes all changes made to the previously filed deed, has “invisible” line numbers applied to it:

Page 1 Right Column = “invisible” Line Numbers 43–80

This process continues throughout the deed. Despite this anomaly, this deed is included here because it is *the* deed legally filed with the Franklin County Recorder’s Office.

Available to LFA Members
On the LFA Web site

<https://lakesideforestassociation.com>

Appendix 3

LFA

**CODE OF
REGULATIONS**

Available to LFA Members
On the LFA Web site

<https://lakesideforestassociation.com>

Appendix 4

OHIO REVISED
CODE 5312
REGARDING
OHIO PLANNED
COMMUNITY LAW

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Ohio Revised Code 5312: Ohio Planned Community Law

5312.01 Definitions.

As used in this chapter:

- (A) "Assessment" means the liability for an expense that is allocated to a lot in a planned community.
- (B) "Bylaws" means an instrument filed with the declaration that provides for the operation of the owners association. "Bylaws" also is referred to as "regulations" pursuant to Chapter 1702. of the Revised Code.
- (C) "Common element" means any property in a planned community that the owners association holds in fee or has use of pursuant to a lease or easement.
- (D) "Common expense" means any expense or financial liability of the owners association, including allocations the association designates for reserves.
- (E) "Declarant" means the owner of property who executes and records a declaration that the property is a planned community.
- (F) "Declarant control" means the period of time in which the declarant controls the owners association by appointing or electing the members of the association's board of directors.
- (G) "Declaration" means an instrument a property owner executes and records to declare that the property is a planned community subject to the provisions of this chapter.
- (H) "Dwelling unit" means a detached building or the portion of a building that is designed and intended for use and occupancy for residential purposes by a single household or family.
- (I) "Limited common element" means a common element that a declaration designates as reserved for use by a certain lot or lots, to the exclusion of other lots.
- (J) "Lot" means a parcel or tract of land that is formed when a larger parcel of land is subdivided pursuant to Chapter 711. of the Revised Code, has a separate parcel number assigned by the county auditor, and is occupied or intended to be occupied by a dwelling unit.
- (K) "Owner" means a person who owns a lot in a planned community. "Owner" does not include any person that has an interest in a lot solely as security for an obligation.
- (L) "Owners association" means an organization that is comprised of owners of lots in a planned community and that is responsible for the administrative governance, maintenance, and upkeep of the planned community.

(M) "Planned community" means a community comprised of individual lots for which a deed, common plan, or declaration requires any of the following:

- (1) That owners become members of an owners association that governs the community;
- (2) That owners or the owners association holds or leases property or facilities for the benefit of the owners;
- (3) That owners support by membership or fees, property or facilities for all owners to use.

NOTES:

A condominium property as defined in section 5311.01 of the Revised Code is not a "planned community."

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010. .

5312.02 Applicability of chapter; establishment of planned community.

(A) Any planned community in this state is subject to this chapter. No person shall establish a planned community unless that person files and records a declaration and bylaws for that planned community in the office of the recorder of the county or counties in which the planned community is located.

(B) Any declaration for a planned community shall be accompanied by bylaws that provide for the operation of the planned community. The declaration and bylaws shall provide for all of the following:

- (1) The election of the board of directors of the owners association;
- (2) The number of persons constituting the board;
- (3) The terms of the directors, with not less than one-fifth to expire annually;
- (4) The powers and duties of the board;
- (5) The method of removal of directors from office;
- (6) Whether the services of a manager or managing agent may be engaged;
- (7) The method of amending the declaration and bylaws;
- (8) The time and place for holding meetings and the manner of and authority for calling, giving notice of, and conducting meetings;
- (9) The common expenses for which assessments may be made and the manner of collecting from the owners their respective shares of the common expenses;
- (10) Any other matters the original declarant or the owners association deem necessary and appropriate.

(C) Nothing in this chapter invalidates any provision of a document that governs a planned community if that provision was in the document at the time the document was recorded and the document was recorded prior to the original effective date of this chapter.

(D)

(1) The board of directors of the owners association of any planned community that is in existence on the original effective date of this chapter shall file and record the bylaws of that planned community that are in effect on that effective date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty days after that effective date.

(2) The board of directors of the owners association of any planned community that is in existence on the original effective date of this chapter shall file and record the bylaws that are adopted by the owners association on or after that effective date in the office of the recorder of the county or counties in which the planned community is located within ninety days after the date of adoption of the bylaws.

(3) The board of directors of the owners association of any planned community that adopts an amendment to the bylaws of that planned community shall file and record the amendment in the office of the recorder of the county or counties in which the planned community is located within sixty days after the date of adoption of the amendment.

(4) Nothing in division (D)(1) or (2) of this section shall require the board of directors or owners association of any planned community that is in existence on the original effective date of this chapter to adopt bylaws of that planned community.

(5) No board of directors of the owners association of a planned community that is in existence on the original effective date of this chapter shall pursue any civil action against any person based upon any provision of the bylaws of that planned community or upon any amendments to the bylaws until the bylaws or amendments are filed and recorded under division (D)(1), (2), or (3) of this section.

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010.

5312.03 Administration; owners association; board of directors.

(A)

(1) An owners' association shall administer a planned community, and a board of directors the owners elect from among the owners and their spouses shall exercise all power and authority of the owners association. If an owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the owner may be elected to the board.

(2) Unless otherwise provided, a board of directors may carry out any action this chapter requires or allows an owners association to take, subject to any vote required of the owners.

(B) A declarant shall establish an owners association not later than the date upon which the first lot in the planned community is conveyed to a bona fide purchaser for value. The owners association shall be organized as a nonprofit corporation pursuant to Chapter 1702. of the Revised Code.

(C)

(1) If provided in the declaration, a declarant may control the owners association for the period of time the declaration specifies. During the time of declarant control, the declarant or the declarant's designee may appoint and remove the members of the board. The period of declarant control shall terminate not later than the time at which all of the lots have been transferred to owners.

(2) Not later than the termination of any period of declarant control, the owners shall elect a board of directors comprised of the number of members the declaration or bylaws specify.

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010. .

5312.04 Election of officers; powers; meetings.

- (A) A board of directors of an owners association shall elect officers from the members of the board, to include a president, secretary, treasurer, and other officers as the board designates.
- (B) A board may act in all instances on behalf of an association unless otherwise provided in this chapter, the declaration, or bylaws. The board may appoint persons to fill vacancies in its membership for the unexpired portion of any term.
- (C) Except during a period of declarant control, the board shall call a meeting of the owners association at least once each year. Special meetings may be called by the president, a majority of the board, owners representing fifty per cent of the voting power in the owners' association, or any lower share of the voting power as the declaration or bylaws specify.
- (D) The board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the board can hear or read in real time and participate and respond to every other member of the board.
- (E) In lieu of conducting a meeting, the board may take an action with the unanimous written consent of the members of the board. Any written consent shall be filed with the minutes of the meetings of the board.
- (F) No owner other than a director may attend or participate in any discussion or deliberation of a meeting of the board of directors unless the board expressly authorizes that owner to attend or participate.
- (G) The board of directors of an owners association shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112. of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010. .

5312.05 Amendments to declaration or bylaws.

- (A) Unless otherwise specified in the declaration or bylaws, the owners may amend the declaration and bylaws by the consent of seventy-five per cent of the owners, either in writing or in a meeting called for that purpose. No amendment to the declaration or bylaws is effective until filed in the office of the county recorder.
- (B) A vote to terminate the applicability of the declaration and to dissolve the planned community requires the unanimous consent of owners.

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010. .

5312.06 Powers of owner's association.

- (A) Unless otherwise provided in the declaration or bylaws, the owners association, through its board of directors, shall do both of the following:
 - (1) Annually adopt and amend an estimated budget for revenues and expenditures. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the owners, exercising not less than a majority of the voting power of the owners association, waive the reserve requirement annually.
 - (2) Collect assessments for common expenses from owners in accordance with section 5312.10 of the Revised Code.
- (B) Commencing not later than the time of the first conveyance of a lot to a person other than a declarant, the owners association shall maintain all of the following to the extent reasonably available and applicable:
 - (1) Property insurance on the common elements;
 - (2) Liability insurance pertaining to the common elements;
 - (3) Directors and officers liability insurance.
- (C) The owners association shall keep all of the following:
 - (1) Correct and complete books and records of account that specify the receipts and expenditures relating to the common elements and other common receipts and expenses;
 - (2) Records showing the collection of the common expenses from the owners;
 - (3) Minutes of the meetings of the association and the board of directors;
 - (4) Records of the names and addresses of the owners.
- (D) An owners association, through its board of directors, may do any of the following:
 - (1) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;
 - (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association, the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;
 - (3) Enter into contracts and incur liabilities relating to the operation of the property;
 - (4) Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;
 - (5) Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

- (6) Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Revised Code;
- (7) Hold in the name of the owners association the real property and personal property;
- (8) Grant easements, leases, licenses, and concessions through or over the common elements;
- (9) Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;
- (10) Pursuant to section 5312.11 of the Revised Code, levy the following charges and assessments:
 - (a) Interest and charges for the late payment of assessments;
 - (b) Returned check charges;
 - (c) Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;
 - (d) Charges for damage to the common elements or other property.
- (11) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- (12) Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;
- (13) Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another dwelling unit, or to the health or safety of the occupants of that dwelling unit or another dwelling unit;
- (14) Subject to division (A)(1) of section 5312.09 of the Revised Code, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the owners association;
- (15) Suspend the voting privileges and use of recreational facilities of an owner who is delinquent in the payment of assessments for more than thirty days;
- (16) Purchase insurance and fidelity bonds the directors consider appropriate and necessary;
- (17) Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;
- (18) Exercise powers that are any of the following:
 - (a) Conferred by the declaration or bylaws;
 - (b) Necessary to incorporate the owners association as a nonprofit corporation;
 - (c) Permitted to be exercised in this state by a nonprofit corporation;
 - (d) Necessary and proper for the government and operation of the owners association.

5312.07 Examination of books and records.

- (A) Unless otherwise prohibited by this section, any owner may examine and copy the books, records, and minutes of the owners association that division (C) of section 5312.06 of the Revised Code describes, pursuant to reasonable standards set forth in the declaration, bylaws, or rules the board promulgates. The standards may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.
- (B) Unless approved by the board of directors, an owner may not examine or copy any of the following from books, records, and minutes:
- (1) Information that pertains to property-related personnel matters;
 - (2) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;
 - (3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
 - (4) Information that relates to the enforcement of the declaration, bylaws, or rules of the owners association against other owners;
 - (5) Information, the disclosure of which is prohibited by state or federal law.

Added by 128th General Assembly — File No.41, SB 187, §1, eff.9/10/2010.

5312.08 Common elements; maintenance, repair and replacement.

- (A) Unless otherwise provided by the declaration, the owners association is responsible for reasonable maintenance, repair, and replacement of the common elements, and each owner is responsible for maintenance, repair, and replacement of the owner's lot and improvements to that lot, including the dwelling unit and the utility lines serving that dwelling unit.
- (B) An owner shall permit agents or employees of the owners' association and other owners access through the owner's lot and dwelling unit for the purpose of fulfilling the association's duties and obligations. Any damage to the common elements, lot, or dwelling unit due to that access is the responsibility of the owner that caused the damage or the owners association if it is responsible for the damage. That owner, or the owners association, is liable for the prompt repair of any damage and, if not repairable, for the value of the damaged property or item as it existed immediately prior to that damage.

Added by 128th General Assembly — File No.41, SB 187, §1, eff. 9/10/2010.

Appendix 5

LFA

ASSESSMENT COLLECTION POLICY

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LAKESIDE FOREST ASSOCIATION

ASSESSMENT COLLECTION POLICY

This policy was established August 2017 by the Board of Trustees and is administrated by the Association's law firm, Kaman and Cusimano

All assessments are due on the first day of the month and are considered late if not received by the tenth day of the month.

An administrative late charge will be added for any late payment or on any balance of unpaid assessments. As of September 1, 2017, the charge is set at \$20 per month and is subject to increase upon further notice.

The Association will apply all payments in the following order:

- Interest owed to the Association,
- Administrative late fees owed to the Association,
- Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment,
- Oldest principal amounts owed for common expenses, enforcement, or other assessments, and any other individual assessments charged to the account.

Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and/or foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.

Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.

If any owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

Any owner more than 60 days delinquent is not in good standing, will not count towards the quorum for any Association meeting, and is not eligible to run for the Board.

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Appendix 6

ADDITIONAL BOARD-APPROVED RULES AND REGULATIONS

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Exhibit A 1

RULES AND REGULATIONS

LAKESIDE FOREST ASSOCIATION

In addition to the deed restrictions governing the rights and responsibilities of all owners and occupants of homes at Lakeside Forest, the Board of Trustees of Lakeside Forest Association has adopted the following rules and regulations which must be adhered to by all occupants and other persons coming onto the property for whatever reason. The objective of these rules and regulations is to insure the privacy and security of all occupants while preserving the relaxing atmosphere of an adult community.

1. Animals:

- A. Only house pets of a reasonable size are permitted, and all pets must be kept on a leash and attended by a person at all times while on the common property. The tying or "staking" of a pet outside a home is specifically prohibited.
- B. No structures may be built or placed on the common property to house or enclose pets.
- C. Pets are not permitted on the island or on other recreational areas, such as the volleyball court.
- D. You are reminded that the Board of Trustees has the power, under Section 3(d) of the deed restrictions, to terminate the right to keep a particular pet on the property if it determines, in its full and complete discretion, that the continued maintenance of the animal constitutes a nuisance.

2. Exterior Appearance and Maintenance:

- A. Pursuant to Section 5 of the deed restrictions, the exterior appearance of all homes and the common property is strictly governed and controlled by the Lakeside Forest Design Committee. The prior consent of the Committee must be obtained before anything is placed on the property that is visible from outside the home, including signs, outdoor furniture, plants, statuary, etc.
- B. The Association is presently undertaking the principal responsibility for maintaining the exterior appearance of all homes. This responsibility is flexible, however, and the Association may change the scope of its home maintenance program from time to time.

2007 *Quinn*
March 1986
Amendment 2007

Exhibit A 3

RULES AND REGULATIONS

LAKESIDE FOREST ASSOCIATION

AMENDMENT #1

March, 1986

POOL RULES

- 4.A. Children (Under the age of 16 years old) may use the facilities on the island during the following hours:

Monday through Thursday 11:30 to 4:00 p.m.
Friday, Saturday, Sunday & Holidays 2:00 to 6:00 p.m.

Children must be accompanied by the child's parent(s), or by Another responsible adult, at all times.

Exhibit A 2

3. Common Property Use and Maintenance:

- A. The Association has complete and exclusive responsibility for maintaining all structures and amenities on the common property, including the walkways, decks, landscaping and recreational facilities. No individual may alter the appearance of any of these elements without the express permission of the Lakeside Forest Design Committee.
- B. Walking on the grounds should be limited to the walkways and pathways as much as possible to preserve the beauty and undisturbed character of the natural vegetation.
- C. No swimming, motorized equipment or sailboats are permitted in the lake or the cove area surrounding the island.
- D. Behavior which is noxious, disruptive or offensive to other persons is prohibited on any part of the common property. Such behavior shall be terminated immediately at the direction of the property manager. State laws respecting the consumption of alcoholic beverages, including age limitations, will be strictly enforced.

4. Children (Under 16 Years of Age):

- A. See Amendment #1, March, 1986
- B. Children must give priority to adults for use of the furniture on the island.

5. Recreational Equipment:

- A. All recreational equipment, such as balls and bicycles, must be kept indoors except when in use.
- B. Boats, trucks, trailers and recreational vehicles must be kept in a garage whenever they are on the property.

6. Guests:

- A. Guests must be accompanied by an occupant when using any recreational facilities. Other occupants have priority with respect to the use of recreational facilities and equipment at all times.
- B. The guard must be informed whenever a substantial number of guests are expected so that he may assist with parking. This is intended to maintain an orderly flow of traffic through the community.

7. Trash Pickup:

Trash must be deposited in the location and at the time specified by the City of Westerville. All trash must be contained in dark green plastic trash bags. Large boxes, crates, etc. must be disposed of in a neat fashion and in accordance with the regulations of the City of Westerville.

RULES AND REGULATIONS

LAKESIDE FOREST ASSOCIATION AMENDMENT #2 June, 2007

COMMUNITY/GUEST/POOL RULES

The pool was built and is maintained by Association funds and is intended for resident use. No more than 2 children per household are allowed to use the pool unless special arrangements have been made with the "Facilities Scheduler".

The Association does not provide a lifeguard and all persons using the pool do so recognizing the potential risk they undertake. All persons swim at their own risk.

Children 16 years of age or younger, whether residents of Lakeside Forest or visitors of residents, are welcome to use the pool (subject to constraints outlined herein) if they are accompanied by an adult resident. The pool will be for adults (17 years of age and older) before 11:30 am and after 8:00 pm. The resident is responsible for the proper supervision of the children.

Per LFA Rules & Regulations, guests of residents are free to walk within the Lakeside Forest area. However, if the guests are not accompanied by a resident, a guest pass must be worn by at least one of the parties in the group. Guests must be accompanied by a resident when using the recreational facilities (pool, lagoon, volleyball court, tennis court, basketball court). However, legitimate (overnight visitor) house guests may use the facilities without the resident being present if at least one guest is wearing a guest pass and prior notification has been given to the "Facilities Scheduler", who reserves the option to refer notification to the Board for approval.

The purpose of allowing guests to use the recreational facilities is to accommodate a resident when they would like to bring occasional overnight house guests to their home. This does not mean that we are open to providing free use of our facilities to people who do not live in the community. While a reasonable number of guests are welcome, their presence should not inconvenience the residents whose dues pay for these amenities. We ask that residents do not use the facilities as a gathering place for friends or relatives that live outside the community, or pass out guest passes to non-residents that are not legitimate house guests.

A gathering at the Island by a resident with more than 5 guests is considered a party, is subject to a rental fee for the gazebo, and must be arranged with the "Facilities Scheduler". The Board reserves the right to inform a resident when they are taking advantage of our guest policy and take appropriate action to ensure compliance. The resident hosting guests will be held accountable for all actions of their guests.

From: Jim Rudy

Date: August 21, 2014 at 4:02:39 PM EDT

To: [LFA RESIDENT EMAIL LIST]

Subject: Pool clarification and new Resident Appreciation use

To all my neighbors,

The Board has made some changes to the rules and regulations. Good news and great news. Hope all are having a great summer

Glass in pool are clarification: Glass is allowed freely in the gazebo. Glass is OK on the umbrella tables on the wood decks, the glass is limited to 6'-0" from the edge of the pool on the wood decks on the umbrella tables. It is preferred you use plastic glasses and keep glass bottles in protective containers, but it is OK to have glass wine and liquor bottles sitting on the umbrella tables. Glass is not allowed in the pool or on the paver deck surrounding the pool in any form. The goal is to keep everyone safe from broken glass in the pool and paver deck so it doesn't have to be drained and cleaned mid-season with great expense, also to limit the glass off wood decks where bare feet may come into contact with broken glass. There has been confusion this past summer and wanted to make sure this has been clarified since there was a difference in understanding what was acceptable. I apologize for any confusion there may have been.

Resident Appreciation Use of Gazebo: The board has passed 1 "free" party per resident household per season; requires Reservation & Deposit. Each resident household may reserve use of the Gazebo for 6 or more guests one time per season *without* a Rental Contract. A **Resident Appreciation Reservation** is available Monday through Thursday, and a \$40 cleanup deposit must be paid to the Facility Scheduler at least 15 days prior to the event. The deposit will be returned if and only if the facilities are returned to normal setup and all trash is emptied following the resident's use. All other rules appropriate rules above pertain to the Resident Appreciation Use. Please contact Chris Wilson for scheduling any parties. Pool is planning to be open through the end of September. We will keep you informed of closing date.

Thanks for keeping the neighborhood looking great. The board is working to improve the quality of our neighborhood. If there are any questions or concerns please do not hesitate to contact me about either of these items or anything else you wish to discuss.

Thanks,

James A. Rudy

Lakeside Forest Association

President Board of Trustees

Appendix 7

LFA

ARCHITECTURE AND DESIGN
PRE-APPROVED MULCHES

LFA

ARCHITECTURE AND DESIGN
RESIDENT REQUEST
AND APPROVAL FORM

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LFA A&D Committee Pre-Approved Mulches and Related Information

Certain mulches are approved for use in Lakeside Forest. You may *replace* existing mulch in an area without further permission, but the old mulch should be removed first; however, you *must receive permission* from A&D Committee *prior* to placing mulch in areas for the first time. It is important to use the proper mulch in the proper areas (see below).

Three types of mulch are approved:

1. Pine Bark Nuggets
2. Dark Brown Shredded Hardwood
3. Pine Needles

The following information will help you to determine the appropriate product for particular applications, but the A&D Committee is always willing to provide guidance as needed.

Pine Bark Nuggets

Best Uses:

Pine Bark Nuggets are best used around trees, shrubs, and in garden beds where you won't be doing a lot of digging, such as front walkways and foundation plantings. The area should be flat, normally dry, and receive plenty of sun. They don't mix well into the soil, and it can become a hassle to have to keep moving them aside to make way for new plants. However, they will last longer than finer organic mulches.

Cautions:

Pine Bark Nuggets are very lightweight; while this can make them easy to spread, it makes them *inappropriate* for slopes, as the bark can be easily moved by wind and rain. Pine Bark Nuggets are also *inappropriate* for wet and/or dark areas where they can attract spiders and mold. Water pooling can cause bark nuggets to float and spread, and moving water can cause them to wash away, requiring them to be raked back or replaced entirely. This makes bark nuggets less suitable for areas that tend to get flowing water in heavy rains.

Shredded Hardwood (Dark Brown only)

Best Uses:

Shredded hardwood has similar properties to bark nuggets but is less likely to wash away. Like pine bark nuggets, it is a byproduct of the lumber and paper industries. It spreads easily and is long lasting. It also tends to break down faster and add organic matter to the soil.

Cautions:

When hardwood mulches break down they make soil more alkaline (raising pH, therefore less acidic), which should be taken into account when mulching around acid-loving plants. Hardwood mulch can compact over time, thereby blocking rain and nutrients from reaching the soil.

Pine Needles

Best Uses:

Pine needles are naturally acidic as they break down, making them excellent for mulching around plants that prefer acidic soils (e.g., azaleas, rhododendrons, and camellias). During heavy rain events, pine needles tend to stay put and not wash away, making them an excellent choice on slopes. Harvested from the floor of pine forests and naturally shed by pine trees, needles are very renewable products.

Cautions:

Needles breakdown relatively slowly compared to other organic mulches. They can take some practice to put down so that they look tidy. As pine needles age, they turn a silver-grey that some people find unattractive. Finally, bale sizes can be variable, and they occasionally contain sticks, leaves, and other forest trash—and sometimes, real trash.

For additional information, consult the following Web sites:

www.gardeningknowhow.com

www.bhg.com

safari landscapedesign.com

web.extension.illinois.edu

LFA A&D RESIDENT REQUEST AND APPROVAL FORM

THIS FORM IS SIX PAGES IN LENGTH AND REQUIRES SIGNATURES ON PAGE 6.

| | |
|---------------------------------------|---|
| Applicant/Owner: | |
| Home/Lot Address: | |
| Telephone/Cell: | |
| E-mail: | |
| Type(s) of Approval Requested: | <input type="checkbox"/> CHANGES TO EXISTING HOME <input type="checkbox"/> CHANGES TO COMMON PROPERTY <input type="checkbox"/> NEW HOME CONSTRUCTION <input type="checkbox"/> OTHER: _____ |

- The Chair of the A&D Committee must sign off on each item submitted below before the Applicant can authorize the requested action to take place.
- For questions, please contact the Chair of the A&D Committee as listed in the Community Directory. If you do not hear from the Chair within 12 hours of your weekday call, please contact any of the other Committee Members.
- The items listed below explain the major requirements that must be met. For additional information consult Articles 5 and 20 of the Warranty Deed and Article 3 of the Warranty Deed recorded in Deed Book 4364, p. 627, and the most current version included in these appendices.
- Owners are responsible for obtaining permits based on the laws and regulations set forth by the City of Westerville and the State of Ohio.

Note: Circle the items that apply to your request, and Cross Off the items that do not apply.

| DESCRIPTION of SUBMISSION REQUIRED | A&D APPROVAL | DATE |
|---|--------------|------|
| <p>1. Site Plan (Additions or New Home Construction)</p> <p>The site plan (2 copies) must show the placement of the dwelling and decks on the "lot" with dimensions relative to the "lot" lines, streets, parking lots and neighboring dwellings. The site plan must also show the driveway, walkways and the location of streetlights, the mailbox, the condensing unit/heat pump, transformer, and other utility enclosures.</p> | | |
| <p>2a. Additions/Changes to Landscaping (Existing Homes)</p> <p>The A&D Committee must approve any changes or additions to the landscaping, including mulching and plants. All materials must be approved. Such landscaping must be maintained by the homeowner. Mulch must be dark brown pine nugget or shredded hardwood (black and red types are not acceptable) or pine needles in areas with pine trees.</p> | | |

| | | |
|--|--|--|
| <p>2b. Landscape Plan (New Homes)</p> <p>The landscape plan must show types and numbers of plants, bushes and trees by informal local nomenclature. Also show drainage, swales and culverts. Any trees that must be removed in preparing the building site and building the home must be replaced with like trees at a location approved by the A&D Committee. Mulch must be dark brown pine nugget, shredded hardwood (black and red types are not acceptable), or pine needles in areas with pine trees.</p> | | |
| <p>3. Building Permits</p> <p>The owner or their contractor is responsible for obtaining all permits required from the City of Westerville. For example, according to city regulations, no deck may be built or significantly changed without obtaining a permit. (See https://www.westerville.org/services/planning-development/building/home-additions)</p> | | |
| <p>4. Architectural Drawings and Elevations</p> <p>The design of homes and additions to existing homes must conform to the prevalent architectural style at Lakeside Forest. Architectural drawings and elevations must be submitted to the A&D Chair and must show the following items:</p> | | |
| <p>a) Minimum Living Area Square Footage</p> <p>Single story homes are expected to have a minimum of 1,200 sq. ft. of living area. Two story homes must have a minimum of 1,800 sq. ft.</p> <p>Rooms for heating and cooling equipment or utility purposes and basements are excluded.</p> | | |
| <p>b) Siding Materials</p> <p>Use Western Red Cedar for all siding and window, louver and door trim. All trim must be 6 inches wide. Siding must be applied horizontally, rough side out. Joining methods must conform to those of other homes at Lakeside Forest. Siding must be stained as specified in item 5.</p> | | |
| <p>c) Roofing Materials</p> <p>The following roofing materials are pre-approved:</p> <ul style="list-style-type: none"> * CEDAR SHAKES — http://www.cedarbureau.org * LIFE PINE SHAKES — http://www.lifepine.com * ECO SHAKES (charcoal color only) — http://www.ecosmartinc.com/catroof1.php <p>Regardless of which product is used, the entire roof surface must be consistent. That is, the entire roof must be covered with the same product. It is understood that repairs using the same product may initially provide an inconsistent color match initially, which should remedy itself with weathering. Other roofing materials consistent with the appearance and quality to the above may be used only with the approval of the A&D Committee and if adopted by a minimum of 66% of the Owners.</p> | | |

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| <p>d) Windows and Trim</p> <p>Window sizes, shapes and materials must conform to those of existing homes. Double hung windows are not acceptable. Wood windows must be painted as specified in item 6. Window trim must be 6 inch Western Red Cedar and be stained as specified in item 6 or to be of the clad type with a similar color. Location of windows must assure the privacy of neighbors.</p> | | |
| <p>e) Garage Doors</p> <p>Garage doors must be square panel wood and must be stained as specified in item 5.</p> | | |
| <p>f) Exterior Entrance Doors and Storm Doors</p> <p>Use four, six or eight panel doors or glass doors similar to those presently being used at Lakeside Forest. Use solid or simulated wood (i.e., fiberglass) stained or treated in a color compatible with the siding of neighboring houses. Storm doors may be metal in a brown color closely matching the paint specified in item 6. Storm doors must be full view panel glass and/or screen.</p> | | |
| <p>g) Gutters and Downspouts</p> <p>Gutters and downspouts must be aluminum with a dark brown color to match the stain specified in item 6. Depending on the terrain, drainage may have to be underground. All gutters should be covered with a gutter guard. Gutter guards on existing homes should be installed by the home owner when the gutters are replaced.</p> | | |
| <p>h) Decks</p> <p>Decks must be constructed of cedar, pressure treated lumber, or composite materials such as Trex and stained as specified in item 6. The guardrail dividers for new homes must meet City of Westerville code requirements. Owners and builders must obtain A&D approval for any new deck or replacement of existing deck(s) to assure compliance with current standards. All railings and balusters, whether horizontal or vertical, must be consistent on each residence.</p> | | |
| <p>5. Stain for Siding, Trim, Garage Doors:</p> <p>Sherwin Williams Deckscapes Semitransparent or Solid water-based stain, Color: Lakeside Riverwood</p> | | |
| <p>6. Stain for other items: Mailbox, Post Lights, Decks, Concrete Block, Electrical Outlets, Flues, Dryer Vents, Roof Vents, Soffit Vents, Roof Flashings, Soil Stacks, Gas & Electric Meters, Wall Mounted Electric Cables, Disconnects, Telephone and Cable TV Boxes, Garage Door Openers, and Other Metallic and PVC Items Fixed to the Outside of the Home.</p> <p>Use “Sherwin Williams” Deckscapes Waterborne solid color deck stain, Lakeside Brown (See also Maintenance Rules)</p> | | |

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| <p>7. Appearance (Colors)</p> <p>No white or pastel materials or paint are permitted for any exterior use, including furniture, planters, flower pots, lighting, trim, gutters, garage doors, front doors, etc.</p> | | |
| <p>8. House Numbers</p> <p>The LFA Maintenance Committee will mount 1 set of house numbers near the front door and/or at a location highly visible from the street. The design and materials used must be identical on all homes and mailboxes within the community.</p> | | |
| <p>9. Mailbox</p> <p>LFA Maintenance will build and stain the mailbox using LFA specifications, and they will mount 1 set of house numbers on each side of the mailbox. The design and materials used must be identical on all homes and mailboxes within the community.</p> | | |
| <p>10. Streetlight</p> <p>Streetlights must be built as specified in the “Lakeside Forest Community Standard Post Light Design.” Currently, LFA Maintenance is building and maintaining streetlights.</p> | | |
| <p>11. Driveways</p> <p>Driveways must be asphalt and must meet City of Westerville Building Code requirements. Driveways that slant down to the garage must have a water drainage grate extending across the front of the garage and underground drainage away from the driveway. Driveways are currently being maintained by the LFA Maintenance Committee.</p> | | |
| <p>12. Walkways</p> <p>Walkways may be stone, brick, or concrete pavers. Elevated walkways must be pressure treated lumber and stained as specified in item 6. Composite materials such as Trex if it matches the color requirement. Rail guards must meet the requirements under 4h (above).</p> | | |
| <p>13. Exterior Light Fixtures</p> <p>Exterior light fixtures must be of the single globe type, 6” or 8” in diameter, with a black base of metal or plastic. Bulbs must be a maximum of 75 watts. The light fixtures must be placed on both sides of the garage door and at the appropriate locations at the front entrance and at other doors.</p> | | |
| <p>14. Temporary Structures, Vehicles and Fences</p> <p>Temporary structures, outbuildings, and trash containers are not permitted on the property. Recreational vehicles, trucks, boats, and trailers shall not be parked or stored on the property except in designated areas. Fences must be of the vertical alternating slat design and consistent on both sides, and they may only be used on decks for privacy.</p> | | |

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| <p>15. Delivery of Building Materials</p> <p>Delivery of all building materials and access by builder's employees and subcontractors must be through the Rear Gate at Woodview Rd., north of Schrock Rd. The Front Gate may not be used due to potential damage from large delivery vehicles.</p> | | |
| <p>16. Approval of Delivered Materials</p> <p>Materials used on the exterior of the home must be approved before they are applied. Notify the A&D Committee Chair or any Member of the time and the date of delivery of the materials for inspection and approval.</p> | | |
| <p>17. Trash and Construction Debris</p> <p>All trash and construction debris must be collected daily and confined on the construction site. The builder must remove <i>all</i> trash. The Lakeside Forest trash/recycling bins may <i>not</i> be used.</p> | | |
| <p>18. Damage to Existing Lakeside Forest Property</p> <p>Any damage to property, trees, plants, etc. by the builder, owner, or subcontractors, suppliers, or other agents of the builder/owner will be the responsibility of the builder/owner. The damaged area must be returned to its original state at the builder's/owner's expense.</p> | | |
| <p>19. Items Not Covered Above</p> <p>For items not covered above, submit detailed plans for consideration by the A&D Committee.</p> | | |
| <p>20. Applicable Code Requirements</p> <p>All of the above items must meet City of Westerville and other applicable codes. The more stringent of these codes and the standards described above will apply. It is the owner's responsibility to see that all city codes are followed, including obtaining all required permits and inspections.</p> | | |
| <p>21. Other Lakeside Forest Association Rules & Regulations</p> <p>All other applicable Rules and Regulations by the Lakeside Forest Association must be adhered to.</p> | | |
| <p>22. Procedure for Obtaining Rights to Common Property for the Construction of an addition to an existing home.</p> <p>See the Exhibit Section of this Handbook.</p> | | |
| <p>23. Procedure for Back Conveying Property Not Used for the Construction of a New Dwelling to the Lakeside Forest Association.</p> <p>See the Exhibit Section of this Handbook.</p> | | |

Expediting the Process: To expedite the completion of the approval process, physical material samples help the most, followed by Web URLs, followed by specific information regarding manufacturer, model etc.

Please allow 30 days from the date of submission to the A&D Committee for preliminary review, and 30 days for final review. Final design approval will be exercised upon receipt of the building permits from the City of Westerville.

Certificate of Compliance: Upon completion of the construction and landscaping of the home, the A&D Committee will inspect the property to assure compliance with the approved plans. The Committee will issue a certificate indicating its approval upon completion.

Enforcement Policy: Articles 2 and 20 of the Warranty Deed and Article VII, Sections 1 and 2 of the Code of Regulations of the Lakeside Forest Association empower the Lakeside Forest Association Board of Trustees to adopt penalties, fines, suspension of rights or other sanctions for non-compliance with these standards and guidelines.

Certification by Property Owner

The undersigned herewith certifies that he/she will adhere to the standards and review/approval procedures outlined above.

Name (Please Print)

Signature

Date

Appendix 8

PROCEDURE TO
OBTAIN RIGHTS TO
COMMON PROPERTY

PROCEDURE TO
CONVEY PROPERTY
BACK TO THE ASSOCIATION

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LFA Procedure to Obtain Rights to Common Property for Constructing an Addition to An Existing Home

A. Constructing an Addition to an Existing Home [HB Sect.4, Pgs.7-8]

1. Prepare an architectural drawing of the proposed addition and landscaping in accordance with the Architectural Guidelines and Standards.
2. Submit the drawings and a signed copy of the “Request for Approval” form to the A&D Committee Chair for preliminary approval by the A&D Committee.
3. If the addition does not affect existing General Utility Easement and is approved by two-thirds of the homeowners, prepare a legal description and boundary survey of the property needed for the approved addition. (See LFA A&D Guidelines: Approval Process)
4. Upon written approval from the LFA Board of Trustees to purchase the Common Property needed for the addition, submit an application for a Building Permit to the City of Westerville Planning and Development Department.
5. Prepare a Limited Warranty Deed for the new property and have it approved and executed by the LFA Board of Trustees
6. Record the General Warranty Deed at the Franklin County Recorder’s Office.
7. Inform the Title Company of the recording of the General Warranty Deed for an amendment of the General Warranty Deed.

NOTE: The applicant, at his/her own discretion and risk, may take some of the above steps concurrently.

B. Vacating and Replacement of Easements [WD Articles 9, 12, and 15]

1. If the construction of an addition affects an existing General Utility Easement, obtain written permission for the A&D Committee and all potential utility companies to vacate the easement and, if necessary or advisable, ask permission to replace the vacated easement with a new easement.
2. Submit all replies to the City of Westerville Planning and Development Department.
3. Upon written approval of the architectural drawings by the A&D Committee, and upon permission to vacate an easement, request the LFA Board of Trustees to obtain written approval of no fewer than two-thirds of the LFA homeowners to convey the Common Property needed for the construction of the home.
4. Upon written approval from the LFA Board noting approval by the owners, prepare a legal description for the portion(s) of the existing General Utility Easement(s) to be vacated, as well as any new General Utility Easement(s) to replace them.
5. Request the City of Westerville Planning and Development Department to vacate the easement.
6. Request the LFA Board of Trustees to execute a new General Utility Easement.
7. Submit the new General Utility Easement to the City of Westerville for adoption and recording at the Franklin County Recorder’s Office.

NOTE: The applicant, at his/her own discretion and risk, may take some of the above steps concurrently.

LFA Procedure to Convey Property Not Occupied by a Dwelling Back to the Association to Become Common Property

BACKGROUND

Article 16 of the Warranty Deed provides for certain parts of the real property to be conveyed back to the Lakeside Forest Association as fully developed and improved Common Property. Any part of the “dwelling lot” not being covered or occupied by the dwelling must be conveyed back to the Association as Common Property after the dwelling construction has been completed.

This procedure is to be used for combining of building lots or for eliminating a building lots shown in the building plan file with the City of Westerville.

PROCEDURE [see Appendix 7]

1. Prepare a legal description and survey for the footprint of the new home upon completion of the building foundations.
2. Prepare a Warranty Deed for the footprint of the new home and have the deed approved by the Lakeside Forest Association.
3. Record the Warranty Deed at the Franklin County Recorder’s Office.
4. Prepare the utility easements.
5. Record the utility easements.
6. Convey the remaining land to the Lakeside Forest Association.
7. Inform the Title Company of the action under Item 6 immediately above for an amendment of the General Warranty Deed.

Appendix 9

PET ORDINANCES: CITY OF WESTERVILLE AND FRANKLIN COUNTY

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PET ORDINANCES: City of Westerville & Franklin County

The following passages were copied from Westerville and Franklin County Web sites in 2017. Please visit the sites as needed for possible updates.

City of Westerville Web site:

<http://ftp.westerville.org/index.aspx?page=168>

Dogs

The biggest issue Animal Control has with dogs are neighbor disputes. Dogs end up in others' yards or are barking consistently which can generate problems. If you have a dog, please be conscious of your neighbors. Don't leave your dog outside for an extended time period if she/he is barking and please **DO NOT** let your dog run loose around the neighborhood. If a dog attacks a person or another dog, there may be criminal, as well as civil consequences. For more information on regulations and laws pertaining to dogs, see the **Ohio Revised Code**.

City of Westerville Animal Control Pamphlet:

<http://ftp.westerville.org/modules/showdocument.aspx?documentid=425>

Codified Ordinances of Westerville

531.01 — Running at large - "No person shall fail to prevent [a pet] from running at large on any property not his own."

531.02 — Barking or howling dogs - No person shall keep or harbor any dog which, by loud and frequent barking, howling or yelping, creates unreasonably loud and disturbing noises of such a character, intensity and duration as to disturb the peace, quiet and good order of the neighborhood.

FRANKLIN COUNTY DEPARTMENT OF ANIMAL CARE & CONTROL

<http://dogs.franklincountyohio.gov/services/dog-laws-and-licenses.cfm>

Ohio Revised Code Section 955.22C

All dogs regardless of age must be kept confined on the premises of the owner, keeper or harbinger at all times. Acceptable methods of confinement include a fence, a tethering device, a dog pen, inside a house or garage, or under adequate supervision. If you are walking your dog off of your property, you must maintain reasonable control over your dog so that it doesn't run away (the best way to do this is to keep the dog on a leash). The maximum penalties for violations of this section are a \$150 fine on the first offense, and a \$250 fine and 30 days imprisonment for subsequent offenses.

If your dog is designated a dangerous or vicious dog, see Dangerous Dog Laws for additional confinement requirements.

Ohio Revised Code Section 955.11

Nuisance Dog

Any dog that without provocation has approached a person in a menacing fashion or in an apparent attitude of attack while off the owner, keeper, or harborer's property.

Without provocation means that the dog was not teased, tormented or abused by a person; or that the dog was not coming to the aid or defense of a person who was not engaged in illegal or criminal activity, and who was not using the dog as a means of carrying out such activity.

Menacing fashion means that the dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to the person.

The penalty for failing to properly confine a Nuisance Dog is a minor misdemeanor, and carries a fine of up to \$150. Subsequent offenses are a fourth degree misdemeanor and carry a fine of up to \$250 and 30 days imprisonment. If the same dog has been convicted of three or more Nuisance violations, the designation is elevated to Dangerous Dog.

Ohio Revised Code Section 955.11

Dangerous Dog

Any dog that without provocation has, subject to division (A)(1)(b) of section 955.11, done any of the following while on or off the owner, keeper or harborer's property:

- Caused injury to a person, other than killing or seriously injuring a person
- Killed another dog
- Been the subject of a third or subsequent violation of 955.22C

The penalty for failing to properly confine and control a Dangerous Dog is a fourth degree misdemeanor, and carries a fine of up to \$250 and 30 days imprisonment. Subsequent offenses are considered a third degree misdemeanor and carry a fine of up to \$500 and 60 days imprisonment.

OHIO REVISED CODE, TITLE 9, CHAPTER 955:

More extensive laws can be found at the following URL:

<http://codes.ohio.gov/orc/955>

Appendix 10

PROCEDURE FOR VIOLATION OF LFA RULES AND REGULATIONS

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Procedure for Violation of Lakeside Forest Association Rules and Regulations [CR Articles 7 & 8]

Homeowners of Lakeside Forest automatically are Members of and, by virtue of purchase of Lakeside Forest property, agree to abide by the Rules and Regulations of the Lakeside Forest Association (See Warranty Deed, Articles VII and VIII).

If the Board determines that a homeowner is in violation of said Rules and Regulations, the following procedure will be initiated:

1. DEMAND

A notice of violation and a written demand to cease and desist will be sent. The violator will be sent a letter that the alleged violation must be abated within a 10-day period.

2. NOTICE

If the violation continues after 10 days, a notice of hearing will be sent to the homeowner in violation.

3. HEARING

In a closed session, the alleged violator will be given the opportunity to be heard by the LFA Board of Trustees. After such hearing the Board will determine the fine or other sanctions, if any, to be imposed. A notice or demand shall be deemed to be given when delivered or served to the address as it appears in Association records within 15 days following the Hearing.

Fines and Sanctions

1. Up to \$50.00 per day per violation
2. Restriction on use of amenities and recreational areas
3. Removal of voting rights

Homeowners should be provided with a copy of the Lakeside Forest Warranty Deed and Code of Regulations by either their title company or the property seller. They are included in the Appendices of this document. If these documents have been removed, they can be downloaded from the Lakeside Forest Web site at <http://www.lakesideforestassociation.com> or obtained from the LFA Welcoming Committee or the LFA Board President.

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Appendix 11

ADDENDA TO THE LFA HANDBOOK OF RULES AND REGULATIONS

From time to time, the LFA Board of Trustees or its Handbook Review Committee may send out various Addenda that should be added to this Handbook immediately following this page.

(To be inserted into Handbook by Resident)

Appendix 12

LVA DOCUMENTS

Any and all official documents distributed by the LVA Board of Directors should be added to this Handbook immediately following this page.

(To be inserted into Handbook by Resident)

NOTES

LAKESIDE FOREST ASSOCIATION
COMMUNITY HANDBOOK
OF RULES AND REGULATIONS
2017

This Handbook reflects the Rules and Regulations to be followed by all Lakeside Forest Association Residents. It belongs to and should remain in the Residential Dwelling for regular use by all current and future Residents. It supersedes all previous versions and is in force until a subsequent version is approved and is distributed by the LFA Board of Trustees.

Please leave this document in clear sight when your home is for sale.

This document approved by the LFA Board of Trustees 8.29.2017

Lakeside Forest Association
520-B South State Street, Box 195
Westerville, OH 43081
lfaboard@gmail.com
<https://lakesideforestassociation.wordpress.com>



LAKESIDE VILLAGE ASSOCIATION and LAKESIDE FOREST ASSOCIATION

LAKESIDE VILLAGE WEST HOMES

LAKESIDE VILLAGE EAST/FORST HOMES

Common Area
Inside Dotted Lines



Sports Court



POOL



N. Park



403 S. Park

