TRANSFER
NOT NECESSARY

MAR 06 2015

Jon a. Slater, Jr.
County Auditor, Fairfield County, Ohio

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Amended and Restated Additional Restrictive Covenants for Lake Front Lots and Bylaws of the Melrose Lake Association, Inc., Pickerington, Ohio

WHEREAS, properties subject to Additional Restrictive Covenants for Lake Front Lots and Bylaws of the Melrose Lake Association, Inc. abut a certain storm water retention area required by the City of Pickerington to retain storm water runoff, hereinafter called the "Lake", located in the State of Ohio, County of Fairfield, and City of Pickerington, with geographical and legal location further described as follows:

Being lot numbers one hundred thirty four (134) through one hundred thirty eight (138) inclusive of MELROSE Section 3, Plat cabinet 1, Slot 116; and lot numbers two hundred nine (209) through two hundred sixteen (216) inclusive of MELROSE Section 5, Plat Cabinet 1, Slot 127, as the same are numbered and delineated upon the recorded plat thereof, of record in Recorder's Office, Fairfield County, Ohio, hereinafter called "lake front lots."

Lake front lots one hundred thirty four (134) through one hundred thirty eight (138) inclusive of MELROSE Section 3, are subject to: Additional Restrictive Covenants and Deed of Easement for Lake as recorded in Deed Record Volume 595, page 629, Recorder's Office, Fairfield County, Ohio; to the restated Additional Restrictive Covenants and Deed of Easement, herein; and to the restated Amendments, herein.

Lake front lots two hundred nine (209) through two hundred sixteen (216) inclusive of MELROSE Section 5, are subject to: Additional Restrictive Covenants and Deed of Easement for Lake as recorded in Deed Record Volume 610, page 294, Recorder's Office, Fairfield County, Ohio; to the restated Additional Restrictive Covenants and Deed of Easement, herein; and to the restated Amendments, herein.

Each record or beneficial Owner of a lake front lot constituting a part of the Premises shall, at the time the interest is acquired, automatically become a member of the Melrose Lake Association. The Melrose Lake Association was initially organized October 23, 1994 as an Ohio unincorporated association. Effective January 28, 2015, The Melrose Lake Association is registered with the Ohio Secretary of State as a Domestic Nonprofit Corporation with Charter Number 2362335. Following January 28, 2015, the official name of the Melrose Lake Association shall be known as: "The Melrose Lake Association, Inc."

The restated "Additional Restrictive Covenants and Deed of Easement for Lake" and the restated amendments herein, are hereby adopted in totality as the official BYLAWS of the Melrose Lake Association, Inc. Adopted by 75% majority of lake front lot owners and Melrose Lake Association, Inc. members, February 15th, 2015.

Bylaws of the Melrose Lake Association, Inc.

The restated "Additional Restrictive Covenants and Deed of Easement for Lake" and the restated amendments herein, are hereby adopted in totality as the official BYLAWS of the Melrose Lake Association, Inc. Adopted by 75% majority of lake front lot owners and Melrose Lake Association, Inc. members, February 15th, 2015.

Restated Amendments to Original "Additional Restrictive Covenants and Deed of Easement for Lake Front Lots" Document

1. Amendment to Article 2, Membership and Voting Rights in the Melrose Lake Association. Amended by addition of the following chapters detailing leadership duties of Melrose Lake Association:

> "4. Leadership of the Melrose Lake Association. A Board of Directors shall be elected by majority vote of lake front lot owners and shall be comprised of a President, Treasurer and Secretary. Each board member must physically reside in a dwelling located on a lake front lot. Term for each elected board member shall be five years unless superseded by special election. A special election for replacement of a board member may be initiated once annually by the following action or under the following circumstances: 1) if the Board member plans to move residence from a lake front lot; 2) by motion and second to elect a new Board member during an annual meeting, followed by simple majority vote of the membership for the proposed new board member."
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> "5. Duties of the Board of Directors. Responsibilities of the board of directors shall include: maintaining records of names, addresses and contact information of members; communication with members; scheduling and conducting member and board meetings; recording minutes of meetings; setting annual budgets and assessments; keeping accounting records detailing expenses and receipt of payments; entering into contracts relating to operation and maintenance of the lake; enforcing all provisions of the Additional Restrictive Covenants of Deed and Easement for Lake Front Lots and associated amendments via notifications, enforcement assessments or legal action; suspension of voting rights and right to use of the lake by an owner for any period during which any assessment levied under this deed against his Lake Front Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; other duties as assigned herein.
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> "6. BYLAWS of the Melrose Lake Association. The "Additional Restrictive Covenants and Deed of Easement for Lake" document, the amendments above and inclusive of future amendments, are hereby adopted as the official BYLAWS of the Melrose Lake Association.

Amended by over 75% member majority vote - October 23, 1994.

2. Amendment to Article 1, Chapter 3 - Obstructions and Structures in the Lake. Regarding "No boats may be stored on the water or within the natural zone." The prohibition of boat storage on the water or within the natural zone is rescinded by removal of the former sentence prohibiting boat storage and replacing it with the following two sentences:

> "It is permissible to store, one human-powered 'paddle boat' per lake front lot, with dimensions of less than ten feet in length and five feet in width on the water or within the natural zone. Storage of boats of any other type shall be prohibited on the Lake or within the natural zone".

Amended by over 75% member majority vote - October 23, 1994.

3. Amendment to Article 1, Chapter 8 - Access Easement. Amended to append the following sentence to paragraph 1:

> "The Melrose Lake Association hereby reserves unto its designated members, agents, assigns, employees, contractors and law enforcement agencies the right and easement to temporarily access the area identified on said recorded plat as the twenty foot Natural Zone Easement to the rear of Lake Front Lots 134 through 138 inclusive and lots 209 through 216 inclusive, for: Board authorized operations or maintenance; control and deterrence of Canada Geese, wildlife or other pests; for retrieval of objects in the lake; and for the purposes of informing or serving notice to individuals who are not resident's immediate family of their unlawful use of the lake."

Amended by over 75% member majority vote - March 19, 2001.

4. Amendment to Article 1, Chapter 2 - Individuals Who May Use Lake. Regarding "Owners; their families; and guests. Guest-use must only occur in the physical presence of such owner or family member. Use of the lake is not assignable." Amended to append the following additional two paragraphs to the existing three sentences:

> "The Lake shall not be used by property owners at large or their guests but only by immediate family of dwelling residents whose lake front lots form or abut the shoreline. No authority may 'assign' or grant permission for recreational use, including fishing, camping, boating, or other use of the lake to guests unless lake front lot dwelling resident family members are present. Use of the lake by guests while the resident is not present is strictly prohibited and shall be deemed a violation of the bylaws and an unlawful trespass."
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> "Melrose Lake Association Members and local law enforcement officers may request individuals who are not family members of residents, or guests in the presence of a resident, to discontinue use of the lake. The local law enforcement agency, The City of Pickerington Police Department, is hereby authorized to arrest and prosecute violators for unlawful trespass, following a complaint from any resident, independent of the property on which the violator is standing to access the lake."

Amended by over 75% member majority vote - March 19, 2001.

5. Amendment to Article 4 – Lake Front Easement Rights. Amended to append the following paragraph e, following existing paragraph d:

> "(e) Appropriate safety precautions and all Lake Restrictions shall be observed by all individuals while in proximity to the lake or the natural zone. Owners and residents are aware that activities on or near water can be hazardous and may result in property damage, injury or death. Use of the lake area by owners, residents, resident's family, resident's pets and guests for any purpose is voluntary and the owner and/or resident agrees to assume any and all risks of bodily injury, death or property damage whether those risks are known or unknown. The owner and residents further agree to indemnify, hold harmless and release the Melrose Lake Association and board of directors from all liability, loss, damage, costs, court costs or attorney fees arising from resident, resident's family, owner, guest or pet access to the lake."

Amended by over 75% member majority vote - March 19, 2001.

6. Amendment to Article 1, Chapter 9 - Lake Level. Amend by appending the following additional sentence to the chapter:

> "It shall be permissible for lake front lot owners to draw limited, non-potable water from the lake periodically only for the purposes of lawn and landscape irrigation. A member shall be designated to monitor lake levels. Upon recommendation from the monitor to cease irrigation due to low lake levels, the Board may mandate that water withdrawal

must cease until water elevation returns to normal. Owners choose to use lake water at their own risk. The Melrose Lake Association is not liable for any damages to the owner's person, pets or property due to presence of vegetation or organism control chemicals or any other substance in the lake water. "

Amended by over 75% member majority vote - April 29, 2004.

7. Amendment to Article 1, Chapter 3 - Obstructions and Structures in the Lake. Regarding "No structure of any type may be constructed beyond the shoreline into the Lake, including docks for boats or other use." The prohibition of docks for boats is rescinded by removal of the former sentence prohibiting docks and replacing it with the following four sentences:

"One dock, sixty-six total square feet or less, for the purposes of accessing a boat, may be constructed on each lake front lot in the Natural Zone. Dock maximum width dimension parallel to the shoreline shall be six feet and maximum length dimension perpendicular to the shoreline shall be eleven feet. The dock shall be a continuous structure, attached to land and shall not protrude more than 30 inches from the shoreline into or over the water, nor have any portion with elevation extending more than 36 inches vertically above the surface of the water. No other structures may be constructed in the lake or the Natural Zone."

Amended by over 75% member majority vote - April 29, 2004.

8. Amendment to Article 3- Assessments

Chapter 4, Notice of Meeting. Amend by inserting the following text preceding the existing text:

"If the proposed annual assessment increase does not exceed the 15% standard increase from the prior year, notice of assessment to members shall be via postal service or electronic communications without a meeting unless a face-to-face meeting is requested by any member."

Chapter 5, Date of Commencement of Annual Assessments Due Dates. Regarding "The Melrose Lake Association shall fix the amount of the annual assessment for Common Expenses against each Lake Front Lot not later than October 1 of each calendar year for the following calendar year." Amend by appending the following:

"If the assessment does not exceed the standard increase of 15% over the prior year, notice of assessment will be provided by January 15 of the calendar year of assessment."

Amended by over 75% member majority vote - May 22, 2006.

9. Amendment to Article 2- Membership and Voting Rights in the Melrose Lake Association. Amend by appending the following text following the existing first amendment, sixth paragraph text:

"7. Meetings. An annual meeting of all members of the Melrose Lake Association shall be held in the first quarter of the year in a semi-public location chosen by the board of directors for the purposes of election of board members, discussion of assessments and other business. Notice of the meeting shall occur at least 30 days prior to the meeting via personal, electronic or postal communications. The board of directors shall meet in person at least twice annually."

"8. Electronic Communication Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken by electronic communications without a face-to-face meeting if consent in writing, setting forth the action so taken,

shall be signed by 53% of the members entitled to vote with respect to the subject matter thereof."

"9. Member Contact Information. Each member shall provide the Board of Directors at least two current forms of contact information including mailing address, phone number and electronic mail contact information for purposes of providing meeting notices, assessment notices and other information. It is the member's responsibility to immediately notify the Board of any updates in this contact information. Delivery of information to two forms of contact information provided by the member, inclusive of mailing address via regular postal mail, shall be considered written notice.

Amended by over 75% member majority vote - May 22, 2006.

10. Amendment to Article 3- Assessments

Chapter 7, Effect of nonpayment of assessments. Remedies of the Melrose Lake Association. Amend by inserting the following sentence following the existing first sentence:

"Any assessment not paid in full by December 31 of the year of the due date, shall incur an additional penalty assessment of $500.00 against the owner and associated lake front lot for each year the assessment remains unpaid."

Amended by over 75% member majority vote - February 15, 2015.

Restated Additional Restrictive Covenants and Deed of Easement for Lake Front Lots –Subject to Amendments above.

WHEREAS, the lake front lots one hundred thirty four (134) through one hundred thirty eight (138) inclusive of MELROSE Section 3, Plat cabinet 1, Slot 116; and lot numbers two hundred nine (209) through two hundred sixteen (216) inclusive of MELROSE Section 5, Plat Cabinet 1, Slot 127, as the same are numbered and delineated upon the recorded plat thereof, of record in Recorder's Office, Fairfield County, Ohio, abut a certain storm water retention area required by the City of Pickerington to retain storm water runoff, hereinafter called the "Lake."

WHEREAS, GRANTOR intends that the Lake will be an asset to the Premises and that providing certain restrictions on its use will further enhance the value of the Premises.

NOW THEREFORE, a perpetual, nonexclusive right and easement of enjoyment is hereby granted by the GRANTOR to and for the benefit of all future owners of the Premises, their heirs, personal representatives, successors and assigns (hereinafter called "Owners"), for use of the Lake, subject to the covenants and restrictions provided herein including, without limitation, the provisions set forth in Article IV hereof. This easement shall run with the Premises and shall be binding upon the heirs, personal representatives, successors and assigns of the owners. Such rights and easement shall not be transferable, except as they shall automatically transfer with the transfer of the ownership of the part of the Premises to which they are appurtenant.

In addition, the GRANTOR, in order to effect a general plan for the future development of the Premises, and in particular the Lake and shoreline area thereof, hereby declares the Premises to be subject to the Restrictions which follow and has created simultaneously with its execution hereof, an Ohio unincorporated association of Lake Front Lot Owners to be formed, named the Melrose Lake Association, to facilitate administration of the Lake and its environs. After the GRANTOR turns over the Melrose Lake Association to the Lake-Front Lot Owners, the Lake Front owners may convert the Melrose Lake Association to a not-for-profit corporation if approved by a minimum of seventy-five (75%) percent of the Lake-Front owners.

Every owner, by virtue of such ownership, shall be a member of the Melrose Lake Association. The Melrose Lake Association shall maintain at its sole cost and expense the aesthetic concerns of the Lake, establish and enforce reasonable rules and regulations for the use of the Lake and the "natural zone", as described in Article I, Section 4 of the Lake Restrictions, levy and collect assessments, including the imposition of liens upon the property of the respective owners, and enforce these restrictions.

Lake Restrictions

Article 1

Protective Covenants and Restrictions

1. Use of Lake. Use of the Lake shall be limited to personal, non-commercial, non-agricultural, recreational purposes only and shall be exercised in such manner as to not interfere with either the use of others having similar rights or the peace and quiet of occupants of the Premises. Such use shall be limited to boats of less than 16 feet in length, powered by hand, by wind sail, or by electrically powered motors not exceeding 28 pound thrust; fishing; and other uses as the Board of Directors of the Melrose Lake Association (hereinafter the "Board") may, in their sole discretion, approve. The Board may use boats, powered or otherwise, and other equipment for maintenance and construction of the Lake.

Swimming, wading, ice skating and inflatable water toys or devices are not permitted.

2. Individuals Who May Use the Lake. Use of the Lake shall be limited to: Owners; their families; and guests. Guest-use must only occur in the physical presence of such owner or family member. Use of the lake is not assignable.

The owners of Lake Front Lots, property which has frontage on the shoreline of the Lake (hereinafter referred to as the "Lake Front Lots") owned by corporations or other entities shall designate in writing to the Board, from time to time, a certain individual or individuals, not to exceed four individuals per one hundred feet or fraction thereof of frontage owned, to function as owners on behalf of the corporation or other entity. Use of the Lake by such corporation shall be limited to such designated individuals and their families. In all other respects, a corporate or other entity Owner is subject to the same restrictions as provided for other Owners herein.

3. Obstructions and Structures in the Lake. Owners, families, and guests shall not place obstructions in or under the water, define or seek to define underwater property lines or otherwise impair the use of the Lake as a scenic landscape feature. No structure of any type may be constructed beyond the shoreline into the Lake, including docks for boats or other use. No posts, piling, seawall or similar structure may be placed in the Lake itself. No boats may be stored on the water or within the natural zone.

4. The Natural Zone. To preserve and enhance the landscape and vegetation, there is created a "natural zone", 20 feet in width on the land surrounding the Lake. Within the natural zone, improvements may only be made after the submission of a written plan and approval of the same by the Melrose Lake Association, as set forth herein. The Melrose Lake Association shall have no responsibility for the maintenance of the natural zone; all maintenance and plantings shall be the responsibility of each property owner. The dam area of the Lake shall be maintained with Crown Vetch, and no trees or shrubbery may be planted on the dam.

5. Storm Water Discharge. Discharge of storm water and run-off from each Lake Front Lot shall be the responsibility of each owner. It shall be the responsibility of each Owner to insure that run-off or storm water is clean, clear and made in such a manner as to minimize disturbance of Lake clarity.

6. Environmental Concerns. Each Owner shall refrain from polluting the Lake or otherwise affecting its water quality in any way. Each Owner shall employ their best efforts to prevent chemicals or fertilizers from being washed into the Lake.

7. Fish. No Owner shall stock the Lake with any fish or other animals, including, but not limited to exotic or dangerous species. Stocking if any, shall be done only by the Melrose Lake Association. The Lake may not be stocked by a state agency, or other entity, which creates a right to public or private access to the Lake by any person other than the Owners.

8. Access Easement. The recorded plats of Melrose, Sections 3 and 5, provide that the City of Pickerington shall perform certain work upon the storm water retention area as deemed necessary by the Pickerington City Engineer. In furtherance of such provision, the Melrose Lake Association hereby reserves unto the City of Pickerington, its successors, agents, assigns, employees and contractors as deemed necessary by the City of Pickerington, the right and easement to go upon the area identified on said recorded plat as the Natural Zone Easement to the rear of Lake Front Lots 134 through 138 and lots 209 through 216, all inclusive, to construct, repair, reconstruct, dredge, clear, clean, operate and maintain any of the structures or property in, on, or upon the Natural Zone Easement and any part of the drainage system constructed thereon.

The Melrose Lake Association shall have full and complete authority and responsibility for maintaining the aesthetic appearance of the Lake including, but not limited to water condition, removal of vegetation, security and mowing of the natural zone, control of wildlife or other pests.

The operation of the Lake as a storm water retention area must comply with the laws and regulations of the City of Pickerington and State and Federal laws governing surface and subsurface waters. The Melrose Lake Association, or the Board of the Melrose Lake Association, cannot be held liable for flooding, injury, death or property loss which occurs due to inappropriate, unsafe, or unlawful use of the Lake, except for negligence on their part. No alterations of any kind, especially those which can affect the operation of the retention area, may be made in the construction of the Lake, the dam, the overflow channel, or the storm sewer structures and valves other than by the City of Pickerington or other authority.

9. Lake Level. The Melrose Lake Association shall have the option to maintain the level of the Lake at its designed level. At the discretion of the Melrose Lake Association, well water or other artificial sources may be used to augment the natural water sources.

10. Insurance. The Melrose Lake Association shall maintain liability insurance in such amount as is deemed sufficient by the Board of the Melrose Lake Association.

Article 2

Membership and Voting Rights in the Melrose Lake Association

1. Membership. Each record or beneficial Owner of a Lake Front Lot constituting a part of the Premises shall, at the time the interest is acquired, automatically become a member of the Melrose Lake Association (hereinafter referred to as "Member"). Such membership shall terminate at such time as record or beneficial ownership of the Lake Front Lot ceases.

2. Voting Rights. Melrose Lake Association members or their designated representatives shall have one vote for each Lake Front Lot. When more than one person or entity holds such interest or interests in the Lake Front Lot, all such persons shall be members, provided, that the owners shall determine, among themselves, who shall be entitled to exercise the votes for the Lake Front Lot. Only one person shall be appointed to represent the Owners of any Lake Front Lot.

Article 3

Assessments

1. Assessments. Assessments for the purposes hereinafter described are hereby created and shall be determined and collected as provided in the Articles of Incorporation and/or in the Bylaws of the Melrose Lake Association. Each owner of any Lake Front Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Melrose Lake Association an annual assessment for Common Expenses as hereinafter provided. For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Melrose Lake Association in performing the rights, duties and obligations set forth herein and in its Bylaws.

2. Maximum Annual Assessment for Common Expenses

a. Initial Assessment. The initial assessment for 1993 shall be billed on a pro rata basis, based on a 365-day year. Beginning November 1, 1993, the maximum annual Common Expense Assessment per Lake Front Lot shall be Three Hundred Thirty Dollars ($330.00) per year.

b. Standard Increases. From and after November 1, 1994, the maximum annual assessment for Common Expenses as stated above may be increased each year by the Melrose Lake Association not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of sixty percent (60%) of the total votes of all owners of Lake Front Lots.

c. Special Increases. The maximum annual assessment for Common Expenses may be increased above the increase permitted by paragraph (2) (b) above by a vote of sixty percent (60%) of the total votes of all Owners of Lake Front Lots at a meeting duly called for this purpose.

d. Duty of Melrose Lake Association to Fix Amount. The Melrose Lake Association may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in paragraph (2) (b), above.

3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Melrose Lake Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or major maintenance related to the Lake, provided that any such assessment shall have the assent of sixty percent (60%) of the total votes of all owners of Lake Front Lots at a meeting duly called for this purpose.

4. Notice of Meeting and Quorum for Any Action Authorized under Paragraph 1 and 2 above. Written notice of any member's meeting called for the purpose of taking any action authorized under Paragraph (1) and (2) of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

5. Date of Commencement of Annual Assessments Due Dates. The annual assessments for Common Expenses shall commence as to Lake Front Lots on November 1, 1993. The Melrose Lake Association shall fix the amount of the annual assessment for Common Expenses against each Lake Front Lot not later than October 1 of each calendar year for the following calendar year. Written notice of the annual assessment from Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Melrose Lake Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Melrose Lake Association.

6. Lien for Assessments. All sums assessed to any Lake Front Lot pursuant hereto, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be

secured by a continuing lien on such Lake Front Lot in favor of the Melrose Lake Association. Such lien shall be perfected by filing a certificate of lien with the Recorder of Fairfield County. Such certificate shall contain a description of the property against which the lien exists, the name or names of the record Owner or owners thereof, the amount of the unpaid portion of the assessment and shall be signed by the president of the Melrose Lake Association all in accordance with Article VI, of the Bylaws of the Melrose Lake Association.

7. Effect of Nonpayment of Assessments. Remedies of the Melrose Lake Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Melrose Lake Association may bring an action at law against the Owner/Owners, of the Lake Front Lots who are personally obligated to pay the assessments, and/or foreclose the lien against the Lake Front Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the lake, or abandonment of his Lake Front Lot.

8. Foreclosure. The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Melrose Lake Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Melrose Lake Association any assessments against the lake front lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Melrose Lake Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lake Front Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

9. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lake Front Lot pursuant to foreclosure to such a first mortgage holder or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lake Front Lot from liability for any assessments which thereafter become due or from the lien thereof.

The Melrose Lake Association shall, upon written request, report to any such first mortgagee of a Lake Front Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lake Front Lot; provided, however, that such first mortgagee shall have furnished to the Melrose Lake Association written notice of the existence of its mortgage, which notice shall designate the Lake Front Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given.

Any such first mortgagee holding a lien on a Lake Front Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Article 4

Lake Front Easement Rights

1. Lake Front Lot Easement Rights. Every owner of a Lake Front Lot shall have a right and non-exclusive easement of enjoyment in and to the lake which shall be appurtenant to and shall pass with the title to every Lake Front Lot, subject to the following provisions:

(a) The right of the Melrose Lake Association from time to time, in accordance with its By-Laws, to establish, modify, amend and rescind rules and regulations regarding use of the lake;

(b) The right of the Melrose Lake Association to suspend the voting rights and right to use of the lake by an owner for any period during which any assessment levied under this deed against his Lake Front Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the City of Pickerington, or the Melrose Lake Association to otherwise deal with the lake as provided herein;

(d) Any Owner may delegate, in accordance with the By- Laws, his right of enjoyment of the lake to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the owner's Lake Front Lot. No damage to, or waste of, the lake or any part thereof, shall be committed by any owner or any tenant or invitee of any owner. No noxious, destructive or offensive activity shall be permitted on or in the lake or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other owner. No owner may erect any improvement or structure of any kind on the lake without the prior written approval of the Melrose Lake Association.

Article 5

Constructive Notice and Acceptance

1. Constructive Notice. Every person and entity, who now owns or hereafter owns or acquires any rights, title or estate in any portion of the Premises is and shall be conclusively deeded to have consented and agreed to every covenant and restriction contained herein whether or not a reference to these covenants and restrictions is contained in the instrument by which the person or entity acquired an interest in said Premises.

Article 6

Amendments

1. Voting. For the purposes of voting on amending these restrictions, each owner shall be entitled to one vote for each Lake Front Lot which such Owner owns.

2. Amendments regarding assessments, voting and use. The written consent of at least seventy-five (75%) percent of Lake- Front Lot Owners shall be required for any amendment of these restrictions, which amendment affects a change in (a) the method of dividing the assessments, or (b) the method of voting on Melrose Lake Association matters, or (c) to terminate these restrictions.

3. Each of these covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the owners and the Melrose Lake Association.

Article 7

Incorporation of Additional Lake Front Lots or Common Area

GRANTOR is the Owner of certain contiguous land. GRANTOR may, at its option, develop that land in substantially the same manner as Melrose, Section 3 and 5 and may, at his option, incorporate said additional land into these restrictions as an additional Phase or Phases.

Article 8

General Provisions

1. Violation of Covenants. It shall be lawful for any person or persons owning any real property situated in Melrose, section 3 or 5, Lake Front Lots 134 through 138 and lots 209 through 216, inclusive, or Lake Front Lots previously incorporated into this Melrose Lake Association, or the Melrose Lake Association formed to administer the Lake Front Lots to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to prevent him or them from so doing or to recover damages. Failure by any party to enforce any covenant, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. These restrictions shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision.

2. Term of Covenants and Restrictions. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and bind all Lake Front Lot Owners, their successors, and their heirs, executors, administrator and assigns for forty (40) years. Said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of at least seventy- five (75%) percent of the then owners of the Lake-Front Lots. In ascertaining the number of owners of seventy-five (75%) percent of the Lake-Front Lots, persons having the power to convey the fee simple in a given Lake Front Lot shall constitute a unit having a single vote.

3. Incorporation into Deed. The above covenants, reservations, and restrictions shall be incorporated by verbatim or by reference in every deed conveying any part of the premises herein described.

Article 9

Acceptance

By accepting a deed to any of the above described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have signed and sealed these presents this 5th day of March, 2015.

Signed, sealed and delivered in the presence of Melrose Lake Association, Inc. Board of Directors:

Patrick R. Michel - Treasurer

Phyllis C. Wolford - Secretary

Michael D. Wolford - President

STATE OF OHIO
COUNTY OF FAIRFIELD

On this 5th day of March, 2015, before me, a notary public, personally appeared

Patrick R. Michel, Phyllis C. Wolford, Michael D. Wolford,

known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public: Susan R Platania

Print name: Susan R. Platania

My commission expires: 5-20-2018

NOTARIAL SEAL
STATE OF OHIO

SUSAN R. PLATANIA
Notary Public, State of Ohio
My Commission Expires 5-20-2018

After recording, send document:

Michael D. Wolford
882 Brookside Drive
Pickerington, Ohio 43147

Document Prepared By:

Michael D. Wolford
882 Brookside Drive
Pickerington, Ohio 43147