Legacy Pointe
Development

Restrictions, Reservations and Covenants

420 Avon Belden Road • Avon Lake, Ohio 44012 (440) 933-6908 / (440) 871-8234

LEGACY POINTE

SUMMARY DISCLOSURE STATEMENT

January 1, 2002

Prepared by:

Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

LEGACY POINTE DEVELOPMENT

SUMMARY DISCLOSURE STATEMENT

OFFERED BY

LEGACY POINTE, LTD.

AN OHIO LIMITED LIABILITY COMPANY

Date of this Disclosure Statement: January 1, 2002

I. INTRODUCTION:

This Summary Disclosure Statement has been prepared by Legacy Pointe, Ltd., an Ohio limited liability company, the Developer of a proposed residential community known as "Legacy Pointe," located in the City of Avon Lake, Lorain County, Ohio. This Summary Disclosure Statement consists of this document and the Exhibits attached hereto and incorporated herein. This Summary Disclosure Statement, including the Exhibits, generally describes to prospective purchasers of Lots in Legacy Pointe, what the Developer believes are the most material circumstances or features affecting the Legacy Pointe Development. However, any inconsistency between the general information contained in this Summary Disclosure Statement and the terms and provisions set forth in the Exhibits shall be resolved in favor of the specific applicable Exhibit, since this Summary Disclosure Statement is only an abbreviated summary of such Exhibits.

II. EXHIBITS:

The following are Exhibits to this Summary Disclosure Statement:

A. Exhibit 1: Master Declaration of Restrictions, Reservations and Covenants for the Legacy Pointe Subdivision (hereinafter referred to as the "Master Declaration").

B. Exhibit 2: The Articles of Incorporation of Legacy Pointe Recreational Association, Inc., (hereinafter referred to as the "Club").

C. Exhibit 3: The By-Laws of Legacy Pointe Recreational Association, Inc. (hereinafter referred to as the "Club By-Laws").

D. Exhibit 4: Homeowners' Declaration of Restrictions, Reservations and Covenants for the Legacy Pointe Subdivision (hereinafter referred to as the "Homeowners' Declaration").

E. Exhibit 5: The Articles of Incorporation of Legacy Pointe Homeowners' Association, Inc., (hereinafter referred to as the "Association").

F. Exhibit 6: The By-Laws of Legacy Pointe Homeowners' Association, Inc. (hereinafter referred to as the "Association By-Laws").

G. Exhibit 7: A reduced size copy of the Plat of the Legacy Pointe Subdivision No. 1., which shows the location and size of the initial forty six (46) Lots in Legacy Pointe Subdivision No. 1, the General Common Area blocks designated as Block "A," Block "B," Block "C" and Block "D," the Golf Course Property area designated as Block "E", the Condominium Group A Parcel, designated as Block F, and the Golf Course Property area, designated as Block G, (hereinafter referred to as the "Plat").

H. Exhibit 8: A reduced size copy of the Preliminary Plan of the first three phases of the Legacy Pointe Planned Unit Development. The plan shows the general location of the proposed streets, lots, lakes, common area blocks, condominium group and cluster home group development areas, golf course area, cart paths, recreational area and recreational facilities that may hereafter be added to the Land and subject to the Declaration as future phases of the Development, (hereinafter referred to as the "General Development Plan").

I. Exhibit 9: The form of the Management Contract between VIP Property Management Company and Legacy Pointe Recreational Association, Inc. (hereinafter referred to as the "Club Management Contract").

H. Exhibit 10: The form of the Management Contract between VIP Property Management Company and Legacy Pointe Homeowners' Association, Inc. (hereinafter referred to as the "Association Management Contract").

J. Exhibit 11: The form of the Declaration of Storm Sewer Easement issued by Sweetbriar Management, Inc., the owner of the Golf Course Property, for the use and maintenance of certain designated portions of the Golf Course Property for the installation and use of a storm water drainage system ("hereinafter referred to as the "Storm Sewer Easement").

All terms not defined herein have the same meaning as is ascribed to them in the Master Declaration.

III. DEVELOPER INFORMATION:

The Developer and entity offering the Lots for sale in the Legacy Pointe Development is Legacy Pointe, Ltd., an Ohio limited liability company. The principal place of business of Legacy

Pointe, Ltd., is 420 Avon Belden Road, Avon Lake, Ohio 44012. The telephone number is (440) 871-8234 if calling from Cuyahoga County or (440) 933-6908 if calling from Lorain County. Future Phases of the Legacy Pointe Development, if any, may be developed by Legacy Pointe, Ltd. The property manager is VIP Property Management Co., whose address is 420 Avon Belden Road, Avon Lake, Ohio 44012 and whose telephone number is (440) 871-9320 if calling from Cuyahoga County or (440) 933-7151 if calling from Lorain County.

IV. LEGACY POINTE:

Legacy Pointe is a residential community being developed by the Developer in the city of Avon Lake, Lorain County, Ohio. Legacy Pointe is being developed as a planned unit development pursuant to provisions of the City of Avon Lake's Planning and Zoning Code. It is presently anticipated that the first three phases of Legacy Pointe, when fully developed, will be comprised of approximately 123.05 acres of improved and unimproved land. There are eighty one (81) single-family residential building Lots contemplated within the first three phases of the Legacy Pointe Development. In addition to the single family residential Lots, the Developer also contemplates the construction of a maximum of one hundred sixty (160) private cluster homes and condominium units within the first three phases of the Legacy Pointe Development. The Developer intends to develop and plat the subdivision in phases, and to record the Declaration upon each phase of Lots at the time each such phase is developed. The Developer reserves the right to add additional land to the Legacy Pointe Planned Unit Development in excess of the 123.05 acres of land currently contemplated to be included within the first three phases of the development. A reduced sized drawing of the Preliminary Plan showing the first three proposed phases of the Legacy Pointe Planned Unit Development is attached to this Disclosure Statement as Exhibit 8.

Legacy Pointe is in an area generally located to the South of Walker Road and to the West of Jaycox Road in the City of Avon Lake, Ohio. Initially there will be forty six (46) residential Lots platted within Legacy Pointe Subdivision No. 1, forty five (45) private cluster home condominium unit sites created within the cluster home group to be known as Legacy Pointe No. 1 Condominiums and thirty five (35) private cluster home condominium unit sites in the cluster home group to be known as Legacy Pointe No. 2 Condominiums, all of which will be owned by Developer at the time of platting. Additional Lots, Units and cluster home condominium unit sites may be added in the future, although, except as described in this Summary Disclosure Statement, there is no obligation on the part of the Developer to include any Lots or other property in Legacy Pointe beyond the original forty six (46) Lots and eighty (80) cluster home condominium unit sites. A reduced sized drawing of the Plat, which shows the general location of each Lot is attached to this Disclosure Statement as Exhibit 7.

The Developer has not determined the architectural style and layout of all of the single family residences or condominium properties to be constructed within those portions of the Subdivision not yet developed. The Developer intends to develop varying classes and mixes of residential dwellings with the Legacy Pointe Development.

The Developer anticipates that certain delineated portions of the Land which are hereafter subjected to the Master Declaration will be designated as General Common Areas within the development. The Developer reserves the sole and exclusive right to designate each Common Area block hereafter included as a portion of the Land as Recreational Area or General Common Area. The designation, if not made on the recorded Plat, may be made at any time prior to actual transfer of ownership of such common area block to the Club.

The common area blocks designated as Recreational Areas and General Common Areas, (as such terms are defined in the Declarations) may be transferred by the Developer to the Club at any time after the recordation of the Declaration and the recordation of the Plat of the phase of the Development which contains such common area block. The ownership of the Golf Course Property shall be retained by the Developer. The ownership of the Recreational Area shall be transferred to the Club in accord with the provisions of Article VII of the Master Declaration. The ownership of the General Common Area shall be transferred to the Club in accord with the provisions of Article VI of the Master Declaration. In general, the ownership of each Recreational Area and General Common Areas, if any, shall be transferred to the Club on or before the date seventy five percent (75%) of the total number of Residences contemplated in the development have been transferred to Owners, for value, in bona fide sales.

V. THE MASTER DECLARATION:

The Master Declaration sets forth detailed covenants and restrictions which affect Legacy Pointe and each Lot created and Residence to be constructed within the Legacy Pointe Development. These restrictions include, by way of example, and not by way of limitation, restrictions and limitations on the use of the Lots, the Units, the Residences constructed on the Lots, the design and construction of the Residences, the landscaping, the exterior color of the Residences, the use of Residences or Lots for commercial, business or religious purposes, required maintenance obligations of the Owners, and various other limitations, restrictions and requirements, all of which are set forth, in detail, in the Declaration and all of which have been established to maintain or enhance the value of properties within the Legacy Pointe Development. The Club and, in certain instances, the Developer, the Golf Course Property Owner, and the Owners, have the right to enforce the terms and conditions of the Master Declaration. A copy of the Master Declaration is submitted herewith as Exhibit "1" to this Summary Disclosure Statement.

VI. THE CLUB:

The Developer has established the Legacy Pointe Recreational Association, Inc., (the "Club") to provide an entity responsible for the operation and administration of the Recreational Area, Recreational Facilities, General Common Areas, Entry Ways, Island Areas and Hubs (as such terms are defined in the Master Declaration) in the Legacy Pointe Development . The members of the Club shall constitute all the record owners of Lots and Residences within Legacy Pointe Subdivision. The Declaration defines the term "Residence" to mean each single family dwelling from time to time constructed within the Legacy Pointe Development, whether it is a single family

home, a residential condominium unit, a detached cluster home, or a single family dwelling within an apartment building or attached cluster home. A copy of the Articles of Incorporation of the Legacy Pointe Recreational Association is submitted herewith as Exhibit "2." A copy of the By-laws of the Legacy Pointe Recreational Association is submitted herewith as Exhibit "3."

Initially the Developer will control the Club and will have the right to designate all of the members of the Club Board of Trustees and officers, until the first election or appointment as provided in the Club By-Laws. The Developer retains certain rights with regard to Legacy Pointe and its operation, as provided in the Declaration, during the period commencing on the date hereof and ending on the earlier of: October 1, 2026; or, one (1) year after the date that construction of all Residences within Legacy Pointe have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to the land compromising Legacy Pointe, as provided in the Master Declaration (the "Control Period"). Until (i) the end of the Control Period or (ii) such earlier date, at the election of the Developer, the Developer will have the right to control the Club by designating its trustees and officers.

The Club will be responsible for administering and enforcing the terms and conditions of the Declaration which govern property or facilities under the ownership or control of the Club pursuant to the provisions of the Master Declaration. This means, among other things, that the Club will be responsible for administering, operating and maintaining all so called Recreational Areas, Recreational Facilities, General Common Areas, Hubs, Island Areas and Entryways as described in the Declaration.

The purchaser of each Lot in the Legacy Pointe Development shall, at the time of such purchase, be required to deposit with the Club the sum of $250.00 as a deposit to be applied to the payment of the Owner's annual assessment, (prorated only with respect to the first purchaser from Developer on a calendar year basis from the date an Owner acquires title to a Residence), to be applied toward Club Expenses. The amount of the annual assessment may be adjusted in the future by the Club Board of Trustees.

Each owner of a Lot or a Residence in the Legacy Pointe Development, other than the Developer, shall, by acquiring title to the Lot or Residence, automatically become a member of The Legacy Pointe Recreational Association, Inc. (The "Club"). The owner of a Lot, except the Developer, shall become a Club member and be responsible for payment of Club Assessments regardless of whether or not a residential dwelling has been constructed on such Lot.

Membership in the Club shall automatically grant to resident members, or their tenants who reside in the dwellings, and their immediate families and other occupants residing in the dwellings and permitted guests, the right to use the Recreational Facilities in common with the other resident members of the Club, or their tenants, and their immediate families and other occupants residing in the dwellings and permitted guests, subject to and in accordance with the rules and regulations from time to time adopted by the Club Board of Trustees.

All persons owning Lots and Residences in the Legacy Pointe Development, other than the Developer (except in its capacity as lessor of an unsold dwelling, as provided in the Master Declaration), shall become members of the Club. An Owner of a Residence constructed on more than one Lot shall be required to pay a separate assessment for each Lot owned by such Owner.

All costs of the management, operation, maintenance and repair of the Club Facilities, as well as taxes and assessments (whether real estate taxes or personal property taxes) imposed against the Club and its Facilities, and all insurance premiums required to be paid to ensure the Club's Facilities, shall be expenses of operating the Club Facilities and shall be paid by the members as Dues.

Operation and maintenance of all property or facilities for which the Club is responsible will be performed by VIP Property Management Co. ("VIP"), which is an affiliate of the Developer. The Club will enter into a management contract with VIP for such services (the "Club Management Contract"). The management contract initially will be for the term of one (1) year, but will be automatically renewed on an annual basis unless terminated by either party upon ninety (90) days' notice. VIP will initially receive a management fee of One Hundred Dollars ($100.00) per month for its services pursuant to the management contract until such time as Recreation Facilities are made available for use by the Club members. After the date Recreational Facilities have been made available for use by the Club members, VIP will be entitled to receive a management fee of Five Hundred Dollars ($500.00) per month for its services pursuant to the management contract. A copy of the Club Management Contract is submitted herewith as Exhibit "9."

In addition to the Recreational Facilities, the Club will be responsible for the maintenance and upkeep of the General Common Areas, and all Hub, Island Area and Entryway landscaping and plantings throughout Legacy Pointe; and, further, shall be responsible for the repair, maintenance and upkeep of the grass, trees, shrubs and other plantings, if any, pilasters, signs and guard house installed or to be installed by the Developer in the Legacy Pointe entrances and public rights-of-way (including, but not limited to, any obligations or duties which may hereafter be set forth in an indemnity agreement with the City of Avon Lake regarding the maintenance of the improvements to the subdivision entrances located within the public right-of-ways and any additional agreements to be entered into with the City of Avon Lake upon development of improvements in additional Legacy Pointe entrances located within future public right-of ways [if any]).

Each owner of a Lot and/or Residence, other than the Developer (except in its capacity as lessor of an unsold dwelling, as provided in the Declaration), is obligated to be a member of the Club and to pay Annual Assessments and Special Assessments. The amounts of Assessments are a lien against the Lot and/or Unit, as provided in the Master Declaration. The amount of the Club Assessments shall be determined annually by the Club Board of Trustees based upon the anticipated operating cost of the Club for all operational expenses of the Club. Until such time as 200 Residences within The Legacy Pointe have been sold and transferred by the Developer, or January 1, 2008, which ever occurs earlier, the Developer agrees to be responsible for payment of the difference, if any, between such actual operating expenses and the amount of Dues contributed by

Club members therefor. Thereafter, the Developer shall have no responsibility for such payment (or any other payment); and any such deficit shall be paid equally by every member of the Club.

Any extraordinary repair or replacement or an expansion of the Club Facilities or equipment shall be provided only upon the approval of the Club Board of Trustees, and the cost thereof shall be paid by the members of the Club as an Assessment. Assessments shall be computed by the Club Board of Trustees, and each member shall be assessed his proportionate share, based upon the total number of Lot and Residence Owners comprising Club membership at such time.

Each prospective purchaser should understand that, by acquiring title to a Lot Condominium Unit or other Residence in the Subdivision, the purchaser will assume and be required to pay the Club Assessments. The non-use of the Club Facilities will not be a basis upon which payment can be avoided. Other than the Developer, no Owner of a Lot, Condominium Unit or other Residence within the Legacy Pointe Development shall have any right to be exempted or excused from the payment of Club Assessments.

The Developer does not intend to create a Recreational Area or install any Recreational Facilities within the first phase of the Subdivision. The Developer contemplates the installation of an outdoor swimming pool, pool house, kiddie pool, and two tennis courts in a subsequent phase of the development. However, in accord with the terms and conditions of the Master Declaration, the Developer is not obligated to add any additional Land to the Subdivision other than the forty six (46) Lots, the forty five (45) condominium unit sites in the Condominium Group Parcel A Area and the thirty five (35) condominium unit sites in the Condominium Group Parcel B Area, and is not obligated to provide any Recreational Area or Recreational Facilities. To the extent the Developer does provide Recreational Facilities, the full cost for the initial installation of equipment provided by the Developer for the Club's Recreational Facilities shall be paid by the Developer. However, even if the Developer does add additional Land to the Subdivision, it is not obligated to provide a Recreational Area of any specific size or shape, nor will it be obligated to provide any specific size, shape, type or number of Recreational Facilities to the Club. The Developer is not obligated to create a Recreation Area in the current or any future phase of the Development, however, in the event the Developer elects to install a Recreation Area it may do so in any future phase of the development even if such land or phase of the development is not currently shown on or as a part of the General Development Plan.

VII. THE HOMEOWNERS' DECLARATION:

The Homeowners' Declaration sets forth detailed covenants and restrictions which affect Legacy Pointe and each Lot created and Residence to be constructed on a Lot within the Legacy Pointe Development. These restrictions include, by way of example, and not be way of limitation, restrictions and limitations on the use of the Lots, and the Residences constructed on the Lots, and various other limitations, restrictions and requirements, all of which are set forth, in detail, in the Homeowners' Declaration and all of which have been established to maintain or enhance the value of properties within the Legacy Pointe Development. The Association and, in certain instances, the

Developer, the Club, the Golf Course Property Owner, and the Owners, have the right to enforce the terms and conditions set forth in the Homeowners' Declaration. A copy of the Homeowners' Declaration is submitted herewith as Exhibit "4."

VIII. THE LEGACY POINTE HOMEOWNERS' ASSOCIATION:

The Developer has established the Legacy Pointe Homeowners' Association, Inc., as an Ohio not for profit corporation, to provide an entity responsible for the administration of the restrictions, regulations and obligations of Lot Owners as set froth in the Legacy Pointe Homeowners' Declaration of Restrictions, Reservation and Covenants. The members of the Association shall constitute all the record owners of Lots within the Legacy Pointe Development. A copy of the Articles of Incorporation of the Legacy Pointe Homeowners' Association are submitted herewith as Exhibit "5." A copy of the By-laws of the Legacy Pointe Homeowners' Association are submitted herewith as Exhibit "6."

Initially the Developer will control the Association and will have the right to designate all of the members of the Association Board of Trustees and officers, until the first election or appointment as provided in the Association By-Laws. The Developer retains certain rights with regard to Legacy Pointe and its operation, as provided in the Declaration, during the period commencing on the date the Legacy Pointe Homeowners' Declaration was filed for record with the Lorain County Recorder and ending on the earlier of: (a) October 1, 2026; or, one (1) year after the date that construction of all Residences within Legacy Pointe have been completed, including Residences on additional Lots which Developer may, from time to time, elect to add to the land compromising Legacy Pointe, as provided in the Homeowners' Declaration (the "Control Period"). Until (i) the end of the Control Period or (ii) such earlier date, at the election of the Developer, the Developer will have the right to control the Association by designating its trustees and officers.

The Association will be responsible for administering and enforcing the terms and conditions of the Homeowners's Declaration.

An operating reserve fund will be established by the Association. The original purchaser of a Lot from the Developer shall be required to deposit with the Association the sum of $50.00 for the operating reserve fund. In addition, each Lot Owner (other than Developer) will be required to pay the Association $100.00 upon each subsequent sale or transfer of a Lot by the Owner (other than the Developer) to any other person or entity. Annual and Special Assessments may also be assessed against the Lot Owners by the Association Board of Trustees. An Owner of a Residence constructed on more than one Lot shall be required to pay a separate assessment for each Lot owned by such Owner.

Except for the Developer, each Owner of a Lot is automatically required to pay all dues and assessments imposed by the Association Board of Trustees. The amount of such assessments, if any, shall be determined by the Association Board of Trustees, based upon the estimated operating expenses of the Association.

If an Owner does not timely pay any assessment or other charge due to the Association or does not perform any obligation that the Owner is required to perform, the Association may file a lien against such Owner's Lot.

Operation and maintenance of any property for which the Association is responsible will be performed by VIP Property Management Co. ("VIP"), which is an affiliate of the Developer. The Association will enter into a management contract with VIP for such services (the "Association Management Contract"). The Association Management Contract initially will be for the term of one (1) year, but will be automatically renewed on an annual basis unless terminated by either party upon ninety (90) days' notice. VIP will initially receive a management fee for its services pursuant to the Association Management Contract of Five Dollars ($5.00) per year for each Lot the Owner of which is a member of the Association. A copy of the Association Management Contract is submitted herewith as Exhibit "10."

Each prospective purchaser should understand that, by acquiring a Lot in the Legacy Pointe Development, the purchaser will assume and be required to pay the Association Assessments. Other than the Developer, no Owner of a Lot within Legacy Pointe shall have any right to be exempted or excused from the payment of Association Dues and Assessments.

IX. THE GOLF COURSE PROPERTY:

The Developer shall retain ownership of the 10.1287 acre parcel of land designated as Block "E" and the 27.5574 acre parcel of Land designated as "Block "G" on the Plat of the Legacy Pointe Subdivision No. 1. The Golf Course Property includes, but is not limited to the area designated as Block "E" on the Plat of the Subdivision, and area designed as Block "G" on the Plat of the Subdivision. The Developer, it successors, assigns, and successor in title, shall be the sole, absolute and unconditional owner of the Golf Course Property, including, but not limited to Block "E" and Block "G" (subject to the easements shown on any recorded Plat of any current or future phase of the Legacy Pointe Development), as well as the sole, absolute and unconditional owner of any equipment, systems, facilities or other improvements located thereon, which Developer has installed or may hereafter install in, upon or under the Golf Course Property. No person or entity by reason of their ownership or occupancy of a Lot, Unit, Residence or other parcel of property in the Legacy Point Subdivision shall obtain any ownership rights in or have any right or economic interest in or to the Golf Course, the Golf Course Property and/or to its facilities and/or the use or enjoyment thereof except as may otherwise be set forth in the Master Declaration.

Use of the Golf Course and the Golf Course Property is only available to customers, guests and invitees of the Golf Course Property Owner. Ownership of a Lot, Unit, Residence or other property within Legacy Pointe does not give to any Owner or occupant any right to enter upon or use the Golf Course Property and does not grant any ownership or membership interest in the Golf Course or Golf Course Property. Owners of Lots, Units and other Residences, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course located on the Golf Course Property.

All lakes, ponds, and streams located within the boundaries of the Golf Course Property shall be maintained by the Golf Course Property Owner. The Golf Course Property Owner is specifically authorized to take such action as it deems necessary to retain and collect water within the lakes, ponds and streams of the Legacy Pointe Subdivision and to use the water collected within the lakes, ponds and streams within the Legacy Pointe Development for irrigation of the Golf Course Property as the Golf Course Property Owner deems appropriate. The Developer intents to enter into an Indemnity and Easement Agreement with the City of Avon Lake for the use and maintenance on those portions Heider Ditch which are owned by the City of Avon Lake and run through the Golf Course.

Each Lot, Unit and other Residence within the Legacy Pointe Development which abuts or is adjacent to the Golf Course Property will be subject to easements to permit the doing of every act necessary and proper to the playing of golf on the Golf Course and Golf Course Property adjacent to the Lots, Units, Residences, Recreational Areas, General Common Areas and Condominium Group Parcel Common Areas. The acts permitted by the easements shall include, but are not limited to, the flight of golf balls over and upon such Lots, Units, Residences, Recreational Areas, General Common Areas, and Condominium Group Parcel Common Areas, the use of necessary and unusual equipment upon such Golf Course and Golf Course Property, the usual and common noise level created by the playing of the game of golf and the noise level associated with the construction, maintenance, repair, rebuilding and mowing of a Golf Course and the Golf Course Property, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the use, operation and maintenance of a Golf Course. The actual easements applicable to the Lots, Units, General Common Areas and Condominium Group Common Areas are more fully set forth in the Master Declaration and the Homeowners Declaration.

Upon the purchase or occupancy of a Lot, Unit, Residence or other property which is subject to either or both the Master Declaration or the Homeowners Declaration, each Owner, for themselves and the their family members, visitors, and invited quests, assumes the risks which are associated with the game of golf and the flight of golf balls over and upon such Lot, Unit, Residence or other property and agrees to hold harmless the Declarant, the Developer and the Golf Course Property Owner, and their respective successors and assigns, from any and all claims arising from an damage or injury which may occur by reason of the operation of the golf course, the flight of a golf ball, the use of a golf cart or from being hit by a golf ball or other instrument associated with the game of golf.

Upon the purchase or occupancy of a Lot, Unit, Residence or other property which is subject to either or both Declarations, each Owner, for themselves and the members of their family, acknowledges that a golf course currently exists or is in the process of being constructed on the Golf Course Property. Each Owner further acknowledges that the Lots, Units, Residences, General Common Areas and Condominium Group Parcel Common Areas which abut or are adjacent to the Golf Course Property will be subject to all risks associated with the game of golf and the design of the Golf Course. Each Owner of a Lot, Unit and other Residence, upon the purchase of such Lot,

Unit, or other Residence, waives any right they may have to claim that any customary, required, useful or reasonable activity associated with the construction, use, operation, repair, rebuilding, upkeep or maintenance of the Golf Course or the Golf Course Property is a nuisance or should be limited or restricted to any specific months, weeks, time or day or number of hours per day.

Each Lot, Unit, Residence, Condominium Group Parcel, Condominium Group Parcel Common Area and General Common Area which abuts or is adjacent to the Golf Course Property shall be subject to the right and easement on the part of Golf Course players and their caddies, if any, to enter upon the Lot, General Common Area, Condominium Group Parcel Common Area and the unimproved portion of any Unit, which is within twenty five (25) feet of the Golf Course Property to remove a golf ball, subject to the official rules of the Golf Course, and any such entering shall not be deemed to be a trespass. In addition, the landscaping for each Lot, Unit, Residence and the portion of the General Common Areas and Condominium Group Parcel Common Areas adjacent to any portion of the Golf Course Property shall, for that portion of such Lot, Unit, Residence, General Common Area and Condominium Group Parcel Common Area which is within ten (10) feet of the Golf Course Property, shall be in general conformity with the overall landscaping plan of the Golf Course, and be subject to the Golf Course Property Owner's right of approval, which approval shall not be unreasonably withheld or delayed. No fence, wall, hedge, building, or other structure will be permitted within said ten (10) foot portion of those Lots, Units, Residences, General Common Areas and Condominium Group Parcel Common Areas, which abut or are adjacent to the Golf Course Property, without the prior written approval of the Golf Course Property Owner. There is reserved over and across said ten (10) foot portion of each said Lot, Unit, Residence, General Common Area and Condominium Group Parcel Common Area the right and easement of light, air, and view for the benefit of the adjacent Golf Course Property and the Golf Course Property Owner.

X. STORM WATER DRAINAGE EASEMENT.

A limited non exclusive easement, under and through designated portions of the Golf Course Property has been issued for the benefit of the current and future owners of Lots 2, 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 33, 34, 35, 36, 37, 38 and 41 of Legacy Pointe Subdivision No. 1. The easement is approximately fifteen feet in width. The general location for the center line of the easement is shown on the utility plan drawing approved by the City of Avon Lake as part of the improvement plans for Legacy Pointe Subdivision No. 1. The easement is for the purpose of providing a method for discharging the storm water from the rear yard storm sewer drain pipes located on the above designated Lots. Each Owner of the designated Lots will be responsible for the payment of their proportionate share of the costs and expenses incurred to maintain, repair or replace the portion of the rear yard storm water drainage system located within the easement premises. The easement shall be for the limited purposes and upon the terms and conditions set forth in the written storm water easement agreement. The Developer has or shall hereafter cause the easement agreement to be filed for record in the office of the Lorain County Recorder. A copy of the Declaration of Storm Water Easement is submitted herewith as Exhibit "11."

XI. USE OF THE NAME "LEGACY POINTE."

No Person shall use the words "Legacy Pointe" or any derivative thereof, in any printed or promotional material without the prior written consent of Declarant and the Golf Course Property Owner. However, Owners may use the name "Legacy Pointe" in printed and promotional material where such words are used solely to specify that a particular property is located within the Legacy Pointe Development.

XII. CONCLUSION:

The contents of this Disclosure Statement, together with the contents of the Exhibits, are believed to be accurate and are prepared on the basis of the best information currently available to the Developer.

Legacy Pointe, Ltd.
By: Kopf Construction Corp., Manager

By _____
H.R. Kopf, President

EXHIBIT 1

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Master Declaration of Restrictions, Reservations and Covenants
for the Legacy Pointe Subdivision"

799005#1785

1/96

LEGACY POINTE

Plat 70-24

2001-0-787602

MASTER DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

This Instrument Prepared by:

KENNETH R. RESAR, ESQ.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, Ohio 44052
Phone: (440) 244-5214

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
12/20/01
DEPUTY

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS 2
1.01 CLUB. 2
1.02 CLUB BOARD OF TRUSTEES. 2
1.03 CLUB BY-LAWS. 2
1.04 CLUB EXPENSES. 2
1.05 CLUB MEMBER. 3
1.06 CLUB TRUSTEE. 4
1.07 CONDOMINIUM GROUP PARCEL. 4
1.08 CONDOMINIUM UNIT. 4
1.09 CONTROL PERIOD. 4
1.10 COVENANTS AND RESTRICTIONS. 4
1.11 DECLARATION. 5
1.12 DEVELOPER. 5
1.13 GENERAL COMMON AREAS. 5
1.14 GOLF COURSE. 5
1.15 GOLF COURSE PROPERTY. 5
1.16 GOLF COURSE PROPERTY OWNER. 6
1.17 HUB. 6
1.18 ISLAND AREA. 6
1.19 LAND. 6
1.20 LEGACY POINTE DEVELOPMENT. 6
1.21 LOT. 6
1.22 OFFICIAL APPROVAL. 7
1.23 OWNER. 7
1.24 PLAT. 7
1.25 PRELIMINARY PLAN. 7
1.26 RECREATIONAL AREA. 7
1.27 RESIDENCE. 7
1.28 SUBDIVISION. 8
1.29 UNIT. 8

ARTICLE II
RESTRICTIONS ON LOTS AND RESIDENCES 8
2.01 ALCOHOLIC BEVERAGES. 8
2.02 APPROVAL OF PLANS. 9
2.03 AVON LAKE REGULATIONS. 9

2.04 BUILDING PERMITS. 9
2.05 COLOR. 9
2.06 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. 9
2.07 FENCES, HEDGES AND TREES. 10
2.08 LANDSCAPING PLAN APPROVAL. 11
2.09 LIMITATIONS ON FENCES AND HEDGES ABUTTING GOLF COURSE . 11
2.10 GARBAGE AND REFUSE DISPOSAL. 11
2.11 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS. ... 12
2.12 GENERAL RESTRICTIONS. 14
2.13 GRADES. 14
2.14 NOXIOUS ACTIVITIES. 14
2.15 REPAIR OF VEHICLES. 15
2.16 SIGNS. 15
2.17 STORAGE OF MATERIAL. 15
2.18 RESTRICTIONS ON THE USE OF THE RECREATIONAL AREA AND GENERAL COMMON AREA. 15
2.19 RESTRICTIONS ON SUBDIVISION. 16
2.20 LOTS, CONDOMINIUM GROUP PARCELS AND CLUSTER HOME RESTRICTIONS. 16

ARTICLE III
MAINTENANCE, ACCESS, UTILITIES AND GOLF COURSE EASEMENTS 16
3.01 EXISTING EASEMENTS. 16
3.02 MAINTENANCE AND ACCESS EASEMENTS. 16
3.03 UTILITIES. 16
3.04 RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE GOLF COURSE PROPERTY. 17

ARTICLE IV
TREE LAWNS, ISLAND AREAS AND HUBS 19
4.01 CARE OF TREE LAWNS. 19
4.02 HUBS AND ISLAND AREAS. 19

ARTICLE V
GOLF COURSE PROPERTY 20
5.01 OWNERSHIP OF THE GOLF COURSE PROPERTY. 20
5.02 QUITE ENJOYMENT OF GOLF COURSE PROPERTY. 20
5.03 NON-USE OF GOLF COURSE PROPERTY. 20
5.04 USE OF THE NAME "LEGACY POINTE". 20

5.05 LAKES, STREAMS AND WATER BODIES. 21
5.06 MAINTENANCE OF LAKES, STREAMS AND WATER BODIES. 21
5.07 MAINTENANCE OF HEIDER DITCH. 21
5.08 EASEMENT. 21
5.09 ASSUMPTION OF RISK ASSOCIATED WITH THE GAME OF GOLF. ... 22
5.10 NOTICE OF EXISTENCE AND OPERATION OF GOLF COURSE. 22
5.11 NON-INTERFERENCE WITH OPERATION OF GOLF COURSE. 23

ARTICLE VI
GENERAL COMMON AREA 23
6.01 ACCEPTANCE AND OWNERSHIP OF THE GENERAL COMMON AREA 23
6.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES. 24
6.03 OBLIGATION OF DEVELOPER. 24
6.04 USE AND CARE OF THE GENERAL COMMON AREA. 24

ARTICLE VII
RECREATIONAL AREA 25
7.01 ACCEPTANCE AND OWNERSHIP OF THE RECREATIONAL AREA. ... 25
7.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES. 26
7.03 ESTABLISHMENT OF RECREATIONAL AREA. 26
7.04 OBLIGATION OF DEVELOPER. 26
7.05 USE AND CARE OF THE RECREATIONAL AREA. 27

ARTICLE VIII
ENFORCEMENT 27
8.01 OBLIGATION OF LOT OWNER. 27
8.02 OBLIGATION OF UNIT OWNER. 28
8.03 RIGHT OF DEVELOPER AND/OR CLUB TO ENFORCE TERMS OF THE DECLARATION. 28
8.04 LEGAL FEES AND COSTS OF COLLECTION 29

ARTICLE IX
DECLARANT'S NON-COMPLIANCE AND CONSTRUCTION OF RESIDENCES 29

ARTICLE X
THE CLUB 30
10.01 ADMINISTRATION BY THE CLUB. 30
10.02 CLUB BOARD OF TRUSTEES. 30
10.03 COMPLIANCE BY OWNERS. 31
10.04 FORMATION OF THE CLUB. 31
10.05 MEMBERSHIP IN THE CLUB. 31
10.06 PERMITTED COLLECTION OF CLUB DUES. 32

ARTICLE XI
CLUB ASSESSMENTS 33
11.01 ABANDONMENT. 33
11.02 CLUB ASSESSMENTS. 33
11.03 DISPUTE AS TO ASSESSMENTS. 33
11.04 INTEREST. 33
11.05 LEGAL FEES AND COSTS OF COLLECTION. 33
11.06 LIABILITY UPON VOLUNTARY CONVEYANCE. 34
11.07 LIEN OF CLUB. 34
11.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS. 34
11.09 PAYMENT OF ASSESSMENTS. 35
11.10 PRIORITY OF THE CLUB'S LIEN. 36
11.11 RIGHTS OF FIRST MORTGAGEES. 36
11.12 SPECIAL ASSESSMENTS. 36

ARTICLE XII
OBLIGATIONS OF OWNERS 36
12.01 REPAIR OBLIGATIONS. 36
12.02 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS. 37
12.03 ASSOCIATION LIEN. 37

ARTICLE XIII
INSURANCE 37
13.01 INSURANCE LIMITATION. 37
13.02 MAINTENANCE OF LIABILITY INSURANCE. 37
13.03 OTHER INSURANCE. 38
13.04 RESIDENCE INSURANCE. 38
13.05 WAIVER OF SUBROGATION. 38

ARTICLE XIV
REAL ESTATE TAXES AND ASSESSMENTS 38

ARTICLE XV
MISCELLANEOUS 39
15.01 ACCEPTANCE OF DEED. 39
15.02 AMENDMENTS. 39
15.03 DISTRIBUTION OF COPIES. 40
15.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS. 40
15.05 ENFORCEABILITY. 40
15.06 INTERCHANGEABILITY OF TERMS. 40
15.07 LIBERAL CONSTRUCTION. 40
15.08 LIMITATION OF LIABILITY. 40
15.09 NON-LIABILITY OF DECLARANT. 41
15.10 NON-WAIVER OF COVENANTS AND RESTRICTIONS. 41
15.11 RULE AGAINST PERPETUITIES. 41
15.12 SUBORDINATION TO LAW. 41
15.13 TITLES. 42

SCHEDULE OF EXHIBITS:

Exhibit "A"	-	Legal Description of the Real Estate
Exhibit "B"	-	Reduced Size Drawing of the Plat
Exhibit "C"	-	Reduced size drawing of the Preliminary Plan
Exhibit "D"	-	Heider Ditch Easement and Indemnity Agreement

LEGACY POINTE
MASTER DECLARATION OF
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Master Declaration of Restrictions, Reservations and Covenants ("Declaration") made this 20th day of DECEMBER, 2001, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer" or "Declarant").

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and hereby made a part hereof; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities of the Land (as hereinafter defined) and Residences (as hereinafter defined) and for the maintenance of each Entry Way (as hereinafter defined), Hub (as hereinafter defined), General Common Area (as hereinafter defined), Golf Course Property (as hereinafter defined), Recreational Area (as hereinafter defined), and Recreational Facilities (as hereinafter defined) and other appurtenances, as described herein, and in connection therewith, to subject and benefit, as the case may be, the Land and Residences to the Covenants and Restrictions (as hereinafter defined), and each and all of the same are hereby declared to be and are for the benefit of the Land, Declarant and future Owners (as hereinafter defined); and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities of the Land and the Residences to establish entities to which, at the time set forth herein, will be assigned the powers, duties, obligations and authority for maintaining and administering each Entry Way, Hub, General Common Area, Recreational Area, Recreational Facility, and other appurtenances, for enforcing the terms of this Declaration and for collecting and disbursing funds to pay the Association Expenses (as hereinafter defined) and Club Expenses (as hereinafter defined) as hereinafter provided.

NOW, THEREFORE, Declarant shall and does hereby declare that the Land and Residences are and shall be held, used, owned, occupied, transferred, sold and conveyed subject to the Covenants and Restrictions provided in this Declaration, which Covenants and Restrictions shall run with the Land and shall be binding upon and inure to the benefit of all persons and entities having any right, title or interest in any part of the Land, their heirs, personal representatives, successors and assigns, as hereinafter set forth.

ARTICLE I
DEFINITIONS

1.01 CLUB. The term "Club" shall mean Legacy Pointe Recreational Association Inc. (or such other name as may hereafter be designated by the Declarant), an Ohio not for profit corporation, to be organized by Declarant to provide for the ownership and maintenance of the Detention Areas, General Common Areas, the Recreational Area and the Recreational Facilities to be provided or installed for the benefit of the occupants of all dwellings situated within the Legacy Pointe Development, as hereinafter set forth.

1.02 CLUB BOARD OF TRUSTEES. The term "Club Board of Trustees" shall mean the Board of Trustees of the Legacy Pointe Recreational Association, Inc

1.03 CLUB BY-LAWS. The term "Club By-Laws" shall mean the by-laws of the Legacy Pointe Recreational Association Inc., as adopted by the corporation and amended from time to time in accordance with this Declaration, the Club Articles of Incorporation and Ohio law.

1.04 CLUB EXPENSES. The term "Club Expenses" shall mean all costs, fees and charges incurred by the Club in carrying out its powers, duties, obligations and authority, including, but without limitation:

(a) Any cost incurred by the Club in the installation, maintenance, repair, replacement or improvement of any portion of a Detention Area, Hub, Island Area, or General Common Area for the purpose of identifying the development, including, but not limited to, any signs, lighting, underground sprinkling system, walls, structures, fences, columns, grass, trees, shrubs and other plants and any other landscaping and/or related costs, including the cost of electricity, water and/or natural gas;

(b) Any payments by the Club to employees, agents, or contractors for services in the care, repair, replacement and operation of the Recreational Area and Recreational Facilities;

(c) Any cost incurred by the Club in the installation, maintenance, repair or replacement of any improvement within or to any Recreational Area, including but not limited to, any Recreational Facilities, signs, lighting, underground sprinkling system, walls, structures, bike paths, walkways, fences, columns, grass, trees, shrubs, and landscaping, including the cost of electricity, water and/or natural gas used for such purposes within or for the benefit of the Recreational Area;

(d) Any cost incurred by the Club in the installation, maintenance, repair, use, and/or replacement of any signs, lighting, underground sprinkling system, electrical system, walls, structures, fences, columns, grass, trees, shrubs and other plants and other landscaping of any Island Area or Hub, including any cost of electricity, water and/or natural gas and any other cost incurred by the Club in maintaining and caring for the Island Area(s) and cul-de-sac Hub(s) pursuant to the terms and conditions of any Indemnity Agreement or Agreements that may hereafter be entered into between the Developer and the City of Avon Lake (the "Indemnity Agreement");

(e) Any cost incurred in maintaining and caring for the General Common Areas, including, without limitation, any cost incurred in the maintenance, repair and/or replacement of any structure, sign, fence, entry way, landscaping, bike path, and other improvements, if any, in any area hereafter designated as a General Common Area by the Developer or on the Plat of any real property hereinafter added to the Land by the Developer, and any cost incurred in the operation, maintenance, repair and/or replacement of any equipment used to perform such maintenance, repair, and/or replacement of the landscaping and other improvements;

(f) Any taxes or assessments with respect to any real or personal property owned by the Club;

(g) Any premiums for public liability and/or property insurance;

(h) Any legal and professional fees of the Club;

(i) Any management fees or charges;

(j) Any cost of performing any obligation of an Owner that such Owner has failed to perform, to the extent the Club fails to obtain reimbursement from such Owner therefor;

(k) Any cost of any service desired by the Club which is not provided by a municipality without charge to the Owners or the Club.

1.05 CLUB MEMBER. The term "Club Member" shall mean each owner of a Residence within the Legacy Pointe Development; provided, however, the ownership by the Developer of any unoccupied condominium unit(s), any unoccupied residential dwelling(s), Lot(s) and/or any other block of land located within Legacy Pointe Development shall not require that the Developer become a member of the Club; nor

shall the Developer have any right or obligation to become a member of the Club and/or to use the Recreational Facilities owned by the Club unless the Developer should lease or rent such condominium unit(s) and/or residential dwelling(s), in which event Developer shall assume Club membership (as well as association membership) with respect to each such condominium unit or residential dwelling during the period of tenancy. In such event, Developer shall be responsible for payment of Club Dues (as well as association dues) during the period of tenancy.

1.06 **CLUB TRUSTEE.** The term "Club Trustee" shall mean a member of the Club Board of Trustees.

1.07 **CONDOMINIUM GROUP PARCEL.** The term "Condominium Group Parcel" shall mean each portion of the Land, if any, the Declarant hereafter specifically designates as the real property to be developed as part of a condominium property, including, but not necessarily limited to, the portion of the Land, if any, which is not originally contained within the legal description of the condominium property but is designated in the condominium declaration as additional property which may be added to the real property as part of an expandable condominium. The Condominium Group Parcels currently proposed by the Declarant are shown on the Preliminary Plan and designated as Private Cluster Group A, Private Cluster Group B, Private Cluster Group C and Private Cluster Group D. Although the Declarant currently anticipates the creation of a minimum of four separate Condominium Group Parcels within the Legacy Pointe Development, nothing herein shall impose any obligation, burden or duty upon the Declarant to establish a condominium property in any specific location or of any minimum size, nor does it limit or restrict the possible location or maximum number of units of any condominium property.

1.08 **CONDOMINIUM UNIT.** The term "Condominium Unit" shall be each single-family dwelling from time to time constructed and created as a Unit of a condominium property, including, but not necessarily limited to, such unit's proportional share of common areas and the limited common areas reserved for the exclusive use of such unit.

1.09 **CONTROL PERIOD.** The term "Control Period" shall mean the period commencing on the date hereof and ending on the earlier of: October 1, 2026; or, one (1) year after the date that construction of all Residences within Legacy Pointe have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to the land compromising Legacy Pointe, as provided in this Declaration.

1.10 **COVENANTS AND RESTRICTIONS.** The term "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

1.11 **DECLARATION.** The term "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.

1.12 **DEVELOPER.** The term "Developer" shall mean Legacy Pointe, Ltd, or its successors, assigns or designated representative.

1.13 **GENERAL COMMON AREAS.** The term "General Common Areas" shall mean and include that part of the Land within Legacy Pointe from time to time made available for the general benefit of Legacy Pointe Lot Owners and Condominium Unit Owners. The General Common Areas will be deeded by Developer to the Club, no later than the date upon which seventy five percent (75%) of the permitted Residences to be constructed on Lots and condominium group parcels within the Legacy Pointe Development have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to Legacy Pointe, as provided in this Declaration. However, in no event shall the Developer be obligated to transfer any specific parcel or block of real property to the Club, unless and until such area has been added to the Land, designated as a General Common Area, and at least seventy five percent (75%) of the permitted Residences to be constructed on Lots and condominium group parcels within the phase of the Legacy Pointe Subdivision which includes such General Common Area have been completed and transferred to bona fide purchasers for valuable consideration.

1.14 **GOLF COURSE.** The golf course improvements and the golf cart paths situated on the Golf Course Property.

1.15 **GOLF COURSE PROPERTY.** Golf Course Property shall mean the land within, abutting, adjacent to, or in the vicinity of the Legacy Pointe Subdivision, which is privately owned by the Developer, its successors, successors-in-title, or assigns, upon which land there is, or shall be situated, various structures and improvements, including but not limited to, all or any part of, (i) a golf course; (ii) golf driving range, (iii) practice putting green, (vi) golf cart paths; and (v) a clubhouse facility and golf pro shop, locker room facilities, food and beverage facilities, parking lots and other facilities which are or will be operated as a golf course. The Golf Course Property is not part of the Land, nor is it governed by the provision of this Declaration, except as expressly and specifically provided herein. No Owner or Occupant, the Club, any homeowners association nor any condominium association, shall have any rights in and to, or obligations with respect to, the Golf Course Property, except as expressly and specifically provided herein. The Golf Course Property includes, but is not limited to, the 10.1287 acre area designated as Block "E" on the Plat of the Subdivision, and the 27.5574 acre area designed as Block "G" on the Plat of the Subdivision.

1.16 **GOLF COURSE PROPERTY OWNER.** Golf Course Property Owner shall mean the record title holder, whether one or more persons or legal entities (including, specifically, the Developer) of the fee simple title to the Golf Course Property; provided, however, the Golf Course Property Owner shall be deemed to be the person or legal entity then operating the Golf Course if the Developer has entered into a contract with such person or entity to operate the Golf Course. The term "Golf Course Property Owner" shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.17 **HUB.** The term "Hub" shall mean the island hub within any cul-de-sac of any publicly owned road or drive within Legacy Pointe. The term "Hub" does not include any cul-de-sac or drive within any privately owned parcel of land or Condominium Group Parcel.

1.18 **ISLAND AREA.** The term "Island Area" shall mean the non-paved area within any publicly owned entryway, road or drive within Legacy Pointe that is otherwise surrounded by pavement and is not a Hub. However, the term "Island Area" shall not include the non-paved area within any entryway, road or drive within any privately owned parcel of land or Condominium Group Parcel.

1.19 **LAND.** The term "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. Initially, the Land shall consist of the real estate described in Exhibit "A", however, specifically excluded from the real estate included as a part of the Land is any real property currently or hereafter designated as Golf Course Property. Developer shall have the right, during the Control Period, to amend this Declaration for the purpose of adding additional real estate to the Land and/or for the purpose of withdrawing real estate from the Land and thereby subject such additional real estate or withdraw such withdrawn real estate from the operation of this Declaration.

1.20 **LEGACY POINTE DEVELOPMENT.** The term "Legacy Pointe Development" shall mean the Land and all improvements thereon and appurtenances thereto.

1.21 **LOT.** The term "Lot" shall mean any plot of the Land shown as a numbered sublot upon any recorded Plat (as hereinafter defined) except that the term "Lot" shall not include any General Common Area, Recreational Area, Condominium Group Parcel, Golf Course Property or any other "Block" reflected on a recorded Plat, such as, by way of example and not by way of limitation, Block "A," Block "B," Block "C," Block "D," Block "E," Block "F," or Block "G." Developer reserves the right to amend this Declaration to change any of the references to particular Lot numbers contained herein in order to make this Declaration consistent with any revised or amended Plat and/or any revised numbering of Lots on any revised or amended Plat.

1.22 **OFFICIAL APPROVAL.** The term "Official Approval" shall mean the written approval of Developer, or after the Control Period, the written approval of at least a majority in number of the Trustees of the Board of Trustees of the applicable homeowners, condominium unit owners, or recreational association or associations.

1.23 **OWNER.** The term "Owner" shall mean any person or entity who acquires fee simple title to a Lot, Unit or Residence.

1.24 **PLAT.** The term "Plat" shall mean the drawing describing the portion of the Land and the easements encumbering the Land and appurtenant to the Land identified as Legacy Pointe Subdivision No. 1, recorded in Plat Volume 70, Pages 24 through 28, inclusive, of the Lorain County Records and as depicted on Exhibit "B"; provided however, in the event any additional real estate is added to the Legacy Pointe Development by Developer, then the term "Plat" shall include such revised or additional plat(s) as are hereafter recorded with any revisions or changes, as the same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

1.25 **PRELIMINARY PLAN.** The term "Preliminary Plan" shall mean the drawing depicting the general plan for the development of the parcels of real property contemplated to be a part of the preliminary phases of the Legacy Pointe planned unit development. A reduced sized copy of the preliminary plan has been designated as Exhibit "C" to this Declaration and is attached hereto.

1.26 **RECREATIONAL AREA.** The term "Recreational Area" shall mean that portion of the Land, if any, the Declarant hereafter specifically designates and sets aside for the recreational use of the Owners of Residences located within the Legacy Pointe Development and their authorized tenants and invited guests. The Recreational Area will be more fully specified and described at such time as the plat for the portion of the development wherein the recreation area is located is filed for record in the Lorain County Recorder's Office. Although the Declarant currently anticipates that a Recreational Area will hereafter be established within a phase of the Legacy Pointe Development not currently shown on the Preliminary Plan, nothing herein shall impose any obligation, burden or duty upon the Declarant to establish a recreation area in any specific location or of any minimum size, nor does it impose any obligation, burden or duty upon the Declarant to install or construct any recreational facilities.

1.27 **RESIDENCE.** The term "Residence" shall mean each single family dwelling from time to time constructed within the Legacy Pointe Development, whether it is a single family home, a residential condominium unit, a detached cluster home, or a single family

dwelling within an apartment building or attached cluster home. Although the current plan for the Legacy Pointe Development contemplates that two hundred and forty one (241) Residences will be included within the first three phases of the Legacy Pointe Development, additional land and phases may be added to the development and more than two hundred and forty one (241) Residences may be included in the Legacy Pointe Development so long as the applicable zoning laws of the City of Avon Lake are complied with and the required governmental variances, permits and approvals are obtained.

1.28 **SUBDIVISION.** The term "Subdivision" shall mean the Legacy Pointe Subdivision No. 1, and future phases and condominium groups which will be made a part of the Legacy Pointe Development, in the City of Avon Lake, Lorain County, Ohio. There are currently 81 single family residential Lots contemplated within the initial two phases of the Subdivision and a combined total of 160 Condominium Units and other Residences contemplated within the initial three phases of the Subdivision. However, Developer has the right to amend the Declaration, the Articles of Incorporation of the Club and the By-Laws of the Club, to expand or to reduce the number of Lots, Condominium Units and other Residences within the Subdivision and the number of voting members of the Club. The Developer has not yet determined the size, style and number of all of the proposed single family homes and Condominium Units. The Developer intends to develop and plat the Subdivision in phases, and to record the Declaration for each phase of Lots and Condominium Units at the time each such phase is developed.

1.29 **UNIT.** The term "Unit" shall mean each condominium unit, hereinafter existing within Legacy Pointe subdivision which is a "Condominium Unit" as such term is defined in Section 5311.01 (I) of the Ohio Revised Code.

ARTICLE II

RESTRICTIONS ON LOTS AND RESIDENCES

2.01 **ALCOHOLIC BEVERAGES.** No spirituous, vinous and/or fermented liquor shall be manufactured (except so called "home manufacture" for on-premises consumption by the Owner) or sold, either at wholesale or retail, upon any part of the Land, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Land. This provision shall not be applicable to any portion of the Golf Course Property or any portion of the Land that may hereafter be designated as part of the winery property or otherwise licensed by the State of Ohio as part of the premises authorized to manufacture or produce wine.

2.02 APPROVAL OF PLANS. No building or structure, nor any addition thereto, nor alteration thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot, Condominium Group Parcel, Block or other parcel of Land within the Legacy Pointe Development unless and until the size, location, type, style, exterior shape, height, materials of construction thereof, the exterior color scheme therefor, the grading plan (including the grade elevations of the Residence), and a plot plan showing the proposed locations of the Residence or structures on the Lot, and the plans and specifications for the Residence and/or structure (collectively, the "Plans"), shall have received Official Approval from the Developer or (after the Developer's Control Period has ended) the Club. A true copy of the Plans shall be lodged permanently with the entity granting Official Approval. No building or structure, nor any addition thereto or exterior alteration thereof, except such as conform to the approved Plans, shall be erected, altered, reconstructed, placed or suffered to remain within the Legacy Pointe Development unless Official Approval is obtained therefor. All landscaping with respect to a Lot, as reflected in the approved Plans, shall be promptly completed, or as soon thereafter as weather and soil conditions permit, after the Residence on such Lot has been completed.

2.03 AVON LAKE REGULATIONS. An Owner who acquires title to a Lot or Residence shall take such Lot or Residence subject to all applicable restrictions, limitations and requirements (collectively, the "Provisions") of the City of Avon Lake, including the City of Avon Lake Zoning Code (the "Zoning Code"), as it currently exists or is hereafter amended. Where the applicable Provisions or the Zoning Code are more restrictive than those contained in this Declaration, the applicable Provisions or the Zoning Code, shall prevail, and where the provisions contained in this Declaration are more restrictive than the applicable Provisions or the Zoning Code, the provisions of this Declaration shall prevail.

2.04 BUILDING PERMITS. No building permit shall be sought from a governmental authority for the construction or alteration of any structure within the Legacy Pointe Development unless and until the applicant has filed with the required governing authority the Plans, which Plans must, when filed, show the receipt of Official Approval. Notwithstanding the foregoing, construction undertaken by Developer shall not be required to have Official Approval.

2.05 COLOR. Developer shall approve the color for the exterior of each building and Residence within the Legacy Pointe Development. No Owner may change the color of the exterior of a building or Residence without Official Approval, which Official Approval may not be unreasonably withheld.

2.06 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. With the exception of the business of the Declarant in developing, constructing and selling the Lots and

Residences, no industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, whether or not designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot or Residence; provided, however, an Owner may incidentally use an immaterial portion of such Owner's Residence for such Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Owner, that such use does not result in any Residence becoming principally an office, school or studio as distinct from a Residence, that such use is not advertised, listed or otherwise held out to be a business office to the general public and that there is no indicia visible from the exterior of the Residence which could indicate that the same is being utilized other than as a Residence. However, in no event, shall a day care center be operated from any Residence, whether a single family home, condominium unit or cluster home. Nothing in this section shall be deemed to place any restrictions on the use, maintenance, repair, modification or redesign of all or any portion of the Golf Course or any portion of the Golf Course Property or facilities. .

2.07 **FENCES, HEDGES AND TREES.** Except: (i) as provided in this Section 2.07, and (ii) for Recreational Areas and Entry Ways, no natural, artificial or manmade fence, hedge, wall (other than a wall which is part of the Residence), trellis, arbor or any similar natural, artificial or manmade means of screening or physically separating one or more Residences from any other portion of the Land or from any portion of the Golf Course Property shall be Permitted without first obtaining Official Approval. Notwithstanding the foregoing, the applicable Unit Owner's Association(s) of the Owners of the Residences within a Condominium Group Parcel and the Owner of a Lot shall be permitted to screen with living trees or shrubs, to the extent necessary for reasonable privacy, any permanently installed in-ground swimming pool and any patio or deck which abuts or is a attached to a Residence. The Owner of any Lot may also plant evergreen trees (such as spruces, hemlocks, pines, furs, and other similar types of evergreen trees) to provide a physical or visual block between Lots. However, the rights enumerated in this section are subject to the additional limitations and restrictions set forth in Section 2.08, Section 2.09 and Section 2.11 for Lots, Units, Condominium Group Parcels and Common Areas facing or abutting Golf Course Property. The Club, in addition to the general limitations set forth herein, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of any permitted fence, hedge, wall, trellis arbor or similar items and the extent and types of screening and other landscaping permitted or required. However, in no event, shall any fence be erected or located within the area of any front, side or rear yard or in any location which would be in violation of the City of Avon Lake Zoning or Building Code or impede access to or from the Golf Course Property.

2.08 LANDSCAPING PLAN APPROVAL. In addition to the other provisions set forth in this Article, the landscaping for any Lot, Recreation Area, Unit, Common Area and Condominium Group Parcel which is adjacent to any portion of the Golf Course Property shall, for that portion of such Lot, Recreation Area, Unit, Common Area, or Condominium Group Parcel, which is within ten (10) feet of the Golf Course Property, be in general conformity with the overall landscaping plan of the Golf Course, and shall be subject to the Golf Course Property Owner's prior right of approval, which approval shall not be unreasonably withheld or delayed.

2.09 LIMITATIONS ON FENCES AND HEDGES ABUTTING GOLF COURSE. To promote a suitable and attractive open space atmosphere, no hedge, fence, wall, building, or other structure will be permitted within or upon any Unit, General Common Area or Condominium Group Parcel Common Area, which abuts or is adjacent to the Golf Course Property. In addition thereto, no fence of any type (except as otherwise hereinafter set forth below in this section 2.09), shall be allowed in the rear yard or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40 or within (10) ten feet of the southern boundary line of Lot 41. In limited situations a fence may be erected on the Lots designated above if the Lot is also a Lot upon which an in-ground pool is allowed pursuant to Section 2.11(d) of this Declaration, a pool is actually installed on such Lot, and the fence is installed in accordance with the limitations set forth in Section 2.07, the additional limitations set for in this Section and the additional limitations and restrictions set forth in Section 2.11. Any fence installed in accordance with this section must also be in general conformity with the landscaping plan of the golf course and shall be in conformity with any rules and guidelines which may hereafter be adopted by the Club for fences and hedges within the Legacy Pointe Development. Prior to the installation of any fence, hedge or other structure pursuant to this section the Owner of the Lot must first obtain Official Approval and the prior written approval of the Golf Course Property Owner. In order to obtain Official Approval the Owner proposing a fence, hedge or other structure must provide drawings and any other relevant information to the Club and the Golf Course Property Owner which shows the height, location, layout, style, design, materials and color of any proposed fence, hedge or other structure .

2.10 GARBAGE AND REFUSE DISPOSAL. No owner, occupant or tenant of any Lot or Residence shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, exterior portion of a Residence, or any other exterior portion of the Legacy Pointe Development, including but not limited to, the Recreational Area, the Detention Area, the General Common Area, the Association Common Area, condominium common area, any public street, other public property, or in any water course, stream or creek, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Lot or Unit owner. A Lot or Unit owner, occupant or tenant may keep such garbage and refuse as shall necessarily

accumulate from the last garbage or rubbish collection, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the applicable Association, which containers and refuse, except for the period commencing at dusk on the day prior to the day scheduled for garbage and rubbish collection and thereafter throughout the day scheduled for garbage and rubbish collection for such Lot or Unit, shall be kept from public view.

As used in this Article, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, grass clippings, waste paper and paper products, and other combustible materials or substances no longer in use, or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or, if unused, those discarded or abandoned.

As used in this Article, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of person or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind, the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

2.11 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS.

(a) No oil or gas well or derrick shall be drilled or maintained upon any part of the Land. No elevated or exterior tank of any kind shall be erected, placed or permitted upon any part of the Land.

(b) Except for one (1) ordinary television reception antenna which does not project more than five (5) feet above the top of the highest roof line of the Residence and except for one (1) satellite dish for the Residence that does not exceed eighteen inches in diameter and is substantially screened from view so it is not readily visible from the street or by the adjoining property owners, no exterior aerial,

satellite dish or antenna, including short-wave, television or radio, shall be permitted on any Lot, Unit, Condominium Group Parcel or Residence,

(c) Except as otherwise provided in this Section 2.11(c), no carport, detached garage, tent, tree house, tree fort, detached utility shed, barn, shack, temporary building, outbuilding or guest home of any kind, shall be erected, placed or suffered to remain upon any Lot or Condominium Group Parcel [except for pools and related structures permitted in accord with Section 2.11(d)]; provided, however, Developer and those persons, firms or corporations employed by Developer shall have the right to erect temporary structures to accommodate construction and/or sales activities with respect to the development and marketing of all or any part of the Legacy Pointe Development. Further, nothing herein contained shall prohibit the installation of a decorative "gazebo", in the rear yard of any Residence if Official Approval for such gazebo, including the Plans (as hereinafter defined) therefor is first obtained.

(d) No above-ground pools having a diameter in excess of eight (8) feet shall be permitted on any Lot or Condominium Group Parcel. No swimming pool of any kind, or any deck, patio, walkway or fence surrounding or adjacent to such pool, may be located within ten (10) feet of any Lot line. No pool of any type shall be allowed on any Lot or Condominium Group Parcel except on those Lots hereinafter designated as Lots upon which a pool is permitted. Pools may only be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, and 42 thru 46. Any swimming pool permitted pursuant to this paragraph may be located only in the rear yard of a Lot. All apparatus relating to an in-ground swimming pool, such as pumps, filters or other machinery must be housed in the Residence or in a building or structure attached to the Residence. Prior to the installation of any in-ground pool the Owner of the Lot on which a pool is to be constructed shall obtain approval from the Board for the size, shape, location and landscaping of the pool and of any fence to be used or constructed in conjunction with such pool. Any Owner who does not obtain prior approval from the Board, or having obtained approval, fails to construct or maintain the improvements in accord with the approved plan, shall, at the Owner's sole cost and expense, remove the pool and all related improvements, install and maintain the improvements in accord with the plans approved by the Board, or make such revisions or install such additional structures, fencing and landscaping as the Board directs.

(e) No trampoline shall be permitted on any Lot, Unit, Condominium Group Parcel, condominium common area, condominium limited common area or other portion of the Land.

(f) No jungle gym, swing set, monkey bar, slide, climbing rope, rope swing, rope ladder, suspension bridge, or other type of playground equipment (all of which is hereafter collectively referred to as "Playground Equipment") shall be allowed on any Lot, Unit, Condominium Group Parcel, condominium common area or condominium limited common area, except as hereinafter allowed. No Playground Equipment of any kind may be located within ten (10) feet of any Lot or property line nor may any such equipment be located within twenty five feet (25) of any portion of the Golf Course Property. The primary components and structural framework of all Playground Equipment shall be constructed of wood or other materials which have been manufactured to have an appearance similar to the appearance of wood. All Playground Equipment shall be stained or painted in subdued natural colors. No bright colored materials of any type shall be permitted. All Playground Equipment shall be screened with evergreen trees, shrubs, bushes, landscaping and other plantings which substantially screen such equipment from the view of those individuals who use or reside on the adjoining and surrounding property. It is the intent of this section that any Playground Equipment hereafter placed upon any Lot, Condominium Group Parcel or other portion of the Land shall have an esthetically pleasing appearance, and shall, to the extent possible, blend with the surrounding landscaping and structures. All Playground Equipment shall be maintained in superior condition at all times. The Club, in addition to the general limitations set forth herein, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of permitted Playground Equipment and the extent and types of screening and other landscaping required in conjunction with Playground Equipment.

2.12 **GENERAL RESTRICTIONS.** No Residence shall be erected, altered, placed, or suffered to be upon any Lot or Condominium Group Parcel unless such Residence shall meet the applicable requirements of this Article II.

2.13 **GRADES.** Declarant, during the Control Period, and thereafter the Board of Trustees, shall have the exclusive right to establish grades and slopes on any part of the Land and to fix the grade at which any building or structure hereafter shall be erected or placed upon any part of the Land so that the same may conform to a general plan wherein the established grade and slope of Lots are part of the improvements, so that the same correspond to the grade of the portion of the Land on either side, having due regard for the natural contours and drainage of that portion of the Land.

2.14 **NOXIOUS ACTIVITIES.** No noxious or offensive activity shall be carried on upon or within any Residence, Lot, General Common Areas or Association Common Areas, nor

shall any Lot or Residence be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the neighborhood.

2.15 REPAIR OF VEHICLES. No powered vehicle of any kind shall be constructed or repaired on any Lot, Unit, Condominium Group Parcel, condominium common area, condominium limited common area or other portion of the Land, except for normal maintenance performed by an Owner entirely within the garage that is appurtenant to the Residence of such Owner.

2.16 SIGNS. Except with respect to signs within the Detention Area, the Recreational Area, the Golf Course Property, or within the General and Association Common Areas, and except with respect to any signs identifying Legacy Pointe Development, no sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot or other portion of the Land. Notwithstanding the foregoing, Developer and any person, firm and/or corporation approved by Developer shall have the right to engage in commercial construction, marketing, leasing and sales activities, including, but not limited to, the maintenance of such signs on the Land as Developer or such approved entity may deem advisable.

2.17 STORAGE OF MATERIAL. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Land, except normal residential accumulation pending pick-up (as set forth below), reasonable amounts of racked firewood for normal residential use and building materials during the course of construction or reconstruction of any approved building or structure.

2.18 RESTRICTIONS ON THE USE OF THE RECREATIONAL AREA AND GENERAL COMMON AREA. No Owner shall construct, build, place or erect any structure, building, or improvement of any kind under, over or upon any area designated as part of a Recreational Area or General Common Area. In addition thereto no individual Owner shall plant any hedges, shrubs, trees, plants, flowers or other vegetation within said areas. No Owner shall in any way obstruct, interfere with or impair the use of any Recreational Area or General Common Area in violation of the restrictions set forth in this Declaration or by any governmental agency or governing body. Any Owner who has violated this provision may, upon the written request of the Developer, the Club, the City of Avon Lake or other governmental agency, be required to remove such obstruction, interference or impairment at the responsible Owner's sole cost and expense.

2.19 RESTRICTIONS ON SUBDIVISION. No portion of a Lot shall be subdivided unless and until a Plat showing such proposed subdivision shall have first received Official Approval. Before any such subdivision becomes effective, the Plat for the same must have endorsed thereon evidence of Official Approval. The Plat showing such approval must be recorded in the Recorder's Office of Lorain County, Ohio.

2.20 LOTS, CONDOMINIUM GROUP PARCELS AND CLUSTER HOME RESTRICTIONS. Lots, Units, Condominium Group Parcels and other portions of the Land may be segregated into designated subgroups or areas and subjected to additional regulations and declarations imposed by the Declarant. The Lots, Residences, Units and other types of dwelling units of a designated type or within a designated area may be subject to additional covenants and/or the Owners of Lots, Residences, Units and other dwelling units may be required to be members of another owners' association or condominium association in addition to the association provided for in this Declaration, but no such association shall be required except in the case of a condominium.

ARTICLE III

MAINTENANCE, ACCESS, UTILITIES AND GOLF COURSE EASEMENTS

3.01 EXISTING EASEMENTS. The Land is subject to all easements, rights-of-way, conditions and restrictions of record existing as of the date of the recording of this Declaration.

3.02 MAINTENANCE AND ACCESS EASEMENTS. Declarant hereby reserves to itself during the Control Period, and hereby grants to the Club perpetual, non-exclusive easements and rights-of-way over all portions of each Lot and Condominium Group Parcel, (excluding only the Residences thereon) in common with the Owner thereof for the following purposes: (a) to perform any obligation that the Club is obligated to perform or that the Owner of such Lot or Residence is obligated to perform, but which the Owner has failed to do and which the Club has the right to perform pursuant to this Declaration; and (b) for all other purposes which may be necessary or desirable to maintain Legacy Pointe Development as a first class residential community. No Owner shall in any way obstruct, interfere with or impair the easement rights retained by Declarant and granted to the Club by this Section, and any such obstruction, interference or impairment may be eliminated by Declarant or the Club, at the expense of the Owner causing same.

3.03 UTILITIES. Declarant reserves to itself, during the Control Period, the sole and exclusive right to grant to gas companies, electric companies, telephone companies, cable television companies, water and sewer companies or authorities and/or other public or

private utilities, governmental authorities, other Owners and to any other person or entity, any consents, rights, licenses, easements and rights-of-way for the installation, extension, construction, maintenance, repair, replacement, operation and removal of utility facilities, including electric, light, cable television, internet, telephone and telegraph poles, lines and conduits, gas, water and sewer lines, mains and connections, in, upon and through any portion of the Land, including, but not limited to, the public roads (subject to obtaining any necessary approval of the City of Avon Lake) which Developer may deem necessary or desirable. Developer also reserves to itself, during the Control Period, the sole and exclusive right to modify any of such consents, rights, licenses, easements and rights-of-way, including the relocation of any thereof; provided, however, such relocation shall not unreasonably interfere with existing utility connections to the Residences. Each Owner does hereby consent to, affirm and constitute Developer as such Owner's attorney-in-fact to grant and modify such consents, rights, licenses, easements and rights-of-way during the Control Period. After the Control Period, the right to grant and modify such consents, rights, licenses, easements and rights-of-way are hereby automatically assigned to the Board of Trustees. If the Board of Trustees shall cease to exist, then the right to grant and modify such consents, rights, licenses, easements and rights-of-way shall be automatically vested in the City of Avon Lake, Ohio.

3.04 RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE GOLF COURSE PROPERTY. There is hereby reserved for the benefit of the Golf Course Property Owner, its successors, assigns and successors-in-title with respect to the Golf Course Property, the following alienable, transferrable, and perpetual rights and easements:

(a) GOLF COURSE MAINTENANCE. The non-exclusive right of access and easement over and across the portions of the General Common Areas, Condominium Group Parcel Common Areas, vacant Lots, unimproved portions of Condominium Group Parcels and Condominium Group Parcel Common Areas which abut or are adjacent to any portion of the Golf Course Property. This reserved right and easement shall permit, but shall not obligate, the Golf Course Property Owner and its agents, employees, successors, and assigns with respect to the Golf Course Property, to go upon any such portions of the General Common Areas, unimproved portions of Condominium Group Parcels, Condominium Group Common Areas, and vacant Lots which abut or are adjacent to any portion of the Golf Course Property, to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees having a trunk diameter of three (3) inches or less at a point one foot above ground level. The area encumbered by this easement shall be limited to the portion of the General Common Areas, Condominium Group Common Areas, vacant Lots and portions of the Condominium Group Parcels which are within twenty five (25) feet of those

boundary lines of the General Common Areas, Condominium Group Parcel Common Areas, vacant Lots and Condominium Group Parcels which abut or are adjacent to the Golf Course Property or abut or are adjacent to lakes, ponds, or other bodies of water abutting the Golf Course or Golf Course Property.

(b) **ENTRY BY GOLFERS.** Each Lot, Unit, Condominium Group Parcel, Condominium Group Parcel Common Area and General Common Area which abuts or is adjacent to the Golf Course Property shall be subject to the right of access and easement on the part of Golf Course players and their caddies, if any, to enter upon the Lot, General Common Area, Condominium Group Parcel Common Area and the unimproved portion of any Unit, which is within twenty five (25) feet of the Golf Course Property to pick up and retrieve a golf ball, and any such entering shall not be deemed to be a trespass. Golf Course players or their caddies shall not be entitled to enter on any such Lot, unimproved portion of a Unit, or portions of the General Common Areas and Condominium Group Parcel Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot, unimproved portion of a Unit, General Common Area or Condominium Group Parcel Common Area, or in any way commit a nuisance while on any such property. There is hereby reserved over and across said twenty five (25) foot portion of each said Lot, Unit, General Common Areas and Condominium Group Parcel Common Areas the right of use and easement for light, air, and view, for the benefit of the adjacent Golf Course Property and the Golf Course Property Owner.

(c) **WATER AND SANITARY SEWER TIE-INS.** The Golf Course Property Owner shall have the right to tie restrooms, snack shops and other facilities situated or to be situated on the Golf Course Property into the waterlines, storm sewers and/or sanitary sewer lines situated on the Land so long as: (i) such tie-ins are made in accordance with the requirements of the City of Avon Lake or other governmental authority or utility company having jurisdiction; (ii) such tie-ins do not overburden the water, storm sewer and/or sanitary sewer lines; (iii) such tie-ins are at the expense of the Golf Course Property Owner; (iv) such tie-ins shall not materially impair or interfere with the reasonable use and enjoyment of any Residence; (v) the lines installed by the Golf Course Property Owner through the Land are maintained by the Golf Course Property Owner; and (vi) any areas disturbed by such tie-ins and the repair and maintenance thereof are restored to substantially the condition in which they were found.

(d) **CROSS-EASEMENTS.** The right is hereby reserved by the Declarant to grant cross-easements for: (a) the creation and/or preservation of lakes and ponds which may lie in part on the Golf Course Property and/or in part on the Land; and (b) for any utilities, storm sewers, storm water drainage systems, sanitary sewers or other

facilities that will serve both the Golf Course Property and the Land or either of said properties.

(e) **ENVIRONMENTAL EASEMENT.** There is hereby reserved for the benefit of Declarant, the Golf Course Property Owner and their respective agents, employees, successors, and assigns, an alienable, transferrable, and perpetual right and easement on, over, and across all Lots, General Common Areas, Association Common Areas and Condominium Group Parcel Common Areas, for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas.

ARTICLE IV

TREE LAWNS, ISLAND AREAS AND HUBS

4.01 CARE OF TREE LAWNS. Except as hereinafter provided, each Owner of a Lot shall be responsible for all maintenance and care of the tree lawn abutting such Owner's Lot. Each respective condominium unit owner's association shall be responsible for all maintenance and care of the tree lawn abutting such Condominium Group Parcel property. The Club shall be responsible for all maintenance and care of the tree lawn abutting any block or other property owned by the Club and the Legacy Pointe Homeowners Association shall be responsible for all maintenance and care of the tree lawn abutting any block or other property owned by the Legacy Pointe Homeowners Association.

4.02 HUBS AND ISLAND AREAS. The Club shall have the responsibility for maintaining and caring for the Island Areas and the Hubs. The Club or the Developer may hereafter enter into an indemnification agreement with the City of Avon Lake setting forth the terms, conditions and obligation of the Club and the Developer in conjunction with the Club's use, maintenance and care of the cul-de-sac Hubs and street Island Areas. The obligations of the Developer pursuant to any such indemnification agreement will hereafter be assigned to and become the obligation of the Club.

ARTICLE V
GOLF COURSE PROPERTY

5.01 OWNERSHIP OF THE GOLF COURSE PROPERTY. The Declarant, or its successors and assigns, shall retain ownership of the 10.1287 acre parcel of land designated as Block "E" and the 27.5574 acre parcel of land designated as Block "G"on the Plat of the Legacy Pointe Subdivision No. 1. The entire Block "E" and Block "G" areas are hereby designated as Golf Course Property by the Declarant. The Declarant, it successors, assigns, and successors in title, shall be the sole, absolute and unconditional owner of the Golf Course Property, including, but not limited to Block "E" and Block "G" (subject to the easements shown on any recorded Plat of any current or future phase of the Legacy Pointe Development), as well as the sole, absolute and unconditional owner of any equipment, systems, facilities or other improvements located thereon, which Developer has installed or may hereafter install in, upon or under the Golf Course Property. No person or entity by reason of their ownership of a Lot, Unit, other Residence or Block in the Legacy Point Subdivision shall obtain any ownership rights in, or have any right or economic interest in or to, the Golf Course, the Golf Course Property and/or to its facilities and/or the use or enjoyment thereof except as may otherwise be set forth in this Declaration.

5.02 QUITE ENJOYMENT OF GOLF COURSE PROPERTY.. Owners of Units and Lots, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course located on the Golf Course Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the Golf Course, picking up golf balls, or similar interference with play.

5.03 NON-USE OF GOLF COURSE PROPERTY. Use of the Golf Course Property is only available to customers, guests and invitees of the Golf Course Property Owner. Ownership of a Lot, Unit or other property within Legacy Pointe does not give to any Owner a vested right or easement, prescriptive or otherwise, to enter upon or use the Golf Course Property or the Golf Course cart paths and does not grant any ownership or membership interest in the Golf Course or Golf Course Property.

5.04 USE OF THE NAME "LEGACY POINTE". No person shall use the words "Legacy Pointe" or any derivative thereof, in any printed or promotional material without the prior written consent of Declarant and the Golf Course Property Owner. However, Owners

may use the name "Legacy Pointe" in printed and promotional material where such word in used solely to specify that particular property is located within the Legacy Pointe Development.

5.05 LAKES, STREAMS AND WATER BODIES. All lakes, ponds, and streams within the Golf Course Property, are for the primary use and benefit of the Golf Course Property Owner, including, but not limited to, the use by the Golf Course Property Owner, of the water collected within the lakes, ponds or streams within the Legacy Pointe Development for irrigation of the Golf Course Property. Owners of Units and Lots, as well as their families, tenants, guests, invitees and pets shall have no right to the use of any such lake, pond or stream, without the prior consent of the Golf Course Property Owner. Neither the Declarant, the Developer nor the Golf Course Property Owner shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Golf Course Property.

5.06 MAINTENANCE OF LAKES, STREAMS AND WATER BODIES. All lakes, ponds, and streams located within the boundaries of the Golf Course Property shall be maintained by the Golf Course Property Owner. The Golf Course Property Owner shall not cause or allow any material modifications to the design or location of any lake, pond or stream located within the boundaries of the Land if such modification would prevent or substantially impair the use of such lake, pond or stream as a part of the storm water drainage and retention system of the Legacy Pointe Development. However, the Golf Course Property Owner is specifically authorized to take such action as it deems necessary to retain and collect water within the lakes, ponds and streams of the Legacy Pointe Subdivision and to use the water collected within the lakes, ponds and streams within the Legacy Pointe Development for irrigation of the Golf Course Property as the Golf Course Property Owner, it its sole discretion, deems appropriate.

5.07 MAINTENANCE OF HEIDER DITCH. The portions of the Heider Ditch which are located upon real property owned by the City of Avon Lake and located within the boundaries of the Golf Course shall be maintained by the Golf Course Property Owner. The Golf Course Property Owner shall not cause or allow any material modifications to the design or location of Heider Ditch within the boundaries of the Golf Course if such modification would prevent or substantially impair the use of such ditch as a part of the storm water drainage and retention system of the Legacy Pointe Development. The Declarant shall enter into an Indemnity and Easement Agreement with the City of Avon Lake for the use and maintenance on those portions Heider Ditch which are owned by the City of Avon Lake and run through the Golf Course.

5.08 EASEMENT. Easements to permit the doing of every act necessary and proper to the playing of golf on the Golf Course adjacent to the Lots, Units, Common Areas and

Condominium Group Parcel Common Areas which are subject to these restrictions are hereby granted and established. The acts permitted in this easement shall include, but not be limited to, the flight of golf balls over and upon such Lots, Units, Common Areas, and Condominium Group Parcel Common Areas, the use of necessary and unusual equipment upon such Golf Course and Golf Course Property, the usual and common noise level created by the playing of the game of golf and the noise level associated with the construction, maintenance, repair, rebuilding and mowing of a Golf Course and the Golf Course Property, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the use, operation and maintenance of a Golf Course.

5.09 ASSUMPTION OF RISK ASSOCIATED WITH THE GAME OF GOLF. Upon the purchase or occupancy of a Lot, Unit or other property which is subject to this Declaration, each Owner, for themselves and the their family members, visitors, and invited quests, assumes the risks which are associated with the game of golf and the flight of golf balls over and upon such Lot, Unit or other property, including but not limited to, the possibility of damage to their property, real or personal, and injury to themselves, their family, friends, invited guests, visitors, or any other person on their property and agrees to hold harmless the Declarant, the Developer and the Golf Course Property Owner, and their respective successors and assigns, from any and all claims arising from an damage or injury which occurred by reason of the operation of the golf course, the flight of a golf ball, the use of a golf cart or from being hit by a golf ball or other instrument associated with the game of golf.

5.10 NOTICE OF EXISTENCE AND OPERATION OF GOLF COURSE. Upon the purchase or occupancy of a Lot, Unit or other property which is subject to this Declaration, each Owner, for themselves and the members of their family, acknowledges that a golf course currently exists or is in the process of being constructed on the Golf Course Property. Each Owner further acknowledges that the Lots, Units, General Common Areas and Condominium Group Parcel Common Areas which abut or are adjacent to the Golf Course Property will be subject to all risks associated with the game of golf. Each Owner further acknowledges that golf holes currently exist on the Golf Course Property and that as the as the golf holes are currently designed and constructed it is foreseeable and likely that golf balls will from time to time be hit onto the Lots, Units, General Common Areas, Recreation Areas and Condominium Group Parcel Common Areas in Legacy Pointe. In many instances, the golf balls will have sufficient force and velocity to cause serious bodily injury to a person or damage to a building, structure, automobile, or item of personal property located upon or in the vicinity of the Lots, Units, General Common Areas, Recreation Areas, Condominium Group Parcel Common Areas and street right of ways which abut or are adjacent to the Golf Course Property. The Owner of each Lot and Unit, upon the purchase of such property, waives any and all

rights such person may have against the Declarant, the Developer or the Golf Course Property Owner, to the extent permissible by law, for any injury resulting from the negligent design or construction of the Golf Course, or the location of said Lot, Unit, General Common Area, Condominium Group Parcel Common Area or Recreation Area in relation to the Golf Course or the Golf Course Property. Each Owner agrees to hold the Declarant, the Developer, and the Golf Course Property Owner harmless against all claims or demands for compensation for personal injury or property damage arising from any damage or injury which hereafter occurs on Such Owner's Lot, Unit or Condominium Group Parcel Common Area, which was cause in all or part from the use, operation or maintenance of the Golf Course Property, including, but not limited to, damage or injury from golf balls hit from the Golf Course Property.

5.11 NON-INTERFERENCE WITH OPERATION OF GOLF COURSE. The Owner of each Lot and Unit hereby agrees that neither they, nor any member of their family or household, will in any way prevent, limit, interfere with, or attempt to prevent, limit, or interfere with, the construction, repair, maintenance, use or operation of a Golf Course on the Golf Course Property or in any way prevent the normal and customary activities associated with the ongoing repair, maintenance, and use of the Golf Course Property. The Owner of each Lot and Unit, upon the purchase of such Lot or Unit, waives any claim or right they may have to the effect that any normal, customary or required activity associated with the construction, use, operation, repair, rebuilding, upkeep or maintenance of the Golf Course or the Golf Course Property is a nuisance or should be limited or restricted to any specific months, weeks, time or day or number of hours per day.

ARTICLE VI
GENERAL COMMON AREA

6.01 ACCEPTANCE AND OWNERSHIP OF THE GENERAL COMMON AREA. The Developer shall hereafter transfer to the Club ownership of the General Common Areas, including the areas designated as Block "A", Block "B", Block "C" and Block "D" on the Plat. Such areas hereby being designated as "General Common Area" by the Developer. The General Common Areas will be deeded by Developer to the Club, no later than the date upon which seventy five percent (75%) of the permitted Residences to be constructed on Lots and condominium group parcels within the Legacy Pointe Development have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to Legacy Pointe, as provided in this Declaration. However, in no event shall the Developer be obligated to transfer any additional General Common Area blocks to the Club, unless and until such area has been added to the Land, designated as a General Common Area, and at least seventy five

percent (75%) of the permitted Residences to be constructed on Lots and condominium group parcels within the phase of the Legacy Pointe Subdivision which includes such General Common Area have been completed and transferred to bona fide purchasers for valuable consideration. Thereafter, the Club shall be the sole, absolute and unconditional owner of the General Common Area (subject to the easements as shown on any recorded Plat of any current or future phase of the Legacy Pointe Development), as well as the sole, absolute and unconditional owner of any equipment, systems, facilities, sprinkler systems or other improvements located thereon, which Developer has installed or may hereafter install, within such General Common Area. After transfer of the ownership of a General Common Area block to the Club, the Developer shall have no right or economic interest in and to such General Common Area and/or to its facilities and/or the use or enjoyment thereof except as set forth herein, and all of the same are hereby reserved, on a non-exclusive basis, for all of the owner-occupants and residents of the Legacy Pointe Development. Except that the grant of said property to the Club shall be subject to all legal highways, easements, conditions and restrictions of record.

6.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES. The cost of any major repair or replacement of any equipment, system, apparatus or facilities located in the General Common Area and owned by the Club, or the expansion or addition of any Club facilities in excess of such facilities or apparatus that the Developer may install in said General Common Area shall be paid by an assessment to the members of the Club. The amount of the assessment shall be computed and determined by the Club Board of Trustees; and each member of the Club shall be assessed his proportionate share, based upon the total number of Lots and Units at the time of such assessment (less any unoccupied Residences then owned by the Developer, if any).

6.03 OBLIGATION OF DEVELOPER. Developer shall be responsible for all costs of the installation of the equipment, systems, apparatus and facilities which the Developer may hereafter construct or install in the General Common Area prior to or after the transfer of ownership of said property to the Club. However, there shall be no obligation on the Developer to install any equipment, systems, apparatus or facilities in addition to those in existence as of the date of this Declaration is originally filed of record with the Lorain County Recorder or the date the Plat of any additional Land hereafter subjected to this Declaration is filed of record with the Lorain County Recorder.

6.04 USE AND CARE OF THE GENERAL COMMON AREA. Developer hereby reserves, for itself and for the benefit of all Lot and Unit Owners and the Club, that portion of the Land, if any, hereafter made available for the general benefit of Legacy Pointe Lot and Unit Owners, including the right of access to and from each General Common Area to install, use, maintain, repair and replace utilities, facilities, apparatus, sprinkler systems, landscaping, pathways, or any other similar or related items within

each General Common Area. No owner shall have the right to be permitted to care for or maintain the General Common Area; such right and obligation of care and maintenance being that of Developer until such time as Developer assigns such right and obligation to the Club; whereupon such right and obligation of care and maintenance shall be that of the Club. If, in conjunction with the care or maintenance of the General Common Area, any portion of any Lot or condominium property abutting or adjacent to the General Common Area is damaged, the Club shall be responsible for repairing such damage at the sole cost and expense of the Club. It is the intent of this Section that the General Common Area is for the general benefit of all Lot and Unit Owners in Legacy Pointe.

ARTICLE VII
RECREATIONAL AREA

7.01 ACCEPTANCE AND OWNERSHIP OF THE RECREATIONAL AREA. Developer will initially be the owner of the Recreational Area. The Developer may transfer ownership of any land hereafter designated as a Recreational Area to the Club at any time after the phase of the Legacy Pointe Subdivision containing such Recreational Area has been developed and platted. However, the Recreational Area, if any, shall be deeded by Developer to the Club, no later than the date upon which seventy five percent (75%) of the permitted Residences to be constructed on Lots and condominium group parcels within the Legacy Pointe Development have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to the Legacy Pointe Development, as provided in this Declaration. However, in no event shall the Developer be obligated to transfer any specific Recreational Area to the Club, unless and until such area has been added to the Land, designated as a Recreational Area, and at least seventy five percent (75%) of the permitted Residences to be constructed within the phase of the Legacy Pointe Development which includes such Recreational Area have been completed and transferred to bona fide purchasers for valuable consideration. Thereafter, the Club shall be the sole, absolute and unconditional owner of the Recreational Area (subject to the easements as shown on any recorded Plat of any current or future phase of the Legacy Pointe Development), as well as the sole, absolute and unconditional owner of any Recreational Facilities or other improvements located thereon, which Developer has installed or may hereafter install, within the Recreational Area. After transfer of ownership of the land known as the Recreational Area to the Club, the Developer shall have no right or economic interest in and to the Recreational Area and/or to its facilities and/or the use or enjoyment thereof except as set forth herein, and all of the same are hereby reserved, on a non-exclusive basis, for all of the owner-occupants and residents of the Legacy Pointe Development, including but not necessarily limited to, the owners of all Lots and Units which may hereafter be made a part of this Subdivision, and their immediate families and other occupants residing with them and

their permitted guests. Except that the grant of said property to the Club shall be subject to the all legal highways, easements, conditions and restrictions of record. In addition, the Developer reserves the right, during the Control Period, to use the Recreational Area(s) and Recreational Facilities for promotional purposes.

7.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES. The cost of any major repair or replacement of any recreation equipment, apparatus or facilities owned by the Club, or the expansion or addition of any Club facilities in excess of such facilities or apparatus that the Developer may install, shall be paid by an assessment to the members of the Club. The amount of the assessment shall be computed and determined by the Club Board of Trustees; and each member of the Club shall be assessed his proportionate share, based upon the total number of Units and Lots existing at the time of such assessment (less any Units and Lots then owned by the Developer, if any).

7.03 ESTABLISHMENT OF RECREATIONAL AREA. Developer hereby reserves, for itself and for the benefit of all owners and the Club, as the "Recreational Area", the portion of the land which may hereafter be identified by the Developer as a Recreational Area, including the right of access to and from the Recreational Area(s) to install, use, maintain, repair and replace storm sewers, natural creeks, grading, utilities, sprinkler systems, landscaping, recreational facilities, recreational equipment, pathways, or any other similar or related items serving or located within the Recreational Area. Although the Developer currently intends to include a Recreational Area(s) and Recreation Facilities in a future phase on the Legacy Pointe Subdivision, nothing in this Declaration shall create an obligation on the Developer, or any other entity, whereby the Developer is required to provide a Recreational Area or any specific type, size or number of Recreational Facilities. The Developer, at its sole election, shall determine whether or not a Recreational Area or any Recreational Facilities are provided, and the size, shape and location of the Recreational Area that may hereafter be included as a part of the Legacy Pointe Development. However, in the event the Developer elects to provide a Recreational Area or any Recreational Facilities as a part of the development, the ownership of the Recreational Area and Recreational Facilities shall be transferred to the Club and the maintenance and use of the Recreational Area and Recreational Facilities shall be subject to the terms and conditions of this Declaration.

7.04 OBLIGATION OF DEVELOPER. Developer shall be responsible for all costs of the installation of the recreational apparatus and facilities which the Developer may hereafter construct or install in the Recreational Area prior to or after the transfer of ownership of said property to the Club. The Developer currently anticipates the construction of Recreational Facilities in the Legacy Pointe Development consisting of a pool, kiddie pool, bath house and two tennis courts. A full description of the Recreational Facilities which Developer proposes to install is not currently available and will not be determined

until such time as the phase of the development containing the proposed Recreational Area and Recreational Facilities is developed. However, the Developer reserves the right to establish the size and location of the proposed Recreational Area and the type, size and location of the Recreational Facilities to be located within the Recreational Area and to vary the size and location of the proposed Recreational Area and Recreational Facilities contemplated herein. Although the Developer contemplates the establishment of a Recreational Area in a phase of the development not currently shown on the Preliminary Plan, it has no obligation to establish any Recreational Area nor provide any Recreational Facilities.

7.05 USE AND CARE OF THE RECREATIONAL AREA. No Owner shall have the right to be permitted to care for or maintain the Recreational Area; such right and obligation of care and maintenance being that of Developer until such time as Developer assigns such right and obligation to the Club; whereupon such right and obligation of care and maintenance shall be that of the Club. If, in conjunction with the care or maintenance of the Recreational Area, any portion of any Lot or condominium property abutting or adjacent to the Recreational Area is damaged, the Club shall be responsible for repairing such damage at the sole cost and expense of the Club. It is the intent of this Section that the Recreational Area is for the general benefit of the Owner of each Lot, Unit and Residence in the Legacy Pointe Development and all permissible members of the Club (subject to all applicable rules, regulations and procedures set forth in or authorized by this Declaration, the Club By-Laws and the Club Articles of Incorporation).

ARTICLE VIII
ENFORCEMENT

8.01 OBLIGATION OF LOT OWNER. Each Owner of a Lot in the Legacy Pointe Development (except the Developer), by the acceptance of a deed to a Lot and the acceptance of the ownership of the Lot, covenants and agrees with the Club and all of the members of the Club, that the Lot owner shall pay, as and when due, the full amount of all dues and assessments due to the Club; and if the same are not paid, the same shall constitute a lien against the Lot, and such Lot may not be transferred, sold or assigned unless and until the amount of all dues and assessments due the Club attributable to that Lot have been paid in full. As provided in the By-Laws of the Club, if the annual dues or a special assessment, or installment of a special assessment, are not paid within thirty (30) days after the due date, such delinquent amount shall bear interest from the due date at the rate of ten percent (10%) per annum, or such other rate as hereafter established by the Club, and the Club may, after such thirty (30) days, bring an action at law against the owner of said Lot and (additionally or alternatively) may foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the

delinquent amount as above provided, together with the cost of the action. The Club may file in the office of the County Recorder a notice of lien to evidence any delinquent dues or assessments, but the Club shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien and other rights in and against the Owner, against the Lot or against any other person responsible for such payment.

8.02 OBLIGATION OF UNIT OWNER. Each Owner of a Unit or other Residence in the Legacy Pointe Development (except the Developer), by the acceptance of a deed to a Unit and the acceptance of the ownership of the Unit or other Residence, covenants and agrees with the Club and all of the members of the Club, that the Owner of the Unit or other Residence shall pay, as and when due, the full amount of all dues and assessments due to the Club; and if the same are not paid, the same shall constitute a lien against the Unit or other Residence, and such Unit or other Residence may not be transferred, sold or assigned unless and until the amount of all dues and assessments due the applicable association attributable to that Unit or other Residence have been paid in full. As provided in this Declaration, the Club By-Laws, or in the Unit's condominium declaration or condominium by-laws, if the annual Club dues or a special assessment, or installment of a special assessment, are not paid within thirty (30) days after the due date, such delinquent amount shall bear interest from the due date at the rate of ten percent (10%) per annum, or such other rate as hereafter established by the Club, and the Club may, after such thirty (30) days, bring an action at law against the owner of said Unit or other Residence and (additionally or alternatively) may foreclose the lien against the Unit or other Residence; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the cost of the action. The Club may file in the office of the County Recorder a notice of lien to evidence any delinquent dues or assessments, but the Club shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien and other rights in and against the owner, against the Unit or against any other person responsible for such payment.

8.03 RIGHT OF DEVELOPER AND/OR CLUB TO ENFORCE TERMS OF THE DECLARATION. Developer reserves to itself during the Developer Control Period, and thereafter assigns to the Club the right, in case of any violation or breach of this Declaration, to restrain such violation or breach, to recover damages therefor, and/or to enter the property upon or as to which such violation or breach exists and summarily abate and eliminate same at the expense of the Owner thereof. Developer and/or the Club shall not by reason of the foregoing action be deemed guilty of any manner of trespass for such entry, abatement or elimination. Failure of Developer or the Club to enforce any provision of this Declaration shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or consent to any further or

succeeding breach or violation of the same or any other provision of this Declaration. Developer and/or the Club shall at any and all times have the right to enforce the terms hereof and to prevent any other violation or breach of this Declaration. However, the failure, refusal or neglect of Developer and/or the Club to enforce the provisions of this Declaration and to prevent any violation or breach thereof shall in no manner and to no extent whatsoever make the Developer or the Club liable therefor. Developer and/or the Club may exercise the right of enforcement hereunder independently and severally.

8.04 LEGAL FEES AND COSTS OF COLLECTION. In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Club to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may include, but shall not necessarily be limited to, any and all legal fees and other costs incurred by the Club to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Club, may be assessed and enforced against the applicable Lot(s) and/or Unit(s) as a special assessment.

ARTICLE IX

DECLARANT'S NON-COMPLIANCE AND CONSTRUCTION OF RESIDENCES

During the course of developing, improving and constructing the Legacy Pointe Development and the Residences and other improvements within the Legacy Pointe Development, Developer and those persons and entities designated by Developer or acting at Developer's direction shall have the right not to conform to the provisions of this Declaration; such nonconformity to include, but not be limited to, the construction and maintenance of models of Residences; sales and leasing activities; construction activities; the posting of signs advertising Lots, Residences and Units for sale or lease; and the temporary establishment of workhouses, sheds, trailers and other facilities for temporary housing of construction and sales activity. Such nonconformity by Developer and those designated by Developer or acting at Developer's direction shall not be deemed to be a violation or breach of this Declaration and shall not operate in any manner whatsoever to relieve the Owners other than Developer, or the person or entity designated by Developer or acting at Developer's direction, from the strict observance of the terms of this Declaration.

ARTICLE X
THE CLUB

10.01 ADMINISTRATION BY THE CLUB. Subject to the rights retained by Developer pursuant to this Declaration, the administration, maintenance and management of each General Common Area, Recreational Area, Hubs and Island Areas and the administration and enforcement of the Covenants and Restrictions contained in this Declaration which directly relate to such areas shall be by the Club in accordance with the terms and provisions of this Declaration.

10.02 CLUB BOARD OF TRUSTEES.

(a) The Club Board of Trustees shall initially consist of five (5) persons. Trustees need not be members of the Club. Each Trustee shall serve for a term of two (2) years, or until his successor is duly designated and qualified. Each Trustee shall be entitled to one (1) vote, the total of votes of all voting Trustees being five (5).

(b) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.

(c) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.

(d) The fifth (5th) Trustee shall be appointed by the Board of Trustees of the Condominium Group Parcel A Unit Owners' Association (or, from and after the time more than one Condominium Group Parcel Unit Owners' Association has been established, then the fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.

(e) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have

the right to appoint the fourth (4th) and fifth (5th) Trustees, one (1) representing the Homeowners' Association(s) and one (1) representing the Condominium Group Parcel(s) Unit Owners' Associations.

(f) After October 1, 2026, or at such earlier time as Legacy Pointe, Ltd., has waived its right to appoint three of the five Trustees in accord with the provisions of Section 13.02(b), the Lot Owners, as a class, shall be entitled to elect two (2) Trustees of the Club, and the Owner of Units and other Residences (except for the Owners of Residences constructed on Lots), as a class, shall be entitled to elect a total of two (2) Trustees. The Trustees shall be elected and/or appointed as provided in the Club By-Laws. The fifth Trustee shall be appointed by Legacy Pointe, Ltd., its successor or assignee.

10.03 COMPLIANCE BY OWNERS. Each Owner of a Lot, Unit or other Residence, and each tenant and/or occupant of any Lot, Unit or other Residence, shall comply with the terms and provisions of this Declaration, the By-Laws of the Club and all other reasonable rules and regulations of the Association and/or Club and the decisions and resolutions of the Association and/or Club or their representatives, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations or decisions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.

10.04 FORMATION OF THE CLUB. Declarant shall cause to be formed an Ohio not for profit corporation to be known as the Legacy Pointe Recreational Association, Inc., or such other name as may hereafter be designated by the Declarant, (referred to herein as the "Club") to provide for ownership of the General Common Areas, Recreational Area and Recreational Facilities and the maintenance of the Island Areas, Hubs, General Common Areas, Recreational Area and Recreational Facilities. In addition the Club will provide for the administration of this Declaration and the enforcement of the Covenants and Restrictions contained in this Declaration which directly concern the General Common Areas, Hubs, Island Areas, Recreational Area and Recreational Facilities. The Club will be established for the use and benefit of the owners and residents of Legacy Pointe, including the Owners of Lots in Legacy Pointe Subdivision No. 1, and the Owners of Units or other Residences constructed within Legacy Pointe Condominium Group Parcel A, Legacy Pointe Condominium Group Parcel B, and all other Residences hereafter made a part of the Legacy Pointe Development, including all future phases of lots and condominium group parcels, if any, hereafter developed within the Legacy Pointe Development.

10.05 MEMBERSHIP IN THE CLUB. With the exception of the Developer, each Owner of a Lot, Unit or other Residence, upon acquisition of the record title to such Lot, Unit or other Residence shall automatically become a member of the Club. Such membership

shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, Unit or other Residence, at which time the new Owner of such Lot, Unit or other Residence shall automatically become a member of the Club.

Membership in the Club shall automatically grant to resident members, or their tenants, and their immediate families and other occupants residing with them and permitted guests, the right to use the Recreational Facilities in common with the other resident members of the Club, or their tenants, and their immediate families and other occupants residing with them and permitted guests, subject to and in accordance with the rules and regulations from time to time adopted by the Club Board of Trustees; and each member shall pay the Dues and Assessments in the manner hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Club.

Except as hereinafter provided with respect to rental units and/or dwellings, the Developer and its Agents shall not be required to become members of the Club or to pay Club Dues and Assessments. The ownership by the Developer and its Agents of any unoccupied unit(s) of condominium property and/or any unoccupied residential dwelling(s) or vacant land located within Legacy Pointe shall not require that the Developer become a member of the Club; nor shall the Developer and its Agents have any right or obligation to become members of the Club and/or to use the Recreational Facilities owned by the Club unless the Developer should lease or rent such condominium units(s) and/or residential dwelling(s), in which event Developer shall assume Club membership (as well as association membership) with respect to each such condominium unit or residential dwelling during the period of tenancy.

Other than the Developer, no Owner of a Lot, Condominium Unit, or other Residence in Legacy Pointe may be exempted or excused from membership in the Club and/or from the payment of the Dues and Assessments due to the Club for the Recreational Facilities operated by the Club by virtue of such person's non-use of the Recreational Facilities owned by the Club, or for any other reason.

10.06 PERMITTED COLLECTION OF CLUB DUES. As a convenience to members of the Club, the Club may, at its discretion, bill the Homeowners Association for the amount of the Dues, Assessments and other costs and expenses incurred to collect such dues or enforce this Declaration, including but not limited to attorneys fees, for all of the Owners of Lots and/or each Condominium Unit Owners' Association or other association of Residence Owners, for the amount of the Dues, Assessments and other costs and expenses to collect such dues or enforce this Declaration, including but not limited to attorneys fees, owed by the Owners of the Condominium Units or other Residences in such association. However, the Dues, Assessments, and other costs and expenses incurred for the collection of such Dues and Assessments, and/or the enforcement of this Declaration, shall be separately set forth in any statement. All amounts collected by any

association for and on behalf of the Club shall be promptly remitted by such association to the Club. The Club shall have the right at all times to bill each member directly if the Board of Trustees of the Club elects to undertake the same; and in that event all billings from the Club shall be paid by the members upon the receipt thereof.

ARTICLE XI
CLUB ASSESSMENTS

11.01 ABANDONMENT. No Owner shall be exempt from liability for such Owner's share of the Club assessments by the abandonment of the Owner's Lot or Unit.

11.02 CLUB ASSESSMENTS. Each Owner of a Lot and/or Unit (other than Developer, except as specifically set forth in Section 13.05 hereof), hereby agrees to pay to the Club: (a) the annual assessments levied by the Club; and (b) such special assessments which may be levied by the Club as hereinafter provided. The annual assessments and special assessments shall be used to pay the Club Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Club Expenses.

11.03 DISPUTE AS TO ASSESSMENTS. Any Owner who believes that the portion of any assessments levied with respect to such Owner's Lot or Unit, for which a certificate of lien has been filed by the Club, has been improperly charged against such Lot or Unit may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the assessments has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

11.04 INTEREST. Delinquent assessments shall bear interest at the rate of ten percent (10%) per annum or such other interest rates as are from time to time established by the Club (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Club shall also have the right to establish a late charge for delinquent payments in addition to interest charges.

11.05 LEGAL FEES AND COSTS OF COLLECTION. In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Club to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may

include, but shall not necessarily be limited to, any and all legal fees and other costs incurred by the Club to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Club, may be assessed and enforced against the applicable Lot(s) Unit(s), and/or other Residence(s) as a special assessment.

11.06 LIABILITY UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Lot, Unit and/or other Residence, the grantee of the Lot, Unit or other Residence, shall be jointly and severally liable with the grantor thereof for all unpaid Club assessments levied with respect to the Lot, Unit or other Residence up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from Board of Trustees setting forth the applicable amount of all unpaid assessments levied with respect to the Lot, Unit or other Residence, and such grantee shall not be liable for nor shall the Lot, Unit or other Residence conveyed by subject to a lien for any unpaid applicable assessments in excess of the amount set forth in such statements for the period reflected in such statements. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

11.07 LIEN OF CLUB. The Club shall have a lien upon the estate or interest in any Lot, Unit or other Residence (except Lots and Units owned by Developer), for the payment of the assessments chargeable against such Lot, Unit or other Residence, which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 14.5 hereof and collection and enforcement costs assessed in accordance with Section 14.6 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer or agent of the Club, is filed with the Recorder of Lorain County, Ohio, pursuant to the authority given by the Board of Trustees. Such certificate shall contain a description of the Lot, Unit or other Residence, and the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot, Unit or other Residence shall be personally liable for the assessments chargeable to the Lot, Unit or other Residence for the period of such Owner's ownership of the Lot, Unit or other Residence. No portion of the Land which does not consist of a Lot, Unit or other Residence shall be subject to a lien for Club assessments.

11.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS. If the holder of a first mortgage of record, or other purchaser of a Lot, Unit or other Residence, acquires title to the Lot, Unit or other Residence as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors

and assigns, shall not be liable for the share of the Club assessments levied with respect to such Lot, Unit or other Residence which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of such assessments shall be deemed to be a Club Expense collectible from all Owners, including that of such acquirer, its successors and assigns.

11.09 PAYMENT OF ASSESSMENTS.

(a) Until the Board of Trustees of the Club increases or decreases the annual assessment, the annual assessment shall be Two Hundred and Fifty Dollars ($250.00) per Lot, Unit or other Residence. The Club may increase the annual assessment to cover such expenses at the time as any improvements to be made thereto or constructed therein have been completed. The Board of Trustees shall have the right to require that the annual assessment be paid in monthly or other periodic installments during the year. Except as hereinafter provided, Developer shall not be required to pay the annual assessment for any Lots, Units or other Residences owned by Declarant or the Developer in Legacy Pointe. Each year the Board of Trustees will establish a budget setting forth the estimate by the Board of Trustees of the Club Expenses for the following year. The annual assessment shall be equal to the estimate of the Club Expenses for the following year, together with a reasonable addition to the reserves of the Club. Each Owner (other than Developer) shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by the number of Lots, Units and other Residences within Legacy Pointe, exclusive of any Lots, Units or other Residences owned by Developer. It is anticipated that the annual dues will increase substantially in the event the Developer constructs and thereafter transfers responsibility for the maintenance of a pool and other recreational facilities to the Club.

(b) In lieu of the Developer paying any annual or special assessment, until the year in which Developer has sold a combined total of at least two hundred (200) Lots, Units and other Residences, or January 1, 2008, whichever occurs earlier, Developer shall make up the difference between (i) an amount equal to the number of Lots, Units and other Residences, not owned by Developer in Legacy Pointe multiplied by Two Hundred Fifty Dollars ($250.00), and (ii) the actual expenses of the Club in connection with the Hubs, the General Common Areas, the Detention Area and the Recreational Area. Once Developer has sold at least two hundred (200) of the Lots, Units and other Residences comprising Legacy Pointe, Developer shall not have any obligation to make any contribution in connection with the Hubs, the General Common Areas or the Recreational Area or to pay any annual assessment with respect to Lots, Units or other Residences owned by Developer.

11.10 PRIORITY OF THE CLUB'S LIEN. The lien provided for in this Article XIV for assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Club or by any authorized officer of the Club pursuant to the authority given to such officer by the Board of Trustees. In any such foreclosure action, the Owner or Owners of the Lot, Unit and/or other Residence shall be required to pay a reasonable rental for the Lot, Unit and/or other Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Club, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.

11.11 RIGHTS OF FIRST MORTGAGEES. Any first mortgagee of any Lot, Unit or other Residence, shall have the right to notify the Club in writing that such mortgagee desires to receive notice from the Club of any delinquency in the payment by the Owner of a Lot, Unit or other Residence which is encumbered by the mortgage held by the mortgagee and upon such written request, the Club shall notify the first mortgagee if and to the extent that such Owner is more than thirty (30) days delinquent in the payment of applicable assessments.

11.12 SPECIAL ASSESSMENTS. The Club shall have the right, by action of its Board of Trustees, from time to time, to levy special assessments to pay any Club Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay that portion of a special assessment equal to the special assessment divided by the number of Lots, Units or other Residences within Legacy Pointe, exclusive of any Lots, Units or other Residences owned by Developer. Developer shall not be responsible for the payment of any special assessments for Lots, Units or other Residences owned by Developer.

ARTICLE XII
OBLIGATIONS OF OWNERS

12.01 REPAIR OBLIGATIONS. If any portion of the General Common Area, the Golf Course Property, the Recreational Area, Island Areas, or the Hubs, is damaged or destroyed as a result of any negligent or willful act or as a result of neglect of an Owner, or such Owner's guests, tenants or grantees, then the Club shall repair, at such Owner's cost and expense, all such items for which the Club is responsible to maintain.

12.02 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS. Each Lot Owner shall maintain and keep in good condition and repair, at such Owner's cost and expense, the entire exterior of such Lot Owner's Residence, including any mailbox, and cause the same to be repainted periodically in the color permitted under the terms of this Declaration and/or resurfaced and/or otherwise maintained in a first-class high quality manner. Each Lot Owner shall also be responsible for the maintenance, repair and replacement, at the Owner's cost and expense, of the tree lawn and sidewalk, if any, which is adjacent to, contiguous with or is within all or any part of the Owner's Lot (including any portion of such tree lawn lying within a right-of-way). Each Lot Owner shall also be responsible, at the Owner's cost and expense, for the repair, maintenance and replacement of the driveway, and the driveway apron situated outside of the Owner's Lot. After a Residence is constructed on a Lot, the Owner of such Lot shall promptly landscape the Lot containing such Residence in accordance with the provisions of Section 2.02 this Declaration and at all times thereafter maintain such landscaping in a sightly state and condition.

12.03 ASSOCIATION LIEN. If an Owner shall fail to perform or observe the Owner's obligations under this Article XII, then the Club shall have the right to perform the same and charge the entire cost and expense thereof to the Owner and such cost and expense so charged by the Club shall be deemed to be a lien of the same class and character as a lien against the Lot or Unit of such Owner for the nonpayment of Club assessments.

ARTICLE XIII
INSURANCE

13.01 INSURANCE LIMITATION. Except as is otherwise provided in this Article, the policies of insurance maintained by the Club pursuant to this Article XIII, shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Lots, Residences or Units. Each Owner shall be responsible for obtaining such Owner's own insurance with respect to such Owner's Lot and/or Residence and the contents thereof, including the private Tree Lawn abutting such Owner's Lot, and with respect to the Owner's personal liability to the extent not covered by the liability insurance referred to in this Article.

13.02 MAINTENANCE OF LIABILITY INSURANCE. The Club, as an expense of the Club, shall insure itself, the Board of Trustees of the Club, Developer, all Owners and other persons residing with them in the Residences, their tenants, and all persons lawfully in possession or control of the Lots, Residences and Land, against liability for bodily or personal injury or death and for injury to or destruction of property occurring upon, in or about or arising from each General Common Area, Recreational Area, Island Area or

Hub; such insurance to afford aggregate protection with combined limits of not less than One Million Dollars ($1,000,000.00) with respect to bodily or personal injury or death suffered by one or more persons and damage to or destruction of property arising out of any one incident.

13.03 OTHER INSURANCE. The Club, at the discretion of the Board of Trustees, shall have the right to maintain such property or extended coverage insurance insuring the Club's property and each Recreation Area, Detention Area, General Common Area, Island Area and Hub, in such amounts, against such perils, for such time periods and under such circumstances as the Club through the Board of Trustees determines is appropriate and in the best interest of the Club and Legacy Pointe, Ltd.

13.04 RESIDENCE INSURANCE. The Club shall not have any responsibility or liability to obtain or maintain any type of insurance upon any Lot, Residence, Unit, or other condominium property and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot, Residence, Unit or applicable Condominium Unit Owner's Association.

13.05 WAIVER OF SUBROGATION. To the extent the Club maintains insurance for damage or injury to property upon all or any portion of any Detention Area, Recreational Area, General Common Area, Island Area or Hub, and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Club, the Club shall and does hereby waive and release Developer and each Owner and their respective officers, trustees, agents, tenants, families and guests from and against any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such policies of insurance maintained by the Club.

ARTICLE XIV
REAL ESTATE TAXES AND ASSESSMENTS

Developer shall use reasonable efforts to obtain from the Auditor of Lorain County separate tax parcel numbers for each Lot and Unit so that each Lot and Unit shall be separately taxed and assessed by the appropriate governmental authority of the State of Ohio. The Owner of each Lot and/or Unit shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon such Lot or Unit and all improvements thereto; and the other Owners shall not be responsible for or required to pay the taxes and assessments separately assessed and charged to a Lot or Unit or any improvements thereto.

ARTICLE XV
MISCELLANEOUS

15.01 ACCEPTANCE OF DEED. Each grantee of any interest in any Lot, Unit, or any part of the Land or any improvement thereon, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the Land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

15.02 AMENDMENTS. This Declaration may be amended only as follows:

(a) During the Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by Developer and/or the purpose of withdrawing real property from the Land and/or from the provisions of this Declaration.

(b) During the Control Period, this Declaration also may be amended by Developer for any other purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community by an instrument in writing signed by Developer.

(c) At any time this Declaration may be amended by Developer to correct typographical errors, to conform the Declaration to then existing laws or government regulations, or to correct errors in references to Articles and Sections within the Declaration.

(d) During the Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs (a) or (b) hereof, by an instrument in writing signed by Declarant and a majority of the Board of Trustees.

(e) After the Control Period, the provisions of this Declaration may be amended by an instrument in writing signed by Owners owning at least seventy-five percent (75%) of the combined total of the Lots and Units, except that in no event may any amendment impose any additional duties, obligations or liabilities upon

Developer or limit, restrict or eliminate any rights of Developer without the written consent of Developer.

Each Owner hereby irrevocably appoints Developer, and thereafter upon the conclusion of the Developer Control Period, the Club Board of Trustees, as such Owner's attorney-in-fact, to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Lorain County Recorder.

15.03 DISTRIBUTION OF COPIES. At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide the Owner, at the Owner's expense, with a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.

15.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS. The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

15.05 ENFORCEABILITY. The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto and shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of, and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner and Developer, their successors or assigns, and the Club, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of the Legacy Pointe Development and the protection of Developer and all present and future Owners.

15.06 INTERCHANGEABILITY OF TERMS. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

15.07 LIBERAL CONSTRUCTION. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

15.08 LIMITATION OF LIABILITY. Each Owner covenants and agrees that no shareholder, director or officer of Developer, nor any employee or agent of Developer

shall have any liability personally for the performance or observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interests in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

15.09 NON-LIABILITY OF DECLARANT. Neither Developer nor its directors, officers, shareholders, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Lot and/or Unit Owner, occupant of a Residence, the Club or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of any part of the Legacy Pointe Development being or becoming out of repair, or containing any patent or latent defects; by reason of any act or neglect of any Lot and/or Unit Owner, any occupant of a Residence, the Legacy Pointe Homeowners Association, the Club, their respective agents, employees, guests, and invitees; by reason of any neighboring property or personal property located on or about the Legacy Pointe Development; or by reason of the maintenance or interruption of any utility service.

15.10 NON-WAIVER OF COVENANTS AND RESTRICTIONS. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15.11 RULE AGAINST PERPETUITIES. If any of the Covenants and Restrictions established hereby and/or contained in the Club's Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of George H. W. Bush, former President of the United States, and George Voinovich, United States Senator for the State of Ohio.

15.12 SUBORDINATION TO LAW. The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable

federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

15.13 TITLES. The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

IN WITNESS WHEREOF, Developer has executed this instrument at the time and place hereinabove set forth.

Signed and acknowledged in the presence of:

Anne M. Hatfield
Print name: Anne M. Hatfield

Rita M. Raymer
Print name: Rita M. Raymer

LEGACY POINTE, LTD.
an Ohio Limited Liability Company

by: _____
H. R. Kopf, Managing Member

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for the said County and State, personally appeared the above named **Legacy Pointe, Ltd.,** by and through its Managing Member, **H. R. Kopf**, who acknowledged to me that he did sign the foregoing instrument in the name and on behalf of said limited liability company, having been duly authorized, and that the same is his free act and deed as such managing member and the free and act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 20th day of December, 20 01.

Anne M. Hatfield
NOTARY PUBLIC

ANNE M. HATFIELD
Notary Public, State of Ohio December 5, 2001
My Commission Expires 6-30-2004

EXHIBIT "A"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Legal Description of the Real Estate

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

Donald E. Woike, P.S., *President*
Stuart W. Sayler, P.E., P.S. *Vice Pres.*
James T. Sayler, P.E., P.S., *Vice Pres.*
Linda S. Rerko, *Sec.-Treas.*

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitzeng@stratos.net

November 27th., 2001

Description of Legacy Pointe P.U.D. Subdivision No. 1 Cluster Group A and B

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide at a point distant S. 89degrees 38' 47" E., measured along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20;

Thence S. 89degrees 38' 47" E., along the centerline of Walker Road, a distance of 769.46 feet;

Thence S. 0degrees 21' 13" W., a distance of 43.00 feet to the Southerly line of Walker Road and the principal place of beginning;

Thence S. 0degrees 21' 13" W., a distance of 7.00 feet;

Thence S. 89degrees 38' 47" E., a distance of 450.00 feet;

Thence S. 0degrees 21' 13" W., a distance of 171.37 feet;

Thence S. 16degrees 29' 46" E., a distance of 111.82 feet;

Thence S. 10degrees 55' 15" E., a distance of 96.17 feet;

Thence S. 1degree 09' 18" W., a distance of 87.38 feet;

Thence S. 7degrees 51' 13" W., a distance of 200.00 feet;

Thence S. 82degrees 08' 47" E., a distance of 150.79 feet;

Thence Southerly, a distance of 39.48 feet on the arc of a circle deflecting to the left, whose central angle is 4degrees 16' 04", whose radius is 530.00 feet and whose chord bears S. 2degrees 34' 57" W., a distance of 39.47 feet;

Thence N. 89degrees 33' 05" W., a distance of 150.00 feet;

Thence S. 4degrees 33' 05" E., a distance of 118.53 feet;

Thence S. 14degrees 33' 05" E., a distance of 118.53 feet;

Thence S. 24degrees 33' 05" E., a distance of 118.53 feet;

Thence S. 31degrees 30' 30" E., a distance of 99.93 feet;

Thence S. 24degrees 43' 05" E., a distance of 93.69 feet;

Thence S. 16degrees 03' 05" E., a distance of 93.69 feet;

Thence S. 7degrees 23' 05" E., a distance of 93.69 feet;

Thence S. 1degree 10' 37" W., a distance of 96.39 feet;

Thence S. 0degrees 03' 05" E., a distance of 113.96 feet;

Thence S. 5degrees 16' 22" E., a distance of 104.56 feet;

Thence N. 84degrees 16' 55" E., a distance of 150.00 feet;

Thence S. 5degrees 43' 05" E., a distance of 50.00 feet;

Thence S. 84degrees 16' 55" W., a distance of 116.77 feet;

Thence S. 89degrees 50' 55" W., a distance of 98.71 feet;

Thence N. 87degrees 54' 26" W., a distance of 99.43 feet;

Thence S. 2degrees 16' 55" W., a distance of 210.00 feet;

Thence S. 87degrees 43' 05" E., a distance of 63.00 feet to a point of curvature;

Thence Easterly, a distance of 389.21 feet on the arc of a circle deflecting to the left, whose central angle is 10degrees 00' 00", whose radius is 2230.00 feet and whose chord bears N. 87degrees 16' 55" E., a distance of 388.72 feet to a point of tangency;

Thence N. 82degrees 16' 55" E., a distance of 221.24 feet;

Thence S. 7degrees 43' 05" E., a distance of 150.00 feet;

Thence N. 82degrees 19' 34" E., a distance of 41.23 feet;

Thence S. 28degrees 43' 05" E., a distance of 630.42 feet;

Thence S. 16degrees 43' 05" E., a distance of 281.52 feet;

Thence S. 81degrees 08' 10" E., a distance of 212.97 feet to the Westerly line of the Sweetbriar Subdivision No. 2, as shown by the recorded plat in Volume 42 of Plats, Page 56 of Lorain County Records;

Thence N. 8degrees 51' 50" E., along the Westerly line of said Sweetbriar Subdivision No. 2, a distance of 102.02 feet to an angle point therein;

Thence N. 1degree 16' 55" E., along the Westerly line of said Sweetbriar Subdivision No. 2, a distance of 388.53 feet to the Northwesterly corner thereof;

Thence S. 88degrees 43' 05" E., along the Northerly line of said Sweetbriar Subdivision No. 2, a distance of 150.00 feet to the Northeasterly corner thereof on the Westerly line of Jaycox Road, as proposed to be widened;

Thence N. 1degree 16' 55" E., along the Westerly line of Jaycox Road, as proposed to be widened, a distance of 242.97 feet;

Thence S. 89degrees 41' 01" E., a distance of 40.00 feet to the centerline of Jaycox Road;

Thence N. 1degree 16' 55" E., along the centerline of Jaycox Road, a distance of 1121.11 feet;

Thence N. 89degrees 39' 56" W., a distance of 40.01 feet to the Westerly line of Jaycox Road, as proposed to be widened;

Thence N. 1degree 16' 55" E., along the Westerly line of Jaycox Road, as proposed to be widened, a distance of 105.75 feet to the Southerly line of a parcel of land conveyed to Rebecca Daniels and Jack Streepy, Custodian, by deed recorded in AFN 990616161 of Lorain County Records;

Thence N. 89degrees 39' 56" W., along the Southerly line of land so conveyed to Rebecca Daniels and Jack Streepy, Custodian, a distance of 259.99 feet to the Southwesterly corner thereof;

Thence N. 1degree 16' 55" E., along the Westerly line of land so conveyed to Rebecca Daniels and Jack Streepy, Custodian, and its Northerly prolongation, a distance of 267.00 feet to the Easterly prolongation of the Southerly line of a parcel of land conveyed to Robert G. Gamer and Joan M. Gamer, by deed recorded in Volume 1395, Page 373 of Lorain County Records of Deeds;

Thence N. 89degrees 39' 56" W., along said Easterly prolongation and along the Southerly line of land so conveyed to Robert G. and Joan M. Gamer, along the Southerly line of a parcel of land conveyed to William J. Fitzgerald and Jean C. Fitzgerald, by deed recorded in AFN 990612694 of Lorain County Records, a distance of 581.02 feet;

Thence S. 0degrees 20' 05" W., a distance of 110.00 feet;

Thence S. 27degrees 25' 27" E., a distance of 93.04 feet;

Thence S. 36degrees 54' 39" E., a distance of 135.97 feet;

Thence S. 1degree 13' 05" E., a distance of 356.50 feet;

Thence S. 7degrees 16' 55" W., a distance of 113.88 feet;

Thence S. 17degrees 16' 55" W., a distance of 65.20 feet;

Thence S. 9degrees 36' 55" W., a distance of 80.66 feet;

Thence S. 0degrees 03' 05" E., a distance of 90.32 feet;

Thence S. 84degrees 26' 55" W., a distance of 18.86 feet;

Thence S. 5degrees 33' 05" E., a distance of 149.97 feet;

Thence Westerly, a distance of 34.51 feet on the arc of a circle deflecting to the left, whose central angle is 0degrees 53' 12", whose radius is 2230.00 feet and whose chord bears S. 82degrees 43' 31" W., a distance of 34.51 feet to a point of tangency;

Thence S. 82degrees 16' 55" W., a distance of 125.58 feet;

Thence N. 7degrees 43' 05" W., a distance of 150.00 feet;

Thence S. 82degrees 16' 55" W., a distance of 218.33 feet;

Thence N. 5degrees 43' 05" W., a distance of 55.18 feet;

Thence N. 84degrees 16' 55" E., a distance of 150.00 feet;

Thence N. 5degrees 13' 06" W., a distance of 97.45 feet;

Thence N. 1degree 23' 25" E., a distance of 95.64 feet;

Thence N. 0degrees 13' 05" W., a distance of 113.96 feet;

Thence N. 6degrees 53' 05" W., a distance of 113.96 feet;

Thence N. 13degrees 33' 05" W., a distance of 113.96 feet;

Thence N. 20degrees 13' 05" W., a distance of 113.96 feet;

Thence S. 66degrees 26' 55" W., a distance of 150.00 feet;

Thence Northwesterly, a distance of 147.28 feet on the arc of a circle deflecting to the left, whose central angle is 10degrees 10' 00", whose radius is 830.00 feet and whose chord bears N. 28degrees 38' 05" W., a distance of 147.08 feet to a point of reverse curvature;

Thence Northwesterly, a distance of 333.59 feet on the arc of a circle deflecting to the right, whose central angle is 40degrees 40' 00", whose radius is 470.00 feet and whose chord bears N. 13degrees 23' 05" W., a distance of 326.63 feet;

Thence S. 82degrees 08' 47" E., a distance of 181.18 feet to a Westerly line of a parcel of land conveyed to Robert E. Dills and Pamela D. Dills, by deed recorded in Volume 1438, Page 388 of Lorain County Official Records;

Thence N. 0degrees 21' 13" E., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 178.03 feet to an angle point therein;

Thence S. 89degrees 38' 47" E., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 5.35 feet to an angle point therein;

Thence N. 0degrees 21' 13" E., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 360.00 feet to an angle point therein;

Thence N. 89degrees 38' 47" W., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 19.94 feet to an angle point therein;

Thence N. 0degrees 21' 13" E., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 157.00 feet to the Southerly line of Walker Road;

Thence N. 89degrees 38' 47" W., along the Southerly line of Walker Road, a distance of 850.00 feet to the principal place of beginning, and containing 48.5269 acres (2,113,832 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated December, 2000, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89degrees 38' 47" W. and used to denote bearings only.

EXHIBIT " B"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Reduced size Drawings of the Plat

LEGACY POINTE SUBDIVISION NO. 1

PLAT

BEING PART OF
AVON TOWNSHIP SECTION NO. 20
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

LOTS ARE SUBJECT TO HOMEOWNER'S ASSOCIATION.
MAINTENANCE OF BLOCKS "A" THROUGH "D" IS TO BE PROVIDED FOR BY THE OVERALL ASSOCIATION.
MAINTENANCE OF BLOCK "F" IS TO BE PROVIDED FOR BY THE CONDOMINIUM ASSOCIATION OF CLUSTER GROUP "A".
MAINTENANCE OF BLOCKS "E" & "G" ARE TO BE PROVIDED FOR BY THE GOLF COURSE MANAGEMENT COMPANY.
(DOCUMENTS ON FILE AT CITY AND TO BE RECORDED SIMULTANEOUSLY AT COUNTY.)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, LEGACY POINTE LTD., I HAVE SURVEYED AND PLATTED LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND CONTAINING 76.5772 ACRES IN AVON TOWNSHIP SECTION NO. 20, NOW IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO.

AT ALL POINTS INDICATED ● 5/8" CAPPED IRON PIN MONUMENTS WERE FOUND OR WERE SET.
AT ALL POINTS INDICATED ○ 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

MEASUREMENTS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN ART. ASSUMED AND FOR THE PURPOSE OF DESCRIBING ANGLES ONLY. THE PLAN REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE TRACT AND OF EACH BLOCK WHEN COMPUTED FROM FIELD MEASUREMENTS OF THE GROUND CLOSED WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO TEN THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY. THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PERFORMING THIS SURVEY. ALL OF WHICH I CERTIFY TO BE CORRECT.

OCTOBER, 2000

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	6.1830 AC.
TOTAL	76.5772 AC.

JAMES T. SAYLER, REGISTERED SURVEYOR NO. S-7425

OWNERS CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND SURVEY, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS AT OUR REQUEST AND AUTHORIZE ITS RECORDING. WE DO HEREBY DEDICATE TO PUBLIC USE THE STREETS SHOWN HEREON AND DESIGNATED AS WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER
429 AVON BELDEN RD. ROAD
AVON LAKE, OH 44012

BY _____
H. R. KOPF, PRESIDENT

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED BY THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND WHO DO HEREBY GRANT UNTO THE CITY OF AVON LAKE, (HEREINAFTER REFERRED TO AS THE "GRANTEE"), A PERMANENT RIGHT-OF-WAY AND EASEMENT OF SUCH WIDTHS AND LENGTHS AS DEFINED AND SHOWN ON THIS PLAT OVER AND THROUGH SUCH BLOCKS AND SUBLOTS AS SHOWN HEREON TO CLEAN, DEEPEN, WIDEN, IMPROVE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH IMPROVEMENTS ABOVE AND BELOW GROUND, TO MAINTAIN AND/OR IMPROVE SUCH FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR MAINTAINING PUBLIC SERVICES, DRAINAGE AND UTILITIES AS GRANTEE MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES, SUBJECT TO THE TERMS INCLUDED HEREIN. NO STRUCTURES SHALL BE PLACED WITHIN SAID EASEMENTS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT WITHOUT LIABILITY THEREFORE, TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNS, WITHIN SAID EASEMENT PREMISES, WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SUCH DRAINAGE, PUBLIC UTILITIES AND FACILITIES. THE RIGHT TO CLEAN, WIDEN, DEEPEN, REPAIR, AUGMENT AND MAINTAIN PUBLIC DRAINAGE AND SERVICE WITHIN THE ABOVE DESCRIBED EASEMENT PREMISES, WITH THE RIGHT OF ACCESS AND EGRESS TO ANY OF THE WITHIN SHOWN EASEMENTS FOR EXERCISING ANY OF THE PURPOSES OF THIS EASEMENT GRANT. THE GRANTEE SHALL NOT BE REQUIRED TO REPLACE OR REPAIR ANY CURBS, FENCES, SIDEWALKS, DRIVEWAYS, ROADWAYS, PARKING AREAS, SIGNAGE AND LANDSCAPING, INCLUDING ORNAMENTAL TREES, BUSHES AND SPECIAL PLANTINGS AND THAT THE SAME ARE CONSTRUCTED ON THE EASEMENT AREA AT THE GRANTOR'S RISK; THE GRANTEE'S ONLY OBLIGATION BEING TO RESTORE THE DENSITY OF SUBSURFACE MATERIAL AND TO REPAIR OR REPLACE ANY GRASS DAMAGED IN SUCH MAINTENANCE, REPAIR OR RECONSTRUCTION.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY: _____
H. R. KOPF, PRESIDENT

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., BY: H. R. KOPF, PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

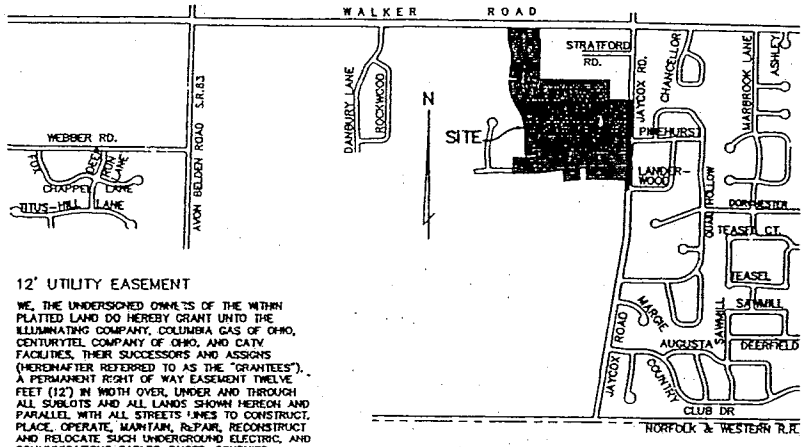
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SITE MAP

1" = 800'



12' UTILITY EASEMENT

WE, THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, COLUMBIA GAS OF OHIO, CENTURYTEL COMPANY OF OHIO, AND CATV FACILITIES, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE "GRANTEES"), A PERMANENT RIGHT OF WAY EASEMENT TWELVE FEET (12') IN WIDTH OVER, UNDER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH ALL STREETS LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, RePAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC, AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, SURFACE OR BELOW GROUND, MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE NECESSARY AND CONVENIENT FOR THE GRANTEES TO DISTRIBUTE AND TRANSMIT ELECTRICITY, AND COMMUNICATIONS SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS GRANTEES MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT SHALL INCLUDE THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND AUGMENT ELECTRIC AND COMMUNICATION FACILITIES OUTSIDE THE ABOVE DESCRIBED PREMISES AND SHALL ALSO INCLUDE THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR THE PURPOSE OF EXERCISING ANY OF THE EASEMENTS RIGHTS INDICATED HEREIN. GRANTEES SHALL AT THEIR EXPENSE RESTORE THE LAND TO ITS CONDITION AS IT EXISTED IMMEDIATELY PRIOR TO THE WORK PERFORMED BY GRANTEES, EXCEPT GRANTEES SHALL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY PERMANENT STRUCTURES, TREES OR SHRUBS WHICH ARE LOCATED WITHIN THE EASEMENT BOUNDARIES AND ARE DAMAGED OR REMOVED AS A RESULT OF WORK PERFORMED AS PROVIDED FOR HEREIN BY GRANTEES. THE SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY _____
H. R. KOPF, PRESIDENT

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT OHIO SAVINGS BANK, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR OHIO SAVINGS BANK, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE, AND FIND THE MONUMENTS SET ARE SUFFICIENT TO DEFINE THE STREETS AS SHOWN HEREON.

_____
AVON LAKE MUNICIPAL ENGINEER
WADE M. MERTZ, P.E.

PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF AVON LAKE, ON THE _____ DAY OF _____, 20____.

_____
AVON LAKE PLANNING COMMISSION SECRETARY

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN ACCEPTED BY THE COUNCIL OF THE CITY OF AVON LAKE, LORAIN COUNTY, OHIO BY ORDINANCE NO. _____ PASSED THE _____ DAY OF _____, 20____.

_____ _____
MAYOR
ROBERT J. BERNER

CLERK OF COUNCIL
KATHLEEN LYNCH

LAW DIRECTOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE.

_____
AVON LAKE LAW DIRECTOR
GEOFFREY R. SMITH

LORAIN COUNTY AUDITOR

LORAIN COUNTY RECORDER

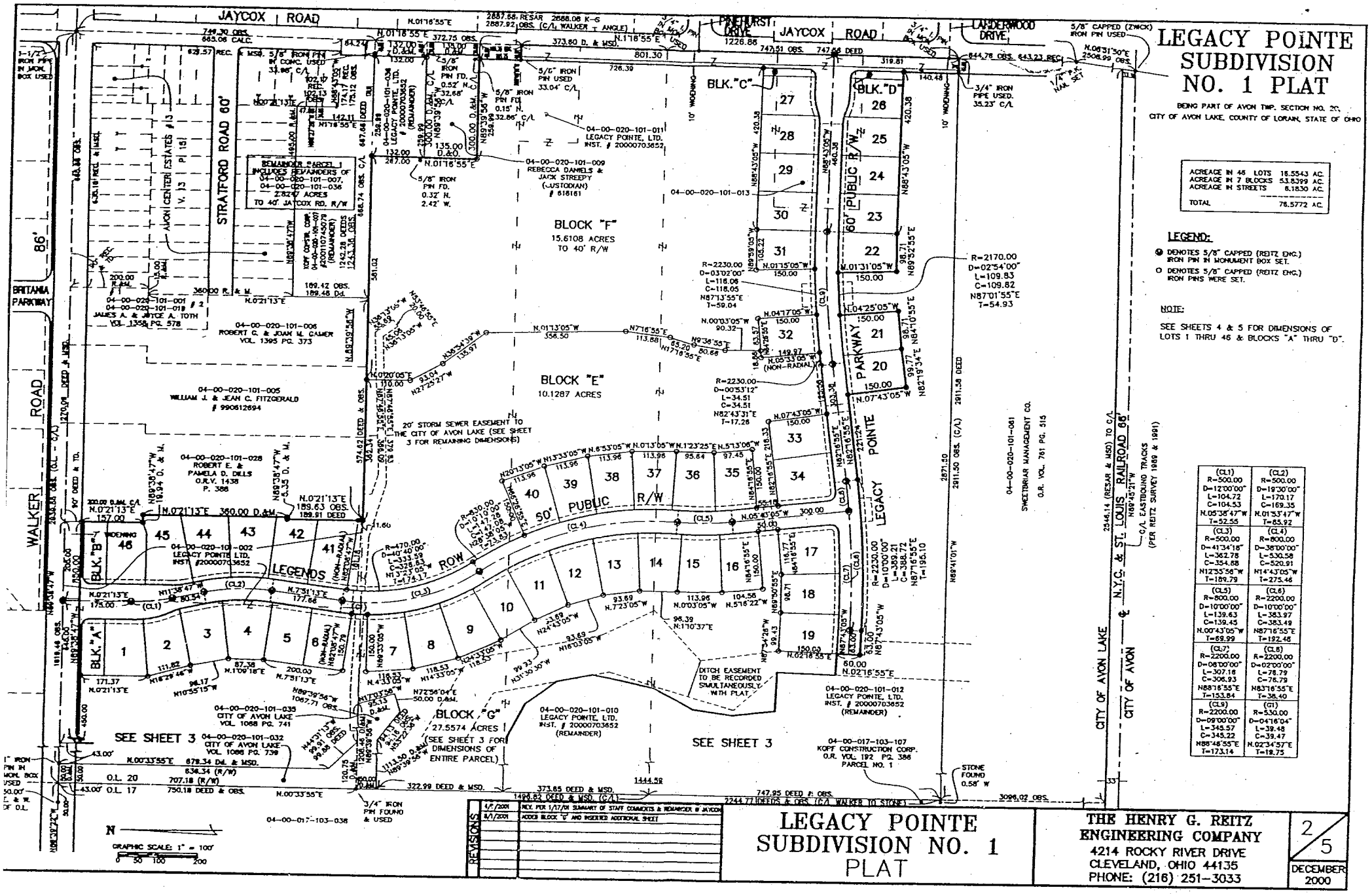
REVISIONS		
4/5/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & ROUNDER @ JAYCOX	
8/1/2001	ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

1/5

DECEMBER 2000



LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20,
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	6.1830 AC.
TOTAL	78.5772 AC.

LEGEND:

- ● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
- ○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

NOTE:

SEE SHEETS 4 & 5 FOR DIMENSIONS OF LOTS 1 THRU 46 & BLOCKS "A" THRU "D".

(CL1)	(CL2)
R=500.00	R=500.00
D=12°00'00"	D=19°30'00"
L=104.72	L=170.17
C=104.53	C=169.35
N.05°36'47"W	N.01°53'47"W
T=52.55	T=85.92
(CL3)	(CL4)
R=500.00	R=800.00
D=41°34'18"	D=38°00'00"
L=362.78	L=530.58
C=354.88	C=520.91
N12°55'56"W	N14°43'05"W
T=189.79	T=275.46
(CL5)	(CL6)
R=800.00	R=2200.00
D=10°00'00"	D=10°00'00"
L=139.63	L=383.97
C=139.45	C=383.49
N.00°43'05"W	N87°16'55"E
T=69.99	T=192.46
(CL7)	(CL8)
R=2200.00	R=2200.00
D=08°00'00"	D=03°00'00"
L=307.18	L=78.79
C=306.93	C=78.79
N88°16'55"E	N83°16'55"E
T=153.84	T=38.40
(CL9)	(G1)
R=2200.00	R=530.00
D=09°00'00"	D=04°16'04"
L=345.57	L=39.48
C=345.22	C=39.47
N88°48'55"E	N.02°34'57"E
T=173.14	T=19.75

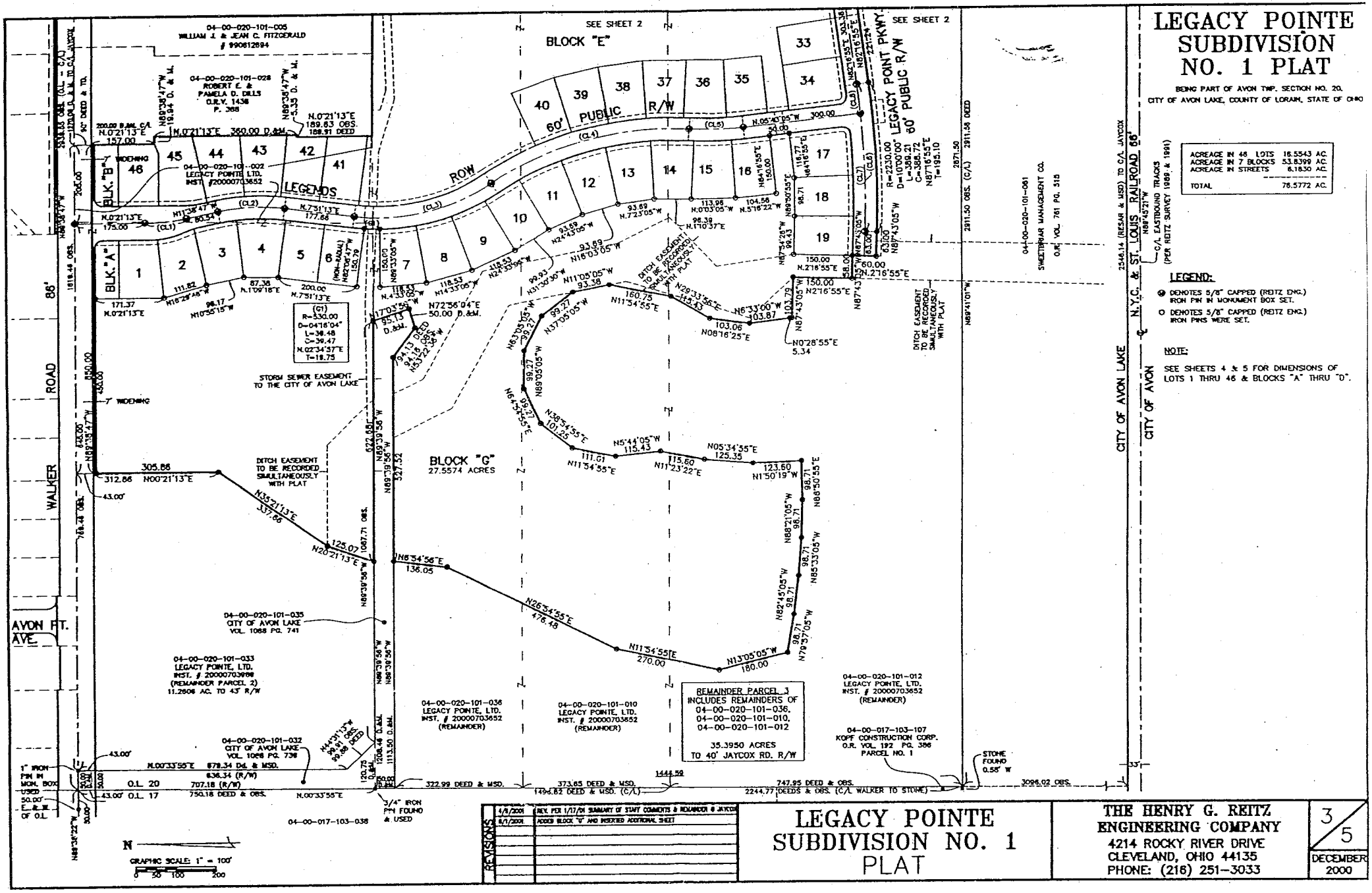
REVISIONS		
4/ /2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMARKS @ JAYCOX	
8/1/2001	ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

2/5

DECEMBER 2000


LEGACY POINTE SUBDIVISION NO. 1 PLAT
BEING PART OF AVON TWP. SECTION NO. 20,
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO
ACREAGE IN 46 LOTS 16.5543 AC.
ACREAGE IN 7 BLOCKS 53.8399 AC.
ACREAGE IN STREETS 6.1830 A.C.
TOTAL 76.5772 AC.
LEGEND:
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.
NOTE:
SEE SHEETS 4 & 5 FOR DIMENSIONS OF LOTS 1 THRU 46 & BLOCKS "A" THRU "D".
BLOCK "A"
BLOCK "B"
BLOCK "E"
BLOCK "G"
27.5574 ACRES
LEGACY POINT PKWY.
60' PUBLIC R/W
WALKER ROAD
AVON FT. AVE.
N.Y.C. & ST. LOUIS RAILROAD 66'
CITY OF AVON LAKE
CITY OF AVON
SEE SHEET 2
REMAINDER PARCEL 3
INCLUDES REMAINDERS OF
04-00-020-101-036,
04-00-020-101-010,
04-00-020-101-012
35.3950 ACRES
TO 40' JAYCOX RD. R/W
DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT
STORM SEWER EASEMENT TO THE CITY OF AVON LAKE
GRAPHIC SCALE: 1" = 100'
REVISIONS
4/6/2001 REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & RESUBMITTED @ JAYCOX
8/1/2001 ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET
LEGACY POINTE SUBDIVISION NO. 1 PLAT
THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033
3/5
DECEMBER 2000

LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8398 AC.
ACREAGE IN STREETS	8.1830 AC.
TOTAL	78.5772 AC.

JAYCOX ROAD

1-1/2" IRON PIPE IN MON. BOX USED

WALKER ROAD 86'

04-00-020-101-028
ROBERT E. & PAMELA D. DILLS
O.R. VOL. 1438 PG. 388

BLOCK "A"
6.914 AC.

BLOCK "B"
6.314 AC.

BLOCK "C"
27.5574 ACRES
(SEE SHEET 3 FOR DIMENSIONS OF ENTIRE PARCEL)

BLOCK "E"
10.1287 ACRES
(SEE SHEET 2 FOR DIMENSIONS OF ENTIRE PARCEL)

LEGENDS ROW 60'

PUBLIC R/W 60'

CART PATH CROSSING EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT

20' STORM SEWER EASEMENT TO THE CITY OF AVON LAKE

DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT

04-00-020-101-035
CITY OF AVON LAKE
VOL. 1088 PG. 741

1" IRON PIN IN MON. BOX USED 50.00' E. & W. OF O.L.

O.L. 20
O.L. 17

SEE SHEET 2

CURVE DATA:

(1) R=216.50 D=05°40'00" L=21.41 C=21.40 N.02°28'47"W T=10.71	(2A) R=218.50 D=19°06'30" L=72.20 C=71.87 N14°32'02"W T=36.44	(2B) R=183.50 D=07°15'10" L=23.23 C=23.21 N20°47'42"W T=11.63	(3A) R=183.50 D=05°31'20" L=17.69 C=17.68 N14°24'22"W T=8.85	(3B) R=470.00 D=05°00'00" L=41.01 C=41.00 N.09°06'47"W T=20.52	(4) R=470.00 D=14°30'00" L=118.94 C=118.63 N.00°36'13"E T=59.79	(5) R=530.00 D=03°08'14" L=29.02 C=29.02 N.06°17'06"E T=14.51
(7) R=530.00 D=10°00'00" L=92.50 C=92.39 N.04°33'05"W T=46.37	(8) R=530.00 D=10°00'00" L=92.50 C=92.39 N14°33'05"W T=46.37	(9) R=530.00 D=10°00'00" L=92.50 C=92.39 N24°33'05"W T=46.37	(10A) R=530.00 D=04°10'00" L=38.54 C=38.53 N31°38'05"W T=19.28	(10B) R=770.00 D=04°40'00" L=62.72 C=62.70 N31°23'05"W T=31.38	(11) R=770.00 D=06°40'00" L=116.47 C=116.36 N24°43'05"W T=58.35	(12) R=770.00 D=06°40'00" L=116.47 C=116.25 N18°03'05"W T=58.35
(13) R=770.00 D=06°40'00" L=116.47 C=116.36 N.07°23'05"W T=58.35	(14A) R=770.00 D=07°22'00" L=98.55 C=98.49 N.00°38'55"E T=49.34	(14B) R=830.00 D=01°00'00" L=14.49 C=14.49 N.03°48'55"E T=7.24	(36B) R=830.00 D=01°10'00" L=16.90 C=16.90 N.03°41'55"E T=8.45	(37) R=830.00 D=06°40'00" L=96.57 C=96.52 N.00°13'05"W T=48.34	(38) R=830.00 D=06°40'00" L=96.57 C=96.52 N.06°53'05"W T=48.34	(39) R=830.00 D=06°40'00" L=96.57 C=96.52 N13°33'05"W T=48.34
(40) R=830.00 D=06°40'00" L=96.57 C=96.52 N20°13'05"W T=48.34	(41) R=470.00 D=00°34'18" L=7.42 C=7.42 N.07°24'04"E T=3.71	(42) R=530.00 D=01°36'00" L=13.68 C=13.68 N.07°08'13"E T=6.84	(43) R=530.00 D=10°00'00" L=92.50 C=92.39 N.01°21'13"E T=46.37	(44) R=530.00 D=08°00'00" L=74.00 C=73.94 N.07°38'47"W T=37.06	(45) R=183.50 D=12°00'00" L=38.43 C=38.36 N.05°38'47"W T=19.29	(A) R=20.00 D=90°00'00" L=31.42 C=28.28 N44°38'47"W T=20.00
(B) R=20.00 D=90°00'00" L=31.42 C=28.28 N45°21'13"E T=20.00	(G1) R=530.00 D=04°18'04" L=39.48 C=39.47 N.02°34'57"E T=19.75	(E2) R=830.00 D=10°10'00" L=147.28 C=147.08 N28°38'05"W T=73.83	(E3) R=470.00 D=40°40'00" L=333.59 C=326.83 N13°23'05"W T=174.17	(EASE1) R=470.00 D=03°07'32" L=25.64 C=25.64 N.05°23'09"E T=12.82	(EASE2) R=470.00 D=02°28'20" L=20.01 C=20.00 N.02°36'13"E T=10.00	(EASE3) R=530.00 D=01°04'28" L=9.93 C=9.93 N.00°58'06"E T=4.97	(EASE4) R=530.00 D=02°09'44" L=20.00 C=20.00 N.02°36'13"E T=10.00

REVISIONS	
4/6/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMAINDER @ JAYCOX
8/1/2001	ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET

GRAPHIC SCALE: 1" = 50'
0 25 50 100

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

4/5

DECEMBER 2000

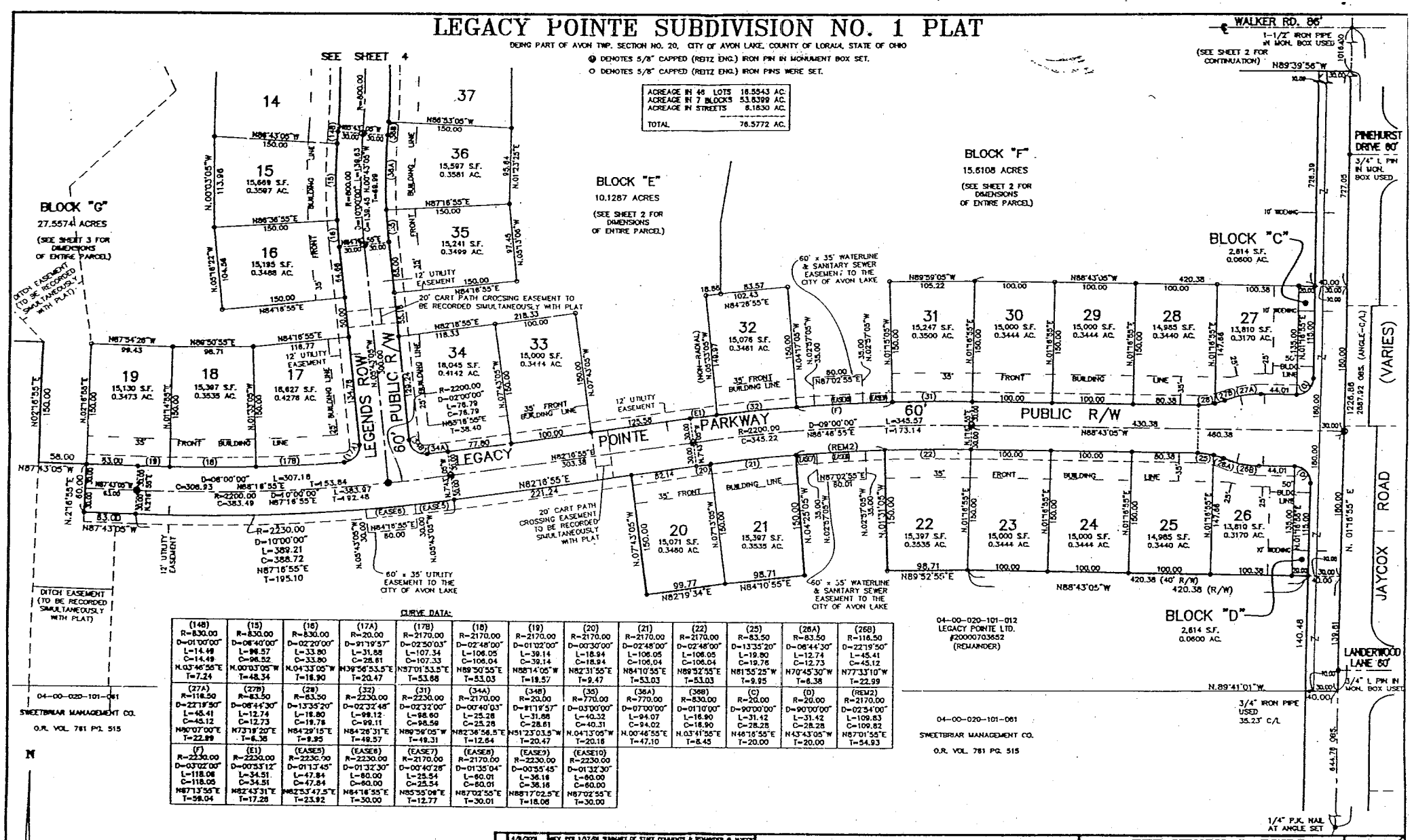
LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	6.1830 AC.
TOTAL	78.5772 AC.



CURVE DATA:

(14B) R=830.00 D=01°00'00" L=14.49 C=14.49 N.03°46'55"E T=7.24	(15) R=830.00 D=06°40'00" L=96.57 C=96.52 N.00°03'05"W T=48.34	(16) R=830.00 D=02°20'00" L=33.80 C=33.80 N.04°33'05"W T=16.90	(17A) R=20.00 D=91°19'57" L=31.88 C=28.61 N39°56'53.5"E T=20.47	(17B) R=2170.00 D=02°50'03" L=107.34 C=107.33 N37°01'53.5"E T=53.68	(18) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°50'55"E T=53.03	(19) R=2170.00 D=01°02'00" L=39.14 C=39.14 N88°14'05"W T=19.57	(20) R=2170.00 D=00°30'00" L=18.94 C=18.94 N82°31'55"E T=9.47	(21) R=2170.00 D=02°48'00" L=106.05 C=106.04 N84°10'55"E T=53.03	(22) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°52'55"E T=53.03	(25) R=83.50 D=13°35'20" L=19.80 C=19.76 N81°35'25"W T=9.95	(26A) R=83.50 D=08°44'30" L=12.74 C=12.73 N70°45'30"W T=6.38	(26B) R=116.50 D=22°19'50" L=45.41 C=45.12 N77°33'10"W T=22.99
(27A) R=116.50 D=22°19'50" L=45.41 C=45.12 N80°07'00"E T=22.99	(27B) R=83.50 D=08°44'30" L=12.74 C=12.73 N73°18'20"E T=6.38	(28) R=83.50 D=13°35'20" L=19.80 C=19.76 N84°29'15"E T=9.95	(32) R=2230.00 D=02°32'48" L=99.12 C=99.11 N84°28'31"E T=49.57	(31) R=2230.00 D=02°32'00" L=98.60 C=98.59 N89°56'05"W T=49.31	(34A) R=2170.00 D=00°40'03" L=25.28 C=25.28 N82°36'56.5"E T=12.64	(34B) R=2170.00 D=01°19'57" L=31.68 C=28.61 N51°23'03.5"W T=20.47	(35) R=770.00 D=03°00'00" L=40.32 C=40.31 N.04°13'05"W T=20.18	(36A) R=770.00 D=07°00'00" L=94.07 C=94.02 N.00°46'55"E T=47.10	(36B) R=830.00 D=01°10'00" L=16.90 C=16.90 N.03°41'55"E T=8.45	(C) R=20.00 D=90°00'00" L=31.42 C=28.28 N46°16'55"E T=20.00	(D) R=20.00 D=90°00'00" L=31.42 C=28.28 N43°43'05"W T=20.00	(REM2) R=2170.00 D=02°54'00" L=109.83 C=109.82 N87°01'55"E T=54.93
(F) R=2230.00 D=03°02'00" L=118.06 C=118.05 N87°13'55"E T=59.04	(E1) R=2230.00 D=00°53'12" L=34.51 C=34.51 N82°43'31"E T=17.26	(EASE5) R=2230.00 D=01°13'45" L=47.84 C=47.84 N82°53'47.5"E T=23.92	(EASE6) R=2230.00 D=01°32'30" L=60.00 C=60.00 N84°16'55"E T=30.00	(EASE7) R=2170.00 D=00°40'28" L=25.54 C=25.54 N85°55'08"E T=12.77	(EASE8) R=2170.00 D=01°35'04" L=60.01 C=60.01 N87°02'55"E T=30.01	(EASE9) R=2230.00 D=00°55'45" L=36.16 C=36.16 N88°17'02.5"E T=18.08	(EASE10) R=2230.00 D=01°32'30" L=60.00 C=60.00 N87°02'55"E T=30.00					

REVISIONS		
4/8/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMARKS @ JAYCOX	
6/1/2001	ADDED BLOCK "D" AND PROVIDED ADDITIONAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

5/5

DECEMBER 2000

EXHIBIT "C"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Reduced sized drawing of the Preliminary Plan

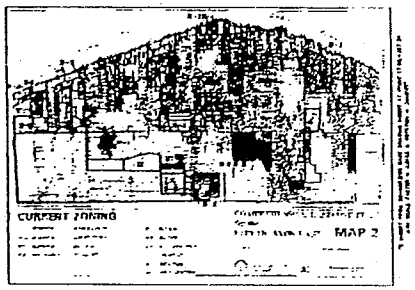
GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

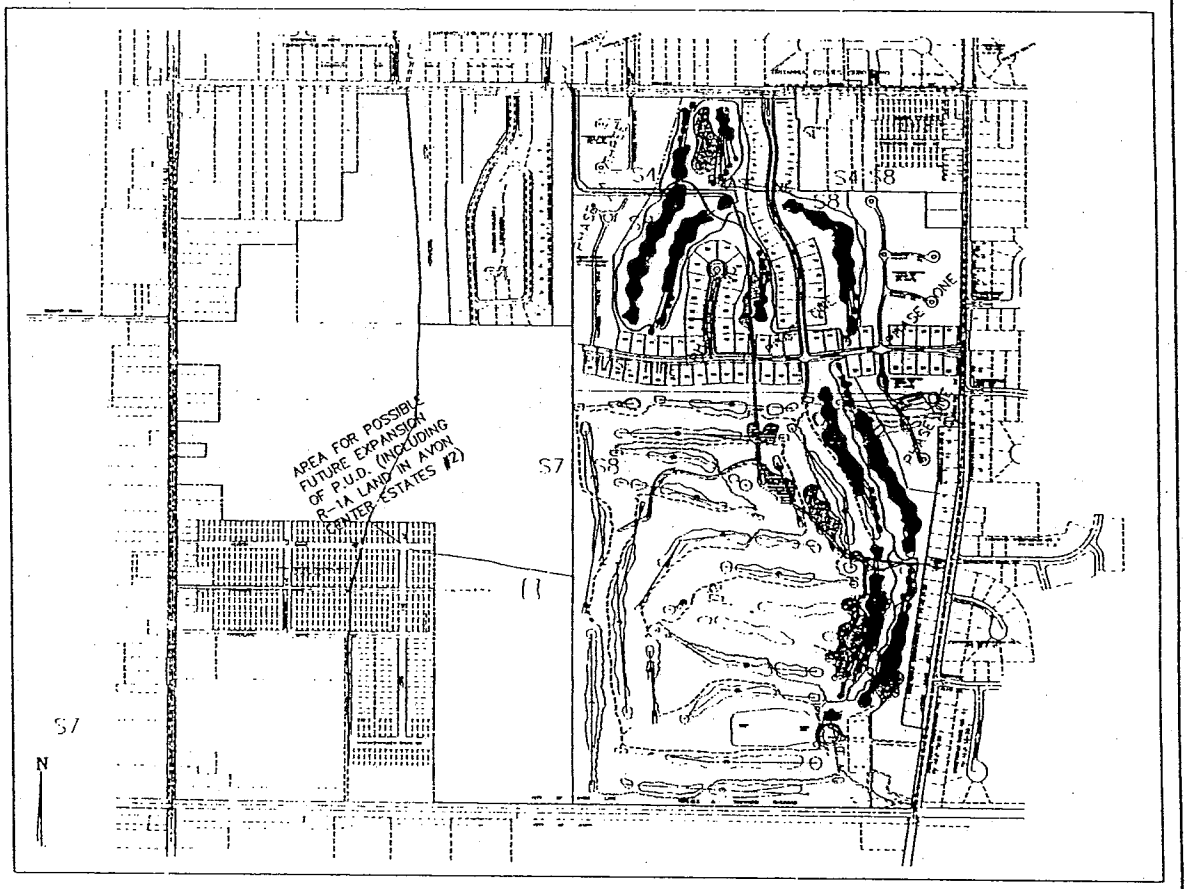
PLANNED UNIT DEVELOPMENT SUBDIVISION

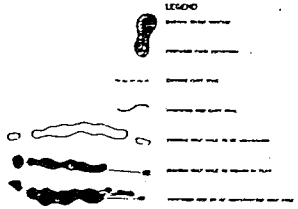
(FORMERLY KNOWN AS KOPF GOLF COMMUNITY)

VICINITY/LOCATION MAP



OVERALL SITE LAYOUT PLAN





MODIFICATIONS TO STANDARDS REQUESTED

NOTES:

UTILITY SERVICE TO DEVELOPMENT

DEVELOPMENT STATISTICS:

OPEN SPACE AREAS

LAND USAGE BY UNIT TYPE

SUBDIVISION PHASING

DEVELOPER:
KOPF BUILDERS
420 AVON BELDEN ROAD
AVON LAKE, OHIO 44012
(440) 933-8004

ENGINEER:
HENRY G. REITZ ENGINEERING CO.
BY
JAMES T. SAYLOR
P.E. # 57455 P.S. # 7475

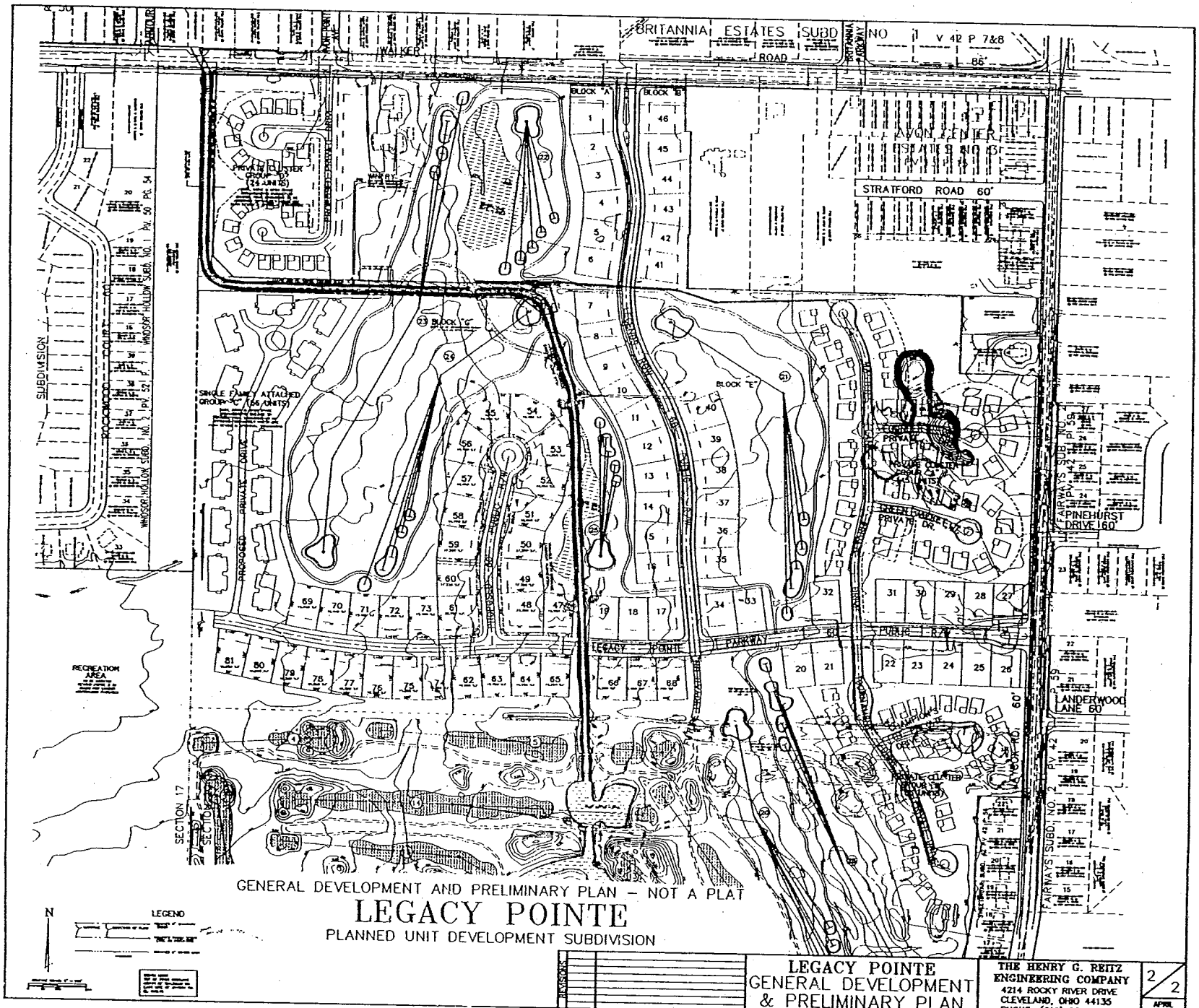
REVISIONS

LEGACY POINTE P.U.D.
GENERAL DEVELOPMENT
& PRELIMINARY PLAN

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

1/2

APRIL
2001



GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

PLANNED UNIT DEVELOPMENT SUBDIVISION

LEGACY POINTE
GENERAL DEVELOPMENT
& PRELIMINARY PLAN

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

2/2

APRIL 2001

EXHIBIT "D"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Easement and Indemnity Agreement for the
Use and Maintenance of the Heider Ditch

787603 # 1769

1/24

RIGHT OF ENTRY, EASEMENT AND INDEMNITY AGREEMENT

RE: Legacy Pointe Subdivsion, Heider Ditch Easement

THIS EASEMENT AGREEMENT is made on this 20th day of September, 2001, in the City of Avon Lake, County of Lorain, and State of Ohio. The parties to this Agreement are **LEGACY POINTE, LTD.**, an Ohio limited liability Company, 420 Avon Belden Road, Avon Lake, Ohio, (hereinafter called "**LEGACY**"), **SWEETBRIAR MANAGEMENT COMPANY**, an Ohio corporation, 750 Jaycox Road, Avon Lake, Ohio, (hereinafter called "**SWEETBRIAR**"), and the **CITY OF AVON LAKE**, a municipal corporation, organized under the laws of the State of Ohio, (hereinafter called the "**CITY**").

WHEREAS, the City, who claims ownership, by or through documents recorded at O. R. Volume 1088, Page 739, and O.R. Volume, 1088, Page 741, of the records of the Lorain County Recorder, of the two parcels of real property designated as PP #04-00-017-101-032 and PP #04-00-017-101-035 on the General Development & Preliminary Plan of the Legacy Pointe Development, dated April, 2001, upon which a portion of the existing Heider Ditch is located, and as are more fully described in Exhibits "A-1" and "A-2", attached hereto and incorporated herein by reference(collectively the "Heider Ditch Parcel"); and,

WHEREAS, Legacy, who claims ownership, by or through instruments recorded as Document #20000703989 and Document #20000703652 in the records of the Lorain County Recorder, of a portion of the parcels of real property shown as the remainders of PP# 04-00-020-101-033, PP# 04-00-020-101-036, PP# 04-00-020-101-010 and PP# 04-00-020-101-012 on the General Development & Preliminary Plan of the Legacy Pointe Development, dated April, 2001, and now being more specifically described as Block "G"on the Plat of Legacy Pointe Subdivision No. 1. as recorded in Lorain County Plat Volume 70, Pages 24 thru 28, inclusive, and as is more fully shown as the golf course property on the Map of Ditch Easement of the Legacy Pointe P.U.D. PH-1, a reduced size copy of which has been marked as Exhibit "B", is attached hereto, and incorporated herein by reference (the Legacy Golf Course Property); and,

WHEREAS, Sweetbriar, who claims ownership, by or through instruments recorded in O.R. Vol 761, Page 515 of the records of the Lorain County Recorder, of a portion of the real property designated as PP# 04-00-020-101-061, and as is more fully shown as the golf course property on the Map of Ditch Easement at PP# 04-00-020-101-061 for Sweetbriar Management Company, a reduced size copy of which has been marked as Exhibit "F", is attached hereto, and incorporated herein by reference (the Sweetbriar Golf Course Property); and,

WHEREAS, Legacy desires to, or has, relocated various sections of the Heider Ditch from its prior location within the Heider Ditch Parcel unto portions of the Legacy Golf Course Property; and,

WHEREAS, the relocated Heider Ditch will be located along a center line to be located within portions of the Heider Ditch Parcel and the Legacy Golf Course Property, the legal description of said center line of the relocated Heider Ditch being more fully set forth and described on Exhibit "C", which is attached hereto, and incorporated herein by reference (the Heider Ditch Center Line); and,

WHEREAS, Legacy and Sweetbriar desire to use and maintain the Heider Ditch Parcel in conjunction with its construction, use and maintenance of various improvements associated with the construction and operation of a golf course on the Legacy Golf Course Property, the Sweetbriar Golf Course Porperty, and other land; and,

WHEREAS, the City is willing to grant an easement to Legacy and Sweetbriar over, upon and through the Heider Ditch Parcel to construct, use and maintain such golf course improvements on the Heider Ditch Parcel as Legacy and Sweetbriar deem reasonable, including, but not limited to, tees, greens, fairways, roughs, cart paths, walkways, bridges, mounding, creeks, lakes, retention basins, storm water drainage systems, trees, irrigation systems, shrubs, grass, ground covers, and other landscaping; and,

WHEREAS, the City desires the right to enter and inspect those portions of the relocated Heider Ditch which are located within or run through the Legacy Golf Course Property, and, if necessary, to enter and make such repairs and perform such maintenance work as the City deems reasonably necessary, in the event Legacy fails to maintain or make necessary repairs to those portions of the relocated Heider Ditch located within the Legacy Golf Course Property and the Sweetbriar Golf Course Property; and

WHEREAS, Legacy and Sweetbriar desire to assure that the City is held harmless from any loss, damages or liability that the City may suffer from claims made against the City by reason of the construction, use, inspection and maintenance of the aforesaid golf course improvements within the Heider Ditch Parcel.

NOW, THEREFORE, for Ten Dollars ($10.00) paid to the City of Avon Lake by Legacy Pointe, Ltd, and in consideration of Legacy's agreement to maintain the portions of the Heider Ditch remaining within the Heider Ditch Parcel, for Legacy's agreement to grant the City a maintenance easement for those portions of the Heider Ditch located within the Legacy Golf Course Property, for Sweetbriar's agreement to grant the City a maintenance easement for those portions of the Heider Ditch located within the Sweetbriar Golf Course Property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Golf Course Easement. The City of Avon Lake hereby grants unto Legacy Pointe, Ltd., and Sweetbriar Management Company, and their respective successors and assigns, an

easement, under, over and through the 0.8187 acre portion of Permanent Parcel #04-00-017-101-035 marked on Exhibit D with diagonal lines and more fully described by the legal description set forth on Exhibit D-1, (the "Golf Course Easement Premises"), to construct, install, use, maintain, repair, and reconstruct golf course improvements, including such grading, mounding, tees, greens, fairways, roughs, cart paths, walkways, bridges, culverts, creeks, swales, lakes, retention basins, dams, drains, sewers, pipes, storm water drainage systems, irrigation systems, trees, shrubs, grass, ground covers, lighting, landscaping and other structures, facilities and improvements as are deemed necessary or convenient by Legacy or Sweetbriar, for the construction, maintenance, use, repair, redesign, reconstruction or operation of a golf course, or any portion thereof, (collectively the "Golf Course Improvements"). Said easement rights shall include the right to remove any trees, shrubs, landscaping, structures or other improvements within said Golf Course Easement Premises, which interfere with the construction, installation, use, maintenance, repair, or replacement of the Golf Course Improvements, or the use of the Golf Course Improvements as part of a golf course constructed upon the Legacy Golf Course Property, the Sweetbriar Golf Course Property and other land.

2. Relocation of Heider Ditch. The easement rights granted herein shall also permit Legacy to reroute those portions of the existing Heider Ditch from the Heider Ditch Parcel unto the Legacy Golf Course Property to those locations as are general shown on the General Development and Preliminary Plan for the Legacy Pointe Development, dated April 2001, and more accurately described as generally being parallel with and running along the Relocated Heider Ditch Center Line.

3. Reservation of Rights by City. The City reserves unto itself, and its successors and assigns, including, without limitation, all future owners of the Heider Ditch Parcel, all rights not inconsistent with the easement rights granted pursuant to this Agreement.

4. Cleaning, Re-grading and Maintenance of the Heider Ditch. Legacy, at its sole cost and expense, shall clean and re-grade those portions of the Heider Ditch which remain located within the Heider Ditch Parcel. The cleaning and re-regrading shall be performed in accordance with plans approved by the office of the Avon Lake Engineer. The regrading shall be performed in conjunction with the installation and construction of golf course improvements to be located within or adjacent to future phases of the Legacy Pointe Development. However, if not previously performed, the regrading shall be completed in conjunction with the development of the block of land designated as "Private Cluster Group D" on the Legacy Pointe P.U.D. General Development & Preliminary Plan. In addition to the initial cleaning and re-grading of the Heider Ditch as set forth above, Legacy, subject to paragraphs 6 and 12 hereof, at its sole cost and expense, shall thereafter continue to maintain those portions of the Heider Ditch located within the Heider Ditch Parcel and the Golf Course Property. The maintenance obligation shall continue as long as the easements granted by the City pursuant to this agreement remain in effect. Legacy, subject to paragraphs 6 and 12 hereof, shall also indemnify and save harmless the City from any and all expenses related to the cleaning, re-grading and ongoing maintenance of the those portions of the Heider Ditch located within the Heider Ditch Parcel or the Golf Course Property. Subject to

paragraphs 6 and 12 hereof, Legacy further agrees to save harmless the City from any and all costs, attorney fees, liability or damages the City may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against the City arising out of the cleaning, re-grading or maintenance of those portions of the Heider Ditch located within the Heider Ditch Parcel, and, subject to paragraphs 12 and 15 hereof, Legacy shall undertake the defense, trial and appeals of any and all lawsuits brought against the City by reason of any of the aforesaid claims, demands and causes of action.

5. Indemnification for Costs, Expenses and Claims Arising from Golf Course Improvements. Legacy, at its sole cost and expense, shall be responsible for the installation, construction, maintenance and repair of all Golf Course Improvements currently or hereafter installed or constructed within the Heider Ditch Easement Premises. Subject to paragraphs 6 and 12 hereof, Legacy shall indemnify and save harmless the City from any and all expenses related to the construction, installation, repair or maintenance of the Golf Course Improvements currently or hereafter installed in, under or upon the Heider Ditch Easement Premises. Subject to paragraphs 6 and 12 hereof, Legacy further agrees to save harmless the City from any and all costs, attorney fees, liability or damages the City may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against the City arising out of the construction, installation, use, or maintenance of said Golf Course Improvements, and, subject to paragraphs 12 and 15 hereof, Legacy shall undertake the defense, trial and appeals of any and all lawsuits brought against the City by reason of any of the aforesaid claims, demands and causes of action.

6. Self Help By City. The City shall not be obligated to maintain or repair any damage to any Golf Course Improvements located upon or within the Heider Ditch Parcel. Legacy shall retain the obligation to maintain all Golf Course Improvements, including, but not limited to the portions of the Heider Ditch located within or running through the Heider Ditch Parcel and the portions of the Heider Ditch relocated within the Legacy Golf Course Property and the Sweetbriar Golf Course Property. The City, for the purpose of determining whether or not the portion of the Heider Ditch located on the Legacy Golf Course Property is being properly maintained, shall have the right to enter and inspect the applicable portions of the Legacy Golf Course Property upon which the Heider Ditch is located. In the event Legacy or its assigns fail to maintain the portions of the Heider Ditch located upon or within the Heider Ditch Parcel, or the portions of the Heider Ditch located upon or within the Legacy Golf Course Property, the City may provide Legacy with written notice of the maintenance work or repairs that need to be completed. In the event Legacy fails to commence the needed maintenance work or repairs within thirty (30) days after Legacy's receipt of such written notice, the City shall have the right, at the expense of Legacy, to enter the Heider Ditch Parcel and the applicable portions of the Legacy Golf Course Property upon which the relocated portions of the Heider Ditch are located and perform such maintenance and repairs as are required. Such right shall be in addition to any other remedies available to the City at law or in equity.

7. Legacy, Heider Ditch Maintenance Easement. Legacy hereby grants unto the City of Avon Lake, an easement, over and through the portion of Legacy Golf Course Property

upon which the relocated Heider Ditch is located, as such location is general depicted on the Map of Ditch Easement, attached hereto as Exhibit B, and more fully described on Exhibit E which is attached hereto and incorporated herein by reference, (the "Legacy Heider Ditch Maintenance Easement Premises"), for the purpose of cleaning and maintaining the Heider Ditch. Said easement rights shall include the right to remove only those trees, shrubs and landscaping within the Heider Ditch Maintenance Easement Premises which unreasonable interfere with the maintenance and cleaning of the Heider Ditch. The City, in conjunction with any cleaning or maintenance of the Heider Ditch which it may hereafter perform, shall not take any action which unreasonably interferes with the use of the Golf Course Property for golf course purposes and shall take all such action as is reasonable under the circumstances to limit its interference with the ongoing use and maintenance of the Legacy Golf Course Property and Golf Course Property Improvements for golf course purposes. Any and all sediment, sludge, dirt, finds and other materials removed from the Heider Ditch in conjunction with the maintenance and cleaning of the Heider Ditch must be immediately removed from the Legacy Heider Ditch Easement Premises and may not be left on or near the banks of the Heider Ditch. In no event shall the City of Avon Lake remove any dams or take any other action which would result in the reduction of the designed retained water levels in the Heider Ditch or the lakes and ponds connected thereto. It is further acknowledged that the water retained in the Heider Ditch, and the lakes and ponds connected thereto, is an integral part of the golf course design and is essential for golf course irrigation, the playability of various golf holes on the golf course, and the aesthetics of the golf course and residential neighborhoods surrounding the golf course.

8. Sweetbriar, Heider Ditch Maintenance Easement. Sweetbriar hereby grants unto the City of Avon Lake, an easement, over and through the portion of Sweetbriar Golf Course Property upon which the main channel of the Heider Ditch is located, as such location is general depicted on the Map of Ditch Easement, attached hereto as Exhibit F, and more fully described on Exhibit G, which is attached hereto and incorporated herein by reference, (the "Sweetbriar Heider Ditch Maintenance Easement Premises"), for the purpose of cleaning and maintaining the Heider Ditch. Said easement rights shall include the right to remove only those trees, shrubs and landscaping within the Sweetbriar Heider Ditch Maintenance Easement Premises which unreasonable interfere with the maintenance and cleaning of the Heider Ditch. The City, in conjunction with any cleaning or maintenance of the Heider Ditch which it may hereafter perform, shall not take any action which unreasonably interferes with the use of the abutting or adjoining property for golf course purposes and shall take all such action as is reasonable under the circumstances to limit its interference with the ongoing use and maintenance of the Sweetbriar Golf Course Property and the golf course property improvements for golf course purposes. Any and all sediment, sludge, dirt, finds and other materials removed from the Heider Ditch in conjunction with the maintenance and cleaning of the Heider Ditch must be immediately removed from the Sweetbriar Heider Ditch Easement Premises and may not be left on or near the banks of the Heider Ditch. In no event shall the City of Avon Lake remove any dams or take any other action which would result in the reduction of the designed retained water levels in the Heider Ditch or the lakes and ponds connected thereto. It is further acknowledged that the water retained in the Heider Ditch, and the lakes and ponds connected thereto, is an integral part of the golf course design and is essential for

golf course irrigation, the playability of various golf holes on the golf course, and the aesthetics of the golf course and residential neighborhoods surrounding the golf course.

9. Reservation of Rights by Legacy and Sweetbriar. Legacy and Sweetbriar reserves unto themselves, and their respective successors and assigns, including, without limitation, all future owners of the Legacy Golf Course Property and the Sweetbriar Golf Course Property, all rights not inconsistent with the easement rights granted pursuant to this Agreement. The reserved rights include, but are not limited to, the right to hereafter redesign, relocate, reconfigure, enlarge, widen, or deepen the Heider Ditch or any of the lakes and ponds connected thereto.

10. Period Covered. The easements and indemnity agreement provided for herein, shall commence on the date this Right of Entry, Easement and Indemnity Agreement is filed with the Lorain County Recorder and shall continue in effect forever unless terminated by mutual agreement of the parties, which agreement shall be in writing, or as hereafter set forth. The easement granted to Legacy for the use and maintenance of the Heider Ditch Parcel for golf course purposes shall terminate in the event the adjoining Golf Course Property is not used for golf course purposes for a period of twenty four consecutive months.

11. Limitation of Liability. Legacy's liability under this contract shall not be limited in terms of a dollar amount.

12. Assignment. Legacy further agrees to incorporate its rights, duties and obligations contained in this Indemnity Agreement into all deeds granted by it to real estate located within the aforesaid Legacy Golf Course Property so that the future owners of the Legacy Golf Course Property shall bear the liability created by this Agreement and accepted by Legacy. Notwithstanding anything herein stated to the contrary, upon the transfer of ownership of the Legacy Golf Course Property by Legacy, the obligations of Legacy hereunder shall transfer to the next owner of the Legacy Golf Course Property and Legacy shall be released from any and all further liability pursuant to this Indemnity Agreement.

13. Expenses, Attorney Fees and Costs. If the City, in the enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then, subject to paragraph 11 hereof, Legacy agrees to reimburse the City for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from City of the incurring of such expenses, costs or obligation.

14. Insurance. Legacy shall acquire and keep current a policy of insurance sufficient in amount to cover the cost of any reasonably anticipated claims that may hereafter be made against the City. Legacy, upon request, shall provide the City with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

15. Notice of Claim Against City. The City agrees to give Legacy, and its successors and assigns, thirty (30) days written notice of any claims made against the City on the

obligations indemnified against, except when an emergency exists the City shall be permitted to perform or pay for Legacy's obligations immediately without in any way diminishing Legacy's liability under this contract.

16. Ohio Law to Govern. The parties hereby agree that the laws of the State of Ohio shall govern any dispute arising under the terms of this Agreement.

17. Easements Shall Run With Land. The grant of the easements set forth herein shall run with the land, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Right of Entry, Easement and Indemnity Agreement by and through their authorized representatives or officers on the day and year first above written.

Signed and acknowledged
in the presence of:

Anne M. Hatfield
ANNE M. HATFIELD
(Print Name of Witness Below Line)

Barry J. Edelstein
BARRY J. EDELSTEIN
(Print Name of Witness Below Line)

LEGACY POINTE, LTD., By
Kopf Construction Corporation, Manager

By: _____
H.R. Kopf, President

Anne M. Hatfield
ANNE M. HATFIELD
(Print Name of Witness Below Line)

Barry J. Edelstein
BARRY J. EDELSTEIN
(Print Name of Witness Below Line)

SWEETBRIAR MANAGEMENT CO.

By: Joanne M Kopf
Joanne M. Kopf, President

Geoffrey R. Smith
(Print Name of Witness Below Line)

Kathleen H. Lynch
Kathleen H. Lynch
(Print Name of Witness Below Line)

CITY OF AVON LAKE, OHIO

By: _____
Robert J. Berner, Mayor

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named H. R. Kopf, who acknowledged the signing of the foregoing Easement Agreement to be his free act and deed and the free act and deed of said companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 20th day of September, 2001.

Anne M. Hatfield
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Joanne M. Kopf, who acknowledged the signing of the foregoing Easement Agreement to be her free act and deed and the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 20th day of September, 2001.

Anne M. Hatfield
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Robert J. Berner, Mayor of the City of Avon Lake, who acknowledged the signing of the foregoing Easement Agreement to be his free act and deed and the free act and deed of the City of Avon Lake.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 17 day of Sept, 2001.

Notary Public

ATTORNEY Geoffrey R. Smith
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE

F:\KRR\KOPF\Legacy Pointe\Legacy Pointe, Revised Heider Ditch Easement, August 21, 2001.wpd

EXHIBIT "A-1"

Legal Description of the Heider Ditch Parcel

(PP # 04-00-020-101-032)

Situated in the City of Avon Lake, County of Lorain and State of Ohio;

Being known as part of Original Section No. 20 of Avon Township, now within the Corporate Limits of the City of Avon Lake, and more definitely described as follows:

Beginning at the intersection of the center line of Walker Road and the West line of Original Section No. 20. Said point being the Northwest corner of lands now or formerly owned by John and Toda Christ;

Thence South 0° 42' 05" West in the West line of Original Section No. 20 a distance of 43.00 feet to the South line of Walker Road. Said point shall be known as the principal place of beginning;

Thence continuing South 0° 42' 05" West in the West line of Original Section No. 20, also being the West line of lands now or formerly owned by John and Toda Christ, a distance of 707.09 feet to the Southwest corner thereof;

Thence South 89° 30' 00" East in the South line of lands now or formerly owned by John and Toda Christ, also being the North line of lands now or formerly owned by the Library Development Corporation, a distance of 120.75 feet to a point;

Thence North 44° 23' 58" West a distance of 99.88 feet to a point;

Thence North 0° 42' 05" East in a line parallel to and 50.00 feet distance measured Easterly and at right angles from the West line of Original Section No. 20 a distance of 636.34 feet to a point in the South line of Walker Road;

Thence North 89° 30' 00" West in the South line of Walker Road a distance of 50.00 feet to the principal place of beginning containing within said bounds 0.86908 Acres of land (37,857.28 S.F.), be the same more or less, but subject to all legal highways.

Permanent Parcel No. 04-00-020-101-032

EXHIBIT "A-2"

Legal Description of the Heider Ditch Parcel

(PP # 04-00-020-101-035)

Situated in the City of Avon Lake, County of Lorain and State of Ohio;

Being known as part of Original Section No. 20 of Avon Township, now within the Corporate Limits of the City of Avon Lake, and more definitely described as follows:

Beginning at the Northwest corner of lands now or formerly owned by the Library Development Corporation. Said point being set in the West line of Original Section No. 20 and being South 00° 42' 05" West a distance of 750.09 feet from the center line of Walker Road as measured southerly in the Westerly line of Original Section No. 20

Thence South 89° 30' 00" East in the North line of lands now or formerly owned by the Library Development Corporation a distance of 1208.46 feet to a point. Said point being 25.07 feet easterly from the centerline of a ditch being known as the Main Heider Ditch.

Thence South 16° 54' 00" East a distance of 95.13 feet to a point;

Thence South 73° 06' 00" West a distance of 50.00 feet to a point;

Thence North 53° 12' 00" West a distance of 94.13 feet to a point;

Thence North 89° 30' 00" West in a line parallel to and 50.00 feet distant measured southerly at right angles from the North line of lands now or formerly owned by the Library Development Corporation a distance of 1,113.50 feet to a point in the westerly line of Original Avon Township Section No. 20;

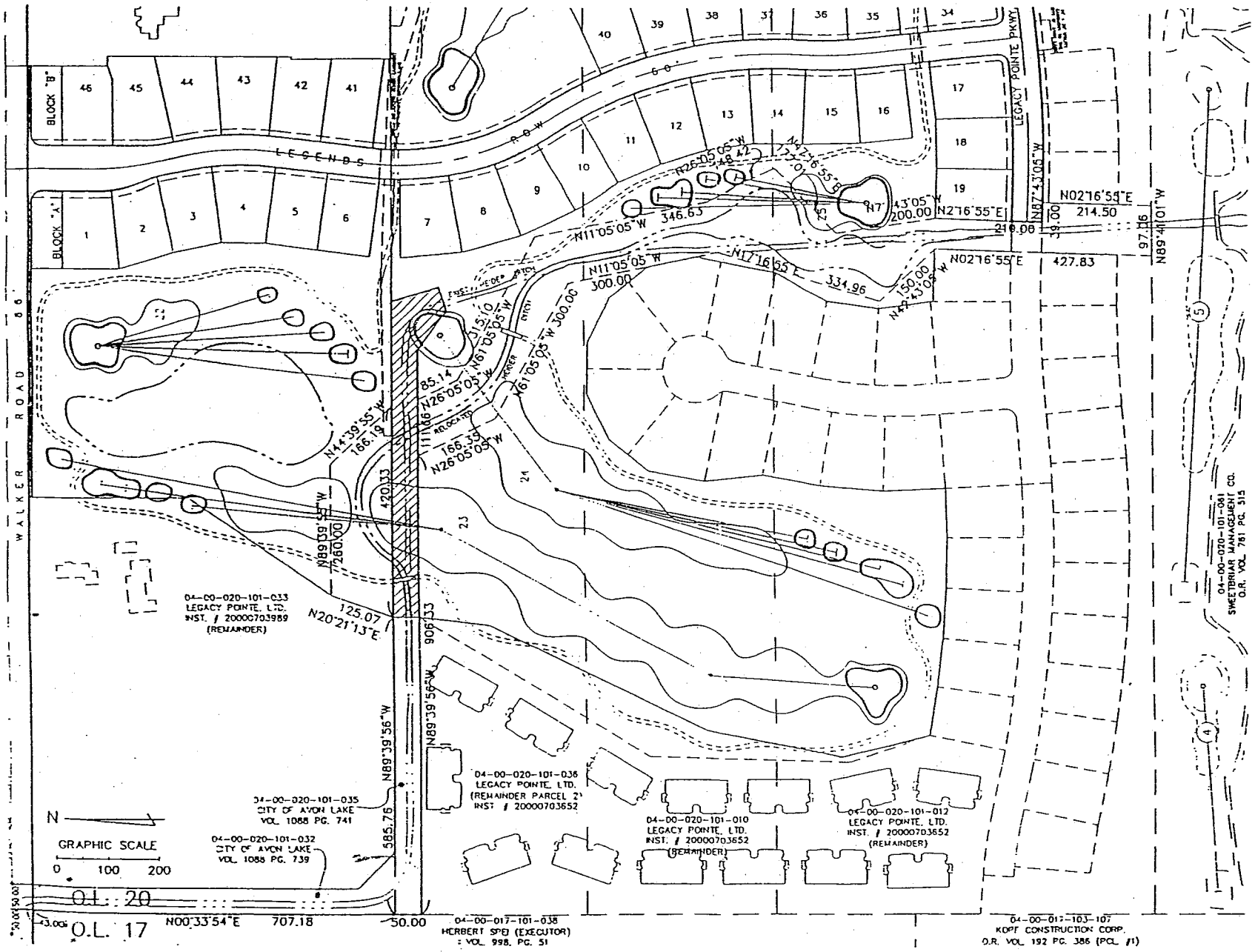
Thence North 00° 42' 05" East in the West line of Original Section No. 20, also being the West line of lands now or formerly owned by Library Development Corporation, a distance of 50.00 feet to the place of beginning, containing within said bounds 1.49167 Acres of land (64,977.34 S.F.), be the same more or less, but is subject to all legal highways.

Permanent Parcel No. 04-00-020-101-035

EXHIBIT "B"

Map of Ditch Easement of the Legacy Pointe P.U.D. PH 1

Reduced sized drawing



MAP OF DITCH EASEMENT
AT
LEGACY POINTE P.U.D. PH. 1
FOR
KOPF CONSTRUCTION

BY
THE HENRY G. REITZ ENGINEERING CO.,
SCALE: 1" = 200' JUNE, 2001
REV. 8/6/01

EXHIBIT "C"

Legal Description of the Relocated Heider Ditch Center Line

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*
Stuart W. Sayler, P.E., P.S. *Vice Pres.*
James T. Sayler, P.E., P.S., *Vice Pres.*
Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitzeng@stratos.net

June 5th., 2001

Description of Centerline of Relocated Heider Ditch

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., 17.50 feet from the Northwesterly corner of said Original Section No. 20;

Thence along the centerline of Heider Ditch the following courses and distances:

S. 0degrees 38' 47" E., 680.00 feet to a point of curvature;

Southeasterly, a distance of 155.33 feet on the arc of a circle deflecting to the left, whose central angle is 89degrees 00' 00", whose radius is 100.00 feet and whose chord bears S. 45degrees 08' 47" E., a distance of 140.18 feet to a point of tangency;

S. 89degrees 38' 47" E., a distance of 490.00 feet to a point of curvature;

Northeasterly, a distance of 78.54 feet on the arc of a circle deflecting to the left, whose central angle is 45degrees 00' 00", whose radius is 100.00 feet and whose chord bears N. 67degrees 51' 13" E., a distance of 76.54 feet to a point of tangency;

N. 45degrees 21' 13" E., a distance of 40.00 feet to a point of curvature;

Easterly, a distance of 259.18 feet on the arc of a circle deflecting to the right, whose central angle is 110degrees 00' 00", whose radius is 135.00 feet and whose chord bears S.79degrees 38' 47" E., a distance of 221.17 feet to a point of tangency;

S. 24degrees 38' 47" E., a distance of 90.00 feet to a point of curvature;

Southeasterly, a distance of 239.98 feet on the arc of a circle deflecting to the left, whose central angle is 55degrees 00' 00", whose radius is 250.00 feet and whose chord bears S. 52degrees 08' 47" E., a distance of 230.87 feet to a point of reverse curvature;

Southeasterly, a distance of 223.40 feet on the arc of a circle deflecting to the right, whose central angle is 80degrees 00' 00", whose radius is 160.00 feet and whose chord bears S. 39degrees 38' 47" E., a distance of 205.69 feet to a point of reverse curvature;

Southerly, a distance of 104.72 feet on the arc of a circle deflecting to the left, whose central angle is 30degrees 00' 00", whose radius is 200.00 feet and whose chord bears S. 14degrees 38' 47" E., a distance of 103.53 feet to a point of reverse curvature;

Southerly, a distance of 94.00 feet on the arc of a circle deflecting to the right, whose central angle is 26degrees 55' 42", whose radius is 200.00 feet and whose chord bears S. 16degrees 10' 56" E., a distance of 93.13 feet;

be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89degreees 38' 47" W. and used to denote bearings only.

EXHIBIT "D"

Drawing of the 0.8187 Acre, Golf Course Easement Premises

L:\DWGS\K\LEGACY\ditch-ease1.dwg

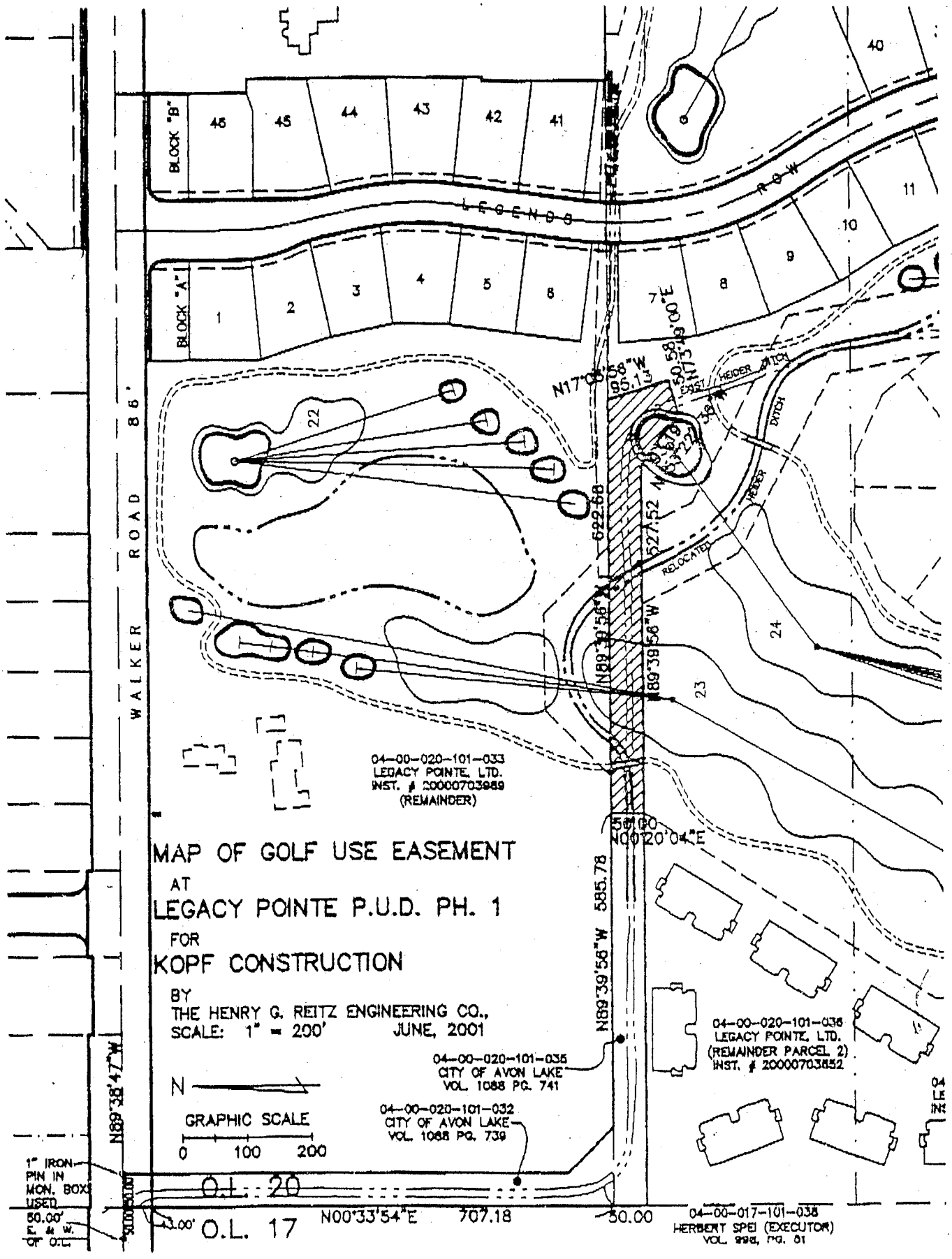


EXHIBIT "D-1"

Legal Description of the 0.82 Acre, Golf Course Easement Premsises

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide at a point distant S. 89 degrees 38' 47" E., measured along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20;

Thence N. 89 degrees 38' 47" W., along the centerline of Walker Road, a distance of 50.00 feet to the Northwesterly corner of said Original Section No. 20;

Thence S. 0 degrees 33' 54" W., along the Westerly line of said Original Section No. 20, a distance of 750.18 feet to the Northwesterly corner of a parcel of land conveyed to the City of Avon Lake, as shown by the deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence South 89 degrees 39' 56" E., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 585.78 feet to the principal place of beginning;

Thence continuing S. 89 degrees 39' 56" E., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 622.68 feet to the Northeasterly corner thereof;

Thence S. 17 degrees 03' 56" E.,along the Easterly line of said land so conveyed to the City of Avon Lake, a distance of 95.13 feet to the Southeasterly corner thereof;

Thence S. 73 degrees 49' 00" W., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 50.58 feet to a Southwesterly corner thereof;

Thence N. 53 degrees 22' 36" W., along a Southerly line of land so conveyed to the City of Avon Lake, a distance of 93.19 feet to an angle point therein;

Thence N. 89 degrees 39' 56" W., along a Southerly line of land so conveyed to the City of Avon Lake, a distance of 527.52 feet;

Thence N. 0 degrees 20' 04" E., a distance of 50.00 feet to the principal place of beginning, and containing 0.8187 acres (35,664 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and used to denote bearings only.

EXHIBIT "E"

Legal Descriptions of the Legacy Heider Ditch Easement Premises
(Two Parcels)

PARCEL 1

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at the Northwesterly corner of said Original Avon Township Section No. 20 on the centerline of Walker Road, 86 feet wide;

Thence S. 0 degrees 33' 54" W., along the Westerly line of said Original Avon Township Section No. 20, a distance of 750.18 feet to the Northwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, page 741 of Lorain County Records of Deeds;

Thence S. 89 degrees 39' 56" E., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 585.76 feet to the principal place of beginning;

Thence N. 20 degrees 21' 13" E., a distance of 125.07 feet;

Thence S. 89 degrees 39' 55" E., a distance of 260.00 feet;

Thence S. 44 degrees 39' 55" E., a distance of 166.19 feet to the Northerly line of land conveyed to the City of Avon Lake, as aforesaid;

Thence N. 89 degrees 39' 56" W., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 420.33 feet to the principal place of beginning and containing 0.9177 acres (39,975 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 2

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at the Northwesterly corner of said Original Avon Township Section No. 20 on the centerline of Walker Road, 86 feet wide;

Thence S. 0 degrees 33' 54" W., along the Westerly line of said Original Avon Township Section No. 20, a distance of 800.18 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence S. 89 degrees 39' 56" E., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 906.33 feet to the principal place of beginning;

Thence continuing S. 89 degrees 39' 56" E., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 111.66 feet;

Thence S. 26 degrees 05' 05" E., a distance of 85.14 feet;

Thence S. 61 degrees 05' 05" E., a distance of 315.10 feet;

Thence S. 11 degrees 05' 05" E., a distance of 346.63 feet;

Thence S. 26 degrees 05' 05" E, a distance of 148.42 feet;

Thence S. 47 degrees 16' 55" W., a distance of 177.01 feet;

Thence S. 7 degrees 43' 05" E., a distance of 200.00 feet;

Thence S. 2 degrees 16' 55" W., a distance of 210.00 feet;

Thence S. 87 degrees 43' 05" E., a distance of 39.00 feet;

Thence S. 2 degrees 16' 55" W., a distance of 214.50 feet;

Thence N. 89 degrees 41' 01" W., a distance of 97.06 feet;

Thence N. 2 degrees 16' 55" E., a distance of 427.83 feet;

Thence N. 42 degrees 43' 05" W., a distance of 150.00 feet;

Thence N. 17 degrees 16' 55" E., a distance of 334.96 feet;

Thence N. 11 degrees 05' 05" W., a distance of 300.00 feet;

Thence N. 61 degrees 05' 05" W., a distance of 300.00 feet;

Thence N. 26 degrees 05' 05" W., a distance of 166.35 feet to the principal place of beginning and containing 3.8471 acres (167,581 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W. and used to denote angles only.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE $ 11-1-2001

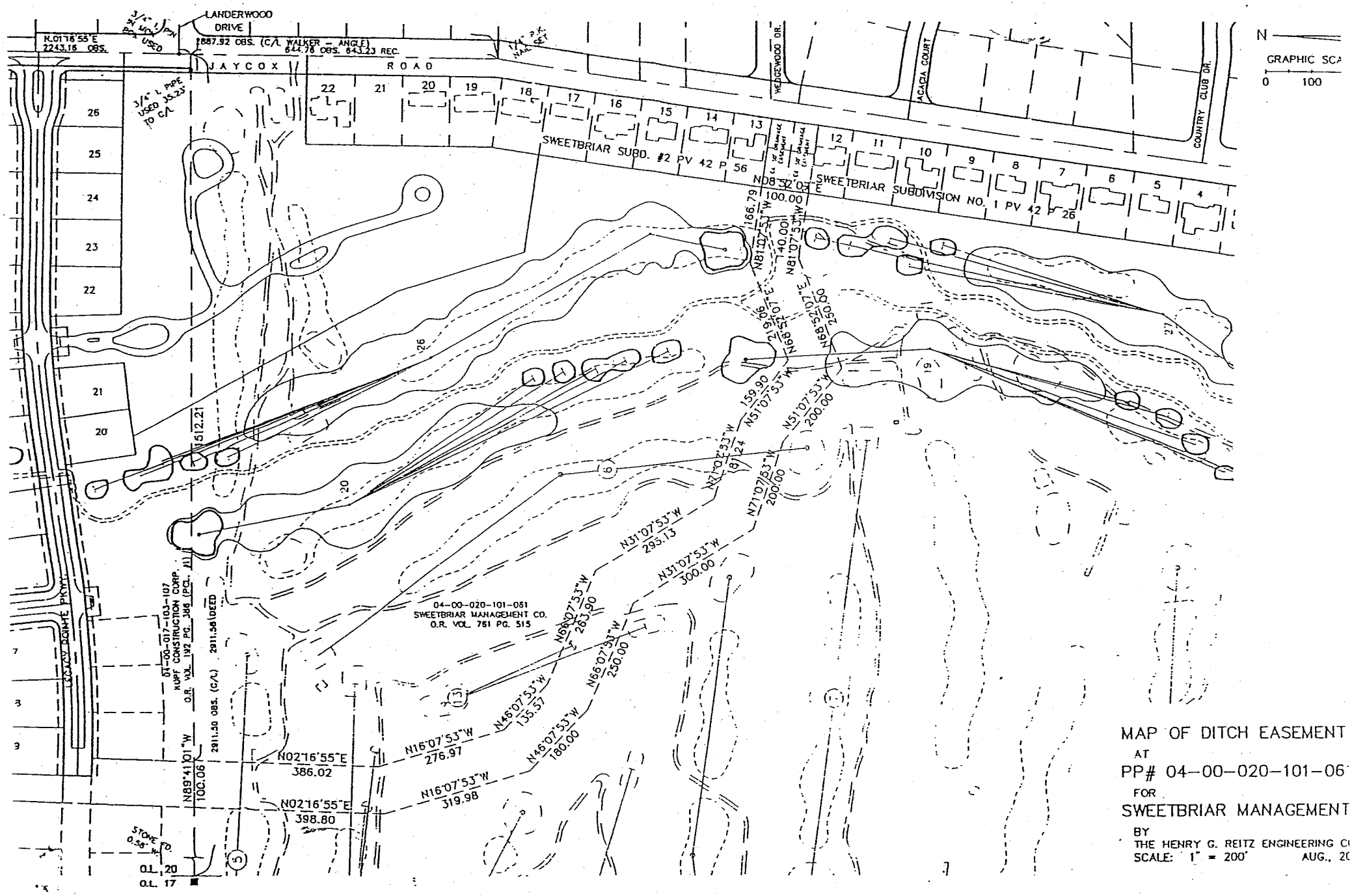
EXEMPT

Mark R. Stewart, County Auditor

EXHIBIT "F"

Map of Ditch Easement within the Sweetbriar Golf Course Property

Reduced sized drawing



MAP OF DITCH EASEMENT

AT

PP# 04-00-020-101-06

FOR

SWEETBRIAR MANAGEMENT

BY

THE HENRY G. REITZ ENGINEERING C

SCALE: 1" = 200' AUG., 2

EXHIBIT "G"

Legal Description of the Sweetbriar Heider Ditch Easement Premises

Description of Ditch Easement on PPN 04-00-020-101-061

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1 ½" iron pipe in a monument box on the centerline of Walker Road, at its intersection with the centerline of Jaycox Road;

Thence S. 1 degree 16' 55" W., along the centerline of Jaycox Road, distance of 2243.16 feet to the Southeasterly corner of Parcel No. 1 of land conveyed to Kopf Construction Corp., by deed recorded in Volume 192, Page 386 of Lorain County Official Records;

Thence N. 89 degrees 41' 01" W., along the Southerly line of said Parcel No. 1, passing through 3/4" iron pipe found at 35.23 feet, a distance of 1512.21 feet to the principal place of beginning;

Thence S. 2 degrees 16' 55" W., a distance of 386.02 feet;

Thence S. 16 degrees 07' 53" E., a distance of 276.97 feet;

Thence S. 46 degrees 07' 53" E., a distance of 135.57 feet;

Thence S. 66 degrees 07' 53" E., a distance of 263.90 feet;

Thence S. 31 degrees 07' 53" E., a distance of 295.13 feet;

Thence S. 71 degrees 07' 53" E., a distance of 181.24 feet;

Thence S. 51 degrees 07' 53" E., a distance of 159.90 feet;

Thence N. 68 degrees 52' 07" E., a distance of 219.06 feet;

Thence S. 81 degrees 07' 53" E., a distance of 166.79 feet to the Westerly line of Sublot No. 13 in the Sweetbriar Subdivision No. 2, as shown by the recorded plat in Volume 42 of Plats, Page 56 of Lorain County Records.

Thence S. 8 degrees 52' 07" W., along the Westerly line of said Sublot No. 13 a distance of 50.00 feet to the Northwesterly corner of Sublot No. 12 in the Sweetbriar Subdivision No. 1, as shown by the recorded plat in Volume 42 of Plats, Page 26 of Lorain County Records.

Thence continuing S. 8 degrees 52' 07" W., along the Westerly line of said Sublot No. 12, a distance of 50.00 feet;

Thence N. 81 degrees 07' 53" W., a distance of 140.00 feet;

Thence S. 68 degrees 52' 07" W., a distance of 250.00 feet;

Thence N. 51 degrees 07' 53" W., a distance of 200.00 feet;

Thence N. 71 degrees 07' 53" W., a distance of 200.00 feet;

Thence N. 31 degrees 07' 53" W., a distance of 300.00 feet;

Thence N. 66 degrees 07' 53" W., a distance of 250.00 feet;

Thence N. 46 degrees 07' 53" W., a distance of 180.00 feet;

Thence N. 16 degrees 07' 53" W., a distance of 319.98 feet;

Thence N. 2 degrees 16' 55" E., a distance of 398.80 feet to the Southerly line of said Parcel No. 1;

Thence S. 89 degrees 41' 01" E., along the Southerly line of said Parcel No. 1, a distance of 100.06 feet to the principal place of beginning, and containing 4.9626 acres (216,169 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Jaycox Road having a bearing of N. 1 degrees 16' 55" E. and used to denote angles only.

F OHIO (SSI. MARY ANN JAMISON, COUNTY RECORDER OF LORAIN, OHIO IN WHOSE
OF LORAIN) CUSTODY THE RECORDS OF SAID COUNTY ARE KEPT, SO HEREBY CERTIFY
IIS IS A TRUE AND CORRECT COPY OF INSTRUMENT NUMBER: 200107876003
COUNTY. 00 Lorain
IMONY WHEREOF I HAVE HEREINTO TO SUBSCRIBE MY NAME AND AFFIXED MY OFFICIAL SEAL
CITY OF [illegible] THIS 1st DAY OF November 2001
MARY ANN JAMISON LORAIN COUNTY RECORDER
BY DEPUTY RECORDER
Jane L. Moore

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2001 NOV -1 P 3:00

RECEIVED FOR RECORD

BOX: LORAIN COUNTY TITLE C
142350W

102 00 MW

EXHIBIT 2

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"The Articles of Incorporation of
Legacy Pointe Recreation Association, Inc."

Date Filed:_____
Amount Paid:_____
Document Number:_____

ARTICLES OF INCORPORATION

OF

LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Chapter 1702 of the Ohio Revised Code, does hereby certify:

FIRST: The name of said corporation shall be Legacy Pointe Recreational Association, Inc. (the "Corporation").

SECOND: The place in the State of Ohio where the principal office of the Corporation is to be located is the City of Avon Lake, County of Lorain.

THIRD: The purposes for which the corporation is formed are:

A. To own, maintain, operate and manage certain General Common Areas, Recreational Areas, and Recreational Facilities located in the City of Avon Lake, Lorain County, Ohio, within an area commonly known as The Legacy Pointe Development, as such real property and facilities are identified in the Declaration of Covenants and Restrictions for The Legacy Pointe Subdivision, (to hereafter be recorded in the Official Records of the Lorain County Recorder), which real estate, recreational facilities and general common areas, are for the use and benefit of the residents of the Legacy Pointe Development; and

B. To be responsible for the maintenance and upkeep of all, recreational areas, general common areas, cul-de-sac hubs, entry ways, island areas, and all improvements, structures, landscaping and plantings on or within the recreational areas and general common areas throughout the Legacy Pointe development, including, but not limited to, the repair, maintenance and upkeep of the grass, trees, shrubs, other plantings, pilasters, signs and guard houses installed or to be installed in the Legacy Pointe entrances and public rights-of-way. Such maintenance and upkeep shall be in accordance with the terms of all indemnity agreements, if any, hereafter adopted by Legacy Pointe and the City of Avon Lake, Ohio.

C. To adopt such uniform rules and regulations governing the use and enjoyment of the Recreational Area, Recreational Facilities, General Common Areas, Island Areas and Hubs, as the Trustees shall determine, and to levy such annual and special Assessments which may be necessary or reasonable for maintenance, improvement or other capital expenditures (including the establishment of reasonable capital reserve accounts) or for emergency operating, maintenance and repair costs. All annual and special Assessments shall be a charge upon the Lot Owners, Unit Owners and the Owners of other dwelling units hereafter constructed within the Legacy Pointe Development as determined by the Trustees.

D. To administer and enforce the provisions of the Declaration of Covenants and Restrictions for the Legacy Pointe Development (the "Declaration") and the By-Laws of this corporation, as they are currently set forth as an Exhibit to the Declaration or as they may hereafter be amended, and to perform any other action permitted by law (unless restricted or prohibited by the Declaration, the By-laws, these Articles, or any related document), with respect to the ownership, management, maintenance, and/or use of the Recreational Area, the Recreational Facilities, the Island Areas, the Hubs and the General Common Areas, including, but not limited to, performing such duties and obligations imposed upon the Association pursuant to the Declaration, the By-Laws, the Articles or any agreement contemplated by or referred to within the Declaration. The corporation shall be responsible for any and all duties and obligations imposed by the provisions of indemnity and easement agreements with the City of Avon Lake; and the Trustees shall have the authority at any time or times to execute on behalf of the corporation any and all formal documents of assumptions thereof related to any such agreements, thereby relieving the Developer of any further duties and obligations thereunder.

E. In furtherance of all the foregoing, the corporation shall have all the rights, powers, privileges, authorities and immunities granted to and available to a corporation organized as a non-profit corporation under Sections 1702.01, et seq., of the Ohio Revised Code, as the same is now in effect or as the same may be hereafter amended or supplemented.

FOURTH: The members of the corporation shall be:

A. All Owners of Lots located in The Legacy Pointe Subdivision No. 1, as provided under the Declaration of Covenants and Restrictions for the Legacy Pointe Development, to be filed with the Recorder of Lorain County, Ohio;

B. All Owners of Units located in The Legacy Pointe Condominium No. 1, and the Legacy Pointe Condominium No. 2, as provided under the Declaration of Covenants and Restrictions for the Legacy Pointe Development, to be filed with the recorder of Lorain County, Ohio;

C. All Owners of Units within any additional condominium group hereafter established within The Legacy Pointe Development; and

D. All Owners of Lots located in subsequent phases of the development that may hereafter be added to the Land included within The Legacy Pointe Development;

(herein collectively called "owners" or "members"). Each such owner, by acquiring title to a Lot condominium Unit, Residence, or other dwelling unit in the Legacy Pointe Development shall automatically become a member of the corporation. Such membership shall continue only so long as such owner has title to such Lot or condominium Unit; and the transfer of title to such Lot, condominium Unit or Residence shall automatically transfer the membership in the corporation to the transferee owner; but in no event shall Legacy Pointe, Ltd. be a member of the corporation except in its capacity as lessor of any unsold condominium Unit(s) and/or any unsold residential dwelling(s) on a Lot within The Legacy Pointe Subdivision.

Only members of the corporation who reside in such dwellings or units, or their tenants who reside in such dwellings or units, and the immediate families residing with them and permitted guests of such residents may use the recreational facilities owned or operated by the corporation; and all such use shall be subject to and in accordance with the rules and regulations from time to time adopted by the Board of Trustees of the corporation; but nothing herein contained shall prohibit The Legacy Pointe, Ltd., its successors and assigns, from utilizing the recreational facilities owned or operated by the corporation for promotional purposes for the further sale and development in The Legacy Pointe Subdivision.

FIFTH: The following persons, having their addresses set forth opposite their respective names, shall be the initial Trustees of the corporation, and shall serve as such until their successors are appointed as provided in the By-Laws.

H.R. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
Brett C. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
Barry J. Edelstein	420 Avon Belden Road Avon Lake, Ohio 44012

Richard H. Mayr	420 Avon Belden Road Avon Lake, Ohio 44012
Craig R. Steiner	420 Avon Belden Road Avon Lake, Ohio 44012

SIXTH: After the corporation has been organized, and the Declaration of Covenants and Restrictions for the Legacy Pointe Development has been filed with the Lorain County Recorder, the Board of Trustees shall consist of five (5) persons, who shall be appointed as provided in the By-Laws.

SEVENTH: The members of the corporation shall pay an annual assessment to the corporation which shall be equal to the cost of the maintenance, repair, taxes and assessments, insurance premiums and all other expenses incurred by the corporation for the operation, maintenance, care and use of the recreational facilities, general common areas and other facilities to be maintained by the corporation, which shall include reasonable reserves from time to time established by the Board of Trustees for replacement and/or renovation of the corporation's storm water detention facilities, recreational facilities and other property; and all of such annual assessments shall be paid by the members as, when and in the amount determined by the Board of Trustees.

In the event that the corporation is required to make expenditures for extraordinary repair, replacement, renovation or expansion of all or any part of the recreational facilities, general common areas or other property of the corporation, or in the event there is a deficit between actual operating expenses and the amount of annual assessments collected therefor, then, in that event, the Board of Trustees of the corporation shall have the right to levy special assessments against all the members of the corporation. Assessments shall be computed by the Board of Trustees, and such assessments shall be paid proportionately by the members of the corporation, based upon the total number of Lot Owners, condominium unit owners at that time comprising membership of the corporation.

EIGHTH: No part of the income of the corporation shall inure to the benefit of any member, trustee or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes); and no trustee or officer of the corporation shall be entitled as such to a share in the distribution of any of the corporate assets; and the same shall be fairly distributed to the members of the corporation as then determined by the Board of Trustees based upon the prior assessments, if any, or if there have been no assessments, proportionately to the members, based upon the total number of

Lot Owners, condominium unit owners at that time comprising membership of the corporation.

NINTH: No sale of all or substantially all of the assets of the corporation shall be taken and had without the concurrence and assent of the members of the corporation having no less than seventy-five percent (75%) voting interest in the corporation; and no such sale may be made prior to January 1, 2016, without the prior written consent of Legacy Pointe, Ltd., its successors and assigns.

TENTH: These Articles of Incorporation may be amended as provided by law and by the affirmative vote of seventy-five percent (75%) of the members of the Corporation entitled to exercise the voting power of the Corporation.

ELEVENTH: The existence of the Corporation shall be perpetual.

TWELFTH: The Corporation shall provide indemnification to its officers, trustees and other individuals as follows:

A. The Corporation shall, in the case of any person who is or was an officer or Trustee and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise, against expenses, including reasonable attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe that such person's conduct was unlawful.

B. The Corporation shall, in the case of any person who is or was an officer or Trustee, and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including reasonable attorneys' fees, actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that, the Court of Common Pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses as the Court of Common Pleas or such other court shall deem proper.

C. To the extent that a director, Trustee, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to herein above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including reasonable attorneys' fees, actually and reasonably incurred by him in connection therewith.

D. Any indemnification under Sections (a) and (b) above unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (a) by a majority vote of a quorum consisting of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation, or any person to be indemnified within the past five (5) years, or (c) by the Members of the Corporation holding a majority of its

voting power, or (d) by the Court of Common Pleas or the court in which such action, suit, or proceeding was brought. Any determination made hereunder by the disinterested Trustees or by independent legal counsel shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Corporation and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

E. Expenses, including reasonable attorneys' fees, incurred in defending any action, suit or proceeding referred to in Sections (a) and (b) above, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized herein.

F. The indemnification provided by this Twelfth Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Articles of Incorporation, the Declaration, or the By-Laws for this Corporation or any agreement, vote of the members of the Corporation or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

G. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Twelfth Article.

H. As used in this Twelfth Article, references to the Corporation include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was a Trustee, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such a constituent corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or

for profit, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Twelfth Article with respect to the new or surviving corporation as such person would if such person had served the new or surviving corporation in the same capacity.

IN WITNESS WHEREOF, the undersigned, H. R. Kopf, as the incorporator, has hereunto subscribed his name this 2nd day of November, 2001.

H. R. KOPF, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Legacy Pointe Recreational Association, Inc., hereby appoints Barry J. Edelstein, a natural person and resident of the State of Ohio, as its Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the Agent is 420 Avon Belden Road, Avon Lake, Ohio 44012.

Date: Nov 2, 2001

H.R. KOPF, Incorporator

ACCEPTANCE:

The undersigned, Barry J. Edelstein, hereby accepts the foregoing appointment as Statutory Agent for the corporation, upon whom process, tax notices, or demands may be served.

Date: Nov 2, 2001

BARRY J. EDELSTEIN

EXHIBIT 3

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Club By-Laws"

BY-LAWS

OF

THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

Prepared by:

Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

F:\KRR\KOPP\Legacy Pointe\Legacy Pointe, Recreation Asso, By laws 1-15-02.wpd
January 18, 2002

TABLE OF CONTENTS

ARTICLE I. THE ASSOCIATION 1
1.01 Name and Nature of Association. 1
1.02 Membership 1
1.03 Voting Rights. 3

ARTICLE II. BOARD OF TRUSTEES 3
2.01 Number and Term of Office. 3
2.02 Voting Rights. 3
2.03 Manner of Admission. 3
2.04 Termination of Trusteeship. 4
2.05 Resignation. 4

ARTICLE III. POWERS OF TRUSTEES 4
3.01 General. 4
3.02 Annual Assessments for Dues. 6
3.03 Special Assessments. 6
3.04 Due Dates of Assessments. 6

ARTICLE IV. MEETINGS OF TRUSTEES 7
4.01 Annual Meetings. 7
4.02 Special Meetings. 7
4.03 Notices of Meetings. 7
4.04 Quorum. 7
4.05 Proxies. 7
4.06 Action by Trustees Without a Meeting. 8

ARTICLE V. OFFICERS 8
5.01 Officers. 8
5.02 Removal. 8
5.03 Vacancies. 8
5.04 Duties. 8

ARTICLE VI. MISCELLANEOUS 9
6.01 Books and Records. 9
6.02 Fiscal Year. 9
6.03 Waiver of Notice. 9

ARTICLE VII. AMENDMENTS 9
7.01 Amendment of By-Laws. 9
7.02 Amendment of Articles of Incorporation. 10

BY-LAWS
OF
THE LEGACY POINTE
RECREATIONAL ASSOCIATION, INC.

The within By-Laws are executed pursuant to Chapter 1702 of the Ohio Revised Code by the five initial Trustees, as provided in the Articles of Incorporation of The Legacy Pointe Recreational Association, Inc. The purpose is to provide for the establishment of a management association to manage the General Common Areas, Recreational Areas and Recreational Facilities constructed withing the Legacy Pointe Development Recreational Area, and for the other purposes set forth in the Articles of Incorporation.

Except as otherwise provided in these By-Laws, and except as the context otherwise requires, all terms and/or words used herein which are defined in the Master Declaration of Covenants and Restrictions for Legacy Pointe Subdivision No. 1, the Homeowners' Declaration of Covenants and Restrictions for Legacy Pointe Subdivision No. 1, the Declaration of Condominium Ownership for The Legacy Pointe Condominium No. 1, and/or the Declaration of Condominium Ownership for The Legacy Pointe Condominium No. 2 (hereinafter jointly called the Declarations") have the same meaning herein as set forth therein. Where the context requires, references to "Lots," mean each and every Lot in the Legacy Pointe Development.

All present or future Owners of Residences and Lots (other than Developer, Legacy Pointe, Ltd., [except in its capacity as lessor of any unsold Condominium Unit(s) or Residential Dwellings(s), as provided in the Declarations]), or tenants or their employees, or any other person who might use the Recreational Facilities of the Legacy Pointe Development, in any manner, shall be subject to the covenants, provisions and regulations hereafter adopted. The mere acquisition or rental of any Condominium Unit, Lot or other Residence within the Legacy Pointe Development, or the mere act of occupancy of any such Condominium Unit or Residential Dwelling, will constitute acceptance and ratification of these By-Laws.

ARTICLE I. THE ASSOCIATION

1.01 Name and Nature of Association. The association shall be an Ohio corporation not for profit called The Legacy Pointe Recreational Association, Inc. (hereinafter called the "Club").

1.02 Membership. The number of members of the Club shall be two hundred forty-one (241) (as such number may be adjusted due to changes in the number Condominium Units, Lots and/or other Residences developed and/or due to the sale by the Developer of any Lots), consisting of:

(a) Each of the owners of the forty six (46) Lots (as such number may be adjusted) in The Legacy Pointe Subdivision No. 1, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter called "Homeowners");

(b) Each of the owners of the thirty five (35) Lots in future phases of the Legacy Pointe Development, currently anticipated to be known as Legacy Pointe Subdivision No. 2 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(c) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 1, (maximum of 45 units), who are Members of Legacy Pointe Condominium No. 1 Unit Owners' Association, Inc. (hereinafter called "Group A Unit Owners); and

(d) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 2, (maximum of 35 units), who are Members of The Legacy Pointe Condominiums No. 2 Unit Owners' Association, Inc. (hereinafter called "Group B Unit Owners); and

(e) Each of the owners of the contemplated units in The Legacy Pointe Condominium Group C (maximum of 56 units), who are Members of The Legacy Pointe Condominium Group C Unit Owners' Association, Inc. (hereinafter called "Group C Unit Owners); and

(f) Each of the owners of the contemplated units in The Legacy Pointe Condominium Group D (maximum of 24 units), who are Members of The Legacy Pointe Condominium Group D Unit Owners' Association, Inc. (hereinafter called "Group D Unit Owners); and

(herein collectively called "owners" or "members"). Each such owner, by acquiring title to a Condominium Unit, Lot or other Residence in the Legacy Pointe Development, shall automatically become a member of the Club; and the transfer of title to such Lot, Unit or other Residence shall automatically transfer the membership in the Club to the transferee owner. The owner of each Lot within the Legacy Pointe Development shall become a Club member regardless of whether or not a residential dwelling has been constructed on such Lot. In the event a residential dwelling is constructed on more than one Lot the Owner of the residence shall pay a separate assessment for each Lot. For the purpose of this section a Residence shall include, but not be limited to, any Condominium Unit, or any single family dwelling constructed on one or more Lots, or any single family dwelling unit constructed as a individual residential dwelling within a building containing two or more individual dwelling units, or a single family dwelling constructed as a separate unit within a group of cluster homes.

In no event shall Developer be a member of the Club or be responsible for payment of Club Dues and/or Assessments unless Developer should lease or rent any unsold Condominium Unit(s) and/or Residential Dwelling(s) within The Legacy Pointe, in which event Developer shall assume Club membership with respect to each such Condominium Unit or Residential Dwelling during the period of tenancy.

In the event fewer than a total of two hundred forty one (241) Lots, Units and other Residences are developed within the Legacy Pointe Development, then the number of members of the Club shall be as many as the sum of the Lots, Units, and other Residences within the Legacy Pointe Development.

1.03 Voting Rights. There shall be one (1) voting member for each Lot, one (1) voting member for each Condominium Unit, and one (1) voting member for each other Residence. Such voting member may be the owner or the group composed of all the owners of a Lot, Unit or other Residence, and each owner or group of owners shall be entitled to one (1) vote. The total number of votes of all voting members shall be two hundred forty-one (241), subject to adjustment as provided hereinabove.

ARTICLE II. BOARD OF TRUSTEES

2.01 Number and Term of Office. There shall be five (5) members of the Board of Trustees. Trustees need not be members of the Club. Each Trustee shall serve for a term of one (1) year, or until his successor is duly designated and qualified.

2.02 Voting Rights. Each Trustee shall be entitled to one (1) vote, the total of votes of all voting Trustees being five (5).

2.03 Manner of Admission.

(a) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.

(b) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.

(c) The fifth (5th) Trustee shall be appointed by the Board of Trustees of the Condominium Group Parcel A Unit Owners' Association (or, from and after the time more than one Condominium Group Parcel Unit Owners' Association has been established, then the fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.

(d) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have the right to appoint the fourth (4th) and fifth (5th) Trustees, one (1) representing the Homeowners' Association(s) and one (1) representing the Condominium Group Parcel(s) Unit Owners' Associations.

(e) After October 1, 2026, or at such earlier time as Legacy Pointe, Ltd., has waived its right to appoint three of the five Trustees in accord with the provisions of Section 13.02(b) of the Master Declaration, the Lot Owners, as a class, shall be entitled to elect two (2) Trustees of the Club, and the Owner of Units and other Residences (except for the Owners of Residences constructed on Lots), as a class, shall be entitled to elect a total of two (2) Trustees. The Trustees shall be elected and/or appointed as provided in the Club By-Laws. The fifth Trustee shall be appointed by Legacy Pointe, Ltd., its successor or assignee.

2.04 Termination of Trusteeship. The Trustees, by affirmative vote of four-fifths (4/5ths) of the voting power of the Board of Trustees, may suspend or expel a Trustee for cause after an appropriate hearing; and, by majority vote of those present at a legally constituted meeting, may terminate the trusteeship of any Trustee who becomes ineligible for membership. The successor to any such expelled Trustee shall be appointed by the entity which appointed the expelled Trustee.

2.05 Resignation. Any Trustee may resign by filing a written resignation with the Board of Trustees. The successor to any such resigning Trustee shall be appointed by the entity which appointed the resigning Trustee.

ARTICLE III. POWERS OF TRUSTEES

3.01 General. The Club, through a majority of its Trustees, may take such steps or actions as are necessary to protect and preserve the Club Facilities, consisting of The Legacy Pointe Recreational Area and Recreational Facilities located thereon. In addition to the Recreational Area and the Recreational Facilities, the Club will be responsible for the maintenance and upkeep of the Island Areas, Hubs, General Common Areas and identification

areas, if any. The Trustees may further adopt such uniform rules and regulations governing the use and enjoyment of the Recreational Facilities and General Common Areas, and shall have the right to levy annual Dues and special Assessments which may be necessary for maintenance, improvement or other capital expenditures or for emergency operating, maintenance and repair costs.

In addition to the Recreational Area, the Recreational Facilities and the General Common Area, the Club will be responsible for the maintenance and upkeep of all Hub and Island Area and entry way landscaping and plantings throughout the Legacy Pointe Development; and, further shall be responsible for the repair, maintenance and upkeep of the grass, trees, shrubs, other plantings, if any, pilasters, signs and structures installed or to be installed by the Developer in the Legacy Pointe Development entrances and public rights-of-way. The Club hereby assumes and agrees to be responsible for any and all duties and obligations imposed by the provisions of any agreement now or hereafter existing between the Developer and the City of Avon Lake for the installation of landscaping and other improvements and structures within the Legacy Pointe Subdivision public rights-of-way. The Trustees shall have the authority at any time or times to execute on behalf of the Club any and all formal documents of assumption thereof, thereby relieving the Developer of any further duties and obligations thereunder.

The members of the Club shall pay Dues to the Club which shall be equal to the cost of the maintenance, repair, taxes and assessments, insurance premiums and all other expenses incurred by the Club for the operation, maintenance, care and use of the Recreation Area, Recreation Facilities and General Common Areas owned by the Club and other facilities and areas to be maintained by the Club, which shall include reasonable reserves from time to time established by the Trustees for replacement and/or renovation of the Recreational Area, Recreational Facilities, General Common Areas, and other Club property and facilities, if any; and all of such Dues shall be paid by each member equally, as and when, and in the amount, determined by the Trustees.

Until January 1, 2008, or until such time as two hundred (200) Residences within the Legacy Pointe Development have been sold and transferred by Legacy Pointe, Ltd. for value in arms length transactions (whichever occurs earlier), Legacy Pointe, Ltd. agrees to be responsible for payment of the difference if any, between the actual operating expenses of the Club and the amount of Dues contributed by Club members therefor. Thereafter, Legacy Pointe, Ltd, shall have no responsibility for such payment (or any other payment), and any such deficit shall be paid equally by every member of the Club.

In the event the Club is required to make expenditures for extraordinary repair, replacement, renovation or expansion of all or any part of the Club Facilities, then, in that event, the Board of Trustees shall have the right to levy special Assessments against all members of the Club. Assessments shall be computed by the Board of Trustees, and such Assessments shall be

paid proportionately by the members of the Club, based upon the total number of Lot, Unit and other Residence owners at that time comprising membership of the Club.

3.02 Annual Assessments for Dues. The annual assessments for Dues to the Club members shall be levied by the Trustees within thirty (30) days after the date of the annual meeting, in such amount as the Trustees determine, in their discretion, to be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating and capital expenditures. At the annual meeting of the Trustees, the amount of the annual assessment for Dues to be levied may be increased or decreased by the majority vote of the voting power of the Board of Trustees. Such annual Dues shall be paid annually in advance to the Club.

3.03 Special Assessments. Special Assessments may be levied by the Trustees from time to time at a meeting of the Trustees (annual or special) by the affirmative vote of a majority of the voting power of the Board of Trustees. Special Assessments may, if so stated in the Trustees' resolution authorizing such Assessment, be payable in installments over a period of years.

3.04 Due Dates of Assessments. Defaults. The annual assessment for Dues shall be due and payable by each member annually, in advance. The due date of any special Assessment or installment thereof shall be fixed in the resolution of the Trustees authorizing such Assessment, and written notice of such special Assessment or installment thereof shall be given to the Members at least thirty (30) days in advance of the due date thereof.

If the amount of the annual Dues or a special Assessment, or installment of a special Assessment, is not paid within thirty (30) days after the due date thereof, such delinquent amount shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Club may, after such thirty (30) day period, bring an action at law against any Member who is responsible for the payment of such delinquent amount, and (additionally or alternatively) may foreclose the lien against the delinquent member's Lot, Unit or other Residence; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the Association's reasonable legal fees and the costs of the action. The Club may file in the office of the County Recorder a notice of lien to evidence any delinquent Dues, Assessment or installment, but the Club shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien or other rights in and against the Lot, Unit or other Residence, or against the Owner of the Lot, Unit, or other Residence who is responsible for payment of such delinquent amount.

ARTICLE IV. MEETINGS OF TRUSTEES

4.01 Annual Meetings. The annual meeting of Trustees for the election of officers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Club or at such other place as may be designated and specified in the notice of the meeting. The first meeting of the Trustees shall be held at 8:00 p.m. on March 1, 2003, or at such other time as may be designated and specified in the notice of the meeting. Thereafter, the annual meeting of the Trustees shall be held at 8:00 p.m. on the first day of March in each succeeding year if not a legal holiday, or if a legal holiday, then on the next succeeding business day, or at such other time as may be designated and specified in the notice of the meeting.

4.02 Special Meetings. Special meetings of the Trustees may be held on any business day when called by at least two (2) Trustees. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Club by any persons entitled to call a meeting of Trustees, such officer shall forthwith cause to be given to the Trustees entitled thereto notice of a meeting to be held on a date not less than three (3) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 p.m. and shall be held at the office of the Club, or at such other place and time as shall be specified in the notice of the meeting.

4.03 Notices of Meetings. Not less than three (3) nor more that sixty (60) days before the day fixed for a meeting of the Trustees, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Club or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Trustee. If mailed, the notice shall be addressed to the Trustees at their respective addresses as they appear on the records of the Club. Notice of the time, place and purpose of any meeting of Trustees may be waived in writing, either before or after the holding of such meeting, by any Trustees, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

4.04 Quorum. Three (3) Trustees shall constitute a quorum.

4.05 Proxies. At any meeting of Trustees, a Trustee entitled to vote may vote by proxy executed in writing by the Trustee or his duly authorized attorney-in-fact or nominee. The person appointed as proxy need not be a Trustee of the Club.

4.06 Action by Trustees Without a Meeting. Any action which may be authorized or taken at a meeting of the Trustees may be taken without a meeting with the affirmative vote or approval of and writings signed by at least three (3) voting Trustees.

ARTICLE V. OFFICERS

5.01 Officers. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. The Trustees, by a majority vote, may elect or appoint such officers at the regular annual meeting of the Trustees. Any two (2) or more offices may be held by the same person, but all offices shall be held by Trustees. Each officer shall hold office until his successor has been duly elected and shall have been qualified.

5.02 Removal. Any officer elected or appointed by the Trustees may be removed by the Trustees, with or without cause, whenever in their judgment the best interests of the Club would be served thereby.

5.03 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Trustees at any time for the unexpired portion of the term.

5.04 Duties. The duties of the officers are as follows:

(a) President The President shall be the principal executive officer of the Club and shall, in general, supervise and control all of the business and affairs of the Club. He shall preside at all meetings of the Trustees. He may sign, with the Secretary or any other proper officer of the Club authorized by a majority of the Trustees, any deeds, mortgages, bonds, contracts or other instruments that a majority of the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated, either by a majority of Trustees, by these By-Laws or by statute, to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by a majority of the Trustees from time to time.

(b) Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

(c) Treasurer. If required by a majority of the Trustees, the Treasurer shall give a bond for the faithful discharge of his duties, in such sum and with such surety or

sureties as a majority of the Trustees shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Club, receive and give receipts for moneys due and payable to the Club from any source whatsoever, and deposit all such moneys in the name of the Club in such banks, trust companies or other depositories as shall be selected by a majority of the Trustees; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

(d) Secretary. The Secretary shall keep the minutes of the meeting of the Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and the seal of the Corporation, if any, and see that such seal, if any, is affixed to all documents the execution of which on behalf of the Corporation is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Trustee; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

ARTICLE VI. MISCELLANEOUS

6.01 Books and Records. The Club shall keep complete and correct books and records of account, and shall also keep minutes of the proceedings of Trustees' meetings, and shall keep at the principal office of the Corporation a record giving the names and addresses of the Trustees entitled to vote. All books and records of the Club may be inspected by any Club member, his agent or attorney, for any proper purpose at any reasonable time.

6.02 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of the same year.

6.03 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Ohio Non-Profit Corporation Law or under the provisions of the Articles of Incorporation or By-Laws of the Club, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after holding such meeting, shall be deemed equivalent to the giving of such notice. The wavier or waivers in writing shall be filed with or entered upon the records of the meeting.

ARTICLE VII. AMENDMENTS

7.01 Amendment of By-Laws. These By-Laws may be amended, repealed or added to, or new By-Laws may be adopted, by the affirmative vote of a majority of the voting Trustees

present if a quorum is present at a meeting duly called for the purpose of amending such By-Laws; provided, however, that no amendment to these By-Laws may be made without the consent of Legacy Pointe, Ltd., which would adversely affect Legacy Pointe, Ltd., its successors or assigns.

7.02 Amendment of Articles of Incorporation. The Articles of Incorporation of a Club may not be amended except by a vote of a majority of the members of the Club; and no amendment which would adversely affect Legacy Pointe, Ltd., or Legacy Pointe, Ltd.'s rights under the Articles of Incorporation may be made thereto without the prior written consent of Legacy Pointe, Ltd., its successors and assigns. No sale of all or substantially all of the assets of the Club shall be taken and had without the concurrence and assent of the members of the Club having no less than seventy-five percent (75%) voting interest in the Club; and no such sale may be made prior to October 1, 2026, without the prior written consent of Legacy Pointe, Ltd.

IN WITNESS WHEREOF, The Legacy Pointe Recreational Association, Inc. acting by and through its initial Trustees, has executed these By-Laws, this 1st day of January, 2002.

THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

By _____
H.R. Kopf, Trustee

By _____
Brett C. Kopf, Trustee

By _____
Barry J. Edelstein, Trustee

By _____
Richard H. Mayr, Trustee

By _____
Craig R. Steiner, Trustee

EXHIBIT 4

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Homeowners' Declaration of Restrictions, Reservations and Covenants for the Legacy Pointe Subdivision"

799006#1785

LEGACY POINTE

Plat 70-24 Inst # 2001-0-787602

HOMEOWNERS' DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

This Instrument Prepared by:

KENNETH R. RESAR, ESQ.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, Ohio 44052
Phone: (440) 244-5214

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
12/20/01 Tmn
DEPUTY

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS 2
1.01 ASSOCIATION 2
1.02 ASSOCIATION BOARD OF TRUSTEES. 2
1.03 ASSOCIATION BY-LAWS. 2
1.04 ASSOCIATION EXPENSES. 2
1.05 ASSOCIATION TRUSTEE. 3
1.06 CLUB. 3
1.07 CONTROL PERIOD. 3
1.08 COVENANTS AND RESTRICTIONS. 3
1.09 DECLARATION. 3
1.10 DEVELOPER. 3
1.11 GOLF COURSE. 3
1.12 GOLF COURSE PROPERTY. 3
1.13 GOLF COURSE PROPERTY OWNER. 4
1.14 LAND. 4
1.15 LEGACY POINTE DEVELOPMENT. 4
1.16 LOT. 4
1.17 MASTER DECLARATION. 5
1.18 OFFICIAL APPROVAL. 5
1.19 OWNER. 5
1.20 PLAT. 5
1.21 PRELIMINARY PLAN. 5
1.22 RECREATIONAL AREA. 5
1.23 RESIDENCE. 6
1.24 SUBDIVISION. 6
1.25 DEFINED TERMS. 6

ARTICLE II
RESTRICTIONS ON LOTS AND RESIDENCES 6
2.01 ALCOHOLIC BEVERAGES. 7
2.02 ANIMALS. 7
2.03 APPROVAL OF PLANS. 7
2.04 AVON LAKE REGULATIONS. 8
2.05 BOATS, CAMPERS, MOBILE HOMES, TRAILERS, COMMERCIAL TRUCKS AND RECREATIONAL VEHICLES. 8

2.06 BUILDING PERMITS. 8
2.07 CLOTHESLINES 8
2.08 COLOR. 8
2.09 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. 8
2.10 FENCES, HEDGES AND TREES. 9
2.11 LANDSCAPING PLAN APPROVAL. 10
2.12 LIMITATIONS ON FENCES AND HEDGES ABUTTING GOLF COURSE . 10
2.13 GARBAGE AND REFUSE DISPOSAL. 10
2.14 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS. ... 11
2.15 GENERAL RESTRICTIONS. 13
2.16 GRADES. 13
2.17 MAILBOXES/DELIVERY BOXES. 13
2.18 MOWING 13
2.19 NOXIOUS ACTIVITIES. 14
2.20 REPAIR OF VEHICLES. 14
2.21 SIGNS. 14
2.22 STORAGE OF MATERIAL. 14
2.23 RESIDENTIAL PURPOSES 14
2.24 RESTRICTIONS ON SUBDIVISION. 14

ARTICLE III
TREE LAWNS 15

ARTICLE IV
GOLF COURSE PROPERTY 15
4.01 OWNERSHIP OF THE GOLF COURSE PROPERTY. 15
4.02 QUITE ENJOYMENT OF GOLF COURSE PROPERTY. 15
4.03 NON-USE OF GOLF COURSE PROPERTY. 15
4.04 LAKES, STREAMS AND WATER BODIES. 16
4.05 MAINTENANCE OF LAKES, STREAMS AND WATER BODIES. 16
4.06 EASEMENT. 16
4.07 ASSUMPTION OF RISK ASSOCIATED WITH THE GAME OF GOLF. ... 17
4.08 NOTICE OF EXISTENCE AND OPERATION OF GOLF COURSE. 17
4.09 NON-INTERFERENCE WITH OPERATION OF GOLF COURSE. 17

ARTICLE V
ENFORCEMENT 18
5.01 OBLIGATION OF LOT OWNER. 18
5.02 RIGHT OF DEVELOPER AND/OR ASSOCIATION TO ENFORCE TERMS OF THE DECLARATION. 18

ARTICLE VI
DECLARANT'S NON-COMPLIANCE AND CONSTRUCTION OF RESIDENCES ... 19

ARTICLE VII
THE ASSOCIATION 20
7.01 ADMINISTRATION BY THE ASSOCIATION. 20
7.02 ASSOCIATION BOARD OF TRUSTEES. 20
7.03 COMPLIANCE BY OWNERS. 20
7.04 FORMATION OF THE ASSOCIATION. 20
7.05 MEMBERSHIP IN THE ASSOCIATION. 21

ARTICLE VIII
ASSOCIATION ASSESSMENTS 21
8.01 ABANDONMENT. 21
8.02 ASSOCIATION ASSESSMENTS. 22
8.03 DISPUTE AS TO ASSESSMENTS. 22
8.04 INTEREST. 22
8.05 LEGAL FEES AND COSTS OF COLLECTION. 22
8.06 LIABILITY UPON VOLUNTARY CONVEYANCE. 22
8.07 LIEN OF ASSOCIATION. 23
8.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS. 23
8.09 PAYMENT OF ASSESSMENTS. 23
8.10 PRIORITY OF THE ASSOCIATION'S LIEN. 24
8.11 RIGHTS OF FIRST MORTGAGEES. 25
8.12 SPECIAL ASSESSMENTS. 25

ARTICLE IX
OBLIGATIONS OF OWNERS 25
9.01 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS. 25
9.02 ASSOCIATION LIEN. 25

ARTICLE X
INSURANCE 26
10.01 INSURANCE LIMITATION. 26
10.02 INSURANCE. 26
10.03 RESIDENCE INSURANCE. 26
10.04 WAIVER OF SUBROGATION. 26

ARTICLE XI
REAL ESTATE TAXES AND ASSESSMENTS 27

ARTICLE XII
MISCELLANEOUS 27
12.01 ACCEPTANCE OF DEED. 27
12.02 AMENDMENTS. 27
12.03 DISTRIBUTION OF COPIES. 28
12.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS. 28
12.05 ENFORCEABILITY. 28
12.06 INTERCHANGEABILITY OF TERMS. 29
12.07 LIBERAL CONSTRUCTION. 29
12.08 LIMITATION OF LIABILITY. 29
12.09 NON-LIABILITY OF DECLARANT. 29
12.10 NON-WAIVER OF COVENANTS AND RESTRICTIONS. 29
12.11 RULE AGAINST PERPETUITIES. 30
12.12 SUBORDINATION TO LAW. 30
12.13 TITLES. 30

SCHEDULE OF EXHIBITS

Exhibit "A"	-	Legal Description of the Real Estate
Exhibit "B"	-	Reduced Size Drawing of the Plat
Exhibit "C"	-	Reduced size drawing of the Preliminary Plan

LEGACY POINTE
HOMEOWNERS' DECLARATION OF
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Homeowners' Declaration of Restrictions, Reservations and Covenants (the "Declaration") is made this 20th day of December, 2001, by Legacy Pointe, Ltd., an Ohio limited liability company (hereinafter referred to as the "Developer" or the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and hereby made a part hereof; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities of the Land (as hereinafter defined), Lots (as hereinafter defined), and Residences (as hereinafter defined) and other appurtenances, as described herein, and in connection therewith, to subject and benefit, as the case may be, the Land, Lots and Residences to the Covenants and Restrictions (as hereinafter defined), and each and all of the same are hereby declared to be and are for the benefit of the Land, Declarant and future Owners (as hereinafter defined); and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities of the Land and the Residences to establish entities which will be assigned with the powers, duties, obligations and authority for maintaining and administering each Entry Way, Hub, Island Area, General Common Area, Recreational Area, Recreational Facility, and other appurtenances within the Legacy Pointe Development, for enforcing the terms of the Master Declaration and this Declaration, and for collecting and disbursing funds to pay the Club Expenses (as defined in the Master Declaration) as provided in the Master Declaration (as hereinafter defined) and the Association Expenses (as hereinafter defined) as hereinafter provided; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities of the Land, the Lots, and the Residences to be constructed on such Lots, to establish an entity which will be assigned with the powers, duties, obligations and authority for enforcing the terms, restrictions and conditions of this Declaration.

NOW, THEREFORE, Declarant shall and does hereby declare that the Land, Lots, and Residences, are and shall be held, used, owned, occupied, transferred, sold and conveyed subject

to the Covenants and Restrictions provided in this Declaration, which Covenants and Restrictions shall run with the Land and shall be binding upon and inure to the benefit of all persons and entities having any right, title or interest in any part of the Land, their heirs, personal representatives, successors and assigns, as hereinafter set forth.

The Declarant further declares that the restrictions, reservations, limitations and covenants hereinafter set forth for the Lots, and for the Residences and other structures now or hereafter placed upon such Lots, are in addition to the restrictions and limitation set forth in the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants. In the event of a conflict between the restrictions, reservations, limitations and covenants set forth in this Declaration and those set forth in the Master Declaration, the more restrictive provision(s) shall control.

ARTICLE I
DEFINITIONS

1.01 ASSOCIATION. The term "Association" shall mean Legacy Pointe Homeowners' Association Inc. (or such other name as may hereafter be designated by the Declarant), an Ohio corporation not for profit to be organized by Declarant to provide for the administration of this Declaration and the enforcement of the Covenants and Restrictions contained in this Declaration, as hereinafter set forth.

1.02 ASSOCIATION BOARD OF TRUSTEES. The term "Association Board of Trustees" shall mean the Board of Trustees of the Association.

1.03 ASSOCIATION BY-LAWS. The term "Association By-Laws" shall mean the by-laws of the Legacy Pointe Homeowners' Association Inc., as adopted by the corporation and amended from time to time in accordance with this Declaration, the Association Articles of Incorporation and Ohio law.

1.04 ASSOCIATION EXPENSES. The term "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but without limitation:

(a) Any taxes or assessments with respect to any real or personal property owned by the Association;

(b) Any premiums for public liability and/or property insurance;

(c) Any legal and professional fees to advisers of the Association;

(d) Any management fees or charges;

(e) Any cost of performing any obligation of an Owner that such Owner has failed to perform, to the extent the Association fails to obtain reimbursement from such Owner therefor;

(f) Any cost of any service desired by the Association which is not provided by a municipality without charge to the Owners or the Association.

1.05 **ASSOCIATION TRUSTEE.** The term "Association Trustee" shall mean a member of the Association Board of Trustees.

1.06 **CLUB.** The term "Club" shall mean Legacy Pointe Recreational Association Inc. (or such other name as may hereafter be designated by the Declarant), an Ohio not for profit corporation, organized by Declarant to provide for the ownership and maintenance of the Detention Areas, General Common Areas, the Recreational Area and the Recreational Facilities to be provided or installed for the benefit of the occupants of all dwellings situated within the Legacy Pointe Development, as hereinafter set forth.

1.07 **CONTROL PERIOD.** The term "Control Period" shall mean the period commencing on the date hereof and ending on the earlier of: October 1, 2026; or, one (1) year after the date that construction of all Residences within Legacy Pointe have been completed, including Residences on additional Lots which Developer may, from time to time, elect to add to the land compromising Legacy Pointe, as provided in this Declaration.

1.08 **COVENANTS AND RESTRICTIONS.** The term "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

1.09 **DECLARATION.** The term "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.

1.10 **DEVELOPER.** The term "Developer" shall mean Legacy Pointe, Ltd, or its successors, assigns or designated representative.

1.11 **GOLF COURSE.** The golf course improvements and the golf cart paths situated on the Golf Course Property.

1.12 **GOLF COURSE PROPERTY.** Golf Course Property shall mean the land within, abutting, adjacent to, or in the vicinity of the Legacy Pointe Subdivision, which is privately owned by the Developer, its successors, successors-in-title, or assigns, upon which land there is, or shall be situated, various structures and improvements, including

but not limited to, all or any part of, (i) a golf course; (ii) golf driving range, (iii) practice putting green, (vi) golf cart paths; and (v) a clubhouse facility and golf pro shop, locker room facilities, food and beverage facilities, parking lots and other facilities which are or will be operated as a golf course. The Golf Course Property is not part of the Land, nor is it governed by the provision of this Declaration, except as expressly and specifically provided herein. No Owner or Occupant, the Club, any homeowners association nor any condominium association, shall have any rights in and to, or obligations with respect to, the Golf Course Property, except as expressly and specifically provided herein. The Golf Course Property includes, but is not limited to, the 10.1287 acre area designated as Block "E" on the Plat of the Subdivision, and the 27.5574 acre area designed as Block "G" on the Plat of the Subdivision.

1.13 **GOLF COURSE PROPERTY OWNER.** Golf Course Property Owner shall mean the record title holder, whether one or more persons or legal entities (including, specifically, the Developer) of the fee simple title to the Golf Course Property; provided, however, the Golf Course Property Owner shall be deemed to be the person or legal entity then operating the Golf Course if the Developer has entered into a contract with such person or entity to operate the Golf Course. The term "Golf Course Property Owner" shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.14 **LAND.** The term "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. Initially, the Land shall consist of the real estate described in Exhibit "A", however, specifically excluded from the real estate included as a part of the Land is any real property currently or hereafter designated as Golf Course Property. Developer shall have the right, during the Control Period, to amend this Declaration for the purpose of adding additional real estate to the Land and/or for the purpose of withdrawing real estate from the Land and thereby subject such additional real estate or withdraw such withdrawn real estate from the operation of this Declaration.

1.15 **LEGACY POINTE DEVELOPMENT.** The term "Legacy Pointe Development" shall mean the Land and all improvements thereon and appurtenances thereto.

1.16 **LOT.** The term "Lot" shall mean any plot of the Land shown as a numbered sublot upon any recorded Plat (as hereinafter defined) except that the term "Lot" shall not include any General Common Area, Recreational Area, Condominium Group Parcel, Golf Course Property or any other "Block" reflected on a recorded Plat, such as, by way of example and not by way of limitation, Block "A," Block "B," Block "C," Block "D," Block "E," Block "F," or Block "G." Developer reserves the right to amend this Declaration to change any of the references to particular Lot numbers contained herein in order to make

this Declaration consistent with any revised or amended Plat and/or any revised numbering of Lots on any revised or amended Plat.

1.17 **MASTER DECLARATION.** The term "Master Declaration" shall mean the declaration of restrictions, reservations and covenants created by the Developer for the benefit of the Owners of all Lots, Units, Residences, General Common Areas, Association Common Areas, Recreation Areas, Blocks, Condominium Group Parcels, and other Land, now or hereafter included within the Legacy Pointe Development, and titled as the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants. Such document having been recorded with the office of the Lorain County Recorder immediately prior to the recording of this Declaration.

1.18 **OFFICIAL APPROVAL.** The term "Official Approval" shall mean the written approval of Developer, or after the Control Period, the written approval of at least a majority in number of the Association Trustees.

1.19 **OWNER.** The term "Owner" shall mean any person or entity who acquires fee simple title to a Lot.

1.20 **PLAT.** The term "Plat" shall mean the drawing describing the portion of the Land and the easements encumbering the Land and appurtenant to the Land identified as Legacy Pointe Subdivision No. 1, recorded in Plat Volume 70, Pages 24 through 28, inclusive, of the Lorain County Records and as depicted on Exhibit "B"; provided however, in the event any additional real estate is added to the Legacy Pointe Development by Developer, then the term "Plat" shall include such revised or additional plat(s) as are hereafter recorded with any revisions or changes, as the same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

1.21 **PRELIMINARY PLAN.** The term "Preliminary Plan" shall mean the drawing depicting the general plan for the development of the parcels of real property contemplated to be a part of the preliminary phases of the Legacy Pointe planned unit development. A reduced sized copy of the preliminary plan has been designated as Exhibit "C" to this Declaration and is attached hereto.

1.22 **RECREATIONAL AREA.** The term "Recreational Area" shall mean that portion of the Land, if any, the Declarant hereafter specifically designates and sets aside for the recreational use of the Owners of Residences located within the Legacy Pointe Development and their authorized tenants and invited guests. The Recreational Area will be more fully specified and described at such time as the plat for the portion of the development wherein the recreation area is located is filed for record in the Lorain County Recorder's Office. Although the Declarant currently anticipates that a

Recreational Area will hereafter be established within a phase of the Legacy Pointe Development not currently shown on the Preliminary Plan, nothing herein shall impose any obligation, burden or duty upon the Declarant to establish a recreation area in any specific location or of any minimum size, nor does it impose any obligation, burden or duty upon the Declarant to install or construct any recreational facilities.

1.23 RESIDENCE. The term "Residence" shall mean each single family dwelling from time to time constructed within the Legacy Pointe Development, whether it is a single family home, a residential condominium unit, a detached cluster home, or a single family dwelling within an apartment building or attached cluster home. Although the current plan for the Legacy Pointe Development contemplates that two hundred and forty one (241) Residences will be included within the first three phases of the Legacy Pointe Development, additional land and phases may be added to the development and more than two hundred and forty one (241) Residences may be included in the Legacy Pointe Development so long as the applicable zoning laws of the City of Avon Lake are complied with and the required governmental variances, permits and approvals are obtained.

1.24 SUBDIVISION. The term "Subdivision" shall mean the Legacy Pointe Subdivision No. 1, and future phases and condominium groups which will be made a part of the Legacy Pointe Development, in the City of Avon Lake, Lorain County, Ohio. There are currently 81 single family residential Lots contemplated within the initial two phases of the Subdivision and a combined total of 160 Condominium Units and other Residences contemplated within the initial three phases of the Subdivision. However, Developer has the right to amend the Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association, to expand or to reduce the number of Lots within the Subdivision and the number of voting members of the Association. The Developer has not yet determined the size, style and number of all of the proposed single family homes and Condominium Units. The Developer intends to develop and plat the Subdivision in phases, and to record the Declaration for each phase of Lots at the time each such phase is developed.

1.25 DEFINED TERMS. Any word or term that is referred to in this Declaration, but is not otherwise defined herein, shall have the meaning of such word or term in accordance with the definition of such word or term as set forth in the Master Declaration.

ARTICLE II
RESTRICTIONS ON LOTS AND RESIDENCES

The restrictions, reservations, limitations and covenants hereinafter set forth for the Land, the Lots, and the Residences and other structures now or hereafter placed upon such Lots, are in

addition to the restrictions and limitation set forth in the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants. In the event of a conflict between the restrictions, reservations, limitations and covenants set forth in this Declaration and those set forth in the Master Declaration, the more restrictive provision(s) shall control.

2.01 ALCOHOLIC BEVERAGES. No spirituous, vinous and/or fermented liquor shall be manufactured (except so called "home manufacture" for on-premises consumption by the Owner) or sold, either at wholesale or retail, upon any part of the Land, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Land. This provision shall not be applicable to any portion of the Golf Course Property or any portion of the Land that may hereafter be designated as part of the winery property or otherwise licensed by the State of Ohio as part of the premises authorized to manufacture or produce wine.

2.02 ANIMALS. No horses, chickens or other fowl, livestock or other animals of any kind shall be raised, kept, harbored, or permitted upon any Lot or within or upon any Residence constructed upon any Lot, except that common household pets (such as domestic birds, dogs and cats) may be kept upon a Lot, or within or upon any Residence constructed upon a Lot, provided that they are not kept, bred, or raised thereon for commercial purposes.

2.03 APPROVAL OF PLANS. No building or structure, nor any addition thereto, nor alteration thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot or other parcel of Land within the Legacy Pointe Development unless and until the size, location, type, style, exterior shape, height, materials of construction thereof, the exterior color scheme therefor, the grading plan (including the grade elevations of the Residence), and a plot plan showing the proposed locations of the Residence or structures on the Lot, and the plans and specifications for the Residence and/or structure (collectively, the "Plans"), shall have received Official Approval from the Developer or (after the Developer's Control Period has ended) the Club. The Association, with the consent of the Club, and subject to the restrictions set forth in this Declaration and the restrictions set forth in the Master Declaration, may act as the Club's agent for the purpose of granting Official Approval under this section on matters related to Lots and the Residences located upon such Lots. A true copy of the Plans shall be lodged permanently with the entity granting Official Approval. No building or structure, nor any addition thereto or exterior alteration thereof, except such as conform to the approved Plans, shall be erected, altered, reconstructed, placed or suffered to remain within the Legacy Pointe Development unless Official Approval is obtained therefor. All landscaping with respect to a Lot, as reflected in the approved Plans, shall be promptly completed, or as soon thereafter as weather and soil conditions permit, after the Residence on such Lot has been completed.

2.04 AVON LAKE REGULATIONS. An Owner who acquires title to a Lot or Residence shall take such Lot or Residence subject to all applicable restrictions, limitations and requirements (collectively, the "Provisions") of the City of Avon Lake, including the City of Avon Lake Zoning Code (the "Zoning Code"), as it currently exists or is hereafter amended. Where the applicable Provisions or the Zoning Code are more restrictive than those contained in this Declaration, the applicable Provisions or the Zoning Code, shall prevail, and where the provisions contained in this Declaration are more restrictive than the applicable Provisions or the Zoning Code, the provisions of this Declaration shall prevail.

2.05 BOATS, CAMPERS, MOBILE HOMES, TRAILERS, COMMERCIAL TRUCKS AND RECREATIONAL VEHICLES. No boats, campers, mobile homes, trailers, commercial trucks, recreational vehicles or the like shall be parked or stored between the hours of 1:00 a.m. and 8:00 a.m. either (i) on any street or driveway within Legacy Pointe or (ii) otherwise outside of any Residence on a Lot. The foregoing parking and storage restrictions shall not apply to the parking or storage of construction vehicles and equipment reasonably necessary to construct any Residence or other improvement in or to the Legacy Pointe Development.

2.06 BUILDING PERMITS. No building permit shall be sought from a governmental authority for the construction or alteration of any structure within the Legacy Pointe Development unless and until the applicant has filed with the required governing authority the Plans, which Plans must, when filed, show the receipt of Official Approval. Notwithstanding the foregoing, construction undertaken by Developer shall not be required to have Official Approval.

2.07 CLOTHESLINES. No outside clothesline or drying yard shall be permitted on any Lot.

2.08 COLOR. Developer shall approve the color for the exterior of each building and Residence within the Legacy Pointe Development. No Owner may change the color of the exterior of a building or Residence without Official Approval, which Official Approval may not be unreasonably withheld.

2.09 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. With the exception of the business of the Declarant in developing, constructing and selling the Lots and Residences, no industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, whether or not designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot or Residence; provided, however, an Owner may incidentally use an immaterial portion of such Owner's Residence for such Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Owner, that such use does not result in any Residence becoming principally an office, school or studio

as distinct from a Residence, that such use is not advertised, listed or otherwise held out to be a business office to the general public and that there is no indicia visible from the exterior of the Residence which could indicate that the same is being utilized other than as a Residence. However, in no event, shall a day care center be operated from any Residence. Nothing in this section shall be deemed to place any restrictions on the use, maintenance, repair, modification or redesign of all or any portion of the Golf Course or any portion of the Golf Course Property or facilities. .

2.10 **FENCES, HEDGES AND TREES.** Except: (i) as provided in this Section 2.10, and (ii) for Recreational Areas and Entry Ways, no natural, artificial or manmade fence, hedge, wall (other than a wall which is part of the Residence), trellis, arbor or any similar natural, artificial or manmade means of screening or physically separating one or more Lots or Residences from any other Lot or portion of the Land, or from any portion of the Golf Course Property, shall be Permitted without first obtaining Official Approval. Notwithstanding the foregoing, the Owner of a Lot shall be permitted to screen with living trees or shrubs, to the extent necessary for reasonable privacy, any permanently installed in-ground swimming pool and any patio or deck which abuts or is a attached to a Residence. The Owner of any Lot may also plant evergreen trees (such as spruces, hemlocks, pines, furs, and other similar types of evergreen trees) to provide a physical or visual block between Lots. However, the rights enumerated in this section are subject to the additional limitations and restrictions set forth in Section 2.11, Section 2.12 and Section 2.13 of this Declaration and Section 2.11 of the Master Declaration. As set forth in the Master Declaration, the Club, in addition to the general limitations set forth therein, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of any permitted fence, hedge, wall, trellis arbor or similar items and the extent and types of screening and other landscaping permitted or required. The Association, in addition to the limitations and restrictions set forth in the Master Declaration, this Declaration, and in any regulations which may be adopted by the Club pursuant to the authority set forth in the Master Declaration, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of those fences, hedges, walls, trellis arbors or similar items which are otherwise permitted pursuant to this Declaration and the Master Declaration, and the extent and types of screening and other landscaping permitted or required. The Association may also adopt rules, regulations, procedures and guidelines which must be followed to obtain the Association's approval of for the installation of a permitted fence, hedge, wall, trellis, arbor or similar item, including, but not limited to, information regarding the size and type of drawings and other information which must be submitted in order to obtain Official Approval from the Association. However, in no event, shall any fence be erected or located within the area of any front, side or rear yard or in any location which would be in violation of the City of Avon Lake Zoning or Building Code or impede access to or from the Golf Course Property.

2.11 LANDSCAPING PLAN APPROVAL. In addition to the other provisions set forth in this Article, the landscaping for any Lot which is adjacent to any portion of the Golf Course Property shall, for that portion of such Lot, which is within ten (10) feet of the Golf Course Property, be in general conformity with the overall landscaping plan of the Golf Course, and shall be subject to the Golf Course Property Owner's prior right of approval, which approval shall not be unreasonably withheld or delayed.

2.12 LIMITATIONS ON FENCES AND HEDGES ABUTTING GOLF COURSE. In addition to the limitations set forth in the Master Declaration no fence or hedge of any type (except as otherwise hereinafter set forth below in this section 2.12), shall be allowed in the rear yard or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40 or within (10) ten feet of the southern boundary line of Lot 41. In limited situations a fence may be erected on the Lots designated above if the Lot is also a Lot upon which an in-ground pool is allowed pursuant to Section 2.14(d) of this Declaration, a pool is actually installed on such Lot, and the fence is installed in accordance with the limitations set forth in the Master Declaration and the additional limitations set for in this Declaration. Any fence installed in accordance with this section must also be in general conformity with the landscaping plan of the golf course and shall be in conformity with any rules and guidelines which may hereafter be adopted by the Club or the Association for fences and hedges on Lots within the Legacy Pointe Development. Prior to the installation of any fence, hedge or other structure pursuant to this section the Owner of the Lot must first obtain Official Approval and the prior written approval of the Golf Course Property Owner. In order to obtain Official Approval the Owner proposing a fence, hedge or other structure must provide drawings and any other relevant information to the Club and/or the Association, and the Golf Course Property Owner which shows the height, location, layout, style, design, materials and color of any proposed fence, hedge or other structure.

2.13 GARBAGE AND REFUSE DISPOSAL. No owner, occupant or tenant of any Lot or Residence shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, exterior portion of a Residence, or any other exterior portion of the Legacy Pointe Development, including but not limited to, the Recreational Area, the Detention Area, the General Common Area, any public street, other public property, or in any water course, stream or creek, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Lot Owner. A Lot Owner, occupant or tenant may keep such garbage and refuse as shall necessarily accumulate from the last garbage or rubbish collection, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the applicable Association, which containers and refuse, except for the period commencing at dusk on the day prior to the day scheduled for garbage and rubbish collection and thereafter throughout the day scheduled for garbage and rubbish collection for such Lot, shall be kept from public view.

As used in this Article, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, grass clippings, waste paper and paper products, and other combustible materials or substances no longer in use, or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or, if unused, those discarded or abandoned.

As used in this Article, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of person or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind, the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

2.14 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS.

(a) No oil or gas well or derrick shall be drilled or maintained upon any part of the Land. No elevated or exterior tank of any kind shall be erected, placed or permitted upon any part of the Land.

(b) Except for one (1) ordinary television reception antenna which does not project more than five (5) feet above the top of the highest roof line of the Residence and except for one (1) satellite dish for the Residence that does not exceed eighteen inches in diameter and is substantially screened from view so it is not readily visible from the street or by the adjoining property owners, no exterior aerial, satellite dish or antenna, including short-wave, television or radio, shall be permitted on any Lot.

(c) Except as otherwise provided in this Section 2.14(c), no carport, detached garage, tent, tree house, tree fort, detached utility shed, barn, shack, temporary building, outbuilding or guest home of any kind, shall be erected, placed or suffered to remain upon any Lot [except for pools and related structures permitted in accord with Section 2.14(d)]; provided, however, Developer and those persons, firms or corporations employed by Developer shall have the right to erect temporary

structures to accommodate construction and/or sales activities with respect to the development and marketing of all or any part of the Legacy Pointe Development. Further, nothing herein contained shall prohibit the installation of a decorative "gazebo", in the rear yard of any Lot if Official Approval for such gazebo, including the Plans (as hereinafter defined) therefor is first obtained.

(d) No above-ground pools having a diameter in excess of eight (8) feet shall be permitted on any Lot. No swimming pool of any kind, or any deck, patio, walkway or fence surrounding or adjacent to such pool, may be located within ten (10) feet of any Lot line. No pool of any type shall be allowed on any Lot, except on those Lots hereinafter designated as Lots upon which a pool is permitted. Pools may only be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, and 42 thru 46. Any swimming pool permitted pursuant to this paragraph may be located only in the rear yard of a Lot. All apparatus relating to an in-ground swimming pool, such as pumps, filters or other machinery must be housed in the Residence or in a building or structure attached to the Residence. Prior to the installation of any in- ground pool the Owner of the Lot on which a pool is to be constructed shall obtain approval from the Board for the size, shape, location and landscaping of the pool and of any fence to be used or constructed in conjunction with such pool. Any Owner who does not obtain prior approval from the Board, or having obtained approval, fails to construct or maintain the improvements in accord with the approved plan, shall, at the Owner's sole cost and expense, remove the pool and all related improvements, install and maintain the improvements in accord with the plans approved by the Board, or make such revisions or install such additional structures, fencing and landscaping as the Board directs.

(e) No trampoline shall be permitted on any Lot or other portion of the Land.

(f) No jungle gym, swing set, monkey bar, slide, climbing rope, rope swing, rope ladder, suspension bridge, or other type of playground equipment (all of which is hereafter collectively referred to as "Playground Equipment") shall be allowed on any Lot, except as hereinafter allowed. No Playground Equipment of any kind may be located within ten (10) feet of any Lot or property line nor may any such equipment be located within twenty five feet (25) of any portion of the Golf Course Property. The primary components and structural framework of all Playground Equipment shall be constructed of wood or other materials which have been manufactured to have an appearance similar to the appearance of wood. All Playground Equipment shall be stained or painted in subdued natural colors. No bright colored materials of any type shall be permitted. All Playground Equipment shall be screened with evergreen trees, shrubs, bushes, landscaping and other plantings which substantially screen such equipment from the view of

those individuals who use or reside on the adjoining and surrounding property. It is the intent of this section that any Playground Equipment hereafter placed upon any Lot or other portion of the Land shall have an esthetically pleasing appearance, and shall, to the extent possible, blend with the surrounding landscaping and structures. All Playground Equipment shall be maintained in superior condition at all times. The Association, in addition to the limitations set forth in this Declaration, the Master Declaration, and any rules, regulations and guidelines adopted by the Club, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of permitted Playground Equipment and the extent and types of screening and other landscaping required in conjunction with Playground Equipment.

2.15 **GENERAL RESTRICTIONS.** No Residence shall be erected, altered, placed, or suffered to be upon any Lot unless such Residence shall meet the applicable requirements of this Article II.

2.16 **GRADES.** Declarant, during the Control Period, and thereafter the Board of Trustees of the Club, shall have the exclusive right to establish grades and slopes on any part of the Land and to fix the grade at which any building or structure hereafter shall be erected or placed upon any part of the Land so that the same may conform to a general plan wherein the established grade and slope of Lots are part of the improvements, so that the same correspond to the grade of the portion of the Land on either side, having due regard for the natural contours and drainage of that portion of the Land.

2.17 **MAILBOXES/DELIVERY BOXES.** No mailbox or newspaper box shall be erected or placed on any Lot other than the mailboxes erected by Developer. Except as otherwise required by the United States Postal Service or any successor agency, no mailbox erected by Developer shall be altered without Official Approval. Except for the mailbox permitted hereby, no delivery box (whether for newspapers or otherwise) shall be erected or placed on any Lot without Official Approval. Any mailbox erected or placed upon any Lot or Private Tree Lawn without Official Approval may be removed by the Developer or the Association at the Owner's cost. The Developer, during the Developer Control Period, and the Association, after the Developer Control Period, may adopt rules and regulations which set forth the size, type, color and manufacturer of mailboxes permitted within the Legacy Pointe Development.

2.18 **MOWING.** The owner of each Lot shall mow, or cause to be mowed, all grass or other vegetation thereon to a height of six (6) inches or less. This restriction shall not include trees, decorative landscaping, ground cover, garden plants and vegetable gardens. This restriction shall not apply to any Lot owned by the Developer until such time as a Residence has been constructed on such Lot. The Association may adopt rules, regulations and guidelines regarding the type, location, appearance and minimum and

maximum percentage coverages for those portions of a Lot allocated to grass, decorative landscaping, ground covers, garden plants and vegetable gardens.

2.19 **NOXIOUS ACTIVITIES.** No noxious or offensive activity shall be carried on upon or within any Residence or Lot, nor shall any Lot or Residence be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the neighborhood.

2.20 **REPAIR OF VEHICLES.** No powered vehicle of any kind shall be constructed or repaired on any Lot or other portion of the Land, except for normal maintenance performed by an Owner entirely within the garage that is appurtenant to the Residence of such Owner.

2.21 **SIGNS.** No sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot or other portion of the Land. Notwithstanding the foregoing, Developer and any person, firm and/or corporation approved by Developer shall have the right to engage in commercial construction, marketing, leasing and sales activities, including, but not limited to, the maintenance of such signs on the Land as Developer or such approved entity may deem advisable.

2.22 **STORAGE OF MATERIAL.** No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Land, except normal residential accumulation pending pick-up (as set forth below), reasonable amounts of racked firewood for normal residential use and building materials during the course of construction or reconstruction of any approved building or structure.

2.23 **RESIDENTIAL PURPOSES.** Each Lot shall contain only one Residence, which Residence shall be used solely and exclusively for one single-family, private family dwelling with an attached garage.

2.24 **RESTRICTIONS ON SUBDIVISION.** No portion of a Lot shall be subdivided unless and until a Plat showing such proposed subdivision shall have first received Official Approval. Before any such subdivision becomes effective, the Plat for the same must have endorsed thereon evidence of Official Approval. The Plat showing such approval must be recorded in the Recorder's Office of Lorain County, Ohio.

ARTICLE III
TREE LAWNS

The Owner of each Lot shall be responsible for all maintenance and care of the tree lawn abutting such Owner's Lot. The Association shall be responsible for all maintenance and care of the tree lawn abutting any block or other property owned by the Association.

ARTICLE IV
GOLF COURSE PROPERTY

4.01 OWNERSHIP OF THE GOLF COURSE PROPERTY. The Declarant, or its successors and assigns, shall retain ownership of the 10.1287 acre parcel of land designated as Block "E" and the 27.5574 acre parcel of land designated as Block "G"on the Plat of the Legacy Pointe Subdivision No. 1. The entire Block "E" and Block "G" areas are hereby designated as Golf Course Property by the Declarant. The Declarant, it successors, assigns, and successors in title, shall be the sole, absolute and unconditional owner of the Golf Course Property, including, but not limited to Block "E" and Block "G" (subject to the easements shown on any recorded Plat of any current or future phase of the Legacy Pointe Development), as well as the sole, absolute and unconditional owner of any equipment, systems, facilities or other improvements located thereon, which Developer has installed or may hereafter install in, upon or under the Golf Course Property. No person or entity by reason of their ownership of a Lot, Unit, other Residence or Block in the Legacy Point Subdivision shall obtain any ownership rights in, or have any right or economic interest in or to, the Golf Course, the Golf Course Property and/or to its facilities and/or the use or enjoyment thereof except as may otherwise be set forth in this Declaration.

4.02 QUITE ENJOYMENT OF GOLF COURSE PROPERTY. Owners of Lots, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course located on the Golf Course Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the Golf Course, picking up golf balls, or similar interference with play.

4.03 NON-USE OF GOLF COURSE PROPERTY. Use of the Golf Course Property is only available to customers, guests and invitees of the Golf Course Property Owner.

Ownership of a Lot or other property within Legacy Pointe does not give to any Owner a vested right or easement, prescriptive or otherwise, to enter upon or use the Golf Course Property or the Golf Course cart paths and does not grant any ownership or membership interest in the Golf Course or Golf Course Property.

4.04 LAKES, STREAMS AND WATER BODIES. All lakes, ponds, and streams within the Golf Course Property, are for the primary use and benefit of the Golf Course Property Owner, including, but not limited to, the use by the Golf Course Property Owner, of the water collected within the lakes, ponds or streams within the Legacy Pointe Development for irrigation of the Golf Course Property. Owners of Lots, as well as their families, tenants, guests, invitees and pets shall have no right to the use of any such lake, pond or stream, without the prior consent of the Golf Course Property Owner. Neither the Declarant, the Developer nor the Golf Course Property Owner shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Golf Course Property.

4.05 MAINTENANCE OF LAKES, STREAMS AND WATER BODIES. All lakes, ponds, and streams located within the boundaries of the Golf Course Property shall be maintained by the Golf Course Property Owner. The Golf Course Property Owner shall not cause or allow any material modifications to the design or location of any lake, pond or stream located within the boundaries of the Land if such modification would prevent or substantially impair the use of such lake, pond or stream as a part of the storm water drainage and retention system of the Legacy Pointe Development. However, the Golf Course Property Owner is specifically authorized to take such action as it deems necessary to retain and collect water within the lakes, ponds and streams of the Legacy Pointe Subdivision and to use the water collected within the lakes, ponds and streams within the Legacy Pointe Development for irrigation of the Golf Course Property as the Golf Course Property Owner, it its sole discretion, deems appropriate.

4.06 EASEMENT. Easements to permit the doing of every act necessary and proper to the playing of golf on the Golf Course adjacent to the Lots and Common Areas which are subject to these restrictions are hereby granted and established. The acts permitted in this easement shall include, but not be limited to, the flight of golf balls over and upon such Lots and Common Areas, the use of necessary and unusual equipment upon such Golf Course and Golf Course Property, the usual and common noise level created by the playing of the game of golf and the noise level associated with the construction, maintenance, repair, rebuilding and mowing of a Golf Course and the Golf Course Property, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the use, operation and maintenance of a Golf Course.

4.07 **ASSUMPTION OF RISK ASSOCIATED WITH THE GAME OF GOLF.** Upon the purchase or occupancy of a Lot or other property which is subject to this Declaration, each Owner, for themselves and the their family members, visitors, and invited quests, assumes the risks which are associated with the game of golf and the flight of golf balls over and upon such Lot or other property, including but not limited to, the possibility of damage to their property, real or personal, and injury to themselves, their family, friends, invited guests, visitors, or any other person on their property and agrees to hold harmless the Declarant, the Developer and the Golf Course Property Owner, and their respective successors and assigns, from any and all claims arising from an damage or injury which occurred by reason of the operation of the golf course, the flight of a golf ball, the use of a golf cart or from being hit by a golf ball or other instrument associated with the game of golf.

4.08 **NOTICE OF EXISTENCE AND OPERATION OF GOLF COURSE.** Upon the purchase or occupancy of a Lot other property which is subject to this Declaration, each Owner, for themselves and the members of their family, acknowledges that a golf course currently exists or is in the process of being constructed on the Golf Course Property. Each Owner further acknowledges that the Lots and Common Areas which abut or are adjacent to the Golf Course Property will be subject to all risks associated with the game of golf. Each Owner further acknowledges that golf holes currently exist on the Golf Course Property and that as the as the golf holes are currently designed and constructed it is foreseeable and likely that golf balls will from time to time be hit onto the Lots, Common Areas and Recreation Areas in the Legacy Pointe Development. In many instances, the golf balls will have sufficient force and velocity to cause serious bodily injury to a person or damage to a building, structure, automobile, or item of personal property located upon or in the vicinity of the Lots, Common Areas, Recreation Areas, and street right of ways, which abut or are adjacent to the Golf Course Property. The Owner of each Lot, upon the purchase of such property, waives any and all rights such person may have against the Declarant, the Developer or the Golf Course Property Owner, to the extent permissible by law, for any injury resulting from the negligent design or construction of the Golf Course, or the location of said Lot, Common Area or Recreation Area in relation to the Golf Course or the Golf Course Property. Each Owner agrees to hold the Declarant, the Developer, and the Golf Course Property Owner harmless against all claims or demands for compensation for personal injury or property damage arising from any damage or injury which hereafter occurs on Such Owner's Lot, which was caused in all or part, from the use, operation or maintenance of the Golf Course Property, including, but not limited to, damage or injury from golf balls hit from the Golf Course Property.

4.09 **NON-INTERFERENCE WITH OPERATION OF GOLF COURSE.** The Owner of each Lot hereby agrees that neither they, nor any member of their family, household, or other invited guest, will in any way prevent, limit, interfere with, or attempt to prevent,

limit, or interfere with, the construction, repair, maintenance, use or operation of a Golf Course on the Golf Course Property or in any way prevent the normal and customary activities associated with the ongoing repair, maintenance, and use of the Golf Course Property. The Owner of each Lot, upon the purchase of such Lot, waives any claim or right they may have to the effect that any normal, customary or required activity associated with the construction, use, operation, repair, rebuilding, upkeep or maintenance of the Golf Course or the Golf Course Property is a nuisance or should be limited or restricted to any specific months, weeks, time or day or number of hours per day.

ARTICLE V
ENFORCEMENT

5.01 OBLIGATION OF LOT OWNER. Each Owner of a Lot in the Legacy Pointe Development (except the Developer), by the acceptance of a deed to a Lot and the acceptance of the ownership of the Lot, covenants and agrees with the Association and all of the members of the Association, that the Lot owner shall pay, as and when due, the full amount of all dues and assessments due to the Association; and if the same are not paid, the same shall constitute a lien against the Lot, and such Lot may not be transferred, sold or assigned unless and until the amount of all dues and assessments due the Association attributable to that Lot have been paid in full. As provided in the By-Laws of the Association, if the annual dues or a special assessment, or installment of a special assessment, are not paid within thirty (30) days after the due date, such delinquent amount shall bear interest from the due date at the rate of ten percent (10%) per annum, or such other rate as hereafter established by the Association, and the Association may, after such thirty (30) days, bring an action at law against the owner of said Lot and (additionally or alternatively) may foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the cost of the action. The Association may file in the office of the County Recorder a notice of lien to evidence any delinquent dues or assessments, but the Association shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the Owner, against the Lot or against any other person responsible for such payment.

5.02 RIGHT OF DEVELOPER AND/OR ASSOCIATION TO ENFORCE TERMS OF THE DECLARATION. Developer reserves to itself during the Developer Control Period, and thereafter assigns to the Association the right, in case of any violation or breach of this Declaration, to restrain such violation or breach, to recover damages therefor, and/or to enter the property upon or as to which such violation or breach exists and summarily abate and eliminate same at the expense of the Owner thereof. Developer

and/or the Association shall not by reason of the foregoing action be deemed guilty of any manner of trespass for such entry, abatement or elimination. Failure of Developer or the Association to enforce any provision of this Declaration shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or consent to any further or succeeding breach or violation of the same or any other provision of this Declaration. Developer and/or the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violation or breach of this Declaration. However, the failure, refusal or neglect of Developer and/or the Association to enforce the provisions of this Declaration and to prevent any violation or breach thereof shall in no manner and to no extent whatsoever make the Developer or the Association liable therefor. Developer and/or the Association may exercise the right of enforcement hereunder independently and severally.

5.03 LEGAL FEES AND COSTS OF COLLECTION. In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Association to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may include, but shall not necessarily be limited to, any and all legal fees and other costs incurred by the Association to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Association, may be assessed and enforced against the applicable Lot(s) as a special assessment.

ARTICLE VI

DECLARANT'S NON-COMPLIANCE AND CONSTRUCTION OF RESIDENCES

During the course of developing, improving and constructing the Legacy Pointe Development and the Residences and other improvements within the Legacy Pointe Development, Developer and those persons and entities designated by Developer or acting at Developer's direction shall have the right not to conform to the provisions of this Declaration; such nonconformity to include, but not be limited to, the construction and maintenance of models of Residences; sales and leasing activities; construction activities; the posting of signs advertising Lots and Residences for sale or lease; and the temporary establishment of workhouses, sheds, trailers and other facilities for temporary housing of construction and sales activity. Such nonconformity by Developer and those designated by Developer or acting at Developer's direction shall not be deemed to be a violation or breach of this Declaration and shall not operate in any manner whatsoever to relieve the Owners other than Developer, or the person or entity designated by Developer or acting at Developer's direction, from the strict observance of the terms of this Declaration.

ARTICLE VII
THE ASSOCIATION

7.01 ADMINISTRATION BY THE ASSOCIATION. Subject to the rights retained by Developer pursuant to this Declaration and the Club, pursuant to the Master Declaration, the administration and enforcement of the Covenants and Restrictions contained in this Declaration shall be by the Association, in accordance with the terms and provisions of this Declaration.

7.02 ASSOCIATION BOARD OF TRUSTEES.

(a) The Association Board of Trustees shall initially consist of three (3) persons. Trustees need not be members of the Association. Each Trustee shall serve for a term of two (2) years, or until his successor is duly designated and qualified. Each Trustee shall be entitled to one (1) vote, the total of votes of all voting Trustees being three (3).

(b) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint all three (3) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Association, waive its right to appoint any or all of said three (3) Trustees.

(c) After October 1, 2026, or at such earlier time as Legacy Pointe, Ltd., has waived its right to appoint all of the Trustees in accord with the provisions of Section 7.02(b), the Lot Owners shall be entitled to elect the Trustees of the Association. The Trustees shall be elected and/or appointed as provided in the Association By-Laws.

7.03 COMPLIANCE BY OWNERS. Each Owner of a Lot and each tenant and/or occupant of any Lot, or of any Residence constructed upon a Lot, shall comply with the terms and provisions of this Declaration, the By-Laws of the Association and all other reasonable rules and regulations of the Association and the decisions and resolutions of the Association or their representatives, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations or decisions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.

7.04 FORMATION OF THE ASSOCIATION. Declarant has formed an Ohio not for profit corporation to be known as the Legacy Pointe Homeowner's Association, Inc., or such other name as may hereafter be designated by the Declarant, (referred to herein as the "Association") to provide for the administration of this Declaration and the enforcement

of the Covenants and Restrictions contained in this Declaration to the extent they are applicable to the Lots and the Residences constructed upon the Lots. The Association will be established for the use and benefit of the owners and residents of Lots and the Residences constructed upon Lots within the Legacy Pointe Development, including the Owners of Lots in Legacy Pointe Subdivision No. 1, and all other Lots hereafter made a part of the Legacy Pointe Development, including all future phases of Lots, if any, hereafter developed within the Legacy Pointe Development.

7.05 **MEMBERSHIP IN THE ASSOCIATION.** With the exception of the Developer, each Owner of a Lot, upon acquisition of the record title to such Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, at which time the new Owner of such Lot shall automatically become a member of the Association. Each member shall pay the Dues and Assessments in the manner hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

Except as hereinafter provided with respect to rental units and/or dwellings, the Developer and its agents shall not be required to become members of the Association or to pay Association Dues and Assessments. The ownership by the Developer and its agents of any unoccupied residential dwelling(s) or vacant Lot located within the Legacy Pointe Development shall not require that the Developer become a member of the Association; nor shall the Developer and its agents have any right or obligation to become members of the Association and/or to use any property or facilities owned by the Association unless the Developer should lease or rent such residential dwelling(s), in which event Developer shall assume Association membership (as well as association membership) with respect to each such residential dwelling during the period of tenancy.

Other than the Developer, no Owner of a Lot in the Legacy Pointe Development may be exempted or excused from membership in the Association and/or from the payment of the Dues and Assessments due to the Association by the Association by virtue of such person's non-use of the property or facilities owned by the Association, or for any other reason.

ARTICLE VIII
ASSOCIATION ASSESSMENTS

8.01 **ABANDONMENT.** No Owner shall be exempt from liability for such Owner's share of the Association assessments by the abandonment of the Owner's Lot or Residence.

8.02 **ASSOCIATION ASSESSMENTS.** Each Owner of a Lot (other than Developer, except as specifically set forth in Section 7.05 hereof), hereby agrees to pay to the Association: (a) the annual assessments levied by the Association; and (b) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments shall be used to pay the Association Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Association Expenses.

8.03 **DISPUTE AS TO ASSESSMENTS.** Any Owner who believes that the portion of any assessments levied with respect to such Owner's Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the assessments has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

8.04 **INTEREST.** Delinquent assessments shall bear interest at the rate of ten percent (10%) per annum or such other interest rates as are from time to time established by the Association (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Association shall also have the right to establish a late charge for delinquent payments in addition to interest charges.

8.05 **LEGAL FEES AND COSTS OF COLLECTION.** In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Association to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may include, but shall not necessarily be limited to, any and all legal fees and other costs incurred by the Association to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Association, may be assessed and enforced against the applicable Lot(s) as a special assessment.

8.06 **LIABILITY UPON VOLUNTARY CONVEYANCE.** In a voluntary conveyance of a Lot, the grantee of the Lot, shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot, up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from Board of Trustees setting forth the applicable amount of all unpaid assessments levied with respect to the Lot, and such grantee shall not be liable for nor shall the Lot conveyed by subject to a lien for any unpaid applicable assessments in

excess of the amount set forth in such statements for the period reflected in such statements. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

8.07 LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Lot (except Lots owned by Developer), for the payment of the assessments chargeable against such Lot, which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 8.4 hereof and collection and enforcement costs assessed in accordance with Section 8.5 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer or agent of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to the authority given by the Board of Trustees. Such certificate shall contain a description of the Lot, and the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot. No portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.

8.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS. If the holder of a first mortgage of record, or other purchaser of a Lot, acquires title to the Lot a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of such assessments shall be deemed to be a Association Expense collectible from all Owners, including that of such acquirer, its successors and assigns.

8.09 PAYMENT OF ASSESSMENTS.

(a) Each person who purchases a Lot from the Developer shall pay an assessment of Fifty Dollars ($50.00) per Lot purchased. The new Owner of the Lot shall pay the assessment directly to the Association, through escrow, at the time of title transfer. The assessment set forth in this section shall not be owed by an entity that purchases a Lot or Lots from the Developer prior to the construction of a Residence of such Lot in the event the entity purchased the Lot with the intent to construct a Residence on such Lot and thereafter transfer the Lot and Residence to a bonafide purchaser for value. However, in each such instance, the Fifty Dollar

($50.000) assessment set forth in this section shall then be paid on the first transfer of such Lot to a bonafide purchaser for value.

(b) Each Owner who purchases a Lot from any person or entity other than the Developer, (except on the initial transfer of a Residence from a builder other than the Developer as set forth above) shall pay an assessment of One Hundred Dollars ($100.00) per Lot purchased (or such greater amount as the Board of Trustees may from time to time determine). The One Hundred Dollar ($100.00) assessment shall be due and payable each and every time a Lot transfers to a bonafide purchaser for value. The purchaser of the Lot, as the new Owner, shall be responsible for the payment of the assessment. The assessment shall be paid directly to the Association at the time of title transfer by the seller, escrow agent, financial lending institution, title company or other person or entity entity handling the transfer. The funds collected by the transfer agent shall be immediately transmitted to the Association and made a part of the Association's operating reserve fund or used by the Association for any other purpose permitted by this Declaration.

(c) Until the Board of Trustees determines otherwise, there shall be no annual assessment. The Board of Trustees shall have the right to require the payment of an annual assessment. The Board of Trustees may require the annual assessment be paid in monthly or other periodic installments during the year. Except as hereinafter provided, Developer shall not be required to pay the annual assessment for any Lots owned by Declarant or the Developer in the Legacy Pointe Development. Each year the Board of Trustees will establish a budget setting forth the estimate by the Board of Trustees of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. Each Owner (other than Developer) shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by the number of Lots within the Legacy Pointe Development, exclusive of any Lots owned by Developer.

8.10 PRIORITY OF THE ASSOCIATION'S LIEN. The lien(s) provided for in this Article VIII for assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by any authorized officer of the Association pursuant to the authority given to such officer by the Board of Trustees. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot, and the Residence constructed upon such Lot, during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the

same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.

8.11 **RIGHTS OF FIRST MORTGAGEES.** Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment by the Owner of a Lot which is encumbered by the mortgage held by the mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than thirty (30) days delinquent in the payment of applicable assessments.

8.12 **SPECIAL ASSESSMENTS.** The Association shall have the right, by action of its Board of Trustees, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay that portion of a special assessment equal to the special assessment divided by the number of Lots within the Legacy Pointe Development, exclusive of any Lots owned by Developer. Developer shall not be responsible for the payment of any special assessments for Lots owned by Developer.

ARTICLE IX
OBLIGATIONS OF OWNERS

9.01 **MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS.** Each Lot Owner shall maintain and keep in good condition and repair, at such Owner's cost and expense, the entire exterior of such Lot Owner's Residence, including any mailbox, and cause the same to be repainted periodically in the color permitted under the terms of this Declaration and/or resurfaced and/or otherwise maintained in a first-class high quality manner. Each Lot Owner shall also be responsible for the maintenance, repair and replacement, at the Owner's cost and expense, of the tree lawn and sidewalk, if any, which is adjacent to, contiguous with or is within all or any part of the Owner's Lot (including any portion of such tree lawn lying within a right-of-way). Each Lot Owner shall also be responsible, at the Owner's cost and expense, for the repair, maintenance and replacement of the driveway, and the driveway apron situated outside of the Owner's Lot. After a Residence is constructed on a Lot, the Owner of such Lot shall promptly landscape the Lot containing such Residence in accordance with the provisions of Section 2.03 this Declaration and at all times thereafter maintain such landscaping in a sightly state and condition.

9.02 **ASSOCIATION LIEN.** If an Owner shall fail to perform or observe the Owner's obligations under this Article IX, then the Association shall have the right to perform the same and charge the entire cost and expense thereof to the Owner and such cost and

expense so charged by the Association shall be deemed to be a lien of the same class and character as a lien against the Lot of such Owner for the nonpayment of Association assessments.

ARTICLE X
INSURANCE

10.01 INSURANCE LIMITATION. Except as is otherwise provided in this Article, the policies of insurance maintained by the Association pursuant to this Article X, shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Lots or Residences. Each Owner shall be responsible for obtaining such Owner's own insurance with respect to such Owner's Lot and/or Residence and the contents thereof, including the private Tree Lawn abutting such Owner's Lot, and with respect to the Owner's personal liability to the extent not covered by the liability insurance referred to in this Article.

10.02 INSURANCE. The Association, at the discretion of the Board of Trustees, shall have the right to maintain such property or extended coverage insurance insuring the Association's property, in such amounts, against such perils, for such time periods and under such circumstances as the Association through the Board of Trustees determines is appropriate and in the best interest of the Association and Legacy Pointe, Ltd.

10.03 RESIDENCE INSURANCE. The Association shall not have any responsibility or liability to obtain or maintain any type of insurance upon any Lot or Residence, and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot and/or Residence.

10.04 WAIVER OF SUBROGATION. To the extent the Association maintains insurance for damage or injury to property upon all or any portion of any Association property, real or personal, and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall and does hereby waive and release Developer and each Owner and their respective officers, trustees, agents, tenants, families and guests from and against any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such policies of insurance maintained by the Association.

ARTICLE XI
REAL ESTATE TAXES AND ASSESSMENTS

Developer shall use reasonable efforts to obtain from the Auditor of Lorain County separate tax parcel numbers for each Lot so that each Lot shall be separately taxed and assessed by the appropriate governmental authority of the State of Ohio. The Owner of each Lot shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon such Lot and all improvements thereto; and the other Owners shall not be responsible for or required to pay the taxes and assessments separately assessed and charged to a Lot or any improvements thereto.

ARTICLE XII
MISCELLANEOUS

12.01 ACCEPTANCE OF DEED. Each grantee of any interest in any Lot, or any part of the Land or any improvement thereon, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the Land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

12.02 AMENDMENTS. This Declaration may be amended only as follows:

(a) During the Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by Developer and/or the purpose of withdrawing real property from the Land and/or from the provisions of this Declaration.

(b) During the Control Period, this Declaration also may be amended by Developer for any other purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community by an instrument in writing signed by Developer.

(c) At any time this Declaration may be amended by Developer to correct typographical errors, to conform the Declaration to then existing laws or government regulations, or to correct errors in references to Articles and Sections within the Declaration.

(d) During the Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs (a) or (b) hereof, by an instrument in writing signed by Declarant and a majority of the Board of Trustees.

(e) After the Control Period, the provisions of this Declaration may be amended by an instrument in writing signed by Owners owning at least seventy-five percent (75%) of the combined total of the Lots, except that in no event may any amendment impose any additional duties, obligations or liabilities upon Developer or limit, restrict or eliminate any rights of Developer without the written consent of Developer.

Each Owner hereby irrevocably appoints Developer, and thereafter upon the conclusion of the Developer Control Period, the Association Board of Trustees, as such Owner's attorney-in-fact, to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Lorain County Recorder.

12.03 DISTRIBUTION OF COPIES. At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide the Owner, at the Owner's expense, with a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.

12.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS. The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

12.05 ENFORCEABILITY. The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto and shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of, and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner and Developer, their successors or assigns, and the Association, as aforesaid. It is understood and agreed that all of the foregoing are

a part of a common and general plan for the development of the Legacy Pointe Development and the protection of Developer and all present and future Owners.

12.06 INTERCHANGEABILITY OF TERMS. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

12.07 LIBERAL CONSTRUCTION. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

12.08 LIMITATION OF LIABILITY. Each Owner covenants and agrees that no shareholder, director or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the performance or observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interests in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

12.09 NON-LIABILITY OF DECLARANT. Neither Developer nor its directors, officers, shareholders, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Lot and/or Unit Owner, occupant of a Residence, the Association or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of any part of the Legacy Pointe Development being or becoming out of repair, or containing any patent or latent defects; by reason of any act or neglect of any Lot and/or Unit Owner, any occupant of a Residence, the Legacy Pointe Homeowners Association, the Association, their respective agents, employees, guests, and invitees; by reason of any neighboring property or personal property located on or about the Legacy Pointe Development; or by reason of the maintenance or interruption of any utility service.

12.10 NON-WAIVER OF COVENANTS AND RESTRICTIONS. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.11 RULE AGAINST PERPETUITIES. If any of the Covenants and Restrictions established hereby and/or contained in the Association's Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only until one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of George H. W. Bush, former President of the United States, and George Voinovich, United States Senator for the State of Ohio.

12.12 SUBORDINATION TO LAW. The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

12.13 TITLES. The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

IN WITNESS WHEREOF, Developer has executed this instrument at the time and place hereinabove set forth.

Signed and acknowledged in the presence of:

Anne M. Hatfield
Print name: Anne M. Hatfield

Print name: Rita M. Raymer

LEGACY POINTE, LTD.
an Ohio Limited Liability Company

by: _____
H.R. Kopf, Managing Member

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for the said County and State, personally appeared the above named **Legacy Pointe, Ltd.,** by and through its Managing Member, **H. R. Kopf**, who acknowledged to me that he did sign the foregoing instrument in the name and on behalf of said limited liability company, having been duly authorized, and that the same is his free act and deed as such managing member and the free and act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 20th day of December, 20 01.

Anne M. Hatfield
NOTARY PUBLIC

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

EXHIBIT "A"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Legal Description of the Real Estate

Legacy Pointe Subdivision No. 1

(Legal Description of the Land)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being Sublot Numbers 1 through 46, inclusive, as shown on the plat in Lorain County Map Volume 70, Pages 24 through 28, and known as Legacy Pointe Subdivision No. 1, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT " B"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Reduced size Drawings of the Plat

LEGACY POINTE SUBDIVISION NO. 1

PLAT

BEING PART OF
AVON TOWNSHIP SECTION NO. 20
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

LOTS ARE SUBJECT TO HOMEOWNER'S ASSOCIATION.
MAINTENANCE OF BLOCKS "A" THROUGH "D" IS TO BE PROVIDED FOR BY THE OVERALL ASSOCIATION.
MAINTENANCE OF BLOCK "F" IS TO BE PROVIDED FOR BY THE CONDOMINIUM ASSOCIATION OF CLUSTER GROUP "A".
MAINTENANCE OF BLOCKS "E" & "G" ARE TO BE PROVIDED FOR BY THE GOLF COURSE MANAGEMENT COMPANY.
(DOCUMENTS ON FILE AT CITY AND TO BE RECORDED SIMULTANEOUSLY AT COUNTY.)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, LEGACY POINTE LTD., I HAVE SURVEYED AND PLATTED LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND CONTAINING 76.5772 ACRES IN AVON TOWNSHIP SECTION NO. 20, NOW IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO.

AT ALL POINTS INDICATED ● 5/8" CAPPED IRON PIN MONUMENTS WERE FOUND OR WERE SET.
AT ALL POINTS INDICATED ○ 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

MEASUREMENTS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN ARE ASSUMED AND FOR THE PURPOSE OF DESCRIBING ANGLES ONLY. THE PLAN REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE TRACT AND OF EACH BLOCK WHEN COMPUTED FROM FIELD MEASUREMENTS OF THE GROUND CLOSED WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO TEN THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY. THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PERFORMING THIS SURVEY. ALL OF WHICH I CERTIFY TO BE CORRECT.

OCTOBER, 2000

ACREAGE IN 48 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8367 AC.
ACREAGE IN STREETS	4.1830 AC.
TOTAL	76.5772 AC.

JAMES T. SAYLER, REGISTERED SURVEYOR NO. S-7425

OWNERS CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND SURVEY, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS AT OUR REQUEST AND AUTHORIZE ITS RECORDING. WE DO HEREBY DEDICATE TO PUBLIC USE THE STREETS SHOWN HEREON AND DESIGNATED AS WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER
420 AVON BELDEN RD. ROAD
AVON LAKE, OH 44012

BY _____
H. R. KOPF, PRESIDENT

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED BY THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND WHO DO HEREBY GRANT UNTO THE CITY OF AVON LAKE, (HEREINAFTER REFERRED TO AS THE "GRANTEE"), A PERMANENT RIGHT-OF-WAY AND EASEMENT OF SUCH WIDTHS AND LENGTHS AS DEFINED AND SHOWN ON THIS PLAT OVER AND THROUGH SUCH BLOCKS AND SUBLOTS AS SHOWN HEREON TO CLEAN, DEEPEN, WIDEN, IMPROVE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH IMPROVEMENTS ABOVE AND BELOW GROUND, TO MAINTAIN AND/OR IMPROVE SUCH FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR MAINTAINING PUBLIC SERVICES, DRAINAGE AND UTILITIES AS GRANTEE MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES, SUBJECT TO THE TERMS INCLUDED HEREIN. NO STRUCTURES SHALL BE PLACED WITHIN SAID EASEMENTS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT WITHOUT LIABILITY THEREFORE, TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNS, WITHIN SAID EASEMENT PREMISES, WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SUCH DRAINAGE, PUBLIC UTILITIES AND FACILITIES, THE RIGHT TO CLEAN, WIDEN, DEEPEN, REPAIR, AUGMENT AND MAINTAIN PUBLIC DRAINAGE AND SERVICE WITHIN THE ABOVE DESCRIBED EASEMENT PREMISES, WITH THE RIGHT OF ACCESS AND EGRESS TO ANY OF THE WITHIN SHOWN EASEMENTS FOR EXERCISING ANY OF THE PURPOSES OF THIS EASEMENT GRANT. THE GRANTEE SHALL NOT BE REQUIRED TO REPLACE OR REPAIR ANY CURBS, FENCES, SIDEWALKS, DRIVEWAYS, ROADWAYS, PARKING AREAS, SIGNAGE AND LANDSCAPING, INCLUDING ORNAMENTAL TREES, BUSHES AND SPECIAL PLANTINGS AND THAT THE SAME ARE CONSTRUCTED ON THE EASEMENT AREA AT THE GRANTOR'S RISK; THE GRANTEE'S ONLY OBLIGATION BEING TO RESTORE THE DENSITY OF SUBSURFACE MATERIAL AND TO REPAIR OR REPLACE ANY GRASS DAMAGED IN SUCH MAINTENANCE, REPAIR OR RECONSTRUCTION.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY: _____
H. R. KOPF, PRESIDENT

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., BY: H. R. KOPF, PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

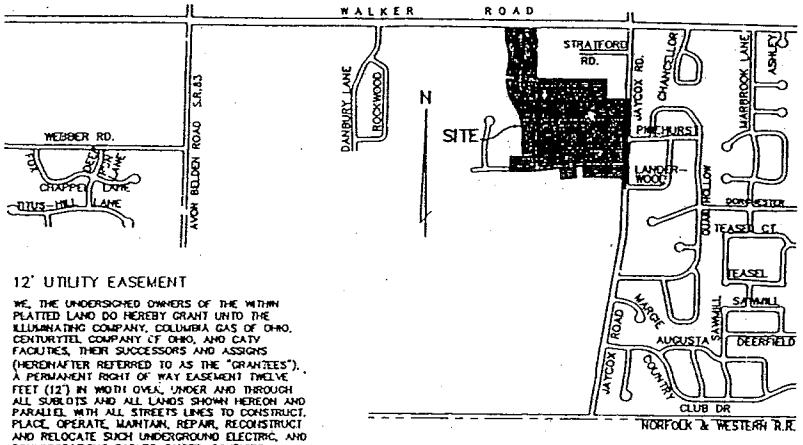
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SITE MAP

1" = 500'



12' UTILITY EASEMENT

WE, THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, COLUMBIA GAS OF OHIO, CENTURYTEL COMPANY OF OHIO, AND CATV FACILITIES, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE "GRANTEES"), A PERMANENT RIGHT OF WAY EASEMENT TWELVE FEET (12') IN WIDTH OVER, UNDER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH ALL STREETS LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC, AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, SURFACE OR BELOW GROUND, MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE NECESSARY AND CONVENIENT FOR THE GRANTEES TO DISTRIBUTE AND TRANSMIT ELECTRICITY, AND COMMUNICATIONS SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS GRANTEES MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT SHALL INCLUDE THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND AUGMENT ELECTRIC AND COMMUNICATION FACILITIES OUTSIDE THE ABOVE DESCRIBED PREMISES AND SHALL ALSO INCLUDE THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR THE PURPOSE OF EXERCISING ANY OF THE EASEMENTS RIGHTS INDICATED HEREIN. GRANTEES SHALL AT THEIR EXPENSE RESTORE THE LAND TO ITS CONDITION AS IT EXISTED IMMEDIATELY PRIOR TO THE WORK PERFORMED BY GRANTEES, EXCEPT GRANTEES SHALL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY PERMANENT STRUCTURES, TREES OR SHRUBS WHICH ARE LOCATED WITHIN THE EASEMENT BOUNDARIES AND ARE DAMAGED OR REMOVED AS A RESULT OF WORK PERFORMED AS PROVIDED FOR HEREIN BY GRANTEES. THE SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY _____
H. R. KOPF, PRESIDENT

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT OHIO SAVINGS BANK, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR OHIO SAVINGS BANK, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE, AND FIND THE MONUMENTS SET ARE SUFFICIENT TO DEFINE THE STREETS AS SHOWN HEREON.

_____
AVON LAKE MUNICIPAL ENGINEER
WADE M. WERTZ, P.E.

PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF AVON LAKE, ON THE _____ DAY OF _____ 20____

_____
AVON LAKE PLANNING COMMISSION SECRETARY

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN ACCEPTED BY THE COUNCIL OF THE CITY OF AVON LAKE, LORAIN COUNTY, OHIO BY ORDINANCE NO. _____ PASSED THE _____ DAY OF _____ 20____

_____ _____
MAYOR
ROBERT J. BERNER
CLERK OF COUNCIL
KATHLEEN LYNCH

LAW DIRECTOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE.

_____
AVON LAKE LAW DIRECTOR
GEOFFREY R. SMITH

LORAIN COUNTY AUDITOR

LORAIN COUNTY RECORDER

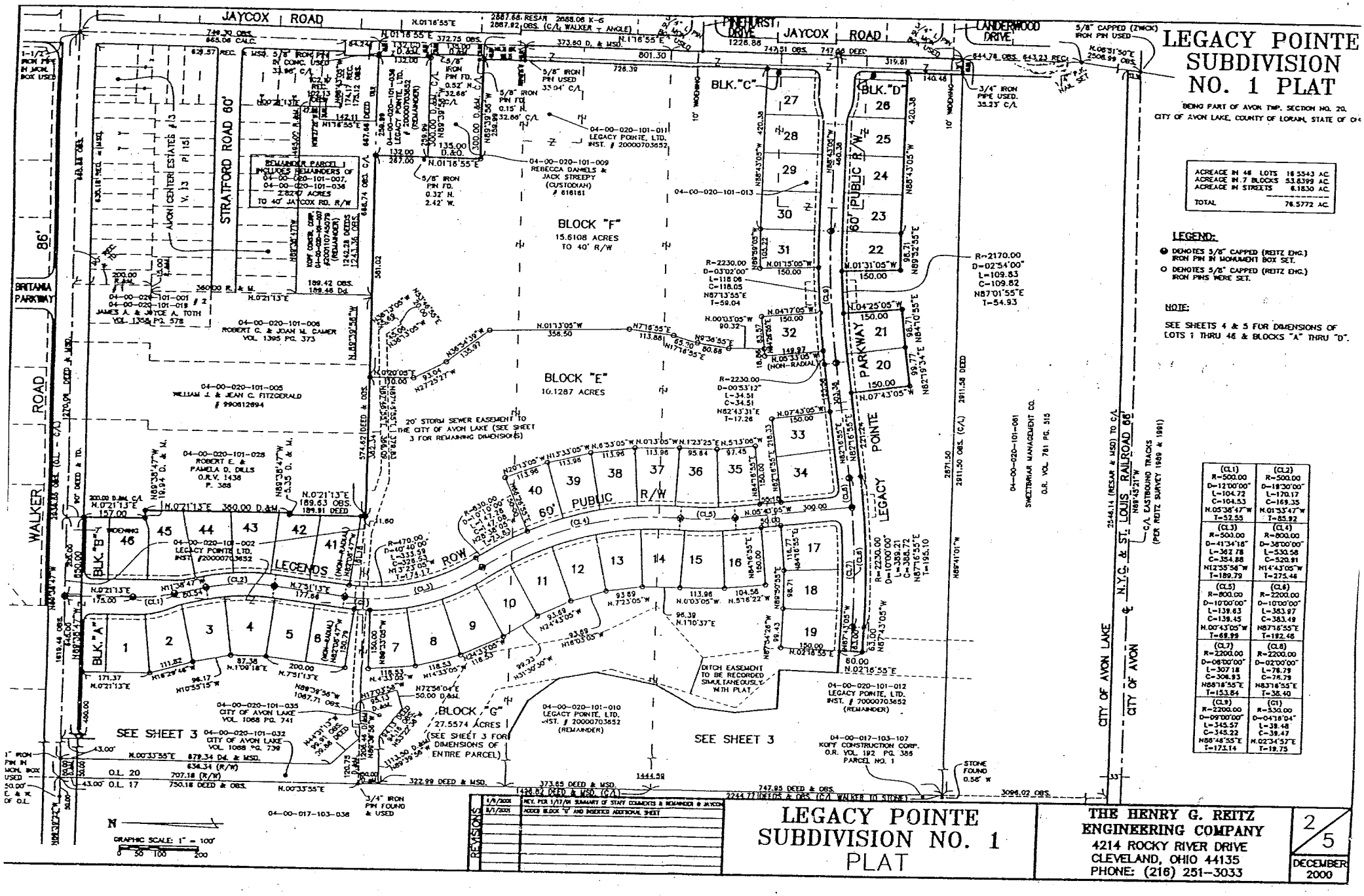
REVISIONS		
2/6/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & ROUNDER & JAYCOX	
8/1/2001	ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET	

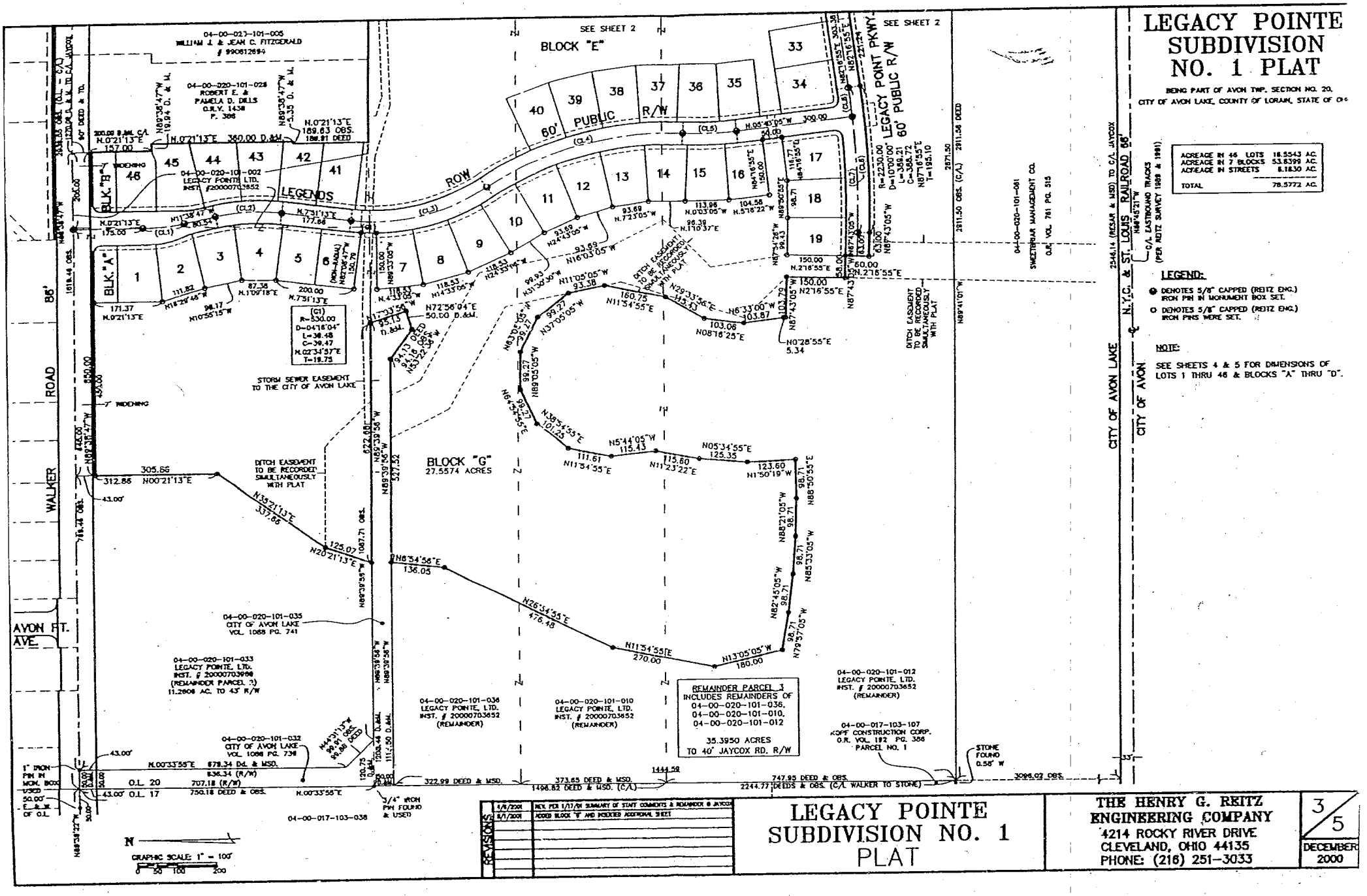
LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

1/5

DECEMBER 2000


LEGACY POINTE SUBDIVISION NO. 1 PLAT
BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OH
ACREAGE IN 46 LOTS 18.5543 AC.
ACREAGE IN 7 BLOCKS 53.6398 A.C.
ACREAGE IN STREETS 6.1830 A.C.
TOTAL 78.5772 AC.
LEGEND:
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.
NOTE:
SEE SHEETS 4 & 5 FOR DIMENSIONS OF LOTS 1 THRU 46 & BLOCKS "A" THRU "D".
JAYCOX ROAD
STRATFORD ROAD 60'
WALKER ROAD
BRITANIA PARKWAY
PINEHURST DRIVE
LANDERWOOD DRIVE
BLK. "A"
BLK. "B"
BLK. "C"
BLK. "D"
BLOCK "E" 10.1287 ACRES
BLOCK "F" 15.6108 ACRES TO 40' R/W
BLOCK "G" 27.5574 ACRES
60' PUBLIC R/W
LEGACY POINTE PARKWAY
LEGENDS ROW
SEE SHEET 3
DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT
20' STORM SEWER EASEMENT TO THE CITY OF AVON LAKE (SEE SHEET 3 FOR REMAINING DIMENSION(S))
CITY OF AVON LAKE
N.Y.C. & ST. LOUIS RAILROAD 66'
GRAPHIC SCALE: 1" = 100'
REVISIONS
6/6/2001 REV. PER 5/17/01 SUMMARY OF STAFF COMMENTS & NOVEMBER 6 JAYCOX
8/1/2001 ADDED BLOCK "G" AND INDEXED ADDITIONAL SHEET
LEGACY POINTE SUBDIVISION NO. 1 PLAT
THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033
2/5
DECEMBER 2000

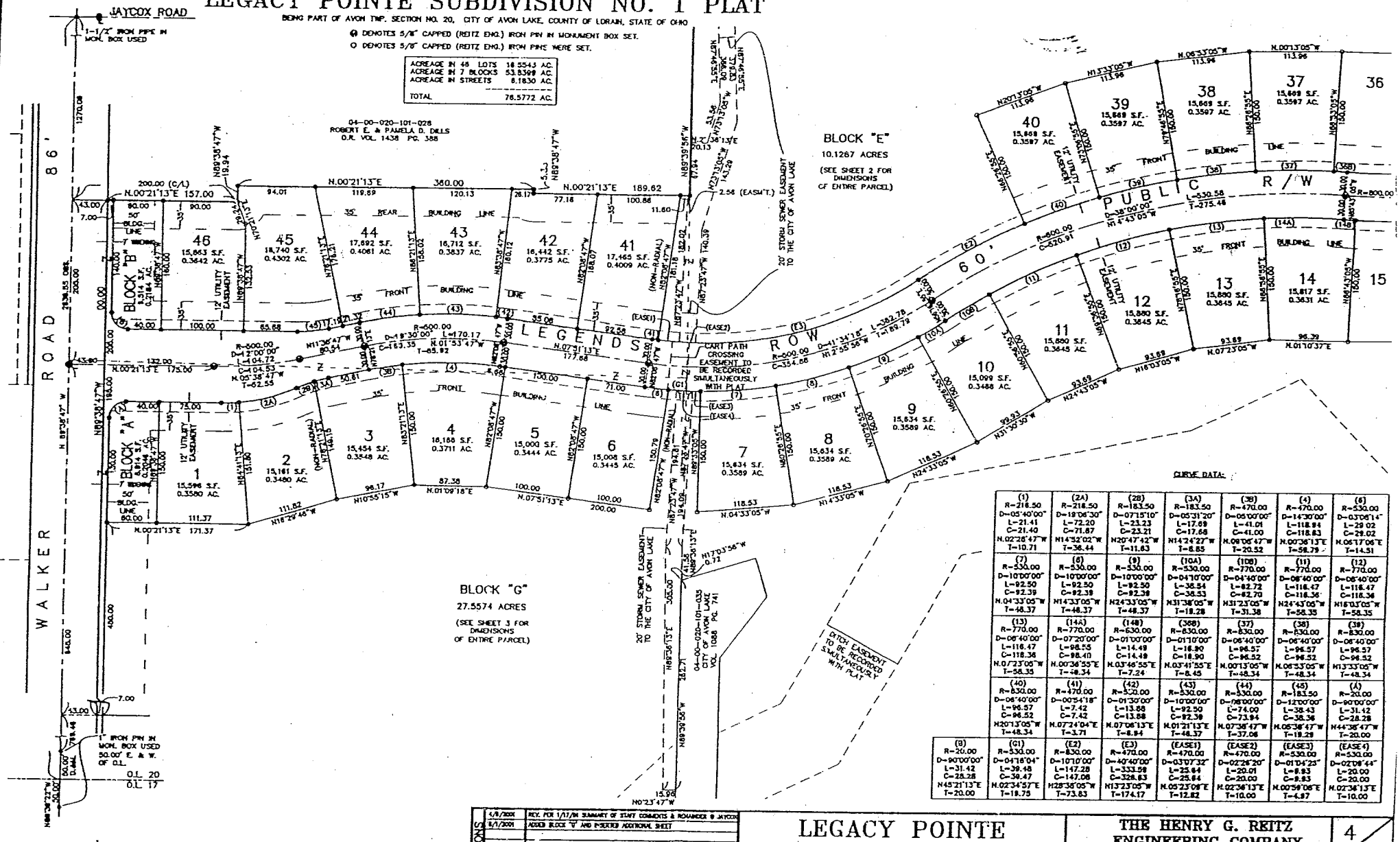

LEGACY POINTE SUBDIVISION NO. 1 PLAT
BEING PART OF AVON TWP., SECTION NO. 20,
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO
ACREAGE IN 46 LOTS 18.5543 AC.
ACREAGE IN 7 BLOCKS 53.8398 AC.
ACREAGE IN STREETS 8.1830 AC.
TOTAL 78.5772 AC.
LEGEND:
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.
NOTE:
SEE SHEETS 4 & 5 FOR DIMENSIONS OF LOTS 1 THRU 46 & BLOCKS "A" THRU "D".
BLOCK "E"
BLOCK "G"
27.5574 ACRES
LEGENDS ROW
LEGACY POINT PKWY.
60' PUBLIC R/W
WALKER ROAD
AVON FT. AVE.
CITY OF AVON LAKE
N.Y.C. & St. LOUIS RAILROAD 66'
SEE SHEET 2
REMAINDER PARCEL 3
INCLUDES REMAINDERS OF
04-00-020-101-036,
04-00-020-101-010,
04-00-020-101-012
35.3950 ACRES
TO 40' JAYCOX RD. R/W
GRAPHIC SCALE: 1" = 100'
REVISIONS
4/6/2001 REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMAINDER @ JAYCOX
5/1/2001 ADDED BLOCK "F" AND MODIFIED ADDITIONAL SHEET
LEGACY POINTE SUBDIVISION NO. 1 PLAT
THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033
3/5
DECEMBER 2000

LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	8.1830 AC.
TOTAL	78.5772 AC.



CURVE DATA:

(1) R=218.50 D=05°40'00" L=21.41 C=21.40 N.02°26'47"W T=10.71	(2A) R=218.50 D=19°06'30" L=72.20 C=71.87 N14°39'02"W T=36.44	(2B) R=183.50 D=07°15'10" L=23.23 C=23.21 N20°47'42"W T=11.63	(3A) R=183.50 D=05°31'20" L=17.69 C=17.68 N14°24'27"W T=8.85	(3B) R=470.00 D=05°00'00" L=41.01 C=41.00 N.09°06'47"W T=20.52	(4) R=470.00 D=14°30'00" L=118.94 C=118.63 N.00°36'13"E T=59.79	(5) R=530.00 D=03°06'14" L=29.02 C=29.02 N.05°17'06"E T=14.51
(7) R=530.00 D=10°00'00" L=92.50 C=92.39 N.04°33'05"W T=46.37	(8) R=530.00 D=10°00'00" L=92.50 C=92.38 N14°33'05"W T=46.37	(9) R=530.00 D=10°00'00" L=92.50 C=92.38 N24°33'05"W T=46.37	(10A) R=530.00 D=04°10'00" L=38.84 C=38.83 N31°38'05"W T=19.28	(10B) R=770.00 D=04°40'00" L=62.72 C=62.70 N31°23'05"W T=31.38	(11) R=770.00 D=08°40'00" L=116.47 C=116.36 N24°43'05"W T=58.35	(12) R=770.00 D=08°40'00" L=116.47 C=116.36 N16°03'05"W T=58.35
(13) R=770.00 D=08°40'00" L=116.47 C=116.36 N.07°23'05"W T=58.35	(14A) R=770.00 D=07°20'00" L=98.55 C=98.48 N.00°36'55"E T=49.34	(14B) R=630.00 D=01°00'00" L=11.49 C=11.48 N.03°46'55"E T=7.24	(36B) R=830.00 D=01°10'00" C=16.90 C=16.90 N.03°41'55"E T=8.45	(37) R=830.00 D=06°40'00" L=96.57 C=96.52 N.00°13'05"W T=48.34	(38) R=830.00 D=06°40'00" L=96.57 C=96.52 N.06°53'05"W T=48.34	(39) R=830.00 D=06°40'00" L=96.57 C=96.52 N13°33'05"W T=48.34
(40) R=830.00 D=06°40'00" L=96.57 C=96.52 N20°13'05"W T=48.34	(41) R=470.00 D=00°54'18" L=7.42 C=7.42 N.07°24'04"E T=3.71	(42) R=530.00 D=01°30'00" L=13.88 C=13.88 N.07°06'13"E T=6.94	(43) R=530.00 D=10°00'00" L=92.50 C=92.39 N.01°21'13"E T=46.37	(44) R=530.00 D=08°00'00" L=74.00 C=73.94 N.07°38'47"W T=37.06	(45) R=183.50 D=12°00'00" L=38.43 C=38.36 N.05°38'47"W T=19.29	(A) R=20.00 D=90°00'00" L=31.42 C=28.28 N44°38'47"W T=20.00
(B) R=20.00 D=90°00'00" L=31.42 C=28.28 N45°21'13"E T=20.00	(C1) R=530.00 D=04°18'04" L=39.48 C=39.47 N.02°34'57"E T=19.75	(E2) R=830.00 D=10°10'00" L=147.28 C=147.08 N28°38'05"W T=73.83	(E3) R=470.00 D=40°40'00" L=333.69 C=326.83 N13°23'05"W T=174.17	(EASE1) R=470.00 D=03°07'32" L=25.64 C=25.64 N.05°23'08"E T=12.82	(EASE2) R=470.00 D=02°26'20" L=20.01 C=20.00 N.02°36'13"E T=10.00	(EASE3) R=530.00 D=01°04'23" L=9.93 C=9.93 N.00°59'08"E T=4.97	(EASE4) R=530.00 D=02°08'44" L=20.00 C=20.00 N.02°36'13"E T=10.00

REVISIONS		
5	6/8/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & ROVANDER & JAYCOX
4	8/1/2001	ADDED BLOCK "G" AND INSERTED ADDITIONAL SHEET

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

4/5

DECEMBER 2000

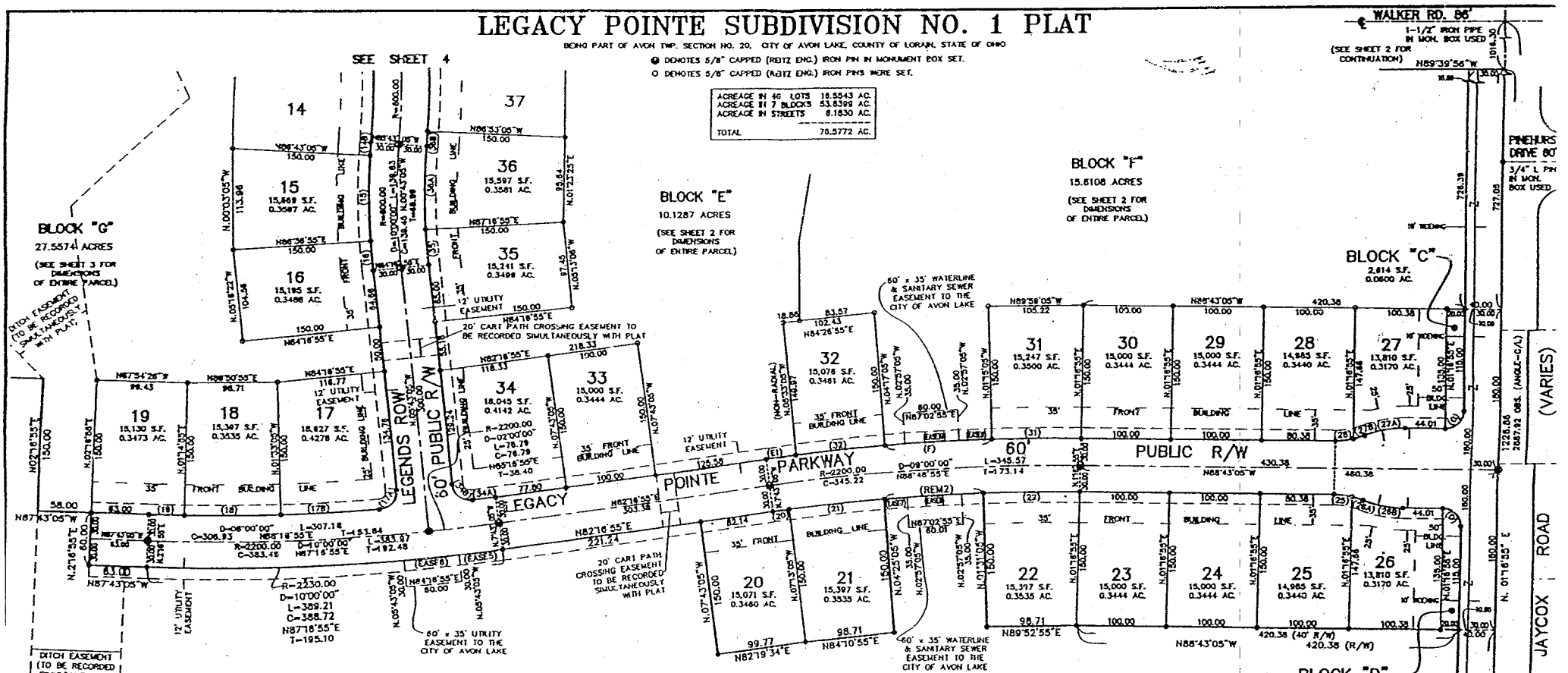
LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	8.1830 AC.
TOTAL	70.5772 AC.



CURVE DATA:

(14B) R=830.00 D=01°00'00" L=14.48 C=14.48 N.03°46'55"E T=7.24	(15) R=830.00 D=06°40'00" L=96.57 C=96.52 N.00°03'05"W T=48.34	(16) R=830.00 D=02°20'00" L=33.80 C=33.80 N.04°33'05"W T=16.90	(17A) R=20.00 D=91°19'57" L=31.88 C=28.61 N39°56'53.5"E T=20.47	(17B) R=2170.00 D=02°30'03" L=107.34 C=107.33 N87°01'53.5"E T=53.68	(18) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°50'55"E T=53.03	(18) R=2170.00 D=01°02'00" L=39.14 C=39.14 N88°14'05"W T=19.57	(20) R=2170.00 D=00°30'00" L=18.94 C=18.94 N82°31'55"E T=9.47	(21) R=2170.00 D=02°48'00" L=106.05 C=106.04 N84°10'55"E T=53.03	(22) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°52'55"E T=53.03	(25) R=83.50 D=13°35'20" L=19.80 C=19.76 N81°55'25"W T=9.95	(26A) R=83.50 D=06°44'30" L=12.74 C=12.73 N70°45'30"W T=6.38	(26B) R=116.50 D=22°19'50" L=45.41 C=45.12 N77°33'10"W T=22.99
(27A) R=116.50 D=22°19'50" L=45.41 C=45.12 N80°07'00"E T=22.99	(27B) R=83.50 D=06°44'30" L=12.74 C=12.73 N73°15'20"E T=6.38	(28) R=83.50 D=13°35'20" L=19.80 C=19.76 N84°29'15"E T=9.95	(32) R=2230.00 D=02°32'48" L=99.12 C=99.11 N84°28'31"E T=49.57	(31) R=2230.00 D=02°32'00" L=98.60 C=98.58 N89°29'05"W T=49.31	(34A) R=2170.00 D=00°40'03" L=25.26 C=25.26 N82°38'56.5"E T=12.64	(34B) R=20.00 D=91°19'57" L=31.88 C=28.61 N51°23'03.5"W T=20.47	(35) R=770.00 D=03°00'00" L=40.32 C=40.31 N.04°13'05"W T=20.18	(36A) R=770.00 D=07°00'00" L=94.07 C=94.02 N.00°46'55"E T=47.10	(36B) R=830.00 D=01°10'00" L=16.90 C=16.90 N.03°41'55"E T=8.45	(C) R=20.00 D=90°00'00" L=31.42 C=28.28 N48°16'55"E T=20.00	(D) R=20.00 D=90°00'00" L=31.42 C=28.28 N43°43'05"W T=20.00	(REM2) R=2170.00 D=02°54'00" L=109.83 C=109.82 N87°01'55"E T=54.93
(Y) R=2230.00 D=03°02'00" L=118.08 C=118.05 N87°13'55"E T=58.04	(E1) R=2230.00 D=00°53'12" L=34.51 C=34.31 N83°43'31"E T=17.26	(EASE5) R=2230.00 D=01°13'45" L=47.84 C=47.84 N82°33'47.5"E T=23.92	(EASE8) R=2230.00 D=01°32'30" L=60.00 C=60.00 N84°16'55"E T=30.00	(EASE7) R=2170.00 D=00°40'28" L=25.54 C=25.54 N85°55'09"E T=12.77	(EASE6) R=2170.00 D=01°35'04" L=60.01 C=60.01 N87°02'55"E T=30.01	(EASE9) R=2230.00 D=00°35'45" L=36.18 C=36.18 N85°17'02.5"E T=18.06	(EASE10) R=2230.00 D=01°32'30" L=60.00 C=60.00 N87°02'55"E T=30.00					

REVISIONS		
4/8/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMARKS @ JAYCOX	
8/1/2001	ADDED BLOCK "D" AND INSERTED ADDITIONAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

5/5

DECEMBER 2000

EXHIBIT "C"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

Reduced sized drawing of the Preliminary Plan

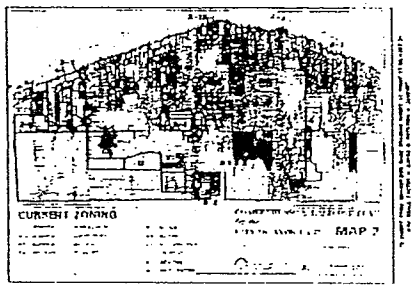
GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

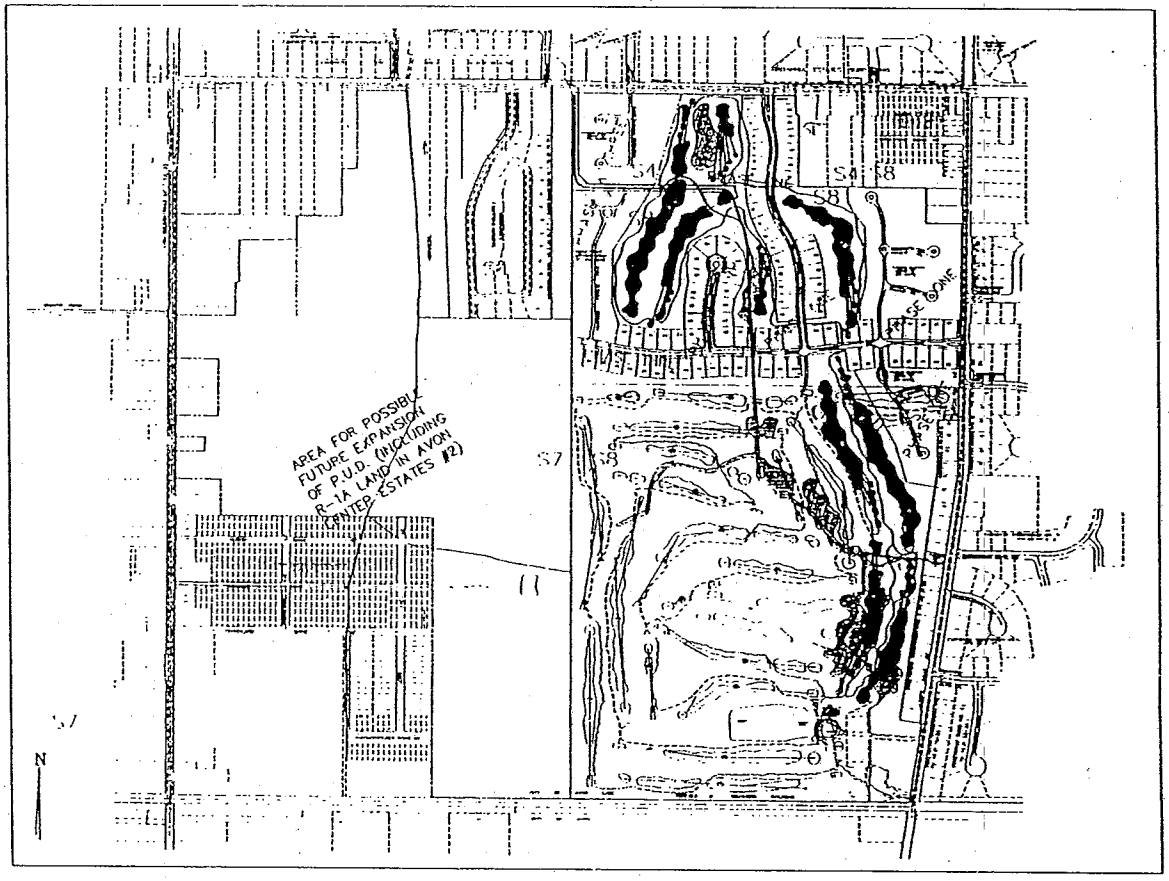
PLANNED UNIT DEVELOPMENT SUBDIVISION

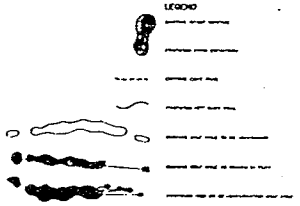
(FORMERLY KNOWN AS KOPF GOLF COMMUNITY)

VICINITY/LOCATION MAP



OVERALL SITE LAYOUT PLAN





MODIFICATIONS TO STANDARDS REQUESTED

NOTES:

UTILITY SERVICE TO DEVELOPMENT

DEVELOPMENT STATISTICS

OPEN SPACE AREAS

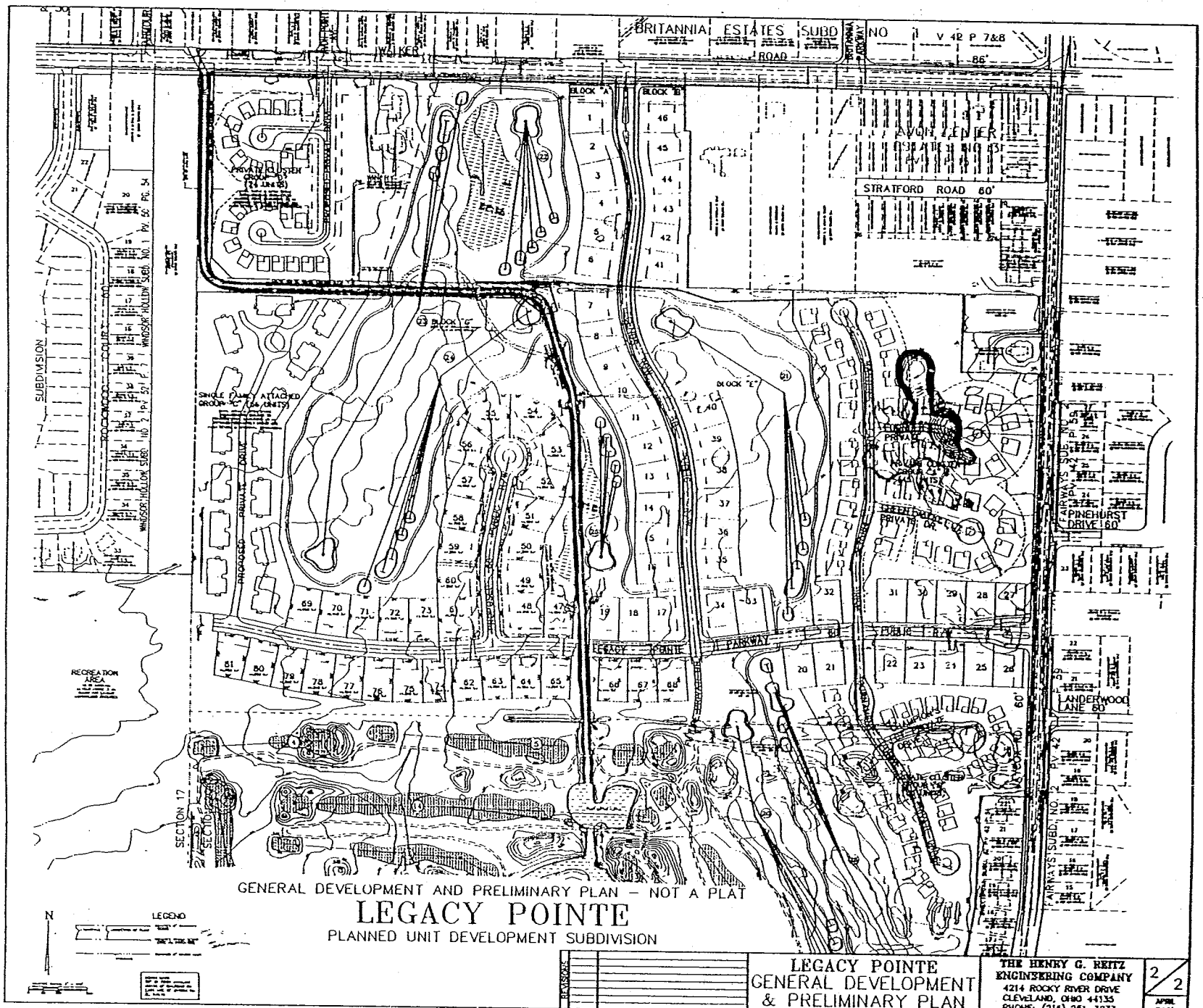
LAND USAGE BY UNIT TYPE

SUBDIVISION PHASING

DEVELOPER:
KOPF BUILDERS
420 AVON RIDGE ROAD
AVON LAKE, OHIO 44012
(440) 933-6808

ENGINEER:
HENRY C. REITZ ENGINEERING CO.
BY: V.P.
JAMES F. SAYLOR
P.E. # 57705 P.S. # 7475

DIVISIONS	LEGACY POINTE P.U.D. GENERAL DEVELOPMENT & PRELIMINARY PLAN	THE HENRY C. REITZ ENGINEERING COMPANY 4214 ROCKY RIVER DRIVE CLEVELAND, OHIO 44135 PHONE: (216) 251-3033	1/2 APRIL 2001



GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

PLANNED UNIT DEVELOPMENT SUBDIVISION

LEGACY POINTE
GENERAL DEVELOPMENT
& PRELIMINARY PLAN

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

2/2

APRIL 2005

BOX: LORAIN COUNTY TITLE CO.

EXHIBIT 5

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"The Articles of Incorporation of
Legacy Pointe Homeowners Association, Inc."

Date Filed:_____
Amount Paid:_____
Document Number:_____

ARTICLES OF INCORPORATION

OF

LEGACY POINTE HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Chapter 1702 of the Ohio Revised Code, does hereby certify:

FIRST: The name of said corporation shall be Legacy Pointe Homeowners' Association, Inc. (the "Corporation").

SECOND: The place in the State of Ohio where the principal office of the Corporation is to be located is the City of Avon Lake, County of Lorain.

THIRD: The purposes for which the corporation is formed are:

A. To administer and enforce the provisions of the Declaration of Covenants and Restrictions applicable to the Lots in the Legacy Pointe Development (the "Declaration") and the By-Laws of this corporation, as they are currently set forth as an Exhibit to the Declaration or as they may hereafter be amended, and to perform any other action permitted by law (unless restricted or prohibited by the Declaration, the By-laws, these Articles, or any related document), with respect to the maintenance and/or use of the Land, including, but not limited to, performing such duties and obligations imposed upon the Association pursuant to the Declaration, the By-Laws, the Articles or any agreement contemplated by or referred to within the Declaration. The corporation shall be responsible for any and all duties and obligations imposed by the provisions of indemnity and easement agreements with the City of Avon Lake; and the Trustees shall have the authority at any time or times to execute on behalf of the corporation any and all formal documents of assumptions thereof related to any such agreements, thereby relieving the Developer of any further duties and obligations thereunder.

B. In furtherance of all the foregoing, the corporation shall have all the rights, powers, privileges, authorities and immunities granted to and available to a

corporation organized as a non-profit corporation under Sections 1702.01, et seq., of the Ohio Revised Code, as the same is now in effect or as the same may be hereafter amended or supplemented.

FOURTH: The members of the corporation shall be:

A. All of the Owners of Lots located in The Legacy Pointe Subdivision No. 1, as provided under the Declaration of Covenants and Restrictions for Legacy Pointe, to be filed with the Recorder of Lorain County, Ohio;

B. All of the Owners of Lots located in subsequent phases of the development that may hereafter be added to the Land included within the Legacy Pointe Development;

(herein collectively called "owners" or "members"). Each such owner, by acquiring title to a Lot in the Legacy Pointe Development, shall automatically become a member of the corporation. Such membership shall continue only so long as such owner has title to such Lot and the transfer of title to such Lot shall automatically transfer the membership in the corporation to the transferee owner; but in no event shall Legacy Pointe, Ltd. be a member of the corporation except in its capacity as lessor of any unsold residential dwelling(s) on a Lot within the Legacy Pointe Subdivision.

FIFTH: The following persons, having their addresses set forth opposite their respective names, shall be the initial Trustees of the corporation, and shall serve as such until their successors are appointed as provided in the By-Laws.

H.R. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
Brett C. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
Barry J. Edelstein	420 Avon Belden Road Avon Lake, Ohio 44012

SIXTH: After the corporation has been organized, and the Declaration of Covenants and Restrictions for the Legacy Pointe Development has been filed with the Lorain County Recorder, the Board of Trustees shall consist of three (3) persons, who shall be appointed as provided in the By-Laws.

SEVENTH: The members of the corporation shall pay an annual assessment to the corporation which shall be equal to the cost of the maintenance, repair, taxes and assessments, insurance premiums and all other expenses incurred by the corporation for the performance of its obligations pursuant to the Declaration.

In the event that the corporation is required to make expenditures for extraordinary repair, replacement, renovation or expansion of all or any part of the general common areas or other property of the corporation, or in the event there is a deficit between actual operating expenses and the amount of annual assessments collected therefor, then, in that event, the Board of Trustees of the corporation shall have the right to levy special assessments against all the members of the corporation. Assessments shall be computed by the Board of Trustees, and such assessments shall be paid proportionately by the members of the corporation, based upon the total number of Lot Owners, condominium unit owners at that time comprising membership of the corporation.

EIGHTH: No part of the income of the corporation shall inure to the benefit of any member, trustee or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes); and no trustee or officer of the corporation shall be entitled as such to a share in the distribution of any of the corporate assets; and the same shall be fairly distributed to the members of the corporation as then determined by the Board of Trustees based upon the prior assessments, if any, or if there have been no assessments, proportionately to the members, based upon the total number of Lot Owners, condominium unit owners at that time comprising membership of the corporation.

NINTH: No sale of all or substantially all of the assets of the corporation shall be taken and had without the concurrence and assent of the members of the corporation having no less than seventy-five percent (75%) voting interest in the corporation; and no such sale may be made prior to January 1, 2016, without the prior written consent of Legacy Pointe, Ltd., its successors and assigns.

TENTH: These Articles of Incorporation may be amended as provided by law and by the affirmative vote of seventy-five percent (75%) of the members of the Corporation entitled to exercise the voting power of the Corporation.

ELEVENTH: The existence of the Corporation shall be perpetual.

TWELFTH: The Corporation shall provide indemnification to its officers, trustees and other individuals as follows:

A. The Corporation shall, in the case of any person who is or was an officer or Trustee and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party or is threatened to be made a

party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise, against expenses, including reasonable attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe that such person's conduct was unlawful.

B. The Corporation shall, in the case of any person who is or was an officer or Trustee, and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including reasonable attorneys' fees, actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that, the Court of Common Pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses as the Court of Common Pleas or such other court shall deem proper.

C. To the extent that a director, Trustee, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to herein above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including reasonable attorneys' fees, actually and reasonably incurred by him in connection therewith.

D. Any indemnification under Sections (a) and (b) above unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (a) by a majority vote of a quorum consisting of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation, or any person to be indemnified within the past five (5) years, or (c) by the Members of the Corporation holding a majority of its voting power, or (d) by the Court of Common Pleas or the court in which such action, suit, or proceeding was brought. Any determination made hereunder by the disinterested Trustees or by independent legal counsel shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Corporation and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

E. Expenses, including reasonable attorneys' fees, incurred in defending any action, suit or proceeding referred to in Sections (a) and (b) above, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized herein.

F. The indemnification provided by this Twelfth Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Articles of Incorporation, the Declaration, or the By-Laws for this Corporation or any agreement, vote of the members of the Corporation or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such

office, and shall continue as to a person who has ceased to be a director, Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

G. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Twelfth Article.

H. As used in this Twelfth Article, references to the Corporation include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was a Trustee, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such a constituent corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Twelfth Article with respect to the new or surviving corporation as such person would if such person had served the new or surviving corporation in the same capacity.

IN WITNESS WHEREOF, the undersigned, H. R. Kopf, as the incorporator, has hereunto subscribed his name this 2nd day of November, 2001.

H. R. KOPF, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Legacy Pointe Homeowners' Association, Inc., hereby appoints Barry J. Edelstein, a natural person and resident of the State of Ohio, as its Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the Agent is 420 Avon Belden Road, Avon Lake, Ohio 44012.

Date: Nov 2, 2001

HARTKOPF, Incorporator

ACCEPTANCE:

The undersigned, Barry J. Edelstein, hereby accepts the foregoing appointment as Statutory Agent for the corporation, upon whom process, tax notices, or demands may be served.

Date: Nov 2, 2001

BARRY J. EDELSTEIN

EXHIBIT 6

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Homeowners' Association By-Laws"

(a) Wages and Fees for Services 7
(b) Certain Maintenance 7
(c) Additional Expenses 7
4.02 Rules and Regulations 7
4.03 No Active Business to be Conducted for Profit 8
4.04 Delegation of Duties 8
4.05 Applicable Laws 8

ARTICLE V.
FEES AND ASSESSMENTS 8
5.01 Fees and Assessments 8
5.02 Operating Fund 8
5.03 Due Dates of Assessments; Defaults 9
5.04 Statement of Unpaid Assessments or Charges 10
5.05 Books and Records of Association 10
5.06 Status of Funds Collected by Association 10
5.07 Annual Examination 11

ARTICLE VI.
GENERAL PROVISIONS 11
6.01 Rights Pending Expiration of the Control Period 11
6.02 Service of Notices on the Board of Trustees 11
6.03 Service of Notices on Devisees and Personal Representatives 11
6.04 Non-Waiver of Covenants 11
6.05 Agreements Binding 11
6.06 Notices of Mortgages 11
6.07 Severability 12
6.08 Perpetuities and Restraints on Alienation 12
6.09 Amendments to the Declaration 12

ARTICLE VII.
INDEMNIFICATION 12
7.01 Generally 12

ARTICLE VIII.
AMENDMENTS 12
8.01 Amendments of By-Laws 12

BY-LAWS
OF
LEGACY POINTE HOMEOWNERS' ASSOCIATION, INC.

The within By-Laws are adopted by the incorporator of Legacy Pointe Homeowners' Association, Inc. pursuant to Chapter 1702 of the Ohio Revised Code. Unless otherwise defined, all terms and/or words used herein which are defined in the Declaration of Restrictions, Reservations and Covenants of Legacy Pointe, recorded as document number _____, on _____, 20___ by the Lorain County Recorder (the (Declaration"), have the same meaning herein as set forth therein. All present or future Lot Owners, other than Developer, (when not acting as lessor of any unsold Residences, as provided in the Declaration), or the tenants and employees of such Lot Owners, or any other person who might use any facilities available to the Legacy Pointe Subdivision (hereinafter called "Legacy Pointe" or the "Subdivision"), shall be subject to these By-Laws and to any covenants, provisions or regulations hereafter adopted by the Board of Trustees of the Legacy Pointe Homeowners' Association, Inc. The mere acquisition or rental of any of the Lots located within Legacy Pointe, or the mere act of occupancy of any of the Residences on said Lots shall constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I.
THE ASSOCIATION

1.01 Name and Nature of Association. The Association shall be an Ohio corporation not for profit, and shall be called Legacy Pointe Homeowners' Association, Inc.

1.02 Membership. Each Owner, upon acquisition of title to a Lot, shall automatically become a "Member" of the Association. Such membership shall terminate upon the sale or other disposition by such Member of his or her ownership of a Lot, at which time the new owner of such Lot shall automatically become a Member of the Association, or upon the removal by Developer of such Lot from the operation of the Declaration as provided therein.

1.03 Voting Rights. There shall be one (1) voting Member for each Lot. Such voting Member may be the Owner or the group composed of all the Owners of a Lot, and each Owner (or group of owners collectively) shall be entitled to one (1) vote per Lot owned by such Owner or group. The number of voting Members in the Association at any given time will correspond to the actual number of Lots sold by Developer. Initially, there shall be no more than forty six (46) voting Members in the Association, representing the number of Lots initially subject to the Homeowners' Declaration. There will be fewer than forty six (46) voting Members until such time as all Lots are sold, leased or rented by Developer. Developer may add additional Lots to the Legacy Pointe

Development; whereupon the Owners of such additional Lots shall automatically become voting Members upon acquisition of title to such additional Lots. The Developer currently contemplates that there will be a total of eighty one (81) Lots in the Legacy Pointe Subdivision after the first three phases of the subdivision has been developed. In the event all of the eighty one (81) Lots become subject to the Declaration then there will be no fewer than eighty one (81) voting Members. Developer may elect to amend the Homeowners' Declaration (as provided in the Homeowners' Declaration) to increase or reduce the number of Lots within the Legacy Pointe Development and the corresponding number of voting Members of the Association; in such event, the total number of votes of all voting Members shall be as many as there are Lots within the Legacy Pointe Development after such amendment or amendments to the Homeowners' Declaration.

1.04 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his, her or their behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the Member or Members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

1.05 Meetings of Members.

(a) Annual Meeting. The annual meeting of the Members of the Association for the election of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before the meeting shall be held at the office of the Association, or at such other place upon or within the Legacy Pointe Development or elsewhere, as may be designated by the Board of Trustees and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held as soon as practicable after the end of the Control Period (as defined in Section 6.1 hereof). Thereafter, the annual meeting of Members of the Association shall be held on such date as the Board of Trustees, in its discretion, shall designate.

(b) Special Meetings. Special meetings of Members of the Association may be held on any business day when called by the President of the Association or by the Board of Trustees of the Association or by Members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association.

Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the

Members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:30 P.M. or as otherwise declared by the Board of Trustees and shall be held at the office of the Association or at such other time and place within the Legacy Pointe Development or elsewhere as shall be specified in the notice of such meeting.

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of a Lot of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

(d) Quorum - Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise twenty five percent (25%) of the voting power of the Association, present in person or by proxy, shall constitute a quorum for such meeting and the acts of the majority of the Members of the Association present at a meeting at which a quorum is present shall be the acts and deeds of the Members of the Association; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment

need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

ARTICLE II.
BOARD OF TRUSTEES

2.01 Number and Qualification. Except as provided in Section 6.1 hereof, the Board of Trustees shall consist of not less than three (3) persons each of whom must be an occupier of a Residence and either an Owner, a beneficial owner, a spouse of an Owner or a spouse of a beneficial owner of a Residence.

2.02 Election of Trustees; Vacancies. Except as provided in Section 6.1 hereof, the trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing trustees. At a meeting of Members of the Association at which trustees are to be elected, only persons nominated as candidates shall be eligible for election as trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining trustees, though less than a majority of the whole authorized number of trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term;

2.03 Term of Office; Resignations. Except as provided in Section 6.1 hereof, each trustee shall hold office for two year terms. The two year terms of the trustees shall be staggered to provide for the term of one of the Trustee's to end in even numbered years and the term of the other two trustees to end in odd numbered years. The term of each trustee shall continue until the annual meeting of the Members of the Association held in the year the term of such trustee ends and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees, or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Trustee may specify. Members of the Board of Trustee shall serve without compensation.

2.04 Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected trustees and those trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.05 Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the trustees, but at least one (1) such meetings shall be held during each fiscal year.

2.06 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or at least two (2) trustees. Written notice of the time and place of such

meeting shall be given to each trustee either by personal delivery or by mail, telegram, facsimile, or telephone at lease two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Trustee of notice of such meeting, and such notice may be waived in writing, before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

2.07 Quorum; Adjournment. A quorum of the Board of Trustees shall consist of a majority of the trustees then in office; provided that a majority of the trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

2.08 Removal of Trustees. Except as provided in Section 6.1 hereof, at any regular or special meeting of Members of the Association duly called at which a quorum shall be present, any one or more of the trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association present in person or by proxy at such meeting, or by at least fifty-one percent (51%) of the total voting power of the Association, (whichever requires the lesser number of actual votes), and a successor or successors to such trustee or trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

2.09 Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association out of the Operating Reserve Fund as provided by Article IV hereof.

ARTICLE III.
OFFICERS

3.01 Election and Designation of Officers. The Board of Trustees shall elect a President, a Vice President, a Secretary and a Treasurer, at least three (3) of whom shall be members of the Board of Trustees. The Board of Trustees may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary or appropriate who are not members of the Board of Trustees but who are Members of the Association.

3.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3.03 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association, and shall have such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-Laws.

3.04 Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act, and shall have such other authority and perform such other duties as may be determined by the Board of Trustees.

3.05 Secretary. The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board of Trustees. The Secretary shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of Members of the Association and of the Board of Trustees required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

3.06 Treasurer. The Treasurer shall receive and have charge of all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Trustees. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the trustees, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

3.07 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

3.08 Delegation of Authority and Duties. The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV.
GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Operating Reserve Fund. Each Owner of a Lot, other than Developer (except in Developer's capacity as lessor of any Residence(s), as provided in the Declaration), shall pay an annual membership fee and assessment, as provided herein, to the Association for the benefit of all the Lot Owners, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Operating Reserve Fund"), and out of the Operating Reserve Fund the Association shall arrange and pay for the following:

(a) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of any person or persons required for the maintenance or operation of any property that may be owned, operated, administered or managed by the Association, and any legal, accounting and other services necessary or proper in the organization, operation and enforcement of the rights of the Association or the enforcement of the terms, conditions, covenants, restrictions and obligations set forth in Homeowners' Declaration and these By-Laws;

(b) Certain Maintenance. The cost of correction of a breach of covenant as provided in the Declaration, if such correction is necessary, in the discretion of the Board of Trustees, to prevent material deterioration of property values and if the Owner or Owners of said Lot have failed or refused to correct such breach of covenant within a reasonable time after written notice of the necessity of said correction has been delivered by the Association to said Owner or Owners; provided that the Association shall levy special assessments against such Owner or Owners for the cost of such correction; and

(c) Additional Expenses. The cost of any other materials, supplies, labor, services maintenance, insurance or assessments which the Association is authorized or required to secure or pay for pursuant to the terms of the Homeowners' Declaration and/or these By-Laws or by law or which is, in the opinion of the Association, necessary or proper for the maintenance and operation of the Legacy Pointe Development or for the enforcement of the Homeowners' Declaration and these By-Laws.

4.02 Rules and Regulations. The Board of Trustees may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth

in the Homeowners' Declaration and these By-Laws, as it may deem advisable for the maintenance, conservation and beautification of the Legacy Pointe Development, and for the health, comfort, safety and general welfare of the Owners and occupants of Residences constructed upon Lots in the Legacy Pointe Development. Written notice of such rules and regulations shall be given to all Lot Owners. The Residences and Lots shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Master Declaration, the Homeowners' Declaration or of these By-Laws, the rules and regulations of the Master Declaration, the Homeowners' Declaration and of these By-Laws shall govern.

4.03 No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Lot Owners or any of them.

4.04 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

4.05 Applicable Laws. The Association shall be subject to and governed by the provisions of Chapter 1702 of the Ohio Revised Code. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Lot Owners, and all persons claiming under them, covenant to vote in favor of such amendment in the Articles or By-Law as will remove such conflicts or inconsistencies.

ARTICLE V.
FEES AND ASSESSMENTS

5.01 Fees and Assessments. Assessments, both annual and special, may be levied by the Association from time to time at a meeting of the Board of Trustees by a majority vote of the Board of Trustees. Special Assessments may, if so stated in the Board of Trustees' resolution authorizing such assessment, be payable in installments over a period of years.

5.02 Operating Fund. The Association shall establish an Operating Fund (the "Fund") into which assessments shall be paid. All assessments paid to the Association shall be retained in the Fund and used for the purposes allowed in Homeowners' Declaration.

(a) Each person who purchases a Lot from the Developer shall pay an assessment of Fifty Dollars ($50.00) per Lot purchased. The new Owner of the Lot shall pay the assessment directly to the Association, through escrow,

at the time of title transfer. The assessment set forth in this section shall not be owed by an entity that purchases a Lot or Lots from the Developer prior to the construction of a Residence of such Lot in the event the entity purchased the Lot with the intent to construct a Residence on such Lot and thereafter transfer the Lot and Residence to a bonafide purchaser for value. However, in each such instance, the Fifty Dollar ($50.000) assessment set forth in this section shall then be paid on the first transfer of such Lot to a bonafide purchaser for value.

(b) Each Owner who purchases a Lot from any person or entity other than the Developer, (except on the initial transfer of a Residence from a builder other than the Developer as set forth above) shall pay an assessment of One Hundred Dollars ($100.00) per Lot purchased (or such greater amount as the Board of Trustees may from time to time determine). The One Hundred Dollar ($100.00) assessment shall be due and payable each and every time a Lot transfers to a bonafide purchaser for value. The purchaser of the Lot, as the new Owner, shall be responsible for the payment of the assessment. The assessment shall be paid directly to the Association at the time of title transfer by the seller, escrow agent, financial lending institution, title company or other person or entity entity handling the transfer. The funds collected by the transfer agent shall be immediately transmitted to the Association and made a part of the Association's operating reserve fund or used by the Association for any other purpose permitted by this Declaration.

(c) Until the Board of Trustees determines otherwise, there shall be no annual assessment. The Board of Trustees shall have the right to require the payment of an annual assessment. The Board of Trustees may require the annual assessment be paid in monthly or other periodic installments during the year. Except as hereinafter provided, Developer shall not be required to pay the annual assessment for any Lots owned by Declarant or the Developer in the Legacy Pointe Development. Each year the Board of Trustees will establish a budget setting forth the estimate by the Board of Trustees of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. Each Owner (other than Developer) shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by the number of Lots within the Legacy Pointe Development, exclusive of any Lots owned by Developer.

5.03 Due Dates of Assessments; Defaults. The due date of any assessment or installment thereof shall be fixed by the Board of Trustees authorizing such assessment, and written notice of

such assessment or installment thereof shall be given to each Lot Owner subject thereto at least sixty (60) days in advance of such due date.

If an assessment, or installment thereof, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may, after such thirty (30) day period, bring an action at law against the Lot Owner responsible for the payment of such delinquent amount and (additionally or alternatively) may foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the costs of the action, including, but not limited to, the Associations legal fees and other expenses of litigation. The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the Lot and against the Owner of the Lot.

5.04 Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased by subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

5.05 Books and Records of Association. The Association shall keep full and correct books of account, and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Lot Owner. Upon ten (10) days' notice to the Board of Trustees, any Lot Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

5.06 Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Lot Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all the Lot Owners in proportion to each Lot Owner's percentage obligation in the Association, based on the relative number of Lots from time to time comprising the Legacy Pointe Development (as such percentage may be amended).

5.07 Annual Examination. The books of the Association shall be examined, reviewed or audited once a year by the Board of Trustees, and such examination, review or audit shall be completed prior to each annual meeting. If requested by two (2) members of the Board of Trustees, such examination, review or audit shall be made by a certified public accountant. In addition, and at any time requested by the Owners of ten (10) or more Lots, including the Developer, the Board of Trustees shall cause an additional examination, review or audit to be made.

ARTICLE VI.
GENERAL PROVISIONS

6.01 Rights Pending Expiration of the Control Period. For the period commencing on the date hereof and ending on the earlier of (i) October 1, 2026, or (ii) one (1) year after the date that construction of all Residences within the Legacy Pointe Development has been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to the Legacy Pointe Development, as provided in the Master Declaration and/or the Homeowners Declaration, (or sooner, at the election of the Developer) (the "Control Period"), the Board of Trustees shall consist of three (3) persons selected by the Developer, such persons need not be Lot Owners, and the trustees so selected shall not be subject to the provisions of Sections 2.1, 2.2, 2.3 and 2.8 hereof.

6.02 Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer in care of the Association at 420 Avon Belden Road, Avon Lake, Ohio 44012.

6.03 Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Lot Owner is being administered.

6.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.05 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Lot Owners, their successors and assigns.

6.06 Notices of Mortgages. Any Lot Owner who mortgages his or her Lot shall notify the Association, in such manner as the Association may direct, of the name and address of his or her mortgagee, and thereafter shall notify the Association of the payment, cancellation or other alteration

in the status of such mortgage. The Association shall maintain such information in a book entitle "Mortgages of Lots."

6.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

6.08 Perpetuities and Restraints on Alienation. If any of the provisions, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George Bush, former President of the United States, and George M. Voinovich, United States Senator from the State of Ohio.

6.09 Amendments to the Declaration. To the extent that these By-Laws and the operation and governance of the Association are subject to the Declaration, the same shall also be subject to any modification or amendment to the Declaration.

ARTICLE VII.
INDEMNIFICATION

7.01 Generally. The Corporation shall indemnify any Trustee or officer or any former Trustee or officer of the Corporation or any person who is serving or has served at the request of the Corporation (and such person's heirs, executors and administrators) against expenses, including reasonable attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Trustee or officer by reason of the fact that such person was such Trustee, officer or agent, in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the extent and according to the procedures and requirements set forth in the Ohio Nonprofit Corporation Law. The indemnification provided for herein shall not be deemed to restrict the right of the Corporation to indemnify employees, agents and others as permitted by such law.

ARTICLE VIII.
AMENDMENTS

8.01 Amendments of By-Laws. These By-Laws, may be amended, from time to time, by the actions or approval of Lot Owners exercising seventy-five percent (75%) or more of the voting power of the Association; provided, however, that any provisions of these By-Laws affecting the rights duties, obligations or interests of Developer and/or its agents may not be amended or modified without the prior written consent of Developer.

IN WITNESS WHEREOF, these By-Laws have been executed by the initial Board of Trustees of the Association, this 1st day of January, 2002.

Signed and acknowledged
in the presence of:

Anne M. Hatfield
Jean M. Jaynes

Anne M. Hatfield
Jean M. Jaynes

Anne M. Hatfield
Jean M. Jaynes

LEGACY POINTE HOMEOWNERS ASSOCIATION, INC.

By: _____
H.R. Kopf

By: _____
Barry J. Edelstein

By: _____
Brett C. Kopf

STATE OF OHIO)
) SS
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named Legacy Pointe Homeowners' Association Inc., by H.R. Kopf, Barry J. Edelstein and Brett C. Kopf, its initial trustees, who acknowledged the signing of the foregoing instrument to be their free act and deed, personally and as such trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Anne M. Hatfield
NOTARY PUBLIC

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

This Document Prepared By:
Kenneth R. Resar
Attorney at Law
520 Broadway Avenue
Lorain, Ohio 44052
PH: (440) 244-5214

EXHIBIT 7

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Reduced Sized Copy of the Plat"

LEGACY POINTE SUBDIVISION NO. 1

PLAT

BEING PART OF
AVON TOWNSHIP SECTION NO. 20
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

LOTS ARE SUBJECT TO HOMEOWNER'S ASSOCIATION.
MAINTENANCE OF BLOCKS "A" THROUGH "D" IS TO BE PROVIDED FOR BY THE OVERALL ASSOCIATION.
MAINTENANCE OF BLOCK "F" IS TO BE PROVIDED FOR BY THE CONDOMINIUM ASSOCIATION OF CLUSTER GROUP "A".
MAINTENANCE OF BLOCKS "E" & "G" ARE TO BE PROVIDED FOR BY THE GOLF COURSE MANAGEMENT COMPANY.
(DOCUMENTS ON FILE AT CITY AND TO BE RECORDED SIMULTANEOUSLY AT COUNTY.)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, LEGACY POINTE LTD., I HAVE SURVEYED AND PLATTED LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND CONTAINING 74.5772 ACRES IN AVON TOWNSHIP SECTION NO. 20, NOW IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO.

AT ALL POINTS INDICATED @ 5/8" CAPPED IRON PIN MONUMENTS WERE FOUND OR WERE SET.
AT ALL POINTS INDICATED o 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

MEASUREMENTS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN ARE ASSUMED AND FOR THE PURPOSE OF DESCRIBING ANGLES ONLY. THE PLAN REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE TRACT AND OF EACH BLOCK WHEN COMPUTED FROM FIELD MEASUREMENTS OF THE GROUND, CLOSED WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO TEN THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY. THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PERFORMING THIS SURVEY. ALL OF WHICH I CERTIFY TO BE CORRECT.

OCTOBER, 2000

ACREAGE IN 48 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8393 AC.
ACREAGE IN STREETS	6.1830 AC.
TOTAL	74.5772 AC.

JAMES T. SAYLER, REGISTERED SURVEYOR NO. S-7425

OWNERS CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND SURVEY, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS AT OUR REQUEST AND AUTHORIZE ITS RECORDING. WE DO HEREBY DEDICATE TO PUBLIC USE THE STREETS SHOWN HEREON AND DESIGNATED AS WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER
420 AVON BELDEN RD. ROAD
AVON LAKE, OH 44012

BY _____
H. R. KOPF, PRESIDENT

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS

STORM SEWER, SANITARY SEWER AND WATERLINE EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED BY THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND WHO DO HEREBY GRANT UNTO THE CITY OF AVON LAKE, (HEREINAFTER REFERRED TO AS THE "GRANTEE"), A PERMANENT RIGHT-OF-WAY AND EASEMENT OF SUCH WIDTHS AND LENGTHS AS DEFINED AND SHOWN ON THIS PLAT OVER AND THROUGH SUCH BLOCKS AND SUBLOTS AS SHOWN HEREON TO CLEAN, DEEPEN, WIDEN, IMPROVE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH IMPROVEMENTS ABOVE AND BELOW GROUND, TO MAINTAIN AND/OR IMPROVE SUCH FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR MAINTAINING PUBLIC SERVICES, DRAINAGE AND UTILITIES AS GRANTEE MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES, SUBJECT TO THE TERMS INCLUDED HEREIN. NO STRUCTURES SHALL BE PLACED WITHIN SAID EASEMENTS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT WITHOUT LIABILITY THEREFORE, TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNS, WITHIN SAID EASEMENT PREMISES, WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SUCH DRAINAGE, PUBLIC UTILITIES AND FACILITIES. THE RIGHT TO CLEAN, WIDEN, DEEPEN, REPAIR, AUGMENT AND MAINTAIN PUBLIC DRAINAGE AND SERVICE WITHIN THE ABOVE DESCRIBED EASEMENT PREMISES, WITH THE RIGHT OF ACCESS AND EGRESS TO ANY OF THE WITHIN SHOWN EASEMENTS FOR EXERCISING ANY OF THE PURPOSES OF THIS EASEMENT GRANT. THE GRANTEE SHALL NOT BE REQUIRED TO REPLACE OR REPAIR ANY CURBS, FENCES, SIDEWALKS, DRIVEWAYS, ROADWAYS, PARKING AREAS, SIGNAGE AND LANDSCAPING, INCLUDING ORNAMENTAL TREES, BUSHES AND SPECIAL PLANTINGS AND THAT THE SAME ARE CONSTRUCTED ON THE EASEMENT AREA AT THE GRANTOR'S RISK; THE GRANTEE'S ONLY OBLIGATION BEING TO RESTORE THE DENSITY OF SUBSURFACE MATERIAL AND TO REPAIR OR REPLACE ANY GRASS DAMAGED IN SUCH MAINTENANCE, REPAIR OR RECONSTRUCTION.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY: _____
H. R. KOPF, PRESIDENT

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., BY: H. R. KOPF, PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

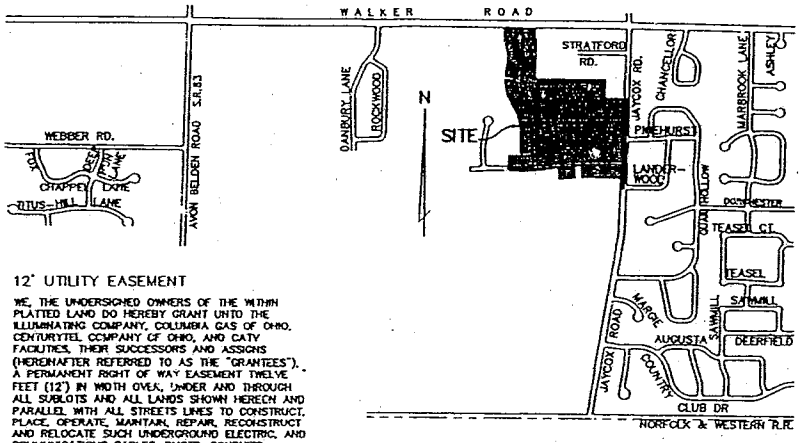
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SITE MAP

1" = 800'



12' UTILITY EASEMENT

WE, THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, COLUMBIA GAS OF OHIO, CENTURYTEL COMPANY OF OHIO, AND CATV FACILITIES, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE "GRANTEES"), A PERMANENT RIGHT OF WAY EASEMENT TWELVE FEET (12') IN WIDTH OVER, UNDER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH ALL STREETS LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC, AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, SURFACE OR BELOW GROUND, MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE NECESSARY AND CONVENIENT FOR THE GRANTEES TO DISTRIBUTE AND TRANSMIT ELECTRICITY, AND COMMUNICATIONS SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS GRANTEES MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT SHALL INCLUDE THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND AUGMENT ELECTRIC AND COMMUNICATION FACILITIES OUTSIDE THE ABOVE DESCRIBED PREMISES AND SHALL ALSO INCLUDE THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR THE PURPOSE OF EXERCISING ANY OF THE EASEMENTS RIGHTS INDICATED HEREIN. GRANTEES SHALL AT THEIR EXPENSE RESTORE THE LAND TO ITS CONDITION AS IT EXISTED IMMEDIATELY PRIOR TO THE WORK PERFORMED BY GRANTEES, EXCEPT GRANTEES SHALL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY PERMANENT STRUCTURES, TREES OR SHRUBS WHICH ARE LOCATED WITHIN THE EASEMENT BOUNDARIES AND ARE DAMAGED OR REMOVED AS A RESULT OF WORK PERFORMED AS PROVIDED FOR HEREIN BY GRANTEES. THE SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

LEGACY POINTE LTD., BY KOPF CONSTRUCTION CORP., MANAGER

BY _____
H. R. KOPF, PRESIDENT

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT OHIO SAVINGS BANK, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR OHIO SAVINGS BANK, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, MORTGAGEE OF LANDS CONTAINED WITHIN THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AS SHOWN HEREON AND REPRESENTED BY THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF SAID PLAT AND HEREBY RELEASES THE LAND COMPRISING WALKER ROAD, JAYCOX ROAD, LEGENDS ROW AND LEGACY POINTE PARKWAY, AS SHOWN HEREON, FROM THE LIEN AND OPERATION OF ITS MORTGAGE.

BY: _____

NOTARY PUBLIC

COUNTY OF LORAIN)
STATE OF OHIO) SS
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR FIRST FEDERAL OF LAKEWOOD SAVINGS AND LOAN, BY: _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF LEGACY POINTE SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE, AND FIND THE MONUMENTS SET ARE SUFFICIENT TO DEFINE THE STREETS AS SHOWN HEREON.

_____
AVON LAKE MUNICIPAL ENGINEER
WADE M. WERTZ, P.E.

PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF AVON LAKE, ON THE _____ DAY OF _____ 20____

_____
AVON LAKE PLANNING COMMISSION SECRETARY

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 HAS BEEN ACCEPTED BY THE COUNCIL OF THE CITY OF AVON LAKE, LORAIN COUNTY, OHIO BY ORDINANCE NO. _____ PASSED THE _____ DAY OF _____ 20____

_____ _____
MAYOR
ROBERT J. BERNER
CLERK OF COUNCIL
KATHLEEN LYNCH

LAW DIRECTOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE LEGACY POINTE SUBDIVISION NO. 1 AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE.

_____
AVON LAKE LAW DIRECTOR
GEOFFREY R. SMITH

LORAIN COUNTY AUDITOR

LORAIN COUNTY RECORDER

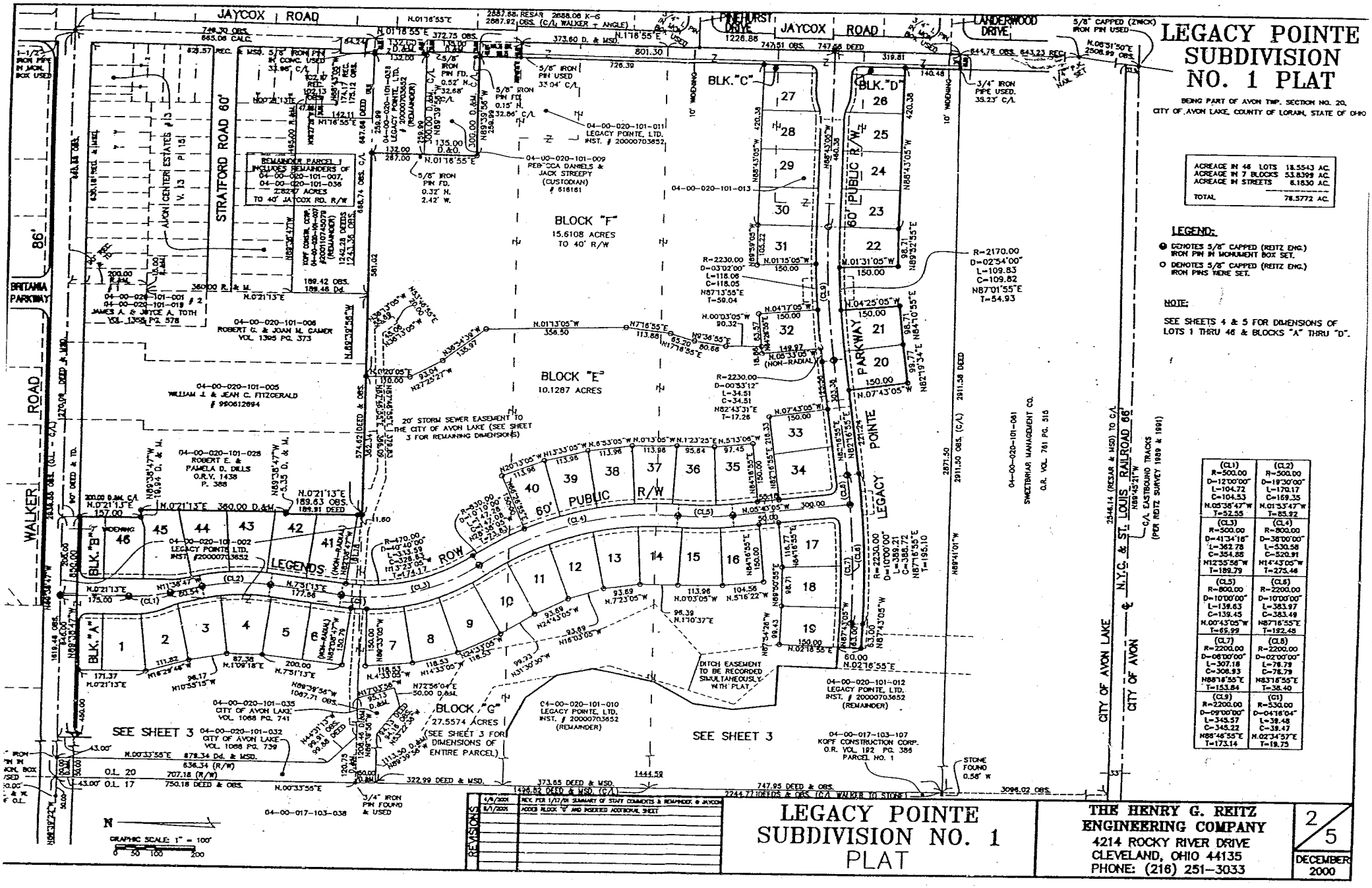
REVISIONS		
	4/6/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & ROUNDED @ JAYCOX
	8/1/2001	ADDED BLOCK "G" AND ADDED ADDITIONAL SHEET

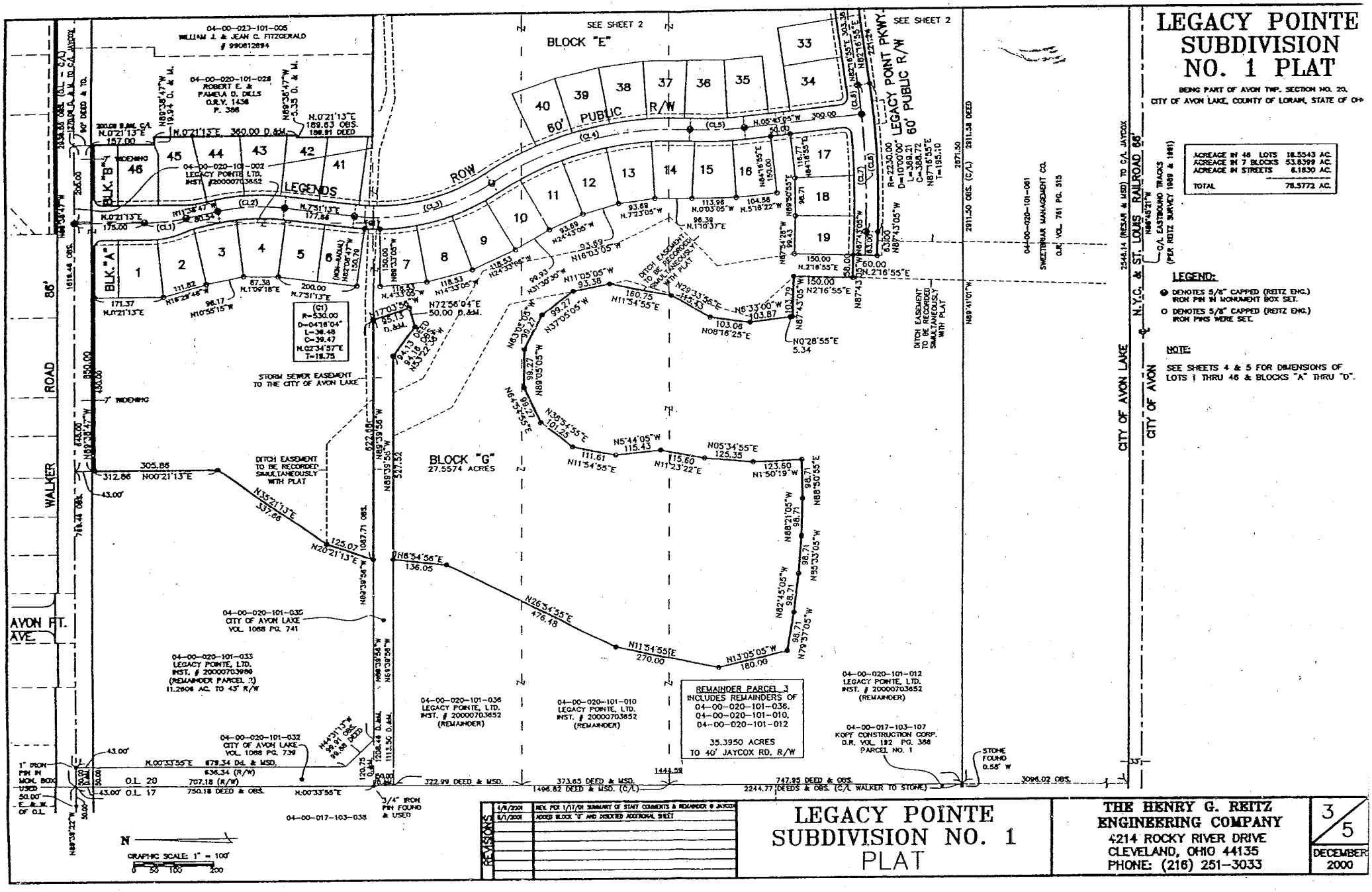
LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

1/5

DECEMBER 2000


JAYCOX ROAD
PINEHURST DRIVE
LANDERWOOD DRIVE
STRATFORD ROAD 60'
WALKER ROAD
BRITANIA PARKWAY
AVON CENTER ESTATES #13
BLK. "A"
BLK. "B"
BLK. "C"
BLK. "D"
BLOCK "E"
10.1287 ACRES
BLOCK "F"
15.6108 ACRES
TO 40' R/W
BLOCK "G"
27.5574 ACRES
(SEE SHEET 3 FOR DIMENSIONS OF ENTIRE PARCEL)
REMAINDER PARCEL I
INCLUDES REMAINDERS OF
04-00-020-101-007,
04-00-020-101-036
2.8207 ACRES
TO 40' JAYCOX RD. R/W
LEGACY POINTE BLVD.
60' PUBLIC R/W
LEGACY POINTE PARKWAY
60' PUBLIC R/W
LEGENDS ROW
60' PUBLIC R/W
20' STORM SEWER EASEMENT TO THE CITY OF AVON LAKE (SEE SHEET 3 FOR REMAINING DIMENSIONS)
DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT
SEE SHEET 3
SEE SHEET 3
CITY OF AVON LAKE
CITY OF AVON
N.Y.C. & St. LOUIS RAILROAD 66'
C/L EASTBOUND TRACKS (PER REITZ SURVEY 1989 & 1991)
04-00-020-101-001 #2
JAMES A. & JOYCE A. TOTH
VOL. 1358 PG. 578
04-00-020-101-006
ROBERT G. & JOAN M. CAMER
VOL. 1395 PG. 373
04-00-020-101-005
WILLIAM J. & JEAN C. FITZGERALD
9508128944
04-00-020-101-028
ROBERT E. & PAMELA D. DILLS
O.R.V. 1438 P. 388
04-00-020-101-002
LEGACY POINTE LTD.
INST. #200007033652
04-00-020-101-035
CITY OF AVON LAKE
VOL. 1068 PG. 741
04-00-020-101-032
CITY OF AVON LAKE
VOL. 1068 PG. 739
04-00-020-101-038
LEGACY POINTE LTD.
INST. # 200007033652
(REMAINDER)
04-00-020-101-011
LEGACY POINTE, LTD.
INST. # 200007033652
04-00-020-101-009
REBECCA DANIELS & JACK STREEPY
(CUSTODIAN)
616161
04-00-020-101-013
04-00-020-101-010
LEGACY POINTE LTD.
INST. # 200007033652
(REMAINDER)
04-00-020-101-012
LEGACY POINTE, LTD.
INST. # 200007033652
(REMAINDER)
04-00-017-103-107
KOPF CONSTRUCTION CORP.
O.R. VOL. 192 PG. 386
PARCEL NO. 1
04-00-017-103-038
04-00-020-101-081
SWEETBRIAR MANAGEMENT CO.
O.R. VOL. 761 PG. 515
KOPF CONSER. CORP.
04-00-020-101-007
#200107045078
(REMAINDER)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46
(CL1) R=500.00 D=12°00'00" L=104.72 C=104.53 N.05°38'47"W T=52.55
(CL2) R=500.00 D=19°30'00" L=170.17 C=169.35 N.01°33'47"W T=85.92
(CL3) R=500.00 D=41°34'16" L=362.78 C=354.88 N12°55'56"W T=189.79
(CL4) R=800.00 D=38°00'00" L=530.58 C=520.91 N14°43'05"W T=275.46
(CL5) R=800.00 D=10°00'00" L=139.63 C=139.45 N.00°43'05"W T=69.99
(CL6) R=2200.00 D=10°00'00" L=383.97 C=383.49 N87°16'55"E T=192.48
(CL7) R=2200.00 D=08°00'00" L=307.18 C=306.93 N88°16'55"E T=153.84
(CL8) R=2200.00 D=02°00'00" L=76.79 C=76.79 N83°16'55"E T=38.40
(CL9) R=2200.00 D=09°00'00" L=345.57 C=345.22 N88°46'55"E T=173.14
(C1) R=530.00 D=04°18'04" L=39.48 C=39.47 N.02°34'57"E T=19.75
R=2230.00 D=03°02'00" L=118.06 C=118.05 N87°13'55"E T=59.04
R=2230.00 D=00°53'12" L=34.51 C=34.51 N82°43'31"E T=17.26
R=2170.00 D=02°54'00" L=109.83 C=109.82 N87°01'55"E T=54.93
R=470.00 D=14°35'58" L=119.73 C=119.43 N13°23'05"W T=174.17
R=530.00 D=14°35'58" L=134.99 C=134.62 N13°23'05"W T=67.83


LEGACY POINTE SUBDIVISION NO. 1 PLAT
BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO
ACREAGE IN 46 LOTS 18.5543 AC.
ACREAGE IN 7 BLOCKS 53.8399 AC.
ACREAGE IN STREETS 6.1830 AC.
TOTAL 78.5772 AC.
LEGEND:
● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.
○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.
NOTE:
SEE SHEETS 4 & 5 FOR DIMENSIONS OF LOTS 1 THRU 46 & BLOCKS "A" THRU "D".
SEE SHEET 2
BLOCK "E"
BLOCK "G"
27.5574 ACRES
BLK. "A"
BLK. "B"
LEGENDS
60' PUBLIC R/W
LEGACY POINT PKWY.
WALKER ROAD
AVON FT. AVE.
N.Y.C. & ST. LOUIS RAILROAD 66'
CITY OF AVON LAKE
CITY OF AVON
REMAINDER PARCEL 3
INCLUDES REMAINDERS OF
04-00-020-101-036,
04-00-020-101-010,
04-00-020-101-012
35.3950 ACRES
TO 40' JAYCOX RD. R/W
04-00-020-101-033
LEGACY POINTE, LTD.
INST. # 20000703988
(REMAINDER PARCEL 2)
11.2606 AC. TO 43' R/W
04-00-020-101-035
CITY OF AVON LAKE
VOL. 1068 PG. 741
04-00-020-101-032
CITY OF AVON LAKE
VOL. 1068 PG. 739
04-00-020-101-036
LEGACY POINTE, LTD.
INST. # 20000703652
(REMAINDER)
04-00-020-101-010
LEGACY POINTE, LTD.
INST. # 20000703652
(REMAINDER)
04-00-020-101-012
LEGACY POINTE, LTD.
INST. # 20000703652
(REMAINDER)
04-00-017-103-107
KOFF CONSTRUCTION CORP.
O.R. VOL. 192 PG. 368
PARCEL NO. 1
04-00-017-103-038
04-00-020-101-002
LEGACY POINTE LTD.
INST. #200007013652
04-00-020-101-028
ROBERT E. & PAMELA D. DILLS
O.R.V. 1436 P. 388
04-00-023-101-005
WILLIAM J. & JEAN C. FITZGERALD
990812894
STORM SEWER EASEMENT TO THE CITY OF AVON LAKE
DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT
GRAPHIC SCALE: 1" = 100'
N
THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033
REVISIONS
1/8/2001 REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMAINDER & JAYCOX
6/1/2001 ADDED BLOCK "G" AND ADDED ADDITIONAL SHEET
LEGACY POINTE SUBDIVISION NO. 1 PLAT
3/5
DECEMBER 2000

LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP. SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	18.5543 AC.
ACREAGE IN 7 BLOCKS	53.8398 AC.
ACREAGE IN STREETS	6.1830 AC.
TOTAL	78.5772 AC.

JAYCOX ROAD

1-1/2" IRON PIPE IN MON. BOX USED

WALKER ROAD 86'

04-00-020-101-026
ROBERT E. & PAMELA D. DILLS
O.R. VOL. 1438 PG. 388

BLOCK "A"
BLOCK "B"
BLOCK "E"
10.1287 ACRES
(SEE SHEET 2 FOR DIMENSIONS OF ENTIRE PARCEL)

BLOCK "G"
27.5574 ACRES
(SEE SHEET 3 FOR DIMENSIONS OF ENTIRE PARCEL)

LEGENDS ROW

PUBLIC R/W 60'

20' STORM SEWER EASEMENT TO THE CITY OF AVON LAKE

CART PATH CROSSING EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT

DITCH EASEMENT TO BE RECORDED SIMULTANEOUSLY WITH PLAT

04-00-020-101-035
CITY OF AVON LAKE
VOL. 1086 PG. 741

1" IRON PIN IN MON. BOX USED 50.00' E. & W. OF O.L.

O.L. 20
O.L. 17

CURVE DATA:

(1) R=216.50 D=05°40'00" L=21.41 C=21.40 N.02°28'47"W T=10.71	(2A) R=216.50 D=19°06'30" L=72.20 C=71.87 N14°32'02"W T=36.44	(2B) R=183.50 D=07°15'10" L=23.23 C=23.21 N20°47'42"W T=11.63	(3A) R=183.50 D=05°31'20" L=17.69 C=17.68 N14°24'27"W T=8.85	(3B) R=470.00 D=05°00'00" L=41.01 C=41.00 N.09°06'47"W T=20.52	(4) R=470.00 D=14°30'00" L=118.94 C=118.63 N.00°36'13"E T=59.79	(5) R=530.00 D=03°06'14" L=29.02 C=29.02 N.08°17'06"E T=14.51
(7) R=530.00 D=10°00'00" L=92.50 C=92.39 N.04°33'05"W T=46.37	(8) R=530.00 D=10°00'00" L=92.50 C=92.39 N14°33'05"W T=46.37	(9) R=530.00 D=10°00'00" L=92.50 C=92.39 N24°33'05"W T=46.37	(10A) R=530.00 D=04°10'00" L=38.54 C=38.53 N31°38'05"W T=19.28	(10B) R=770.00 D=04°49'00" L=82.72 C=82.70 N31°23'05"W T=41.38	(11) R=770.00 D=06°40'00" L=118.47 C=118.36 N24°43'05"W T=58.35	(12) R=770.00 D=06°40'00" L=118.47 C=118.36 N18°03'05"W T=58.35
(13) R=770.00 D=06°40'00" L=118.47 C=118.36 N.0°723'05"W T=58.35	(14A) R=770.00 D=07°20'00" L=98.55 C=98.48 N.00°36'55"E T=49.34	(14B) R=830.00 D=01°00'00" L=14.48 C=14.48 N.03°46'55"E T=7.24	(38) R=830.00 D=01°10'00" L=16.90 C=16.90 N.03°41'55"E T=8.45	(37) R=830.00 D=06°40'00" L=96.57 C=96.52 N.00°13'05"W T=48.34	(38) R=830.00 D=06°40'00" L=96.57 C=96.52 N.06°33'05"W T=48.34	(39) R=830.00 D=06°40'00" L=96.57 C=96.52 N13°33'05"W T=48.34
(40) R=830.00 D=06°40'00" L=96.57 C=96.52 N20°13'05"W T=48.34	(41) R=470.00 D=00°54'18" L=7.42 C=7.42 N.07°24'04"E T=3.71	(42) R=530.00 D=01°30'00" L=13.88 C=13.88 N.07°06'13"E T=6.94	(43) R=530.00 D=10°00'00" L=92.50 C=92.39 N.01°21'13"E T=46.37	(44) R=530.00 D=08°00'00" L=74.00 C=73.94 N.07°38'47"W T=37.08	(45) R=183.50 D=12°00'00" L=38.43 C=38.36 N.05°38'47"W T=19.29	(A) R=20.00 D=90°00'00" L=31.42 C=28.28 N44°38'47"W T=20.00
(B) R=20.00 D=90°00'00" L=31.42 C=28.28 N45°21'13"E T=20.00	(G1) R=530.00 D=04°16'04" L=39.48 C=39.47 N.02°34'57"E T=19.75	(E2) R=830.00 D=10°10'00" L=147.26 C=147.08 N28°38'05"W T=73.83	(E3) R=470.00 D=40°40'00" L=333.58 C=326.63 N13°23'05"W T=174.17	(EASE1) R=470.00 D=03°07'32" L=25.64 C=25.64 N.05°23'09"E T=12.82	(EASE2) R=470.00 D=02°28'20" L=20.01 C=20.00 N.02°38'13"E T=10.00	(EASE3) R=530.00 D=01°04'28" L=9.83 C=9.83 N.00°59'08"E T=4.97	(EASE4) R=530.00 D=02°08'44" L=20.00 C=20.00 N.02°36'13"E T=10.00

REVISIONS		
1/8/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & REMAINDER @ JAYCOX	
9/1/2001	ADDED BLOCK "G" AND INDUSTRIAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

4/5

DECEMBER 2000

N

GRAPHIC SCALE: 1" = 50'
0 25 50 100

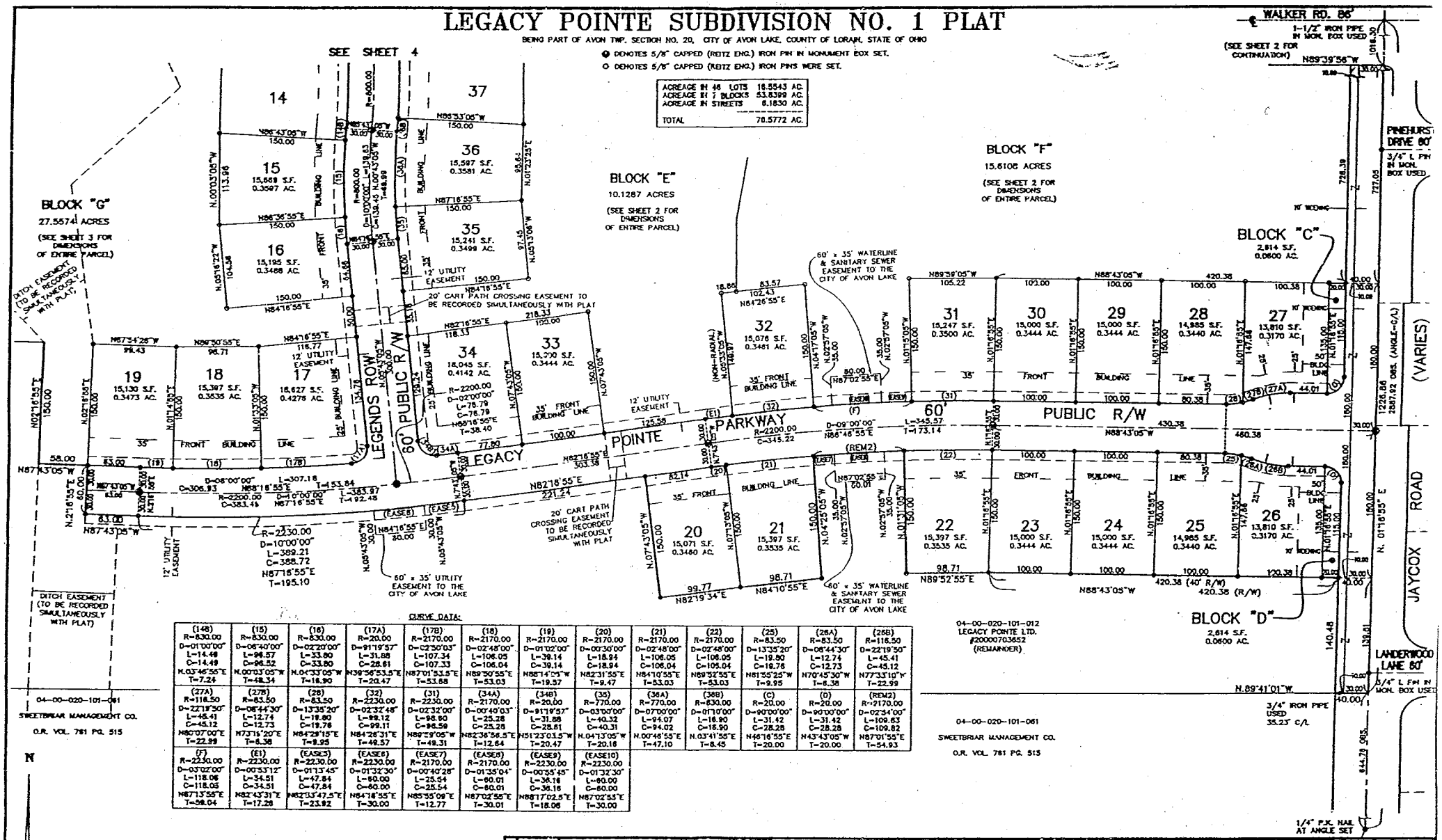
LEGACY POINTE SUBDIVISION NO. 1 PLAT

BEING PART OF AVON TWP., SECTION NO. 20, CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN IN MONUMENT BOX SET.

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET.

ACREAGE IN 46 LOTS	16.5543 AC.
ACREAGE IN 7 BLOCKS	53.8399 AC.
ACREAGE IN STREETS	8.1830 AC.
TOTAL	78.5772 AC.



CURVE DATA:

(14B) R=830.00 D=01°00'00" L=14.48 C=14.49 N.03°46'55"E T=7.24	(15) R=830.00 D=08°40'00" L=96.57 C=96.52 N.00°03'05"W T=48.34	(16) R=830.00 D=02°20'00" L=33.80 C=33.80 N.04°33'05"W T=16.90	(17A) R=20.00 D=91°19'57" L=31.88 C=28.61 N39°56'53.5"E T=20.47	(17B) R=2170.00 D=02°30'03" L=107.34 C=107.33 N87°01'53.5"E T=53.68	(18) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°50'55"E T=53.03	(19) R=2170.00 D=01°02'00" L=39.14 C=39.14 N88°14'05"W T=19.57	(20) R=2170.00 D=00°30'00" L=18.93 C=18.94 N82°31'55"E T=9.47	(21) R=2170.00 D=02°48'00" L=106.05 C=106.04 N84°10'55"E T=53.03	(22) R=2170.00 D=02°48'00" L=106.05 C=106.04 N89°52'55"E T=53.03	(25) R=83.50 D=13°35'20" L=19.80 C=19.76 N81°35'25"W T=9.95	(26A) R=83.50 D=08°44'30" L=12.74 C=12.73 N70°45'30"W T=6.38	(26B) R=116.50 D=22°19'50" L=45.41 C=45.12 N77°33'10"W T=22.99
(27A) R=116.50 D=22°19'50" L=45.41 C=45.12 N80°07'00"E T=22.99	(27B) R=83.50 D=08°44'30" L=12.74 C=12.73 N73°15'20"E T=6.38	(28) R=83.50 D=13°35'20" L=19.80 C=19.76 N84°29'15"E T=9.95	(32) R=2230.00 D=02°32'48" L=99.12 C=99.11 N84°26'31"E T=49.57	(31) R=2230.00 D=02°32'00" L=98.80 C=98.59 N89°29'05"W T=49.31	(34A) R=2170.00 D=00°40'03" L=25.28 C=25.28 N82°36'56.5"E T=12.64	(34B) R=20.00 D=91°19'57" L=31.88 C=28.61 N51°23'03.5"W T=20.47	(35) R=770.00 D=03°00'00" L=40.32 C=40.31 N.04°13'05"W T=20.16	(36A) R=770.00 D=07°00'00" L=94.07 C=94.02 N.00°46'55"E T=47.10	(36B) R=830.00 D=01°10'00" L=16.90 C=16.90 N.03°41'55"E T=8.45	(C) R=20.00 D=90°00'00" L=31.42 C=28.28 N46°16'55"E T=20.00	(D) R=20.00 D=90°00'00" L=31.42 C=28.28 N43°43'05"W T=20.00	(REM2) R=2170.00 D=02°34'00" L=109.63 C=109.82 N87°01'55"E T=54.93
(F) R=2230.00 D=03°02'00" L=118.06 C=118.03 N87°13'55"E T=59.04	(E1) R=2230.00 D=00°53'12" L=34.51 C=34.51 N83°43'31"E T=17.26	(EASE5) R=2230.00 D=01°13'45" L=47.84 C=47.84 N82°03'47.5"E T=23.92	(EASE6) R=2230.00 D=01°32'30" L=60.00 C=60.00 N84°18'55"E T=30.00	(EASE7) R=2170.00 D=00°40'28" L=25.54 C=25.54 N85°55'09"E T=12.77	(EASE8) R=2170.00 D=01°35'04" L=60.01 C=60.01 N87°02'55"E T=30.01	(EASE9) R=2230.00 D=00°55'45" L=36.18 C=36.18 N88°17'02.5"E T=18.08	(EASE10) R=2230.00 D=01°32'30" L=60.00 C=60.00 N87°02'55"E T=30.00					

REVISIONS		
4/6/2001	REV. PER 1/17/01 SUMMARY OF STAFF COMMENTS & ROUNDOR & JAYCOX	
8/1/2001	ADDED BLOCK "F" AND PROVIDED ADDITIONAL SHEET	

LEGACY POINTE SUBDIVISION NO. 1 PLAT

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

5/5

DECEMBER 2000

EXHIBIT 8

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Reduced Sized Copy of the Preliminary Plan of the Development"

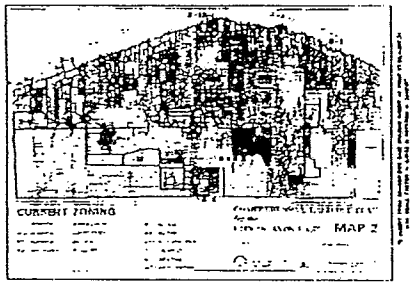
GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

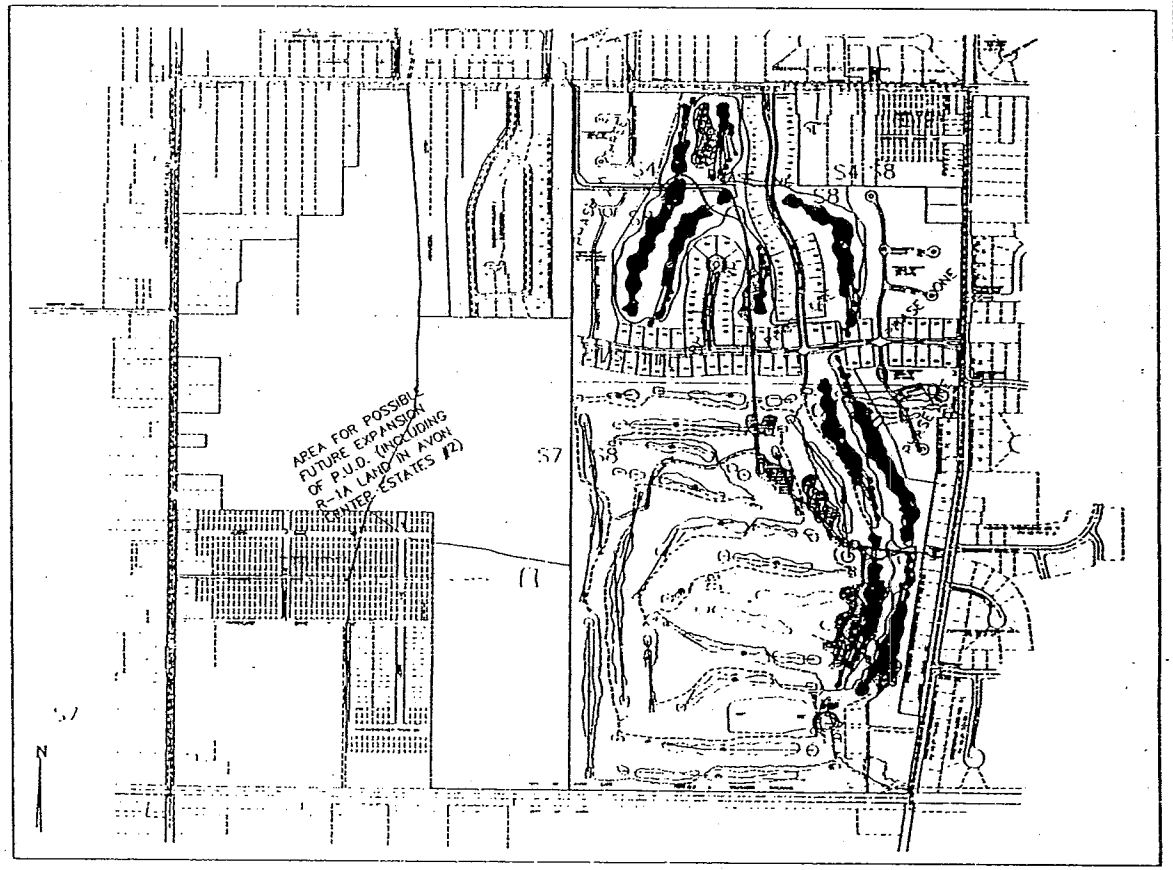
PLANNED UNIT DEVELOPMENT SUBDIVISION

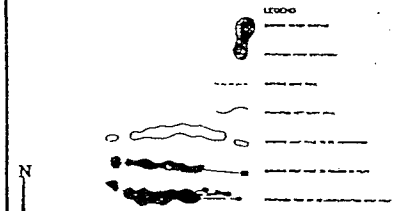
(FORMERLY KNOWN AS KOPF GOLF COMMUNITY)

VICINITY/LOCATION MAP



OVERALL SITE LAYOUT PLAN





DEVELOPMENT STATISTICS

LAND USAGE BY UNIT TYPE

SUBDIVISION PHASING

OPEN SPACE AREAS

MODIFICATIONS TO STANDARDS REQUESTED

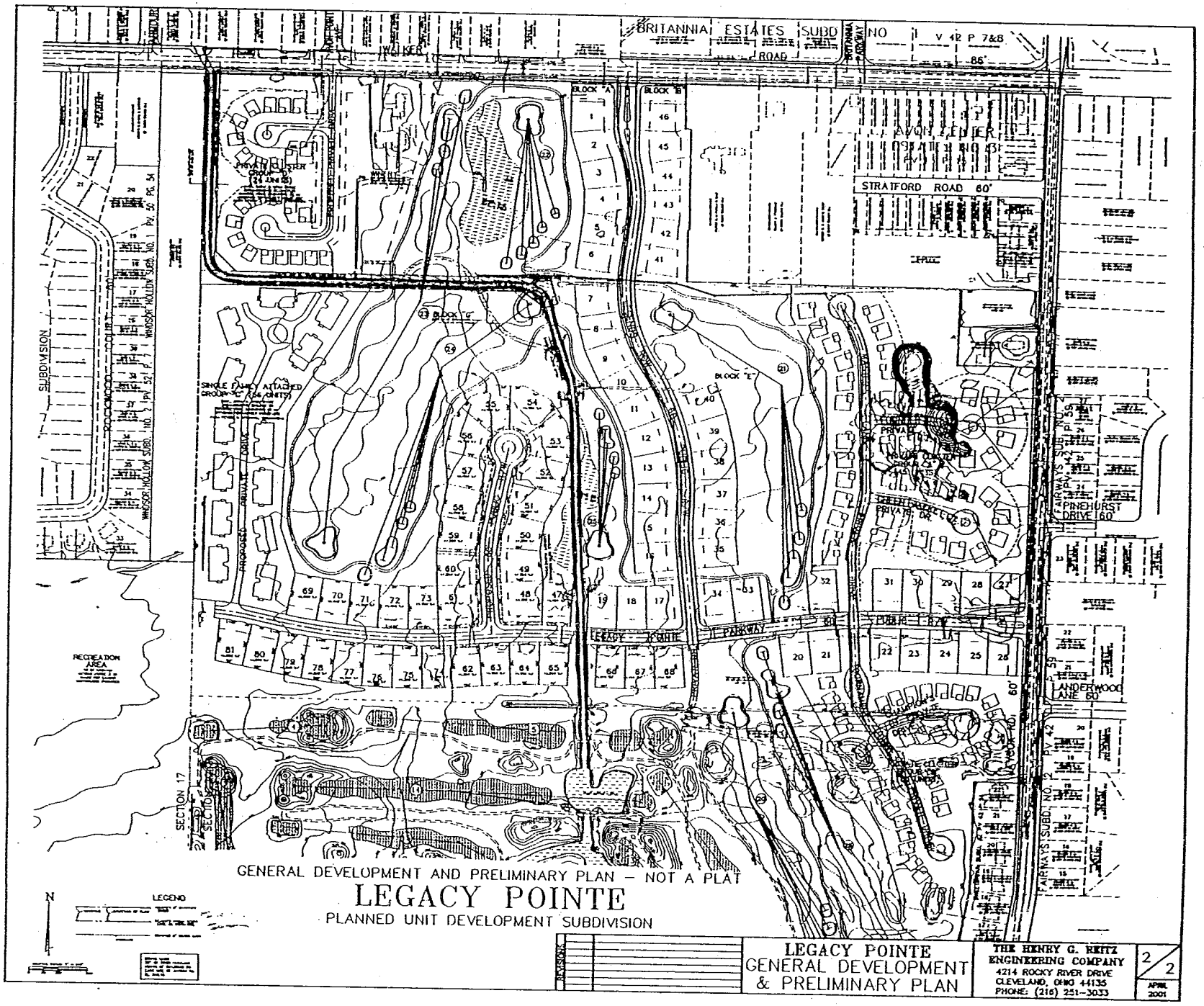
NOTES

UTILITY SERVICE TO DEVELOPMENT

ENGINEER:
HENRY G. REITZ ENGINEERING CO.
BY
JAMES E. SAYLER
P.E. # 57185 P.S. # 7435

DEVELOPER:
KOPF BUILDERS
526 AVON POLSON ROAD
AVON LAKE, OHIO 44012
(440) 933-4900

LEGACY POINTE P.U.D. GENERAL DEVELOPMENT & PRELIMINARY PLAN	THE HENRY G. REITZ ENGINEERING COMPANY 4214 ROCKY RIVER DRIVE CLEVELAND, OHIO 44135 PHONE: (216) 251-3033	1/2 APRIL 2001



GENERAL DEVELOPMENT AND PRELIMINARY PLAN – NOT A PLAT

LEGACY POINTE

PLANNED UNIT DEVELOPMENT SUBDIVISION

REVISIONS

LEGACY POINTE
GENERAL DEVELOPMENT
& PRELIMINARY PLAN

THE HENRY G. KRITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

2/2

APRIL 2001

EXHIBIT 9

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Club Management Contract"

LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

MANAGEMENT CONTRACT

This Management Contract, (the "Contract") made and entered into at Avon Lake, Ohio, this _____ day of _____, 20___, by and between **VIP PROPERTY MANAGEMENT COMPANY**, an Ohio corporation (the "**Manager**"), and **LEGACY POINTE RECREATIONAL ASSOCIATION, INC.**, an Ohio corporation not for profit (the "**Club**").

WITNESSETH:

1. **EMPLOYMENT OF MANAGER**: The Club hereby appoints and employs the Manager as the Club's sole and exclusive agent to maintain, operate, service and care for all General Common Areas, Recreational Areas, Recreational Facilities, Entry Ways, Hubs, Island Areas, Identification Areas and the abutting Tree Lawns, as such terms are defined in the Legacy Pointe Declaration of Restrictions, Reservations and Covenants (the "Declaration") recorded as document #_____, in the Lorain County Records (the foregoing items being collectively referred to herein as "Legacy Pointe Club Facilities and Property"), within the Legacy Pointe P.U.D. ("Legacy Pointe"), in Avon Lake, Lorain County, Ohio and Manager hereby accepts such appointment. The Club shall not authorize or permit any other person, firm or corporation to perform any work or render any services delegated, conferred or imposed upon Manager hereunder unless prior written approval is obtained from Manager.

2. **TERM**: The term of employment of the Manager shall be for one (1) year commencing on _____ 20_____, and shall automatically renew itself for consecutive one-year additional terms. This Contract may be terminated by either party at any time, upon ninety (90) days' written notice to the other.

3. **DUTIES AND AUTHORITY OF MANAGER**: Manager shall have the exclusive right and duty to manage the Legacy Point Club Facilities and Property, with full authority, power and control over all phases (if more than one) thereof; and the Club expressly agrees to assume and pay all expenses incurred in connection therewith. Manager shall be responsible for furnishing, at the Club's expense, all services incident to the management of Legacy Pointe Club Facilities and Property, including without limitation the following:

3.01 Manager shall hire, pay and supervise any and all persons and employees deemed necessary by Manager to properly maintain, service and care for the Legacy Pointe Club Facilities and Property.

3.02 Manager shall cause the Legacy Pointe Club Facilities and Property to be maintained, operated, serviced and cared for in such condition as Manager deems advisable, including cleaning, repairs and alterations.

3.03 Manager shall cause such acts or things to be done as may be necessary to comply with all orders, statutes, rules or ordinances applicable to the Legacy Pointe Club Facilities and Property by any federal, state, municipal or governmental authority having jurisdiction thereof; provided, however, that any single expenditure in excess of Five Thousand Dollars ($5,000.00) to obtain compliance with such order, statute, rule or ordinance shall be first approved by the Club Board of Trustees.

3.04 Manager shall enter into contracts on behalf of the Club for the maintenance, operation, service and care of the Legacy Pointe Club Facilities and Property, including without limitation, lawn care, rubbish removal, landscaping and the like, but no such contract shall be for a term in excess of one (1) year unless first approved by the Club Board of Trustees.

Manager shall have such other rights and authorities to make any and all contracts and disbursements, to incur obligations on behalf of the Club, and to do all other things necessary and proper, in Manager's reasonable discretion, to carry out Manager's responsibilities hereunder. Manager shall have the right to enter into contracts with persons, firms or corporations related to or connected with Manager, and, provided that the same are on reasonable prices and upon reasonable terms, the same shall not be challenged by the Club by virtue of such relationship.

4. **CONSIDERATION:** The Club shall pay to Manager for its services hereunder during the term of this Contract:

4.01 Base Compensation. The sum of Five Hundred Dollars ($500.00) per month, payable in equal monthly installments, in advance, on the first day of each month. However, until such time as recreational facilities have been made available for use by the Club members the fee shall be One Hundred Dollars ($100.00) per month.

4.02 Costs and Expenditures Incurred by Manager. The Club, in addition to Manager's Base Compensation, shall reimburse Manager, within five (5) days after being invoiced by Manager, for any and all costs and expenses incurred by Manager in connection with the maintenance, operation, service and care of Legacy Pointe Club Facilities and Property.

5. **BUDGET**: Manager shall, from time to time, prepare and submit to the Club a tentative annual budget of any and all costs and expenses that Manager expects to incur in connection with the maintenance, operation, service and care of Legacy Pointe Club Facilities and Property. Manager shall not be bound by the annual budget, and the same shall be used only as a planning tool for the Club and for the Manager.

6. **INDEMNIFICATION**: The Club, for itself and each member, hereby agrees to defend, indemnify and save Manager harmless for and against any and all claims, demands, liabilities, damages, penalties, expenses, costs (including reasonable attorney's fees) and/or causes of action brought by or against, sustained or incurred by Manager directly or indirectly, in whole or in part arising out of or relating to, any loss, injury and/or damage to any person or property in, on or about the Legacy Pointe Club Facilities and Property and/or in connection with the Club, its properties and facilities, for any cause whatsoever. Manager shall not be liable or responsible for any error of judgment or for anything Manager may do or refrain from doing under or pursuant to this Contract, except in cases of willful misconduct or gross negligence.

7. **NOTICES:** Any and all notices required hereunder shall be delivered by hand or mailed to the party entitled to receive same by regular United States mail, postage prepaid, except notice of termination, which shall be delivered by hand or certified mail, return receipt requested.

8. **BINDING EFFECT:** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers, at the date and place first above written.

VIP PROPERTY MANAGEMENT COMPANY

By_____
Barry J. Edelstein, V. President

LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

By_____
H. R. Kopf, Trustee

This Document Prepared By:
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
440-244-5214

F:\KRR\KOPF\Legacy Pointe\Legacy Pointe, Recreation Assc, Managmnt Contract, 1-15-02.wpd

EXHIBIT 10

TO

SUMMARY DISCLOSURE STATEMENT

FOR

LEGACY POINTE

"Homeowners' Association Management Contract"

LEGACY POINTE HOMEOWNERS' ASSOCIATION, INC.

MANAGEMENT CONTRACT

This Management Contract, (the "Contract") made and entered into at Avon Lake, Ohio, this _____ day of _____, 20___, by and between **VIP PROPERTY MANAGEMENT COMPANY**, an Ohio corporation (the "**Manager**"), and **LEGACY POINTE HOMEOWNERS' ASSOCIATION, INC.**, an Ohio corporation not for profit (the "**Association**").

WITNESSETH:

1. **EMPLOYMENT OF MANAGER**: The Association hereby appoints and employs the Manager as the Association's sole and exclusive agent to oversee the administrative functions of the Association as set forth in the Legacy Pointe Declaration of Restrictions, Reservations and Covenants (the "Declaration") recorded as document #_____, in the Lorain County Records (the foregoing items being collectively referred to herein as "Legacy Pointe Homeowners' Association Administration"), for the Legacy Pointe Subdivision ("Legacy Pointe"), in Avon Lake, Lorain County, Ohio and Manager hereby accepts such appointment. The Association shall not authorize or permit any other person, firm or corporation to perform any work or render any services delegated, conferred or imposed upon Manager hereunder unless prior written approval is obtained from Manager.

2. **TERM:** The term of employment of the Manager shall be for one (1) year commencing on _____ 20_____, and shall automatically renew itself for consecutive one-year additional terms. This Contract may be terminated by either party at any time, upon ninety (90) days' written notice to the other.

3. **DUTIES AND AUTHORITY OF MANAGER**: Manager shall have the exclusive right and duty to manage and oversee the administration of the association, with full authority, power and control over all phases (if more than one) thereof; and the Association expressly agrees to assume and pay all expenses incurred in connection therewith. Manager shall be responsible for furnishing, at the Association's expense, all services incident to the management and administration of Legacy Pointe Homeowners' Association, including without limitation the following:

3.01 Manager shall hire, pay and supervise any and all persons and employees deemed necessary by Manager to properly oversee the administration of the Legacy Pointe Homeowners' Association.

3.03 Manager shall cause such acts or things to be done as may be necessary to comply with all orders, statutes, rules or ordinances applicable to the Legacy Pointe Homeowners' Association by any federal, state, municipal or governmental authority having jurisdiction thereof; provided, however, that any single expenditure in excess of Five Thousand Dollars ($5,000.00) to obtain compliance with such order, statute, rule or ordinance shall be first approved by the Association Board of Trustees.

3.04 Manager shall enter into contracts on behalf of the Association for the administration and operation of the Legacy Pointe Homeowners' Association, but no such contract shall be for a term in excess of one (1) year unless first approved by the Association Board of Trustees.

Manager shall have such other rights and authorities to make any and all contracts and disbursements, to incur obligations on behalf of the Association, and to do all other things necessary and proper, in Manager's reasonable discretion, to carry out Manager's responsibilities hereunder. Manager shall have the right to enter into contracts with persons, firms or corporations related to or connected with Manager, and, provided that the same are on reasonable prices and upon reasonable terms, the same shall not be challenged by the Association by virtue of such relationship.

4. **CONSIDERATION:** The Association shall pay to Manager for its services hereunder during the term of this Contract:

4.01 Base Compensation. The sum of Five Dollars ($5.00) per year for each Lot the Owner of which is a member of the Association. The fee shall be paid annually.

4.02 Costs and Expenditures Incurred by Manager. The Association, in addition to Manager's Base Compensation, shall reimburse Manager, within five (5) days after being invoiced by Manager, for any and all costs and expenses incurred by Manager in connection with the operation and administration of the Legacy Pointe Homeowners' Association,

5. **BUDGET**: Manager shall, from time to time, prepare and submit to the Association a tentative annual budget of any and all costs and expenses that Manager expects to incur in connection with the operation and administration of the Legacy Pointe Homeowners' Association. Manager shall not be bound by the annual budget, and the same shall be used only as a planning tool for the Association and for the Manager.

6. **INDEMNIFICATION**: The Association, for itself and each member, hereby agrees to defend, indemnify and save Manager harmless for and against any and all claims, demands, liabilities, damages, penalties, expenses, costs (including reasonable attorney's fees) and/or causes of action brought by or against, sustained or incurred by Manager directly or indirectly, in whole or in part arising out of or relating to, any loss, injury and/or damage to any person or property in, on or about the Legacy Pointe Homeowners' Association Facilities and Property and/or in connection with the Association, its properties and facilities, for any cause whatsoever. Manager shall not be liable or responsible for any error of judgment or for anything Manager may do or refrain from doing under or pursuant to this Contract, except in cases of willful misconduct or gross negligence.

7. **NOTICES:** Any and all notices required hereunder shall be delivered by hand or mailed to the party entitled to receive same by regular United States mail, postage prepaid, except notice of termination, which shall be delivered by hand or certified mail, return receipt requested.

8. **BINDING EFFECT:** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers, at the date and place first above written.

VIP PROPERTY MANAGEMENT COMPANY

By_____
Barry J. Edelstein, V. President

LEGACY POINTE
HOMEOWNERS' ASSOCIATION, INC.

By_____
H. R. Kopf, Trustee

This Document Prepared By:
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
440-244-5214

EXHIBIT 11

TO

SUMMARY DISCLOSURE STATEMENT

FOR

THE LEGACY POINTE DEVELOPMENT

"Declaration of Storm Sewer Easement"

LEGACY POINTE SUBDIVSION NO. 1
(Rear Yard Storm Sewer Easement)

KNOW ALL MEN BY THESE PRESENTS

THAT, Sweetbriar Management Company, an Ohio corporation, the Grantor, hereinafter referred to as "Owner", who claims title by or through document recorded as Instrument #_____ in the Lorain County Recorder's office, for the sum of Ten Dollars ($10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby makes the following declarations and grants those easements as are hereinafter set forth:

WITNESSETH;

WHEREAS, Legacy Pointe, Ltd, an Ohio limited liability company and Owner, pursuant to plans approved by the City of Avon Lake (the "City"), installed and constructed improvements upon, under and through the property now known as the Legacy Pointe Subdivision No. 1 in the City of Avon Lake, Ohio. Such improvements include, but are not limited to, a storm water drainage system. Such improvements being for the benefit of the current and future owners of the Lots and other Blocks located in the Legacy Pointe Subdivision No. 1, (the "Storm Water Drainage System"); and

WHEREAS, Owner is the current owner of Block E and Block G, as such blocks of real property are shown on the Plat of Legacy Pointe Subdivision No. 1, and as more fully described by the legal descriptions set forth on Exhibit A-1 and A-2 that are attached hereto and by this reference made a part hereof, (collectively the "Golf Course Property"); and

WHEREAS, Legacy Pointe, Ltd. and Owner, in accordance with the improvement plans for the Legacy Pointe Subdivision No. 1., has constructed a portion of the storm water drainage system and related improvements upon, under and through portions of the Golf Course Property as shown on pages 6 and 7 of the approved improvement plans for the Legacy Pointe Subdivision (the "Utility Plan"), reduced sized copies of which have been marked as Exhibit B, are attached hereto and by this reference made a part hereof; and

WHEREAS, Owner has agreed to grant, for the benefit of the current and future owners of Lots 2, 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 33, 34, 35, 36, 37, 38 and 41 of the Legacy Pointe Subdivision No. 1, a fifteen (15) foot wide easement under and through those portions of the Golf Course Property designated as being part of the rear yard Storm Water Drainage System on the Utility Plan. The centerline of the easements shall be the lines shown on the Utility Plan for the location of the rear yard storm sewer drain pipes. The easement shall be for the limited purposes and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE:

1. Owner hereby grants unto the current and future owners of Lots 2, 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 33, 34, 35, 36, 37, 38 and 41 of the Legacy Pointe Subdivision No. 1, and their respective heirs, administrators, successors and assigns, a limited non-exclusive easement, under, over and through the portion of Golf Course Property that is fifteen (15) feet wide, runs concurrent with, and has as a center line, the lines shown on the Utility Plan for the location of rear yard storm water drain pipes designed to allow the discharge of storm water from the rear yard drains located on the Lots designated above (the "Easement Premises"), to use and maintain a storm water sewer for the discharge of storm water from the rear yard storm drains on each of the above designated Lots in the Legacy Pointe Subdivision No. 1. The easement shall permit the flow and drainage of storm water from the rear yard storm drains located on each designated Lot to either the 20' Storm Water Sewer Easement shown on the Plat of the Legacy Pointe Subdivision No. 1, the Heider Ditch or the storm sewers located within the Legends Row street right of way, as shown on the Utility Plan. Said easement rights shall include the right to remove landscaping within said Utility Easement Premises which unreasonably interferes with the use, maintenance or repair of said storm water drainage facilities, or the ability to obtain ingress and egress to the Easement Premises for the purposes permitted by this Easement Agreement.

2. The Owner reserves unto itself, and its successors and assigns, including, without limitation, all present and future owners of the Golf Course Property, all rights not inconsistent with the easement rights granted pursuant to this Easement Agreement, including, without limitation, the right to construct, install, use, maintain, repair, and reconstruct golf course improvements, including such grading, mounding, tees, greens, fairways, roughs, cart paths, walkways, creeks, swales, lakes, retention basins, dams, drains, sewers, pipes, storm water drainage systems, irrigation systems, trees, shrubs, grass, ground covers, lighting, landscaping and other structures, facilities and improvements as are deemed necessary or convenient by Owner for the construction, maintenance, use, repair, redesign, reconstruction or operation of a golf course, or any portion thereof, (the "Golf Course Improvements") within the Easement Premises, at such location or locations as the owner of the Golf Course Property may from time to time determine; provided, however, that no golf course improvement shall unreasonably obstruct the usage rights granted by this Easement Agreement.

3. No Lot owner or any other person (except as hereinafter set forth), shall have the right to enter upon the Easement Premises, or any other portion of the Golf Course Property, to install, maintain, repair or replace any portion of the Storm Water Drainage System located upon or within the Golf Course Property. The owner of the Golf Course Property shall retain the right to maintain all portions of the rear yard Storm Water Drainage System located within or running through the Easement Premises. In the event the owner of the Golf Course Property fails to maintain or repair a portion or portions of the Storm Water Drainage System located upon or within the Easement Premises, the owner(s) of an affected Lot(s) may provide the owner of the Golf Course Property with written notice of the maintenance work or repairs that need to be completed. In the event the owner of the Golf Course Property fails to commence the needed maintenance work or repairs within thirty (30) days after such owner's receipt of the required written notice, the owner of each affected Lot shall have the right, at the expense of such owner, to enter the Easement Premises and perform such maintenance and repairs as are required.

4. Each Lot owner or other person who enters upon the Easement Premises, or any other portion of the Golf Course Property, to maintain, repair or replace all, or any portion, of the Storm Water Drainage System shall indemnify, and save harmless, the owner of the Golf Course Property from any and all expenses related to the repair, maintenance or replacement of any and all Golf Course Improvements removed or damaged by such owner or other person. Such Owner or other person shall also save harmless the owner of the Golf Course Property from any and all costs, attorney fees, liability or damages the owner of the Golf Course Property may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against the Owner of the Golf Course Property arising out of such Lot owner, or other person's, actions or failure to act while upon the Easement Premises or any other portion of the Golf Course Property.

5. Each and every owner of those Lots in the Legacy Pointe Subdivision No. 1 designated above, during the term of the easement, shall be responsible for their proportionate share of the costs and expenses for the maintenance, repair and/or replacement of those portions of the Storm Water Drainage System which directly benefits their Lot and is currently located or hereafter constructed within the Easement Premises. Each and every owner of a Lot may also be charged and held responsible for those costs and expenses incurred for the maintenance, repair and/or replacement of any portion of the rear yard Storm Water Drainage System that is determined to be the direct result of the actions or failure to act of such Lot owner or other person occupying or using such Lot.

6. The grant of the easement set forth herein shall be perpetual, run with the land, and be binding upon and inure to the benefit of the Owner, Legacy Pointe, Ltd, the current and future owner of each Lot designated above and each parties respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, the Owner, Sweetbriar Management Company, by Joanne M. Kopf, its president, and Legacy Pointe, Ltd., by Kopf Construction Corp, Manager, by H. R. Kopf, President, has executed this Agreement in the City of Avon Lake, County of Lorain, and State of Ohio, as of the 16th day of January, 2002.

Signed and acknowledged
in the presence of:

Anne M. Hatfield
Anne M. Hatfield

Print Name of Witness Below Line:

Rita M. Raymer
Rita M. Raymer

Print Name of Witness Below Line:

Anne M. Hatfield
Anne M. Hatfield

Print Name of Witness Below Line:

Rita M. Raymer
Rita M. Raymer

Print Name of Witness Below Line:

LEGACY POINTE, LTD.
By: Kopf Construction Corp, Manager

By: _____
H. R. Kopf, President

SWEETBRIAR MANAGEMENT CO.

By: Joanne M Kopf
Joanne M. Kopf, President

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named H. R. Kopf, who acknowledged the signing of the foregoing Easement Agreement to be his free act and deed and the free act and deed of said companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 16th day of January, 2002.

Anne M. Hatfield
Notary Public

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Joanne M. Kopf, who acknowledged the signing of the foregoing Easement Agreement to be her free act and deed and the free act and deed of said companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 16th day of January, 2002.

Anne M. Hatfield
Notary Public

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

This Instrument Prepared By:
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
(440) 244-5214

EXHIBIT "A-1"

Legal Description of the Golf Course Property

(Legacy Pointe Subdivision No. 1, Block E)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and being known as Block E as shown on the plat in Lorain County Map Volume No. 70, Pages 24 through 28, inclusive, and known as Legacy Pointe Subdivision No. 1, as appears by said plat.

EXHIBIT "A-2"

Legal Description of the Golf Course Property

(Legacy Pointe Subdivision No. 1, Block G)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and being known as Block G as shown on the plat in Lorain County Map Volume No. 70, Pages 24 through 28, inclusive, and known as Legacy Pointe Subdivision No. 1, as appears by said plat.

EXHIBIT B

Reduced Sized Drawing of the Utility Plan

(Page 6 and 7 of the Improvement Plans)

REVISIONS

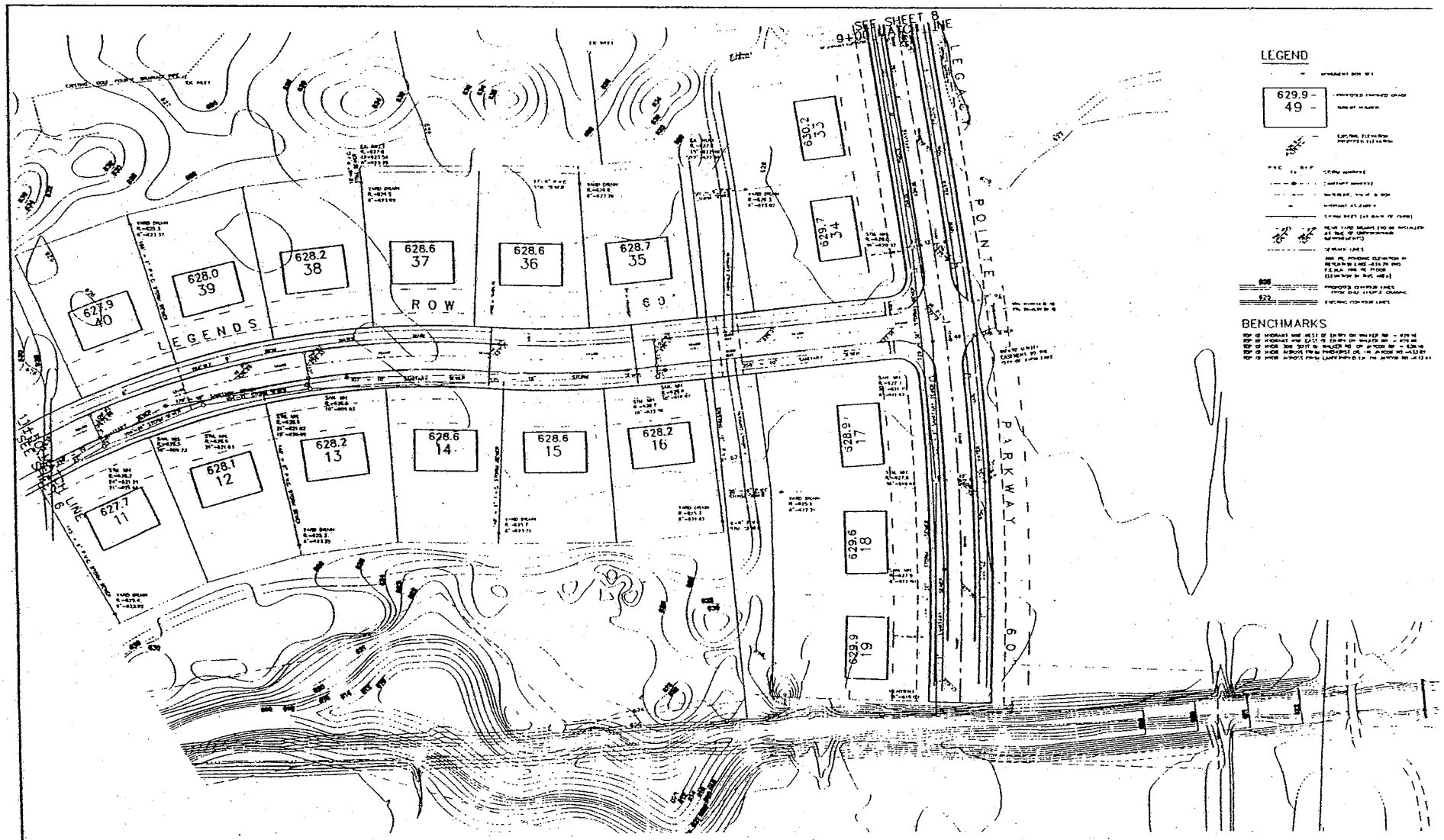
7/27/2000	REVISED PER ENGINEERING AND UTILITY DEPT. FIRST REVIEW COMMENTS
8/7/2000	REVISED ENTRY PAVEMENT AND DOG CREEK DRAINAGE TYPES

LEGACY POINTE SUBDIVISION NO. 1
UTILITY PLAN

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

6/17

JUNE 2000



REVISIONS	
7/7/2000	REVISED PER ENGINEERING AND UTILITY DEPT. COMMENTS
8/7/2000	REVISED COLE CREEK DRAINAGE AREA

LEGACY POINTE SUBDIVISION NO. 1 UTILITY PLAN

THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

7/1

JUNE 2000

FIRST AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("First Amendment") is made this 20th day of September, 2002, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The three parcels of real property located in the City of Avon Lake and more fully described by the legal descriptions set forth as Exhibit A, Exhibit B and Exhibit C which are submitted herewith and incorporated herein by reference, are hereby incorporated into the Land (as that term is defined in the Declaration) which is subject to the Declaration.

2. Each of the three parcels shall be considered a Lot (as that term is defined in the Declaration). The parcel of real property described in Exhibit A shall be know as Lot No. 47 of the Legacy Pointe Development. The parcel of real property described in Exhibit B shall be know as Lot No. 48 of the Legacy Pointe Development. The parcel of real property described in Exhibit C shall be know as Lot No. 49 of the Legacy Pointe Development.

3. In all other respects not herein expressly amended, the Declaration, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this First Amendment at the time and place hereinabove set forth.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 20th day of September, 2002.

Anne M. Hatfield
NOTARY PUBLIC

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

6-30-04

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

EXHIBIT A

Legal Description of Legacy Pointe Development Sublot No. 47

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of Legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 38.92 feet on the arc of a circle deflecting to the right, whose central angle is 1 degree 00' 00", whose radius is 2230.00 feet and whose chord bears S. 84 degrees 46' 55" W., a distance of 38.92 feet to the principal place of beginning;

Thence S. 4 degrees 43' 05" E., a distance of 150.00 feet;

Thence S. 86 degrees 32' 55" W., a distance of 105.22 feet;

Thence N. 2 degrees 11' 05" W., a distance of 150.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 98.60 feet on the arc of a circle deflecting to the left, whose central angle is 2 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears N. 86 degrees 32' 55" E., a distance of 98.59 feet to the principal place of beginning, and containing 0.3500 acres (15,246 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

EXHIBIT B

Legal Description of Legacy Pointe Development Sublot No. 48

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 137.52 feet on the arc of a circle deflecting to the right, whose central angle is 3 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears S. 86 degrees 02' 55" W, a distance of 137.50 feet to the principal place of beginning;

Thence S. 2 degrees 11' 05" E., a distance of 150.00 feet;

Thence S. 89 degrees 04' 55" W., a distance of 105.22 feet;

Thence N. 0 degrees 20' 55" E, a distance of 150.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 98.60 feet on the arc of a circle deflecting to the left, whose central angle is 2 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears N. 89 degrees 04' 55" E., a distance of 98.59 feet to the principal place of beginning, and containing 0.3500 acres (15,246 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

EXHIBIT C

Legal Description of Legacy Pointe Development Sublot No. 49

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of Legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 236.12 feet on the arc of a circle deflecting to the right, whose central angle is 6 degrees 04' 00", whose radius is 2230.00 feet and whose chord bears S. 87 degrees 18' 55" W., a distance of 236.01 feet to the principal place of beginning;

Thence S. 0 degrees 20' 55" W., a distance of 150.00 feet;

Thence N. 88 degrees 27' 55" W., a distance of 104.30 feet;

Thence N. 2 degrees 16' 55" E., a distance of 150.0 feet to the Southerly line of Legacy Pointe Parkway;

Thence S. 87 degrees 43' 05" E., along the Southerly line o of Legacy Pointe Parkway, a distance of 24.00 feet to a point of curvature;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 75.25 feet on the arc of a circle deflecting to the left, whose central angle is 1 degree 56' 00", whose radius is 2230.00 feet and whose chord bears S. 88 degrees 41' 05" E., a distance of 75.24 feet to the principal place of beginning, and containing 0.3497 acres (15,232 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2002 OCT 15 P 3:38

RECEIVED FOR RECORD

1in
28 dgr
LCTL
ACCOM

SECOND AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("First Amendment") is made this 28th day of March, 2003, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "Declaration"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 50 through 68, inclusive of Legacy Pointe Subdivision No. 2, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 2, as recorded with the County Recorder of Lorain County, Ohio on or about March 27, 2003, 2003, in Volume 75, Pages 62, 63 and 64, Lorain County Plat Rec ords, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. In all other respects not herein expressly amended, the Declaration, except to the extend amended by the First Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this First Amendment at the time and place hereinabove set forth.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 28th day of March, 2003.

Anne M. Tyler
NOTARY PUBLIC

ANNE M. TYLER
formerly known as ANNE M. HATFIELD
Notary Public State of Ohio
My Commission Expires 6-30-2004

6/30/04

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2003 MAR 31 P 12:33

RECEIVED FOR RECORD

11a. 00 DST 1m/E

BOX: LORAIN COUNTY TITLE CO.

THIRD AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Third Amendment") is made this 8th day of April, 2004, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 69 through 78, inclusive and Blocks "H"and "I" of Legacy Pointe Subdivision No. 3, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 3, as recorded with the County Recorder of Lorain County, Ohio on or about APR 14 2004, 2004, in Volume 80, Pages 26 and 27, Lorain County Plat

Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "H" and "I" as shown on the Plat of Legacy Pointe Subdivision No. 3, are hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

3. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment and the Second Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Third Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 6th day of April, 2004.

Anne M. Tyler
NOTARY PUBLIC

ANNE M. TYLER
formerly known as ANNE M. HATFIELD
Notary Public State of Ohio
My Commission Expires 6-30-2004

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
4/14/04
DEPUTY

036076#2140

FOURTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Fourth Amendment") is made this 18th day of October, 2004, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

Plat vol. 82
Pgs. 42, 43
036075

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
10/27/04 smn
DEPUTY

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 79 through 88, inclusive and Block "J" of Legacy Pointe Subdivision No. 4, as such Sublots and Block are shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio on or about _____ _____, 2004, in Volume ____, Pages ____ and ____, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "J" as shown on the Plat of Legacy Pointe Subdivision No. 4, is hereby designated as a Recreation Area as such term is defined within the Declaration, as amended.

3. The 0.3489 acre parcel of real property located in the City of Avon Lake and described as Block "K"of Legacy Pointe Subdivision No. 4, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio, in Volume ____, Pages ____ and ____, Lorain County Plat Records, is hereby designated as Golf Course Property, (as defined in the Declaration), and is therefor not a part of the Land and is not subject to the Declaration.

4. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment and the Third Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fourth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By:_____
H.R. Kopf, President

036076

STATE OF OHIO)
) **SS**
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 18th day of October, 2004.

Kathie J. Murray
NOTARY PUBLIC

KATHIE J. MURRAY, Notary Public
State of Ohio
My Commission Expires 2/6/2007

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

plat# 036075

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2004 OCT 27 P 3:17

RECEIVED FOR RECORD

44.00
2 mle

Doc ID: 010439610012 Type: OFF
Kind: DECLARATION
Recorded: 07/18/2007 at 02:20:53 PM
Fee Amt: $112.00 Page 1 of 12
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2007-0213960

FIFTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Fifth Amendment") is made this 11 day of July, 2007, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, the Developer has not previously designated all those portions of the existing Sweetbriar Golf Course property which currently abuts the Legacy Pointe Development as Golf Course Property and, due to oversight, has not previously set forth in the prior amendments to the Declarations, a limitation on the erection of fences on those Lots, Units, Blocks and other real property which abut all of the existing and planned Golf Course Property; and

WHEREAS, the Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to clarify the rights, obligations and restrictions imposed upon various Lots, Units, Blocks and other real property located within the Legacy Pointe Development and to more fully designate those parcels of real property located within or adjacent to the Legacy Pointe Development which are currently, or may hereafter be used for golf course purposes.

NOW, THEREFORE, Developer shall and does hereby amend the Legacy Pointe Master Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 89 through 113, inclusive and Blocks "P " and "Q " and of Legacy Pointe Subdivision No. 5, as such Sublots and Blocks are shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded with the County Recorder of Lorain County, Ohio on or about July 11, 2007, in Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "P" and "Q" of Legacy Pointe Subdivision No. 5 are hereby designated as Condominium Group Parcels as such term is defined in the Master Declaration, as amended.

3. Block "F" of Legacy Pointe Subdivision No. 1, originally designated as Private Cluster Group A on the preliminary plan of Legacy Pointe Subdivision, is hereby reaffirmed and re-designated as a Condominium Group Parcel as such term is defined in the Master Declaration, as amended. Block "F" is currently in the process of being developed as Legacy Pointe Condominium No. 1., an expandable condominium, and is commonly referred to as the "Chateaux." As of May 1, 2007 Legacy Pointe Condominium No. 1 consists of Legacy Pointe Condominium No. 1, Units No.1 thru No. 40, inclusive. It is anticipated that Legacy Pointe Condominium No. 1 will include a total of 45 condominium units when it has been fully developed. Each

existing Unit of the Legacy Pointe Condominium No. 1 and all Units hereafter included within the Legacy Pointe Condominium No. 1 are and will be a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

4. The parcel of real property originally designated as Private Cluster Group B on the preliminary plan of Legacy Pointe Subdivision, and more fully described by the legal description set forth on Exhibit "A", which is attached hereto, titled as the "Legal Description of the Legacy Pointe Private Cluster Group "B" Parcel", and incorporated herein by reference, (hereinafter "Private Cluster Group B") is hereby reaffirmed and re-designated as a Condominium Group Parcel as such term is defined in the Master Declaration, as amended. Private Cluster Group B was developed as Legacy Pointe Condominium No. 2., and is commonly referred to as the "Villas". Legacy Pointe Condominium No. 2 consists of Legacy Pointe Condominium No. 2 Units No.1 thru No. 35, inclusive. Each existing Unit of the Legacy Pointe Condominium No. 2 is a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

5. The parcel of real property originally designated as Private Cluster Group C on the preliminary plan of Legacy Pointe Subdivision, and more fully described by the legal description set forth on Exhibit "B", which is attached hereto, titled as the "Legal Description of the Legacy Pointe Private Cluster Group "C" Parcel", and incorporated herein by reference, (hereinafter "Private Cluster Group C") is hereby reaffirmed and re-designated as a Condominium Group Parcel as such term is defined in the Master Declaration, as amended. Private Cluster Group C is currently in the process of being developed as Legacy Pointe Condominium No. 3., an expandable condominium, and is commonly referred to as the "Carriage Homes". As of May1, 2007 Legacy Pointe Condominium No. 3 consists of Legacy Pointe Condominium No. 3, Units No.1 thru No. 44, inclusive. It is anticipated that Legacy Pointe Condominium No. 3 will include a total of 49 condominium units when it has been fully developed. Each existing Unit of the Legacy Pointe Condominium No. 3 and all Units hereafter included within the Legacy Pointe Condominium No. 3 are and will be a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

6. The parcel of real property originally designated as Private Cluster Group D on the preliminary plan of Legacy Pointe Subdivision, and more fully described by the legal description set forth on Exhibit "C", which is attached hereto, titled as the "Legal Description of the Legacy Pointe Private Cluster Group "D" Parcel", and incorporated herein by reference, (hereinafter "Private Cluster Group "D") is hereby reaffirmed and re-designated as a Condominium Group Parcel as such term is defined in the Master Declaration, as amended. Private Cluster Group "D" is currently in the process of being developed as Legacy Pointe Condominium No. 4., an expandable condominium, and is commonly referred to as the "Townhomes". As of May 1, 2007 Legacy Pointe Condominium No. 4 consists of Legacy Pointe Condominium No. 4,

Units No. 1 thru No. 42, inclusive. Each existing Unit of the Legacy Pointe Condominium No. 4 is a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

7. Block "P" of Legacy Pointe Subdivision No. 5, as shown on the Plat of Legacy Pointe Subdivision No. 5., has sometimes also been referred to as Private Cluster Group E, is currently intended to be developed as Legacy Pointe Condominium No. 6, an expandable condominium, and will be commonly referred to as the "Tournament Homes". As of July 1, 2007 the Declaration for Legacy Pointe Condominium No. 6 had not yet been filed. However, it is anticipated that Legacy Pointe Condominium No. 6, may include up to a total of 52 condominium units when it has been fully developed. Each Unit of the Legacy Pointe Condominium No. 6, when created, will be a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

8. Block "Q" of Legacy Pointe Subdivision No. 5, as shown on the Plat of Legacy Pointe Subdivision No. 5., has sometimes also referred to as Private Cluster Group F, is intended to be developed as Legacy Pointe Condominium No. 5, an expandable condominium, and will be commonly referred to as the "Grand Masters". As of July 1, 2007 the Declaration for Legacy Pointe Condominium No. 5 had not yet been filed. However, it is anticipated that Legacy Pointe Condominium No. 5 may include up to a total of 34 condominium units when it has been fully developed. Each Unit of the Legacy Pointe Condominium No. 5, when created, will be a "Unit" as such term is defined in Section 1.29 of the Master Declaration, as amended.

9. The 24.9667 acre parcel of real property located in the City of Avon Lake and described as Block "N"of Legacy Pointe Subdivision No. 5, and the 35.0922 acre parcel of real property located in the City of Avon Lake and described as Block "O"of Legacy Pointe Subdivision No. 5, as such Blocks are shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded with the County Recorder of Lorain County, Ohio, in Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, are hereby designated as Golf Course Property, (as defined in the Declaration), and therefor are not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

10. The parcel of real property located in the City of Avon Lake and described as Block "M"of Legacy Pointe Subdivision No. 5, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded in Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, is not currently being designated as Golf Course Property, (as defined in the Section 1.12 of the Declaration), however, the Developer may hereafter use all or any portion of Block M for golf course purposes and reserves the right to hereafter designated all or any portion of Block M as Golf Course Property. In the event Block M is not used for golf course purposes,

Developer reserves the right to use the property for any other purpose which developer may choose, including, but not limited to, using the property as a site for the construction of residential dwellings.

11. The 180.62 acre parcel of real property located in the City of Avon Lake and designated as Permanent Parcel No. 04-00-020-101-132 by the Lorain County Auditor, and the parcel of real property located in the City of Avon Lake and designated as Block L on the Plat of Legacy Pointe Subdivision No. 4, as recorded in Plat Vol 82, Pages 42 and 43 of the Lorain County Records of Maps, are hereby designated as Golf Course Property, (as defined in the Section 1.12 of the Declaration), and are therefor not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

12. The second sentence of Section 2.09 of the Master Declaration is hereby amended to adds Lots 47 thru 104, inclusive, as additional Lots upon which no fence of any type (except as otherwise permitted in conjunction with an in- ground pool in accordance with the provisions set forth in Sections 2.07, 2.09 and 2.11 of the Declaration).

13. The forth sentence of Section 2.11(d) of the Master Declaration is hereby amended to adds Lots 105 thru 113, inclusive, as additional Lots upon which a pool may be constructed.

14. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fifth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By:_____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 11th day of July, 2007.

Kathie J. Murray
NOTARY PUBLIC

KATHIE J. MURRAY, Notary Public
State of Ohio
My Commission Expires Feb. 6, 2012

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esquire
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

EXHIBIT A

Legal Description of the Legacy Pointe Private Cluster Group B Parcel
(Legacy Pointe Condominium No. 2)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Lot No. 20, and bounded and described as follows:

Beginning at a 1 ½" iron pipe in a monument box found on the centerline of Jaycox Road, at its intersection with the centerline of Walker Road;

Thence S. 01degrees 16' 55" W., along the centerline of Jaycox Road, a distance of 2103.35 feet;

Thence N. 88degrees 43' 05" W., a distance of 40.00 feet to the Westerly line of Jaycox Road, as proposed to be widened and the principal place of beginning;

Thence S. 1degree 16' 55" W., along the Westerly line of Jaycox Road, as proposed to be widened, a distance of 383.45 feet to the Northeasterly corner of the Sweetbriar Subdivision No. 2, as shown by the recorded plat in Volume 42 of Plats, Page 56 of Lorain County Records;

Thence N. 88degrees 43' 05" W., along the Northerly line of said Sweetbriar Subdivision No. 2, a distance of 150.00 feet to the Northwesterly corner thereof;

Thence S. 1degree 16' 55" W., along the Westerly line of said Sweetbriar Subdivision No. 2, a distance of 388.53 feet to an angle point therein;

Thence S. 8degreees 51' 50" W., along the Westerly line of said Sweetbriar Subdivision No. 2, a distance of 102.02 feet;

Thence N. 81degrees 08' 10" W., a distance of 212.97 feet;

Thence N. 16degrees 43' 05" W., a distance of 281.52 feet;

Thence N. 28degrees 43' 05" W., a distance of 630.42 feet;

Thence N. 82degrees 19' 34" E., a distance of 58.54 feet;

Thence N. 84degrees 10' 55" E., a distance of 98.71 feet;

Thence N. 4degrees 25' 05" W., a distance of 150.00 feet;

Thence Easterly, a distance of 109.83 feet on the arc of a circle deflecting to the right, whose central angle is 2degrees 54' 00", whose radius is 2170.00 feet and whose chord bears N. 87degrees 01 55" E., a distance of 109.82 feet;

Thence S. 1degrees 31' 05" E., a distance of 150.00 feet;

Thence N. 89degrees 52' 55" E., a distance of 98.71 feet;

Thence S. 88degrees 43' 05" E., a distance of 420.38 feet to the principal place of beginning, and containing 9.6372 acres (419,795 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated December, 2000, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Jaycox Road having a bearing of N. 01degrees 16' 55" E., per previous surveys.

EXHIBIT B

Legal Description of the Legacy Pointe Private Cluster Group C Parcel
(Legacy Pointe Condominium No. 3)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Sections Nos. 17 and 20, and bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found on the centerline of Buckhead, 60 feet wide, at its intersection with the centerline of Legacy Pointe Parkway, 60 feet wide;

Thence Westerly, along the centerline of Legacy Pointe Parkway, a distance of 62.72 feet on the arc of a circle deflecting to the left, whose central angle is 1degree 38' 00", whose radius is 2200.00 feet and whose chord bears S. 85degrees 05' 55" W., a distance of 62.71 feet to a 5/8" iron pin in a monument box found at a point of reverse curvature;

Thence Westerly, along the centerline of Legacy Pointe Parkway, a distance of 383.97 feet on the arc of a circle deflecting to the right, whose central angle is 10degrees 00' 00", whose radius is 2200.00 feet and whose chord bears S. 89degrees 16' 55" W., a distance of 383.49 feet to a 5/8" iron pin in a monument box found at a point of reverse curvature;

Thence Westerly, along the centerline of Legacy Pointe Parkway, a distance of 537.56 feet on the arc of a circle deflecting to the left, whose central angle is 14degrees 00' 00", whose radius is 2200.00 feet and whose chord bears S. 87degrees 16' 55" W., a distance of 536.23 feet to a 5/8" iron pin in a monument box found;

Thence N. 09degrees 43' 05" W., a distance of 30.00 feet to the Northerly curved line of Legacy Pointe Parkway and the principal place of beginning;

Thence Westerly, along the Northerly curved line of Legacy Pointe Parkway, a distance of 99.48 feet on the arc of a circle deflecting to the left, whose central angle is 15degrees 00' 00", whose radius is 380.00 feet and whose chord bears N. 72degrees 46' 55" E., a distance of 99.20 feet;

Thence N. 24degrees 43' 05" W., a distance of 239.71 feet;

Thence N. 00degrees 33' 33" E., a distance of 1075.31 feet;

Thence S. 89degrees 39' 56" E., a distance of 150.08 feet;

Thence S. 00degrees 33' 56" W., a distance of 50.00 feet;

Thence S. 89degrees 39' 56" E., a distance of 585.98 feet;

Thence S. 06degrees 54' 55" W., a distance of 136.05 feet;

Thence S. 26degrees 54' 55" W., a distance of 476.48 feet;

Thence S. 11degrees 54' 55" W., a distance of 270.00 feet;

Thence S. 13degrees 05' 05" E., a distance of 180.00 feet;

Thence N. 89degrees 43' 05" W., a distance of 140.00 feet;

Thence S. 45degrees 16' 55" W., a distance of 50.60 feet;

Thence N. 89degrees 43' 05" W., a distance of 107.99 feet;

Thence S. 00degrees 16' 55" W., a distance of 172.33 feet to the Northerly line of Legacy Pointe Parkway;

Thence Westerly, along the Northerly curved line of Legacy Pointe Parkway, a distance of 19.46 feet on the arc of a circle deflecting to the left, whose central angle is 00degrees 30' 00", whose radius is 2230.00 feet and whose chord bears S. 80degrees 31' 55" W., a distance of 19.46 feet to the principal place of beginning, and containing 14.2958 acres (622,725 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated November, 2004, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

EXHIBIT C

Legal Description of the Legacy Pointe Private Cluster Group D Parcel
(Legacy Pointe Condominium No. 4)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S 89degrees 38' 47" E, along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 264.99 feet to the principal place of beginning;

Thence N 27degrees 51' 13" E, a distance of 153.03 feet;

Thence N 65degrees 21' 13" E, a distance of 135.62 feet;

Thence S 24degrees 38' 47" E, a distance of 84.34 feet;

Thence N 65degrees 21' 13" E, a distance of 131.04 feet;

Thence S 89degrees 38' 47" E, a distance of 91.72 feet;

Thence S 00degrees 21' 13" W, a distance of 141.85 feet;

Thence S 65degrees 21' 13" W, a distance of 200.70 feet;

Thence S 04degrees 38' 47" E, a distance of 29.40 feet;

Thence S 61degrees 38' 47" E, a distance of 244.01 feet;

Thence S 15degrees 38' 47" E, a distance of 140.02 feet;

Thence S 30degrees 21' 13" W, a distance of 175.42 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds ;

Thence N 89degrees 39' 56" W, along the Northerly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 741, a distance of 357.74 feet to the Southeasterly corner of land conveyed to the City of Avon Lake in Volume 1088, Page 739;

Thence N. 44degrees 31' 13" W, along the Northeasterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 99.91 feet to an angle point;

Thence N 00degrees 33' 55" E, along the Easterly line of land so conveyed to the City of Avon Lake, in Volume 1088, Page 739, a distance of 414.35 feet to the principal place of beginning, and containing 6.0974 acres (265,602 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated, April, 2004, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

BOX LCTC SARAH
ELYRIA, OH 44035

BOX: LORAIN COUNTY TITLE

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
DEPUTY

SIXTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Sixth Amendment") is made this 27th day of October, 2008, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

Doc ID: 015032370007 Type: OFF
Kind: DECLARATION
Recorded: 12/16/2008 at 02:47:53 PM
Fee Amt: $72.00 Page 1 of 7
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2008-0278266

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Legacy Pointe Master Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 114 through 146, inclusive, and Blocks "S" and "T" of Legacy Pointe Subdivision No. 6, as such Sublots and Blocks are shown on the Plat of Legacy Pointe Subdivision No. 6, as recorded with the County Recorder of Lorain County, Ohio on _____, 2008, in Volume____, Pages____ through____, inclusive, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "S" and "T" as shown on the Plat of Legacy Pointe Subdivision No. 6, are hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

3. **ARTICLE I, DEFINITIONS, SECTION 1.04, CLUB EXPENSES**, of the Master Declaration is hereby amended by adding the following paragraph as an additional section of **ARTICLE I, SECTION 1.04 CLUB EXPENSES**:

   (l) Any cost incurred by the Club in the installation, maintenance, repair, use, and/or replacement of any signs, lighting, underground sprinkling system, storm water run off filtration elements and features, underground storm water collection system, electrical system, walls, structures, fences, columns, grass, trees, shrubs and other plants and other landscaping of any Traffic Calming Restrictor Area, including any cost of electricity, water and/or natural gas and any other cost incurred by the Club in maintaining and caring for the Traffic Calming Restrictor Area(s) pursuant to the terms and conditions of any

Indemnity Agreement or Agreements that may hereafter be entered into between the Developer and the City of Avon Lake (the "Traffic Calming Restictor Area Indemnity Agreement");

(m) Any cost incurred by the Club to maintain, repair or enhance the Green Space Buffer Area located in Block S of Legacy Pointe Subdivision No. 6 (as indicated on the Plat), in accordance with the terms, conditions and provisions of Declaration of Restrictions recorded as Lorain County Recorder Instrument No. 20000688318.

(n) Any cost incurred by the Club in the installation, maintenance, repair, use, replacement or improvement of any portion of a Detention Area or any portion of the storm water retention and/or detention system located within or upon any Common Area or other Block, including, but not limited to, any ponds, lakes, retention areas, detention areas, ditches, headwalls, dams, drains, sewers, sprinklers, pumps, structures, aerators, fences, grass, trees, shrubs, plants, lighting and other landscaping and/or related costs, including the cost of electricity, water and/or natural gas;.

4. **ARTICLE I, DEFINITIONS,** of the Declaration is hereby amended by adding the following paragraph as an additional section of **ARTICLE I, DEFINITIONS**:

1.30 TRAFFIC CALMING RESTRICTOR AREA. The term "Traffic Calming Restrictor Area" shall mean the non-paved area within any publicly owned right of way and abutting Lot or Block within Legacy Pointe that is bounded on the street side by the sections of the road pavement and curbing that have been narrowed to a width of less than 27 feet and on the opposite side by the street side edge of the sidewalk that abuts, or is located in whole or in part, within the sidewalk easement areas depicted on the Plat.

1.31 DETENTION AREA. The term "Detention Area" shall mean that portion of Block T of Legacy Pointe Subdivision No. 6, that has been improved for the purpose of retaining and/or detaining storm water runoff within the Legacy Pointe Planned Unit Development, including, the detention area and ditch which runs along the eastern edge of Block T, and any area hereafter delineated as a Detention Area in any existing or future phase of the Legacy Pointe Planned Unit Development, or any portion of the Land that is now or hereafter used for the purpose of storm water retention and/or detention within the Legacy Pointe Planned Unit Development. However, the ponds, lakes, creeks, ditches and storm water detention areas located on or within the Golf Course Property are not part of the Land and therefor are not subject to the Declaration except as otherwise specifically set forth in the Declaration.

5. **ARTICLE II, RESTRICTIONS ON LOTS AND RESIDENCES,** of the Declaration is hereby amended by adding the following paragraph as an additional section of **ARTICLE II, RESTRICTIONS ON LOTS AND RESIDENCES**:

2.21 RESTRICTIONS ON THE USE OF TRAFFIC CALMING RESTRICTOR AREAS. No owner, occupant or tenant of any Lot or Residence shall alter the grade, landscaping, storm water runoff filtration system, or underground storm water collection system located within or immediately adjacent of any Traffic Calming Restrictor Area except as otherwise permitted in accordance with the provisions of Article IV, Section 4.04 of the Declaration. In addition, no person or entity, including but not limited to, the owner, occupant or tenant of any adjoining or abutting Lot or Block, without the prior consent of the City of Avon Lake, shall use a Traffic Calming Restrictor Area in a manner that is inconsistent with its intended purposes as they have been set forth in Article IV, Section 4.04 of the Declaration.

6. The title of **ARTICLE IV, TREE LAWNS, ISLAND AREAS AND HUBS** of the Declaration is hereby amended to be **"ARTICLE IV, TREE LAWNS, ISLAND AREAS, HUBS AND TRAFFIC CALMING RESTRICTOR AREAS".**

7. **ARTICLE IV, TREE LAWNS, ISLAND AREAS, HUBS AND TRAFFIC CALMING RESTRICTOR AREAS** of the Declaration is hereby amended by adding the following paragraphs as additional sections of **ARTICLE IV**:

4.03. TRAFFIC CALMING RESTRICTOR AREAS. The Club shall have the responsibility for maintaining and caring for the landscaping, ground covers, storm water runoff filtration system, underground storm water collection system and other improvements located within Traffic Calming Restrictor Areas. The Club's right and obligation to maintain the Traffic Calming Restrictor Areas shall supersede (except as hereinafter set forth) any obligations and rights the adjoining Lot owner would otherwise have to use and maintain the portion of the Lot's Tree Lawn that is located within or is a part of the Traffic Calming Restrictor Area and the immediately abutting landscaped areas.

4.04. USE AND PURPOSE OF TRAFFIC CALMING RESTRICTOR AREAS. The roadway, curbs, grading, landscaping, vegetation, ground covers and storm water filtration and drainage system installed in the Traffic Calming Restrictor Areas (the "Traffic Calming Restrictor Area Improvements") have been designed and installed for two primary purposes. The two primary purposes are to assist the City in its efforts to reduce the number of vehicles traveling at excessive speeds on residential streets within the City of Avon Lake and to act as a sediment control feature of the Legacy Pointe Planned Unit Development's storm water retention and drainage sewer system. No person or entity, including, but not limited to, the Association and the

Club, shall have any right to materially alter the grade, landscaping, storm water runoff filtration system, or underground storm water collection system of any Traffic Calming Restrictor Area without the prior consent of the City of Avon Lake. However, the City, at its sole discretion, may hereafter elect to modify, remove or replace all, or any portion, of the Traffic Calming Restrictor Area Improvements. In the event the City of Avon Lake hereafter elects to remove or modify the Traffic Calming Restrictor Area Improvements in a manner that causes or results in the landscaping and ground cover in the affected Traffic Calming Restrictor Area to become substantially similar to the landscaping and ground cover on the Tree Lawns abutting the majority of other Lots within Legacy Pointe Subdivison No. 6., then the Club's duty to maintain the landscaping and ground cover in the Traffic Calming Restrictor Areas shall terminate and the affected landscaping and ground cover in the Traffic Calming Restrictor Areas shall be maintained by the owners of the abutting Lot(s) as otherwise required by this Declaration and City of Avon Lake Ordinance.

4.05. LOTS AND BLOCKS ABUTTING TRAFFIC CALMING RESTRICTOR AREAS. Lots 114, 119, 120, 135, 142 and 143 and Block T, as indicated on the Plat, are encumbered with a sidewalk easement for the installation, repair, and use of public sidewalks and include and abut, all or a portion of a Traffic Calming Restictor Area.

4.06. RIGHTS OF CITY. The City of Avon Lake (the "City") shall be a third party beneficiary of the covenants set forth above. The City shall not be obligated to maintain or repair the landscaping, ground cover, storm water runoff filtration system, or underground storm water collection system located within the Traffic Calming Restrictor Areas. In the event the Club fails to maintain or repair the landscaping, ground cover, storm water runoff filtration system or underground storm water collection system located within the Traffic Calming Restrictor Areas, the City may provide the Club with written notice of the maintenance work or repairs that need to be completed. In the event Club fails to commence the needed maintenance work or repairs within thirty (30) days after the Club's receipt of such written notice, the City shall have the right, at the expense of the Club, to perform such maintenance and repairs as are required. Provided the Club fails to commence the repairs within 30 days after its receipt of the notice from the City, then the costs incurred by the City to perform the necessary repairs and maintenance shall be deemed a Special Assessment and if not paid by the Club may be assessed by the City directly against the Owners on a prorata basis in accordance with Article XI of the Declaration. Such right shall be in addition to any other remedies available to the City at law or in equity.

However, in the event the City hereafter elects to redesign, remove and/or alter all or any portion of the Traffic Calming Restrictor Area Improvements all of the costs incurred to redesign, remove and/or alter the Traffic Calming Restrictor Area

Improvements shall be paid by the City and shall not be assessed against the Club, the Association, the Owners or the abutting property owners.

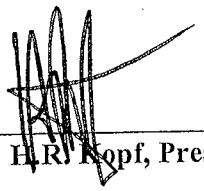
8. The second sentence of Section 2.09 of the Declaration is hereby amended to adds Lots 127 and 128 as additional Lots upon which no fence or hedge of any type (except as otherwise permitted in conjunction with an in- ground pool in accordance with the provisions set forth in Sections 2.07, 2.09 and 2.11 of the Declaration) shall be allowed in the rear or side yards of such Lots. Therefore, the second sentence of Section 2.09 of the Declaration, as amended, now provides that no fence or hedge of any type (except as otherwise permitted in conjunction with an in-ground pool in accordance with the provisions set forth in Sections 2.07, 2.09 and 2.11 of the Declaration) shall be allowed in the rear or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40, 47 thru 104, 127, 128 and within (10) feet of the southern boundary line of Lot 41.

9. The forth sentence of Section 2.11(d) of the Declaration is hereby amended to adds Lots 114 thru 126, inclusive, and Lots 129 thru 146, inclusive, as additional Lots upon which a pool may be constructed. Therefore, the forth sentence of Section 2.11(d) of the Declaration, as amended, now provides that a pool may be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, 42 thru 46, 105 thru 126, and 129 thru 146.

10. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fifth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER



By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 27th day of October, 2008.

Kathie J. Murray
NOTARY PUBLIC

KATHIE J. MURRAY, Notary Public
State of Ohio
My Commission Expires Feb. 6, 2012

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esquire
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

Doc ID: 017515360021 Type: OFF
Kind: DECLARATION
Recorded: 06/07/2013 at 01:51:06 PM
Fee Amt: $184.00 Page 1 of 21
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2013-0464688

21
$184.00
IME

SEVENTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Seventh Amendment") is made this 6th day of June, 2013, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

    a. The real property located in the City of Avon Lake and described as Sublots No. 91 through 112 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

    b. The real property located in the City of Avon Lake and described as Sublots No. 143 through 151 inclusive of the Avon Center Estates Subdivision No.

2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

c. The real property located in the City of Avon Lake and described as Sublots No. 153 through 168 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

d. The real property located in the City of Avon Lake that has been approved for development and use as three individual residential building lots by the Avon Lake Planning Commission, having been referred to generally as Zoning Lots "A", "B" and "C", being more fully described by the legal description for Zoning Lot A that is set forth on Exhibit A, the legal description for Zoning Lot B that is set forth on Exhibit B, and the legal description for Zoning Lot C that is set forth on Exhibit C, such lots being shown on the drawing that has been marked as Exhibit "D", said exhibits being attached hereto and incorporated herein by reference. (Hereinafter referred to as "Zoning Lots "A", "B" and "C")

e. The real property located in the City of Avon Lake that has been developed for use as the Water Quality Basin for Phase 1 of the Avon Center Estates Subdivision No 2, as shown on the drawing that has been marked as Exhibit "E", is attached hereto, and incorporated herein by reference, and being more fully described as follows:

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublots Nos. 57, 113 and 114 and all of Sublot No. 58 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows: Beginning at a 5/8" iron pin in a monument box found on the centerline of Woodstock Avenue, 60 feet wide at its intersection with the centerline of Belmont Drive, 50 feet wide;

Thence N. 00d 40' 36" E., along the centerline of Woodstock Avenue, a distance of 25.00 feet to the Northerly line of Belmont Drive;

Thence S. 89d 47' 54 E., along the Northerly line of Belmont Drive, a distance of 432.50 feet to the Southwesterly corner of said Sublot No. 113 and the principal place of beginning;

Thence N. 00d 40' 36" E., along the Westerly line of said Sublot No. 113, a distance of 145.00 feet to the Northwesterly corner thereof;

Thence S. 89d 47' 54" E., along the Northerly line of said Sublot No. 113, a distance of 40.00 feet to the Southwesterly corner of said Sublot No. 58;

Thence N. 00d 40' 36 E., along the Westerly line of said Sublot No. 58, a distance of 145.00 feet to the Northwesterly corner of said Sublot No. 58;

Thence S. 89d 47' 54" E., along the Northerly line of said Sublots Nos. 58 and 57, a distance of 69.01 feet;

Thence S. 15d 07' 52" W., a distance of 300.12 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47 54" W., along the Northerly line of Belmont Drive, a distance of 34.10 feet to the principal place of beginning, and containing 14,950 square feet of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only. (Hereinafter referred to as the "Water Quality Basin Easement Premises"); and

f. The real property located in the City of Avon Lake that consists of those portions of Sublots Nos. 57, 58, 113, 114 and 142 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which an existing creek (known as Heider Ditch Lateral No. 4) is located, including, but not limited to, the area to the top of the creek's banks, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance). The portion of Heider Ditch Lateral No. 4, located upon the above designated Sublots, and adjacent Riparian Area, hereinafter being referred to as the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

2. The Water Quality Basin Easement Premises is hereby designated as a Detention Area as such term is defined within the Declaration, as amended.

3. The Heider Ditch Lateral No. 4 and Riparian Area Premises are hereby designated as a Common Area as such term is defined within the Declaration, as amended.

4. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Water Quality Basin Easement Premises and the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other real property that is located within the same watershed area as the Water Basin Easement Premises and the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Heider Ditch Lateral No. 4 or the Heider Ditch Lateral No. 4 Riparian Area.

5. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Seventh Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

      and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

6. **ARTICLE I, DEFINITIONS, SECTION 1.04, CLUB EXPENSES**, of the Master Declaration is hereby amended by adding the following paragraph as an additional section of **ARTICLE I, SECTION 1.04 CLUB EXPENSES**:

(o) Any cost incurred by the Club in the installation, maintenance, repair, use, replacement or improvement of any sign or other improvement located within an Identification Area, including, but not limited to, any irrigation system, sprinklers, structures, fences, grass, trees, shrubs, plants, lighting and other landscaping and/or related costs, including the cost of electricity, water and/or natural gas.

(p) Any cost incurred by the Club in the installation, maintenance, repair, use, replacement or improvement of any Water Quality Basin Area or Heider Ditch Lateral No. 4 and Riparian Area, including, but not limited to, ponds, lakes, retention areas, detention areas, ditches, headwalls, dams, drains, sewers, sprinklers, pumps, structures, aerators, fences, grass, trees, shrubs, plants, lighting and other landscaping and/or related costs, including the cost of electricity, water and/or natural gas.

7. **ARTICLE I, DEFINITIONS** of the Declaration is hereby amended by adding an additional sections to **ARTICLE I, DEFINITIONS**, as follows:

1.32 IDENTIFICATION AREA. The term "Identification Area" shall mean that portion of the Lot or Lots located at the entrance into the Legacy Pointe Subdivision from Avon Belden Road, or any other public road not within the Legacy Pointe Subdivision, that is hereafter reserved for the purpose of identifying the Legacy Pointe Subdivision. Initially, the sole Identification Area will be situated on the 1005 square area located in the southwest corner of Zoning Lot A, as depicted on the drawing that has been marked as Exhibit "F", is attached hereto and incorporated herein by reference, and as further described on Exhibit "G". As additional entrances to the Legacy Pointe Subdivision may be added, the term "Identification Area" shall also mean and include such areas within those Lots adjoining such additional entrances as the Developer may from time to time designate as being a part of the "Identification Area"; at which time or times, Developer may amend the descriptions of the "Identification Area" to reflect same.

1.33 WATER QUALITY BASIN AREA. The term "Water Quality Basin Area" shall mean any area that has been or may hereafter be designed and improved to act as a sediment control and storm water retention feature of the development's storm water retention and drainage system. Any area may be designated as a Water Quality Basin Area by the developer regardless of whether all or any part of the real property upon which said Water Quality Basin Area is located is included as a part of the Land.

1.34 **HEIDER DITCH LATERAL NO. 4 AND RIPARIAN AREA.** The term "Heider Ditch Lateral No. 4 and Riparian Area" shall mean the portion of the Land that is currently, or that may hereafter be designated, by the City of Avon Lake as being part of Heider Ditch Lateral No. 4 or the Riparian Areas (as described and/or delineated in accordance with the provisions of the Avon Lake Codified Ordinances) adjacent to said lateral. An area may be designated as a Heider Ditch Lateral No 4 and Riparian Area premises by the developer regardless of whether all or any part of the real property upon which said Heider Ditch Lateral No. 4 for Riparian Area is located is included as a part of the Land.

8. The 1005 square feet area located at the southeast corner of Zoning Lot A, as depicted on the drawing that has been marked as Exhibit "F", is attached hereto and incorporated herein by reference, and as further described on Exhibit "G" is hereby designated as an Identification Area as such term is defined within the Declaration, as amended.

9. **ARTICLE II** of the Declaration is hereby amended by amending the existing restriction (as previously amended) set forth in **ARTICLE II, SECTION 2.11,** as follows:

10. Section 2.11(d) of the Declaration is hereby amended to add the following described lots and parcels, as additional Lots upon which a pool is permitted. A pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

a. The real property located in the City of Avon Lake and described as Sublots No. 91 through 112 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

b. The real property located in the City of Avon Lake and described as Sublots No. 143 through 151 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

c. The real property located in the City of Avon Lake and described as Sublots No. 153 through 168 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as

shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

d. Zoning Lots "A", "B" and "C".

11. **ARTICLE II** of the Declaration is hereby amended by amending the existing restriction set forth in **ARTICLE II, SECTION 2.16 SIGNS** to read as follows:

2.16 SIGNS. Except with respect to signs within a Detention Area, Recreational Area, Identification Area, or within the General and Association Common Areas, and except with respect to any signs identifying Legacy Pointe Development, no sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot. Notwithstanding the foregoing, Developer and any person, firm and/or corporation approved by Developer shall have the right to engage in commercial construction, marketing, leasing and sales activities, including, but not limited to, the maintenance of such signs on the Land as Developer or such approved entity may deem advisable.

12. **ARTICLE IV** of the Declaration is hereby amended by adding additional sections to **ARTICLE IV** as follows:

4.07. WATER QUALITY BASIN EASEMENT AREAS. The Club shall have the primary responsibility for maintaining and caring for the landscaping, ground covers, storm water retention system, and other improvements located within Water Quality Basin Easement Areas. However, in the event all or any portion of a designated Water Quality Basin Easement Area is hereafter included as an integral part of the storm water retention system in conjunction with the development or real property that is not included as a part of the Land covered by this Declaration, then the Club's shall have the right to seek and obtain reimbursement from the other users of the Water Quality Basin Easement Area for the other users' proportionate share of the costs and expenses incurred by the Club to repair and maintain the Water Quality Basin Easement Areas.

4.08 USE AND PURPOSE OF WATER QUALITY BASIN EASEMENT PREMISES. The grading, landscaping, vegetation, ground covers and storm water retention and drainage system improvements installed in the Water Quality Basin Easement Premises (the "Water Quality Basin Easement Area Improvements"), have been designed and installed primarily to act as a sediment control and storm water retention feature of the development's storm water

retention and drainage system. No person or entity, including, but not limited to, the Association and the Club, shall have any right to materially alter the grade, landscaping, or storm water retention system of Water Quality Basin Easement Area without the prior consent of the City of Avon Lake. However, the City, at its sole discretion, may hereafter elect to modify, remove or replace all, or any portion, of the Water Quality Basin Easement Area Improvements.

4.09. HEIDER DITCH LATERAL NO. 4 AND RIPARIAN AREA PREMISES. The Club shall have the primary responsibility for maintaining and caring for the creek, creek banks, grass, ground covers, storm sewers, storm water retention system components, and other improvements located within the Heider Ditch Lateral No. 4 and Riparian Area Premises. However, in the event all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises is hereafter included as an integral part of the storm water retention system in conjunction with the development or real property that is not included as a part of the Land covered by this Declaration, then the Club's shall have the right to seek and obtain reimbursement from the other users of the Heider Ditch Lateral No. 4 and Riparian Area Premises for the other users' proportionate share of the costs and expenses incurred by the Club to repair and maintain the Heider Ditch Lateral No. 4 and Riparian Area Premises.

13. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Seventh Amendment at the time and place set forth above.

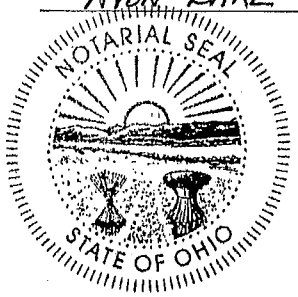
LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) **SS**
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 6th day of JUNE, 2013.



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esquire
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011 Rev. 2/08/12

Description of Zoning Lot "A"

PARCEL 1

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, a distance of 50.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Southeasterly corner of land so conveyed to the City of Avon Lake and the principal place of beginning;

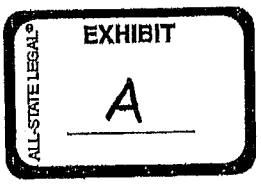
Thence N. 44d 38' 31" W., along a Northeasterly line of land so conveyed to the City of Avon Lake, a distance of 28.11 feet to a ¼" drill hole set in the concrete walk on the Easterly line of Avon Belden Road, S.R. 83;

Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 80.07 feet to the Southwesterly corner of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 151.93 feet;

Thence S. 00d 40' 36" W., a distance of 100.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 132.00 feet to the principal place of beginning, and containing 0.3443 acres (14,996 square feet) of land,



according to a survey by The Henry G. Reitz Engineering Company,. James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 30.00 feet to the Easterly line of Avon Belden Road, S.R. 83;

Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 100.00 feet to the Southwesterly corner of said Sublot No. 89 and the principal place of beginning;

Thence continuing N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 45.00 feet to a ¼" drill hole set in the concrete walk at the Southwesterly corner of Sublot No. 88 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 88, a distance of 151.90 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence S. 00d 40' 36" W., a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 151.93 feet to the principal place of beginning, and containing 0.1569 acres (6,836 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011
Description of Zoning Lot "B"

PARCEL 1
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

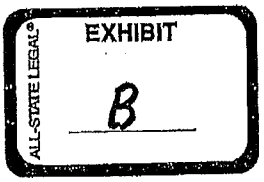
Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through a 5/8" capped (Reitz Eng) iron pin found at 50.00 feet, a distance of 182.00 feet to a 5/8" capped (Reitz Eng) iron pin set and the principal place of beginning;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 82.80 feet;

Thence S. 00d 40' 36" W., a distance of 100.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 82.80 feet to the principal place of beginning, and containing 0.1901 acres (8,280 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.



PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through a 5/8" capped (Reitz Eng) iron pin found at 50.00 feet, a distance of 182.00 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and the principal place of beginning;

Thence continuing N. 00d 40' 36" E., a distance of 45.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Southerly line of Sublot No. 88 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 88 and along the Southerly line of Sublots Nos. 85 and 84 in said Avon Center Estates Subdivision No. 2, a distance of 82.80 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence S. 00d 40' 36" W., a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 82.80 feet to the principal place of beginning, and containing 0.0855 acres (3,726 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011
Description of Zoning Lot "C"

PARCEL 1
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

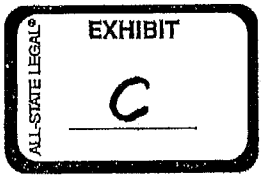
Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00 and 182.00 feet, a distance of 264.80 feet to a 5/8" capped (Reitz Eng) iron pin set and the principal place of beginning;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 42.78 feet to the Westerly line of Sublot No. 90 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 90, a distance of 100.00 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 42.78 feet to the principal place of beginning, and containing 0.0982 acres (4,278 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.



PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00 and 182.00 feet, a distance of 264.80 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and the principal place of beginning;

Thence continuing N. 00d 40' 36" E., a distance of 45.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Southerly line of Sublot No. 84 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 84 and Sublot No. 83 in said Avon Center Estates Subdivision No. 2, a distance of 42.78 feet to the Northwesterly corner of Sublot No. 90 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 90, a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 42.78 feet to the principal place of beginning, and containing 0.0442 acres (1,925 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 3
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being all of Sublot No. 90 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and more precisely bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00, 182.00 and 264.80 feet, a distance of 307.58 feet to the Southwesterly corner of said Sublot No. 90 and the principal place of beginning;

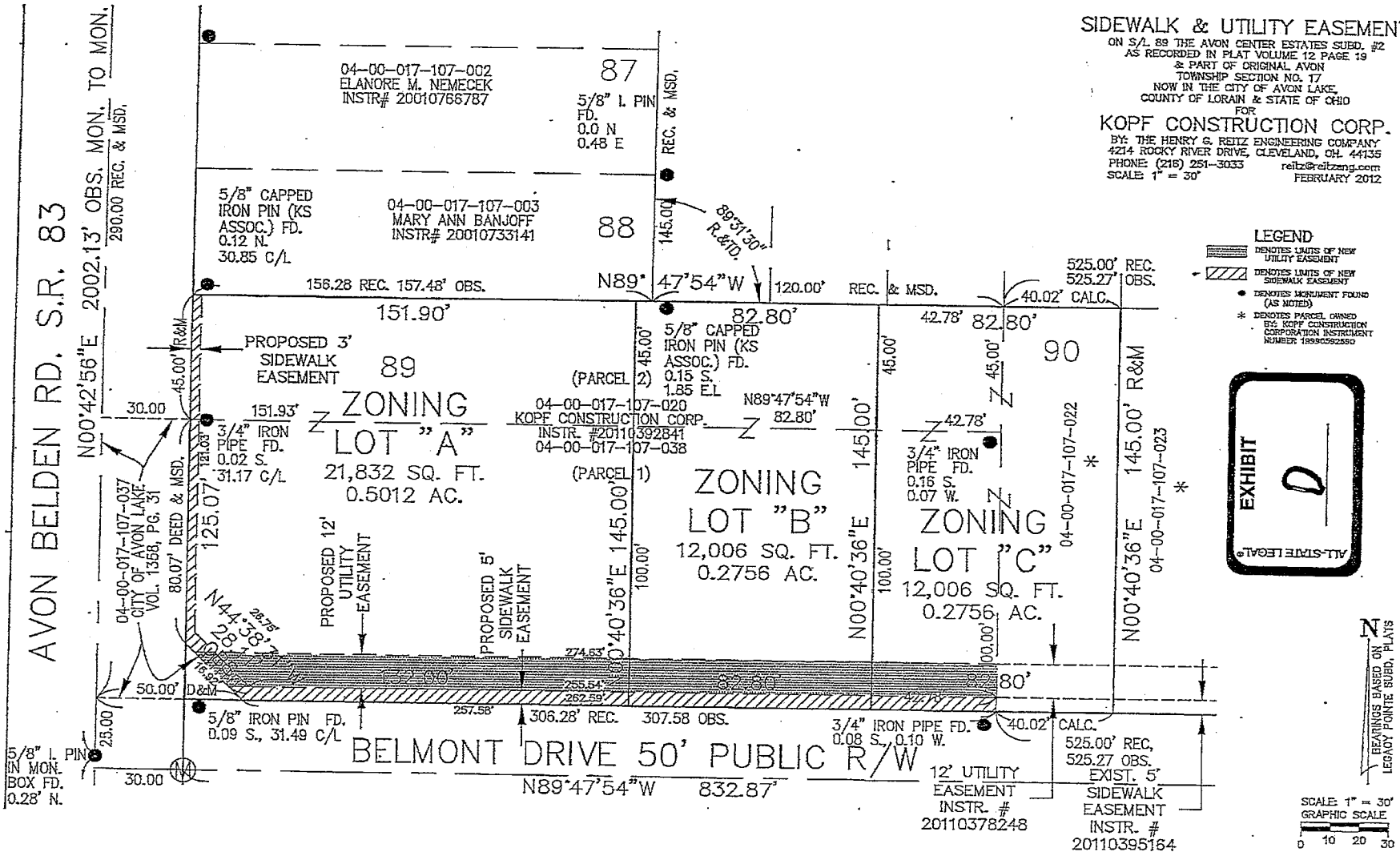
Thence N. 00d 40' 36" E., along the Westerly line of said Sublot No. 90, a distance of 145.00 feet to the Southerly line of Sublot No. 82 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 82, a distance of 40.02 feet to a 5/8" capped (Reitz Eng) iron pin set at the Northwesterly corner of Sublot No. 91 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 91, a distance of 145.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 40.02 feet to the principal place of beginning, and containing 0.1332 acres (5,803 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.


SIDEWALK & UTILITY EASEMENT
ON S/L 89 THE AVON CENTER ESTATES SUBD. #2
AS RECORDED IN PLAT VOLUME 12 PAGE 19
& PART OF ORIGINAL AVON
TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR
KOPF CONSTRUCTION CORP.
BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE 1" = 30' FEBRUARY 2012
AVON BELDEN RD. S.R. 83
N00°42'56"E 2002.13' OBS. MON. TO MON.
290.00 REC. & MSD.
04-00-017-107-002
ELANORE M. NEMECEK
INSTR# 20010766787
87
5/8" I. PIN FD. 0.0 N 0.48 E
REC. & MSD.
5/8" CAPPED IRON PIN (KS ASSOC.) FD. 0.12 N. 30.85 C/L
04-00-017-107-003
MARY ANN BANJOFF
INSTR# 20010733141
88
145.00'
89°51'50" R.&ID.
156.28 REC. 157.48' OBS.
N89° 47'54"W
120.00' REC. & MSD.
525.00' REC. 525.27' OBS.
40.02' CALC.
151.90'
82.80'
42.78'
82.80'
PROPOSED 3' SIDEWALK EASEMENT
89
5/8" CAPPED IRON PIN (KS ASSOC.) FD. 0.15 S. 1.85 E.L.
(PARCEL 2)
04-00-017-107-020
KOPF CONSTRUCTION CORP.
INSTR. #20110392841
04-00-017-107-038
(PARCEL 1)
N89°47'54"W 82.80'
90
45.00'
30.00
151.93'
ZONING
LOT "A"
21,832 SQ. FT.
0.5012 AC.
3/4" IRON PIPE FD. 0.02 S. 31.17 C/L
3/4" IRON PIPE FD. 0.16 S. 0.07 W.
ZONING
LOT "B"
12,006 SQ. FT.
0.2756 AC.
ZONING
LOT "C"
12,006 SQ. FT.
0.2756 AC.
04-00-017-107-037
CITY OF AVON LAKE
VOL. 1358, PG. 31
80.07' DEED & MSD.
125.07'
N44°58'28"E 28.28'
PROPOSED 12' UTILITY EASEMENT
PROPOSED 5' SIDEWALK EASEMENT
N00°40'36"E 145.00'
100.00'
274.63'
255.54'
262.59'
257.58'
82.80'
42.78'
50.00' D&M
5/8" IRON PIN FD. 0.09 S., 31.49 C/L
306.28' REC. 307.58 OBS.
3/4" IRON PIPE FD. 0.08 S., 0.10 W.
40.02' CALC.
525.00' REC, 525.27 OBS.
EXIST. 5' SIDEWALK EASEMENT INSTR. # 20110395164
25.00
5/8" I. PIN IN MON. BOX FD. 0.28' N.
30.00
BELMONT DRIVE 50' PUBLIC R/W
N89°47'54"W 832.87'
12' UTILITY EASEMENT INSTR. # 20110378248
LEGEND
DENOTES LIMITS OF NEW UTILITY EASEMENT
DENOTES LIMITS OF NEW SIDEWALK EASEMENT
DENOTES MONUMENT FOUND (AS NOTED)
* DENOTES PARCEL OWNED BY: KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 199906255D
EXHIBIT 2
ALL-STATE LEGAL®
N
BEARINGS BASED ON LEGACY POINTE SUBD. PLATS
SCALE: 1" = 30'
GRAPHIC SCALE
0 10 20 30

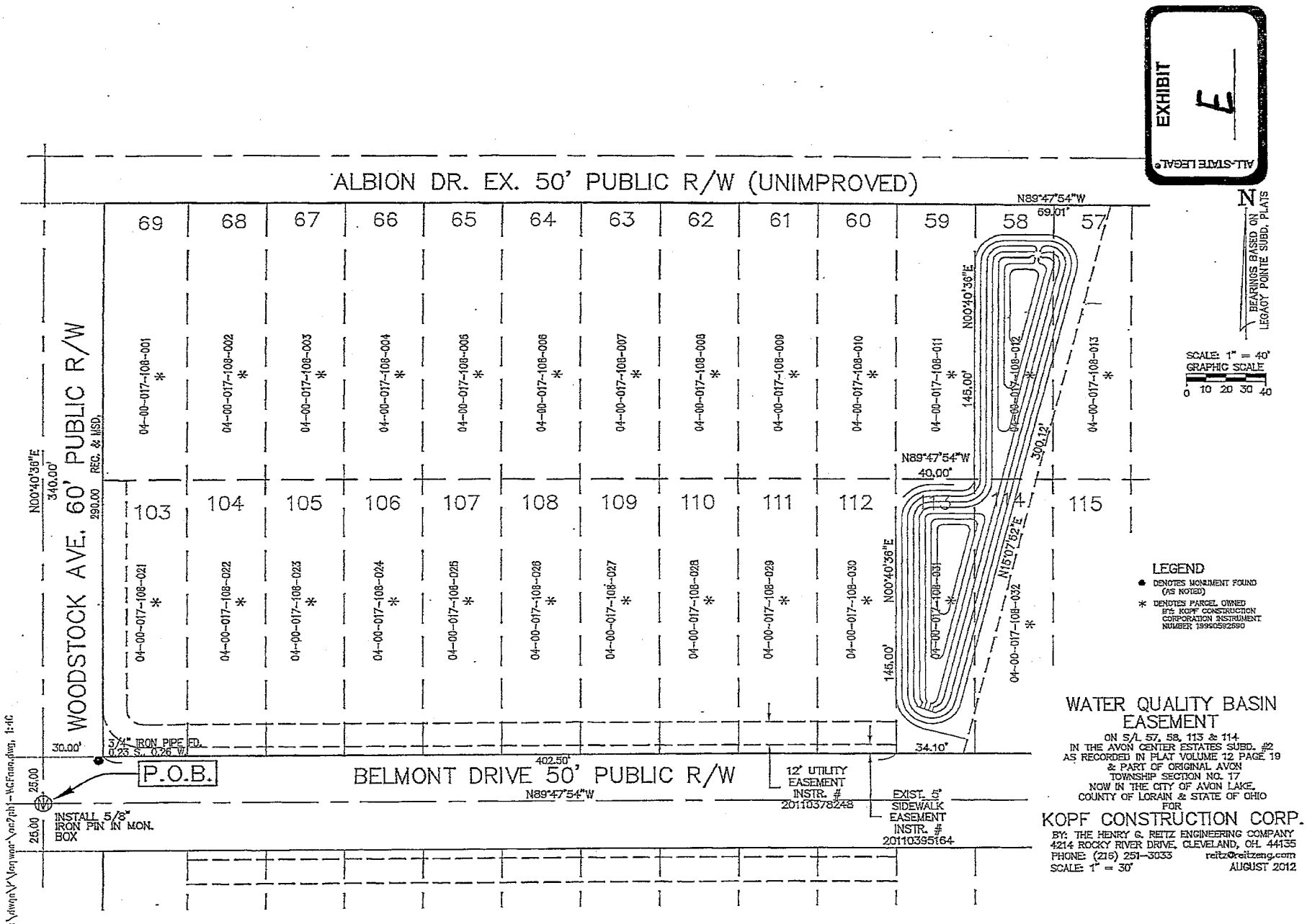


EXHIBIT E
ALL-STATE LEGAL
ALBION DR. EX. 50' PUBLIC R/W (UNIMPROVED)
WOODSTOCK AVE. 60' PUBLIC R/W
BELMONT DRIVE 50' PUBLIC R/W
N89°47'54"W 69.01'
N00°40'36"E 340.00'
290.00
REC. & MSD.
N89°47'54"W 40.00'
N00°40'36"E 145.00'
N15°07'52"E 300.12'
N00°40'36"E 145.00'
30.00'
25.00
25.00
402.50'
N89°47'54"W
34.10'
3/4" IRON PIPE FD. 0.23' S, 0.26' W
P.O.B.
INSTALL 5/8" IRON PIN IN MON. BOX
12' UTILITY EASEMENT INSTR. # 20110378248
EXIST. 5' SIDEWALK EASEMENT INSTR. # 20110395164
69 68 67 66 65 64 63 62 61 60 59 58 57
103 104 105 106 107 108 109 110 111 112 113 114 115
04-00-017-108-001 * 04-00-017-108-002 * 04-00-017-108-003 * 04-00-017-108-004 * 04-00-017-108-005 * 04-00-017-108-006 * 04-00-017-108-007 * 04-00-017-108-008 * 04-00-017-108-009 * 04-00-017-108-010 * 04-00-017-108-011 * 04-00-017-108-012 * 04-00-017-108-013 *
04-00-017-108-021 * 04-00-017-108-022 * 04-00-017-108-023 * 04-00-017-108-024 * 04-00-017-108-025 * 04-00-017-108-026 * 04-00-017-108-027 * 04-00-017-108-028 * 04-00-017-108-029 * 04-00-017-108-030 * 04-00-017-108-031 * 04-00-017-108-032 *
N
BEARINGS BASED ON LEGACY POINTE SUBD. PLATS
SCALE: 1" = 40'
GRAPHIC SCALE
0 10 20 30 40
LEGEND
● DENOTES MONUMENT FOUND (AS NOTED)
* DENOTES PARCEL OWNED BY KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 199905052990
WATER QUALITY BASIN EASEMENT
ON S/L 57, 58, 113 & 114
IN THE AVON CENTER ESTATES SUBD. #2
AS RECORDED IN PLAT VOLUME 12 PAGE 19
& PART OF ORIGINAL AVON
TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR
KOPF CONSTRUCTION CORP.
BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE: 1" = 30' AUGUST 2012
I:\dwgs\Y\longwar\on2pb1-WGFinal.dwg, 1:40

SIGN EASEMENT

PART OF ORIGINAL AVON TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR

KOPF CONSTRUCTION CORP.

BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE: 1" = 30' AUGUST 2012

N
BEARINGS BASED ON LEGACY POINTE SUBD. PLATS

LEGEND

- DENOTES LIMITS OF SIGN EASEMENT
- ● DENOTES MONUMENT FOUND (AS NOTED)
- * DENOTES PARCEL OWNED BY: KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 199905922690

SCALE: 1" = 30'
GRAPHIC SCALE
0 10 20 30

AVON BELDEN RD. S.R. 83

N00°42'56"E 2002.13' OBS. MON. TO MON.
290.00 REC. & MSD.

5/8" CAPPED IRON PIN (KS ASSOC.) FD. 0.12 N. 30.85 C/L

04-00-017-107-003
MARY ANN BANJOFF
INSTR# 20010733141

88

156.28 REC. 157.48' OBS.

EXIST. 3' SIDEWALK EASEMENT INSTR. # 20120403426

151.90' N89° 47'54"W

45.00' R&M

89

(PARCEL 2)

45.00'

30.00

151.93'

3/4" IRON PIPE FD. 0.02 S. 31.17 C/L

ZONING LOT "A"
21,832 SQ. FT.
0.5012 AC.

04-00-017-107-020
KOPF CONSTRUCTION CORP
INSTR. #20110392841
04-00-017-107-038

(PARCEL 1)

125.07'

80.07' DEED & MSD.

04-00-017-107-037
CITY OF AVON LAKE
VOL 1358, PG. 31

EXIST. 12' UTILITY EASEMENT INSTR. # 20120403425

EXIST. 5' SIDEWALK EASEMENT INSTR. # 20120403426

N00°40'36"E 145.00'

100.00'

N89°47'54"W 40.00'

10.07'

N00°12'06"E 30.00'

132.00'

50.00'

D&M

20.27'

5/8" I. PIN IN MON. BOX FD. 0.28' N.

25.00

5/8" IRON PIN FD. 0.09 S., 31.49 C/L

306.28' REC. 307.58' OBS. TO SW CORNER 90

BELMONT DRIVE 50'

N89°47'54"W

832.87' MON. TO MON.

30.00

EXHIBIT A

ALL-STATE LEGAL®

I:\dwgs\Projects\2012\ph1-FasaSign.dwg, 1:30

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

August 13th., 2012

Description of Sign Easement

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, a distance of 50.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Southeasterly corner of land so conveyed to the City of Avon Lake and the principal place of beginning;

Thence N. 44d 38' 31" W., along a Northeasterly line of land so conveyed to the City of Avon Lake, a distance of 28.11 feet to the Easterly line of Avon Belden Road, S.R. 83;

Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, S.R. 83, a distance of 10.07 feet;

Thence S. 89d 47' 54" E., a distance of 40.00 feet;

Thence S. 00d 12' 06" W., a distance of 30.00 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 20.27 feet to the principal place of beginning, and containing 0.0231 acres (1,005 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

LAWYERS TITLE CO
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

Doc ID: 018122810005 Type: OFF
Kind: DECLARATION
Recorded: 06/04/2014 at 11:12:48 AM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2014-0507021

EIGHTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Eighth Amendment") is made this 30th day of May, 2014, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

and 155 thru 163 of the Legacy Pointe Subdivisions No 1 thru 7, and sublots 91 thru 112, 143 thru 151 and 153 thru 168 of the Avon Center Estates Subdivision No. 2, and zoning lots "A", "B" and "C" as said zoning lots were more fully described in the Seventh Amendment to the Declaration." The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

5. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eighth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) **SS**
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sheffield Village, Ohio, this 30th day of May, 2014.

Michelle L Williamson
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, OH 44052
Phone: 440-244-5214

MICHELLE L. WILLIAMSON
NOTARY PUBLIC, STATE OF OHIO
LORAIN COUNTY
10/1/18

FIDELITY NATIONAL TITLE
COMPANY, LLC
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

Doc ID: 019115660005 Type: OFF
Kind: RESTRICTIONS
Recorded: 01/07/2016 at 03:02:57 PM
Fee Amt: $60.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2016-0571657

NINTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Ninth Amendment") is made this 25th day of NOVEMBER, 2015, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464688 of Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507021 of Lorain County Records (the "Eighth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

a. The real property located in the City of Avon Lake and described as Sublots No. 164 through 181, inclusive, of the Legacy Pointe Subdivision No. 8, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 8, as recorded with the Lorain County Recorder on January 7th, 2015, in Volume 101, Pages 78 through 80, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended; and

b. The real property located in the City of Avon Lake and described as Sublots No. 18 through 27 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

c. The real property located in the City of Avon Lake and described as Sublots No. 63 through 71 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Ninth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The parcel of real property located in the City of Avon Lake and described as Block "U"of Legacy Pointe Subdivision No. 7, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 7, as recorded with the County Recorder of Lorain County, Ohio, in Volume 100, Pages 2, 3 and 4, Lorain County Plat Records, and the parcel of real property located

in the City of Avon Lake and described as Block "V"of Legacy Pointe Subdivision No. 8, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 8, as recorded with the County Recorder of Lorain County, Ohio, in Volume ____, Pages ___ through ___, Lorain County Plat Records, are hereby designated as Golf Course Property, (as defined in the Declaration), and therefor are not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

4. Section 2.09 of the Declaration is hereby amended and restated by deleting the second sentence of Section 2.09 of the Declaration, as previously amended, and replacing it with the following sentence. "In addition to the limitations set forth in the Master Declaration no fence or hedge of any type (except as otherwise hereinafter set forth below in this section 2.12), shall be allowed in the rear yard or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40, 47 thru 68, 79 thru 104, 127, 128, 147 thru 154, 164 thru 169 ,or within (10) ten feet of the southern boundary line of Lot 41, of Legacy Pointe Subdivisions Nos 1 thru 8 or in the rear yard or side yards of Lots 24 thru 27 of Avon Center Estates Subdivision No. 2."

5. Section 2.11(d) of the Declaration is hereby amended to add Sublots No. 170 through 181, inclusive, of the Legacy Pointe Subdivision No. 8 of the Legacy Pointe Subdivision No. 8, and Sublots 19 thru 23 inclusive, and Sublots 63 thru 71 inclusive, of the Avon Center Estates Subdivision No. 2 as additional Lots upon which a pool is permitted. As a result of this amendment the forth sentence of Section 2.14(d) of the Declaration is hereby amended and restated to read as follows: "Pools may only be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, 42 thru 46, 69 thru 78, 105 thru 126, 129 thru 146, 155 thru 163, and 170 thru 181, of the Legacy Pointe Subdivisions No 1 thru 8, and sublots 19 thru 23, 63 thru 71, 91 thru 112, 143 thru 151, and 153 thru 168, and of the Avon Center Estates Subdivision No. 2, and zoning lots "A", "B" and "C" as said zoning lots are more fully described in the Seventh Amendment to the Declaration." The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

6. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eighth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

NOTARIAL SEAL
STATE OF OHIO

KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at NEW LAKE, Ohio, this 25th day of NOVEMBER, 2015.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
Phone: 440-244-5214

FIDELITY NATIONAL TITLE - MEDINA
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

Doc ID: 016301540019 Type: OFF
Kind: DECLARATION
Recorded: 02/22/2011 at 12:47:27 PM
Fee Amt: $164.00 Page 1 of 19
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2011-0364918

RECORDING OF THE

AMENDED BY-LAWS

OF

LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS FOR LEGACY POINT DEVELOPMENT RECORDED AT INSTRUMENT NO. 2001-0799006 OF THE LORAIN COUNTY RECORDS ON DECEMBER 20, 2001.

RECORDING OF THE
AMENDED BY-LAWS
OF THE
LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

WHEREAS, The Legacy Pointe Recreational Association, Inc. ("Association") was created on or about November 20, 2001, in conjunction with the filing of its Articles of. Incorporation with the Ohio Secretary of State's Office; and

WHEREAS, the Associations' principal purpose is to maintain and operate recreational areas and facilities located in the Legacy Pointe Development located in Avon Lake, Ohio, pursuant to the terms and provisions of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, that was filed for record on December 20, 2001 as Instrument No. 20010799006 of the Lorain County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, a set of Bylaws (the "Bylaws") for conducting the Association's affairs was also created and adopted by the Declarant, but not filed for record with the Lorain County Records; and

WHEREAS, Article VII, Section 7.01, of the Bylaws provides that the Bylaws can be amended by the affirmative vote of a majority of the members of the Board of Trustees of the Association; and

WHEREAS, Article IV, Section 4.06, of the Bylaws provides that any action that may be authorized or taken at a meeting of the Trustees may be taken without a meeting with the affirmative vote or approval of and writings signed by at least four (4) voting Trustees; and

WHEREAS, the proceedings necessary to amend the Bylaws, as required by the Bylaws, have in all respects been complied with; and

WHEREAS, to insure the integrity of the Bylaws, as amended, and to maintain a permanent record of said Bylaws, the Association's Board of Trustees has decided to have the Bylaws, as amended, filed for record with the Lorain County Recorder's Office.

NOW THEREFORE, The Legacy Pointe Recreational Association, Inc., for the purpose of recording the Association's Bylaws, as amended, with the Lorain County Recorder, have prepared this document and have attached hereto as Exhibit "A", a true and accurate copy of the Bylaws, as amended, of Legacy Pointe Recreational Association, Inc.;

1. The undersigned officers of the Association, hereby affirm the copy of the Bylaws of the Legacy Pointe Recreational Association, Inc., marked as Exhibit A, attached hereto and

incorporated herein by reference, are a true and accurate copy of the Bylaws of the Association, as amended, that are currently in effect as of the date this document has been executed.

2. In accordance with the provisions of Article IV, Section 4.06, of the original Bylaws of the Association, the amended Bylaws were adopted and approved by the Board of Trustee by at least four (4) of the five (5) Trustees signing their respective names to the amended Bylaws

IN WITNESS WHEREOF, the said the Legacy Pointe Recreational Association, Inc., by its authorized representatives, caused the execution of this instrument this 17th day of February 2011.

THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

By: _____, its President

By: _____, its Secretary

STATE OF OHIO)
) SS
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Pointe Recreational Association, Inc., by H. R. Kopf, its President and Barry I. Edelstein, its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as each officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Avon Lake Ohio, this 17th day of February, 2011.

Kristen McLaughlin
NOTARY PUBLIC

KRISTEN McLAUGHLIN, Notary Public
State of Ohio
My Commission Expires June 24, 2012

This instrument prepared by:
RILEY, RESAR & ASSOCIATES, P.L.L.
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
(440) 244-5214 - Telephone
(440) 244-0244 - Facsimile
email: ken@rileyresar.com

Exhibit A

BY-LAWS

OF

THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

(February 1, 2011)

Prepared by:

Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

TABLE OF CONTENTS

ARTICLE I. THE ASSOCIATION 1
1.01 Name and Nature of Association. 1
1.02 Membership. 1
1.03 Voting Rights. 4

ARTICLE II. BOARD OF TRUSTEES 4
2.01 Number and Term of Office. 4
2.02 Voting Rights. 4
2.03 Manner of Admission. 4
2.04 Termination of Trusteeship. 5
2.05 Resignation. 5
2.06 Indemnification of Board Members and Officers. 5

ARTICLE III. POWERS OF TRUSTEES 7
3.01 General. 7
3.02 Annual Assessments for Dues. 8
3.03 Special Assessments. 8
3.04 Due Dates of Assessments. 8

ARTICLE IV. MEETINGS OF TRUSTEES 9
4.01 Annual Meetings. 9
4.02 Special Meetings. 9
4.03 Notices of Meetings. 9
4.04 Quorum. 9
4.05 Proxies. 10
4.06 Action by Trustees Without a Meeting. 10

ARTICLE V. OFFICERS 10
5.01 Officers. 10
5.02 Removal. 10
5.03 Vacancies. 10
5.04 Duties. 10

ARTICLE VI. MISCELLANEOUS 11
6.01 Books and Records. 11
6.02 Fiscal Year. 11
6.03 Waiver of Notice. 11

ARTICLE VII. AMENDMENTS 12
7.01 Amendment of By-Laws. 12
7.02 Amendment of Articles of Incorporation. 12

BY-LAWS
OF
THE LEGACY POINTE
RECREATIONAL ASSOCIATION, INC.

The within By-Laws have been amended and adopted by a majority of the Trustees of the Legacy Pointe Recreational Association, Inc., in accordance with the provisions of Section 4.06 and Section 7.01 of the By-Laws of The Legacy Pointe Recreational Association, Inc., dated January 1, 2002.

The purpose of the organization is to provide for the establishment and ongoing operation of a management association to manage the General Common Areas, Recreational Areas and Recreational Facilities constructed withing the Legacy Pointe Development Recreational Area, and for the other purposes set forth in the Articles of Incorporation.

Except as otherwise provided in these By-Laws, and except as the context otherwise requires, all terms and/or words used herein which are defined in the Master Declaration of Covenants and Restrictions for Legacy Pointe Subdivision No. 1, the Homeowners' Declaration of Covenants and Restrictions for Legacy Pointe Subdivisions No. 1, No. 2, No., 3, No. 4, No. 5 and No. 6, and the Declaration of Condominium Ownership for The Legacy Pointe Condominiums No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 (hereinafter jointly called the "Declarations") have the same meaning herein as set forth therein. Where the context requires, references to "Lots," mean each and every Lot in the Legacy Pointe Development.

All present or future Owners of Residences and Lots (other than Developer, Legacy Pointe, Ltd., [except in its capacity as lessor of any unsold Condominium Unit(s) or Residential Dwellings(s), as provided in the Declarations]), or tenants or their employees, or any other person who might use the Recreational Facilities of the Legacy Pointe Development, in any manner, shall be subject to the covenants, provisions and regulations hereafter adopted. The mere acquisition or rental of any Condominium Unit, Lot or other Residence within the Legacy Pointe Development, or the mere act of occupancy of any such Condominium Unit or Residential Dwelling, will constitute acceptance and ratification of these By-Laws.

ARTICLE I. THE ASSOCIATION

1.01 Name and Nature of Association. The association shall be an Ohio corporation not for profit called The Legacy Pointe Recreational Association, Inc. (hereinafter called the "Club").

1.02 Membership. The number of members of the Club shall be four hundred and three (403) (as such number may hereafter be adjusted due to changes in the number

Condominium Units, Lots and/or other Residences developed and/or due to the sale by the Developer of any Lots), consisting of:

(a) Each of the owners of the forty six (46) Lots (as such number may be adjusted) in The Legacy Pointe Subdivision No. 1, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter called "Homeowners");

(b) Each of the owners of the twenty two (22) Lots in Legacy Pointe Subdivision No. 2 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(c) Each of the owners of the ten (10) Lots Legacy Pointe Subdivision No. 3 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(d) Each of the owners of the ten (10) Lots in Legacy Pointe Subdivision No. 4 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(e) Each of the owners of the twenty five (25) Lots in Legacy Pointe Subdivision No. 5 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(f) Each of the owners of the thirty three (33) Lots in Legacy Pointe Subdivision No. 6 , who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");

(g) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 1, (maximum of 45 units), who are Members of Legacy Pointe Condominium No. 1 Unit Owners' Association, Inc. (hereinafter called "Group A Unit Owners); and

(h) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 2, (maximum of 35 units), who are Members of The Legacy Pointe Condominiums No. 2 Unit Owners' Association, Inc. (hereinafter called "Group B Unit Owners); and

(i) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 3 (maximum of 49 units), who are Members of The Legacy Pointe Condominium No. 3 Unit Owners' Association, Inc. (hereinafter called "Group C Unit Owners); and

(j) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 4 (maximum of 42 units), who are Members of The Legacy Pointe Condominiums No. 4 Unit Owners' Association, Inc. (hereinafter called "Group D Unit Owners); and

(k) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 5 (maximum of 34 units), who are Members of The Legacy Pointe Condominiums No. 5 Unit Owners' Association, Inc. (hereinafter called "Group F Unit Owners); and

(l) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 6 (maximum of 52 units), who are Members of The Legacy Pointe Condominiums No. 6 Unit Owners' Association, Inc. (hereinafter called "Group E Unit Owners); and

(herein collectively called "owners" or "members"). Each such owner, by acquiring title to a Condominium Unit, Lot or other Residence in the Legacy Pointe Development, shall automatically become a member of the Club; and the transfer of title to such Lot, Unit or other Residence shall automatically transfer the membership in the Club to the transferee owner. The owner of each Lot within the Legacy Pointe Development shall become a Club member regardless of whether or not a residential dwelling has been constructed on such Lot. In the event a residential dwelling is constructed on more than one Lot the Owner of the residence shall pay a separate assessment for each Lot. For the purpose of this section a Residence shall include, but not be limited to, any Condominium Unit, or any single family dwelling constructed on one or more Lots, or any single family dwelling unit constructed as a individual residential dwelling within a building containing two or more individual dwelling units, or a single family dwelling constructed as a separate unit within a group of cluster homes.

In no event shall Developer be a member of the Club or be responsible for payment of Club Dues and/or Assessments unless Developer should lease or rent any unsold Condominium Unit(s) and/or Residential Dwelling(s) within The Legacy Pointe, in which event Developer shall assume Club membership with respect to each such Condominium Unit or Residential Dwelling during the period of tenancy.

In the event fewer than a total of four hundred three (403) Lots, Units and other Residences are developed within the Legacy Pointe Development, then the number of members of the Club shall be as many as the sum of the Lots, Units, and other Residences within the Legacy Pointe Development.

1.03 Voting Rights. There shall be one (1) voting member for each Lot, one (1) voting member for each Condominium Unit, and one (1) voting member for each other Residence. Such voting member may be the owner or the group composed of all the owners of a Lot, Unit or other Residence, and each owner or group of owners shall be entitled to one (1) vote. The total number of votes of all voting members shall be four hundred three (403), subject to adjustment as provided hereinabove.

ARTICLE II. BOARD OF TRUSTEES

2.01 Number and Term of Office. There shall be five (5) members of the Board of Trustees. Trustees need not be members of the Club. Each Trustee shall serve for a term of one (1) year, or until his successor is duly designated and qualified.

2.02 Voting Rights. Each Trustee shall be entitled to one (1) vote, the total of votes of all voting Trustees being five (5).

2.03 Manner of Admission.

(a) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.

(b) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.

(c) The fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.

(d) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have the right to appoint the fourth (4th) and fifth (5th) Trustees, one (1) representing the Homeowners' Association(s) and one (1) representing the Condominium Group Parcel(s) Unit Owners' Associations.

(e) After October 1, 2026, or at such earlier time as Legacy Pointe, Ltd., has waived its right to appoint three of the five Trustees in accord with the provisions of Section 13.02(b) of the Master Declaration, the Lot Owners, as a class, shall be entitled to elect two (2) Trustees of the Club, and the Owner of Units and other Residences (except for the Owners of Residences constructed on Lots), as a class, shall be entitled to elect a total of two (2) Trustees. The Trustees shall be elected and/or appointed as provided in the Club By-Laws. The fifth Trustee shall be appointed by Legacy Pointe, Ltd., its successor or assignee.

2.04 Termination of Trusteeship. The Trustees, by affirmative vote of four-fifths (4/5ths) of the voting power of the Board of Trustees, may suspend or expel a Trustee for cause after an appropriate hearing; and, by majority vote of those present at a legally constituted meeting, may terminate the trusteeship of any Trustee who becomes ineligible for membership. The successor to any such expelled Trustee shall be appointed by the entity which appointed the expelled Trustee.

2.05 Resignation. Any Trustee may resign by filing a written resignation with the Board of Trustees. The successor to any such resigning Trustee shall be appointed by the entity which appointed the resigning Trustee.

2.06 Indemnification of Board Members and Officers.

(a) The Association shall indemnify any member of the Board of Directors or office of the Association or any former Board member or office of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceedings, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or office of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or office of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or office acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or office had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

(b) The above required determination shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in

defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(c) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(d) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(e) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Associations's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association. The Association's obligation to indemnify shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

(f) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under the Article; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

ARTICLE III. POWERS OF TRUSTEES

3.01 General. The Club, through a majority of its Trustees, may take such steps or actions as are necessary to protect and preserve the Club Facilities, consisting of The Legacy Pointe Recreational Area and Recreational Facilities located thereon. In addition to the Recreational Area and the Recreational Facilities, the Club will be responsible for the maintenance and upkeep of the Island Areas, Hubs, General Common Areas and identification areas, if any. The Trustees may further adopt such uniform rules and regulations governing the use and enjoyment of the Recreational Facilities and General Common Areas, and shall have the right to levy annual Dues and special Assessments which may be necessary for maintenance, improvement or other capital expenditures or for emergency operating, maintenance and repair costs.

In addition to the Recreational Area, the Recreational Facilities and the General Common Area, the Club will be responsible for the maintenance and upkeep of all Hub and Island Area and entry way landscaping and plantings throughout the Legacy Pointe Development; and, further shall be responsible for the repair, maintenance and upkeep of the grass, trees, shrubs, other plantings, if any, pilasters, signs and structures installed or to be installed by the Developer in the Legacy Pointe Development entrances and public rights-of-way. The Club hereby assumes and agrees to be responsible for any and all duties and obligations imposed by the provisions of any agreement now or hereafter existing between the Developer and the City of Avon Lake for the installation of landscaping and other improvements and structures within the Legacy Pointe Subdivision public rights-of-way. The Trustees shall have the authority at any time or times to execute on behalf of the Club any and all formal documents of assumption thereof, thereby relieving the Developer of any further duties and obligations thereunder.

The members of the Club shall pay Dues to the Club which shall be equal to the cost of the maintenance, repair, taxes and assessments, insurance premiums and all other expenses incurred by the Club for the operation, maintenance, care and use of the Recreation Area, Recreation Facilities and General Common Areas owned by the Club and other facilities and areas to be maintained by the Club, which shall include reasonable reserves from time to time established by the Trustees for replacement and/or renovation of the Recreational Area, Recreational Facilities, General Common Areas, and other Club property and facilities, if any; and all of such Dues shall be paid by each member equally, as and when, and in the amount, determined by the Trustees.

Until January 1, 2008, or until such time as two hundred (200) Residences within the Legacy Pointe Development have been sold and transferred by Legacy Pointe, Ltd. for value in arms length transactions (whichever occurs earlier), Legacy Pointe, Ltd. agrees to be responsible for payment of the difference if any, between the actual operating expenses of the

Club and the amount of Dues contributed by Club members therefor. Thereafter, Legacy Pointe, Ltd, shall have no responsibility for such payment (or any other payment), and any such deficit shall be paid equally by every member of the Club.

In the event the Club is required to make expenditures for extraordinary repair, replacement, renovation or expansion of all or any part of the Club Facilities, then, in that event, the Board of Trustees shall have the right to levy special Assessments against all members of the Club. Assessments shall be computed by the Board of Trustees, and such Assessments shall be paid proportionately by the members of the Club, based upon the total number of Lot, Unit and other Residence owners at that time comprising membership of the Club.

3.02 Annual Assessments for Dues. The annual assessments for Dues to the Club members shall be levied by the Trustees within thirty (30) days after the date of the annual meeting, in such amount as the Trustees determine, in their discretion, to be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating and capital expenditures. At the annual meeting of the Trustees, the amount of the annual assessment for Dues to be levied may be increased or decreased by the majority vote of the voting power of the Board of Trustees. Such annual Dues shall be paid annually in advance to the Club.

3.03 Special Assessments. Special Assessments may be levied by the Trustees from time to time at a meeting of the Trustees (annual or special) by the affirmative vote of a majority of the voting power of the Board of Trustees. Special Assessments may, if so stated in the Trustees' resolution authorizing such Assessment, be payable in installments over a period of years.

3.04 Due Dates of Assessments. Defaults. The annual assessment for Dues shall be due and payable by each member annually, in advance. The due date of any special Assessment or installment thereof shall be fixed in the resolution of the Trustees authorizing such Assessment, and written notice of such special Assessment or installment thereof shall be given to the Members at least thirty (30) days in advance of the due date thereof.

If the amount of the annual Dues or a special Assessment, or installment of a special Assessment, is not paid within thirty (30) days after the due date thereof, such delinquent amount shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Club may, after such thirty (30) day period, bring an action at law against any Member who is responsible for the payment of such delinquent amount, and (additionally or alternatively) may foreclose the lien against the delinquent member's Lot, Unit or other Residence; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the Association's reasonable legal fees and the costs of the action. The Club may file in the office of the County Recorder a notice of lien to evidence any delinquent Dues, Assessment or installment, but the Club shall not be under any duty to file such notice of

lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien or other rights in and against the Lot, Unit or other Residence, or against the Owner of the Lot, Unit, or other Residence who is responsible for payment of such delinquent amount.

ARTICLE IV. MEETINGS OF TRUSTEES

4.01 Annual Meetings. The annual meeting of Trustees for the election of officers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Club or at such other place as may be designated and specified in the notice of the meeting. The first meeting of the Trustees shall be held at 8:00 p.m. on March 1, 2003, or at such other time as may be designated and specified in the notice of the meeting. Thereafter, the annual meeting of the Trustees shall be held at 8:00 p.m. on the first day of March in each succeeding year if not a legal holiday, or if a legal holiday, then on the next succeeding business day, or at such other time as may be designated and specified in the notice of the meeting.

4.02 Special Meetings. Special meetings of the Trustees may be held on any business day when called by at least two (2) Trustees. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Club by any persons entitled to call a meeting of Trustees, such officer shall forthwith cause to be given to the Trustees entitled thereto notice of a meeting to be held on a date not less than three (3) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 p.m. and shall be held at the office of the Club, or at such other place and time as shall be specified in the notice of the meeting.

4.03 Notices of Meetings. Not less than three (3) nor more that sixty (60) days before the day fixed for a meeting of the Trustees, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Club or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Trustee. If mailed, the notice shall be addressed to the Trustees at their respective addresses as they appear on the records of the Club. Notice of the time, place and purpose of any meeting of Trustees may be waived in writing, either before or after the holding of such meeting, by any Trustees, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

4.04 Quorum. Three (3) Trustees shall constitute a quorum.

4.05 Proxies. At any meeting of Trustees, a Trustee entitled to vote may vote by proxy executed in writing by the Trustee or his duly authorized attorney-in-fact or nominee. The person appointed as proxy need not be a Trustee of the Club.

4.06 Action by Trustees Without a Meeting. Any action which may be authorized or taken at a meeting of the Trustees may be taken without a meeting with the affirmative vote or approval of and writings signed by at least three (3) voting Trustees.

ARTICLE V. OFFICERS

5.01 Officers. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. The Trustees, by a majority vote, may elect or appoint such officers at the regular annual meeting of the Trustees. Any two (2) or more offices may be held by the same person, but all offices shall be held by Trustees. Each officer shall hold office until his successor has been duly elected and shall have been qualified.

5.02 Removal. Any officer elected or appointed by the Trustees may be removed by the Trustees, with or without cause, whenever in their judgment the best interests of the Club would be served thereby.

5.03 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Trustees at any time for the unexpired portion of the term.

5.04 Duties. The duties of the officers are as follows:

(a) President The President shall be the principal executive officer of the Club and shall, in general, supervise and control all of the business and affairs of the Club. He shall preside at all meetings of the Trustees. He may sign, with the Secretary or any other proper officer of the Club authorized by a majority of the Trustees, any deeds, mortgages, bonds, contracts or other instruments that a majority of the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated, either by a majority of Trustees, by these By-Laws or by statute, to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by a majority of the Trustees from time to time.

(b) Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

(c) Treasurer. If required by a majority of the Trustees, the Treasurer shall give a bond for the faithful discharge of his duties, in such sum and with such surety or sureties as a majority of the Trustees shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Club, receive and give receipts for moneys due and payable to the Club from any source whatsoever, and deposit all such moneys in the name of the Club in such banks, trust companies or other depositories as shall be selected by a majority of the Trustees; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

(d) Secretary. The Secretary shall keep the minutes of the meeting of the Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and the seal of the Corporation, if any, and see that such seal, if any, is affixed to all documents the execution of which on behalf of the Corporation is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Trustee; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

ARTICLE VI. MISCELLANEOUS

6.01 Books and Records. The Club shall keep complete and correct books and records of account, and shall also keep minutes of the proceedings of Trustees' meetings, and shall keep at the principal office of the Corporation a record giving the names and addresses of the Trustees entitled to vote. All books and records of the Club may be inspected by any Club member, his agent or attorney, for any proper purpose at any reasonable time.

6.02 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of September and end on the 31st day of August of the following calender year.

6.03 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Ohio Non-Profit Corporation Law or under the provisions of the Articles of Incorporation or By-Laws of the Club, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after holding such meeting, shall be deemed equivalent to the giving of such notice. The wavier or waivers in writing shall be filed with or entered upon the records of the meeting.

ARTICLE VII. AMENDMENTS

7.01 Amendment of By-Laws. These By-Laws may be amended, repealed or added to, or new By-Laws may be adopted, by the affirmative vote of a majority of the voting Trustees present if a quorum is present at a meeting duly called for the purpose of amending such By-Laws; provided, however, that no amendment to these By-Laws may be made without the consent of Legacy Pointe, Ltd., which would adversely affect Legacy Pointe, Ltd., its successors or assigns.

7.02 Amendment of Articles of Incorporation. The Articles of Incorporation of a Club may not be amended except by a vote of a majority of the members of the Club; and no amendment which would adversely affect Legacy Pointe, Ltd., or Legacy Pointe, Ltd.'s rights under the Articles of Incorporation may be made thereto without the prior written consent of Legacy Pointe, Ltd., its successors and assigns. No sale of all or substantially all of the assets of the Club shall be taken and had without the concurrence and assent of the members of the Club having no less than seventy-five percent (75%) voting interest in the Club; and no such sale may be made prior to October 1, 2026, without the prior written consent of Legacy Pointe, Ltd.

IN WITNESS WHEREOF, The Legacy Pointe Recreational Association, Inc. acting by and through a majority of its Trustees, has executed these Amended By-Laws, this 17th day of February, 2011.

THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

By _____
H. R. Kopf, Trustee

By _____
Brett C. Kopf, Trustee

By _____
Barry J. Edelstein, Trustee

By _____
Richard H. Mayr, Trustee

By _____
Elaine L. Tomanek, Trustee

LAWYERS TITLE CO
424 MIDDLE AVE
ELYRIA, OH 44035

Doc ID: 019676560004 Type: OFF
Kind: RESTRICTIONS
Recorded: 09/15/2016 at 09:39:03 AM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2016-0600714

TENTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Tenth Amendment") is made this 9TH day of SEPTEMBER, 2016, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464688 of Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507021 of Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on January 1, 2016, as Document Number 2016-0571657 of Lorain County Records (the "Ninth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

a. The real property located in the City of Avon Lake and described as Sublots No. 8 through 17 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

b. The real property located in the City of Avon Lake and described as Sublots No. 72 through 81 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Tenth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. Section 2.11(d) of the Declaration is hereby amended to add Sublots 8 thru 17 inclusive, of the Avon Center Estates Subdivision No. 2 and Sublots 72 thru 81 inclusive, of the Avon Center Estates Subdivision No. 2 as additional Lots upon which a pool is permitted. The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

4. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Tenth Amendment at the time and place set forth above.

KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 9th day of SEPTEMBER, 2016.

_____
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
Phone: 440-244-5214

FIDELITY NATIONAL TITLE
COMPANY, LLC
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

NO TRANSFER NECESSARY
J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR
12/21/17
DEPUTY

Doc ID: 020289050004 Type: OFF
Kind: RESTRICTIONS
Recorded: 12/21/2017 at 10:22:49 AM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2017-0655904

ELEVENTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Eleventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Eleventh Amendment") is made this 21st day of November, 2017, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

Plat Vol. 104
Pgs. 28-29

WITNESSETH:

2017-0655902

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464688 of Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507021 of Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on January 1, 2016, as Document Number 2016-0571657 of Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600714 of Lorain County Records (the "Tenth Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

> The real property located in the City of Avon Lake and described as Sublots No. 182 through 194 inclusive and Blocks W, X, Y and Z of the Legacy Pointe Subdivision No. 9 as shown by the recorded plat in Volume ____ of Plats, Pages ___ and ____ of Lorain County Records.

2. Blocks "W" and "X" are hereby designated as Condominium Group Parcels as such term is defined in the Declaration, as amended.

3. Blocks "Y" and "Z" are hereby designated as General Common Area as such term is defined in the Declaration, as amended.

4. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Eleventh Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

5. Section 2.11(d) of the Declaration is hereby amended to add Sublots No. 182 through 194 inclusive, as shown by the recorded plat in Volume ____ of Plats, Pages ____ and ____ of Lorain County Records, as additional Lots upon which a pool is permitted. The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted

pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

6. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eleventh Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 21st day of November, 2017.

JILL M WALSH - NOTARY PUBLIC
COMM EXP: AUG 24, 2021
STATE OF OHIO

_____
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200, Lorain, OH 44052
Phone: 440-244-5214

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

Doc ID: 020580980005 Type: OFF
Kind: DECLARATION
Recorded: 07/31/2018 at 11:09:30 AM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2018-0681838

TWELFTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Twelfth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Twelfth Amendment") is made this 25th day of July, 2018, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464688 of Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507021 of Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on January 1, 2016, as Document Number 2016-0571657 of Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600714 of Lorain County Records (the "Tenth Amendment"); and

WHEREAS, Developer recorded the Eleventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 21, 20176, as Document Number 2017-0655904 of Lorain County Records (the "Eleventh Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots No. 28, through 44 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   b. The real property located in the City of Avon Lake and described as Sublots No. 46 through 62 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Twelfth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The portions of Sublots Nos. 32, 33, 34 56, 57 and 58 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the

recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which any portion of the Heider Ditch Lateral No. 4, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance), are hereby designated as additional area located within and referred to as a part of the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

4. Sublots 32, 33, 34, 56, 57 and 58 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, including, but not limited to those portions of the designated sublots that are located within The Heider Ditch Lateral No. 4 and Riparian Area Premises are hereby designated as General Common Area as such term is defined within the Declaration, as amended.

5. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other real property that is located within the same watershed area as the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Heider Ditch Lateral No. 4 or the Heider Ditch Lateral No. 4 Riparian Area.

6. Section 2.11(d) of the Declaration is hereby amended to add Sublots 28 thru 31 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 35 thru 44 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 46 thru 55 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 59 thru 62 inclusive, of the Avon Center Estates Subdivision No. 2, are additional Lots upon which a pool is permitted. The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

7. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Twelfth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By:_____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 25th day of July, 2018.

JILL M WALSH - NOTARY PUBLIC
COMM EXP: AUG 24, 2021
STATE OF OHIO

Jill M. Walsh
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200, Lorain, OH 44052
Phone: 440-244-5214

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

NO TRANSFER NECESSARY
J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR
KCB 10-1-18
DEPUTY

Doc ID: 020662020005 Type: OFF
Kind: DECLARATION
Recorded: 10/01/2018 at 10:45:39 AM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2018-0689506

THIRTEENTH AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Thirteenth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Thirteenth Amendment") is made this 28th day of SEPTEMBER, 2018, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995839 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 27, 2004, as Document Number 20040036076 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213960 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 20080278266 of Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464688 of Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507021 of Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on January 1, 2016, as Document Number 2016-0571657 of Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600714 of Lorain County Records (the "Tenth Amendment"); and

WHEREAS, Developer recorded the Eleventh Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 21, 2017, as Document Number 2017-0655904 of Lorain County Records (the "Eleventh Amendment"); and

WHEREAS, Developer recorded the Twelve Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on July 31, 2018, as Document Number 2018-0681838 of Lorain County Records (the "Twelve Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the

Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Master Declaration; and

WHEREAS, Developer desires to establish certain rights, obligations and restrictions to be imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots Nos. 115, through 126 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   b. The real property located in the City of Avon Lake and described as Sublots No. 129 through 140 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Twelfth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties

and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The portion of Sublot No. 115 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which any portion of the Heider Ditch Lateral No. 4, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance), are hereby designated as additional area located within and referred to as a part of the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

4. Sublot 115 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, including, but not limited to those portions of the designated sublots that are located within The Heider Ditch Lateral No. 4 and Riparian Area Premises is hereby designated as General Common Area as such term is defined within the Declaration, as amended.

5. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other real property that is located within the same watershed area as the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Heider Ditch Lateral No. 4 or the Heider Ditch Lateral No. 4 Riparian Area.

6. Section 2.11(d) of the Declaration is hereby amended to add Sublots 116 thru 126 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 129 thru 140 inclusive, of the Avon Center Estates Subdivision No. 2, are additional Lots upon which a pool is permitted. The remaining provisions of Section 2.11(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.11(d) of the Declaration.

7. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment,

the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and Twelfth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Thirteenth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 28th day of September, 2018.

Tina Lenz
NOTARY PUBLIC
My commission expires 4/27/2023

TINA LENZ
NOTARY PUBLIC, STATE OF OHIO

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200, Lorain, OH 44052
Phone: 440-244-5214

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

VH

FIRST AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This First Amendment to the Legacy Pointe Homeowners Declaration of Restrictions, Reservations and Covenants ("First Amendment") is made this 26 day of Sept, 2002, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The three parcels of real property located in the City of Avon Lake and more fully described by the legal descriptions set forth as Exhibit A, Exhibit B and Exhibit C which are submitted herewith and incorporated herein by reference, are hereby incorporated into the Land (as that term is defined in the Declaration) which is subject to the Declaration.

2. Each of the three parcels shall be considered a Lot (as that term is defined in the Declaration). The parcel of real property described in Exhibit A shall be know as Lot No. 47 of the Legacy Pointe Development. The parcel of real property described in Exhibit B shall be know as Lot No. 48 of the Legacy Pointe Development. The parcel of real property described in Exhibit C shall be know as Lot No. 49 of the Legacy Pointe Development.

3. In all other respects not herein expressly amended, the Declaration, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this First Amendment at the time and place hereinabove set forth.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 20th day of September, 2002.

Anne M. Hatfield
NOTARY PUBLIC
6-30-04.

ANNE M. HATFIELD
Notary Public, State of Ohio
My Commission Expires 6-30-2004

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

EXHIBIT A

Legal Description of Legacy Pointe Development Sublot No. 47

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of Legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 38.92 feet on the arc of a circle deflecting to the right, whose central angle is 1 degree 00' 00", whose radius is 2230.00 feet and whose chord bears S. 84 degrees 46' 55" W., a distance of 38.92 feet to the principal place of beginning;

Thence S. 4 degrees 43' 05" E., a distance of 150.00 feet;

Thence S. 86 degrees 32' 55" W., a distance of 105.22 feet;

Thence N. 2 degrees 11' 05" W., a distance of 150.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 98.60 feet on the arc of a circle deflecting to the left, whose central angle is 2 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears N. 86 degrees 32' 55" E., a distance of 98.59 feet to the principal place of beginning, and containing 0.3500 acres (15,246 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

EXHIBIT B

Legal Description of Legacy Pointe Development Sublot No. 48

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 137.52 feet on the arc of a circle deflecting to the right, whose central angle is 3 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears S. 86 degrees 02' 55" W, a distance of 137.50 feet to the principal place of beginning;

Thence S. 2 degrees 11' 05" E., a distance of 150.00 feet;

Thence S. 89 degrees 04' 55" W., a distance of 105.22 feet;

Thence N. 0 degrees 20' 55" E, a distance of 150.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 98.60 feet on the arc of a circle deflecting to the left, whose central angle is 2 degrees 32' 00", whose radius is 2230.00 feet and whose chord bears N. 89 degrees 04' 55" E., a distance of 98.59 feet to the principal place of beginning, and containing 0.3500 acres (15,246 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

861812

EXHIBIT C

Legal Description of Legacy Pointe Development Sublot No. 49

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 20, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Legends Row, 60 feet wide, at its intersection with the centerline of Legacy Pointe Parkway, 60 feet wide;

Thence S. 5 degrees 43' 05" E., along the Southerly prolongation of the centerline of Legends Row, a distance of 30.00 feet to the Southerly curved line of Legacy Pointe Parkway;

Thence Westerly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 236.12 feet on the arc of a circle deflecting to the right, whose central angle is 6 degrees 04' 00", whose radius is 2230.00 feet and whose chord bears S. 87 degrees 18' 55" W., a distance of 236.01 feet to the principal place of beginning;

Thence S. 0 degrees 20' 55" W., a distance of 150.00 feet;

Thence N. 88 degrees 27' 55" W., a distance of 104.30 feet;

Thence N. 2 degrees 16' 55" E., a distance of 150.0 feet to the Southerly line of Legacy Pointe Parkway;

Thence S. 87 degrees 43' 05" E., along the Southerly line o of Legacy Pointe Parkway, a distance of 24.00 feet to a point of curvature;

Thence Easterly, along the Southerly curved line of Legacy Pointe Parkway, a distance of 75.25 feet on the arc of a circle deflecting to the left, whose central angle is 1 degree 56' 00", whose radius is 2230.00 feet and whose chord bears S. 88 degrees 41' 05" E., a distance of 75.24 feet to the principal place of beginning, and containing 0.3497 acres (15,232 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89 degrees 38' 47" W., and are used to denote angles only.

28 pm le

LCTE

ACCOM

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2002 OCT 15 P 3:38

RECEIVED FOR RECORD

SECOND AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Second Amendment to the Legacy Pointe Homeowners Declaration of Restrictions, Reservations and Covenants ("Second Amendment") is made this ~~28th~~ day of March, 2003, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 50 through 68, inclusive of Legacy Pointe Subdivision No. 2, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 2, as recorded with the County Recorder of Lorain County, Ohio on or about March 27, 2003, 2003, in Volume 75, Pages 62,63 and 64, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. In all other respects not herein expressly amended, the Declaration, except as amended by the First Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this First Amendment at the time and place hereinabove set forth.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 28th day of March, 2003.

Anne M. Tyler
NOTARY PUBLIC

ANNE M. TYLER
formerly known as ANNE M. HATFIELD
Notary Public State of Ohio
My Commission Expires 6-30-2004

6/30/04

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2003 MAR 31 P 12:32

RECEIVED FOR RECORD

11e:08 CC
1mle

BOX: LORAIN COUNTY TITLE CO.

THIRD AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Third Amendment to the Legacy Pointe Homeowners Declaration of Restrictions, Reservations and Covenants ("Third Amendment") is made this 8th day of April, 2004, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 69 through 78, inclusive and Blocks "H"and "I" of Legacy Pointe Subdivision No. 3, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 3, as recorded with the County Recorder of Lorain County, Ohio on or about APR 14 2004, 2004, in Volume 80, Pages 26 and 27, Lorain County

Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "H" and "I" as shown on the Plat of Legacy Pointe Subdivision No. 3, are hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

3. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment and the Second Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Third Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 8th day of April, 2004.

Anne M. Tyler
NOTARY PUBLIC

ANNE M. TYLER
formerly known as ANNE M. HATFIELD
Notary Public State of Ohio
My Commission Expires 6-30-2004

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
4/14/04 smn
DEPUTY

038849#2145 #0360716#2140

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2004 OCT 27 P 3:17

RECEIVED FOR RECORD

NO TRANSFER NECESSA
MARK R. STEWART
LORAIN COUNTY AUDITOR
10/27/04 8mn
DEPUTY

FOURTH AMENDMENT to the LEGACY POINTE HOMEOWNERS' DECLARATION of RESTRICTIONS, RESERVATIONS AND COVENANTS

This Fourth Amendment to the Legacy Pointe Homeowners Declaration of Restrictions, Reservations and Covenants ("Fourth Amendment") is made this 18th day of October, 2004, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 79 through 88, inclusive and Block "J"of Legacy Pointe Subdivision No. 4, as such

Sublots and Block are shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio on _____ ____, 2004, in Volume ____, Pages ____ and ____, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Block "J" as shown on the Plat of Legacy Pointe Subdivision No. 4, is hereby designated as a Recreation Area as such term is defined within the Declaration, as amended.

3. The 0.3489 acre parcel of real property located in the City of Avon Lake and described as Block "K"of Legacy Pointe Subdivision No. 4, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio, in Volume ____, Pages ____ and ____, Lorain County Plat Records, is hereby designated as Golf Course Property, (as defined in the Declaration), and is therefor not a part of the Land and is not subject to the Declaration.

4. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, and the Third Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fourth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
Tina Anderson 11/12/04
DEPUTY

By: _____
H.R. Kopf, President

038849

STATE OF OHIO)
) **SS**
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 18th day of October, 2004.

Kathie J. Murray
NOTARY PUBLIC

KATHIE J. MURRAY, Notary Public
State of Ohio
My Commission Expires 2/6/2007

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

*Pcat Vol 82 Pages 42, 43
036075

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2004 NOV 12 A 9:54

RECEIVED FOR RECORD

Box LCTC

40.00 ME
SC (Laura)

Doc ID: 010439600004 Type: OFF
Kind: DECLARATION
Recorded: 07/18/2007 at 02:18:10 PM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2007-0213959

FIFTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Fifth Amendment to the Legacy Pointe Homeowners Declaration of Restrictions, Reservations and Covenants ("Fifth Amendment") is made this 11 day of July, 2007, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, the Developer has not previously designated all those portions of the existing Sweetbriar Golf Course property which currently abuts the Legacy Pointe Development as Golf Course Property and, due to oversight, has not previously set forth in the prior amendments to the Declarations, a limitation on the erection of fences on those Lots, Units, Blocks and other real property which abut all of the existing and planned Golf Course Property; and

WHEREAS, the Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to clarify the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development, and to more fully designate those parcels of real property located within or adjacent to the Legacy Pointe Development which are currently, or may hereafter be used for golf course purposes.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 89 through 113, inclusive, of Legacy Pointe Subdivision No. 5, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded with the County Recorder of Lorain County, Ohio on July 11, 2007, in Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. The 24.9667 acre parcel of real property located in the City of Avon Lake and described as Block "N"of Legacy Pointe Subdivision No. 5, and the 35.0922 acre parcel of real property located in the City of Avon Lake and described as Block "O"of Legacy Pointe Subdivision No. 5, as such Blocks are shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded with the County Recorder of Lorain County, Ohio, on July 11, 2007, in Plat Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, are hereby designated as Golf Course Property, (as defined in the Section 1.12 of the Declaration), and are therefor not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

3. The parcel of real property located in the City of Avon Lake and described as Block "M"of Legacy Pointe Subdivision No. 5, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 5, as recorded in Plat Volume 92, Pages 27 through 30, inclusive, Lorain County Plat Records, is not currently being designated as Golf

Course Property, (as defined in the Section 1.12 of the Declaration), however, the Developer may hereafter use all or any portion of Block M for golf course purposes and reserves the right to hereafter designate all or any portion of Block M as Golf Course Property. In the event Block M is not used for golf course purposes, Developer reserves the right to use the property for any other purpose which developer may choose, including, but not limited to, using the property as a site for the construction of residential dwellings.

4. The 180.62 acre parcel of real property located in the City of Avon Lake and designated as Permanent Parcel No. 04-00-020-101-132 by the Lorain County Auditor and the parcel of real property located in the City of Avon Lake and designated as Block L on the Plat of Legacy Pointe Subdivision No. 4, as recorded in Plat Vol 82, Pages 42 and 43 of the Lorain County Records of Maps are hereby designated as Golf Course Property, (as defined in the Section 1.12 of the Declaration), and are therefor not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

5. The first sentence of Section 2.12 of the Declaration is hereby amended to adds Lots 47 thru 104, inclusive, as additional Lots upon which no fence or hedge of any type shall be permitted. (except to the limited extent and upon the conditions otherwise set forth in the Declaration and the Master Declaration).

6. The fourth sentence of Section 2.14(d) of the Declaration is hereby amended to add Lots 105 thru 113, inclusive, as additional Lots upon which a pool may be constructed.

7. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fifth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By:_____
H.R. Kopf, President

STATE OF OHIO)
) **SS**
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 11th day of July, 2007.

Kathleen Murray
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

BOX LCTC SARAH
ELYRIA, OH 44035

BOX: LORAIN COUNTY TITLE

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
DEPUTY

SIXTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Sixty Amendment") is made this 27th day of OCTOBER, 2008, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the

Doc ID: 015032390005 Type: OFF
Kind: DECLARATION
Recorded: 12/16/2008 at 02:48:35 PM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2008-0278267

Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, the Developer believes it is consistent with the development of the Legacy Pointe Development as a first class residential community to provide for various restrictions and limitations upon the erection of fences and the uses of those Lots and other parcels of real property which abut, or are located in the vicinity of, the Golf Course Property; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 114 through 146, inclusive, and Blocks "S" and "T" of Legacy Pointe Subdivision No. 6, as such Sublots and Blocks are shown on the Plat of Legacy Pointe Subdivision No. 6, as recorded with the County Recorder of Lorain County, Ohio on _____, 2008, in Volume ____, Pages ____ through ____, inclusive, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Blocks "S" and "T" as shown on the Plat of Legacy Pointe Subdivision No. 6, are hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

3. The first sentence of Section 2.12 of the Declaration is hereby amended to adds Lots 127 and 128 as additional Lots upon which no fence or hedge of any type shall be allowed (except as otherwise set forth in Section 2.12 of the Declaration). Therefore, the first sentence of Section 2.12 of the Declaration, as amended, now provides that no fence or hedge of any type (except as otherwise set forth in Section 2.12 of the Declaration) shall be allowed in the rear or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40, 47 thru 104, 127, 128 and within (10) feet of the southern boundary line of Lot 41.

4. The fourth sentence of Section 2.14(d) of the Declaration is hereby amended to add Lots 114 thru 126, inclusive, and Lots 129 thru 146 inclusive, as additional Lots upon which a pool may be constructed. Therefore, the forth sentence of Section 2.14(d) of the Declaration, as amended, now provides that a pool may be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, 42 thru 46, 105 thru 126, and 129 thru 146.

5. **ARTICLE I, DEFINITIONS,** of the Declaration is hereby amended by adding the following paragraph as an additional section of **ARTICLE I, DEFINITIONS:**

1.26 TRAFFIC CALMING RESTRICTOR AREA. The term "Traffic Calming Restrictor Area" shall mean the non-paved area within any publicly owned right of way and abutting Lot or Block within Legacy Pointe that is bounded on the street side by the sections of the road pavement and curbing that have been narrowed to a width of less than 27 feet and on the opposite side by the street side edge of the sidewalk that abuts, or is located in whole or in part, within the sidewalk easement areas depicted on the Plat.

1.27 DETENTION AREA. The term "Detention Area" shall mean that portion of Block T of Legacy Pointe Subdivision No. 6, that has been improved for the purpose of retaining and/or detaining storm water runoff within the Legacy Pointe Planned Unit Development, including, the detention area and ditch which runs along the eastern edge of Block T, and any area hereafter delineated as a Detention Area in any existing or future phase of the Legacy Pointe Planned Unit Development, or any portion of the Land that is now or hereafter used for the purpose of storm water retention and/or detention within the Legacy Pointe Planned Unit Development. However, the ponds, lakes, creeks, ditches and storm water detention areas located on or within the Golf Course Property are not part of the Land and therefor are not subject to the Declaration except as otherwise specifically set forth in the Declaration.

6. The title of **ARTICLE III** of the Declaration is hereby amended to be "**TREE LAWNS AND TRAFFIC CALMING RESTRICTOR AREAS.**

7. **ARTICLE III** of the Declaration is hereby amended by renaming the existing paragraph and adding additional sections of **ARTICLE III** as follows:

3.01. TREE LAWNS. The Owner of each Lot shall be responsible for all maintenance and care of the tree lawn abutting such Owner's Lot. The Association shall be responsible for all maintenance and care of the tree lawn abutting any block or other property owned by the Association. Excepting however, those portions of the tree lawns that are within Traffic Calming Restrictor Areas and are therefor required to be maintained by the Club as hereinafter set forth.

3.02. TRAFFIC CALMING RESTRICTOR AREAS. The Club shall have the primary responsibility for maintaining and caring for the landscaping, ground covers, storm water runoff filtration system, underground storm water collection system and other improvements located within Traffic Calming Restrictor Areas. The Club's right and obligation to maintain the Traffic Calming Restrictor Areas shall supersede (except as hereinafter set forth) any obligations and rights the adjoining Lot owner

would otherwise have to use and maintain the portion of the Lot's Tree Lawn that is located within or is a part of the Traffic Calming Restrictor Area and the immediately abutting landscaped areas.

3.03 USE AND PURPOSE OF TRAFFIC CALMING RESTRICTOR AREAS. The roadway, curbs, grading, landscaping, vegetation, ground covers and storm water filtration and drainage system installed in the Traffic Calming Restrictor Areas (the "Traffic Calming Restrictor Area Improvements") have been designed and installed for two primary purposes. The two primary purposes are to assist the City in its efforts to reduce the number of vehicles traveling at excessive speeds on residential streets within the City of Avon Lake and to act as a sediment control feature of the Legacy Pointe Planned Unit Development's storm water retention and drainage system. No person or entity, including, but not limited to, the Association and the Club, shall have any right to materially alter the grade, landscaping, storm water runoff filtration system, or underground storm water collection system of any Traffic Calming Restrictor Area without the prior consent of the City of Avon Lake. However, the City, at its sole discretion, may hereafter elect to modify, remove or replace all, or any portion, of the Traffic Calming Restrictor Area Improvements. In the event the City of Avon Lake hereafter elects to remove or modify the Traffic Calming Restrictor Area Improvements to the extent that the landscaping and ground cover in the affected Traffic Calming Restrictor Area becomes substantially similar to the landscaping and ground cover on the Tree Lawns abutting the majority of other Lots within Legacy Pointe Subdivison No. 6., then the Club's duty to maintain the landscaping and ground cover in the Traffic Calming Restrictor Areas shall terminate and the affected landscaping and ground cover in the Traffic Calming Restrictor Areas shall be maintained by the owners of the abutting Lot(s) as otherwise required by this Declaration and City of Avon Lake Ordinance.

8. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fifth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 27TH day of OCTOBER, 2008.

NOTARY PUBLIC

KATHIE J. MURRAY, Notary Public
State of Ohio
My Commission Expires Feb. 6, 2012

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

Doc ID: 017515370020 Type: OFF
Kind: DECLARATION
Recorded: 06/07/2013 at 01:51:27 PM
Fee Amt: $176.00 Page 1 of 20
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2013-0464689

20
$176.00
1 ME

SEVENTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Seventh Amendment") is made this 6th day of JUNE, 2013, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

    a. The real property located in the City of Avon Lake and described as Sublots No. 91 through 112 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

    b. The real property located in the City of Avon Lake and described as Sublots No. 143 through 151 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

    c. The real property located in the City of Avon Lake and described as Sublots No. 153 through 168 inclusive of the Avon Center Estates Subdivision No.

2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

d. The real property located in the City of Avon Lake that has been approved for development and use as three individual residential building lots by the Avon Lake Planning Commission, having been referred to generally as Zoning Lots "A", "B" and "C", being more fully described by the legal description for Zoning Lot A that is set forth on Exhibit A, the legal description for Zoning Lot B that is set forth on Exhibit B, and the legal description for Zoning Lot C that is set forth on Exhibit C, such lots being shown on the drawing that has been marked as Exhibit "D", said exhibits being attached hereto and incorporated herein by reference. (Hereinafter referred to as "Zoning Lots "A", "B" and "C")

e. The real property located in the City of Avon Lake that has been developed for use as the Water Quality Basin for Phase 1 of the Avon Center Estates Subdivision No 2, as shown on the drawing that has been marked as Exhibit "E", is attached hereto, and incorporated herein by reference, and being more fully described as follows:

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublots Nos. 57, 113 and 114 and all of Sublot No. 58 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows: Beginning at a 5/8" iron pin in a monument box found on the centerline of Woodstock Avenue, 60 feet wide at its intersection with the centerline of Belmont Drive, 50 feet wide;

Thence N. 00d 40' 36" E., along the centerline of Woodstock Avenue, a distance of 25.00 feet to the Northerly line of Belmont Drive;

Thence S. 89d 47' 54 E., along the Northerly line of Belmont Drive, a distance of 432.50 feet to the Southwesterly corner of said Sublot No. 113 and the principal place of beginning;

Thence N. 00d 40' 36" E., along the Westerly line of said Sublot No. 113, a distance of 145.00 feet to the Northwesterly corner thereof;

Thence S. 89d 47' 54" E., along the Northerly line of said Sublot No. 113, a distance of 40.00 feet to the Southwesterly corner of said Sublot No. 58;

Thence N. 00d 40' 36 E., along the Westerly line of said Sublot No. 58, a distance of 145.00 feet to the Northwesterly corner of said Sublot No. 58;

Thence S. 89d 47' 54" E., along the Northerly line of said Sublots Nos. 58 and 57, a distance of 69.01 feet;

Thence S. 15d 07' 52" W., a distance of 300.12 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47 54" W., along the Northerly line of Belmont Drive, a distance of 34.10 feet to the principal place of beginning, and containing 14,950 square feet of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only. (Hereinafter referred to as the "Water Quality Basin Easement Premises"); and

f. The real property located in the City of Avon Lake that consists of those portions of Sublots Nos. 57, 58, 113, 114 and 142 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which an existing creek (known as Heider Ditch Lateral No. 4) is located, including, but not limited to, the area to the top of the creek's banks, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance). The portion of Heider Ditch Lateral No. 4, located upon the above designated Sublots, and adjacent Riparian Area, hereinafter being referred to as the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

2. The Water Quality Basin Easement Premises is hereby designated as a Detention Area as such term is defined within the Declaration, as amended.

3. The Heider Ditch Lateral No. 4 and Riparian Area Premises are hereby designated as a Common Area as such term is defined within the Declaration, as amended.

4. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Water Quality Basin Easement Premises and the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other

real property that is located within the same watershed area as the Water Basin Easement Premises and the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Hieder Ditch Lateral No. 4 or the Hieder Ditch Laternal No. 4 Riparian Area.

5. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Seventh Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) the new association of which the Lot owners will be members.

6. **ARTICLE I, DEFINITIONS** of the Declaration is hereby amended by adding additional sections to **ARTICLE I, DEFINITIONS**, as follows:

1.026 IDENTIFICATION AREA. The term "Identification Area" shall mean that portion of the Lot or Lots located at the entrance into the Legacy Pointe Subdivision from Avon Belden Road, or any other public road not within the Legacy Pointe Subdivision, that is hereafter reserved for the purpose of identifying the Legacy Pointe Subdivision. Initially, the sole Identification Area will be situated on the 1005 square area located in the southwest corner of Zoning

Lot A, as depicted on the drawing that has been marked as Exhibit "F", is attached hereto and incorporated herein by reference, and as further described on Exhibit "G". As additional entrances to the Legacy Pointe Subdivision may be added, the term "Identification Area" shall also mean and include such areas within those Lots adjoining such additional entrances as the Developer may from time to time designate as being a part of the "Identification Area"; at which time or times, Developer may amend the descriptions of the "Identification Area" to reflect same.

7. The 1005 square feet area located at the southeast corner of Zoning Lot A, as depicted on the drawing that has been marked as Exhibit "F", is attached hereto and incorporated herein by reference, and as further described on Exhibit "G" is hereby designated as an Identification Area as such term is defined within the Declaration, as amended.

8. **ARTICLE II** of the Declaration is hereby amended by amending the existing restriction set forth in **ARTICLE II, SECTION 2.14** as follows:

9. Section 2.14(d) of the Declaration is hereby amended to add the following described lots and parcels, as additional Lots upon which a pool is permitted. A pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

   a. The real property located in the City of Avon Lake and described as Sublots No. 91 through 112 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   b. The real property located in the City of Avon Lake and described as Sublots No. 143 through 151 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   c. The real property located in the City of Avon Lake and described as Sublots No. 153 through 168 inclusive of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

d. Zoning Lots "A", "B" and "C".

10. **ARTICLE II** of the Declaration is hereby amended by amending the existing restriction set forth in **ARTICLE II, SECTION 2.21 SIGNS** to read as follows:

2.21 SIGNS. Except with respect to signs within a Detention Area, Recreational Area, Identification Area, or within the General and Association Common Areas, and except with respect to any signs identifying Legacy Pointe, no sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot. Notwithstanding the foregoing, Developer and any person, firm and/or corporation approved by Developer shall have the right to engage in commercial construction, marketing, leasing and sales activities, including, but not limited to, the maintenance of such signs on the Land as Developer or such approved entity may deem advisable.

11. **ARTICLE III** of the Declaration is hereby amended by adding additional sections to **ARTICLE III** as follows:

3.04. WATER QUALITY BASIN EASEMENT AREAS. The Club shall have the primary responsibility for maintaining and caring for the landscaping, ground covers, storm water retention system, and other improvements located within Water Quality Basin Easement Areas. However, in the event all or any portion of a designated Water Quality Basin Easement Area is hereafter included as an integral part of the storm water retention system in conjunction with the development or real property that is not included as a part of the Land covered by this Declaration, then the Club's shall have the right to seek and obtain reimbursement from the other users of the Water Quality Basin Easement Area for the other users' proportionate share of the costs and expenses incurred by the Club to repair and maintain the Water Quality Basin Easement Areas.

3.05 USE AND PURPOSE OF WATER QUALITY BASIN EASEMENT PREMISES. The grading, landscaping, vegetation, ground covers and storm water retention and drainage system improvements installed in the Water Quality Basin Easement Premises (the "Water Quality Basin Easement Area Improvements"), have been designed and installed primarily to act as a sediment control and storm water retention feature of the development's storm water retention and drainage system. No person or entity, including, but not limited to, the Association and the Club, shall have any right to materially alter the grade, landscaping, or storm water retention system of Water Quality Basin Easement

Area without the prior consent of the City of Avon Lake. However, the City, at its sole discretion, may hereafter elect to modify, remove or replace all, or any portion, of the Water Quality Basin Easement Area Improvements.

3.06. HEIDER DITCH LATERAL NO. 4 AND RIPARIAN AREA PREMISES. The Club shall have the primary responsibility for maintaining and caring for the creek, creek banks, grass, ground covers, storm sewers, storm water retention system components, and other improvements located within the Heider Ditch Lateral No. 4 and Riparian Area Premises. However, in the event all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises is hereafter included as an integral part of the storm water retention system in conjunction with the development or real property that is not included as a part of the Land covered by this Declaration, then the Club's shall have the right to seek and obtain reimbursement from the other users of the Heider Ditch Lateral No. 4 and Riparian Area Premises for the other users' proportionate share of the costs and expenses incurred by the Club to repair and maintain the Heider Ditch Lateral No. 4 and Riparian Area Premises.

12. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Seventh Amendment at the time and place set forth above.

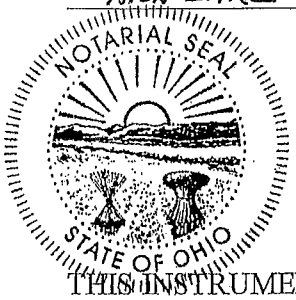
LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 6th day of June, 2013.



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

Kathie J. Murray
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011 Rev. 2/08/12
Description of Zoning Lot "A"

PARCEL 1
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, a distance of 50.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Southeasterly corner of land so conveyed to the City of Avon Lake and the principal place of beginning;

Thence N. 44d 38' 31" W., along a Northeasterly line of land so conveyed to the City of Avon Lake, a distance of 28.11 feet to a ¼" drill hole set in the concrete walk on the Easterly line of Avon Belden Road, S.R. 83;

Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 80.07 feet to the Southwesterly corner of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 151.93 feet;

Thence S. 00d 40' 36" W., a distance of 100.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 132.00 feet to the principal place of beginning, and containing 0.3443 acres (14,996 square feet) of land,

according to a survey by The Henry G. Reitz Engineering Company,. James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 30.00 feet to the Easterly line of Avon Belden Road, S.R. 83;

Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 100.00 feet to the Southwesterly corner of said Sublot No. 89 and the principal place of beginning;

Thence continuing N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, a distance of 45.00 feet to a ¼" drill hole set in the concrete walk at the Southwesterly corner of Sublot No. 88 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 88, a distance of 151.90 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence S. 00d 40' 36" W., a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 151.93 feet to the principal place of beginning, and containing 0.1569 acres (6,836 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011
Description of Zoning Lot "B"

PARCEL 1
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

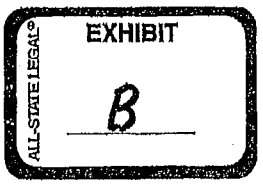
Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through a 5/8" capped (Reitz Eng) iron pin found at 50.00 feet, a distance of 182.00 feet to a 5/8" capped (Reitz Eng) iron pin set and the principal place of beginning;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 82.80 feet;

Thence S. 00d 40' 36" W., a distance of 100.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 82.80 feet to the principal place of beginning, and containing 0.1901 acres (8,280 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.



PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through a 5/8" capped (Reitz Eng) iron pin found at 50.00 feet, a distance of 182.00 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and the principal place of beginning;

Thence continuing N. 00d 40' 36" E., a distance of 45.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Southerly line of Sublot No. 88 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 88 and along the Southerly line of Sublots Nos. 85 and 84 in said Avon Center Estates Subdivision No. 2, a distance of 82.80 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence S. 00d 40' 36" W., a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 82.80 feet to the principal place of beginning, and containing 0.0855 acres (3,726 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

December 19th., 2011
Description of Zoning Lot "C"

PARCEL 1
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

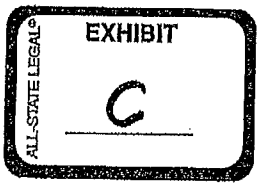
Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00 and 182.00 feet, a distance of 264.80 feet to a 5/8" capped (Reitz Eng) iron pin set and the principal place of beginning;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 89, a distance of 42.78 feet to the Westerly line of Sublot No. 90 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 90, a distance of 100.00 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 42.78 feet to the principal place of beginning, and containing 0.0982 acres (4,278 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.



PARCEL 2
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part Sublot No. 89 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00 and 182.00 feet, a distance of 264.80 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence N. 00d 40' 36" E., a distance of 100.00 feet to the Southerly line of Sublot No. 89 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records and the principal place of beginning;

Thence continuing N. 00d 40' 36" E., a distance of 45.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Southerly line of Sublot No. 84 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 84 and Sublot No. 83 in said Avon Center Estates Subdivision No. 2, a distance of 42.78 feet to the Northwesterly corner of Sublot No. 90 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 90, a distance of 45.00 feet to the Southerly line of said Sublot No. 89;

Thence N. 89d 47' 54" W., along the Southerly line of said Sublot No. 89, a distance of 42.78 feet to the principal place of beginning, and containing 0.0442 acres (1,925 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

PARCEL 3
Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being all of Sublot No. 90 in the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, and more precisely bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, passing through 5/8" capped (Reitz Eng) iron pins set at 50.00, 182.00 and 264.80 feet, a distance of 307.58 feet to the Southwesterly corner of said Sublot No. 90 and the principal place of beginning;

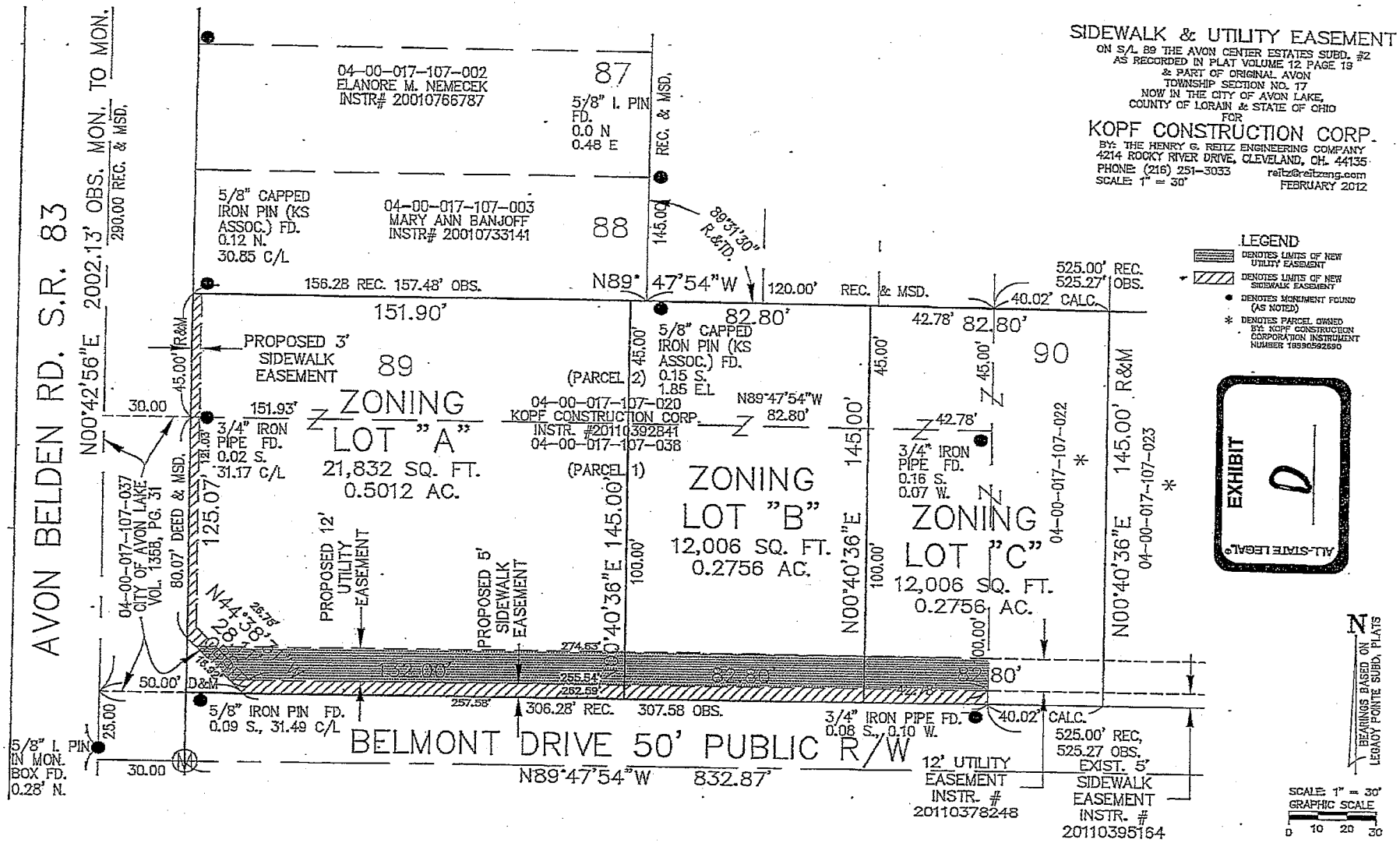
Thence N. 00d 40' 36" E., along the Westerly line of said Sublot No. 90, a distance of 145.00 feet to the Southerly line of Sublot No. 82 in said Avon Center Estates Subdivision No. 2;

Thence S. 89d 47' 54" E., along the Southerly line of said Sublot No. 82, a distance of 40.02 feet to a 5/8" capped (Reitz Eng) iron pin set at the Northwesterly corner of Sublot No. 91 in said Avon Center Estates Subdivision No. 2;

Thence S. 00d 40' 36" W., along the Westerly line of said Sublot No. 91, a distance of 145.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 40.02 feet to the principal place of beginning, and containing 0.1332 acres (5,803 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7424, dated December, 2011, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.


SIDEWALK & UTILITY EASEMENT
ON S/L 89 THE AVON CENTER ESTATES SUBD. #2
AS RECORDED IN PLAT VOLUME 12 PAGE 19
& PART OF ORIGINAL AVON
TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR
KOPF CONSTRUCTION CORP.
BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE: 1" = 30' FEBRUARY 2012
AVON BELDEN RD. S.R. 83
N00°42'56"E 2002.13' OBS. MON. TO MON.
290.00 REC. & MSD.
04-00-017-107-002
ELANORE M. NEMECEK
INSTR# 20010766787
87
5/8" I. PIN FD.
0.0 N
0.48 E
REC. & MSD.
5/8" CAPPED IRON PIN (KS ASSOC.) FD.
0.12 N.
30.85 C/L
04-00-017-107-003
MARY ANN BANJOFF
INSTR# 20010733141
88
145.00
89°51'30" R.&M.
156.28 REC. 157.48' OBS.
N89° 47'54"W
120.00' REC. & MSD.
525.00' REC.
525.27' OBS.
40.02' CALC.
151.90'
82.80'
42.78'
82.80'
PROPOSED 3' SIDEWALK EASEMENT
89
90
5/8" CAPPED IRON PIN (KS ASSOC.) FD.
0.15 S.
1.85 E.
45.00' R&M
30.00
151.93'
3/4" IRON PIPE FD.
0.02 S.
31.17 C/L
ZONING
LOT "A"
21,832 SQ. FT.
0.5012 AC.
(PARCEL 2)
04-00-017-107-020
KOPF CONSTRUCTION CORP.
INSTR. #20110392841
04-00-017-107-038
(PARCEL 1)
N89°47'54"W
82.80'
42.78'
3/4" IRON PIPE FD.
0.16 S.
0.07 W.
ZONING
LOT "B"
12,006 SQ. FT.
0.2756 AC.
ZONING
LOT "C"
12,006 SQ. FT.
0.2756 AC.
04-00-017-107-022
04-00-017-107-023
N00°40'36"E 145.00'
100.00'
125.07'
80.07' DEED & MSD.
04-00-017-107-037
CITY OF AVON LAKE
VOL. 1358, PG. 31
PROPOSED 12' UTILITY EASEMENT
PROPOSED 5' SIDEWALK EASEMENT
N44°58'28"E 28.28'
274.63'
255.54'
252.59'
257.58'
132.00'
82.80'
82.80'
50.00' D&M
306.28' REC.
307.58 OBS.
5/8" IRON PIN FD.
0.09 S., 31.49 C/L
3/4" IRON PIPE FD.
0.08 S., 0.10 W.
40.02' CALC.
525.00' REC.
525.27 OBS.
EXIST. 5' SIDEWALK EASEMENT INSTR. # 20110395164
12' UTILITY EASEMENT INSTR. # 20110378248
5/8" I. PIN IN MON. BOX FD. 0.28' N.
25.00
30.00
BELMONT DRIVE 50' PUBLIC R/W
N89°47'54"W 832.87'
LEGEND
DENOTES LIMITS OF NEW UTILITY EASEMENT
DENOTES LIMITS OF NEW SIDEWALK EASEMENT
DENOTES MONUMENT FOUND (AS NOTED)
* DENOTES PARCEL OWNED BY: KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 199906592690
EXHIBIT
ALL-STATE LEGAL
N
BEARINGS BASED ON LEGACY POINTE SUBD. PLATS
SCALE: 1" = 30'
GRAPHIC SCALE
0 10 20 30

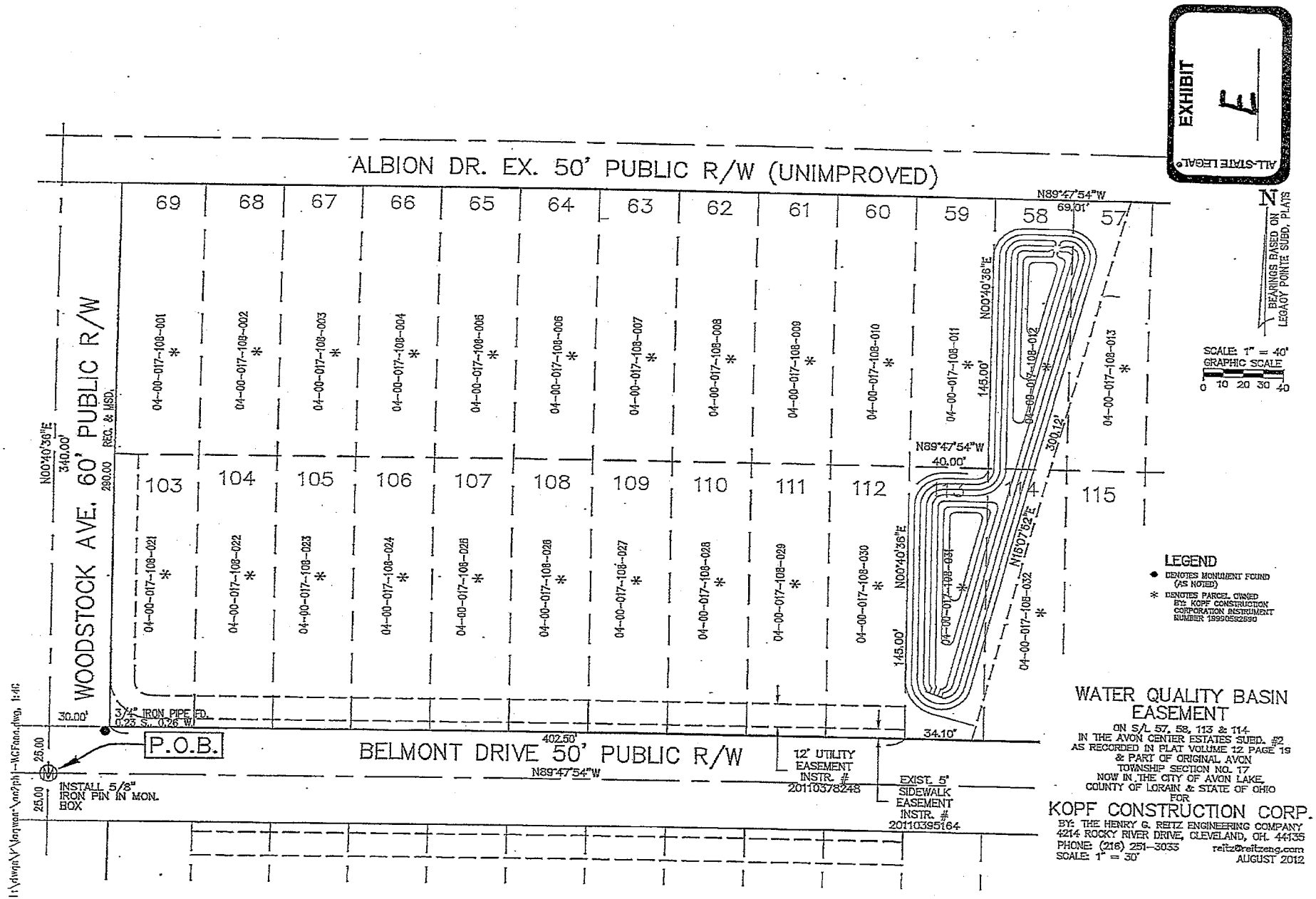


EXHIBIT E
ALL-STATE LEGAL
ALBION DR. EX. 50' PUBLIC R/W (UNIMPROVED)
WOODSTOCK AVE. 60' PUBLIC R/W
BELMONT DRIVE 50' PUBLIC R/W
69 68 67 66 65 64 63 62 61 60 59 58 57
103 104 105 106 107 108 109 110 111 112 113 114 115
N89°47'54"W 69.01'
N00°40'36"E 340.00'
REC. & MSD.
290.00
N89°47'54"W 40.00'
N00°40'36"E 300.12'
N00°40'36"E 145.00'
N16°07'52"E
N89°47'54"W 402.50'
34.10'
30.00'
25.00
25.00
3/4" IRON PIPE FD. 0.23 S., 0.26 W.
P.O.B.
INSTALL 5/8" IRON PIN IN MON. BOX
12' UTILITY EASEMENT INSTR. # 20110376248
EXIST. 5' SIDEWALK EASEMENT INSTR. # 20110395164
04-00-017-108-001
04-00-017-108-002
04-00-017-108-003
04-00-017-108-004
04-00-017-108-005
04-00-017-108-006
04-00-017-108-007
04-00-017-108-008
04-00-017-108-009
04-00-017-108-010
04-00-017-108-011
04-00-017-108-012
04-00-017-108-013
04-00-017-108-021
04-00-017-108-022
04-00-017-108-023
04-00-017-108-024
04-00-017-108-025
04-00-017-108-026
04-00-017-108-027
04-00-017-108-028
04-00-017-108-029
04-00-017-108-030
04-00-017-108-031
04-00-017-108-032
BEARINGS BASED ON LEGACY POINTE SUBD. PLATS
SCALE: 1" = 40'
GRAPHIC SCALE
0 10 20 30 40
LEGEND
DENOTES MONUMENT FOUND (AS NOTED)
DENOTES PARCEL OWNED BY: KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 199905282590
WATER QUALITY BASIN EASEMENT
ON S/L 57, 58, 113 & 114
IN THE AVON CENTER ESTATES SUBD. #2
AS RECORDED IN PLAT VOLUME 12 PAGE 19
& PART OF ORIGINAL AVON
TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR
KOPF CONSTRUCTION CORP.
BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE: 1" = 30' AUGUST 2012
I:\dwgs\Vaquar-Vaq2ph1-WCFnn.dwg, 1:40

SIGN EASEMENT

PART OF ORIGINAL AVON TOWNSHIP SECTION NO. 17
NOW IN THE CITY OF AVON LAKE,
COUNTY OF LORAIN & STATE OF OHIO
FOR

KOPF CONSTRUCTION CORP.

BY: THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
SCALE: 1" = 30' AUGUST 2012

N

BEARINGS BASED ON LEGACY POINTE SUBD. PLATS

SCALE: 1" = 30'
GRAPHIC SCALE
0 10 20 30

LEGEND

- DENOTES LIMITS OF SIGN EASEMENT
- ● DENOTES MONUMENT FOUND (AS NOTED)
- * DENOTES PARCEL OWNED BY: KOPF CONSTRUCTION CORPORATION INSTRUMENT NUMBER 19990592690

AVON BELDEN RD. S.R. 83

N00°42'56"E 2002.13' OBS. MON. TO MON.
290.00 REC. & MSD.

5/8" CAPPED IRON PIN (KS ASSOC.) FD. 0.12 N. 30.85 C/L

04-00-017-107-003
MARY ANN BANJOFF
INSTR# 20010733141

88

156.28 REC. 157.48' OBS.

EXIST. 3' SIDEWALK EASEMENT INSTR. # 20120403426

151.90' N89° 47'54"W

89

45.00' R&M

(PARCEL 2)

45.00'

30.00

151.93'

3/4" IRON PIPE FD. 0.02 S. 31.17 C/L

ZONING
LOT "A"
21,832 SQ. FT.
0.5012 AC.

04-00-017-107-020
KOPF CONSTRUCTION CORP
INSTR. #20110392841
04-00-017-107-038

(PARCEL 1)

04-00-017-107-037
CITY OF AVON LAKE
VOL. 1358, PG. 31

80.07' DEED & MSD.

125.07'

EXIST. 12' UTILITY EASEMENT INSTR. # 20120403425

EXIST. 5' SIDEWALK EASEMENT INSTR. # 20120403426

N00°40'36"E 145.00'

100.00'

N89°47'54"W 40.00'

10.07'

N00°12'06"E 30.00'

132.00'

50.00' D&M

20.27'

5/8" I. PIN IN MON. BOX FD. 0.28' N.

25.00

5/8" IRON PIN FD. 0.09 S., 31.49 C/L

306.28' REC. 307.58' OBS. TO SW CORNER 90

BELMONT DRIVE 50'

N89°47'54"W

832.87' MON. TO MON.

30.00

EXHIBIT A

ALL-STATE LEGAL®

I:\dwgs\Kloguas-\acSph1-FaseSign.dwg, 1:3C

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*
James T. Sayler, *P.E., P.S., Vice Pres.*
Linda S. Rerko, *Sec. & Treas.*

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033
FACSIMILE: 216-251-5149
EMAIL: reitz@reitzeng.com

August 13th., 2012

Description of Sign Easement

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning on the centerline of Belmont Drive, 50 feet wide, at its intersection with the centerline of Avon Belden Road, S.R. 83, at which point a 5/8" iron pin in a monument box was found 0.28 feet N. 00d 42' 56" E.;

Thence N. 00d 42' 56" E., along the centerline of Avon Belden Road, S.R. 83, passing through said 5/8" iron pin in a monument box at 0.28 feet, a distance of 25.00 feet to the Southwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1358, Page 31 of Lorain County Records of Deeds;

Thence S. 89d 47' 54" E., along the Southerly line of land so conveyed to the City of Avon Lake and along the Northerly line of Belmont Drive, a distance of 50.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Southeasterly corner of land so conveyed to the City of Avon Lake and the principal place of beginning;

Thence N. 44d 38' 31" W., along a Northeasterly line of land so conveyed to the City of Avon Lake, a distance of 28.11 feet to the Easterly line of Avon Belden Road, S.R. 83;

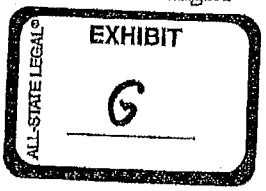
Thence N. 00d 42' 56" E., along the Easterly line of Avon Belden Road, S.R. 83, a distance of 10.07 feet;

Thence S. 89d 47' 54" E., a distance of 40.00 feet;

Thence S. 00d 12' 06" W., a distance of 30.00 feet to the Northerly line of Belmont Drive;

Thence N. 89d 47' 54" W., along the Northerly line of Belmont Drive, a distance of 20.27 feet to the principal place of beginning, and containing 0.0231 acres (1,005 square feet) of land, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the Legacy Pointe Subdivision plats and are used to denote angles only.



LAWYERS TITLE CO
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

Doc ID: 018122820004 Type: OFF
Kind: DECLARATION
Recorded: 06/04/2014 at 11:13:33 AM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2014-0507022

EIGHTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Eighth Amendment") is made this 14th day of April, 2014, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, the Developer has determined, that due to an oversight, the Third Amendment to the Legacy Pointe Homeowners' Declaration did not add Sublots No. 69 through 78, inclusive, of Legacy Pointe Subdivision No. 3, as Lots upon which a pool could be located; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots No. 147 through 163, inclusive, of the Legacy Pointe Subdivision No. 7, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 7, as recorded with the County Recorder of Lorain County, Ohio on June 4th, 2014, in Lorain County Plat Records, Volume 100, Pages 2 through 4, is hereby incorporated into

the Land (as defined in the Declaration) which is subject to the Declaration, as amended.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Eighth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. Section 2.12 of the Declaration is hereby amended and restated by deleting the first sentence of Section 2.12 of the Declaration, as previously amended, and replacing it with the following sentence. "In addition to the limitations set forth in the Master Declaration no fence or hedge of any type (except as otherwise hereinafter set forth below in this section 2.12), shall be allowed in the rear yard or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40, 47 thru 68, 79 thru 104, 127, 128, 147 thru 154, or within (10) ten feet of the southern boundary line of Lot 41 of Legacy Pointe Subdivisions Nos 1 thru 7."

4. Section 2.14(d) of the Declaration is hereby amended to add Sublots No. 69 through 78, inclusive, of the Legacy Pointe Subdivision No. 3 and Sublots No. 155 through 163, inclusive, of the Legacy Pointe Subdivision No. 7, as additional Lots upon which a pool is permitted. As a result of this amendment the forth sentence of Section 2.14(d) of the Declaration is hereby amended and restated to read as follows: "Pools may only be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, 42 thru 46, 69 thru 78, 105 thru 126, 129 thru 146, and 155 thru 163 of the Legacy Pointe Subdivisions No 1 thru 7, and sublots 91 thru 112, 143 thru 151, and 153 thru 168, of the Avon Center Estates Subdivision No. 2, and zoning lots "A", "B" and "C" as said zoning lots are more fully described in the Seventh Amendment to the Declaration." The remaining provisions of Section 2.14(d) shall

remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

5. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eighth Amendment at the time and place set forth above.

NOTARIAL SEAL STATE OF OHIO

KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 14th day of APRIL, 2014.

_____
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq., Riley, Resar & Associates, P.L.L.,
520 Broadway, Suite 200, Lorain, OH 44052, (440) 244-5214

FIDELITY NATIONAL TITLE
COMPANY, LLC
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

Doc ID: 019115670005 Type: OFF
Kind: RESTRICTIONS
Recorded: 01/07/2016 at 03:03:22 PM
Fee Amt: $60.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2016-0571658

NINTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Ninth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Ninth Amendment") is made this 25th day of NOVEMBER, 2015, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507022 of the Lorain County Records (the "Eighth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots No. 164 through 181 inclusive, of the Legacy Pointe Subdivision No. 8, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 8, as recorded with the County Recorder of Lorain County, Ohio on January 7th, 2015, in Lorain County Plat Records, Volume 101, Pages 78 through 80, is hereby incorporated into

the Land (as defined in the Declaration) which is subject to the Declaration, as amended; and

b. The real property located in the City of Avon Lake and described as Sublots No. 18 through 27 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

c. The real property located in the City of Avon Lake and described as Sublots No. 63 through 71 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Ninth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The parcel of real property located in the City of Avon Lake and described as Block "U"of Legacy Pointe Subdivision No. 7, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 7, as recorded with the County Recorder of Lorain County, Ohio, in Volume 100, Pages 2, 3 and 4, Lorain County Plat Records, and the parcel of real property located in the City of Avon Lake and described as Block "V"of Legacy Pointe Subdivision No. 8, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 8, as recorded with the County Recorder of Lorain County, Ohio, in Volume ____, Pages ___ through ___, Lorain County Plat Records, are hereby designated as Golf Course Property, (as defined in the

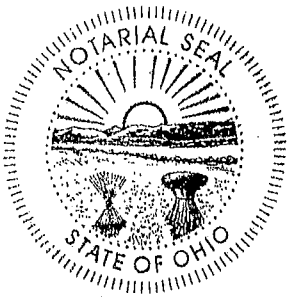
Declaration), and therefor are not a part of the Land and are not governed by the provisions of the Declaration, except as expressly and specifically provided in the Declaration, as amended.

4. Section 2.12 of the Declaration is hereby amended and restated by deleting the first sentence of Section 2.12 of the Declaration, as previously amended, and replacing it with the following sentence. "In addition to the limitations set forth in the Master Declaration no fence or hedge of any type (except as otherwise hereinafter set forth below in this section 2.12), shall be allowed in the rear yard or side yards of Lots 1 thru 16, 18, 19, 20, 32, 33, 35 thru 40, 47 thru 68, 79 thru 104, 127, 128, 147 thru 154, 164 thru 169 ,or within (10) ten feet of the southern boundary line of Lot 41, of Legacy Pointe Subdivisions Nos 1 thru 8 or in the rear yard or side yards of Lots 24 thru 27 of Avon Center Estates Subdivision No. 2."

5. Section 2.14(d) of the Declaration is hereby amended to add Sublots No. 170 through 181, inclusive, of the Legacy Pointe Subdivision No. 8 of the Legacy Pointe Subdivision No. 8, and Sublots 19 thru 23 inclusive, and Sublots 63 thru 71 inclusive, of the Avon Center Estates Subdivision No. 2 as additional Lots upon which a pool is permitted. As a result of this amendment the forth sentence of Section 2.14(d) of the Declaration is hereby amended and restated to read as follows: "Pools may only be constructed on Lots 7, 8, 9, 17, 18, 21 thru 31, 34, 35 thru 40, 42 thru 46, 69 thru 78, 105 thru 126, 129 thru 146, 155 thru 163, and 170 thru 181, of the Legacy Pointe Subdivisions No 1 thru 8, and sublots 19 thru 23, 63 thru 71, 91 thru 112, 143 thru 151, and 153 thru 168, and of the Avon Center Estates Subdivision No. 2, and zoning lots "A", "B" and "C" as said zoning lots are more fully described in the Seventh Amendment to the Declaration." The remaining provisions of Section 2.14(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

6. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eighth Amendment at the time and place set forth above.



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 25th day of NOVEMBER, 2015.

_____
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052,
Telephone: (440) 244-5214

FIDELITY NATIONAL TITLE - MEDINA
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

Doc ID: 019676550004 Type: OFF
Kind: RESTRICTIONS
Recorded: 09/15/2016 at 09:38:23 AM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2016-0600713

TENTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Tenth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Tenth Amendment") is made this 9th day of September, 2016, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507022 of the Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on January 7, 2016, as Document Number 2016-0571658 of the Lorain County Records (the "Ninth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

a. The real property located in the City of Avon Lake and described as Sublots No. 8 through 17 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

b. The real property located in the City of Avon Lake and described as Sublots No. 72 through 81 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Tenth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

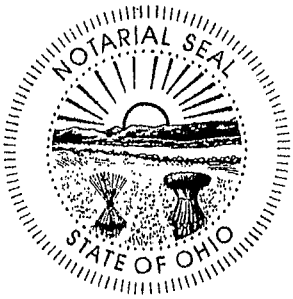
and,

b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. Section 2.14(d) of the Declaration is hereby amended to add Sublots 8 thru 17 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 72 thru 81 inclusive, of the Avon Center Estates Subdivision No. 2 as additional Lots upon which a pool is permitted. The remaining provisions of Section 2.14(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

4. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Tenth Amendment at the time and place set forth above.



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP., MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 9th day of SEPTEMBER, 2016.

_____
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052,
Telephone: (440) 244-5214

FIDELITY NATIONAL TITLE
COMPANY, LLC
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

NO TRANSFER NECESSARY
J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR
12/21/17 DC
DEPUTY

Doc ID: 020289040004 Type: OFF
Kind: RESTRICTIONS
Recorded: 12/21/2017 at 10:22:09 AM
Fee Amt: $48.00 Page 1 of 4
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2017-0655903

ELEVENTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Eleventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Eleventh Amendment") is made this 21st day of November, 2017, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

Plat vol. 104
Pg. 28-29

WITNESSETH:

2017-0655902

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507022 of the Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on January 7, 2016, as Document Number 2016-0571658 of the Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600713 of the Lorain County Records (the "Tenth Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

> The real property located in the City of Avon Lake and described as Sublots No. 182 through 194 inclusive and Blocks W, X, Y, and Z of the Legacy Pointe Subdivision No. 9 as shown by the recorded plat in Volume ____ of Plats, Pages ____ and ____ of Lorain County Records.

2. Blocks "Y" and "Z" as shown on the Plat of Legacy Pointe Subdivision No. 9, are hereby designated as a General Common Area as such term is defined within the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, as amended.

3. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Eleventh Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

4. Section 2.14(d) of the Declaration is hereby amended to add Sublots No. 182 through 194 inclusive, of the Legacy Pointe Subdivision No. 9, as shown by the recorded plat in Volume ___ of Plats, Pages ___ and ____ of Lorain County Records; as additional Lots upon which a pool is permitted. The remaining provisions of Section 2.14(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

5. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Eleventh Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 21st day of November, 2017.

JILL M WALSH NOTARY PUBLIC
MY COMM EXP: AUG 24, 2021
STATE OF OHIO

Jill M Walsh
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052,
Telephone: (440) 244-5214

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

Doc ID: 020580970005 Type: OFF
Kind: DECLARATION
Recorded: 07/31/2018 at 11:08:57 AM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2018-0681837

TWELFTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Twelfth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Twelfth Eleventh Amendment") is made this 25th day of July, 2018, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507022 of the Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on January 7, 2016, as Document Number 2016-0571658 of the Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600713 of the Lorain County Records (the "Tenth Amendment"); and

WHEREAS, Developer recorded the Eleventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 21, 2017, as Document Number 2017-0655903 of the Lorain County Records (the "Eleventh Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots No. 28, through 44 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   b. The real property located in the City of Avon Lake and described as Sublots No. 46 through 62 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Twelfth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The portions of Sublots Nos. 32, 33, 34 56, 57 and 58 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which any

portion of the Heider Ditch Lateral No. 4, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance), are hereby designated as additional area located within and referred to as a part of the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

4. Sublots 32, 33, 34, 56, 57 and 58 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, including, but not limited to those portions of the designated sublots that are located within The Heider Ditch Lateral No. 4 and Riparian Area Premises are hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

5. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other real property that is located within the same watershed area as the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Heider Ditch Lateral No. 4 or the Heider Ditch Lateral No. 4 Riparian Area.

6. Section 2.14(d) of the Declaration is hereby amended to add Sublots 28 thru 31 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 35 thru 44 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 46 thru 55 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 59 thru 62 inclusive, of the Avon Center Estates Subdivision No. 2, are additional Lots upon which a pool is permitted. The remaining provisions of Section 2.14(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

7. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Twelfth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By:_____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 25th day of July, 2018.

JILL M WALSH - NOTARY PUBLIC
COMM EXP: AUG 24, 2021
STATE OF OHIO

Jill M Walsh
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052,
Telephone: (440) 244-5214

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

NO TRANSFER NECESSARY
J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR
10-1-18
DEPUTY

Doc ID: 020662030005 Type: OFF
Kind: DECLARATION
Recorded: 10/01/2018 at 10:45:56 AM
Fee Amt: $56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2018-0689507

THIRTEENTH AMENDMENT
to the
LEGACY POINTE
HOMEOWNERS' DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Thirteenth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants ("Thirteenth Amendment") is made this 28th day of SEPTEMBER, 2018, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799006 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861812 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902303 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, Developer recorded the Third Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on April 8, 2004, as Document Number 20040995838 of the Lorain County Records (the "Third Amendment"); and

WHEREAS, Developer recorded the Fourth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on November 12, 2004, as Document Number 20040038849 of the Lorain County Records (the "Fourth Amendment"); and

WHEREAS, Developer recorded the Fifth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 18, 2007, as Document Number 20070213959 of the Lorain County Records (the "Fifth Amendment"); and

WHEREAS, Developer recorded the Sixth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 16, 2008, as Document Number 2008-0278267 of the Lorain County Records (the "Sixth Amendment"); and

WHEREAS, Developer recorded the Seventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 7, 2013, as Document Number 2013-0464689 of the Lorain County Records (the "Seventh Amendment"); and

WHEREAS, Developer recorded the Eighth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on June 4, 2014, as Document Number 2014-0507022 of the Lorain County Records (the "Eighth Amendment"); and

WHEREAS, Developer recorded the Ninth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on January 7, 2016, as Document Number 2016-0571658 of the Lorain County Records (the "Ninth Amendment"); and

WHEREAS, Developer recorded the Tenth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on September 15, 2016, as Document Number 2016-0600713 of the Lorain County Records (the "Tenth Amendment"); and

WHEREAS, Developer recorded the Eleventh Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on December 21, 2017, as Document Number 2017-0655903 of the Lorain County Records (the "Eleventh Amendment"); and

WHEREAS, Developer recorded the Twelfth Amendment to the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants on July 31, 2018, as Document Number 2018-0681837 of the Lorain County Records (the "Eleventh Amendment"); and

WHEREAS, pursuant to Article XII, Section 12.02(a) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.02(b) of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration; and

WHEREAS, Developer desires to establish the rights, obligations and restrictions imposed upon various Lots, Blocks and other real property located within the Legacy Pointe Development.

NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The following described parcels of real property are hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended:

   a. The real property located in the City of Avon Lake and described as Sublots Nos. 115, through 126 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records; and

   b. The real property located in the City of Avon Lake and described as Sublots No. 129 through 140 inclusive, of the Avon Center Estates Subdivision No. 2, as part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records.

2. Developer, without the consent or approval of the owners of all or any portion of the real property described above in Paragraph 1 of this Twelfth Amendment, hereby reserves the right to remove all or any portion of the described real property from the Land subject to the following conditions:

   a. The Developer, upon removal of the designated real property from the Land, causes the designated property to be included as a part of a residential development, which provides that the owners and residents of the residences within such development belong to an association that provides its members with access to recreational facilities consisting of a community pool, and such other improvements and amenities, if any, as the developer deems appropriate;

   and,

   b. The Developer shall have the right, without the consent or approval of the owners of the designated real property, to assign the restrictions, reservations, easements, duties and obligations of each owner (including, but not limited to the duty to pay association fees and expenses) to the new association of which the Lot owners will be members.

3. The portion of Sublot No. 115 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, upon which any portion of the Heider Ditch Lateral No. 4, and the adjacent Riparian Area (as such term is defined in Chapter 1060 of the Avon Lake Codified Ordinance), is hereby designated as additional area located within and referred to as a part of the "Heider Ditch Lateral No. 4 and Riparian Area Premises."

4. Sublot 115 of the Avon Center Estates Subdivision No. 2, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records, including, but not limited to those portions of the designated sublots that are located within The Heider Ditch Lateral No. 4 and Riparian Area Premises is hereby designated as a General Common Area as such term is defined within the Declaration, as amended.

5. Developer, for itself and its successors and assigns, expressly reserves the right to use all or any portion of the Heider Ditch Lateral No. 4 and Riparian Area Premises in conjunction with, or as a part of, the storm water management or storm water retention system of other real property that is located within the same watershed area as the Heider Ditch Lateral No. 4 and Riparian Area Premises are located, or as may hereafter be required, permitted or approved by the City of Avon Lake, or any other governmental agency that may now or hereafter have jurisdiction over the design, management or maintenance of storm water retention and drainage systems within the City of Avon Lake. The rights reserved by Developer, include, but are not limited to, removing, regrading, expanding, relocating, reconfiguring, covering, diverting or abandoning, all or any portion of the Water Quality Basin, Heider Ditch Lateral No. 4 or the Heider Ditch Lateral No. 4 Riparian Area.

6. Section 2.14(d) of the Declaration is hereby amended to add Sublots 116 thru 126 inclusive, of the Avon Center Estates Subdivision No. 2, and Sublots 129 thru 140 inclusive, of the Avon Center Estates Subdivision No. 2, are additional Lots upon which a pool is permitted. The remaining provisions of Section 2.14(d) shall remain in full force and effect and any pool permitted pursuant to this amendment shall be subject to all of the conditions, limitations and restrictions set forth in Section 2.14(d) of the Declaration.

7. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Thirteenth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

By: _____
H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 28TH day of SEPTEMBER, 2018.

_____
NOTARY PUBLIC
My commission expires 4/27/2023

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar, Esq.
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052,
Telephone: (440) 244-5214

TINA LENZ
NOTARY PUBLIC, STATE OF OHIO

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035