



Legacy Pointe

NO. 4

CONDOMINIUMS

(Revised April 15, 2005)

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



PROPERTY MANAGEMENT COMPANY

420 AVON BELDEN ROAD, SUITE 1
AVON LAKE, OHIO 44012-2206

CLEVE: (440) 871-9320
LORAIN: (440) 933-7151
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September 22, 2015

Dear Legacy Pointe Condominium No. 4 Owners':

Earlier this year, the owners at Legacy Pointe Condominium No. 4 voted to amend the Declaration and Bylaws to reflect the following:

- 1) Leasing Restriction Amendment – Was filed with the Lorain County Recorder's Office on August 21, 2015. The Amendment became binding and effective on the date it was filed.
 - a. Legacy Pointe No. 4 is an owner-occupied condominium unit community; units are not to be purchased and held for investment/leasing purposes. As such, the leasing of units at Legacy Pointe No. 4 is prohibited with few exceptions.
 - b. The occupancy of an owner's unit by the owner's spouse, grandparents, children, grandchildren, brothers, sisters, in-laws, or adopted, half, or step family members is not considered a unit rental and is permitted.
 - c. Any owner currently leasing their units. And who has registered their unit with the Association within 90 days of August 21, 2015, may continue to lease the unit until the title to the unit is transferred to a subsequent owner.
 - d. In addition, every unit owner may lease their unit when faced with a hardship for up to a maximum total of 24 consecutive months; no extensions beyond the 24 month period are permitted for any reason. The right to lease a unit for a total of 24 consecutive months began for every unit owner on August 21, 2015, the day the amendment was filed with the County Recorder's Office. Unit rentals before August 21, 2015 do not count against the 24 month cap.

Please find enclosed the set of Official Documents to include with your Legacy Pointe Condominium No. 4 documents. All future buyers must be given this updated information.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Brown".

Rhonda Brown

Property Manager

LEGACY POINTE No. 4 CONDOMINIUM ASSOCIATION



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Recorded: 08/21/2015 at 10:56:11 AM
Fee Amt: \$80.00 Page 1 of 8
Lorain County, Ohio
Judith M Nedwick County Recorder

File **2015-0556529**

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
LEGACY POINTE NO. 4 CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR LEGACY POINTE NO. 4
CONDOMINIUM RECORDED AT INSTRUMENT NO. 20050070726 OF THE
LORAIN COUNTY RECORDS ON MAY 5, 2005.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
LEGACY POINTE NO. 4 CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium (the "Declaration") was recorded at Lorain County Records, Instrument No. 20050070726, and

WHEREAS, the Legacy Pointe Condominium Association No. 4, Inc. (the "Association") is a corporation consisting of all Owners in Legacy Pointe Condominium No. 4 and as such is the representative of all Owners, and

WHEREAS, Declaration Article XX, Section 20.02 authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 83% of the Association's voting power as of July 16, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 83% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Lorain County Recorder's Office, and

WHEREAS, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium is amended by the following:

DELETE DECLARATION ARTICLE IV, SECTION 4.02(o) in its entirety. Said deletion is to taken from Page 11 of the Declaration as recorded at Lorain County Records, Instrument No. 20050070726.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.02 (o). Said new addition, to be added on Page 11 of the Declaration, as recorded at Lorain County Records, Instrument No. 20050070726, is as follows:

- (o) No Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:

- (1) This restriction does not apply to:

- (a) Units that are occupied by the spouse, parent(s), grandparent(s), child(ren), grandchild(ren), brother(s), sister(s), mother-in-law, father-in-law, brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, or adopted, half, or step family members of the Owner; or,

- (b) any Owner leasing or renting their Unit at the time of recording of this amendment with the Lorain County Recorder's Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Owner can continue to enjoy the privilege of leasing that Unit, subject to the below restrictions and requirements, until the title to said Grandfathered Unit is transferred to a subsequent Owner(s), at which time

the Unit will no longer be classified as a Grandfathered Unit.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease their Unit, provided the Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six consecutive months nor more than 24 consecutive months. The one-time hardship exception of up to 24 months may in no event be extended beyond the one 24 month period.

(3) In no event shall a Unit be rented or leased by the Owner for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(4) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner's tenant/renter until such delinquency is paid in full.

(5) Any land contract for the sale of a Unit must be recorded with the Lorain County Recorder's Office and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded is an impermissible lease.

(6) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. When an Owner leases their Unit, the Owner relinquishes all amenity privileges, but continue to be responsible for all obligations of ownership of their Unit

and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Owner must deliver a copy of any exempted lease to the Board prior to the beginning of the lease term.

(7) In accordance with Declaration Article XVIII, Section 18.03, the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant.

(8) The Board may adopt and enforce Rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 4.02(o) and in furtherance of the preservation of Legacy Pointe No. 4 as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 4.02(o).

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Units. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owner of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Legacy Pointe Condominium Association No. 4, Inc. has caused the execution of this instrument this 13th day of August, 2015.

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 4, INC.

By:

Mark Hastings
MARK HASTINGS, its President

By:

Martha Basile
MARTHA BASILE, its Secretary

STATE OF OHIO)

) SS

COUNTY OF LORAIN)

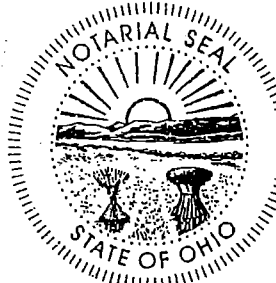
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Pointe Condominium Association No. 4, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in AVON LAKE, Ohio, this 13th day of August, 2015.

Kathie J. Murray
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Place notary stamp/seal here:



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

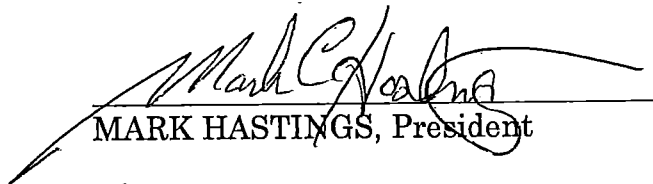
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

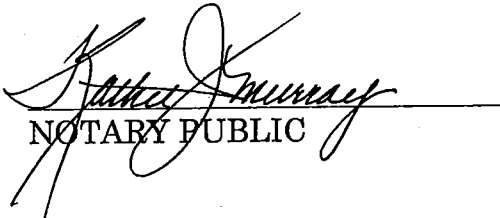
MARK HASTINGS, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Legacy Pointe Condominium Association No. 4, Inc.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.


MARK HASTINGS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MARK HASTINGS who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in AVON LAKE, Ohio, this 13th day of AUGUST, 2015.


NOTARY PUBLIC

Place notary stamp/seal here:



KATHIE J. MURRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 06, 2017
Recorded in
Lorain County

EXHIBIT B

CERTIFICATION OF SECRETARY

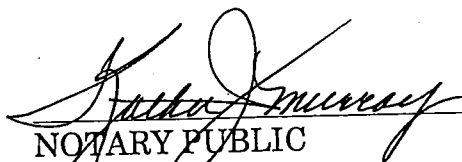
STATE OF OHIO)
COUNTY OF LORAIN) SS

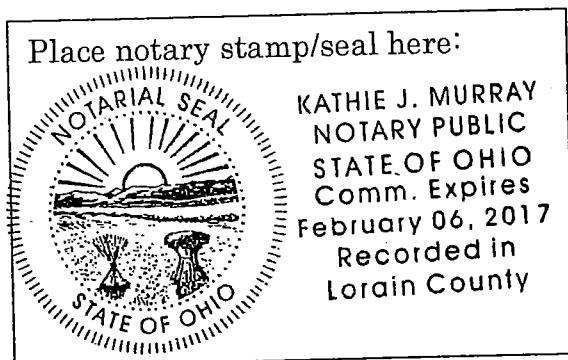
MARTHA BASILE, the duly elected and acting Secretary of the Legacy Pointe Condominium Association No. 4, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.


MARTHA BASILE, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARTHA BASILE who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in AVON LAKE, Ohio, this 13th day of August, 2015.


NOTARY PUBLIC



KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

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ju

LEGACY POINTE

Plat 70-24

2001-6-787602

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 *smn*

DEPUTY

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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").

WITNESSETH

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 comprising 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 designated 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 subplot 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 attached to a Residence. The Owner of any Lot may also plant evergreen trees (such as spruces, hemlocks, pines, firs, 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, its 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 Pointe 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 is 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, in 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 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:

LEGACY POINTE, LTD.
an Ohio Limited Liability Company

Anne M. Hatfield
Print name: Anne M. Hatfield

by: [Signature]
H. R. Kopf, Managing Member

[Signature]
Print name: RITA M. RAYMER

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 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, 2001.

Anne M. Hatfield
NOTARY PUBLIC

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

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*

W. Saylor, P.E., P.S., *Vice Pres.*

W. Saylor, P.E., P.S., *Vice Pres.*

Lincoln Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stros.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 Northwestern 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

BEING PART OF AVOID MAP, SECTION NO. 22,
CITY OF AVOID TOWN, COUNTY OF LOVELL STATE OF OREGON

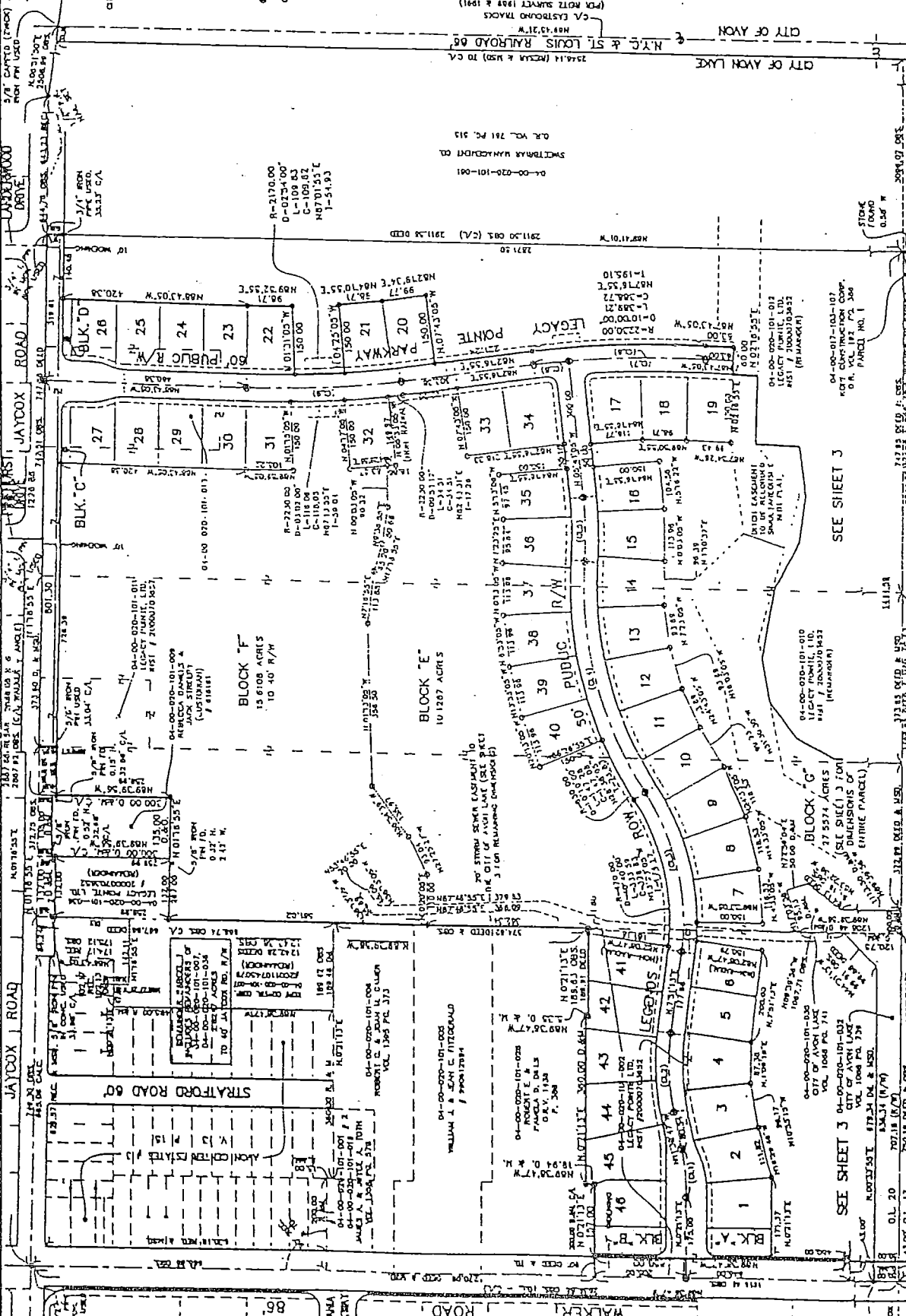
ACREAGE IN 48 LOTS	11 3543	AC
ACREAGE IN 7 BLOCKS	21 6393	AC
ACREAGE IN STRIPS	4 1800	AC
TOTAL	38 572	AC

LEGEND:

- Q DO YOU SEE A 7" CAPTION (ACITZ ONE.)
FROM THE IN MONUMENT BOX SET,
Q DO YOU SEE A 7" CAPTION (ACITZ ONE.)

NOTE

SEE SHEETS 4 & 5 FOR DIMENSIONS OF
LOTS 1 THRU 10 & BLOCKS "A" THRU "D".

[illegible]

SEE SHEET 3

04-00-070-101-032
3 SHEET 3
VOL 1068 PG. 741

LEGACY POINTE
SUBDIVISION NO. 1
PLAT

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 25-133

BOMB PART OF AVOID THE, SEE NOV MO. 22

APRANCE IN 46	1015	18,543	AC
APRANCE IN 7	BROOKS	51,819	AC
APRANCE IN 5	STREETS	8,180	AC

TOTAL		78,572	AC

LEGEND:

DO NOTIS 3/8" CAPPED (RDZ DNG.)
 FROM PM IN MOUNTAIN BOX SET.

DO NOTIS 3/8" CAPPED (RDZ DNG.)

iii

SEE SHEETS 4 & 5 FOR DIMENSIONS OF
LOTS 1 THRU 10 & BLOCKS "A" THRU "D".

35

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

LEGACY POINTE
SUBDIVISION NO. 1
PLAT

17% INCREASE REQUIRED FOR A 100% INCREASE	100%/1%
100% INCREASE IN INFLATION LEADS TO 10% INCREASE IN WAGES	100%/10%

GRAPHIC SCALE: 1" = 100'

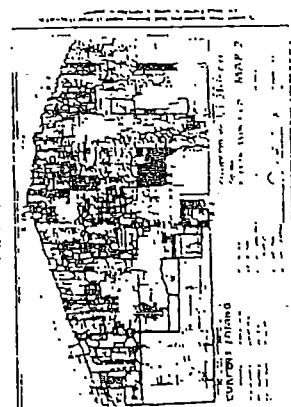
EXHIBIT "C"
TO
LEGACY POINTE DECLARATION OF RESTRICTIONS,
RESERVATIONS AND COVENANTS

Reduced sized drawing of the Preliminary Plan

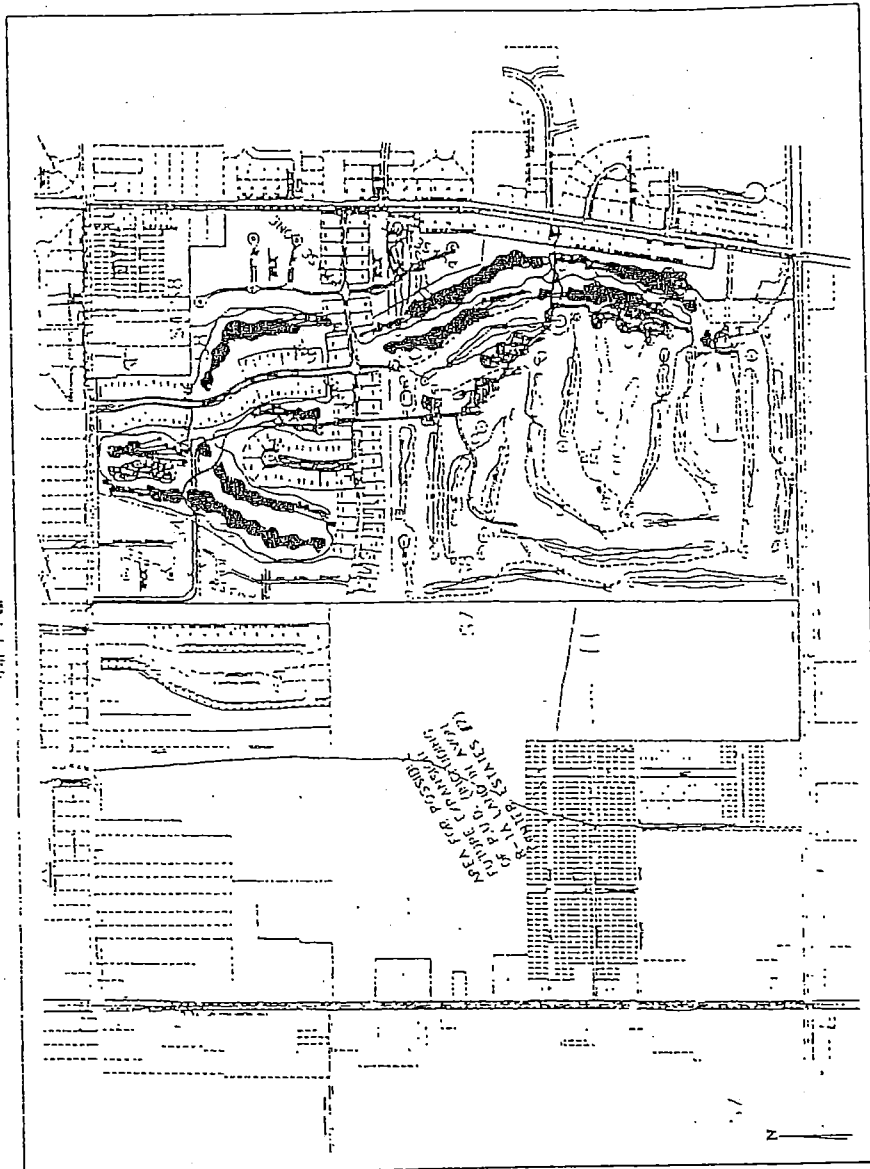
11



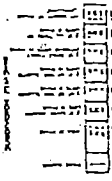
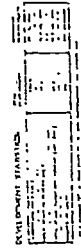
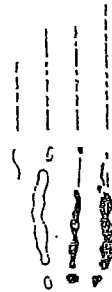
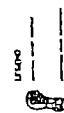
COMMUNITY LOCATION MAP



UNIVERSITY OF MICHIGAN



APR 25 1964
U.S. DEPT. OF AGRICULTURE
WASHINGTON, D.C.

[illegible]

Letter of 30 July 1964
 attached is report
 of A. B.
 Los Angeles Herald Examiner 21 Jan 1965
 attached

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

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

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

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

RIGHT OF ENTRY, EASEMENT AND INDEMNITY AGREEMENT

RE: Legacy Pointe Subdivision, 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 Property, 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-grading 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:

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

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

By: [Signature]
H.R. Kopf, President

[Signature]
BARBARA J. EDELSTEIN
(Print Name of Witness Below Line)

SWEETBRIAR MANAGEMENT CO.

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

By: Joanne M. Kopf
Joanne M. Kopf, President

[Signature]
BARBARA J. EDELSTEIN
(Print Name of Witness Below Line)

CITY OF AVON LAKE, OHIO

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

By: [Signature]
Robert J. Berner, Mayor

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

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.

G. R. Smith
Notary Public

FAKRRVKOPFLegacy Pointe\Legacy Pointe, Revised Heider Ditch Easement, August 21, 2001.wpd

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

Right of Entry, Easement and Indemnity Agreement
August 29, 2001

Page 8

Legacy Pointe P.U.D.

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

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

Ed E. Woike, P.S., *President*

W. Saylor, P.E., P.S., *Vice Pres.*

T. Saylor, P.E., P.S., *Vice Pres.*

Anda 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. 89degrees 38' 47" W. and used to denote bearings only.

EXHIBIT "D"

Drawing of the 0.8187 Acre, Golf Course Easement Premises

EXHIBIT "D-1"

Legal Description of the 0.82 Acre. Golf Course Easement Premises

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 Northwestern 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 Northwestern 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 Northwestern 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 Northwestern 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 Northwestern 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 Northwestern 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.

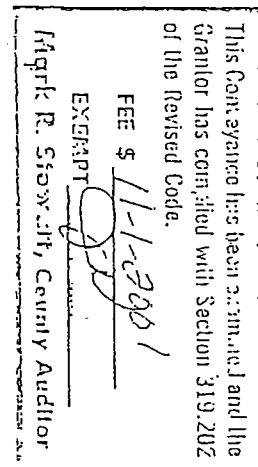
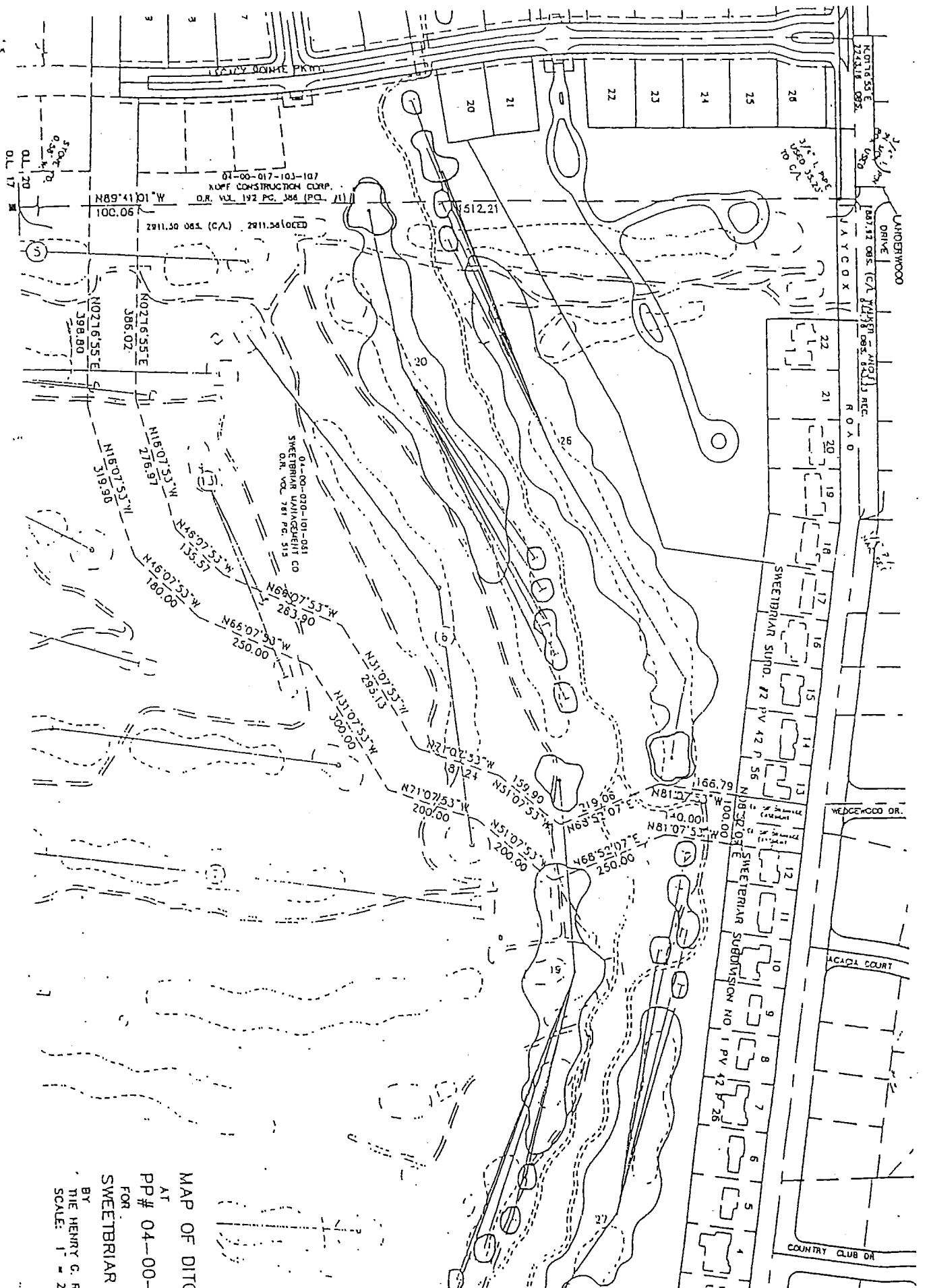


EXHIBIT "F"

Map of Ditch Easement within the Sweetbriar Golf Course Property

Reduced sized drawing



N
GRAPHIC
0 100

MAP OF DITCH EASEMENT
AT
PP# 04-00-020-101-0
FOR
SWEETBRIAR MANAGEMENT
BY
THE HENRY G. REITZ ENGINEERING
SCALE: 1" = 200'
AUG.

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 1/2" 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.

I, (SSI, MARY ANN JAMISON, COUNTY RECORDER OF LORAIN, OHIO IN WHOSE
CUSTODY THE RECORDS OF SAID COUNTY ARE KEPT, SO HEREBY CERTIFY
THAT A TRUE AND CORRECT COPY OF INSTRUMENT NUMBER: 20010787003

COUNTY of Lorain
WHEREOF I HAVE HEREINTO TO SUBSCRIBE MY NAME AND AFFIXED MY OFFICIAL SEAL
THIS 1st DAY OF November 2001

MARY ANN JAMISON LORAIN COUNTY RECORDER
BY DEPUTY RECORDER

Jane L. Y. Mace

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2001 NOV -1 P 3:00

RECEIVED FOR RECORD

BOX: LORAIN COUNTY TITLE

142350W

**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:

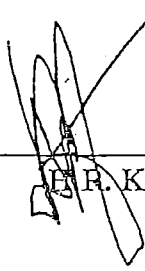
1. The three parcels of real property located in the City of Avon Lake and more fully described by the legal descriptions set forth as Exhibit A, Exhibit B and Exhibit C which are submitted herewith and incorporated herein by reference, are hereby incorporated into the Land (as that term is defined in 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.

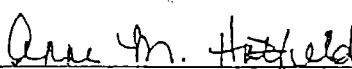
By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

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.


NOTARY PUBLIC

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

6-30-04.

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 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. Saylor, 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

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1" pin
28' 4" LCTC
J. 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 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 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: [Signature]
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

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

6/30/04

1/10^{cc} 5/17/E

2003 MAR 31 P 12:33

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BOX: LORAIN COUNTY TITLE CG

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 "T" 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 April 1, 2004, in Volume 90, Pages 26 and 27, Lorain County Plat

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.

By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER

4/14/04 kmn

✓cm

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.

Platrol. 82
pgs. 42, 43
036075

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
10/27/04 smn
DEPUTY

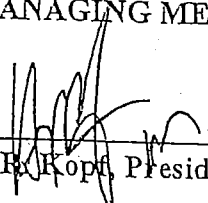
NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

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

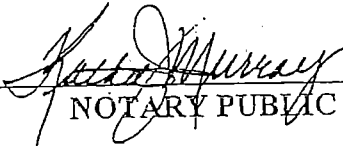
By: 
H.R. Kopf, President

036075

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.


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

4/4/00

2mle

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2004 OCT 27 P 3:17

RECEIVED FOR RECORD

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
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Brett C. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
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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.

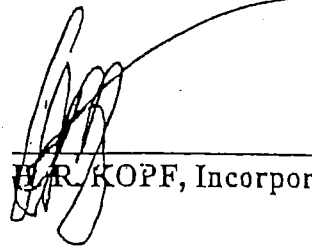
- B. The Corporation shall, in the case of any person who is or was an officer or Trustee, and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the 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.



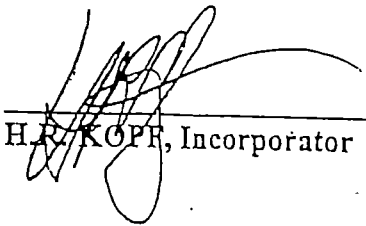
H. R. KOPF, Incorporator

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

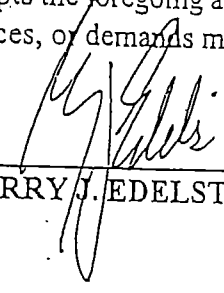


H.R. KOPF, Incorporator

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