



Legacy Pointe

DISCLOSURE STATEMENT
FOR
LEGACY POINTE
NO. 5 CONDOMINIUM



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Provided Pursuant to § 5311.26(J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments.

The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void Contract.

In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by Declarant), the contract shall be voidable by the purchaser until the later of fifteen days after the contract is entered into for sale of the condominium ownership interest or fifteen days after the purchaser executes a document evidencing receipt of the information required by section 5311.26 of the Revised Code, except that in no case is the contract or agreement voidable after the title to the condominium ownership interest is conveyed to the purchaser.

Upon the exercise of the right to void the contract or agreement, the developer or an agent shall

refund fully and promptly to the purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the purchaser or for which the purchaser is liable in connection with the void sale.

3. Condition for the Return of Deposits.

A purchaser who wishes to void his purchase contract because of a violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code and obtain return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Additional Rights of Purchasers under 5311.27.

Any developer or agent who sells a condominium ownership interest in violation of section 5311.25 or 5311.26 of the Revised Code shall be liable to the purchaser in an amount equal to the difference between the amount paid for the interest and the least of the following amounts:

(a) The fair market value of the interest as of the time the suit is brought;

(b) The price at which the interest is disposed of in a bona fide market transaction before suit is brought;

(c) The price at which the unit is disposed of in a bona fide market transaction after suit is brought but before judgment is entered.

In no case shall the amount recoverable under this section be less than five hundred dollars for each violation against each purchaser bringing an action under this section, together with court costs and reasonable attorney's fees.

If the purchaser complaining of the violation of section 5311.25 or 5311.26 of the Revised Code brings or maintains an action that the purchaser knows to be groundless or in bad faith and if the developer or agent prevails, the court shall award reasonable attorney's fees to the developer or agent.

Subsection 5311.27(C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers of prospective purchasers of units in the condominium.

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LEGACY POINTE NO. 5 CONDOMINIUM

DISCLOSURE STATEMENT

We are pleased to provide you, a prospective Purchaser of a condominium unit ("Unit") in Legacy Pointe No. 5 Condominium, the information contained in this Disclosure Statement which is required to be furnished to you under Ohio Revised Code 5311.26. The lettered Articles correspond to the lettered paragraphs of the Code Section. The Exhibits attached to this Disclosure Statement are a substantial part of it and should be read along with the following text. Any inconsistency between the general summary contained in this Disclosure Statement and the terms and provisions set forth in the Exhibits and the referenced documents shall be resolved in favor of that specific Exhibit or referenced document, since the Disclosure Statement is only a general summary.

A. IDENTIFICATION

1. Name and address of the condominium development:

Legacy Pointe No. 5 Condominium
Breakers Boulevard off of English Turn
(located on the south side of Walker Road and west of Jaycox Road)
Avon Lake, Ohio 44012

2. Name, address and telephone number of the developer (herein called "Developer"):

Legacy Pointe, Ltd.
420 Avon Belden Road
Avon Lake, Ohio 44012
(440) 933-6908

The Units are being offered for sale by the Developer.

3. Name, address and telephone number of the Condominium Property Manager of the condominium development:

VIP Property Management Co.
420 Avon Belden Road
Avon Lake, Ohio 44012
(440) 933-7151

VIP Property Management Co. is a company owned and controlled, either directly or indirectly, by the Developer.

The term "Condominium Development" or "Condominium Property" shall mean the real property identified above which is from time to time subject to the Declaration of Condominium

Ownership for Legacy Pointe No. 5 Condominium (the "Condominium Declaration") and the Master Declaration of Restrictions, Reservations and Covenants for Legacy Pointe (the "Master Declaration"), which have been recorded with the Lorain County Recorder.

B. GENERAL NARRATIVE DESCRIPTION OF THE CONDOMINIUM DEVELOPMENT

The Condominium Development is a part of an overall residential community known as the Legacy Pointe ("Legacy Pointe"), which is being developed by the Developer and is more fully described in **Exhibit "1"** of this Disclosure Statement. **Exhibit "2"** shows the general location of the Condominium Property within Legacy Pointe and also delineates the anticipated various stages of development of Legacy Pointe.

It is presently anticipated that the first five phases of Legacy Pointe, when fully developed, will be comprised of approximately one hundred and thirty-seven (137) acres of improved and unimproved land. The Developer expects that there will be one hundred and thirteen (113) single-family residential building lots within the first five phases of Legacy Pointe. In addition to the single family residential lots, the Developer also contemplates the construction of two hundred and fifty-seven (257) private condominium units (comprising of cluster and attached units) in the first five phases of Legacy Pointe located in six (6) condominium developments. The Developer intends to develop and plat the subdivision in phases, and to record a declaration upon each phase of lots and condominiums at the time each such phase is developed.

The Condominium Development is an expandable condominium which means the Developer has reserved the right to expand the Condominium Development by adding additional property. This Development is located off of English Turn which is situated west of Jaycox Road on the south side of Walker Road. The Developer will begin the Condominium Development with four (4) Units and real estate which consists of approximately 3.4832 acres of land and which real estate is more fully described in attached **Exhibit "3"**. It is anticipated that when construction of the Condominium Development is completed, the Condominium Development could consist of Thirty-four (34) one and two story detached single family units situated on 11.8088 acres of real estate. The legal description of the additional property which may be added in whole or in part and in phases to the Condominium Development is described in attached **Exhibit "4"**. Each Unit has an attached two or three car garage. The types of Units being offered for sale are listed in **Exhibit "5"** attached hereto entitled "Types of Units."

When the Condominium Development is totally completed as planned, there could be a maximum total of thirty-four (34) Units in the expanded Condominium Development. Nothing herein contained shall bind the Developer to expand the Condominium Development in any way and the Developer reserves the right to build either, none of, or a part of, or all these additional Units in one or more phases. Furthermore, at the discretion of the Developer other types of single-family residences may be constructed on the additional property.

The Condominium Declaration provides that the Condominium Development and Legacy Pointe Condominium Association No. 5, Inc. "Association", as such term is defined in Article H,

Part 1) may be merged and combined with other condominium properties and associations adjacent to or in the vicinity of the Condominium Development.

Purchaser of Units are being offered fee simple interests (subject to the Condominium Declaration, the Master Declaration and the documents and the matters of title shown in attached **Exhibit "6"**) in the individual Units which includes the Unit's undivided interest in the Condominium Common Elements. The term "Condominium Common Elements" means all parts of the Condominium Property except the Units. The percentage of interest of each Unit owner in the Condominium Common Elements is based upon a par value of One for each Unit divided by the number of Units in the Condominium Development. A copy of a sample deed is attached hereto as **Exhibit "7"**, entitled "Limited Warranty Deed Sample."

C. GENERAL DISCLOSURE OF STATUS OF:

1. Zoning. The Condominium Property is a part of a Planned Unit Development situated in an R-1 Residence District as described in Chapters 1240 and 1252 of the Avon Lake Planning and Zoning Code.

2. Site Plan and Other Approvals. The Developer has obtained all of the necessary approvals from any and all governmental bodies for the construction of the Condominium Development.

3. Compliance or Notice of Failure to Comply. The Developer has not received notice of violation of any Federal, State or Local statutes, ordinances or regulations and to the best of its knowledge it is in compliance with any and all requirements of such governmental authorities.

4. Recreation Areas and Facilities. The Developer has created a recreational area and installed recreational facilities in Legacy Pointe. Such area and facilities will eventually be owned and operated by the Legacy Pointe Recreational Association, Inc., an Ohio non-profit corporation (the "Club"). Each Unit owner will automatically become a member of the Club, with the right to use such area and facilities and with an obligation to pay assessments to the Club. For further information on the recreational area and facilities see H.5. below.

5. Construction of Units. Construction of Units will commence as Units are sold to purchasers and the Units shall be ready for occupancy approximately four to six months thereafter. Summary drawings of the Condominium Development, of the Units and of the floor plans for Units are shown on attached **Exhibit "8"** and a complete listing of the Units at any given time comprising the Condominium Development is set forth in the Condominium Declaration and Amendments thereto. The plans and specifications for the construction of the Condominium Development and the Units are on file at the office of the Developer and may be examined and reviewed by any prospective Purchaser prior to entering into a purchase agreement for the purchase of a Unit.

6. Master Declaration of Restrictions, Reservations and Covenants for Legacy Pointe Development. The Master Declaration applies to the entire Legacy Pointe Development, including

Legacy Pointe No. 5 Condominium. Included herewith as Exhibit 16 is a copy of the Master Declaration. Each Unit is subject to and each Unit owner must comply with the terms of both the Master Declaration and the Condominium Declaration.

D. FINANCING

No conventional financing is offered directly by the Developer at this time. It is recommended that parties interested in or having signed a purchase agreement with respect to a Unit contact a lending institution and make application for financing. The minimum down payment required of a purchaser, the annual interest and the terms of any mortgage loan will depend upon the creditworthiness of the applicant, the economic policies of the lender, and prevailing economic conditions in the community.

E. DESCRIPTION OF WARRANTIES

The Developer is furnishing a two year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property or the Additional Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material and workmanship.

The two year warranty shall commence (i) as to the Condominium Property submitted by this Condominium Declaration, on the date that the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Property to a purchaser in good faith for value, and (ii) as to the Additional Condominium Property, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Additional Condominium Property to a purchaser of a Unit in good faith for value. The one-year warranty for each Unit shall commence on the date the deed or other evidence of ownership is filed for record following the Developer's sale and conveyance of the Condominium Ownership Interest in the Unit to a purchaser of good faith for value.

The valid assignment by the Developer of the express and implied warranty of the manufacturer satisfies the Developer's obligation with respect to ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Developer. The Developer's warranty is limited to the installation of the appliances.

F. PROJECTION OF ANNUAL EXPENDITURES

The attached Exhibit "9" entitled "Budget Projection" is the Developer's projection of annual expenditures necessary to operate and maintain the Condominium Common Elements and

the Developer's assumptions and bases for making the projection and a complete statement of estimated monthly costs per Unit for two (2) years including:

- (1) The formula for determining the share of common expenses for each Unit contained in the Condominium Development;
- (2) The amount of taxes and insurance and a description of the basis or formula used in arriving at these amounts;
- (3) The dollar amount of operating and maintenance expenses;
- (4) The monthly cost of utilities; and
- (5) Any other costs, fees, and assessments reasonably ascertainable by the Developer.

All of these projections, however, are only estimates and actual costs may vary.

G. NOT APPLICABLE - RELATES TO CONVERSION CONDOMINIUM DEVELOPMENTS

H. MANAGEMENT OF THE CONDOMINIUM DEVELOPMENT

1. Formation of a Unit Owners' Association. Legacy Pointe Condominium Association No. 5, Inc. (hereinafter referred to as the "Association") shall manage the Condominium Development with the right, however, to delegate its authority. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest. Until the Association is established, the Developer shall act in all instances where action of the Association or its officers is authorized or required by law or the Condominium Declaration.

2. Voting Rights. Each purchaser, upon acquisition of a Condominium Ownership Interest, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his condominium ownership interest, at which time the new owner of such condominium ownership interest shall automatically become a member of the Association. There shall be one vote for each Unit whether individually or jointly owned (there shall be no split votes). The first meeting of the Association shall be held not later than sixty days after the time 25% of the undivided interest in the Condominium Common Elements are sold and conveyed to purchasers. At that time the Unit owners, other than the Developer, shall elect not less than 33 1/3% of the Board of Directors. Within sixty days after 75% of the undivided interest in the Condominium Common Elements are sold and conveyed, the Unit owners shall elect 100% of the members of the Board of Directors. In computing percentages of interest for purposes of this paragraph, the percentage of interest in Condominium Common Elements shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created as stated in the Condominium Declaration (thirty-four [34] Units). The Developer shall have the power to appoint and remove members of the Board of Directors until Five (5) years from the date the Association is established or sixty (60) days after 75% of the undivided interest in Condominium Common Elements are sold and conveyed, whichever occurs earlier.

3. Contractual Rights and Responsibilities of the Association.

(a) Management. The Association shall manage the Condominium Development with the right, however, to delegate its authority as herein provided.

(b) Condominium Common Elements. It is the responsibility of the Association to maintain and keep the Condominium Common Elements of the Condominium Development (except for those specified Limited Common Elements required in the Condominium Declaration to be maintained by the Unit owner) in a state of good working order, condition and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Condominium Common Elements.

(c) General Duties. The Association is required to do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required of it under the Condominium Declaration and Chapter 5311 of the Ohio Revised Code.

(d) Delegation of Authority. The Developer, prior to formation of the Association, and the Association thereafter, may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (hereinafter referred to as "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a common expense. Upon the expiration of such management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that neither the Association nor the Unit Owners shall be subject to either of the following: a) for more than ninety days subsequent to the date that the Unit Owners, other than the Developer, assume control of the Association, any management contract executed prior to that assumption of control; b) for more than one year subsequent to an assumption of control, any other contract executed prior to that assumption of control, except for contracts for necessary utility services. The Managing Agent, whether selected by the Developer or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with the Developer or with a partner, agent, contractor or employee of Developer without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

4. Binding Legal Documents - Alterations. The Condominium Documents establishing Legacy Pointe No. 5 Condominium include the Condominium Declaration attached hereto as **Exhibit "10"** and all of the Exhibits referred to therein including, specifically, the Drawings which are not a part of this Disclosure Statement. In addition the Condominium Documents include the Articles of Incorporation attached hereto as **Exhibit "11"**, and By-Laws of the Unit Owners' Association attached hereto as **Exhibit "12"** and the management contract referred to herein. Each prospective purchaser should understand that the Condominium Documents are binding legal documents some of which cannot be amended without the consent of the purchaser and the Developer. Certain Amendments may be made as follows:

(a) Amendment of Condominium Declaration of By-Laws. Except as otherwise provided, the Condominium Declaration and By-Laws can be amended only upon the approval of those owners of Units entitled to exercise not less than 75% of the voting power of the Association. The Condominium Declaration, may be amended by a vote of the Unit Owners exercising not less than ninety per cent of the voting power of the Association, to provide that, regardless of undivided interests, the following common expenses shall be computed on an equal per unit basis: expenses that arise out of the administration, operation, maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, landscaping, and grounds care, and legal, accounting, and management expenses. Provided, however, no amendments can be made to the percentages of interest in the Condominium Common Elements of each Unit except as provided in Paragraph (b) below.

(b) Rights Reserved by the Developer. The Developer has the right, exercisable in its sole discretion at any time during the seven (7) year period following the date the Condominium Declaration is filed for record, to amend, from time to time, the Condominium Declaration, the By-Laws and/or the Drawings in such respects as the Developer may consider necessary, convenient or appropriate, for the purpose of: complying with any governmental regulations; curing any scrivener's error, any ambiguity, inconsistency or formal defect or omission in the Condominium Declaration, By-Laws and/or Drawings; and/or effecting any other change(s) not adverse to the owners of the Units in the Condominium Development or to the holders of mortgages encumbering such Units. Each owner of a Unit in the Condominium Development, by accepting a deed conveying title to his Unit and each mortgagee, by accepting a mortgage encumbering any of said Units, automatically thereby consents and approves of the right of the Developer to effect said amendment, and all owners of Units in the Condominium Development and their respective mortgagees are required to perform such actions and promptly to execute and deliver to the Developer, from time to time, as the Developer shall request, all instruments as the Developer shall consider necessary, convenient or appropriate to effectuate said amendment. In addition, each owner of a Unit in the Condominium Development, by acceptance of a deed in respect of his Unit, and each mortgagee, by accepting a mortgage encumbering any of said Units, automatically and irrevocably is required to appoint the Developer as the proxy of said owner and mortgagee, coupled with an interest, to act and vote for and on behalf of each owner of such Unit and each such mortgagee in such manner as shall enable the Developer to effectuate said amendment, and to that end each owner of any of said Units and each such mortgagee has authorized, directed, and empowered the Developer, as the holder of such proxy, to execute, and to have witnessed, acknowledged and recorded, for and in the name of each of such Owner of a Unit and each such mortgagee, such amendment(s) of the Condominium Declaration, By-Laws and/or Drawings, together with such consent(s) thereto as the Developer shall consider necessary, convenient or appropriate to effect said amendment. After said seven (7) year period the Board of Directors shall have the right to amend the Condominium Declaration, By-Laws and/or Drawings in accordance with the Ohio Revised Code.

The Developer also reserves the right to amend the Condominium Declaration and By-Laws to expand the Condominium Development to include any, some or all of any additional condominium units by complying with the provisions of Chapter 5311 of the Ohio Revised Code.

5. Management of Certain Areas of Legacy Pointe Development. The Developer has established the Legacy Pointe Recreational Association, Inc., an Ohio non-profit corporation (the "Club"), to provide an entity responsible for the operation and administration of certain areas of the development, including, but not limited to, the detention areas, storm water detention facilities, recreational area, recreational facilities, and general common areas (as such terms are defined in the Master Declaration and the Condominium Declaration) in Legacy Pointe. The members of the Club shall constitute all the record owners of Lots, Residences, and Units within Legacy Pointe Development. Included herewith as Exhibits 17 and 18 are the Articles of Incorporation of Legacy Pointe Recreational Association, Inc., and its By-Laws.

Initially the Developer will control the Club and will have the right to designate all of the members of the Club's Board of Trustees and officers, until the first election or appointment as provided in the Club's By-Laws. The Developer retains certain rights with regard to Legacy Pointe and its operation, as provided in the Master Declaration, during the period commencing on the effective date of the Master Declaration (December 20, 2001) and ending on the earlier of: (a) October 1, 2026, or (b) one (1) year after the date that construction of all lots and Units within Legacy Pointe have been completed, including lots and Units on additional real estate which Developer may, from time to time, elect to add to Legacy Pointe, as provided in the Master Declaration (the "Control Period"). Until (i) the end of the Control Period or (ii) such earlier date, at the election of the Developer, the Developer will have the right to control the Club by designating its Trustees and officers.

The Club will be responsible for administering and enforcing the terms and conditions of the Master Declaration which govern property or facilities under the ownership or control of the Club pursuant to the provisions of the Master Declaration. This means, among other things, that the Club will be responsible for administering, operating and maintaining all so called detention areas, recreational areas, recreational facilities, general common areas, hubs (except those located within the Condominium Property), island areas, and entry ways of the development.

The purchaser of each Lot in Legacy Pointe shall, at the time of such purchase, be required to deposit with the Club the sum of \$250.00.

Each owner of a Lot, Residence, or Unit in Legacy Pointe Development, other than the Developer, shall, by acquiring title to the Lot, Residence, or Unit, automatically become a member of the Club.

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

All costs of the management, operation, maintenance and repair of the Club's facilities, as well as taxes and assessments (whether real estate taxes or personal property taxes) imposed against

the Club and its facilities, and all insurance premiums required to be paid to ensure the Club's facilities, shall be expenses of operating the Club's facilities and shall be paid by the members as Dues.

Operation and maintenance of all property or facilities for which the Club is responsible will be performed by VIP Property Management Co. ("VIP"), which is an affiliate of the Developer. The Club will enter into a management contract with VIP for such services. The management contract initially will be for the term of one (1) year, but will be automatically renewed on an annual basis unless terminated by either party upon ninety (90) days' notice. VIP will initially receive a management fee of One Hundred Dollars (\$100.00) per month for its services pursuant to the management contract until such time as Recreation Facilities have been made available for use by Club Members. After the date Recreation Facilities have been made available for use by Club Members, VIP will be entitled to receive a management fee of Five Hundred Dollars (\$500.00) per month for its services pursuant to the management contract. A copy of a contract is attached hereto as **Exhibit "15"**.

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

Each prospective purchaser should understand that, by acquiring title to a Lot, Residence, or Unit, the purchaser will assume and be required to pay the Club Assessments. The non-use of the Club's facilities will not be a basis upon which payment can be avoided. Other than the Developer, no owner of a Lot, Residence, or Unit shall have any right to be exempted or excused from the payment of Club Assessments.

I. AGREEMENTS AFFECTING THE OPERATION, USE OR MAINTENANCE OF OR ACCESS TO ALL OR PART OF THE CONDOMINIUM DEVELOPMENT

1. Management Contract. The Developer has entered into a management contract with VIP Property Management Co. (hereinafter called "Management Company"). A copy of a contract is attached hereto as **Exhibit "13"** entitled "Management Contract." The principals of the Management Company are the same as the principals of the Developer. This agreement or any other management agreement entered into by the Developer shall be binding upon the Association as outlined in Article H above.

The effect of the agreement is to shift the responsibility of managing the day to day operation of the Condominium Development from the Unit owners to the Management Company. Generally, the Management Company will be responsible for the following: hiring and discharging personnel, with approval of the Board of Directors, entering into contracts for utilities and services, attending Association and Board of Directors meetings, operating and maintaining Condominium Common Elements, collecting monthly and special assessments and keeping of books and records.

For its service, the Management Company will be paid the fees as stated in the Management Contract.

2. Purchase Agreement. A copy of the Purchase Agreement is attached hereto as Exhibit "14" entitled "Condominium Purchase Agreement."

3. Declaration of Restrictions, Reservations and Covenants for Legacy Pointe Development. The Master Declaration applies to the entire Legacy Pointe development, including Legacy Pointe No. 5 Condominium. **Each Unit owner must comply with the terms of both the Master Declaration and the Condominium Declaration.**

J. STATEMENT OF PURCHASER'S RIGHTS

Attached hereto at the front of this Disclosure Statement and made a part hereof is a statement in conspicuous, bold face type, as required by Section 5311.26(J) of the Ohio Revised Code, of the Purchaser's right to review the Condominium Instruments, The Purchaser's to void the contract, any condition for the return of a deposit and the rights of Purchasers under Section 5311.27 of the Ohio Revised Code. The following is a further explanation of these rights.

1. **RIGHTS TO REVIEW CONDOMINIUM INSTRUMENTS. THE PURCHASER SHALL HAVE THE RIGHT TO REVIEW THE CONDOMINIUM INSTRUMENTS WHICH CONSIST OF THE CONDOMINIUM DECLARATION AND EXHIBITS THERETO INCLUDING THE BY-LAWS AND ACCOMPANYING DRAWINGS AND PLANS, AMENDMENTS TO THE CONDOMINIUM DECLARATION, THE DEED FOR THE CONVEYANCE OF UNITS BY THE DEVELOPER, THE PURCHASE AGREEMENT AND ANY AMENDMENTS OR SUPPLEMENTS THERETO, ANY MANAGEMENT CONTRACTS OR OTHER DOCUMENTS OR INSTRUMENTS ESTABLISHING OWNERSHIP OF OR EXERTING CONTROL OVER ALL OR ANY PORTION OF THE CONDOMINIUM DEVELOPMENT CONTRACT OR OTHER DOCUMENTS OR INSTRUMENTS.**

2. **PURCHASER'S RIGHT TO VOID THE CONTRACT. SECTION 5311.27(A) OF THE OHIO REVISED CODE PROVIDES THAT:**

"IN ADDITION TO ANY OTHER REMEDY AVAILABLE, A CONTRACT OR AGREEMENT FOR THE SALE OF CONDOMINIUM OWNERSHIP INTEREST THAT IS EXECUTED IN VIOLATION OF SECTION 5311.25 OR 5311.26 OF THE REVISED CODE SHALL BE VOIDABLE BY THE PURCHASER UNTIL THE LATER OF FIFTEEN DAYS AFTER THE CONTRACT IS ENTERED INTO FOR SALE OF THE CONDOMINIUM OWNERSHIP INTEREST OR FIFTEEN DAYS AFTER THE PURCHASER EXECUTES A DOCUMENT EVIDENCING RECEIPT OF THE INFORMATION REQUIRED BY SECTION 5311.26 OF THE REVISED CODE, EXCEPT THAT IN NO CASE IS THE CONTRACT OR AGREEMENT VOIDABLE AFTER THE TITLE TO THE CONDOMINIUM OWNERSHIP INTEREST IS CONVEYED TO THE PURCHASER. UPON THE EXERCISE OF THE RIGHT TO VOID THE CONTRACT

OR AGREEMENT, THE DEVELOPER OR HIS AGENT SHALL REFUND FULLY AND PROMPTLY TO THE PURCHASER ANY DEPOSIT OR OTHER PREPAID FEE OR ITEM AND ANY AMOUNT PAID ON THE PURCHASE PRICE AND SHALL PAY ALL CLOSING COSTS PAID BY THE PURCHASER OR FOR WHICH THE PURCHASER IS LIABLE IN CONNECTION WITH THE VOID SALE."

3. PURCHASER'S RIGHT TO RETURN THE DEPOSIT. THE DEPOSIT BY THE PURCHASER SHALL BE RETURNED BY THE DEVELOPER TO THE PURCHASER IN THE EVENT OF THE OCCURRENCE OF ANY CONDITIONS OF SALE SET FORTH IN THE PURCHASE AGREEMENT WHICH EXCUSE THE PURCHASER FROM PURCHASING THE UNIT, PROVIDED THE PURCHASER HAS NOT BREACHED ANY OF THE TERMS OF THE PURCHASE AGREEMENT.

4. PURCHASER'S RIGHTS UNDER SECTION 5311.27 OF THE OHIO REVISED CODE. THE PURCHASER'S OTHER RIGHTS UNDER SECTION 5311.27 OF THE OHIO REVISED CODE ARE SET FORTH IN SUBSECTIONS (B) AND (C) OF SAID SECTION AND ARE AS FOLLOWS:

"(B) ANY DEVELOPER OR AGENT WHO SELLS A CONDOMINIUM OWNERSHIP INTEREST IN VIOLATION OF SECTION 5311.25 OR 5311.26 OF THE REVISED CODE SHALL BE LIABLE TO THE PURCHASER IN AN AMOUNT EQUAL TO THE DIFFERENCE BETWEEN THE AMOUNT PAID FOR THE INTEREST AND THE LEAST OF THE FOLLOWING AMOUNTS:

- (a) THE FAIR MARKET VALUE OF THE INTEREST AS OF THE TIME THE SUIT IS BROUGHT.
- (b) THE PRICE AT WHICH THE INTEREST IS DISPOSED OF IN A BONA FIDE MARKET TRANSACTION BEFORE SUIT.
- (c) THE PRICE AT WHICH THE UNIT IS DISPOSED OF AFTER SUIT IN A BONA FIDE MARKET TRANSACTION, BUT BEFORE JUDGMENT.

IN NO CASE SHALL THE AMOUNT RECOVERABLE UNDER THIS SECTION BE LESS THAN FIVE HUNDRED DOLLARS FOR EACH VIOLATION AGAINST EACH PURCHASER BRINGING AN ACTION UNDER THIS SECTION, TOGETHER WITH COURT COSTS AND REASONABLE ATTORNEYS' FEES. IF THE PURCHASER COMPLAINING OF THE VIOLATION OF SECTION 5311.25 OR 5311.26 OF THE REVISED CODE HAS BROUGHT OR MAINTAINED AN ACTION HE KNEW TO BE GROUNDLESS OR IN BAD FAITH AND THE DEVELOPER OR AGENT PREVAILS, THE COURT SHALL AWARD REASONABLE ATTORNEY'S FEES TO THE DEVELOPER OR AGENT.

(C) IF THE ATTORNEY GENERAL HAS REASON TO BELIEVE THAT SUBSTANTIAL NUMBERS OF PERSONS ARE AFFECTED

AND SUBSTANTIAL HARM IS OCCURRING OR IS ABOUT TO OCCUR TO THOSE PERSONS, OR THAT THE CASE IS OTHERWISE OF SUBSTANTIAL PUBLIC INTEREST, THE ATTORNEY GENERAL MAY DO EITHER OF THE FOLLOWING:

- (1) BRING AN ACTION TO OBTAIN A DECLARATORY JUDGMENT THAT AN ACTION OR PRACTICE OF A DEVELOPER VIOLATES SECTION 5311.25 OR 5311.26 OF THE REVISED CODE OR THE CONDOMINIUM INSTRUMENTS, OR TO ENJOIN A DEVELOPER WHO IS VIOLATING OR THREATENING TO VIOLATE THOSE SECTIONS OR INSTRUMENTS.
- (2) BRING A CLASS ACTION FOR DAMAGE ON BEHALF OF PERSONS INJURED BY A DEVELOPER'S VIOLATION SECTION 5311.25 OR 5311.26 OF THE REVISED CODE OR OF THE CONDOMINIUM INSTRUMENTS.

ON MOTION OF THE ATTORNEY GENERAL AND WITHOUT BOND, IN AN ATTORNEY GENERAL'S ACTION UNDER THIS SECTION, THE COURT MAY MAKE APPROPRIATE ORDERS, INCLUDING, BUT NOT LIMITED TO, ORDERS FOR APPOINTMENT OF A MASTER OR A RECEIVER, FOR SEQUESTRATION OF ASSETS, TO REIMBURSE PERSONS FOUND TO HAVE BEEN DAMAGED, OR TO GRANT OTHER APPROPRIATE RELIEF. THE COURT MAY ASSESS THE EXPENSES OF A MASTER OR RECEIVER AGAINST THE DEVELOPER. ANY MONEYS OR PROPERTY RECOVERED BY THE ATTORNEY GENERAL IN AN ACTION UNDER THIS SECTION THAT CANNOT WITH DUE DILIGENCE WITHIN FIVE YEARS BE RESTORED TO PERSONS ENTITLED TO THEM SHALL BE UNCLAIMED FUNDS REPORTABLE UNDER CHAPTER 169 OF THE REVISED CODE. NO ACTION MAY BE BROUGHT BY THE ATTORNEY GENERAL UNDER THIS SECTION TO RECOVER FOR A TRANSACTION MORE THAN TWO YEARS AFTER THE OCCURRENCE OF A VIOLATION.

IF A COURT DETERMINES THAT PROVISION HAS BEEN MADE FOR REIMBURSEMENT OR OTHER APPROPRIATE CORRECTION ACTION, INsofar AS PRACTICABLE, WITH RESPECT TO ALL PERSONS DAMAGED BY A VIOLATION, OR IN ANY OTHER APPROPRIATE CASE, THE ATTORNEY GENERAL, WITH COURT APPROVAL, MAY TERMINATE ENFORCEMENT PROCEEDINGS BROUGHT BY THE ATTORNEY GENERAL UPON ACCEPTANCE OF AN

ASSURANCE FROM THE DEVELOPER OF VOLUNTARY COMPLIANCE WITH SECTIONS 5311.25 AND 5311.26 OF THE REVISED CODE OR WITH THE CONDOMINIUM INSTRUMENTS, WITH RESPECT TO THE ALLEGED VIOLATION. THE ASSURANCE SHALL BE FILED WITH THE COURT AND ENTERED AS A CONSENT JUDGMENT. A CONSENT JUDGMENT IS NOT EVIDENCE OF PRIOR VIOLATION OF THOSE SECTIONS. DISREGARD OF THE TERMS OF A CONSENT JUDGMENT ENTERED UPON AN ASSURANCE SHALL BE TREATED AS A VIOLATION OF AN INJUNCTION ISSUED UNDER THIS SECTION."

K. ESTABLISHMENT OF RESERVE FUND FOR REPAIR OR REPLACEMENT OF COMPONENTS OF CONDOMINIUM COMMON ELEMENTS

An Operating Fund will be established by the Unit Owners' Association for either the operations or for repair or replacement of the components of the Condominium Common Elements of the Condominium Development except the Limited Common Elements appurtenant to a Unit. The original purchaser of a Unit will be required to deposit the sum of Two Hundred Fifty Dollars (\$250.00) into the Operating Fund. Such sum shall be deposited in a bank or savings association in the Association's name as part of the Operating Fund, and may be used by the Association as provided in the By-Laws. The Operating Fund deposit will be credited to such Unit, and shall be non-refundable at sale, transfer or conveyance of such Unit.

L. TITLE MATTERS

The significant terms of any encumbrances, easements, liens and matters of title affecting the Condominium Development appear in the **Exhibit "6"** attached hereto entitled "Title Matters". The Condominium Property is subject to several easements for utilities and other purposes as more fully stated in **Exhibit "6"**.

The Master Declaration sets forth detailed covenants and restrictions which affect Legacy Pointe and each lot created and residence to be constructed within Legacy Pointe. These restrictions include, by way of example, and not by way of limitation, restrictions and limitations on the use of the lots, the Units, and the residences constructed on the lots, the design and construction of the residences, the landscaping, the exterior color of the residences, the use of residences or lots for commercial, business or religious purposes, required maintenance obligations of the Unit owners, the number and type of pets allowed upon or within any Lot, Residence, or Unit and various other limitations, restrictions and requirements, all of which are set forth, in detail, in the Master Declaration and all of which have been established to maintain or enhance the value of properties within Legacy Pointe. The Association, other owners' associations in Legacy Pointe, the Club and, in certain instances, the Owners have the right to enforce the terms and conditions of the Master Declaration.

M. REQUIREMENTS FOR ESCROW OF DEPOSITS

Any deposit or down payment made in connection with the sale of a Unit shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Developer, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety days and is not withdrawn as set forth below, interest at a rate equal to the prevailing rate payable by federally insured financial institutions in the county of the Condominium Property on daily interest accounts for any period exceeding ninety days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Developer. Interest is payable only on the amount deposited that exceeds two thousand dollars. Deposits and down payments held in trust or escrow pursuant to this Paragraph shall not be subject to attachments by creditors of the Developer or a purchaser of a Unit. The Developer may withdraw a deposit or down payment from trust or escrow upon commencement of construction of the structure of the Condominium Property in which purchaser's Unit will be located and use the monies in the actual construction and development of the Condominium Property.

N. RESTRAINTS ON THE FREE ALIENABILITY OF ALL OR ANY PART OF THE CONDOMINIUM DEVELOPMENT

There are no such restraints, other than those contained in the Master Declaration or Condominium Declaration.

O. LITIGATION CONCERNING THE CONDOMINIUM DEVELOPMENT

There is presently no litigation concerning the Condominium Development.

This Disclosure Statement sets forth a general description of Legacy Pointe No. 5 Condominium. However, the same constitutes only a summary, and each of the Exhibits and Documents referred to herein is an integral part of this Disclosure Statement. Without the careful study of the Exhibits and Documents referred to herein, this Disclosure Statement is not complete.

It is also advisable for a prospective Purchaser to carefully study the Drawings and Plans and Specifications on file at the Developer's main office and sales office before purchasing a Unit.

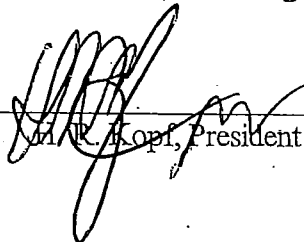
All materials, contracts and Condominium Documents referred to herein are important legal documents and impose legal rights and obligations upon any Unit owner, and any prospective purchaser is hereby advised of the same and under all circumstances the prospective purchaser should seek legal counsel prior to the execution of the purchase agreement.

The contents of this Disclosure Statement, together with the contents of the Exhibits attached hereto and documents referred to herein, are believed to be accurate and are prepared on

the basis of the best evidence available to the Developer. The contents of this Disclosure Statement and the Exhibits attached hereto should not be construed to be a warranty or representation, except for those warranties specifically set forth in Article E hereof, which are intended to be warranties for the benefit of the initial purchasers of the Units constructed by the Developer.

LEGACY POINTE, LTD.
BY KOPF CONSTRUCTION
CORPORATION, Its Manager

By: _____


M. R. Kopf, President

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

Stuart W. Sayler, P.E., P.S., *President*

James T. Sayler, P.E., P.S. *Vice Pres.*

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June 15th, 2007

Description of Legacy Pointe Phases 1- 6 P.U.D. Excluding Pre-Development Right-of-Ways

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being all of Sublots Nos. 8 – 12 and 26-47 inclusive and part of Stratford Road, 60 feet wide, in the Avon Center Estates Subdivision No. 3, of part of Original Avon Township Section No. 20, as shown by the recorded plat in Volume 13 of Plats, Page 15 of Lorain County Records, and part of Original Avon Township Sections Nos. 17 and 20, together forming a parcel of land bounded and described as follows:

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

Thence S. 89degrees 38' 47" E., along the centerline of Walker Road, a distance of 50.00 feet to a 1" iron pin in a monument box;

Thence S. 0degrees 33' 55" W., a distance of 43.00 feet to the Southerly line of Walker Road and the principal place of beginning;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 1619.62 feet to a Northwestern corner 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 S. 0degrees 21' 13" W., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 157.00 feet to a Southwesterly corner thereof;

Thence S. 89degrees 38' 47" E., along a Southerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 19.94 feet to an interior corner thereof;

Thence S. 0degrees 21' 13" W., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 360.00 feet to an interior corner thereof;

Thence N. 89degrees 38' 47" W., along a Northerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 5.35 feet to a Northwestern corner thereof;

Thence S. 0degrees 21' 13" W., along a Westerly line of land so conveyed to Robert E. and Pamela D. Dills, a distance of 189.63 feet to a Southwesterly corner thereof;

Thence S. 89degrees 39' 56" E., along the most Southerly line of land so conveyed to Robert E. and Pamela D. Dills, along the Southerly line of a parcel of land conveyed to William J. Fitzgerald and Jean C. Fitzgerald, by deed recorded in Instrument No. 990612694 of Lorain County Records and along the Southerly line of a parcel of land conveyed to Joan M. Gamer, by deed recorded in Instrument No. 20010802062 of Lorain County Records, a distance of 574.63 feet to the Southeasterly corner thereof;

Thence N. 0degrees 21' 13" E., along the Easterly line of land so conveyed to Joan M. Gamer and along an Easterly line of a parcel of land conveyed to James A. Toth and Joyce A. Toth, by deed recorded in Volume 1358, Page 578 of Lorain County Records of Deeds, a distance of 549.43 feet to an interior corner thereof;

Thence S. 89degrees 38' 47" E., along a Southerly line of land so conveyed to James A. and Joyce A. Toth and along the Southerly line of Sublots Nos. 15 , 14 and 13 in said Avon Center Estates Subdivision No. 3, a distance of 135.00 feet to the Southeasterly corner thereof;

Thence N. 0degrees 21' 13" E., along the Easterly line of said Sublot No. 13, a distance of 157.00 feet to the southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 200.00 feet to the Northwesterly corner of Sublot No. 7 in said Avon Center Estates Subdivision No. 3;

Thence S. 0degrees 21' 13" W., along the Westerly line of said Sublot No. 7, a distance of 157.00 feet to the Southwesterly corner thereof;

Thence S. 89degrees 38' 47" E., along the Southerly line of said Sublot No. 7 and along the Southerly lines of Sublots Nos. 6, 5 and 4 in said Avon Center Estates Subdivision No. 3, a distance of 160.00 feet to the Westerly line of Sublot No. 16 in said Avon Center Estates Subdivision No. 3;

Thence S. 0degrees 21' 13" W., along the Westerly line of said Sublot No. 16, along the Westerly lines of Sublots Nos. 17 – 19 and their Southerly prolongation and along the Westerly line of Sublots Nos. 20 – 24 in said Avon Center Estates Subdivision No. 3, a distance of 407.93 feet to a Northeasterly corner of a parcel of land conveyed to Kopf Construction Corp., by deed recorded in Instrument No. 20010778049 of Lorain County Records;

Thence N. 88degrees 28' 43" W., along a Northerly line of land so conveyed to Kopf Construction Corp., a distance of 34.08 feet to the Northwesterly corner thereof;

Thence S. 1degree 16' 55" W., along a Westerly line of land so conveyed to Kopf Construction Corp., a distance of 142.06 feet to the Northerly line of a parcel of land conveyed to Legacy Pointe Ltd., by deed recorded in Instrument No. 20000703652 of Lorain County Records;

Thence N. 89degrees 39' 56" W., along the Northerly line of land so conveyed to Legacy Pointe Ltd. And along the Northerly line of Parcel "F" in the Legacy Pointe Subdivision No. 1, as shown by the recorded plat in Volume 70 of Plats, Pages 24 – 28 of Lorain County Records, a distance of 89.89 feet to the Northerly prolongation of the Westerly line of a parcel of land conveyed to Rebecca Daniels and Jack Streepy, Custodian, by deed recorded in Instrument No. 616161 of Lorain County Records;

Thence S. 1degree 16' 55" W., along said Northerly prolongation and along the Westerly line of land so conveyed to Rebecca Daniels and Jack Streepy, Custodian, a distance of 267.00 feet to the Southwesterly corner thereof;

Thence S. 89degrees 39' 56" E., along the Southerly line of land so conveyed to Rebecca Daniels and Jack Streepy, Custodian, a distance of 259.99 feet to the Westerly line of Jaycox Road, as widened;

Thence S. 1degree 16' 55" W., along the Westerly line of Jaycox Road, as widened, a distance of 105.75 feet;

Thence S. 89degrees 40' 16" E., a distance of 10.00 feet to the Westerly line of Jaycox Road, 60 feet wide;

Thence S. 1degrees 16' 55" W., along the Westerly line of Jaycox Road, 60 feet wide, a distance of 1121.11 feet;

Thence N. 89degrees 41' 01" W., a distance of 10.00 feet to the Westerly line of Jaycox Road, as widened;

Thence S. 1degree 16' 55" W., along the Westerly line of Jaycox Road, as widened, a distance of 242.96 feet to the Northeasterly corner of Sublot No. 22 in the Sweetbriar Subdivision;

Thence N. 88degrees 43' 05" W., along the Northerly line of said Sublot No. 22, a distance of 150.00 feet to the Northwesterly corner thereof;

Thence S. 1degree 16' 55" W., along the Westerly line of said Sublot No. 22 and along the Westerly line of Sublots Nos. 21, 20 and 19 in said Sweetbriar Subdivision, a distance of 388.53 feet to the Northwesterly corner of Sublot No. 18 in said Sweetbriar Subdivision;

Thence S. 8degrees 51' 50" W., along the Westerly line of said Sublot No. 18, a distance of 102.02 feet;

Thence N. 81degrees 08' 10" W., a distance of 212.97 feet;

Thence N. 16degrees 43' 05" W., a distance of 281.52 feet;

Thence N. 28degrees 43' 05" W., a distance of 630.42 feet;

Thence S. 82degrees 19' 34" W., a distance of 41.23 feet;

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

Thence S. 82degrees 16' 55" W., a distance of 221.24 feet to a point of curvature;

Thence Westerly, a distance of 38.92 feet on the arc of a circle deflecting to the right, whose central angle is 1degree 00' 00", whose radius is 2230.00 feet and whose chord bears S. 82degrees 46' 55" W., a distance of 38.92 feet;

Thence S. 6degrees 43' 05" E., a distance of 230.76 feet to the Northerly line of a parcel of land conveyed to Sweetbriar Management Co., by deed recorded in Volume 761, Page 515 of Lorain County Official Records;

Thence N. 89 degrees 41' 01" W., along the Northerly line of land so conveyed to Sweetbriar Management Co., a distance of 1805.48 feet to the Easterly line of said Section No. 17;

Thence S. 0degrees 33' 55" W., along the Easterly line of said Section No. 17, a distance of 3096.02 feet to the Northerly right-of-way line of the Norfolk & Southern Railroad;

Thence N. 89degrees 45' 21" W., along the Northerly line of the right-of-way of the Norfolk & Southern Railroad, a distance of 1012.21 feet;

Thence N. 0degrees 13' 05" W., a distance of 280.35 feet;

Thence N. 59degrees 46' 55" E., a distance of 160.00 feet;

Thence N. 0degrees 13' 05" W., a distance of 750.00 feet;

Thence N. 5degrees 13' 05" W., a distance of 400.00 feet;

Thence N. 65degrees 13' 05" W., a distance of 115.00 feet to the Northeasterly corner of Sublot No. 128 in the Avon Center Estates Subdivision No. 2, as shown by the recorded plat in Volume 12 of Plats, Page 19 of Lorain County Records;

Thence N. 0degrees 40' 36" E., along the Easterly end of Belmont Drive and along the Easterly line of Sublot No. 127 in said Avon Center Estates Subdivision No. 2, a distance of 195.00 feet to the Northeasterly corner thereof;

Thence N. 29degrees 46' 55" E., a distance of 145.28 feet;

Thence N. 34degrees 46' 55" E., a distance of 392.66 feet;

Thence S. 89degrees 46' 55" W., a distance of 502.58 feet;

Thence N. 80degrees 13' 05" W., a distance of 803.77 feet;

Thence N. 15degrees 16' 55" E., a distance of 505.74 feet to a point of curvature;

Thence Northeasterly, a distance of 654.50 feet on the arc of a circle deflecting to the right, whose central angle is 75degrees 00' 00", whose radius is 500.00 feet and whose chord bears N. 52degrees 46' 55" E., a distance of 608.76 feet to a point of tangency;

Thence S. 89degrees 43' 05" E., a distance of 295.04 feet;

Thence N. 0degrees 16' 55" E., a distance of 169.92 feet;

Thence N. 89degrees 43' 05" W., a distance of 50.00 feet;

Thence S. 0degrees 16' 55" W., a distance of 150.00 feet;

Thence N. 89degrees 43' 05" W., a distance of 200.00 feet;

Thence N. 0degrees 16' 55" E., a distance of 150.00 feet;

Thence N. 89degrees 43' 05" W., a distance of 20.00 feet;

Thence N. 0degrees 16' 55" E., a distance of 210.07 feet;

Thence N. 89degrees 43' 05" W., a distance of 326.00 feet to the Southeasterly corner of a parcel of land conveyed to William D. Hubert, by deed recorded in Volume 1405, Page 824 of Lorain County Records of Deeds;

Thence N. 0degrees 49' 13" E., along the Easterly line of land so conveyed to William D. Hubert, a distance of 1123.56 feet to the Southwesterly corner of a parcel of land conveyed to Shirley McKinley, by deed recorded in Volume 116, Page 326 of Lorain County Records of Deeds;

Thence S. 89degrees 39' 22" E., along the Southerly line of land so conveyed to Shirley McKinley, a distance of 117.19 feet to the Southeasterly corner thereof;

Thence N. 0degrees 20' 09" E., along the Easterly line of land so conveyed to Shirley McKinley, a distance of 606.98 feet to the Southerly line of Walker Road, 43 feet wide;

Thence S. 89degrees 39' 22" E., along the Southerly line of Walker Road, a distance of 368.39 feet to the Westerly line of a parcel of land conveyed to William D. Hubert and Stephanie Lasker, by deed recorded in Instrument No. 19990628431 of Lorain County Records;

Thence S. 4degrees 10' 22" E., along the Westerly line of land so conveyed to William D. Hubert and Stephanie Lasker, a distance of 976.04 feet to a Northwesterly corner of a parcel of land conveyed to Robert S. Bonds and Suzann M. Bonds, by deed recorded in Volume 196, Page 150 of Lorain County Records of Deeds;

Thence S. 2degrees 12' 22" E., along a Westerly line of land so conveyed to Robert S. and Suzann M. Bonds, a distance of 466.21 feet to an angle point therein;

Thence S. 3degrees 08' 48" W., along the Westerly line of land so conveyed to Robert S. and Suzann M. Bonds, a distance of 291.20 feet to the Southwesterly corner thereof;

Thence S. 89degrees 40' 01" E., along the Southerly line of land so conveyed to Robert S. and Suzann M. Bonds, a distance of 237.56 feet to the Southwesterly corner of the Windsor Hollow Subdivision No. 2, as shown by the recorded plat in Volume 52 of Plats, Page 7 of Lorain County Records;

Thence S. 89degrees 42' 01" E., along the Southerly line of said Windsor Hollow Subdivision No. 2, a distance of 765.36 feet to the Southeasterly corner thereof;

Thence N. 0degrees 33' 33" E., along the Easterly line of said Windsor Hollow Subdivision No. 2, and along the Easterly line of the Windsor Hollow Subdivision No. 1, as shown by the recorded plat in Volume 50 of Plats, Page 54 of Lorain County Records, a distance of 1021.77 feet;

Thence S. 89degrees 39' 56" E., a distance of 150.08 feet to the Westerly line of said Section 20 and the Northwesterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence S. 0degrees 33' 55" W., along the Westerly line of land so conveyed to the City of Avon Lake, a distance of 50.00 feet to the Southwesterly corner thereof;

Thence S. 89degrees 39' 56" E., along the Southerly line of land so conveyed to the City of Avon Lake, a distance of 1113.50 feet to an angle point;

Thence S. 53degrees 22' 36" E., along the Southwesterly line of land so conveyed to the City of Avon Lake, a distance of 94.16 feet to an angle point;

Thence N. 72degrees 56' 04" E., along the Southeasterly line of land so conveyed to the City of Avon Lake, a distance of 50.00 feet to the Southeasterly corner thereof;

Thence N. 17degrees 03' 56" W., along an Easterly line of land so conveyed to the City of Avon Lake, a distance of 95.13 feet to the Northeasterly corner thereof;

Thence N. 89degrees 39' 56" W., along a Northerly line of land so conveyed to the City of Avon Lake, a distance of 1087.71 feet to the Easterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

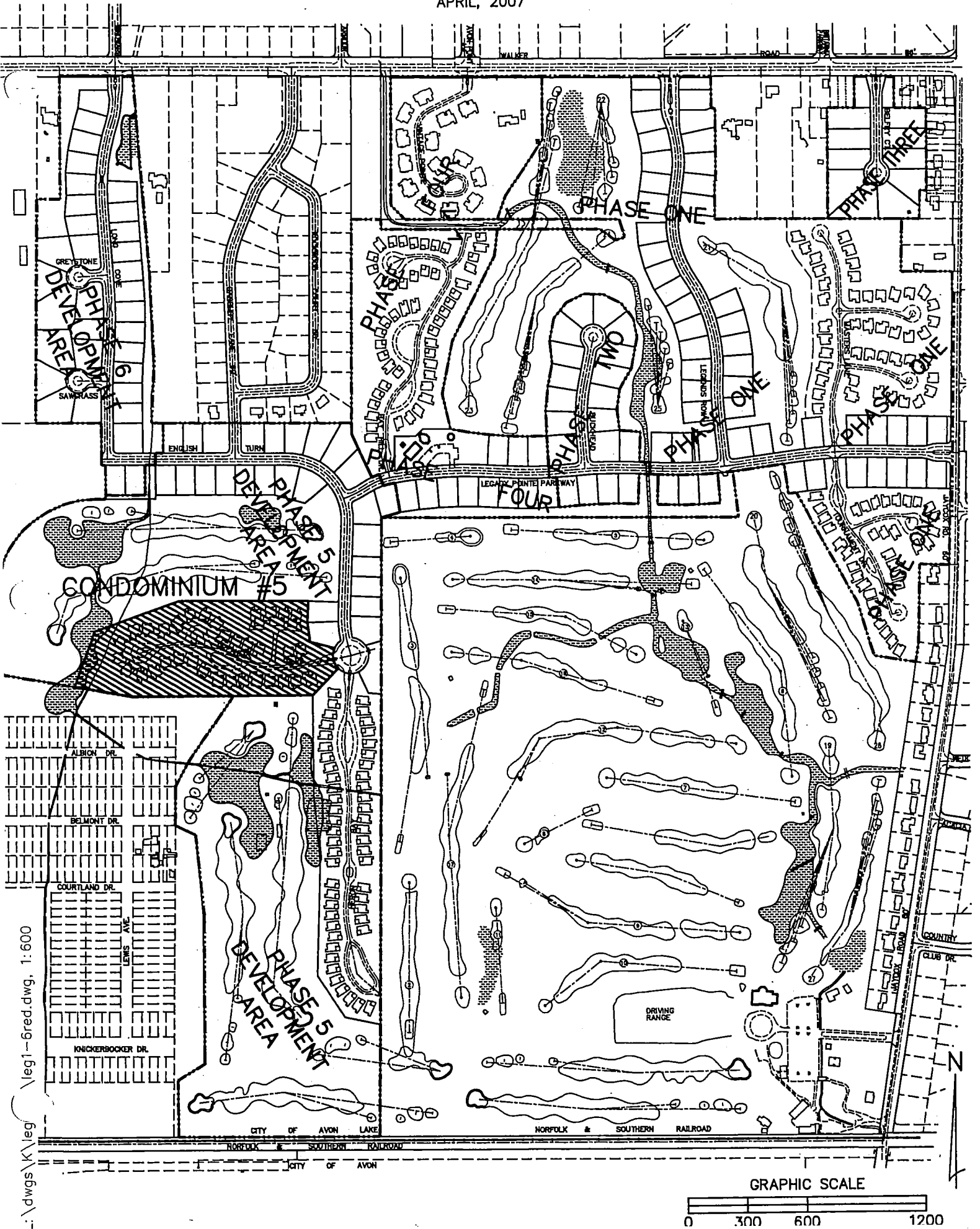
Thence N. 44degrees 31' 13" W., along a Northeasterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 99.91 feet to an angle point;

Thence N. 0degrees 33' 55" E., along an Easterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 636.34 feet to the principal place of beginning, and containing 258.985 acres of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated October, 2000 thru May, 2007, 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., in Original Section 20, and are used to denote angles only.

LEGACY POINTE P.U.D. SUBDIVISION CONDOMINIUM #5 LOCATION

APRIL, 2007



THE HENRY G. REITZ ENGINEERING CO.

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

Stuart W. Sayler, P.E., P.S., *President*
James T. Sayler, P.E., P.S. *Vice Pres.*
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May 22nd, 2007

Description of Parcel A in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 90.00 feet to a point on the Southwesterly curved right-of-way of English Turn and the principal place of beginning;

Thence S. 85degrees 55' 32" W., a distance of 174.09 feet;

Thence S. 07degrees 13' 05" E., a distance of 120.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 145.04 feet;

Thence N. 00degrees 13' 05" W., a distance of 114.17 feet;

Thence N. 86degrees 13' 05" W., a distance of 64.71 feet;

Thence N. 74degrees 13' 05" W., a distance of 86.30 feet;

Thence S. 05degrees 13' 05" E., a distance of 17.37 feet;

Thence S. 84degrees 46' 55" W., a distance of 121.08 feet;

Thence S. 04degrees 46' 55" W., a distance of 94.01 feet;

Thence N. 85degrees 13' 05" W., a distance of 74.00 feet;

Thence N. 04degrees 46' 55" E., a distance of 120.24 feet;

Thence N. 35degrees 13' 05" W., a distance of 88.73 feet;

Thence N. 88degrees 13' 05" W., a distance of 175.10 feet;

Thence S. 46degrees 46' 55" W., a distance of 93.00 feet to a point of curvature;

Thence Westerly and Northerly, a distance of 238.89 feet on the arc of a circle deflecting to the right, whose central angle is 182degrees 30' 00", whose radius is 75.00 feet and whose chord bears N. 41degrees 58' 05" W., a distance of 149.96 feet;

Thence N. 40degrees 43' 05" W., a distance of 117.36 feet;

Thence N. 70degrees 16' 55" E., a distance of 114.06 feet;

Thence S. 18degrees 13' 05" E., a distance of 128.93 feet;

Thence S. 83degrees 13' 05" E., a distance of 50.10 feet;

Thence N. 81degrees 46' 55" E., a distance of 92.75 feet;

Thence N. 50degrees 46' 55" E., a distance of 126.00 feet;

Thence S. 81degrees 13' 05" E., a distance of 70.63 feet;

Thence S 17degrees 13' 05" E., a distance of 99.98 feet;

Thence S. 71degrees 13' 05" E., a distance of 206.72 feet;

Thence S. 84degrees 13' 05" E., a distance of 88.18 feet;

Thence N. 05degrees 46' 55" E., a distance of 126.09 feet;

Thence N. 82degrees 13' 05" W., a distance of 117.25 feet;

Thence N. 01degree 13' 05" W., a distance of 29.96 feet;

Thence N. 88degrees 46' 55" E., a distance of 139.44 feet;

Thence S. 84degrees 13' 05" E., a distance of 132.73 feet

Thence S. 05degrees 46' 55" W., a distance of 27.31 feet;

Thence S. 81degrees 46' 55" W., a distance of 106.46 feet;

Thence S. 05degrees 46' 55" W., a distance of 134.53 feet;

Thence N. 85degrees 46' 55" E., a distance of 86.78 feet;

Thence N. 78degrees 46' 55" E., a distance of 81.73 feet;

Thence N. 06degrees 43' 05" W., a distance of 77.39 feet;

Thence S. 75degrees 13' 05" E., a distance of 125.84 feet to the Westerly curved right-of-way of English Turn;

Thence Southerly, along the Westerly curved right-of-way of English Turn, a distance of 109.96 feet on the arc of a circle deflecting to the left, whose central angle is 70degrees 00' 00", whose radius is 90.00 feet and whose chord bears S. 10degrees 13' 05" E., a distance of 103.24 feet to the principal place of beginning, and containing 3.4832 acres (151,730 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitz@reitzeng.com

May 22nd, 2007

Description of Remainder Parcel R-1 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence N. 65degrees 13' 05" W., a distance of 90.00 feet to a point on the Westerly curved right-of-way of English Turn;

Thence N. 75degrees 13' 05" W., a distance of 125.84 feet to the principal place of beginning;

Thence S. 06degrees 43' 05" E., a distance of 77.39 feet;

Thence S. 78degrees 46' 55" W., a distance of 81.73 feet;

Thence S. 85degrees 46' 55" W., a distance of 86.78 feet;

Thence N. 05degrees 46' 55" E., a distance of 134.53 feet;

Thence N. 81degrees 46' 55" E., a distance of 106.46 feet;

Thence N. 05degrees 46' 55" E., a distance of 27.31 feet;

Thence N. 84degrees 13' 05" W., a distance of 132.73 feet;

Thence S. 88degrees 46' 55" W., a distance of 139.44 feet;

Thence S. 01degree 13' 05" E., a distance of 29.96 feet;

Thence S. 82degrees 13' 05" E., a distance of 117.25 feet;

Thence S. 05degrees 46' 55" W., a distance of 126.09 feet;

Thence N. 84degrees 13' 05" W., a distance of 88.18 feet;

Thence N. 71degrees 13' 05" W., a distance of 206.72 feet;

Thence N. 17degrees 13' 05" W., a distance of 99.98 feet;

Thence N. 81degrees 13' 05" W., a distance of 70.63 feet;

Thence S. 50degrees 46' 55" W., a distance of 126.00 feet;

Thence S. 81degrees 46' 55" W., a distance of 92.75 feet;

Thence N. 83degrees 13' 05" W., a distance of 50.10 feet;

Thence N. 18degrees 13' 05" W., a distance of 128.93 feet;

Thence N. 70degrees 16' 55" E., a distance of 222.80 feet;

Thence S. 89degrees 43' 05" E., a distance of 648.77 feet;

Thence S. 02degrees 16' 55" W., a distance of 108.15 feet;

Thence S. 06degrees 43' 05" E., a distance of 98.00 feet to the principal place of beginning, and containing 3.8806 acres (169,040 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

Stuart W. Saylor, P.E., P.S., *President*
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EMAIL: reitz@reitzeng.com

May 22nd, 2007

Description of Remainder Parcel R-2 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 275.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 173.30 feet to the principal place of beginning;

Thence continuing S. 89degrees 46' 55" W., a distance of 726.70 feet;

Thence N. 80degrees 13' 05" W., a distance of 295.15 feet;

Thence N. 20degrees 16' 55" E., a distance of 293.24 feet;

Thence N. 70degrees 16' 55" E., a distance of 113.14 feet;

Thence S. 40degrees 43' 05" E., a distance of 117.36 feet;

Thence Southerly and Easterly, a distance of 238.89 feet on the arc of a circle deflecting to the left, whose central angle is 182degrees 30' 00", whose radius is 75.00 feet and whose chord bears S. 41degrees 58' 05" E., a distance of 149.96 feet to a point of tangency;

Thence N. 46degrees 46' 55" E., a distance of 93.00 feet;

Thence S. 88degrees 13' 05" E., a distance of 175.10 feet;

Thence S. 35degrees 13' 05" E., a distance of 88.73 feet;

Thence S. 04degrees 46' 55" W., a distance of 120.24 feet;

Thence S. 85degrees 13' 05" E., a distance of 74.00 feet;

Thence N. 04degrees 46' 55" E., a distance of 94.01 feet;

Thence N. 84degrees 46' 55" E., a distance of 121.08 feet;

Thence N. 05degrees 13' 05" W., a distance of 17.37 feet;

Thence S. 74degrees 13' 05" E., a distance of 86.30 feet;

Thence S. 86degrees 13' 05" E., a distance of 64.71 feet;

Thence S. 00degrees 13' 05" E., a distance of 114.17 feet to the principal place of beginning, and containing 4.1631 acres (18,344 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
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FACSIMILE: (216) 251-5149
EMAIL: reitz@reitzeng.com

May 22nd., 2007

Description of Remainder Parcel R-3 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 90.00 feet to a point on the Southwesterly curved right-of-way of English Turn and the principal place of beginning;

Thence continuing S. 44degrees 46' 55" W., a distance of 185.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 28.26 feet;

Thence N. 07degrees 13' 05" W., a distance of 120.00 feet;

Thence N. 85degrees 55' 32" E., a distance of 174.09 feet to the principal place of beginning, and containing 0.2819 acres (12,278 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

EXHIBIT 5

LEGACY POINTE NO. 5 CONDOMINIUM

TYPES OF UNITS

Unit No.	Address	Bldg. No.	Model
1	32503 Breakers Boulevard	2	Kensington
2	32505 Breakers Boulevard	3	Westleigh
3	32515 Breakers Boulevard	8	Worthington
4	32532 Breakers Boulevard	18	Kensington

Grand Masters Home Models

NOTE: As this Condominium Development consists of detached single family units, prospective Purchasers will be able to choose the one type of unit the Purchaser desires and the location of the unit.

Prospective Purchasers will be able to choose from six (6) basic unit types as set forth below. Options are available to prospective Purchasers to modify their design, and some units may have a three-car garage.

Addington – 2050 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and a second bedroom, loft and full bath on the 2nd floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Stockton – 2196 square feet

This unit is a one story structure with a basement and a two car attached garage. It contains a master suite and bath, second bedroom, great room, den, formal dining, ½ bath and 2nd full bath. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Westleigh – 2602 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a loft and a 2nd full bath on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Brighton – 2696 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a 2nd full bath and unfinished storage area on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Kensington – 2860 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a loft, and a 2nd full bath on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Worthington – 2885 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining, hearth room and den on the 1st floor and two bedrooms, a Jack and Jill full bath and a loft on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

* Each of the units has an equal percentage interest in the Common Elements of 25%.

EXHIBIT 6

"TITLE MATTERS"

Parcel A is currently subject to the following matters: (i) Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on February 10, 1999, as Lorain County Recorder's Document No. 19990594369 as amended by Documents No. 20030911453 and Document No. 20050059327; (ii) Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on November 3, 1999, as Lorain County Recorder's Document No. 199900651006 as amended by Documents No. 20030911441 and Document No. 20050073790; Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on September 14, 2000, as Lorain County Recorder's Document No. 20000706438 as amended by Documents No. 20010748602 and Document No. 20040984176. The Mortgagees of said Mortgages have or will subordinate said Mortgage to the Condominium Declaration and all easements reserved therein. As title to each Unit in the Condominium Property is transferred to a Purchaser, said Mortgages, as to that Unit, will be discharged. Parcel A is also currently subject to an Easements recorded as Document Nos. 20070213964, 20070213962, 20070191864 and 20060174953 of Lorain County Records.

The Condominium Declaration, together with all of the Exhibits referred to therein, and the Master Declaration, together with all of the Exhibits referred to therein, establish restrictions affecting the Condominium Property. In addition to the restrictions established by the Condominium Declaration and Master Declaration, there are or may be existing utility easements which burden or may burden the Condominium Property, as the same may be expanded. The Developer has reserved the right to grant additional easements for the continued development of the Subdivision, the Condominium Property and for the continued development of Parcel A and has reserved the right to modify and change the same.

Under Article XIII of the Condominium Declaration, Declarant has reserved broad rights with respect to the establishment and revision of easements and easement agreements, and the exercise of those rights by the Declarant may require that the Condominium Property be burdened with a proportionate share of the cost of the maintenance and use of said easements or other special easements which are not serviced by governmental authorities.

Real estate taxes and assessments are also liens against the Condominium Property, and the same may be increased or decreased by the appropriate governmental authorities, and the Developer has no control with respect thereto.

Each Unit is further subject to liens for: (i) the payment of the Unit owner's share of the Common Expenses as provided in the Condominium Declaration and By-Laws; and (ii) assessments for the Club as provided in the Condominium Declaration and the Master Declaration.

LEGACY POINTE No. 5 CONDOMINIUM

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that LEGACY POINTE, LTD., an Ohio limited liability company, GRANTOR, which claims title by and through instrument recorded as Document No. _____, Lorain County Deed Records, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration received to its full satisfaction of _____, GRANTEE(s), whose tax mailing address will be _____, Avon Lake, Ohio 44012 does hereby give, grant, bargain, sell and convey unto the said Grantee(s), his, her or their heirs and assigns, with limited warranty covenants, the following described premises:

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as _____, Avon Lake, Ohio 44012, together with its undivided percentage interest in and to the Common Elements, all as described in the Declaration of Condominium Ownership for Legacy Pointe No. 5 Condominium, and By-Laws which are part thereof, recorded as Document No. _____, Lorain County, Ohio Deed Records and Drawings which are part thereof, recorded in Volume _____, Pages _____, et seq., Lorain County, Ohio Plat Records and as thereafter amended, be the same more or less, but subject to all legal highways.

The Unit conveyed hereunder is subject to the reservation of Grantor to amend said Declaration, By-Laws and Drawings in accordance with their respective terms and provisions; and in connection therewith, Grantee(s), by acceptance hereof, consent(s) to and grant(s) to Grantor, its successors and assigns, authority to execute such future amendments which will change Grantee(s)' percentage interest in the Common Elements, Grantee(s)' percentage interest in the Common Profits and Expenses, and Grantee(s)' voting rights.

The Unit conveyed hereunder is intended for use as a single-family residence, and Grantee(s), by acceptance hereof, acknowledge(s) receipt and review of the aforesaid Declaration, By-Laws and Drawings, and any amendments, together with the Disclosure Statement furnished by Grantor. Said Unit is further subject to, and Grantee(s) covenants and agrees to be bound by, all terms, conditions, restrictions, duties, provisions, limitation, reservations and covenants contained in said Declaration, By-Laws and Drawings and Chapter 5311 of the Ohio Revised Code.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereunto belonging unto the said Grantee(s), his, her or their heirs and assigns forever. And Grantor does, for itself and its successors and assigns, covenant with Grantee(s), his, her or their heirs and assigns, that at and until the ensealing of these presents, the premises have not been encumbered by Grantor, except for covenants, easements, conditions,

restrictions and reservation of record and except as set forth herein, and Grantor will warrant and defend the premises, with the appurtenances thereunto belonging, to the Grantee(s), his, her or their heirs and assigns forever, against all lawful claims and demands whatsoever of all persons claiming by, through or under the Grantor, except as herein set forth.

The premises and title thereto being conveyed hereunder are subject to any and all easements, utilities, agreements, options, restrictions, reservations, covenants, rights, duties, obligations, terms, provisions and conditions of record (including, but without limiting the generality of the foregoing, any and all of the same contained in the aforesaid Declaration, By-Laws and Drawings and the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants), zoning ordinances, and real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

The Grantor has caused the execution of this instrument this _____ day of _____, _____.

LEGACY POINTE, LTD.
By: KOPF CONSTRUCTION
CORPORATION, its Manager

By: _____
H. R. Kopf, Pres.

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Legacy Pointe, Ltd., an Ohio limited liability company, by its Manager, Kopf Construction Corporation, by H. R. Kopf, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of such company and such corporation and of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio and hereby certify the foregoing acknowledgement, this _____ day of _____, _____.

Notary Public

This Instrument Prepared By:

Jay C. Marcie

Attorney At Law

Jay C. Marcie & Associates, LPA

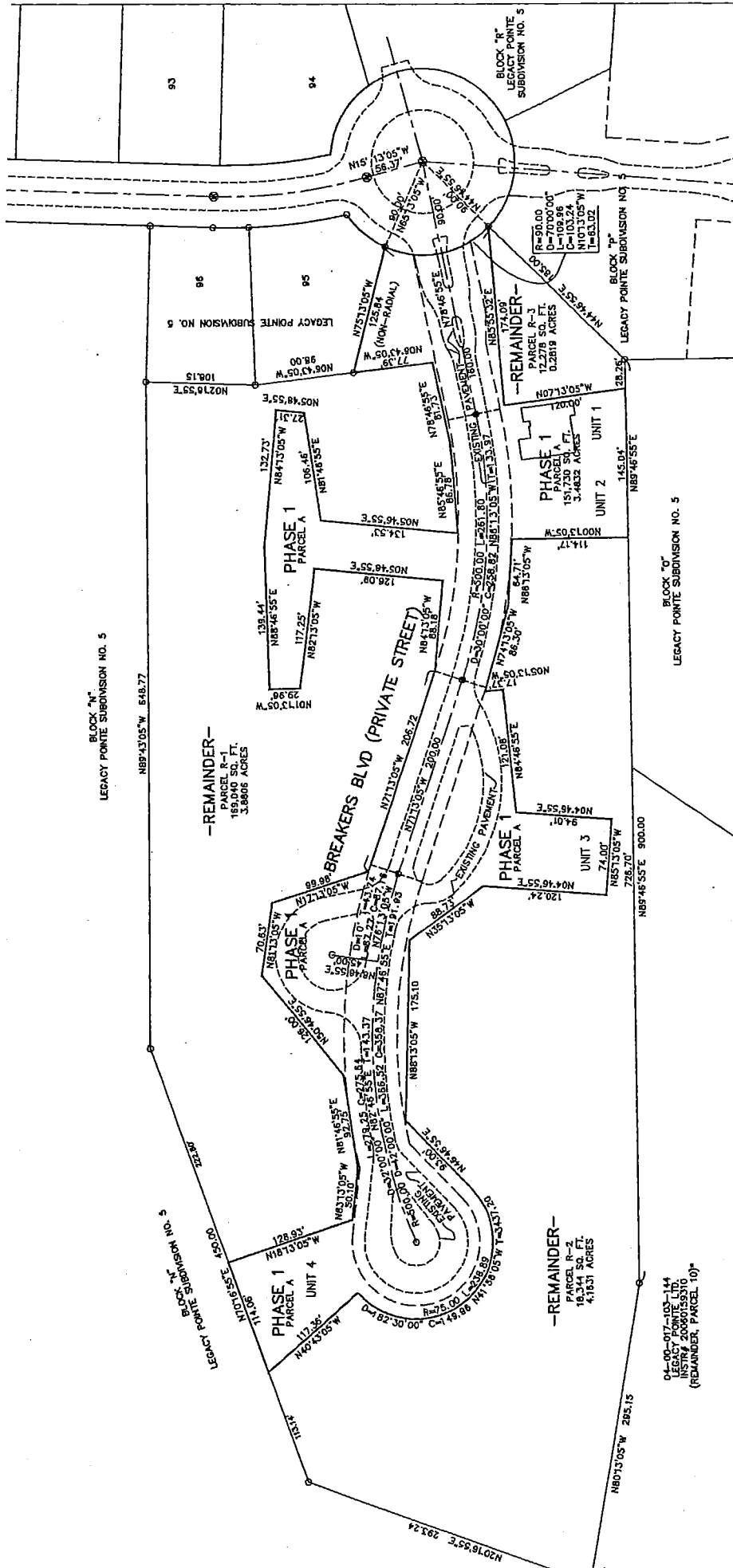
412 Avon Belden Road, Suite 1

Avon Lake, Ohio 44012

(440) 933-5442

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

LEGACY POINTE
CONDOMINIUM NO. 5 PHASE 1
SITE PLAN

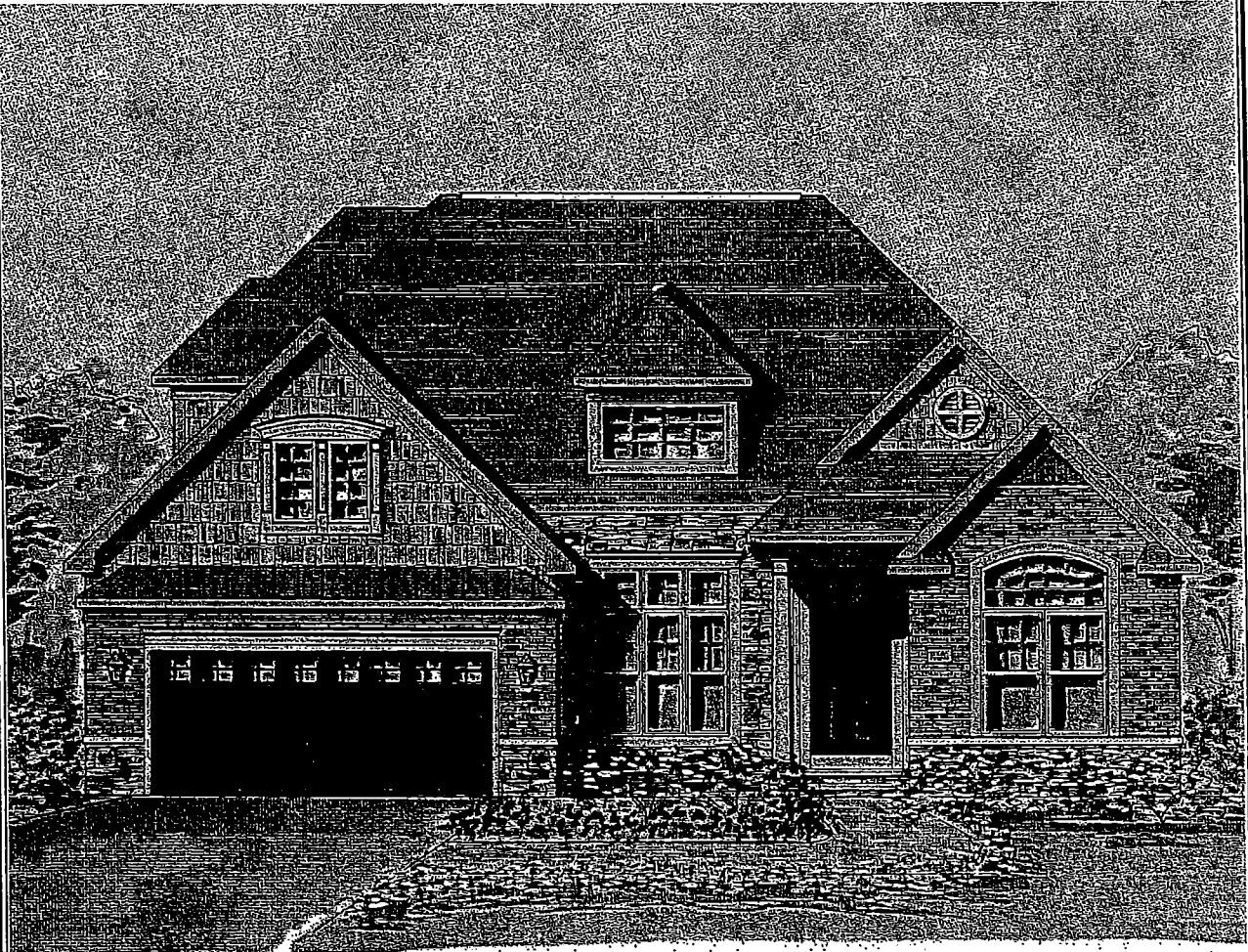




Legacy Pointe

GOLF CLUB

GRANDE MASTERS

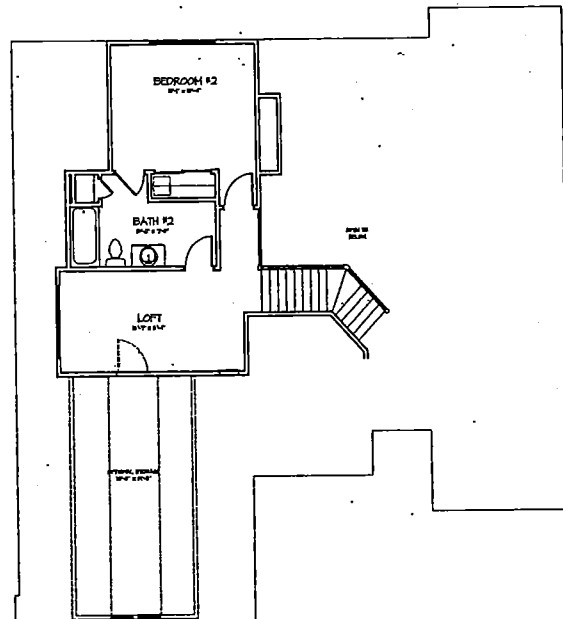
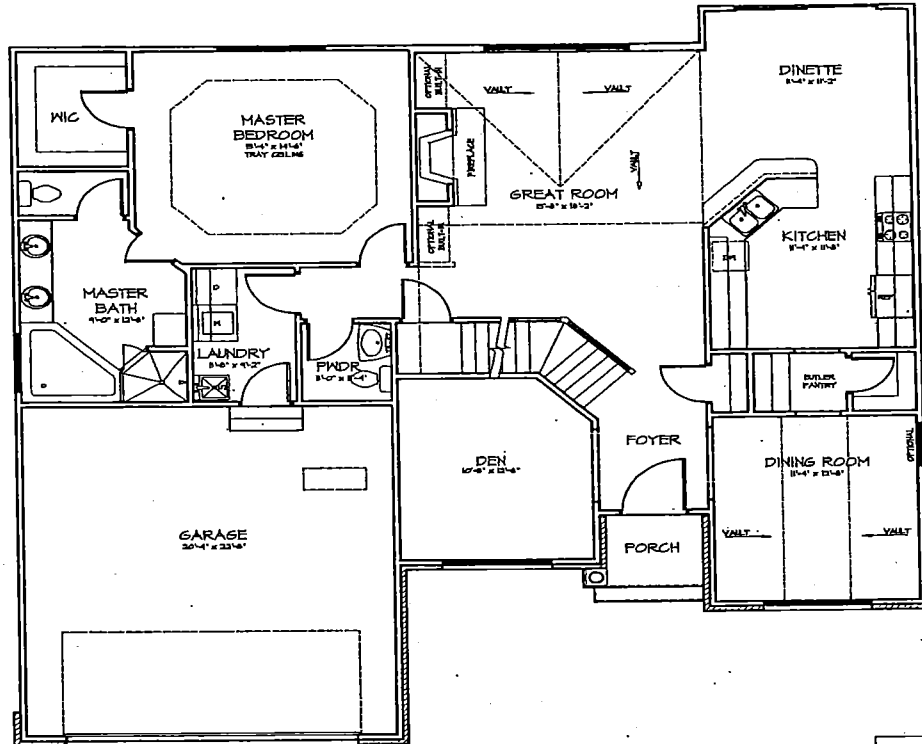


THE ADDINGTON



KOPF

BUILDERS



THE ADDINGTON

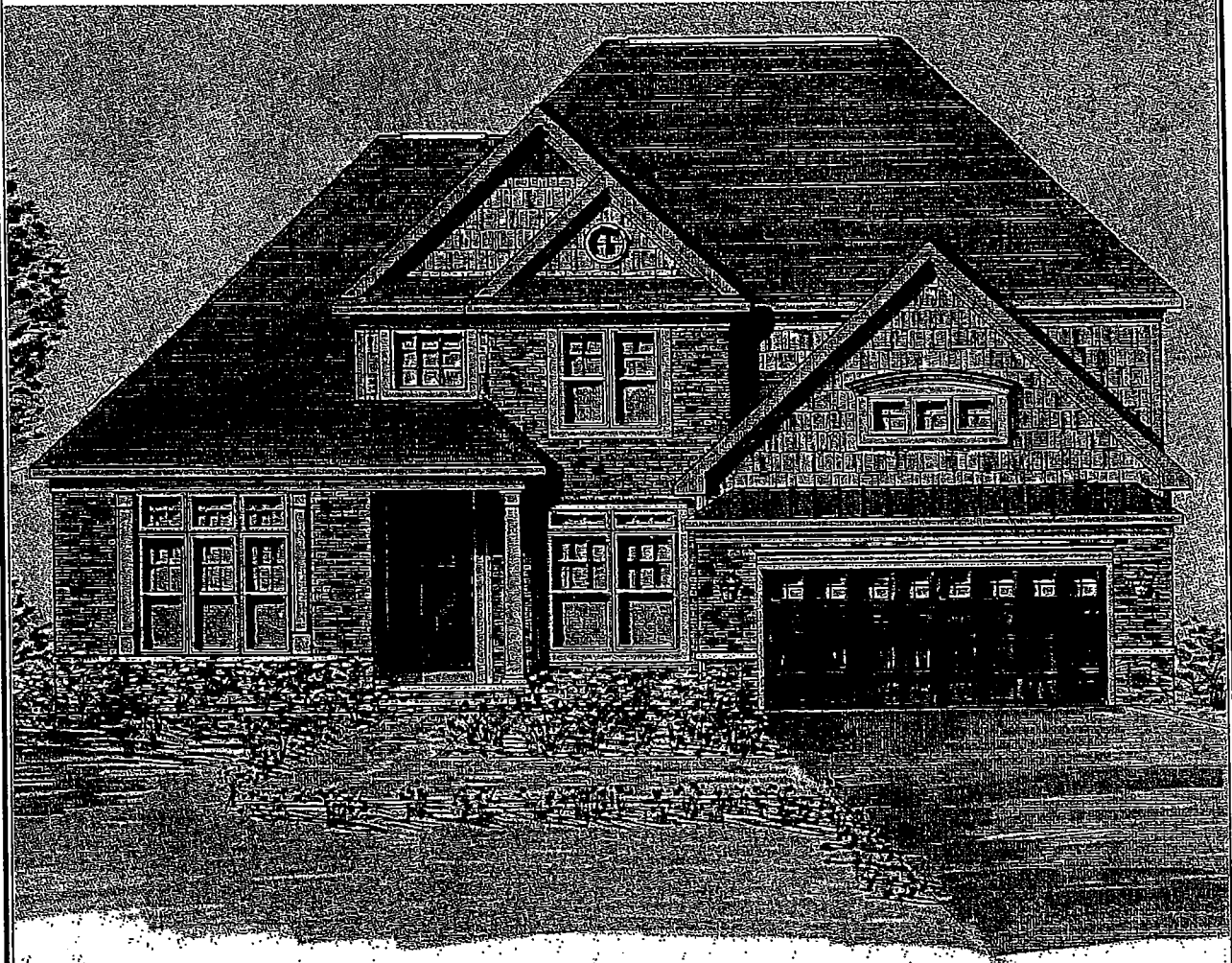
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440-933-6908/871-8234
www.kopfnet

All information herein was accurate at the time of publication. In order to maintain the high degree of quality and incorporate improvements with greater facility and economy, Kopf Builders reserves the right to make changes in price, specifications, or materials or to change or discontinue models without notice or obligation. Floor plan dimensions are approximate. Renderings are artist's conceptions. Copyright 2001 Kopf Builders. We have successfully and will continue to protect our copyright. 11/28/04



Legacy Pointe

GRANDE MASTERS

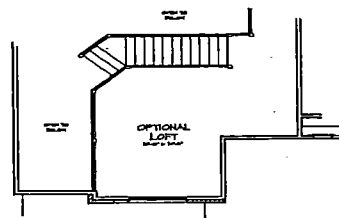
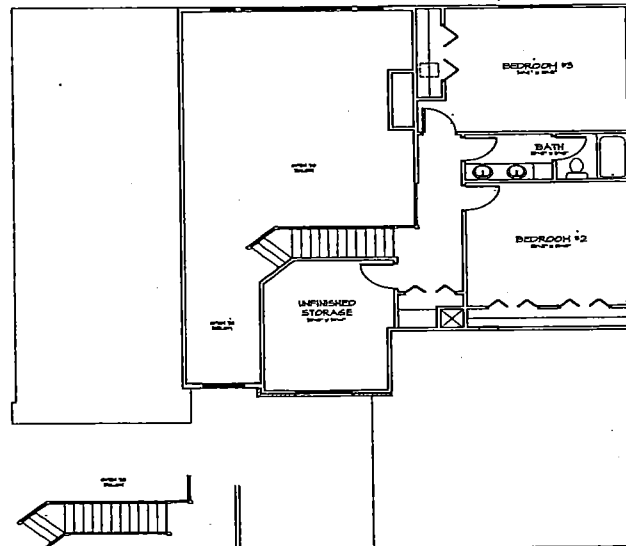
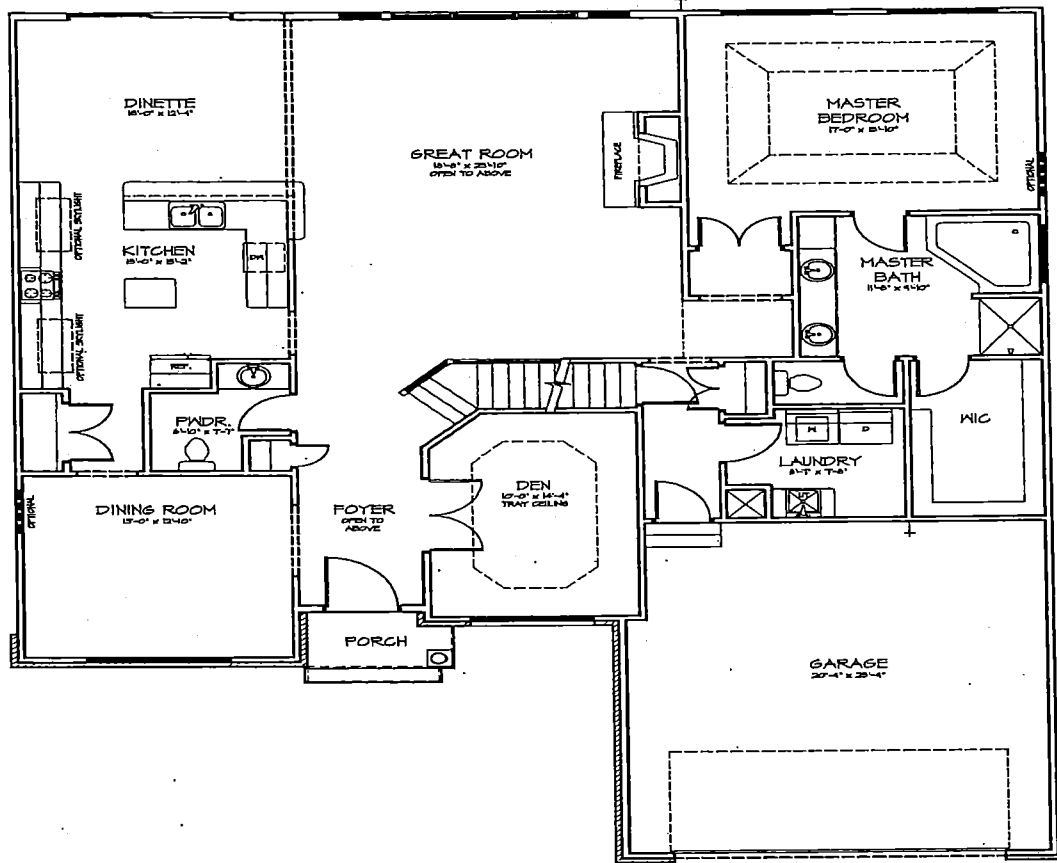


THE BRIGHTON

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THE BRIGHTON

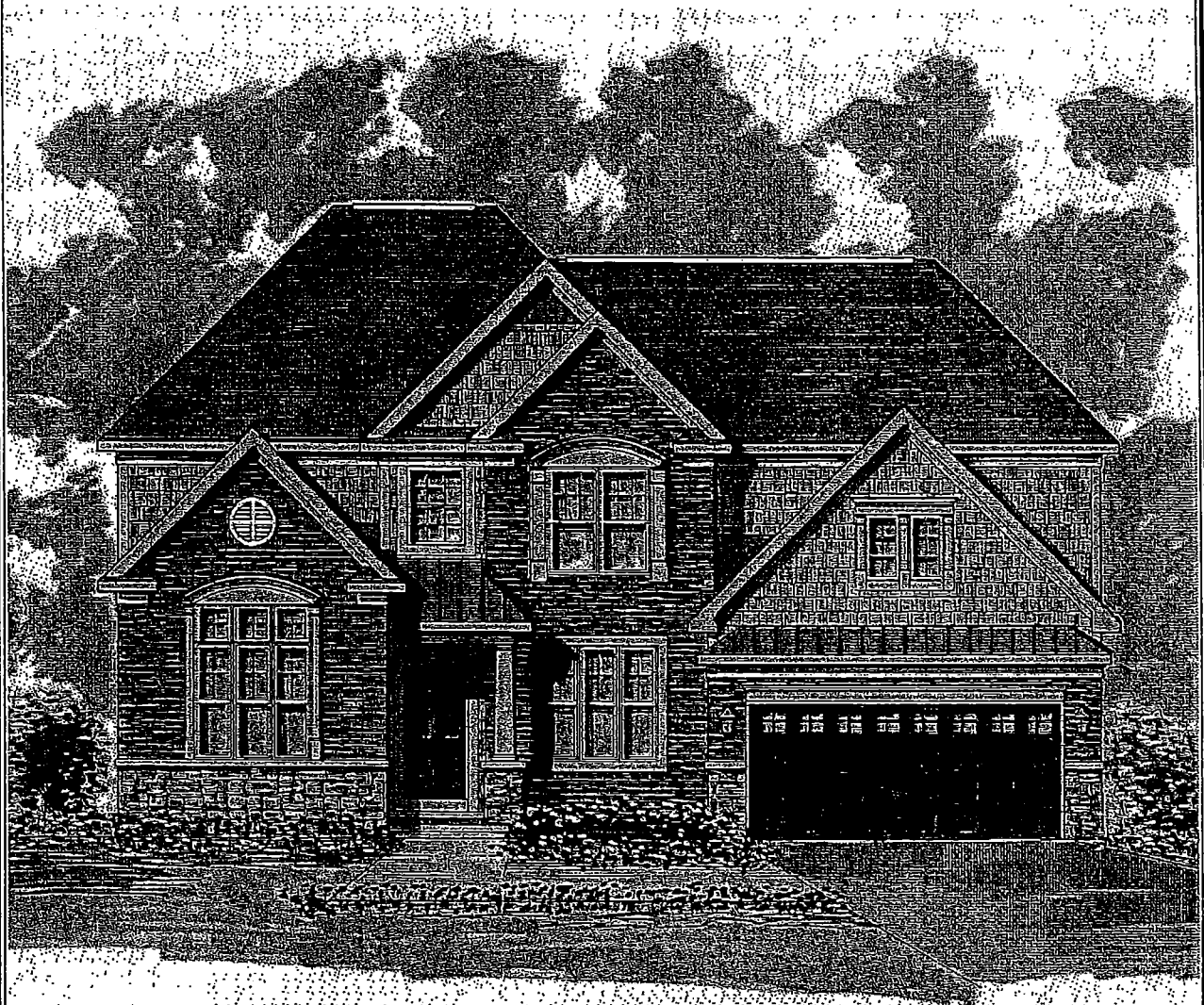
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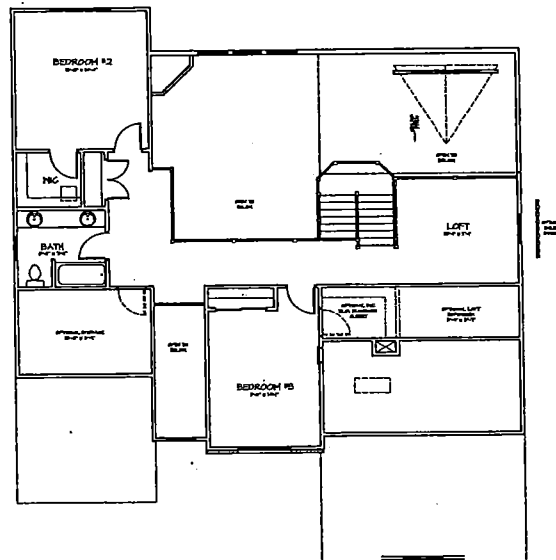
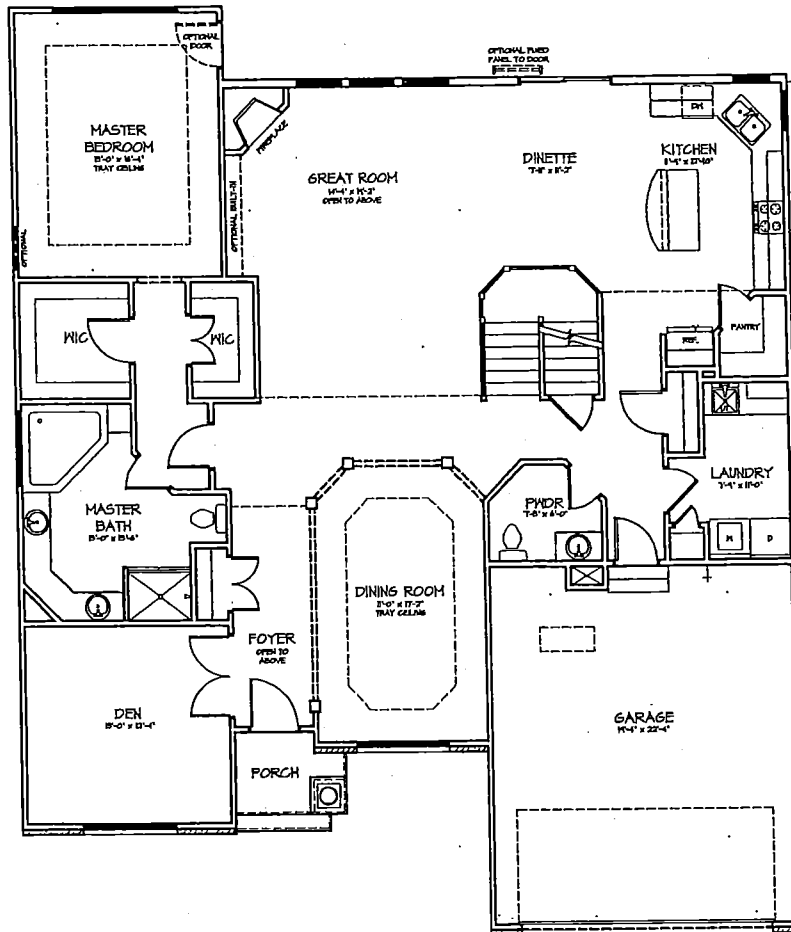


THE KENSINGTON

KOPF

REAL ESTATE

KOPF BUILDERS



THE KENSINGTON

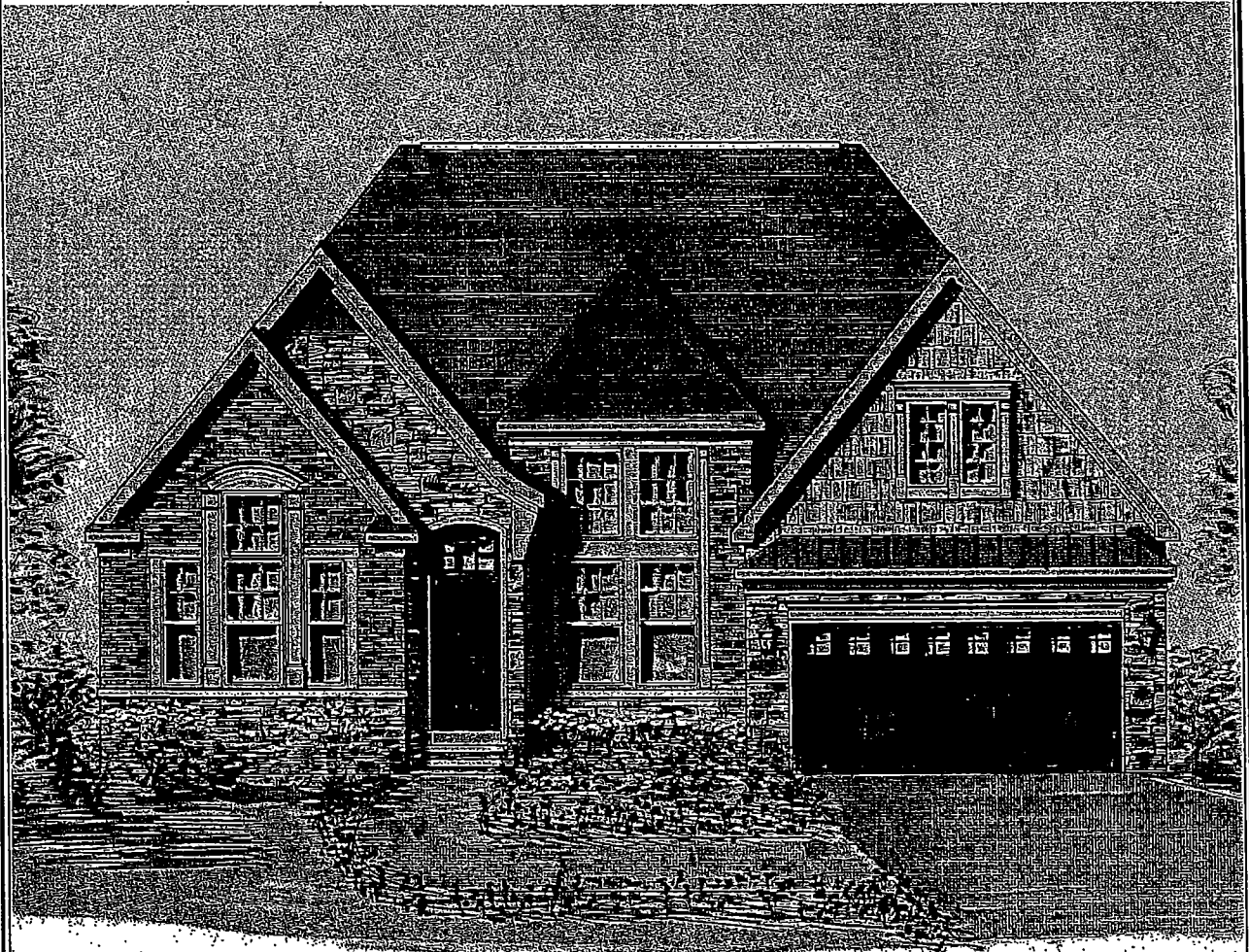
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Legacy Pointe

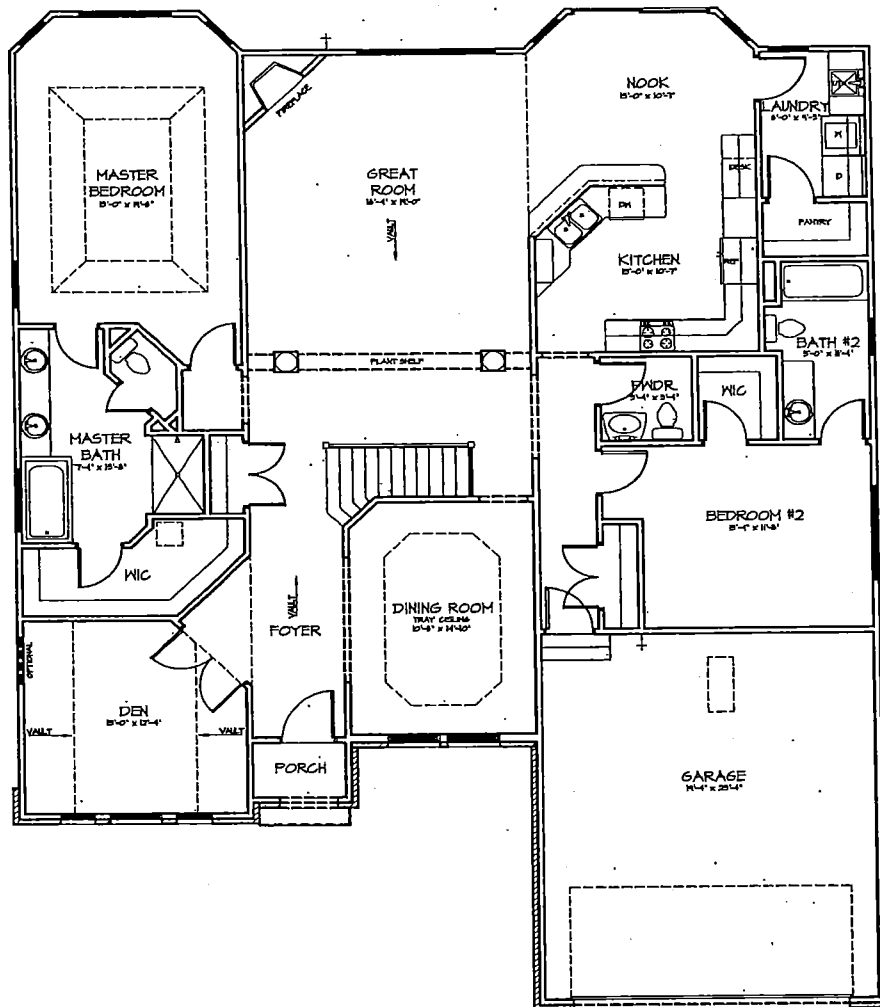
GRANDE MASTERS



THE STOCKTON

KOPF

BUILDERS



MAIN FLOOR



THE STOCKTON

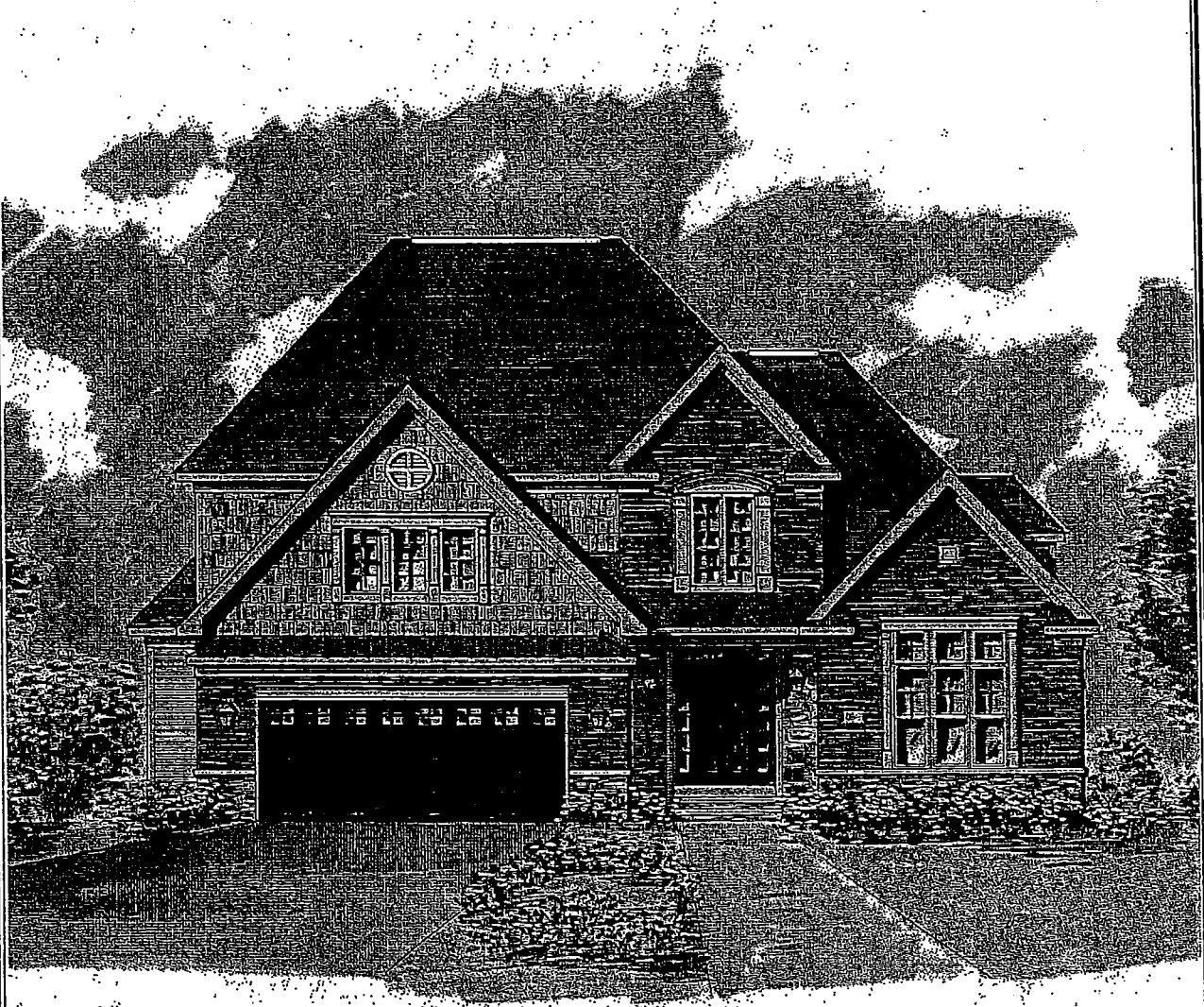
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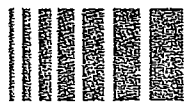


Legacy Pointe

GRANDE MASTERS



THE WESTLEIGH

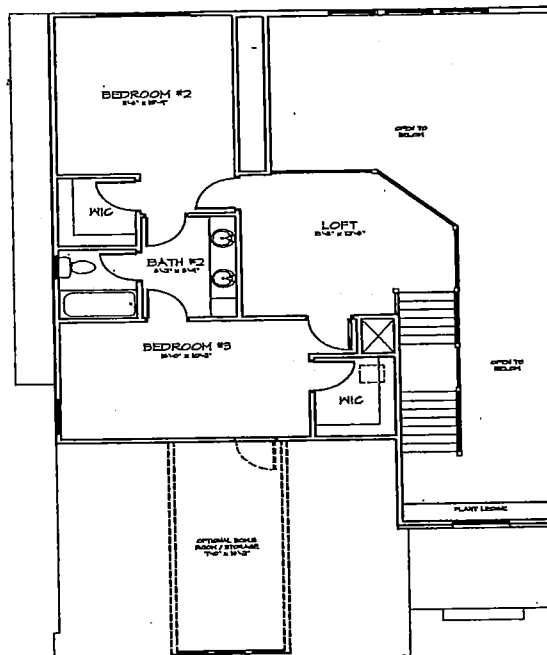
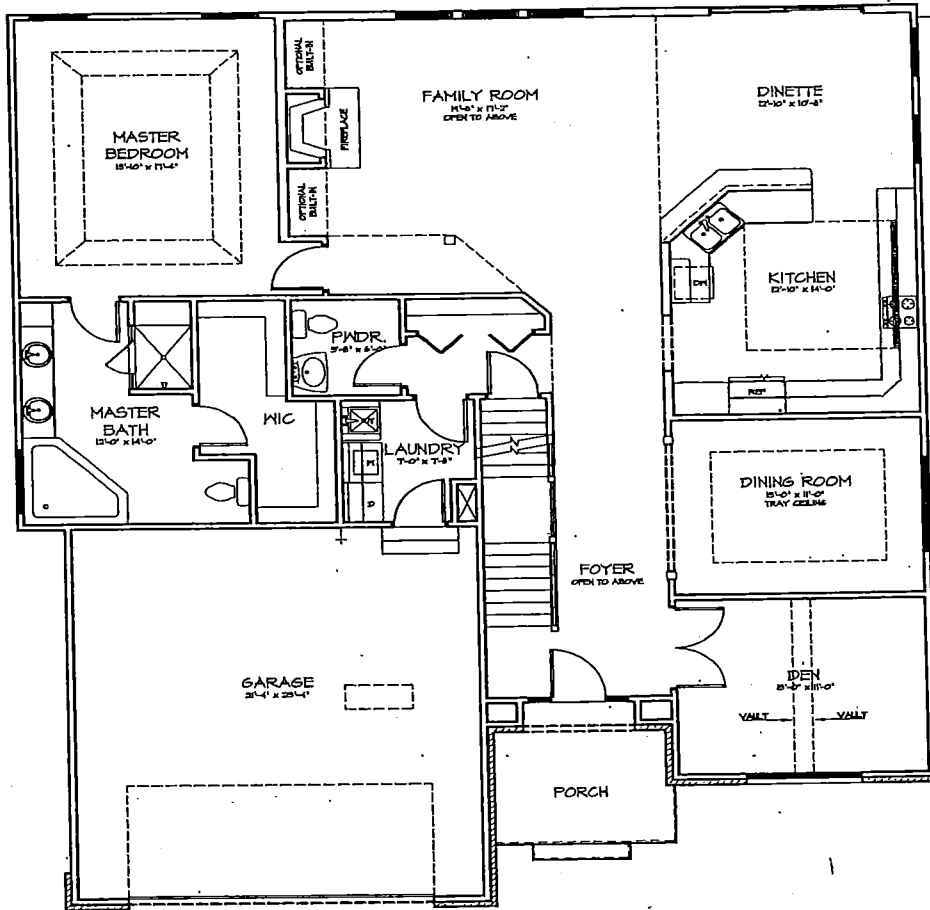


KOPF

BUILDERS

KOPF

BUILDERS



THE WESTLEIGH

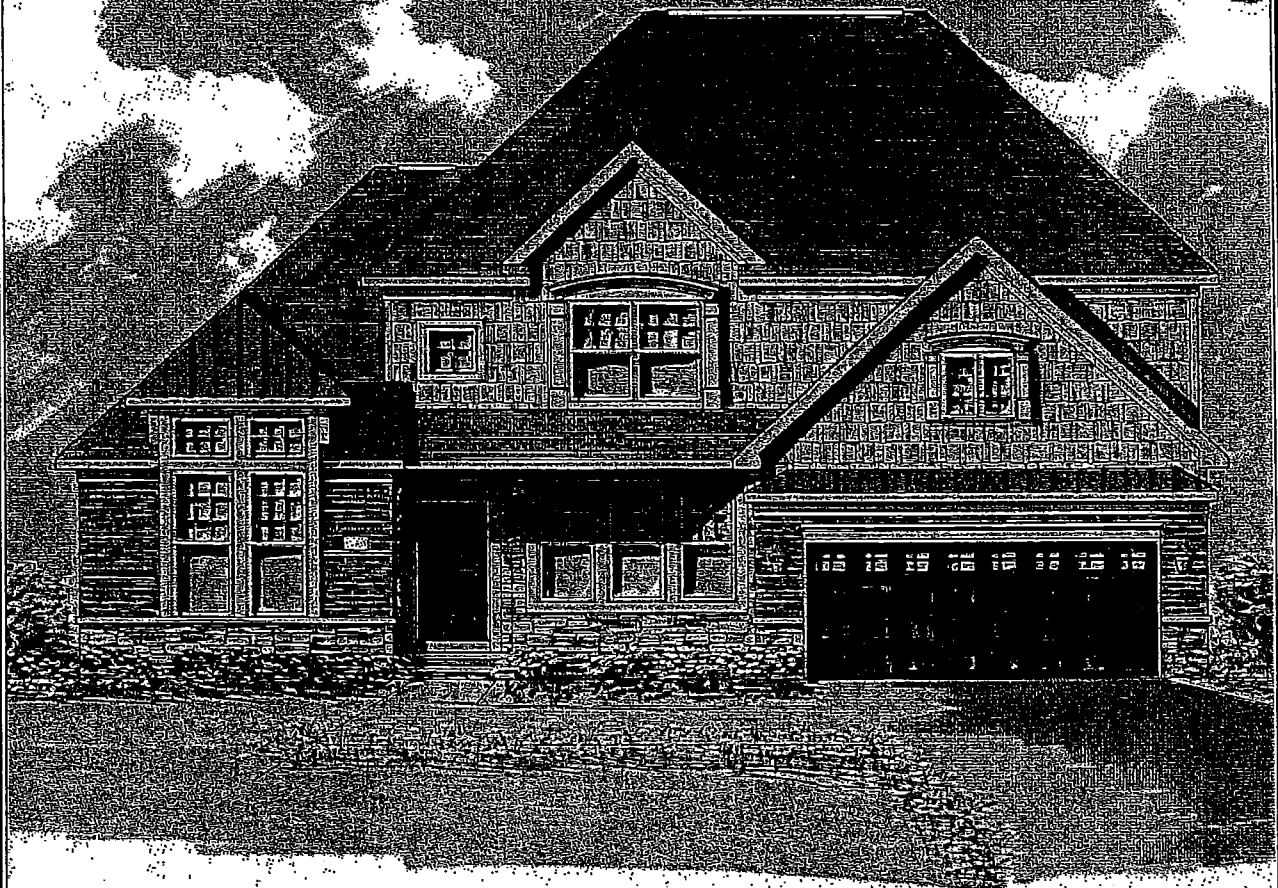
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Legacy Pointe

GRANDE MASTERS

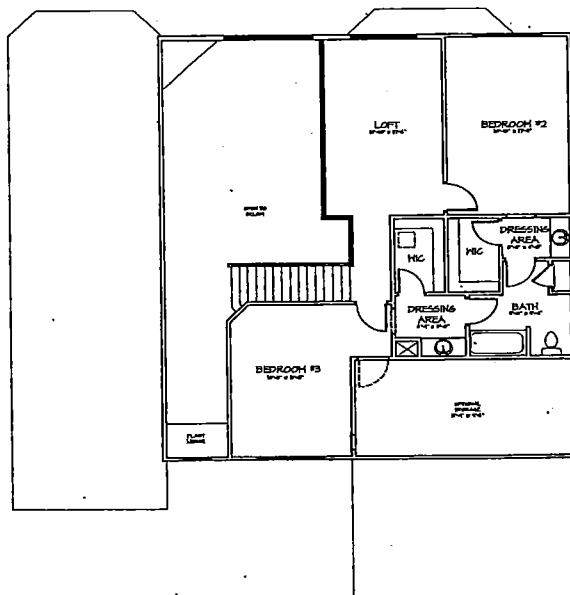
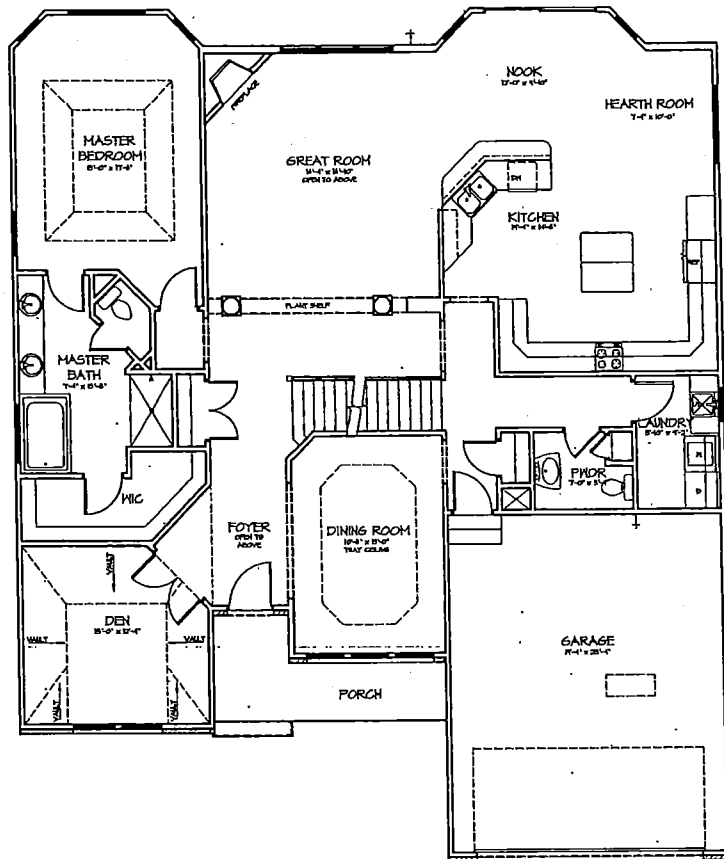


THE WORTHINGTON

 **KOPF**
BUILDERS

KOPF

BUILDERS



THE WORTHINGTON

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Avon Lake, Ohio 44012
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EXHIBIT 9

LEGACY POINTE CONDOMINIUM NO. 5

"Projected Budgets"
For Two Years (2007 & 2008)
For four units

The following is a projection of annual expenditures necessary to operate and maintain the Common Elements of Legacy Pointe Condominium No. 5. The budget assumes that Legacy Pointe Condominium No. 5 will be expanded to a total of thirty-four (34) Units.

	<u>Per Year</u>
Electricity (Common Elements)	\$400.00 ✓
General and Miscellaneous Maintenance	\$375.00 ✓
Common Elements Insurance	\$1,000.00 ✓
Rubbish Removal	\$300.00 ✓
Landscaping Service	\$2,600.00 ✓
Snow Removal	\$1,200.00 ✓
Management Fees	\$720.00 ✓
Office Supplies & Postage	\$15.00 ✓
Professional Fees	\$75.00 ✓
Common Elements Water & Sewer (includes sprinklers)	\$300.00 ✓
Reserves for Replacement of 10% of budget	\$695.00 ✓
TOTAL	\$7,680.00
Total Annual Maintenance Fee per Unit	\$1,920.00
Monthly Maintenance Fee per Unit Based on 34 units	\$160.00

Page 2- Projected Budget

1. Each Unit Owner is required to pay his proportionate share of the Condominium Expenses. The percentage of common area ownership of each Unit shall be the fraction of 1 divided by the total number of Units in the Condominium Property.
2. The Developer has made all assumptions based upon other condominium developments in the area, which Developer has constructed in the past several years.
3. In addition to the above, each original Purchaser of a Unit will be required to deposit \$250.00 into the Operating Fund of the Association. The Fund may be used by the Association as provided for in the Condominium Declaration and/or By-Laws of the Association.
4. Insurance for the Common Elements is a Common Expense, which provides property and some very limited liability coverage. Each Unit Owner should carry a homeowners policy to cover the Unit and its contents as well as his own liability for death or injury to persons or property.
5. Utilities – The following utility costs have been provided by the utility companies. They represent an average monthly utility cost for our standard floor plans and will vary depending on the size and design of the home, number of occupants, and the lifestyle of the occupants.

Gas	Heating & hot water @	\$70.00/month
Electric	Cooking, lighting, dryer, air conditioning and miscellaneous appliances @	\$100.00/month
Water	Water/Sewer	\$14.00/month
Telephone	Basic monthly rate with Century Telephone Company	\$23.00/month

6. In addition to the above, each Unit Owner is required to pay \$415.00 for the first year's Club assessments for The Legacy Pointe Recreational Association, Inc. as further described in the Condominium Declaration and the Subdivision Declaration.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

**LEGACY POINTE
NO. 5 CONDOMINIUM**

CERTIFICATE OF AUDITOR

This will certify that a copy of this Declaration, together with the drawings and other exhibits attached hereto, was filed in the office of the Lorain County Auditor on _____, 2007.

Lorain County Auditor

DECLARATION OF CONDOMINIUM OWNERSHIP
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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

LEGACY POINTE NO. 5 CONDOMINIUM

THIS DECLARATION is made and entered into this 27th day of July, 2007, by LEGACY POINTE, LTD., an Ohio limited liability company (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the "Act" (herein defined).

WHEREAS, Declarant is the owner in fee simple of Parcel "A" (herein defined) and desires to submit to the provisions of the Act the Condominium Property (herein defined), of which Parcel "A" is a part; and

WHEREAS, Declarant is the owner in fee simple of the Additional Condominium Property (herein defined) and desires to reserve the right to provide for the future submission to the provisions of the Act all or a part of the Additional Condominium Property, together with the Additional Residential Buildings (herein defined) and all other structures, improvements and facilities that hereafter may be constructed or installed on the Additional Condominium Property.

NOW, THEREFORE, Declarant hereby makes the following declarations as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that the Condominium Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent Owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns:

ARTICLE I
DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires), for all purposes of this Condominium Declaration, the By-Laws and the Drawings and any amendments thereto, shall have the respective meanings hereinafter set forth:

1.01 "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311, as the same may be amended or supplemented from time to time.

1.02 "Additional Condominium Property" means Parcels R-1, R-2 & R-3 or so much thereof as may hereafter be submitted to the provisions of the Act, the Additional Residential Buildings, and all other structures, improvements and facilities that may hereafter be constructed or installed on Parcels R-1, R-2 & R-3, all easements, rights and appurtenances thereto belonging, and all articles of personal property that may be owned by Declarant and may be located on Parcels R-1, R-2 & R-3 for the common use of the Unit Owners.

1.03 "Additional Drawings" means the drawings that shall accompany any amendment of this Condominium Declaration pursuant to which the Additional Condominium Property may be submitted to the provisions of the Act.

1.04 "Additional Residential Buildings" means that part of the Additional Condominium Property which will consist of such additional single family residential buildings as may be constructed on Parcels R-1, R-2 & R-3 pursuant to the provisions of Article XIX hereof.

1.05 "Assessments" means regular and special assessments charged proportionately against all Units for common purposes by the Association.

1.06 "Association" means Legacy Pointe Condominium Association No. 5, Inc., a non-profit corporation to be formed under Chapter 1702 of the Ohio Revised Code, which shall be a unit owners' association as defined in Section 5311.01(DD) of the Act.

1.07 "Association Board of Directors" means the Board of Directors of the Association as the same may be constituted from time to time.

1.08 "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit "C" and made a part hereof.

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

1.10 "Club Member" means 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.

1.11 "Common Expenses" means all costs, expenses and charges which the Association may charge against a Unit or a Unit Owner as Assessments pursuant to this Condominium Declaration, the By-Laws or the Act.

1.12 "Common Profits" means the amount by which total income received by the Association from any rental, fee, charge or other receipt (excluding Assessments) exceeds the expenses allocable to such income.

1.13 "Condominium Common Elements" means all parts of the Condominium Property except the Units.

1.14 "Condominium Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as so amended, by which the Condominium Property is submitted to the provisions of Chapter 5311 of the Act.

1.15 "Condominium Group Parcel" means 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 Condominium 1, Condominium 2, Condominium 3, Condominium 4, Condominium 5, and Condominium 6. 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.

1.16 "Condominium Ownership Interest" means a fee simple estate in a Unit, together with its appurtenant undivided interest in the Condominium Common Elements.

1.17 "Condominium Property" means Parcel "A" described in Exhibit "A" hereof, the Residential Buildings, all other structures, improvements and facilities that have been or may hereafter be constructed or installed on Parcel "A", all easements, rights and appurtenances thereunto belonging, and all articles of personal property owned by Declarant or the Association and now or hereafter located on Parcel "A" for the common use of the Unit Owners, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Condominium Declaration, the references herein to Condominium Property shall include the Additional Condominium Property.

1.18 "Condominium Roadways" means the private roadways upon which the Residential Buildings front and which roadways connect the driveways of the Units to the dedicated roadway known as English Turn; they are part of the Condominium Common Elements.

1.19 "Control Period" means the period commencing on the date hereof and ending on the earlier of: October 1, 2026; or, one (1) year after the date that construction of all Residences within Legacy Pointe have been completed, including Residences on additional Lots which Developer may, from time to time, elect to add to the land comprising Legacy Pointe, as provided in the Master Declaration.

1.20 "Declarant" means the developer, Legacy Pointe, Ltd., or its successors, assigns or designated representative.

1.21 "Drawings" means the drawings prepared and certified by The Henry G. Reitz Engineering Company, in accordance with Section 5311.07 of the Act, which Drawings are marked and identified as Exhibit "D"; provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Condominium Declaration, the reference herein to Drawings shall include the Additional Drawings.

1.22 "General Common Areas" means that part of the Land within the Subdivision from time to time made available for the general benefit of Legacy Pointe Lot Owners and Condominium Unit Owners. See the Master Declaration for a full description of "General Common Areas."

1.23 "General Provisions" means the covenants, restrictions and easements imposed pursuant to the documents identified in Exhibit "F" hereof.

1.24 "Golf Course" means the golf course improvements and the golf cart paths situated on the Golf Course Property.

1.25. "Golf Course Property" means 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 or the Master 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, the 27.5574 acre area designated as Block "G" on the Plat of the Subdivision, the .3489 acre area designated as Block "K" on the Plat of the Subdivision, the .5448 acre area designated as Block "M" on the Plat of the Subdivision, the 24.9667 acre area designated as Block "N" on the Plat of the Subdivision, and the 35.0922 acre area designated as Block "O" on the Plat of the Subdivision.

1.26 "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.

1.27 "Hub" means 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.

1.28 "Island Area" means 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.

1.29 "Land" means the real estate from time to time subject to the provisions of the Master Declaration. Initially, the Land shall consist of the real estate described in Exhibit "A" of the Master Declaration, 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 the Master 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 the Master Declaration.

1.30 "Legacy Pointe Development" shall mean the Land and all improvements thereon and appurtenances thereto.

1.31 "Limited Common Elements" means the Condominium Common Elements reserved for the use of a certain Unit to the exclusion of all other Units.

1.32 "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," Block "G," Block "H," Block "I," Block "J," Block "K," Block "L," Block "M," Block "N," Block "O," Block "P," Block "Q," or Block "R." Developer reserves the right to amend the Master Declaration to change any of the references to particular Lot numbers contained herein in order to make the Master Declaration consistent with any revised or amended Plat and/or any revised numbering of Lots on any revised or amended Plat.

1.33 "Master Declaration" means the Master Declaration of Restrictions, Reservations and Covenant for Legacy Pointe and all of the Exhibits attached to it, as originally executed, and filed with the Lorain County Recorder on December 20, 2001 as Document No. 799005 of Lorain County Records or if amended, as so amended. The Master Declaration and any amendments thereto are hereby incorporated herein by reference as if fully rewritten herein.

1.34 "Occupant" means the natural person or persons in possession of a Unit.

1.35 "Owner" means any person or entity who acquires fee simple title to a Lot, Unit, or Residence.

1.36 "Parcel 'A'" means the land described in Exhibit "A" hereof.

1.37 "Parcel A" means that part of the Additional Condominium Property consisting of land described in Exhibit "B" hereof.

1.38 "Plat" means the drawings 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, Subdivision No. 2, recorded in Plat Volume 75, Pages 62-64, Subdivision No. 3, recorded in Plat Volume 80, Pages 26-27, and Subdivision No. 4, recorded in Plat Volume 89, Pages 42-43 of the Lorain County Records and Legacy Pointe Subdivision No. 5 (proposed); 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 the Master Declaration.

1.39 "Preliminary Plan" means 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 the Master Declaration and is attached hereto.

1.40 "Recreational Area" means that portion of the Land the Declarant has designated and set aside for the recreational use of the Owners of Residences located within the Legacy Pointe Development and their authorized tenants and invited guests as Block "J" on the Plat.

1.41 "Residential Buildings" means that part of the Condominium Property consisting of the single family residential units constructed on Parcel "A", provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Condominium Declaration, the references herein to Residential Buildings shall include the Additional Residential Buildings.

1.42 "Residence" means 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 seventy (270) Residences will be included within the first four phases of the Legacy Pointe Development, additional land and phases may be added to the development and more than two hundred and seventy (270) 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.

1.43 "Rules" means such rules or regulations as the Association periodically may adopt relative to the use of all or any part of the Condominium Property.

1.44 "Special Charges" means all costs, expenses and charges (excluding Assessments) which the Association shall charge against a Unit or a Unit Owner pursuant to this Condominium Declaration, the By-Laws or the Act.

1.45 "Subdivision" means 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 one-hundred and thirteen (113) single family residential Lots within the initial five phases of the Subdivision and a combined total of one hundred and two-hundred and fifty-seven (257) Condominium Units and other Residences contemplated within the initial five phases of the Subdivision. However, Developer has the right to amend the Master Declaration and its related documents to expand or to reduce the number of Lots within the Subdivision and the number of voting members of the Association. The Developer has not yet determined the size, style and number of all of the proposed single family homes and Condominium Units. The Developer intends to develop and plat the Subdivision in phases, and to amend the Master Declaration for each phase of Lots at the time each such phase is developed.

1.46 "Unit" means that part of the Condominium Property designated in Article VI hereof and delineated as a unit on the Drawings, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Condominium Declaration, the references herein to "Unit" shall include each Unit comprised as part of the Additional Condominium Property.

1.47 All other terms and/or words used herein that are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein as set forth therein.

ARTICLE II SUBMISSION TO CONDOMINIUM STATUTES

Declarant hereby submits the Condominium Property to the provisions of the Act.

ARTICLE III NAME OF CONDOMINIUM PROPERTY

The Condominium Property shall be known as LEGACY POINTE NO. 5 CONDOMINIUM.

ARTICLE IV PURPOSE AND RESTRICTIONS AFFECTING THE PROPERTY

4.01 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of four (4) single family Units, each as designated and delineated in Article VI of this Condominium Declaration and in the Drawings, each of which constitutes a separate dwelling, each of which constitutes a single freehold estate and each of which has an undivided interest in the Condominium Common Elements appurtenant to it. The

dimensions, layout, designation, location and approximate area of the Condominium Common Elements and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

4.02 The use of the Condominium Property is subject to the following conditions and restrictions:

- (a) Those set forth in Article II and Article V of the Master Declaration;
- (b) Each Unit shall be used and occupied solely as a single family dwelling and for no other purpose. No part of the Condominium Property shall be utilized as a commercial facility nor shall any trade, business, occupation or profession be conducted therein. With the exception of the business of the Declarant in developing, constructing and selling the Units, no industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or in the Condominium Common Elements; provided, however, a Unit Owner or Occupant may incidentally use an immaterial portion of his Unit for an office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Unit Owners or Occupants, that such use does not result in any Unit becoming principally an office, school or studio as distinct from a Unit, 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 Unit which could indicate that the same is being utilized other than as a single family dwelling. However, in no event, shall a day care center be operated in any Unit.
- (c) No part of the Condominium Property shall be occupied in a manner which will result in the cancellation of or in the increase of the rate of any insurance policy maintained in respect of the Condominium Property or which would be in violation of any law or regulation of governmental authority. No waste shall be committed in the Condominium Common Elements.
- (d) No noxious or offensive activity shall be carried on in any Unit or in the Condominium Common Elements, nor shall any other activity be permitted therein which shall endanger the health or unreasonably disturb the quiet of the neighborhood or result in annoyance or nuisance to the Unit Owners or the Occupants of other Units.
- (e) The Condominium Common Elements shall at all times be kept unobstructed and free and clear of all rubbish, debris and other unsightly materials.

- (f) Except as hereinafter provided, no change, alteration, construction, decoration, placement of statuary or yard ornamentation of any kind shall be permitted in the Condominium Common Elements. For a period of seven (7) years following the date of the recording of this Declaration (and for an additional period of seven (7) years if Declarant should exercise its option to extend as provided in Article XIX) Declarant shall have the right to alter and modify certain Units by the construction and addition of one or more of the following improvements: unenclosed patios, decks or similar improvements. Said construction by Declarant shall be authorized by the Board of Directors. All such improvements shall be construed as Limited Common Elements, reserved for the exclusive use of the Unit to which such improvement is made. No free-standing basketball hoops, swing sets, slides, playground equipment, sheds, barns, tents, tree houses or other such structures or devices shall be permitted in the Condominium Common Elements.
- (g) Except as provided for in paragraph (f) above, no change, alteration, construction or re-decoration of any kind shall be permitted to the exterior of any Unit or its appurtenant deck, porch, patio, driveway or walks, including any change of color of the exterior of any Unit. Landscaping within Limited Common Elements shall be done in accordance with Rules set by the Association and, with the exception of lawns, shall be maintained by the Unit Owner or Occupant of that Unit to which the Limited Common Element is appurtenant.
- (h) No natural, artificial or man-made fence or hedge, or natural, artificial or man-made wall (other than any wall which is part of a Unit), trellis, arbor or any similar natural, artificial or man-made means of screening or physically separating one Unit from another shall be permitted.
- (i) Except with respect to identification or directional signs within any identification area or within the Condominium Common Elements, and except with respect to any signs identifying Legacy Pointe No. 5 Condominium, no sign, billboard, window display or other advertising device (except a reasonable sign not larger than six square feet offering the Unit for sale) shall be erected, placed or suffered to remain upon the Condominium Property, except as shall be permitted by the written consent of the Association Board of Directors, or as shall be installed by Declarant in connection with its sale of the Units comprised as part of the Condominium Property.
- (j) The Condominium Common Elements shall be used in conformity with the Rules.
- (k) No Unit Owner or Occupant shall cause or permit anything to be hung or displayed on the outside or inside of the windows or placed on the outside walls of the Units, and no sign, awning, canopy and shutter, other than those

of similar appearance as installed by the Developer, shall be affixed to or placed upon the exterior walls or roofs or any part thereof, or on or in the Condominium Common Elements. No outside clothesline or drying in the yard shall be permitted on any Unit or Condominium Common Element. A satellite dish or similar receiver and/or a radio or television antenna shall not be installed unless an Unit Owner first reviews any Rules prescribed by the Association Board of Directors pertaining to a satellite dish, receiver or antenna; submits a written request for approval to the Association Board of Directors detailing the desired satellite dish, receiver or antenna and its placement on the Condominium Property; and obtains the written approval of the Association Board of Directors for the satellite dish, receiver or antenna; provided however, in all events, an Unit Owner shall not install a satellite dish or receiver that is larger than 18 inches in diameter. Wind chimes shall not be placed on any Condominium Unit or in the Common Elements or Limited Common Elements.

- (l) No horses, chickens or other fowl, livestock or other animals of any kind shall be raised, kept, harbored, or permitted upon any part of the Condominium Property, except common household pets (such as domestic birds, dogs and cats) may be kept within any Unit, provided that they are not kept, bred, or raised thereon for commercial purposes. No more than three dogs or cats more than four months old may be kept by any Unit Owner or within any one Unit. Any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property upon three days written notice from the Association.
- (m) Nothing shall be done in any Unit or in, on or to the Condominium Common Elements which will impair the structural integrity or change the appearance of the Residential Buildings.
- (n) Except as provided for in paragraph (f) above, nothing shall be altered, added or constructed in or removed from the Condominium Common Elements except with the prior written consent of the Association Board of Directors.
- (o) The Units shall not be rented by the respective Unit Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than three months, or (ii) any rental if the Occupants of the Units are provided customary hotel service, such as room service for food and beverage, maid service, or the furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of the respective Units shall have the absolute right to lease the same, provided that said lease is made subject to the covenants and restrictions in this Condominium Declaration, the By-Laws and the Rules.

- (p) During the period in which sales of Units by the Declarant or its agents are in progress, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Declarant, one or more Units and such portions of the Condominium Common Elements as Declarant considers necessary, for business or promotional purposes, including clerical activities, sales offices and model Units for display and the like.
- (q) Any unenclosed parking area(s) (being those parking areas other than the parking spaces in the garages) shall only be used for the periodic parking of automobiles and non-commercial trucks and not for the parking of any other kind of vehicle nor for the storage of any automobile or other vehicle or item. No boats, campers, mobile homes, trailers, commercial trucks, recreational vehicles or the like shall be parked or stored either (i) on any street or driveway within the Condominium Property or (ii) otherwise outside of any Unit or any unenclosed parking area. The foregoing parking and storage restrictions shall not apply to the parking or storage of construction vehicles and equipment reasonably necessary to construct any Unit or other improvement in or to the Condominium Property. Any automobile (other than an automobile periodically parked, as permitted herein), vehicle or other item occupying such a space (or any portion thereof) may be removed and/or stored at the sole expense of the Unit Owner who shall have caused or permitted an improper use of said unenclosed parking area(s).
- (r) There shall be no driving or riding of any motor vehicles upon any non-paved area of the Condominium Property. Without limiting the generality of the foregoing, specifically prohibited within any non-paved area are motor vehicles such as motorcycles, motorbikes, minibikes, mopeds, all terrain vehicles and snowmobiles.
- (s) No powered vehicle of any kind shall be constructed or repaired on the Condominium Property except for normal maintenance performed by a Unit Owner or Occupant entirely within the garage that is appurtenant to the Unit of such Unit Owner or Occupant.
- (t) 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, in any Unit or Condominium Common Element, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Condominium Property.
- (u) No lumber, metals, bulk materials, 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

Condominium Property, except normal residential accumulation pending pick-up, 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.

- (v) A 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 in the garage which shall be subject to regulation by the 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, shall be kept from public view.
- (w) No oil or gas well or derrick shall be drilled or maintained upon any part of the Condominium Property. No elevated or exterior tank of any kind shall be erected, placed or permitted upon the Condominium Property.
- (x) No building permit shall be sought from a governmental authority for the construction or alteration of any Unit within The Condominium Property unless and until the Unit Owner has filed with the required governing authority plans for the improvement, which plans must, when filed, show the receipt of the approval of the Association. Notwithstanding the foregoing, construction undertaken by Declarant shall not be required to have the Association's approval.
- (y) The use of the Condominium Property shall be subject to such additional restrictions as may be set forth in the Rules.
- (z) No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as the Declaration, as amended. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or Occupant, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

ARTICLE V
GENERAL DESCRIPTION OF PROPERTY

5.01 The Condominium Property is principally comprised of four (4) single family Units (identified as Building Nos. 1 to 4 in the Drawings). Each Unit bears the identifying number as shown on the Drawings. The addresses, type of Units, square footage of each Unit and a description of the Units are set forth in Exhibit "E" attached hereto. Each Unit also has appurtenant to it a two or three car attached garage.

ARTICLE VI
DESCRIPTION OF UNIT

6.01 Subject to the provisions of Article VII hereof, each Unit consists generally of the entire Residential Building (with attached garages) including the foundation, walls, and roof together with everything contained within the building such as heating, electrical and plumbing equipment and fixtures, appliances and that portion of the utility systems as are located wholly within and/or servicing solely that Unit to which the same are appurtenant. The dimensions, layout, designation and location of the Condominium Common Elements, Limited Common Elements and the Units are shown graphically or in text on the Drawings.

6.02 No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Drawings.

6.03 Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, and to the ownership of an undivided interest in the Condominium Common Elements in the percentage designated in Exhibit "E".

6.04 The basement(s) of any Unit(s).

ARTICLE VII
CONDOMINIUM COMMON ELEMENTS

7.01 That part of the Condominium Property which comprises the Condominium Common Elements consist of the following:

- (a) All parts of the Condominium Property which have not been designated or delineated as part of the Units in this Condominium Declaration or in the Drawings (including the Limited Common Elements described in Section 7.02 hereof and the Condominium Roadways).
- (b) Any Units that may be used by the Association.

7.02 The Limited Common Elements consist of the following:

- (a) The driveway and apron which is accessory to each Unit and which connects to a Condominium Roadway.
- (b) The walkways connecting from the driveway to each Unit.
- (c) The patios and/or decks accessory to each Unit.
- (d) Any utility pipe, line or system connecting a single Unit to a main or trunk, which main or trunk serves more than a single Unit; any sump pump serving a single Unit.
- (e) That portion of the Condominium Common Elements consisting of the land surrounding the Unit and patio or deck, if any, and delineated as Limited Common Elements on the Drawings, including the land within three feet from the foundation and patio or deck, if any, of such Unit which may be used for planting by the Unit Owner, subject to the Rules of the Association.
- (f) That portion of the Condominium Common Elements consisting of the land off of the main rear wall of the Unit and delineated as Limited Common Elements on the Drawings, which may be used for the construction of a deck or patio by the Declarant pursuant to Article IV, Section 4.02(f).
- (g) That portion of the real property (land) upon which a Unit is situated.

7.03 The Condominium Common Elements comprise, in the aggregate, a single freehold estate owned by the Unit Owners as tenants in common as to which the respective percentages of interest therein appertaining to each of the Units referred to in Section 4.01 hereof are set forth in Exhibit "E", were based upon a par value of 1 divided by the number of Units in the Condominium Development. Except as permitted in Article XIX hereof, the percentages of interest, as set forth in Exhibit "E", cannot be altered or amended except by an amendment to this Condominium Declaration unanimously approved by all the Unit Owners affected. The undivided interest in the Condominium Common Elements shall not be separated from the Unit to which said interest is appurtenant, and said interest shall be automatically conveyed, encumbered or leased with the Unit even though such interest is not expressly referred to in any deed, mortgage or lease in respect of said Unit.

7.04 In any deed, mortgage, lease or lien created in respect of any interest or estate in a Unit, it shall be sufficient to describe such Unit by setting forth the name of the Condominium Property, the Unit designation, and the Lorain County Recorder's Volume and Page references in respect of the recording of this Condominium Declaration and the Drawings.

7.05 The Unit Owner shall have the right to use the outdoor parking spaces within the Condominium Property as shown on the Drawings which are not designated as Limited

Common Elements, on a non-exclusive basis in common with other Unit Owners and their respective guests and invitees, which use shall be subject to reasonable Rules from time to time established by the Association.

ARTICLE VIII UNIT OWNERS' ASSOCIATION

Declarant shall cause to be incorporated and organized the Association which shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest. Membership in the Association is limited solely to Unit Owners, and all Unit Owners shall be members. Each Unit Owner shall be bound by the Articles of Incorporation, the By-Laws and the Rules. Such membership shall terminate upon the sale or other disposition by such member of his Condominium Ownership Interest, at which time the successor owner of said Condominium Ownership Interest shall automatically become a member of the Association. The governance of the Association and the administration of the Condominium Property shall be in accordance with the provisions of the Act, this Condominium Declaration and the By-Laws. The Association Board of Directors and officers of the Association, elected as provided in the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this Condominium Declaration upon the Association, provided, however, that any such power, duty or right shall be exercisable or dischargeable by, or vested in, an officer of the Association or member of the Association Board of Directors solely in his capacity as said officer or member of said Association Board of Directors, and said officer or member of the Association Board of Directors is authorized to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Condominium Declaration and the By-Laws.

ARTICLE IX SERVICE OF PROCESS

The Association shall from time to time designate an Ohio resident as Statutory Agent to receive service of process for the Association. Until such designation is made, Jay C. Marcie, having an address at 412 Avon Belden Road, Avon Lake, Ohio 44012, shall be designated as such Statutory Agent. The name and address of the Statutory Agent (and of each successor) shall be filed with the Ohio Secretary of State on the appropriate forms prescribed therefor.

ARTICLE X DUTIES OF ASSOCIATION

10.01 Except as otherwise provided in Article XI of this Condominium Declaration, the Association at all times, at its cost, shall maintain the Condominium Common Elements in good order, condition, replacement and repair, and shall maintain, plant, seed, reseed, fertilize, cut, and trim all the lawns comprised as part of the Condominium Property including the Limited Common Element defined in Sections 7.02(e) hereof and shall edge and mulch all landscape beds and shall trim all shrubs, bushes and trees. The Association shall plow snow from the driveways and all front sidewalks, which sidewalks are in areas designated as Limited Common

Elements in Section 7.02 hereof as well as from the Condominium Roadways. The Association shall be responsible for the tree lawn abutting the Condominium Property.

10.02 The Declarant, prior to the formation of the Association, and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than one year and shall be terminable at any time for cause upon ninety days prior written notice. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than one year following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the By-Laws required by Section 5311.08 of the Act. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant or with any partner, owner, officer, agent, contractor or employee of Declarant without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

ARTICLE XI DUTIES OF UNIT OWNERS

11.01 Each Unit Owner at all times shall:

- (a) Except as set forth in Article X, clean, maintain, repair and replace, at his cost, his Unit and the Limited Common Elements appurtenant to his Unit in good order, condition, replacement and repair, subject, however, to the provisions of Article X and XIV hereof;
- (b) Maintain, repair and replace, at his cost, that portion of the utility systems appurtenant to his Unit designated as Limited Common Elements in Section 7.02 hereof as well as that portion of the utility systems located wholly within and/or servicing only his Unit, subject, however, to the provisions of Article XIV hereof;
- (c) Perform his responsibilities in such a manner as shall not unreasonably disturb the Occupants of other Units;
- (d) Pay all costs for utility services furnished to his Unit, and for the Limited Common Elements appurtenant to his Unit;

- (e) Promptly report to the Association or the Managing Agent (if any) employed by it the need for any repairs to any portion of the Condominium Property which are the obligation of the Association to maintain hereunder;
- (f) Reimburse the Association for such costs, if any, in excess of proceeds of insurance, as the Association shall incur for maintaining, repairing or replacing any portion of the Condominium Common Elements (including those portions thereof designated in this Condominium Declaration as Limited Common Elements) which may be damaged or destroyed by his act or negligence or by the act or negligence of any of his tenants, invitees, licensees or guests.

11.02 If any Unit Owner fails to perform any act required of such Unit Owner by this Condominium Declaration, the By-Laws or the Rules of the Association, the Association may, but shall not be obligated to undertake such performance or cure such violation, and shall charge and collect from the defaulting Unit Owner the entire cost and expense, including reasonable attorney's fees, incurred by the Association in effecting such performance or cure. Any such amount shall be deemed to be an additional Assessment upon such Unit Owner and such Unit Owner's Unit, and shall be due and payable with the payment for Common Expenses which falls due next following notification by the Association of such Assessment; and the Association may obtain a lien for said amount against such Unit Owner and such Unit Owner's Unit, to the extent as if it were a lien for Common Expenses.

11.03 Each Unit Owner shall have the right to mortgage and/or encumber his own respective Unit, together with his respective ownership interest in the Condominium Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except his own Unit and his own respective ownership interest in the Condominium Common Elements as aforesaid.

11.04 Each Unit and its percentage interest in the Condominium Common Elements shall be deemed to be a separate parcel for all purposes of taxation and assessment or of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Condominium Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Condominium Common Elements.

ARTICLE XII

COMMON EXPENSES AND SPECIAL CHARGES; COMMON PROFITS

12.01 The costs, expenses and charges paid or incurred by the Association, for the common purposes of the Unit Owners, in administering the Condominium Property, in performing its duties and in furnishing the services authorized or required to be furnished by it pursuant to this Condominium Declaration, the By-Laws and the Act together with the allocable share of the Common Facilities Costs imposed pursuant to the General Provisions shall be Common Expenses, assessed and collected in the manner provided by the By-Laws.

12.02 Prior to imposing a charge for damages or an enforcement assessment (Special Charges), the Association Board of Directors shall give the Unit Owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the owner has a right to a hearing before the Association Board of Directors to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing, as set forth below;
- (e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

To request a hearing, the Unit Owner shall deliver a written notice to the Association Board of Directors not later than the tenth day after receiving the above referenced notice. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Association Board of Directors may immediately impose a charge for damages or an enforcement assessment. If a Unit Owner requests a hearing, at least seven days prior to the hearing the Association of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. The Association Board of Directors shall not levy a charge or assessment before holding any hearing that is timely requested.

Within thirty days following a hearing at which the Association Board of Directors imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the Unit Owner. Any written notice that this section requires shall be delivered to the Unit Owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

12.03 Any Assessment or Special Charge not paid within ten days after the same shall have become due and payable shall bear interest at the rate of ten percent (10%) per annum or such other interest rates as are from time to time established by the Association (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Association shall also have the right to establish a late charge for delinquent payments in addition to interest charges. The Association shall have a lien upon the estate or interest in any Unit of the Unit Owner thereof and its percentage of interest in the Condominium Common Elements, for the payment of the portion of the Common Expenses, Assessments and/or Special Charges chargeable against such Unit (together with the amount of any costs, including without limitation reasonable attorney's fees, recording costs, title reports and/or court costs incurred by the Association in connection herewith) which remain unpaid for ten days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or other authorized office of the Association, is filed with the Recorder of Lorain County,

Ohio, pursuant to authorization given by the Association Board of Directors. Such certificate shall contain a description of the Unit, the name or names of the record Unit Owner or Owners thereof, and the amount of such unpaid portion of the Common Expenses, Assessments and/or Special Charges and costs together with a statement that such amount is more than Ten (10) days overdue. Unless renewed or unless sooner released or satisfied in the same manner as 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, such lien shall remain valid for a period of five years from the time of filing thereof. In addition, the Unit Owner and any Occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

12.04 The lien provided for in Section 12.03 of this Article XII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the President or other officer of the Association pursuant to the authority given him by the Association Board of Directors. In any such foreclosure action, the Unit Owner or Owners of the Unit as the defendants shall be required to pay reasonable rental for the Unit during the pendency of such action. The Unit Owners Association or the holder of the lien shall be entitled to the appointment of a receiver to collect the same. Each rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the unit during the foreclosure action. In a foreclosure action the holder of a lien on a unit commences, the holder of that lien shall name the Unit Owners Association as a defendant in the action. In any such foreclosure action, the Association, or its agent duly authorized by action of the Association Board of Directors, shall be entitled to become a purchaser at the foreclosure sale.

12.05 A mortgage on a Unit may contain a provision that secures the mortgagee's advances for the payment of the portion of the common expenses chargeable against the unit upon which the mortgagee holds the mortgage.

12.06 In the event a mortgage in whose favor a first mortgage or second mortgage shall have been granted with respect to any Unit shall acquire title to the Unit as a result of the foreclosure, such mortgage, its successors and assigns, shall not be liable for the share of the Assessments and Special Charges assessed by the Association with respect to such unit as shall become due prior to such acquisition of such title to such Unit. Such unpaid share of Assessments and Special Charges shall, in any event, be Common Expenses collectible from and allocated to all of the Units, including such Unit, the title to which shall have been obtained as a result of foreclosure or deed in lieu of foreclosure.

12.07 In the event that a Unit shall be voluntarily conveyed by a Unit Owner, other than a mortgagee who shall have obtained title thereto as a result of foreclosure or deed in lieu of foreclosure, the Grantee thereof (automatically upon acquiring title thereto) shall be liable for all unpaid Common Expenses and Special Charges which shall have become due prior to such conveyance, without prejudice, however, to the right of the Grantee to recover from his Grantor such amounts as shall be paid by the Grantee therefor.

12.08 Unless retained by the Association Board of Directors as Reserves, the Common Profits, if any, shall be distributed among the Unit Owners according to the undivided interests in the Condominium Common Elements appurtenant to their respective Units.

12.09 Upon the conveyance or transfer of title to a Unit (whether voluntarily or involuntarily), all funds, credits and Common Profits then pertaining to such Unit shall automatically inure to the sole benefit of the Grantee or transferee of such Unit.

12.10 The Association shall credit payments made by a Unit Owner for the expenses described in this section in the following order of priority: first, to interest owed to the Association; second, to administrative late fees owed to the Association; third, to collection costs, attorney's fees, incurred by the Association; fourth, to the principal amounts the Unit Owner owes to the Association for the Common Expenses or penalty assessments (Special Charges) chargeable against the Unit.

ARTICLE XIII EASEMENTS

13.01 The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity (unless otherwise limited by the Act or indicated herein), shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, property, or any part thereof, and their respective heirs, devisees, administrators, executors, personal representatives, successors and assigns:

- (a) Those set forth in Article III and Article V of the Master Declaration.
- (b) In the event (i) by reason of the construction, reconstruction, repair, restoration, settlement or shifting of any of the Residential Buildings or improvements constituting a part of the Condominium Property, any part of the Condominium Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit presently encroaches or hereafter encroaches upon any of the Condominium Common Elements or any other Unit, or (ii) by reason of the design or construction of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit presently or hereafter encroaches upon any other Unit, then in such case valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Condominium Common Elements, as the case may be, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of any other Unit Owner if such encroachment occurred due to the willful conduct of any Unit Owner.

- (c) The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and television wires and equipment, and electrical conduits, wires over, under, along and on any portion of the Condominium Common Elements, and each Unit Owner and the holder(s) of any mortgage(s) encumbering his Unit hereby grant the Association an irrevocable power of attorney, coupled with an interest, to execute, acknowledge and record, for and in the name of such Unit Owner and such mortgagee(s), such instruments as may be necessary to effectuate the foregoing.
- (d) The easements set forth in the General Provisions and Exhibit G.
- (e) Subject to the provision of Section 21.02 of this Condominium Declaration, the Declarant reserves unto itself, for the benefit of and use by Declarant, its agents, licensees, servants, tenants, personal representatives, successors and assigns: (i) an easement for ingress and egress over, through and under a Unit when such ingress and egress is necessary for Declarant to perform Declarant's warranty obligations in accordance with Section 21.04 of this Condominium Declaration; (ii) an easement in order periodically to enter upon the Condominium Property, to construct and install, at its sole cost and expense, such storage facilities, enclosed parking areas, unenclosed parking areas and/or such Recreational Facilities and amenities as Declarant in its discretion shall consider appropriate for the enhancement of the Condominium Property; and (iii) easements in, on, under and/or over the Condominium Property for the benefit of Parcel R-1, R-2 & R-3 and the remainder of Legacy Pointe Development and the owners (including Declarant) of such property, for reasonable access to construct buildings and other improvements on Parcel R-1, R-2 & R-3 and the remainder of Legacy Pointe Development, to install, lay, maintain, repair and replace utility conduits and lines for the purpose of providing all available utility services thereto, and to add to the buildings and other improvements on the Condominium Property and Parcel R-1, R-2 & R-3 as Declarant may determine. Nonexclusive easements in favor of the Declarant are hereby reserved in, on, under and/or over the Condominium Property for the benefit of Parcel R-1, R-2 & R-3 and the remainder of Legacy Pointe Development and the owners (including Declarant) of such property, for ingress and egress of pedestrian and vehicular traffic over all roadways, drive and/or walks located on the Condominium Property, during the construction of said improvements on Parcel R-1, R-2 & R-3 and the remainder of Legacy Pointe Development.

13.02 Each Grantee of a Unit, and each mortgagee in whose favor a mortgage with respect to any Unit is granted, shall be subject to each of the easements herein provided, in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be) as exceptions thereto,

notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

ARTICLE XIV INSURANCE, DAMAGE AND DESTRUCTION

14.01 Each Unit Owner shall maintain at his own cost and expense fire and extended coverage insurance with vandalism and malicious mischief endorsement (known commonly as "All Risk" insurance) with respect to the Unit he owns and with respect to any patio, porch or deck accessory thereto. All such insurance shall be in an amount equal to the full replacement costs of the property covered thereby. The Association and each mortgagee in whose favor a mortgage with respect to any Units shall be named as insured parties in such policies as their interest may appear and such casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid jointly to the respective mortgagee(s) and the Unit Owners as their interest may appear. Such insurance policies shall provide for the issuance of certificates of insurance to the Association and to the holders of mortgages on the Units and shall further provide that coverage shall not be terminated, cancelled or materially modified without ten days prior written notice to the Association and the mortgagees.

14.02 The Association, as a Common Expense, shall maintain for the benefit of each Unit Owner such insurance as it deems necessary for the buildings, structures and improvements comprising the Condominium Common Elements of the Condominium Property.

14.03 In respect of all policies of insurance obtained by the Association and by Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner, and their tenants and any other Occupants of the Condominium Property, the Association, the Association Board of Directors, and the Managing Agent, if any, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

14.04 The Association shall obtain for the benefit of itself, the Association Board of Directors and each officer of the Association, the Managing Agent, if any, and each Unit and the members of his respective family and other persons residing with him in his Unit, his tenants, and all persons lawfully in possession or control of any part of the Condominium Property, comprehensive general liability insurance for death or injury to person or persons or destruction of property in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injuries and property damages occurring within the Condominium Common Elements and arising out of any one occurrence. The Association may (but it shall not be obligated so to do) provide liability insurance for the benefit of Unit Owners in respect of occurrences within their respective Units. A Unit Owner may obtain an individual policy of liability insurance with respect to his Unit and/or the Condominium Common Elements provided that the Association shall be named as an insured thereunder and that a copy of such policy shall be delivered to the Association.

14.05 The Association shall also obtain such other insurance as the Association Board of Directors in its discretion may determine.

14.06 In the event a Unit as described in Section 5.01 hereof shall be damaged or destroyed, the Unit Owner shall make all necessary repairs and restoration and shall apply in payments thereof the insurance proceeds received by him. In the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire costs of such repairs and restoration, the entire cost of such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by the Unit Owner.

In the event the Unit Owner fails or refuses to make the necessary repairs or restoration, within a reasonable time, the Association may, after reasonable notice, make such necessary repairs and restoration and shall apply in payment thereof the insurance proceeds made available to the Unit Owner and in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire costs for such repairs and restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against the Unit Owner.

In the event a Unit Owner shall refuse or fail, after reasonable notice, to pay such cost and Assessments, the Association shall have a lien upon the estate or interest of such Unit Owner, enforceable to the same extent and in the same manner as any other Assessments made by the Association.

14.07 In the event the buildings, structures or improvements now or at any time hereafter comprising the Condominium Common Elements of the Condominium Property shall be damaged or destroyed, the Association shall promptly make all necessary repairs and restoration and shall apply in payment thereof the insurance proceeds received by it, provided, however, that in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire costs of such repairs and restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against all Unit Owners proportionate to their respective percentages of interest in the Condominium Common Elements.

14.08 Notwithstanding the provisions of the foregoing paragraphs of Article XIV of this Condominium Declaration, in the event that the Units and the buildings, structures and improvements comprising the Condominium Common Elements of the Condominium Property shall be damaged or destroyed to the extent of Fifty percent (50%) or more of the insurable value thereof, the Unit Owners, by the affirmative vote of those entitled to exercise not less than Seventy-Five percent (75%) of the voting power, may elect not to repair or restore the Condominium Property. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as

one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Condominium Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit shall have been paid, released or discharged.

ARTICLE XV CONDEMNATION

In the event of a taking by condemnation or by eminent domain (or sale in lieu thereof) of all or part of the Condominium Common Elements, the award payable for such taking shall be applied by the Association for repair, restoration or reconstruction of such Condominium Common Elements, in the manner provided in Article XIV hereof for the repair, restoration or reconstruction of the insured property with the proceeds of insurance, unless the Unit Owners entitled to exercise not less than Seventy-Five percent (75%) of the voting power elect not to repair, reconstruct or restore such Condominium Common Elements. Any such election shall be made in the manner provided in subsection 14.08 of this Condominium Declaration. In the event of such an election, the Association shall disburse the net proceeds of such award to the Unit Owners in proportion to their respective interests in the Condominium Common Elements and in the manner provided in said subsection 14.08. No Unit Owner, however, shall receive any portion of this share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

ARTICLE XVI RIGHTS OF FIRST MORTGAGEE

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

- (a) The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty days in the performance of his obligations under this Condominium Declaration, the By-Laws and/or the Rules shall be provided with notice of said default by the Association. Within sixty days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).
- (b) A first mortgagee, upon written request to the Association Board of Directors, shall be given a written statement by the Association Board of Directors of the number of Unit Owners who are more than one month delinquent in the payment of monthly Assessments or Special Charge at the time said written request is received by the Association Board of Directors.

- (c) In general, and in order to facilitate the marketability of the Units, the Association Board of Directors shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal National Mortgage Association, Government National Mortgage Association, Department of Housing & Urban Development, the Veterans Administration and Mortgage Guaranty Insurance Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.
- (d) Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

ARTICLE XVII OBSOLESCENCE

The Association, by the affirmative vote of the Unit Owners entitled to exercise not less than Seventy-Five percent (75%) of the voting power, may determine that the Condominium Property is obsolete, in whole or in part, and should be renewed and rehabilitated. The Association Board of Directors shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President or other chief officer of the Association, within Five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit (subject to the liens and encumbrances thereon) to the Association, as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor (which shall be a Common Expense, assessed only against the Unit Owners who have not so elected) shall be made within ten days thereafter, and if a Unit Owner who shall have so elected and a majority of the Association Board of Directors cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of a board of three appraisers. One of such appraisers shall be appointed by such electing Unit Owner, one shall be appointed by the Association Board of Directors, and the third shall be appointed by the first two appraisers.

ARTICLE XVIII REMEDIES FOR BREACH OF COVENANTS AND RULES

18.01 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Condominium Declaration, the By-Laws or the Rules, the Association shall have the right in addition to the rights set forth elsewhere in this Condominium Declaration and those provided by law, (a) to enter upon the Unit or portion thereof upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or

condition that may exist thereon contrary to the intent and meaning of the provisions of this Condominium Declaration, the By-Laws or the Rules, and the Association, or its agent, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

18.02 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Condominium Declaration, the By-Laws or the Rules, and such violation shall continue for thirty days after notice in writing from the Association, or shall occur repeatedly during any thirty day period after written notice or request to cure such violation from the Association, then the Association shall have the right, upon the giving of ten days prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as Unit Owner or Occupant and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant or (subject to the prior consent in writing of any mortgagee having an interest in such Unit, which consent shall not be unreasonably withheld), for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control, the Unit owned or occupied by him and ordering that all the right, title and interest of such Unit Owner or Occupant in his Unit shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or Occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's or receiver's fee, reasonable attorneys' fees, court reporter charges and all other expenses of the proceedings and all such items shall be imposed against such defaulting Unit Owner or Occupant. Any balance of proceeds, after satisfaction of any unpaid Assessments and Special Charges owing to the Association and any liens required to be discharged, may be paid to said Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a conveyance of all right, title and interest in said Unit and to immediate possession of the Unit so conveyed, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide, that the purchaser shall take said interest in said Unit subject to this Condominium Declaration.

18.03 In addition to the rights set forth above, the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant for a violation of any covenants, conditions, and restrictions set forth in a deed to which a Unit is subject or in the Declaration, the By-laws, or the Rules of the Association, as lawfully amended. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action brought pursuant to this section, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit.

ARTICLE XIX
ADDITIONS TO CONDOMINIUM PROPERTY

19.01 Declarant hereby reserves the option to submit the Additional Condominium Property to the provisions of the Act, which option is not subject to any limitations. This option to submit the Additional Condominium Property (without the consent of any Unit Owners) will extend for an initial period of seven years from the date this Condominium Declaration is filed for record. The Declarant may during six months prior to the expiration of the initial seven-year period extend the option for an additional seven years with the consent of the holders of a majority of the voting power of Unit Owners other than Declarant. There are no circumstances that will terminate the foregoing option of the Declarant other than Declarant's express waiver of the right to exercise said option by Declarant's providing written notice of said waiver to the President of the Association.

19.02 The addition of all or a portion of the Additional Common Property is not mandatory and neither all, nor a particular portion of the Additional Common Property must be added if any other additional property is added. There are no limitations concerning the order or the portions or any particular portion of the Additional Condominium Property which may be submitted to the provisions of the Act. There shall be a maximum of eight (8) Units per acre on any portion of the Additional Condominium Property that may be submitted. There are no limitations as to the location of any improvements that may be made on any portion of the Additional Condominium Property. The maximum number of Units that may be created on the Additional Condominium Property shall be thirty (30), all of which are restricted solely to residential use. Structures erected on any portion of the Additional Condominium Property shall be reasonably compatible with the structures on Parcel "A" in terms of quality of construction, principal materials to be used and general architectural style.

With respect to all improvements to any portion of the Additional Condominium Property, other than structures, there are no such improvements that must be made, and there are no restrictions or limitations upon improvements that may be made.

The Units constructed on the Additional Condominium Property need not be substantially identical to the Units on the Condominium Property and there are no limitations, other than being single family residential Units, as to the types of Units which may be constructed on the Additional Condominium Property. Declarant reserves the right to create Limited Common Elements within any portion of the Additional Condominium Property. If the Condominium Property is expanded by submitting the Additional Condominium Property to the provisions of the Act, the Additional Drawings will supplement the information contained herein.

If the Condominium Property is expanded, the Additional Condominium Property shall be submitted to the provisions of the Act by amending this Condominium Declaration in accordance with the provisions of Section 5311.051 of the Act.

ARTICLE XX
AMENDMENT OF CONDOMINIUM DECLARATION AND BY-LAWS

20.01 Declarant shall have the right, exercisable in its sole discretion at any time during the seven year period following the date this Condominium Declaration is filed for record, to amend, from time to time, this Condominium Declaration, its Exhibits, the By-Laws and/or the Drawings in such respects as Declarant may consider necessary, convenient or appropriate, for the purpose of (i) meeting the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions, (ii) complying with Ohio Revised Code Chapter 5311, (iii) complying with any regulations of any federal, state, or local governmental agency or instrumentality (as such regulation may be amended periodically), (iv) correcting scrivener, clerical or typographical errors or obvious factual errors in the Condominium Declaration or an exhibit to the Condominium Declaration or curing any ambiguity, inconsistency or formal defect or omission in this Condominium Declaration, the By-Laws and/or the Drawings, (v) designating a successor to the person named to receive service of process for the unit owners association and/or (vi) effecting any other change(s) not adverse to the Unit Owners or to the holders of mortgages encumbering the Units. Each Unit Owner, by accepting a deed conveying title to his Unit and each mortgagee, by accepting a mortgage encumbering any Unit, automatically consents and approves of the provisions of this Section 20.01, and all Unit Owners and their respective mortgagees shall perform such actions and shall promptly execute and deliver to Declarant, from time to time, as Declarant shall request, all instruments as Declarant shall consider necessary, convenient or appropriate to effectuate the provisions of this Section 20.01. In addition, each Unit Owner, by acceptance of a deed in respect to his Unit, and each mortgagee, by accepting a mortgage encumbering any Unit, automatically hereby irrevocably appoint Declarant as the proxy of such Unit Owner and mortgagee, coupled with an interest, to act and vote for and on behalf of each such Unit Owner and each such mortgagee in such manner as shall enable Declarant to effectuate the rights reserved by Declarant pursuant to this Section 20.01, and to that end each such Unit Owner and each such mortgagee hereby authorizes, directs and empowers Declarant, as the holder of such proxy, to execute, and to have witnessed, acknowledged and recorded, for and in the name of each such Unit Owner and each such mortgagee, such amendment(s) of the within Condominium Declaration, the By-Laws and/or the Drawings, together with such consent(s) thereto as Declarant shall consider necessary, convenient or appropriate to comply with the provisions of this Section 20.01 if Declarant shall exercise the rights reserved to it in this Section 20.01. Any documents requiring execution by any person, firm, corporation or other entity (other than Declarant) shall be in full compliance with this Section 20.01 if executed by Declarant on behalf of such person, firm, corporation or other entity.

The Association Board of Directors without a vote of the Unit Owners may amend, from time to time, this Condominium Declaration, its Exhibits, the By-Laws and/or the Drawings in such respects as it may consider necessary, convenient or appropriate, for the purpose of (i) meeting the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions, (ii) complying with Ohio Revised Code Chapter 5311, (iii) correcting clerical or typographical errors or obvious factual errors in the Condominium Declaration or an exhibit to the Condominium Declaration,

and (iv) designating a successor to the person named to receive service of process for the unit owners association. Any Unit Owner who is aggrieved by an amendment to the Condominium Declaration that the Association Board of Directors makes pursuant to of this paragraph may commence a declaratory judgment action to have the amendment declared invalid as violative of this paragraph. Any action filed pursuant to this paragraph shall be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

20.02 Except as provided in paragraph 20.03, in addition to the other methods of amendment provided for in this Condominium Declaration, this Condominium Declaration and the By-Laws may be amended, and such amendment(s) shall be effective, upon the filing for record with the Recorder of Lorain County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least Seventy-Five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Condominium Declaration and/or the By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated thereby.

20.03 The Declaration, may be amended by a vote of the Unit Owners exercising not less than ninety per cent of the voting power of the Unit Owners Association, to provide that, regardless of undivided interests, the following common expenses shall be computed on an equal per unit basis:

- (a) Expenses that arise out of the administration, operation, maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, landscaping, and grounds care;
- (b) Legal, accounting, and management expenses.

20.04 Notwithstanding anything contained in this Article XX to the contrary, no provision in this Condominium Declaration or the By-Laws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of the Act (including but not limited to the prohibition in Section 5311.08 of the Act that the Condominium Declaration may not be amended to increase the scope or period of control by the Declarant after there is a Unit Owner other than the Declarant) or the general law, nor may any amendment be made to the Unit boundaries, Limited Common Elements and percentages of interest in the Condominium Common Elements of each Unit as set forth in Exhibit "E" hereof except by

an amendment to this Condominium Declaration unanimously approved by all Unit Owners affected or except as provided below.

20.05 Notwithstanding the foregoing, for purposes of amending this Condominium Declaration:

- (a) To submit the Additional Condominium Property to the provisions of the Act, the Declarant need only comply with the provisions of the Act pertaining to the right to add "Additional Property" (as defined in the Act) in respect of an "Expandable Condominium Property" (as defined in the Act); and
- (b) To effect the right reserved to Declarant pursuant to Section 20.01 of this Condominium Declaration, Declarant need only comply with the provisions of Section 20.01 of this Condominium Declaration and Section 5311.06 of the Act.

ARTICLE XXI CERTAIN PROVISIONS REQUIRED OR PERMITTED BY THE ACT

Notwithstanding any contrary provision in this Declarant, the By-Laws or any of the other "Condominium Instruments" (as defined in the Act) pertaining to the Condominium Property, each of said Condominium Instruments is subject to the following:

21.01 Any deposit or down payment made in connection with the sale of a Unit shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Declarant, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety days and is not withdrawn as set forth below, interest at a rate equal to the prevailing rate payable by federally insured financial institutions in the county of the Condominium Property on daily interest accounts for any period exceeding ninety days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Declarant. Interest is payable only on the amount deposited that exceeds two thousand dollars. Deposits and down payments held in trust or escrow pursuant to this Paragraph shall not be subject to attachments by creditors of the Declarant or a purchaser of a Unit. The Declarant may withdraw a deposit or down payment from trust or escrow upon commencement of construction of the structure of the Condominium Property in which purchaser's Unit will be located and use the monies in the actual construction and development of the Condominium Property.

21.02 Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, neither Declarant nor its agent (as defined in the Act) shall retain a property interest in any of the Condominium Common Elements after Unit Owners, other than the Declarant, assume control of the Unit Owners' Association. Notwithstanding the foregoing, the Declarant shall retain an interest consistent with this Condominium Declaration and necessary to ensure ingress and egress over the Condominium Common Elements for the benefit of the Additional Condominium

Property and the availability of utilities from and to the Condominium Common Elements for the benefit of the Additional Condominium Property.

21.03 The Unit Owners of Condominium Ownership Interests that have been sold by the Declarant or its agent will assume control of the Condominium Common Elements and of the Association as prescribed in division (C) of Section 5311.08 of the Act. Until the Association is established, the Declarant shall act in all instances where action of the Association or its officers is authorized or required by law or this Condominium Declaration. Except as stated in division (C) of Section 5311.08 of the Act, the Declarant or persons designated by it, may appoint and remove members of the Association Board of Directors and other officers of the Association and exercise the powers and responsibilities otherwise assigned by law or the Condominium Declaration to the Association, the Association Board of Directors or the officers of the Association. Said authorization shall extend from the date of the establishment of the Association until the earlier of:

- (a) Five years; or
- (b) Thirty days after the sale and conveyance of Condominium Ownership Interests to which appertain Seventy-Five percent (75%) of the undivided interests in the Condominium Common Elements to purchasers of Units in good faith for value.

21.04 Solely and only to the extent such warranties are required by the provisions of Section 5311.25(E) of the Act, Declarant hereby furnishes a two year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property or the Additional Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material and workmanship.

- (a) The two year warranty shall commence (i) as to the Condominium Property submitted by this Condominium Declaration, on the date that the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Property to a purchaser in good faith for value, and (ii) as to the Additional Condominium Property, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Additional Condominium Property to a purchaser of a Unit in good faith for value.
- (b) The one year warranty for each Unit shall commence on the date the deed or other evidence of ownership is filed for record following the Declarant's sale and conveyance of the Condominium Ownership Interest in the Unit to a purchaser of good faith for value.

- (c) The valid assignment by the Declarant of the express and implied warranty of the manufacturer satisfies the Declarant's obligation with respect to ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Declarant. The Declarant's warranty is limited to the installation of the appliances.
- (d) All warranties made to the Declarant that exceed the time period set forth hereinabove with respect to any part of the Units are hereby assigned to purchasers of Units.
- (e) All warranties made to the Declarant that exceed the time period set forth hereinabove with respect to any part of the Condominium Common Elements are hereby assigned to the Association.
- (f) Any dispute in defining what constitutes a defect in material and/or workmanship in the aforesaid items and the above warranties shall be mandatorily referred for arbitration to the American Arbitration Association and the determination thereby shall be final and binding.

21.05 A successor owner of the Condominium Property or of Additional Condominium Property added to the Condominium Property who is not an affiliate of the Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

21.06 Within thirty days after a Unit Owner obtains a condominium ownership interest, the Unit Owner shall provide the following information in writing to the Association through the Association Board of Directors:

- (a) The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the unit; and
- (b) The name, business address, and business telephone number of any person who manages the owner's Unit as an agent of that owner.

21.07 When elected members of the Association Board of Directors take control of the Association, the Declarant shall deliver to the Association Board of Directors correct and complete copies of all of the following:

- (a) The books, records, and minutes; and

- (b) The declaration, the bylaws, the drawings prepared pursuant to section 5311.07 of the Revised Code, as recorded, and any articles of incorporation of the Association, as recorded.

21.08 The Declarant shall assume the rights and obligations of a Unit Owner in the Declarant's capacity as owner of condominium ownership interests not yet sold, including the obligation to pay Common Expenses attaching to those interests, from the date the Declaration is filed for record even if the construction of the Units and the appurtenant Common Elements subject to the condominium ownership interests has not started or is not complete.

ARTICLE XXII
THE LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

22.01 Subject to the rights retained by Declarant pursuant to this Condominium Declaration and the Master Declaration, Declarant will organize an Ohio non-profit corporation under the name of "The Legacy Pointe Recreational Association, Inc.", or such other name as the Declarant may designate (referred to herein as the "Club"), which will administer, maintain and manage the Recreational Areas, Hub and Island Areas, Detention Areas, and General Common Areas and enforce the covenants and restrictions contained in the Master Declaration pertaining to such areas. Declarant will establish the Club for the use and benefit of the Owners and Occupants of Legacy Pointe, including future phases of Lots, Residences, and Condominium Groups Parcels, if any, hereafter developed within Legacy Pointe.

22.02 With the exception of the Declarant, each Owner of a Lot, Residence, and/or Unit, upon acquisition of the record title to such Lot, Residence, and/or Unit, shall automatically become a Club Member. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, Residence, and/or Unit, at which time the new Owner of such Lot, Residence, and/or Unit shall automatically become a member of the Club.

22.03 In all events, the provisions pertaining to the Club, the Recreational Areas, Hub and Island Areas, Detention Areas, and General Common Areas set forth in this Condominium Declaration do not control the operation and responsibilities of the Club and the assessment of Club Members. The Master Declaration and the Club's Articles of Incorporation, by-laws and other governing rules and regulations, as amended from time to time, will control the Club's operation and responsibilities and the assessment of Club Members and prevail over any provisions pertaining to the Club, the Recreational Areas, Hub and Island Areas, Detention Areas, and General Common Areas set forth in this Condominium Declaration. An Owner must comply with all provisions pertaining to the Club set forth in the Master Declaration and the Club's Articles of Incorporation, by-laws and other governing rules and regulations, as amended from time to time and said provisions are hereby incorporated herein by reference as if fully rewritten herein.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

23.01 No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of a Unit Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same or against any interest in the Condominium Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Unit, or any part thereof, of any other Unit Owner for labor performed or for materials furnished in connection with the work on the first Unit Owner's Unit. At the written request of any Unit Owner, the Association shall enforce such indemnity by collection as a Special Charge from the Unit Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining a discharge of the lien.

23.02 All notices required or permitted hereunder, and under the By-Laws and the Act, to the Declarant, the Association and the Association Board of Directors, shall be in writing and shall be sent by registered or certified mail, return receipt requested, as the case may be, to the Association Board of Directors at the address of the Condominium Property or to such other address as the Association Board of Directors may designate, from time to time, by notice in writing to all Unit Owners; to the Declarant at 420 Avon Belden Road, Avon Lake, Ohio 44012 or to such other address as the Declarant may designate, from time to time, by notice in writing to all Unit Owners. All notices required or permitted hereunder, and under the By-Laws and the Act, to any Unit Owner shall be in writing and sent by regular U.S. mail to such Unit Owner at such Unit Owner's Unit address or to such other address as may be designated by him, from time to time, in writing, to the Association Board of Directors. All notices shall be deemed to have been given and therefore effective when posted in the U.S. mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door of the Unit occupied by such Occupant.

23.03 Each Unit Owner shall furnish written notice to the Secretary of the Association of the name and address of such Unit Owner's first mortgage and of any change in the name and address of such mortgagee.

23.04 None of the members of the Association Board of Directors or the officers, employees or agents of the Association shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith and except as provided herein or in the By-Laws. The Unit Owners, other than any mortgagee acquiring said Unit by reason of foreclosure or a deed in lieu of foreclosure, and the Association shall indemnify and hold harmless each of the members of the Association Board of Directors and the officers, employees or agents of the Association from and against all contractual liability to others arising out of contracts made by the Association Board of Directors on

behalf of the Association unless any such contract shall have been made in bad faith or contrary to the express provisions of the Condominium Declaration or the By-Laws. It is intended that the members of the Association Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the Association Board of Directors or out of the aforesaid indemnity in favor of the members of the Association Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Condominium Common Elements bears to the interests in Unit Owners in the Condominium Common Elements. The provisions of this Section do not apply to and shall not preclude claims for property damage and personal injury by the Unit Owners against the Association Board of Directors or any other insureds under the liability insurance required to be maintained by the Association pursuant to the Condominium Declaration.

23.05 The Association may acquire and hold, for the benefit of the Unit Owners, real property and tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Unit Owners in the same proportion as their respective interests in the Condominium Common Elements. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

23.06 Upon the vote of the Owners of Units having Seventy-Five (75%) of the interest in the Condominium Common Elements, and with the consent of the first mortgagees holding mortgages encumbering all of the Units, the Condominium Property and the Association may be merged and combined with other condominium properties and associations adjacent to or in the vicinity of the Condominium Property. In the event of such merger or combination, the combined condominium properties and all of the Unit Owners thereof shall have their respective percentages of interest in the combined Condominium Common Elements adjusted to reflect such combination and/or merger.

23.07 Each of the covenants, restrictions, easements, terms, conditions, options and rights provided for in this Condominium Declaration and the By-Laws (hereinafter referred to as the "Provisions") shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Declarant and the Association and their respective successors and assigns, and any persons acquiring title to any Unit, together with their respective grantees, heirs, devisees, executors, administrators, personal representatives, successors and assigns.

23.08 The invalidity of any of the Provisions shall not impair or affect in any manner the validity or enforceability of the remaining Provisions.

23.09 The terms used throughout this Condominium Declaration and the By-Laws shall have the respective meaning ascribed thereto in the Act except where otherwise expressly defined in this Condominium Declaration or in the By-Laws.

23.10 Any inconsistency between the Act and the Condominium Declaration shall, to the extent possible, be resolved in favor of the Act. Any inconsistency between the Condominium Declaration and the By-Laws shall, to the extent possible, be resolved in favor of the Condominium Declaration.

23.11 Upon the removal of the Condominium Property from the Act (pursuant to Section 5311.17 of the Act), all easements, covenants and other rights, benefits, privileges, impositions and obligations created pursuant to this Condominium Declaration shall terminate and be of no further force or effect, except that such removal shall not release any Unit Owner in respect of any liability that shall have arisen prior to such removal.

23.12 No covenants, restrictions, conditions, obligations or provisions contained in this Condominium Declaration, in the By-Laws or in the Rules 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.

23.13 Except as otherwise expressly provided in the Act, neither Declarant, not any of its officers or directors, nor any employee, agent, successor or assign of Declarant, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them or pursuant to this Condominium Declaration or by the By-Laws.

23.14 The use of the masculine gender herein or the By-Laws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, wherever the context so requires.

23.15 The Provisions of this Condominium Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium development (as defined in the Act).

23.16 All Exhibits referred to in this Condominium Declaration are attached hereto and constitute an integral part of this Condominium Declaration.

ARTICLE XXIV RULE AGAINST PERPETUITIES

If any of the Provisions shall be in violation of the Rule against Perpetuities or any other analogous or comparable statutory or common law rule, such of the Provisions, as shall be so affected thereby, shall continue in effect only until Twenty-One (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States, and George Voinovich, United States Senator for the State of Ohio.

ARTICLE XV MARGINAL REFERENCES

The heading of each Article of this Condominium Declaration is inserted for convenience and reference only and in no way shall be held to explain, modify, amplify or limit the meaning of such Article.

IN WITNESS WHEREOF, Legacy Pointe, Ltd., an Ohio Limited Liability Company, the Declarant, has executed this Condominium Declaration by its duly authorized representative this 27th day of July, 2007.

LEGACY POINTE, LTD.
BY KOPF CONSTRUCTION
CORPORATION, Its Manager

By: _____
H. R. Kopf
President

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Legacy Pointe, Ltd., an Ohio limited liability company, by its Manager, Kopf Construction Corporation, by H. R. Kopf, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of such company and of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio and hereby certify the foregoing acknowledgement, this 27th day of July, 2007.

Notary Public

This instrument prepared by:
Jay C. Marcie
Marcie & Butler LPA
Attorneys at Law
412 Avon Belden Road, Suite 1
Avon Lake, Ohio 44012
(440) 933-5442

EXHIBIT A

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitz@reitzeng.com

May 22nd, 2007

Description of Parcel A in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 90.00 feet to a point on the Southwesterly curved right-of-way of English Turn and the principal place of beginning;

Thence S. 85degrees 55' 32" W., a distance of 174.09 feet;

Thence S. 07degrees 13' 05" E., a distance of 120.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 145.04 feet;

Thence N. 00degrees 13' 05" W., a distance of 114.17 feet;

Thence N. 86degrees 13' 05" W., a distance of 64.71 feet;

Thence N. 74degrees 13' 05" W., a distance of 86.30 feet;

Thence S. 05degrees 13' 05" E., a distance of 17.37 feet;

Thence S. 84degrees 46' 55" W., a distance of 121.08 feet;

Thence S. 04degrees 46' 55" W., a distance of 94.01 feet;

Thence N. 85degrees 13' 05" W., a distance of 74.00 feet;

Thence N. 04degrees 46' 55" E., a distance of 120.24 feet;

Thence N. 35degrees 13' 05" W., a distance of 88.73 feet;

Thence N. 88degrees 13' 05" W., a distance of 175.10 feet;

Thence S. 46degrees 46' 55" W., a distance of 93.00 feet to a point of curvature;

Thence Westerly and Northerly, a distance of 238.89 feet on the arc of a circle deflecting to the right, whose central angle is 182degrees 30' 00", whose radius is 75.00 feet and whose chord bears N. 41degrees 58' 05" W., a distance of 149.96 feet;

Thence N. 40degrees 43' 05" W., a distance of 117.36 feet;

Thence N. 70degrees 16' 55" E., a distance of 114.06 feet;

Thence S. 18degrees 13' 05" E., a distance of 128.93 feet;

Thence S. 83degrees 13' 05" E., a distance of 50.10 feet;

Thence N. 81degrees 46' 55" E., a distance of 92.75 feet;

Thence N. 50degrees 46' 55" E., a distance of 126.00 feet;

Thence S. 81degrees 13' 05" E., a distance of 70.63 feet;

Thence S 17degrees 13' 05" E., a distance of 99.98 feet;

Thence S. 71degrees 13' 05" E., a distance of 206.72 feet;

Thence S. 84degrees 13' 05" E., a distance of 88.18 feet;

Thence N. 05degrees 46' 55" E., a distance of 126.09 feet;

Thence N. 82degrees 13' 05" W., a distance of 117.25 feet;

Thence N. 01degree 13' 05" W., a distance of 29.96 feet;

Thence N. 88degrees 46' 55" E., a distance of 139.44 feet;

Thence S. 84degrees 13' 05" E., a distance of 132.73 feet

Thence S. 05degrees 46' 55" W., a distance of 27.31 feet;

Thence S. 81degrees 46' 55" W., a distance of 106.46 feet;

Thence S. 05degrees 46' 55" W., a distance of 134.53 feet;

Thence N. 85degrees 46' 55" E., a distance of 86.78 feet;

Thence N. 78degrees 46' 55" E., a distance of 81.73 feet;

Thence N. 06degrees 43' 05" W., a distance of 77.39 feet;

Thence S. 75degrees 13' 05" E., a distance of 125.84 feet to the Westerly curved right-of-way of English Turn;

Thence Southerly, along the Westerly curved right-of-way of English Turn, a distance of 109.96 feet on the arc of a circle deflecting to the left, whose central angle is 70degrees 00' 00", whose radius is 90.00 feet and whose chord bears S. 10degrees 13' 05" E., a distance of 103.24 feet to the principal place of beginning, and containing 3.4832 acres (151,730 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

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Civil Engineers and Surveyors

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CLEVELAND, OHIO 44135-1948

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EMAIL: reitz@reitzeng.com

May 22nd, 2007

Description of Remainder Parcel R-1 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence N. 65degrees 13' 05" W., a distance of 90.00 feet to a point on the Westerly curved right-of-way of English Turn;

Thence N. 75degrees 13' 05" W., a distance of 125.84 feet to the principal place of beginning;

Thence S. 06degrees 43' 05" E., a distance of 77.39 feet;

Thence S. 78degrees 46' 55" W., a distance of 81.73 feet;

Thence S. 85degrees 46' 55" W., a distance of 86.78 feet;

Thence N. 05degrees 46' 55" E., a distance of 134.53 feet;

Thence N. 81degrees 46' 55" E., a distance of 106.46 feet;

Thence N. 05degrees 46' 55" E., a distance of 27.31 feet;

Thence N. 84degrees 13' 05" W., a distance of 132.73 feet;

Thence S. 88degrees 46' 55" W., a distance of 139.44 feet;

Thence S. 01degree 13' 05" E., a distance of 29.96 feet;

Thence S. 82degrees 13' 05" E., a distance of 117.25 feet;

Thence S. 05degrees 46' 55" W., a distance of 126.09 feet;

Thence N. 84degrees 13' 05" W., a distance of 88.18 feet;

Thence N. 71degrees 13' 05" W., a distance of 206.72 feet;

Thence N. 17degrees 13' 05" W., a distance of 99.98 feet;

Thence N. 81degrees 13' 05" W., a distance of 70.63 feet;

Thence S. 50degrees 46' 55" W., a distance of 126.00 feet;

Thence S. 81degrees 46' 55" W., a distance of 92.75 feet;

Thence N. 83degrees 13' 05" W., a distance of 50.10 feet;

Thence N. 18degrees 13' 05" W., a distance of 128.93 feet;

Thence N. 70degrees 16' 55" E., a distance of 222.80 feet;

Thence S. 89degrees 43' 05" E., a distance of 648.77 feet;

Thence S. 02degrees 16' 55" W., a distance of 108.15 feet;

Thence S. 06degrees 43' 05" E., a distance of 98.00 feet to the principal place of beginning, and containing 3.8806 acres (169,040 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

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May 22nd, 2007

Description of Remainder Parcel R-2 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 275.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 173.30 feet to the principal place of beginning;

Thence continuing S. 89degrees 46' 55" W., a distance of 726.70 feet;

Thence N. 80degrees 13' 05" W., a distance of 295.15 feet;

Thence N. 20degrees 16' 55" E., a distance of 293.24 feet;

Thence N. 70degrees 16' 55" E., a distance of 113.14 feet;

Thence S. 40degrees 43' 05" E., a distance of 117.36 feet;

Thence Southerly and Easterly, a distance of 238.89 feet on the arc of a circle deflecting to the left, whose central angle is 182degrees 30' 00", whose radius is 75.00 feet and whose chord bears S. 41degrees 58' 05" E., a distance of 149.96 feet to a point of tangency;

Thence N. 46degrees 46' 55" E., a distance of 93.00 feet;

Thence S. 88degrees 13' 05" E., a distance of 175.10 feet;

Thence S. 35degrees 13' 05" E., a distance of 88.73 feet;

Thence S. 04degrees 46' 55" W., a distance of 120.24 feet;

Thence S. 85degrees 13' 05" E., a distance of 74.00 feet;

Thence N. 04degrees 46' 55" E., a distance of 94.01 feet;

Thence N. 84degrees 46' 55" E., a distance of 121.08 feet;

Thence N. 05degrees 13' 05" W., a distance of 17.37 feet;

Thence S. 74degrees 13' 05" E., a distance of 86.30 feet;

Thence S. 86degrees 13' 05" E., a distance of 64.71 feet;

Thence S. 00degrees 13' 05" E., a distance of 114.17 feet to the principal place of beginning, and containing 4.1631 acres (18,344 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitz@reitzeng.com

May 22nd, 2007

Description of Remainder Parcel R-3 in the Legacy Pointe Condominium No. 5 Phase 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 center of a 90 foot radius circle at the Southerly end of the English Turn right-of-way, as shown by the Legacy Pointe Subdivision No. 5, Proposed;

Thence S. 44degrees 46' 55" W., a distance of 90.00 feet to a point on the Southwesterly curved right-of-way of English Turn and the principal place of beginning;

Thence continuing S. 44degrees 46' 55" W., a distance of 185.00 feet;

Thence S. 89degrees 46' 55" W., a distance of 28.26 feet;

Thence N. 07degrees 13' 05" W., a distance of 120.00 feet;

Thence N. 85degrees 55' 32" E., a distance of 174.09 feet to the principal place of beginning, and containing 0.2819 acres (12,278 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated May, 2007, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Legacy Pointe Subdivision plats and are used to denote angles only.

EXHIBIT C

REFERENCE TO BYLAWS

SEE EXHIBIT 12 OF DISCLOSURE STATEMENT

EXHIBIT D

REFERENCE TO CONDOMINIUM DRAWINGS

The particulars of the land, buildings and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Elements and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Drawings incorporated in the to Declaration of Condominium Ownership for Legacy Pointe No. 5 Condominium, by reference as Exhibit "D," prepared and bearing the certified statements of The Henry G. Reitz Engineering, Co., Civil Engineers and Surveyors, 4214 Rocky River Drive, Cleveland, Ohio 44135-1948, as required by the Condominium Act of the State of Ohio. Such set of Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Lorain County, Ohio, simultaneously with the recording of this Declaration.

EXHIBIT E

INFORMATION REQUIRED PURSUANT TO SECTION 5311.05(B)(5) OF THE ACT

Unit No.	Address	Bldg. No.	Model
1	32503 Breakers Boulevard	2	Kensington
2	32505 Breakers Boulevard	3	Westleigh
3	32515 Breakers Boulevard	8	Worthington
4	32532 Breakers Boulevard	18	Kensington

Grand Masters Home Models

NOTE: As this Condominium Development consists of detached single family units, prospective Purchasers will be able to choose the one type of unit the Purchaser desires and the location of the unit.

Prospective Purchasers will be able to choose from six (6) basic unit types as set forth below. Options are available to prospective Purchasers to modify their design, and some units may have a three-car garage.

Addington – 2050 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and a second bedroom, loft and full bath on the 2nd floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Stockton – 2196 square feet

This unit is a one story structure with a basement and a two car attached garage. It contains a master suite and bath, second bedroom, great room, den, formal dining, ½ bath and 2nd full bath. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Westleigh – 2602 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a loft and a 2nd full bath on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Brighton – 2696 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a 2nd full bath and unfinished storage area on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Kensington – 2860 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining and den on the 1st floor and two bedrooms, a loft, and a 2nd full bath on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

Worthington – 2885 square feet

This unit is a two story structure with a basement and a two car attached garage. It contains a master suite and bath, great room, ½ bath, formal dining, hearth room and den on the 1st floor and two bedrooms, a Jack and Jill full bath and a loft on the second floor. Its exterior is partial brick, stone and vinyl shake on the front with vinyl siding at the sides and rear. 30 year dimensional roof shingles are standard.

* Each of the units has an equal percentage interest in the Common Elements of 25%.

EXHIBIT F

"GENERAL PROVISIONS"

Parcel A is currently subject to the following matters: (i) Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on February 10, 1999, as Lorain County Recorder's Document No. 19990594369 as amended by Documents No. 20030911453 and Document No. 20050059327; (ii) Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on November 3, 1999, as Lorain County Recorder's Document No. 199900651006 as amended by Documents No. 20030911441 and Document No. 20050073790; Mortgage from Kopf Construction Corporation to Ohio Savings Bank, recorded on September 14, 2000, as Lorain County Recorder's Document No. 20000706438 as amended by Documents No. 20010748602 and Document No. 20040984176. The Mortgagees of said Mortgages have or will subordinate said Mortgage to the Condominium Declaration and all easements reserved therein. As title to each Unit in the Condominium Property is transferred to a Purchaser, said Mortgages, as to that Unit, will be discharged. Parcel A is also currently subject to an Easements recorded as Document Nos. 20070213964, 20070213962, 20070191864 and 20060174953 of Lorain County Records.

The Condominium Declaration, together with all of the Exhibits referred to therein, and the Master Declaration, together with all of the Exhibits referred to therein, establish restrictions affecting the Condominium Property. In addition to the restrictions established by the Condominium Declaration and Master Declaration, there are or may be existing utility easements which burden or may burden the Condominium Property, as the same may be expanded. The Developer has reserved the right to grant additional easements for the continued development of the Subdivision, the Condominium Property and for the continued development of Parcel A and has reserved the right to modify and change the same.

Under Article XIII of the Condominium Declaration, Declarant has reserved broad rights with respect to the establishment and revision of easements and easement agreements, and the exercise of those rights by the Declarant may require that the Condominium Property be burdened with a proportionate share of the cost of the maintenance and use of said easements or other special easements which are not serviced by governmental authorities.

Real estate taxes and assessments are also liens against the Condominium Property, and the same may be increased or decreased by the appropriate governmental authorities, and the Developer has no control with respect thereto.

Each Unit is further subject to liens for: (i) the payment of the Unit owner's share of the Common Expenses as provided in the Condominium Declaration and By-Laws; and (ii) assessments for the Club as provided in the Condominium Declaration and the Master Declaration.



DATE:
04/30/2007

DOCUMENT ID
200711701446

DESCRIPTION
DOMESTIC ARTICLES/NON-PROFIT
(ARN)

FILING
125.00

EXPED
.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

This is not a bill. Please do not remit payment.

JAY C. MARCIE
JAY C. MARCIE & ASSOCIATES LPA
412 AVON BELDEN RD., STE 1
AVON LAKE, OH 44012

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1696162

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 5, INC.

and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200711701446



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 25th day of April, A.D. 2007.

Ohio Secretary of State



Prescribed by:

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the following:

☐ Yes PO Box 1390
Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☒ No PO Box 670
Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Nonprofit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	--	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Legacy Pointe Condominium Association No. 5, Inc.

SECOND: Location Avon Lake Lorain
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

☐ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
To operate and manage a condominium.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed) _____
(No. of Shares) (Type) (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

H. R. Kopf

(Name)

420 Avon Belden Road

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Avon Lake

Ohio

44012

(City)

(State)

(Zip Code)

Barry J. Edelstein

(Name)

420 Avon Belden Road

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Avon Lake

Ohio

44012

(City)

(State)

(Zip Code)

Ryan L. Kopf

(Name)

420 Avon Belden Road

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Avon Lake

Ohio

44012

(City)

(State)

(Zip Code)

REQUIRED

Must be authenticated
(signed) by an authorized
representative

(See Instructions)



Authorized Representative

Jay C. Marcie

(print name)

April 23, 2007

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Legacy Pointe Condominium Association No. 5, Inc.
hereby appoint the following to be 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

Jay C. Marcie

(Name)

412 Avon Belden Road, Suite 1

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Avon Lake

, Ohio

44012

(City)

(Zip Code)

Must be authenticated by an
authorized representative

Authorized Representative

April 23, 2007

Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Jay C. Marcie

, named herein as the

Statutory agent for,

Legacy Pointe Condominium Association No. 5, Inc.

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:

(Statutory Agent)

BY-LAWS OF
LEGACY POINTE CONDOMINIUM ASSOCIATION NO.5, INC.

<u>ARTICLE</u>	<u>PAGE</u>
I. The Association	1
II. Board of Directors	5
III. Officers	10
IV. General Powers of the Association	11
V. Determination and Payment of Common Expenses and Assessments	15
VI. General Provisions	20
VII. Use and Occupancy Restrictions	22
VIII. Amendment of By-Laws	23

BY-LAWS OF
LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 5, INC.

The within By-Laws are executed and attached to the Condominium Declaration of Condominium Ownership for Legacy Pointe No. 5 Condominium pursuant to Chapter 5311, Ohio Revised Code (said Chapter 5311 being hereafter referred to as the "Condominium Act" and said Condominium Declaration, and any amendment thereto, being hereafter referred to as the "Condominium Declaration"). The purpose of these By-Laws is to provide for the establishment of a Unit Owners' Association (The "Association") for the government of the Condominium Property described in the Condominium Declaration in the manner provided by the Condominium Declaration and these By-Laws (said Condominium Property being hereafter referred to as the "Condominium Property"), all of which shall be subject to the covenants, provisions and/or regulations contained in the Condominium Declaration and these By-Laws and shall be further subject to any and all restrictions, conditions and/or regulations hereinafter adopted by the Board of Directors of the Association. The mere acquisition or rental of any Unit or Units described in the Condominium Declaration, or the mere act of occupancy of any Unit or Units, shall constitute acceptance and ratification of the Condominium Declaration and these By-Laws.

For the purpose of these By-Laws, the definition of any and all words, terms and/or phrases which appear or are used in these By-Laws and are defined in the Condominium Declaration shall have the same meaning as set forth in the Condominium Declaration; and in the event any words, terms and/or phrases are not defined in the Condominium Declaration and are defined in the Condominium Act, such words, terms and phrases shall have the same meaning herein as set forth in the Condominium Act.

ARTICLE I
THE ASSOCIATION

- 1.01 Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Legacy Pointe Condominium Association No. 5, Inc.
- 1.02 Membership. The membership of the Association shall consist of all the Unit Owners in the Condominium Property (hereinafter referred to as the "Members") in accordance with the respective percentages of ownership of said Unit Owners in the Condominium Common Elements of the Condominium Property established under the Condominium Declaration. Each Member shall have voting rights equal to such Member's percentage interest in the Condominium Common Elements as set forth in Exhibit "E" to the Condominium Declaration, as the same may be amended from time to time. No purchaser of a Unit shall be deemed a Unit Owner until the sale and purchase of such Unit has been consummated by the payment of the purchase price and delivery and recording of the deed therefor.

- 1.03 Membership Not Transferable. Except as provided herein or in the Condominium Declaration, membership in the Association of each Unit Owner shall terminate upon a sale, transfer or other disposition of the Unit Owner's ownership interest in the Unit, accomplished in accordance with the provisions of the Condominium Declaration, and all rights and privileges of a Member in the Association, the Unit Owner's Unit and the Condominium Property shall cease on the termination of such membership, and thereupon the membership of such respective Unit Owner in the Association shall automatically transfer to and vest in the new succeeding Unit Owner. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.
- 1.04 Proxies. Members may vote or act in person or by proxy. The person appointed as a proxy need not be a Member of the Association. Designation by a Member of a proxy to vote on such Member's behalf shall be made in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the Member or Members making such designation. Notice to the Board of Directors in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.
- 1.05 Meetings of Members.
- A. Annual Meeting. The annual meeting of the Members of the Association for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before the meeting shall be held at the offices of the Association or at such other place upon the Condominium Property or elsewhere, as designated by the Board of Directors and specified in the notice of such meeting, at 7:30 P.M. or at such other time as may be designated and specified in the notice of the meeting, which notice shall be given as provided in Subsection C of this Section 1.05. Subject to the provisions and conditions specified in Section 6.01 of Article VI of these By-Laws, the first annual meeting of the Members of the Association at which Unit Owners other than Declarant have a right to elect more than Fifty-One percent (51%) of the members of the Board of Directors shall be held as soon as practicable on the date selected by Declarant and designated in the notice after the events specified in Section 6.01 of Article VI have occurred; provided, however, in the event such events have not occurred within Five (5) years after the date of the filing of the Condominium Declaration for record, then in any event the first annual meeting of the members of the Association at which the members of the Board of Directors are elected by Unit Owners other than Declarant shall be held on the next succeeding business day following the expiration of said Five (5) year

period. After the first meeting of the Members of the Association at which Unit Owners other than Declarant elect all or a majority of the members of the Board of Directors, the subsequent annual meetings shall be held on such date as the Board of Directors, in its discretion, shall designate.

- B. Special Meetings. Special meetings of Members of the Association may be held on any business day when called by the President of the Association or by the Board of Directors of the Association or by members entitled to cast at least Twenty percent (20%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the members entitled thereto written notice, by personal delivery or by mail, of a meeting to be held on a date not less than Seven (7) nor more than Sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within Thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:30 P.M. and shall be held at the office of the Association or at such other place upon the Condominium Property or elsewhere as shall be specified in the notice of such meeting.
- C. Notices of Meetings. Not less than Seven (7) nor more than Sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Unit Owner of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members may be waived in writing, either before or after the holding of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.
- D. Quorum - Adjournment. Except as may be otherwise provided by law or by the Declarant, at any meeting of the Members of the Association, the Members entitled to exercise a majority of the voting power of the Association, present in person or by proxy, shall constitute a quorum for

such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Condominium Declaration or by these By-Laws. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

1. Calling of meeting to order;
2. Proof of notice of meeting or waiver of notice;
3. Reading of minutes of preceding meeting;
4. Reports of officers;
5. Reports of Committees;
6. Appointment of Inspectors of Election by Chairman of Meeting;
7. Election of Directors;
8. Unfinished and/or old business;
9. New business;
10. Adjournment.

F. Actions Without a Meeting. All actions, except removal of a Manager, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in writing or writings signed by Members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

G. Voting Rights for Units. The aggregate number of votes for all Unit Owners shall be One Hundred (100) and shall be divided among the respective Members in accordance with their undivided interests in the Condominium Common Elements of the Condominium Property. If any Unit is owned by more than One (1) person, the voting rights for such Unit shall not be divided but shall be exercised only as a unit. Except as otherwise prohibited under the Condominium Act, the Declarant, as described in the Condominium Declaration, may exercise the voting rights with respect to any Units title to which is in the Declarant. Unless, by express provision of the statutes of the State of Ohio, these By-Laws or the Condominium Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of the voting power of those present. With respect to all elections of the Board of Directors, each Member shall be entitled to cast his vote on a cumulative

voting basis. With respect to Units sold by land installment contract, the vendee in possession shall be deemed to have the power and authority to exercise the voting rights with respect to such Unit so long as vendee is not in default under the terms of said land installment contract.

- H. Voting by a Business Entity. The vote of any corporate, partnership or trust Member may be cast on its behalf by any officer, partner or beneficiary of such Member.

ARTICLE II BOARD OF DIRECTORS

- 2.01 Number and Qualification. The Trustees of the Association shall be known and designated as the Directors and shall collectively comprise the Board of Directors of the Association. The Board of Directors shall consist of Three (3) persons except as otherwise provided in these By-Laws, all of whom must be Unit Owners or the spouses of Unit Owners, except as provided otherwise in these By-Laws. If a Unit Owner is not an individual, that unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The Declarant shall designate all of the members of the first Board of Directors, who shall have all of the powers, authorities and duties herein conferred upon and/or delegated to the Board of Directors until the periods of time set forth in Section 1.05 of Article I and Section 6.01 of Article VI, whichever event shall first occur. The first Board of Directors shall serve until the first annual meeting of the Members of the Association, and thereafter Declarant shall have such rights to designate and elect Directors as are provided in Section 6.01 of Article VI thereof. Any member of the Board of Directors who shall be designated by Declarant as aforesaid need not be an Unit Owner or occupier of a Unit. Directors shall receive no compensation for their services except as expressly provided by a resolution of the Members of the Association.
- 2.02 Powers, Authorities and Duties. The Board of Directors (the term "Board of Directors" whenever used in these By-Laws shall include and also mean (a) the first Board of Directors designated by Declarant and (b) with respect to the Application of the Non-Profit Corporation Law, [defined below] the Board of Trustees) shall have the powers, authorities and duties necessary for the administration of the affairs of the Association, and shall have all powers, authorities and duties referred to in the Condominium Declaration, these By-Laws, Chapter 1702 of the Ohio Revised Code, as amended from time to time ("Non-Profit Corporation Law"), and the laws of the State of Ohio, and may do all acts and things provided by the Condominium Act to be done by the Board of Directors or by the Unit Owners collectively, except such acts or things as are by law, by these By-Laws or by the Condominium

Declaration directed to be exercised and done by the Members individually. The powers of the Board of Directors shall include but not be limited to the following:

- A. Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board of Directors determines are necessary or desirable in the management of the Condominium Property and the Association;
- B. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- C. Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- D. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- E. Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units. In the event any such rules and regulations shall conflict with any provisions of the Condominium Declaration, Master Declaration (as defined in Section 4.07) or these By-Laws, the provisions of the Condominium Declaration, the Master Declaration and these By-Laws shall govern.
- F. Cause additional improvements to be made as part of the Common Elements;
- G. Purchase, encumber, and convey Units, and, subject to any restrictions in the Declaration or Bylaws and with the approvals required by division (H)(2) or (3) of section 5311.04 of the Revised Code, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses.
- H. Acquire, encumber, and convey or otherwise transfer personal property;
- I. Hold in the name of the Association the real property and personal property acquired pursuant to (G) and (H) of this section;

- J. Grant easements, leases, licenses, and concessions through or over the Common Elements;
- K. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- L. Impose interest and late charges for the late payment of Assessments; impose returned check charges; and, impose reasonable enforcement assessments (Special Charges) for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the common elements or other property;
- M. Adopt and amend Rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- N. Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- O. Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;
- P. To the extent provided in the Declaration or Bylaws, assign the Association's rights to Common Assessments, or other future income, to a lender as security for a loan to Association;
- Q. Suspend the voting privileges and use of recreational facilities of a Unit owner who is delinquent in the payment of Assessments for more than thirty days;
- R. Purchase insurance and fidelity bonds the Board of Directors consider appropriate or necessary;
- S. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- U. Exercise powers that are:
 - 1. Conferred by the Declaration or the Bylaws of the Association or the board of directors;
 - 2. Necessary to incorporate the Association as a not-for-profit corporation;

3. Permitted to be exercised in this state by a not-for-profit corporation;
4. Necessary and proper for the government and operation of the Association.

- 2.03 Election of Directors; Vacancies. The required Directors shall be elected at each annual meeting of the Members of the Association. Only persons nominated as candidates shall be eligible for election as Directors, and the candidates receiving the greatest number of votes shall be elected. Each Member shall vote for as many candidates as there are authorized number of positions to be filled in the Board of Directors. In the event there is a vacancy or vacancies in the Board of Directors, however caused, the remaining Directors, though less than a majority of the authorized number of Directors, may, by the vote of a majority of their number, fill any vacancy for the unexpired term.
- 2.04 Term of Office, Resignations. Except as specifically provided otherwise herein, each Manager shall hold office for a Two (2) year term and until the annual meeting of the Members of the Association at which his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in a writing to that effect delivered to the Secretary of the Association, and such resignation shall take effect immediately or at such other time as the Directors may specify. Members of the Board of Directors shall serve without compensation for their services except as expressly provided by a resolution of the Members. At the first annual meeting of the Members of the Association at which Unit Owners other than Declarant elect a majority of the Directors, the term of office of Two (2) elected Directors shall be fixed so that such term shall expire One (1) year from the date of said first annual meeting of Members of the Association. The term of office of the remaining Director(s) shall be fixed so that such term(s) will expire on the date of the annual meeting Two (2) years from the date of the first annual meeting. After the expiration of such initial term of office of each respective Director, his successor shall be elected to serve for a term of Two (2) years.
- 2.05 Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Directors and those Directors whose terms continue shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- 2.06 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least Four (4) such meetings shall be held during the fiscal year of the Association.
- 2.07 Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any Two (2) Directors. Notice of the time and

place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram, or telephone at least Two (2) days before the meeting, which notice need not specify the purposes of the meeting. Attendance of any Director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any regular or special meeting.

- 2.08 Holding of Meetings. A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication provided that each member of the board can hear, participate, and respond to every other member of the board. In lieu of conducting a meeting, the Board of Directors may take action with the unanimous written consent of the members of the board. Those written consents shall be filed with the minutes of the meetings of the board.
- 2.09 Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given.
- 2.10 Removal of Directors. At any regular or special meeting of Members of the Association duly called at which a Seventy-Five percent (75%) majority of the voting power shall be present, any one or more of the Directors may be removed with or without cause by the vote of Members entitled to exercise at least Seventy-Five percent (75%) of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.
- 2.11 Non-Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Directors. The Unit Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Declaration applicable to the Units or the Condominium Property, or contrary to these By-Laws. The liability of any

Unit Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the Unit Owner's percentage of interest in the Condominium Common Elements relates to the total percentage of interest of all Unit Owners therein.

- 2.12 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE III OFFICERS

- 3.01 Election and Designation of Officers. The Board of Directors shall elect a President, a Vice President, a Secretary and a Treasurer of the Association. The President shall be a member of the Board of Directors. The Board of Directors may also appoint one or more Assistant Treasurers and/or one or more Assistant Secretaries, and such officers as in their judgment may be necessary, who may be neither members of the Board of Directors nor Unit Owners. The offices of Secretary and Treasurer may be combined.
- 3.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Directors and until their successors are duly elected, except in case of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a Majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.
- 3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members of the Association and shall preside at all meetings of the Board of Directors. Subject to directions of the Board of Directors, the president shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association, and shall have such other authority and shall perform such other duties as may be determined by the Board of Directors or otherwise provided for in the Condominium Declaration or in these By-Laws.
- 3.04 Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Directors.
- 3.05 Secretary. The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board of Directors. The Secretary shall keep such books as

may be required by the Board of Directors, shall give notices of meetings of Members of the Association and of the Board of Directors required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

- 3.06 Treasurer. The Treasurer shall receive and have charge of all money, bill, notes and similar property belonging to the Association, and shall do with same as may be directed by the Board of Directors. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination by the Directors, and shall have the authority and shall perform such other duties as may be determined by the Board of Directors.
- 3.07 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.
- 3.08 Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officers to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV GENERAL POWERS OF THE ASSOCIATION

- 4.01 Payments from Operating Funds. Each Unit Owner shall pay Common Expenses and/or assessments for Common Expenses, as provided herein and/or in the Condominium Declaration, to the Association for the benefit of all the Unit Owners, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Operating Fund"), and out of the Operating Fund the Association shall arrange and pay for Common Expenses, which includes, but is not limited to, the following:
- A. Utility Services. The cost of water, sewer charge, waste removal, electricity, telephone, heat, power and/or any other necessary utility service for the Condominium Common Elements, and the cost of waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners; however, the Association may discontinue such payments at any time, in which case each Unit Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Directors of the Association; and the Association reserves the right to levy additional assessments against any Unit Owner to reimburse it for excessive use, as shall be determined by the Board of Directors, by such

Unit Owner of any utility service having been charged against or to the Operating Fund;

- B. Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Condominium Declaration, the amount of which insurance shall be reviewed annually;
- C. Liability Insurance. The premiums upon a policy or policies insuring the Association, the members of the Board of Directors, the Officers and the Unit Owners against any liability to the public or to the Unit Owners, and their invitees or tenants, including officers and directors insurance, incident to the ownership and/or use of the Units and/or the Limited Common Elements and/or the Condominium Common Elements, as provided in the Condominium Declaration, the limits of which policy or policies shall be reviewed annually;
- D. Workers' Compensation. The cost of worker's compensation insurance to the extent necessary to comply with any applicable law;
- E. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a Manager or Managing Agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, any legal and/or accounting services necessary or proper in operation of the Condominium Property or the enforcement of the Condominium Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.
- F. Care of Condominium Common Elements. The cost of landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the Condominium Common Elements and the parts of the Limited Common Elements which are to be maintained, repaired and replaced as Common Expense pursuant to the Condominium Declaration (but not including the interior and/or exterior surfaces of the Units or those Limited Common Elements which are not to be maintained, repaired and replaced by the Association as a Common Expense, which the respective Unit Owners shall paint, clean, decorate, maintain, repair and replace), and such furnishings and equipment for the Condominium Common Elements as the Association shall determine are necessary and property, and the Association shall have the exclusive right and duty to acquire the same for the Condominium Common Elements;

- G. Certain Maintenance of Units. The costs of the maintenance, repair and replacement of any Unit or Limited Common Elements required to be maintained, repaired and replaced by the Unit Owner if such maintenance, repair or replacement is necessary, in the discretion of the Board of Directors of the Association, to protect or improve the Condominium Common Elements, or any other portion of the Condominium Property, and if the Unit Owner or Owners of said Unit have failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity of said maintenance, repair or replacement has been delivered by the Association to said Unit Owner or Owners; provided that the Association shall levy special assessments against such Unit Owner or Owners for the cost of said maintenance or repair, as provided in Article XI of the Condominium Declaration;
- H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may, in the opinion of the Board of Directors of the Association, constitute a lien against the entire Condominium Property rather than merely against the interests of particular Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, and where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs, including reasonable attorney's fees, incurred by the Association by reason of said lien or liens shall be specifically assessed to said Unit Owner or Owners; and
- I. Additional Expenses. The cost of any other materials, supplies, furniture, labor, services maintenance, repairs, structural alterations, insurance, Common Expenses or assessments which the Association is required to secure or pay for pursuant to the terms of the Condominium Declaration and/or these By-Laws or by law or which is, in the opinion of the Board of Directors of the Association, necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium project or for the enforcement of the Condominium Declaration and/or these By-Laws.

- 4.02 Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Capital Reserve Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Condominium Common Elements, subject to all the provisions of the Condominium Declaration

and these By-Laws) having a total cost of more than Five Thousand Dollars (\$5,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Condominium Common Elements requiring an expenditure of more than Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the Five (5) year period following recording of the Condominium Declaration, if Declarant shall own any of the Units, Declarant's consent to such expenditure shall be required.

- 4.03 Contracts. Unless a contract or other agreement is renewed by a vote of the Unit Owners exercising a majority of the voting power of the Association, neither the Association nor the Unit Owners shall be subject to either of the following:
- A for more than ninety days subsequent to the date that the Unit Owners other than the Declarant assume control of the Association, any management contract executed prior to that assumption of control;
 - B. for more than one year subsequent to an assumption of control, any other contract executed prior to that assumption of control, except for contracts for necessary utility services.
- 4.04 No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of any or all the Unit Owners.
- 4.05 Special Services. The Association may arrange for the provisions of any special services and facilities for the benefit of such Unit Owners and/or occupants as may desire to pay for the same, including without limitation cleaning, repair and maintenance of Units and provision of special recreational, educational or medical facilities. Fees for such special services and facilities shall be determined by the Board of Directors and may be charged directly to the respective participating Unit Owners or paid from the Operating Fund and levied as a special assessment due from the respective participants.
- 4.06 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Directors shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

- 4.07 Applicable Laws. The Association shall be subject to and governed by the provisions of any statute, including Ohio Revised Code Section 5311.081, at any time and applicable to property submitted to the condominium form of ownership (including, without limitation, the Condominium Act); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provisions of the Condominium Declaration and these By-Laws shall be resolved in favor of the Condominium Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations generally and to associations formed to administer property submitted to the condominium form of ownership in Ohio (including the Condominium Act) shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Condominium Declaration and these By-Laws, the terms and provisions of the Condominium Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendment to the By-Laws as will remove such conflicts or inconsistencies. The Master Declaration of Restrictions, Reservations and Covenants for Legacy Pointe ("Master Declaration") applies to the entire Legacy Pointe Development, including the Condominium Property. In the event of any conflict or inconsistency between the provisions of the Master Declaration and these By-Laws, the terms and provisions of the Master Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendment to the By-Laws as will remove such conflicts or inconsistencies.

ARTICLE V
DETERMINATION AND PAYMENT OF
COMMON EXPENSES AND ASSESSMENTS

- 5.01 Obligation of Unit Owners to Pay Common Expenses and Assessments Therefor. It shall be the duty of every Unit Owner to pay the Unit Owner's proportionate share of Common Expenses and any and all assessments therefor. Such proportionate share of the Common Expenses and all assessments therefor shall be in the same ratio as the Unit Owner's percentage of ownership in the Condominium Common Elements as set forth in Exhibit "E" to the Condominium Declaration, as the same may be amended from time to time. Payment therefor shall be in such amounts and at such times as may be determined by the Board of Directors of the Association as herein provided. Every Unit Owner's obligation to pay such proportionate share shall be absolute and no Unit Owner shall have any right to withhold or offset any part of such proportionate share of the Common Expenses and all assessments therefor. Failure to pay such proportionate share shall subject the Unit Owner to late fees, as provided for in the rules and regulations adopted by the Association.
- 5.02 Preparation of Estimated Budget. Each year on or before December First (1st), the Association shall estimate the total amount necessary to pay the cost of management

fees, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with the Condominium Property, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and repair and replacement of major capital items in the normal course of operations without the necessity of special assessments and shall, on or before the Fifteenth (15th) day of such month, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization therefor. Said estimated cash requirements (hereinafter referred to as "Estimated Cash Requirement") shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Condominium Common Elements as set forth in Exhibit "E" to the Condominium Declaration, as the same may be amended from time to time. On or before the First (1st) day of the following month, and the First (1st) day of each and every month of said ensuing year, each Unit Owner shall be obligated to pay to the Association, or as it may direct, the monthly amount determined to be payable that month as the appropriate amount of the annual Common Expenses for that year, as well as the amount of any other assessment or special charge made pursuant to the terms of these By-Laws and the Condominium Declaration.

On or before the date of the annual meeting in each fiscal year, the Association shall supply to all Unit Owners an itemized accounting of the maintenance expenses actually incurred in the preceding year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

- 5.03 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reserve in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. The amount set aside for reserves shall not be less than ten percent of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority vote of the voting power of the Association. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said Estimated Cash Requirement proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the amount or amounts necessary to make it adequate shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Condominium Common Elements. The Association shall serve notice of such further assessments on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall become effective with the first monthly maintenance payment which occurs more than Ten (10) days after the delivery or mailing of such notice of further assessment.

- 5.04 Budget for First Year. The Board of Directors of the Association, when the Condominium Declaration is filed for record, shall be composed of members designated by the Declarant and the members so designated shall continue to serve as and be the members of the Board of Directors of the Association until the Unit Owners of the Condominium Property have the right to elect members of the Board of Directors of the Association as set forth and provided in Section 6.01 of Article VI of these By-Laws and pursuant to the provisions of the Condominium Act. The Board of Directors of the Association, as designated by the Declarant, shall promptly prepare an Estimated Cash Requirement which will be consistent with the Projected Budget disclosed in the Disclosure Statement which will be the basis for determining the amount of the monthly Common Expenses which each Unit Owner shall be obligated to pay. The payments made by the Unit Owners prior to the filing of the deed for record pursuant to the provisions of the Condominium Purchase Agreement ("Agreement") shall be used by the Association as set forth and provided in Section 5.08 of this Article V.
- 5.05 Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Directors to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of any Unit Owner's obligation to pay the Common Expenses for maintenance costs and necessary reserves or any other charges as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay monthly Common Expenses at the existing monthly rate or rates established for the previous period until the First (1st) monthly Common Expense payment is due which occurs more than Ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- 5.06 Books and Records of Association. The Association shall keep full and correct books of account, and the same shall be open for inspection by any Unit Owner or any representative of any Unit Owner duly authorized in writing, at reasonable times and upon request by an Unit Owner. Upon Ten (10) days, notice to the Board of Directors, and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.
- 5.07 Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for special charges or assessments as may be levied hereunder against fewer than all of the Unit Owners) and for such adjustments as may be required to reflect delinquent or prepaid assessments shall be deemed to be held for the use, benefit and account of all the Unit Owners in proportion to each Unit Owner's percentage ownership in the Condominium Common Elements as provided in the Condominium Declaration.

- 5.08 Escrow Payments and Assessments. The payment into escrow by an Unit Owner pursuant to the provisions of a Condominium Purchase Agreement entered into by and between Declarant as the seller of the Unit and said respective Unit Owner as the buyer of the Unit, which payment is designated in the agreement as a sum to be paid to the Association, shall be paid to Declarant by the escrow agent promptly after the date the deed to the respective Unit Owner of his respective Unit is filed for record, and such sum so paid by said escrow agent to Declarant shall be deposited in an Ohio bank or savings and loan association in the Association's name as part of the Operating Fund, and may be used by the Association as herein provided.
- 5.09 Annual Audit. The books of the Association shall be audited once a year by the Board of Directors, and such audit shall be completed prior to each annual meeting of the Members. If requested by Two (2) members of the Board of Directors, such audit shall be made by a Certified Public Accountant. In addition, and at any time requested by the Unit Owners of Twenty (20) or more Units or by the Declarant, the Board of Directors shall cause an additional audit to be made.
- 5.10 Remedies for Failure to Pay Assessments. If an Unit Owner is in default in the monthly payment of any of the aforesaid charges or assessments for Common Expenses, or for any other charges or assessments due to the Association, for Thirty (30) days, the members of the Board of Directors may bring suit for and on behalf of themselves and/or as representatives of all Unit Owners and/or on behalf of the Association to enforce collection thereof or to foreclose the lien therefor as provided in the Condominium Declaration. There shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court and such other reasonable expenses incurred by the Association. To the extent permitted by the Condominium Declaration, any decision of the court or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges, Common Expenses and/or assessments, interest, costs and fees as above provided shall be a lien and/or charge against the Unit involved when payable, and may be foreclosed by an action brought in the name of the Association and/or its Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Condominium Declaration. As provided in the Condominium Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the Association and/or the other Unit Owners, shall have the power to bid on the interest so foreclosed at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any holder of an encumbrance on a Unit may, from time to time, request in writing a written statement from the Board of Directors setting forth the unpaid Common Expenses and/or assessments with respect to the Unit covered by such encumbrance, and said request shall be complied with promptly. Any holder of an encumbrance which is a lien on a Unit may pay any unpaid Common Expenses and/or assessments payable with respect to such Unit, and upon such payment, such holder of said encumbrance shall have a

lien on such Unit for the amounts paid at the same rank as the lien of its encumbrance.

- 5.11 Security Deposits from Certain Unit Owners. If in the judgment of the Board of Directors the equity interest of any Unit Owner (whether the original Unit Owner or a subsequent purchaser or transferee) in the Unit Owner's Unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 5.10 above, or otherwise) of all assessments, charges and/or other sums which may be levied by the Association, then, whether or not such Unit Owners shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to establish and maintain a security deposit, in an amount which the Board of Directors deems necessary for such purposes; provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in the Unit, will equal Twenty percent (20%) of the purchase price paid by such Unit Owner for such Unit.

In the event that any Unit Owner shall fail to pay any Common Expense assessments, charges and/or other sums which may be due hereunder, or shall otherwise violate any provisions of the Condominium Act and/or any covenants, terms and/or conditions of the Condominium Declaration and/or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of the alleged damages resulting from such failure or violation, which right shall be in addition to any and all other rights and remedies provided for in the Condominium Act, the Condominium Declaration and/or these By-Laws. Upon the sale by such Unit Owner of the Unit Owner's Unit, or at such times as such Unit Owner's equity in the Unit Owner's Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of the Unit Owner shall be refunded, provided that the Unit Owner shall not be in default of the Unit Owner's obligations under the Condominium Act, the Condominium Declaration and/or these By-Laws. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account, and shall not be required to credit any interest to any Unit Owner until such time, if ever, as the unapplied balance of the security deposit is refunded as aforesaid, and then only to the extent interest, if any, has been earned on said security deposit. Said security deposit shall at all times be subject and subordinate to the lien for unpaid Common Expenses and/or any charges or assessments referred to in the Condominium Declaration and/or Section 5.01 of Article V of these By-Laws, and all rights thereto shall inure to the benefit of the Association.

ARTICLE VI
GENERAL PROVISIONS

- 6.01 Declarant's Rights. As set forth in the Condominium Declaration, Declarant has the right to expand the Condominium Property by adding additional property and Units to the Condominium Property. Declarant shall have the right to manage and control the Association for a term of Five (5) years from the date of the filing of the Condominium Declaration for record, or until the first of the following events shall occur; and while Declarant has such right, all of the members of the Board of Directors may be elected and designated by the Declarant. Upon the happening of the following events, the membership of the Board of Directors shall be elected as follows:

Based upon a total contemplated maximum of thirty-four (34) Units, not later than sixty days after the Declarant has sold and conveyed condominium ownership interests appertaining to twenty-five per cent of the undivided interests in the common elements in the condominium development, the Association shall meet, and the Unit Owners other than the Declarant shall elect not less than one-third of the members of the Board of Directors. Not later than sixty days after the sale and conveyance to purchasers in good faith for value of condominium ownership interests to which seventy-five per cent of the undivided interests in the Common Elements appertain, the Association shall meet, and the Unit Owners, other than the Declarant, shall elect all of the members of the Board of Directors. In no case may the Declarant's authorization to manage and control the Association extend for more than five years after the Association is established.

The percentages of interest as called for in this Section 6.01 shall be the percentages of interest in the Condominium Common Elements as set forth and provided for in of the Condominium Declaration.

- 6.02 Copies of Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by the Condominium Declaration or these By-Laws to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.
- 6.03 Service of Notices on the Board of Directors. Notices to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer at such person's Unit.
- 6.04 Service of Notice on Devisees, Heirs at Law and Personal Representatives. Notices required to be given to any devisees, heirs at law or personal representative of a

deceased Unit Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Unit Owner is being administered.

- 6.05 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Condominium Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 6.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Condominium Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their respective successors, heirs, personal representative, devisees and assigns.
- 6.07 Notices of Mortgages. Any Unit Owner who mortgages his, her or its Unit shall notify the Association, in such manner as the Association may direct, of the name and address of the Unit Owner's mortgagee, and thereafter shall notify the Association of the fully payment, cancellation or any other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".
- 6.08 Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.
- 6.09 Rule Against Perpetuities. If any of the provisions, covenants or rights established by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until Twenty-One (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States and George Voinovich, United States Senator for the State of Ohio.
- 6.10 Joint Management Contracts. Subject to the limitation contained in Section 4.03 of Article IV of these By-Laws, the Board of Directors shall have the power to enter into an agreement or agreements on behalf of the Association with Declarant and/or one or more entities associated in any manner with Declarant and relating to any other condominium properties and/or non-condominium properties for the common management, by one or more managing agents, of one or more of said properties; and, without intending hereby to limit the generality of the foregoing, such agreement or agreements may provide for the allocation of joint expenses, purchase of maintenance equipment and supplies, and jointly sharing employees and

management overhead. In addition, The Board of Directors shall have the right to enter into any agreement or agreements authorized under the Condominium Act, the Condominium Declaration and/or these By-Laws.

6.11 Examination of Books. Except as otherwise prohibited by this section, any member of the Association may examine and copy the books, records, and minutes of the Association pursuant to reasonable standards set forth in the declaration, bylaws, or rules the Board of Directors promulgates, which may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- A. Information that pertains to condominium property-related personnel matters;
- B. Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;
- C. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- D. Information that relates to the enforcement of the Declaration, Bylaws, or rules of the unit owners association against unit owners; and
- E. Information the disclosure of which is prohibited by state or federal law.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

7.01 Restrictions on Alterations. No Unit Owner shall overload the electrical wiring in the buildings or operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, any unreasonable disturbance, or make any alteration to or connections with the heating or air conditioning or plumbing systems.

7.02 Insurance Coverage. Each Unit Owner shall be required to maintain in effect a comprehensive public liability insurance policy in such limits as the Board of

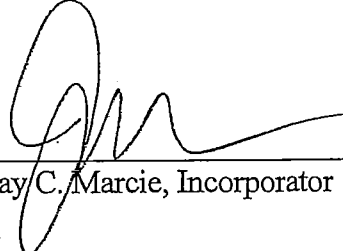
Directors may establish from time to time, insuring himself, the Association, the Board of Directors, the Directors, the Officers and the Managing Agent against liability in connection with such Unit Owner's own Unit; provided, however, that the Board of Directors shall have the authority, if it shall deem such action to be in the best interests of the Unit Owners collectively, to obtain a comprehensive public liability insurance policy insuring all of the Unit Owners, the Association, the Board of Directors, the Directors, the Officers and the Managing Agent from liability in connection with the individual Units; and in such latter event, each Unit Owner may, but shall not be required to, obtain individual liability insurance. The Board of Directors shall also have the authority, if it shall deem such action to be in the best interests of the Unit Owners collectively, to require that all such individual public liabilities policies be placed with the same insurer.

- 7.03 Insurance on Units and Contents. Each Unit Owner shall be responsible for the Unit Owner's own insurance on the Unit Owner's own Unit, on the contents of the Unit Owner's own Unit and on the Unit Owner's respective Limited Common Elements, and the Unit Owner's personal property stored elsewhere on the Condominium Property, and the Unit Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided. All policies maintained by the Unit Owner under this provision shall contain a waiver of subrogation in the event of a loss for the benefit of the Association, the Declarant, the Board of Directors, Officers, Managing Agent, and their respective agents.

ARTICLE VIII AMENDMENT OF BY-LAWS

These By-Laws may be amended or modified at any time, from time to time, by actions or approval of Unit Owners exercising Seventy-Five percent (75%) or more of the voting power; provided however, that the provisions of these By-Laws affecting the rights or interests of Declarant and/or its agents shall not be amended or modified without the prior written consent of Declarant; and provided further that amendment may be made to these By-Laws for the reasons set forth in Article XX of the Condominium Declaration.

These By-Laws have been executed by the Incorporator of the Association, this 27th day of July, 2007.

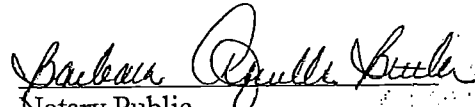


Jay C. Marcie, Incorporator

STATE OF OHIO)
)SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, appeared the above named Jay C. Marcie, who acknowledged the signing of the foregoing instrument to be his free act and deed personally and as the Incorporator of Legacy Pointe Condominium Association No. 5, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of July, 2007.


Notary Public

This Document Prepared By:
Jay C. Marcie, Esq.
Marcie & Butler LPA
Attorneys at Law
412 Avon Belden Road, Suite 1
Avon Lake, Ohio 44012
(440) 933-5442

BARBARA AQUILLA BUTLER, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

LEGACY POINTE NO. 5 CONDOMINIUM

MANAGEMENT CONTRACT

THIS MANAGEMENT CONTRACT, made and entered into at Avon Lake, Ohio, this _____ day of _____, _____, by and between VIP PROPERTY MANAGEMENT COMPANY, an Ohio corporation (the "Manager"), and LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 5, INC., an Ohio corporation not for profit (the "Association"),

WITNESSETH:

1. EMPLOYMENT OF MANAGER: The Association hereby appoints and employs Manager as its sole and exclusive agent to maintain, operate, service and care for the Common Elements of Legacy Pointe No. 5 Condominium (the "Condominium Property"), and Manager hereby accepts such appointment. The Association shall not authorize or permit any other person, firm or corporation to perform any work or render any services delegated, conferred or imposed upon Manager hereunder unless prior written approval is obtained from Manager.

2. TERM: The term of employment of the Manager shall be for one (1) year commencing _____, _____, and shall automatically renew itself for consecutive one-year additional terms. This Contract may be terminated by either party at any time, upon ninety (90) days' written notice to the other, or for cause, upon thirty (30) days' written notice to the other. Notwithstanding the foregoing, this contract will automatically expire ninety-one (91) days after the date the Unit Owners, other than the Developer, assume control of the Unit Owners' Association unless it is renewed by a vote of the Unit Owners exercising a majority of the voting power of the Unit Owners' Association.

3. DUTIES AND AUTHORITY OF MANAGER: Manager shall have the exclusive right and duty to manage the Condominium Property, with full authority, power and control over all phases thereof; and the Association expressly agrees to assume and pay all expenses incurred in connection therewith. Manager shall be responsible for furnishing, at the Association's expense, all services incident to the management of the Condominium Property, including without limitation the following:

3.01. Manager shall hire, pay and supervise any and all persons and employees deemed necessary by Manager to properly maintain, service and care for the Condominium Property.

3.02. Manager shall cause the Condominium Property to be maintained, operated, serviced and cared for in such condition as Manager deems advisable, including interior and exterior cleaning, repairs and alterations, including without limitation electrical, plumbing, carpentry, decorating and other incidental alterations or charges.

3.03 Manager shall cause such acts or things to be done as may be necessary to comply with all orders, statutes, rules or ordinances applicable to the Condominium Property by any federal, state, municipal or governmental authority having jurisdiction thereof; provided, however, that any single expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) in order to obtain compliance with such order, statute, rule or ordinance shall be first approved by the Association.

3.04 Manager shall enter into contracts on behalf of the Association for the maintenance, operation, service and care of the Condominium Property, including without limitation window cleaning, rubbish and snow removal, landscaping and the like. No such contract shall be for a term of more than one year subsequent to an assumption of control of the Association by the Unit Owners, except for contracts for necessary utility services, unless it is renewed by a vote of the Unit Owners exercising a majority of voting power of the Association.

Manager shall have such other rights and authorities to make any and all contracts and disbursements, to incur obligations on behalf of the Association, and to do all other things necessary and proper to carry out its responsibilities hereunder. Manager shall have the right to enter into contracts with persons, firms or corporations related to or connected with Manager, and, provided that the same are on reasonable prices and terms, the same shall not be challenged by the Association by virtue of such relationship.

4. COMPENSATION: The Association shall pay to Manager for its services hereunder during the term of this Contract:

4.01 Base Compensation. An amount equivalent to Fifteen Dollars (\$15.00) per month for each Condominium Unit. Base Compensation shall be computed and paid monthly, on the first day of each month, based on the number of Units comprising the Condominium Property on the last day of the preceding month and prorated with respect to new Units added during the preceding month.

4.02 Costs and Expenditures Paid by Manager. Manager, in addition to its Base Compensation, shall charge the Association for any and all costs and expenses incurred by Manager in connection with the maintenance, operation, service and care of the Condominium Property.

5. BUDGET: Manager shall, from time to time, prepare and submit to the Association a tentative annual budget of any and all costs and expenses which Manager expects to incur in connection with the maintenance, operation, service and care of the Condominium Property. Manager shall not be bound by the annual budget, and the same shall be used only as a planning tool for the Association and for the Manager.

6. INDEMNIFICATION: The Association, for itself and for each Unit Owner, hereby agrees to defend, indemnify, and save Manager harmless from and against any and all claims, demands, liabilities, damages, penalties, expenses, costs and/or causes of action sustained or incurred for loss, injury and/or damage to any person or property in, on or about the Condominium Property and/or in connection with the Association, its properties and facilities and/or in all other respects concerning the duties of Manager hereunder, for any cause whatsoever.

The Manager shall not be liable or responsible for any error of judgment or for anything it may do or refrain from doing under this Contract, except in cases of willful misconduct or gross negligence.

7. NOTICES: Any and all notices required hereunder shall be delivered by hand or mail to the party entitled to receive same by regular United States mail, postage prepaid, except notice of termination, which shall be delivered by hand or certified mail, return receipt requested.

8. BINDING EFFECT: This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have caused this instrument to be executed on the date and at the place above written.

VIP PROPERTY MANAGEMENT COMPANY

By: _____
Barry J. Edelstein, Vice-Pres.

LEGACY POINTE CONDOMINIUM
ASSOCIATION NO. 5, INC.

By: _____
H. R. Kopf, Pres.

This Document Prepared By:
Jay C. Marcie
Attorney at Law
Jay C. Marcie & Associates, LPA
412 Avon Belden Road, Suite 1
Avon Lake, Ohio 44012
(440) 933-5442

CONDOMINIUM PURCHASE AGREEMENT

This Condominium Purchase Agreement ("Agreement") entered into at _____, Ohio on _____, 20____, by and between _____, 420 Avon Belden Road, Avon Lake, Ohio 44012 ("Seller") and _____ ("Buyer").

1. **Property.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the property consisting of the exclusive ownership of condominium Unit No. _____ (the "Unit"), located or to be constructed in the existing or proposed Building No. _____ (the "Building"), Road, situated in the _____ Condominium Development (the "Development"), in the City of _____ (the "City"), County of _____ and State of Ohio, together with an appurtenant undivided interest as tenant-in-common in the "Common Elements" defined in the Declaration for the Development ("Declaration"), in the By-Laws for the Development ("By-Laws") and in the Drawings for the Development ("Drawings") which have been or will be filed with the Recorder of the County in which the Development is located.

2. **Price.** Buyer agrees to pay for the Unit (including all extra items specifically set forth on the Addendum to Agreement for Extras ("Addendum") attached hereto and incorporated herein) the sum of: _____ \$ _____ payable as follows:

- (a) Earnest money to be paid to Seller concurrently herewith and credited against the purchase price. _____ \$ _____
- (b) Cash to be deposited into escrow prior to "closing" (as hereinafter defined). _____ \$ _____
- (c) Total. _____ \$ _____

3. **Financing.** This Agreement is conditioned upon Buyer obtaining a commitment for conventional mortgage financing at market rates in an amount not to exceed \$ _____ by _____, 20____ (the "Financing Date"). This condition shall be deemed satisfied or waived unless, on or before the Financing Date, Buyer gives Seller notice that Buyer was unable to obtain any financing commitment. If Buyer timely gives Seller notice that Buyer was unable to obtain any financing commitment, then this Agreement shall terminate and Buyer's earnest money, less any title and escrow charges, shall be returned to Buyer.

4. **Construction.** If this transaction involves either the construction of a Unit in the Building by Seller for Buyer or a newly constructed Unit by Seller which was not previously occupied, then the following provisions apply, as applicable:

(a) Seller agrees to commence construction of the Unit promptly after the condition set forth in Paragraph 3 has been satisfied or waived by Buyer and to proceed with reasonable diligence to substantially complete construction of the Unit by _____, 20____, subject to any delays agreed to by Buyer or attributable to Buyer's selections, changes, action or failure to act promptly, war, national emergency, insurrection, governmental regulations, strikes, labor or material shortages, adverse weather conditions, acts of God, or other causes beyond the reasonable control of Seller (the "Acceptance Date"). For each day that the Acceptance Date is delayed due to Buyer's selections, changes, action or failure to act promptly, Buyer shall be charged a daily rate equal to the Per Diem rate set forth in Subparagraph 7(a) of this Agreement.

(b) The Unit shall be substantially similar to the condominium unit known as the "_____" in the _____ Condominium Development. The Unit shall be constructed in accordance with the requirements of the City and substantially in accordance with plans and specifications prepared by Seller and initialed by Buyer for purposes of identification. Buyer shall have the right to request alterations or extras, which Seller will complete at such additional cost and within such additional time period as the parties may agree in writing. Buyer shall pay for all alterations or extras not included in the Addendum at or prior to the Acceptance Date; provided, however, that if the aggregate charge to Buyer for all alterations or extras not included in the Addendum exceeds fifty percent (50%) of the earnest money deposited by Buyer pursuant to Subparagraph 2(a) of this Agreement (such excess amount defined as the "Excess"), then Buyer shall pay Seller, on demand, the full amount of the Excess, and Seller shall be under no obligation to commence or complete such alterations or extras until Seller receives payment of the Excess. The balance due by Buyer for such alterations and extras shall be payable at or prior to the Acceptance Date. In addition, Seller also shall have the right, but not the obligation, to invoice Buyer for any and all alterations or extras not included in the Addendum and not previously invoiced to Buyer for a period of up to 180 days after the Acceptance Date, and, in such event, Buyer agrees to pay Seller the invoiced amount within 10 days after Buyer's receipt of such invoice. Buyer shall have the right to inspect the Unit while under construction at reasonable times, without interfering with construction work, and at Buyer's sole risk of injury, loss or damage.

(c) To the extent that Buyer is permitted to select products, suppliers or subcontractors with respect to the construction of the Unit, Buyer shall select only those products, suppliers and subcontractors designated or approved by Seller. If Buyer selects a product, supplier or subcontractor other than those designated by Seller, then Buyer shall contract and pay for the same directly. At closing, Buyer shall receive a credit for those products, services or work for which Buyer has paid directly, provided that the same have been fully paid for prior to closing and were performed or provided in lieu of products, services or work that otherwise would have been performed or provided by or for Seller under this Agreement and which are not alterations or extras (except for those extra items set forth on the Addendum). The amount of said credit to Buyer shall be the lesser of (x) the actual net cost to Buyer for such products, services or work and (y) that portion of the purchase price that Seller has or would have allocated to the cost of performing or providing such products, services or work if the same had been provided by Seller or its designee. Seller shall have no responsibility or liability whatsoever for any product, service or work which is not performed by or for Seller and Seller makes no warranty of any kind with respect to the same.

(d) To the extent permitted by Seller, Buyer shall select all exterior colors and materials before construction of the Unit commences. Buyer shall select all plumbing fixtures before carpentry work commences on the Unit. Buyer shall select all interior items, including, but not limited to, trim details, cabinetry and floor coverings, before drywall installation commences in the Unit. Buyer may not make any changes to the Unit after the installation of drywall has begun.

(e) If, in Seller's reasonable judgment, the obtaining of any specified material might delay completion of construction of the Unit, then Seller shall have the right to substitute other materials of reasonably comparable quality, utility and color. Seller further reserves the right to make such changes in construction as may be required by materials shortages or such other circumstances as may, in Seller's reasonable judgment, require the same.

(f) Fiberglass insulation will be installed in the Unit as follows: (i) exterior walls will be insulated to a thickness of at least 3.5 inches, which thickness, according to the manufacturer, will yield an R-value of 11; (ii) interior party walls and ceilings will be insulated to a thickness of at least 3.5 inches, which thickness, according to the manufacturer, will yield an R-value of 11; (iii) the attic, if any, will be insulated to a thickness of at least 13.75 inches, which thickness, according to the manufacturer, will yield an R-value of 30; and (iv) the cathedral ceiling, if any, will be insulated to a thickness of at least 6 inches, which thickness, according to the manufacturer, will yield an R-value of 19.

(g) Solely and only to the extent that the following warranties are or may be required by Section 5311.25(E) of the Ohio Revised Code, Seller hereby furnishes to Buyer or hereby assigns to Buyer as of the date of closing: (i) a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Development as a whole, occasioned or necessitated by a defect in material or workmanship, which two (2) year warranty commenced or shall commence on the date the deed or other evidence of ownership is or was filed for record following the sale of the first condominium ownership interest in the Development to purchaser in good faith for value; provided, however, that if the Development constitutes a so-called "expandable condominium development," then the foregoing two (2) year warranty commenced or shall commence for the property submitted by the original Declaration on the date the deed or other evidence of ownership is or was filed for record following the sale of the first condominium ownership interest in the Development to a purchaser for good faith for value, and for any additional property submitted by amendment to the Declaration, on the date the deed or other evidence of ownership is or was filed for record following the sale of an ownership interest in the first condominium unit in the additional property to a purchaser in good faith for value; (ii) a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical or other elements provided by Seller pertaining to the Unit occasioned or necessitated by a defect in material or workmanship, which one (1) year warranty commenced or shall commence on the date the deed or other evidence of ownership for any condominium unit in the Development is or was filed for record following the sale and conveyance by Seller of an ownership interest in the condominium unit in the Development to a purchaser in good faith for value; and (iii) any express or implied manufacturers' warranties in lieu of any warranty by Seller with respect to any range, refrigerator, washing machine, clothes dryer, water heater and other similar appliances installed and furnished as a part of the Unit by Seller, except that Seller warrants that any such items installed and furnished by Seller as a part of the Unit were or will be properly installed. Seller shall provide Buyer with the "Limited Home Warranty Agreement" ("LHWA") approved by the Lorain County Building Industries Association (a copy of which is available to Buyer). Except for the warranties described in this Subparagraph, the specific warranties in the LHWA, and the matters set forth in Subparagraph 4(h), Seller and Buyer agree that there are no warranties, express or implied, being given by Seller or received by Buyer in connection with the Unit. Without limiting the generality of the foregoing, Buyer acknowledges that Seller is not making and Buyer is not receiving or relying upon any warranty or representation relating to workmanship, fitness for purpose, habitability, environmental matters or considerations, merchantability or resale value of the Unit. Seller agrees that all warranties received by Seller that exceed the time periods specified in this Agreement with respect to any part of the Unit shall be assigned to the Buyer.

Buyer acknowledges that, pursuant to this contract, Seller may withdraw and then use for the construction and development of the condominium property, any deposit or downpayment that the Buyer makes prior to closing.

and any warranties with respect to any part of the Common Elements shall be deemed assigned to the Unit Owners' Association to the extent assignable, effective as of the date of closing.

(h) Seller warrants that: (i) the street, curbs, sanitary and storm sewer lines, and water and gas lines servicing the Unit have been or will be installed prior to closing; and (ii) all work and labor performed and furnished for or by Seller with respect to any improvements and the construction of the Unit will have been fully paid for, and there will be no mechanics' liens or the possibility thereof in connection with any such work, labor and materials performed-on, or furnished to, the Unit. Seller agrees to obtain and deliver to the "Title Company" (hereinafter identified) such assurances as the Title Company may reasonably require in order for the Title Company to be assured that there will be no mechanics' liens.

5. **Conveyance.** Seller shall furnish a warranty deed conveying title to the Unit and the within stated appurtenant undivided interest in the Common Elements to Buyer ("Deed"), subject at the time of title transfer to: (a) taxes and assessments which are a lien; but not then due and payable; (b) all rights, duties and limitations as are set forth in the Declaration, By-Laws and Drawings; (c) all covenants, conditions, rights of way, restrictions and easements of record, provided that the same do not prohibit the use of the Unit as a single family residence; (d) existing or future utility easements (including water, storm and sanitary sewer, drainage, gas, telephone, cable television and electricity); (e) encroachments which do not materially adversely affect the Unit; (f) acts done or suffered by Buyer; and (g) zoning ordinances. Seller shall furnish an Owner's Policy of Title Insurance in the amount of the purchase price ("Title Policy"), as evidence of assurance that there has been conveyed to Buyer the title required to be conveyed hereunder.

6. **Escrow and Closing.** All funds and documents are to be deposited by the respective parties required to deposit same with the "escrow agent" (hereinafter identified) in sufficient time to permit closing by _____, 20____, or such other date as to which the parties agree in Writing. Seller shall have the right to extend the date of closing if the Acceptance Date is delayed or extended pursuant to Subparagraph 4(a) of this Agreement. Prior to closing, the escrow agent shall cause title to the Unit to be searched by VIP Title Agency, LLC, an affiliate of Seller (the "Title Company") and if the Title Company will issue the above required evidence of title and if the escrow agent has received all funds and documents to be deposited hereunder, then the escrow agent shall cause the Deed to be filed for record and the funds disbursed in accordance with this Agreement (the "closing"). Notwithstanding the foregoing, Buyer shall have the right, by written notice to Seller delivered by Buyer to Seller within five (5) days after the date of execution of this Agreement (but not thereafter), to select a title agency other than VIP Title Agency, LLC to act as the Title Company, in which event such title company selected by Buyer shall be the Title Company. The escrow agent shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with the sale of real property.

7. **Prorations.**

(a) Real estate taxes and assessments shall be adjusted outside of escrow as of the Acceptance Date or the date of closing, whichever is earlier (the "Proration Date"), at such time as the actual tax duplicate becomes available for the year in which the Proration Date occurs. All Condominium Association charges, reserves, assessments and expenses shall be prorated by the escrow agent as of the Proration Date based upon the percentage of ownership interest in the Common Elements pertaining to the Unit, which information shall be supplied by Seller to the escrow agent. Meters for all public utilities (including water) shall be ordered read on the Proration Date, and all charges to the Proration Date shall be paid by Seller. On the Acceptance Date, Buyer shall inspect the Unit with Seller and if, in fact, the Unit has been substantially completed, then Buyer shall execute and deliver to Seller Seller's standard form acceptance letter. At closing, Buyer agrees to reimburse Seller for Seller's interest and insurance costs from the Acceptance Date to and including the date of closing at the agreed daily rate of _____ Dollars (\$) (the "Per Diem").

(b) The Title Company shall be escrow agent for this transaction. Escrow agent shall charge: (i) Seller: (A) the cost of the title examination, and (B) one half (1/2) of: (1) the county conveyance fee required by law to be paid at the time of filing of the deed, (2) the cost of the Title Policy (Form 1992), exclusive of the cost of any endorsements requested by Buyer or Buyer's lender; (ii) Buyer with: (A) all recording fees, (B) one-half (1/2) of: (1) the county conveyance fee; and (2) the cost of the Title Policy (Form 1992) (exclusive of the cost of any endorsements requested by Buyer or Buyer's lender), (C) the entire cost of any endorsements to the Title Policy requested by Buyer or Buyer's lender; (D) the Per Diem due under Subparagraphs 4(a) and 7(a), and (E) the amount set forth at Paragraph 10. Buyer and Seller shall be responsible for their own escrow fee.

(c) This Agreement shall serve as escrow instructions, subject to the escrow agent's usual conditions of acceptance of escrow where not contrary to, or inconsistent with, any of the terms hereof.

8. **Damage.** If the Unit or the Building is substantially damaged or destroyed by fire or other insured peril prior to the Proration Date and Seller cannot reasonably repair the damage so as to make the Unit available for occupancy by the later of (a) ninety (90) days after the occurrence of such damage or destruction, or (b) the Acceptance Date, then Seller shall promptly notify Buyer of such damage and of the time period needed to complete such repairs beyond the time period set forth herein. In such event, Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller of the time needed to repair, either to: (x) allow Seller to complete such repairs within the time period specified by Seller (in which event the time for closing automatically shall be extended accordingly) and thereafter to complete the purchase by Buyer, or (y) terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option shall be deemed an election to allow Seller to complete the repairs and thereafter complete the purchase by Buyer.

9. **Title Defects.** If the Title Company shall find a defect of title to the Unit (other than a lien to be discharged by Seller at closing) or if Seller is unable to convey title as required hereunder, or if the Title Company refuses to issue its evidence of title as required hereunder because of such defect, then Seller, at its expense, shall have sixty (60) days after receipt of notice from the Title Company to cure such defect, and if Seller does not remove such defect within such sixty (60) day period, then Seller's only obligation shall be to refund to Buyer any payment made by Buyer hereunder and to pay any escrow or title fees. Buyer may, however, accept such title as Seller is able to convey without reduction of the purchase price by giving Seller notice of Buyer's election to accept such title not later than five (5) days after the expiration of such sixty (60) day period.

10. **Condominium Unit Owners' Association.** Upon closing, Buyer automatically shall become a member in, and Buyer does hereby subscribe to and agree to be bound by the rules, regulations, bylaws and requirements of, the Condominium Unit Owners' Association for the Development (the "Association"). Without limiting the foregoing, Buyer agrees to be bound by the terms, covenants and conditions of the Declaration and By-Laws of the Association, as well as the provisions of Chapter 5311 of the Ohio Revised Code, as amended, commonly known as the Ohio Condominium Property Act. Buyer hereby acknowledges receipt of a copy of the Declaration, By-Laws and Disclosure Statement for the Development ("Disclosure Statement"), which are incorporated herein by reference and made a part hereof. Buyer further acknowledges that the Declaration, By-Laws and Disclosure Statement conform with the requirements of Ohio Revised Code Chapter 5311. Buyer authorizes the Association to make such payments as may be necessary or proper for the maintenance, upkeep, repair or replacement of the Development's Common Elements, as are more fully described in the Declaration, By-Laws and Drawings for the Development. Buyer agrees to pay, and authorizes the escrow agent to deliver to the Association, the sum of _____ Dollars (\$ _____), representing Buyer's initial contribution to the Association's Operating Reserve Fund. From and after the closing, Buyer shall pay directly all common expenses, charges, taxes and assessments for the Unit, all as is provided in the Declaration and By-Laws.

11. **Nonperformance.**

(a) If Buyer fails to perform any of Buyer's obligations under this Agreement, then Buyer shall pay any escrow or title fees and Seller may retain or receive all money deposited in escrow or with Seller; as minimum stipulated damages for reimbursement of Seller's marketing costs and carrying costs, which shall not preclude Seller from suing for further damages, if any, or for specific performance by Buyer. If Seller fails to perform any of Seller's obligations under this Agreement, and such failure shall continue for a period of thirty (30) days after notice from Buyer, then Buyer shall be entitled to the immediate return of all money deposited in escrow or with Seller, Seller shall pay any escrow or title fees, and thereupon Seller shall be relieved of all further liability and obligations under this Agreement.

(b) Buyer's earnest money deposit shall be held in trust by Seller or escrowed by Seller with the escrow agent to be held and disbursed in accordance with the terms and provisions of this Agreement. Seller reserves the right to deposit the earnest money in an interest-bearing segregated funds account, the interest thereon to accrue to the account of Seller; provided, however, if earnest money of more than Two Thousand Dollars (\$2,000) is held for more than ninety (90) days and not withdrawn as hereinafter provided, then interest at a rate equal to the prevailing rate payable by federally insured financial institutions in the county of the condominium property on daily interest accounts for any period exceeding ninety (90) days shall be (i) credited to Buyer at closing or upon return or other credit made to Buyer, or (ii) added to any minimum stipulated damages to Seller in the event of nonperformance by Buyer. Interest is payable only on the amount of the deposit that exceeds Two Thousand Dollars (\$2,000). Buyer agrees that payment of interest shall be handled outside of escrow between the parties and that the escrow agent shall have no responsibility to (i) credit interest to Buyer at closing or upon return or other credit made to Buyer, or (ii) add interest to any minimum stipulated damages due Seller.

(c) The Seller may withdraw and use for construction and development of the condominium property, any earnest money that the Buyer makes prior to closing.

(d) Deposits and down payments held in trust or in escrow pursuant to Subparagraph 11(b) of this Agreement shall not be subject to attachment by creditors of Seller or Buyer.

12. **Non-Foreign Person.** Under penalty of perjury, Seller hereby certifies and affirms that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended. Seller's federal identification number is _____ REV 1/6/06

13. **Notices.** All notices shall be in writing. Notices to Seller shall be sent by certified mail, return receipt requested, or personally delivered to Seller, Seller's address set forth above. Notices to Buyer shall be sent by certified mail, return receipt requested, or personally delivered to Buyer, at the address set forth above.

14. **Provisions Required by Ohio Revised Code Section 5311.25(B), (D) and (F).**

(a) Seller agrees that, except in Seller's capacity as owner of unsold condominium units, Seller or its agent will not retain a property interest in any of the Common Elements of the Development after control of the Development is assumed by the Association, except that Seller may retain a property interest in recreational facilities furnished to condominium unit owners, or to condominium unit owners and others under a contract entered into or renewed by the Association, after condominium unit owners other than Seller have assumed control of the Association and except that if the Development is an expandable condominium development, Seller may retain an interest consistent with the Declaration and required to insure ingress to and egress from the Common Elements by prospective condominium unit owners in the additional property.

(b) Seller agrees that the owners of condominium units that have been sold by Seller or Seller's agent will assume control of the Common Elements and of the Association within the time period prescribed by Section 5311.08(C) of the Ohio Revised Code.

(c) Seller agrees that neither the Association nor the owners of condominium units in the Development will be subject to any management contract or agreement executed prior to the assumption of control required by Section 5311.08(C) of the Ohio Revised Code for more than one (1) year subsequent to that assumption of control unless such contract or agreement is renewed by a vote of condominium unit owners pursuant to the By-Laws; as required by Section 5311.08 of the Ohio Revised Code.

(d) Seller agrees to assume the rights and obligations of a condominium unit owner in Seller's capacity as owner of condominium ownership interests not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests, from the date the Declaration is filed for record until such interests are sold by Seller.

15. **Provisions Required by Ohio Revised Code Section 1312.03.** Ohio law contains important requirements that must be followed before Buyer may file a lawsuit or commence arbitration proceedings for defective construction against Seller. At least sixty (60) days prior to filing a lawsuit or commencing arbitration proceedings, Buyer must provide Seller with written notice of the conditions Buyer alleges are defective. Under Chapter 1312 of the Ohio Revised Code, Seller has an opportunity to offer to repair or pay for the alleged defects. Buyer is not obligated to accept any offer Seller makes. There are strict deadlines and procedures under state law, and failure to follow them may affect Buyer's ability to file a lawsuit or commence arbitration proceedings.

16. **Miscellaneous.**

(a) The sale and purchase of the Unit shall be subject to Ohio Revised Code Chapter 5311, the Declaration, the Drawings and the By-Laws which are or will be filed with the Declaration, the terms of each of which shall define and control the ownership, use and occupancy of the Development and the condominium units therein. Seller reserves the right to make changes in or amendments to the Declaration, the Drawings and the By-Laws prior to the recording thereof, provided that no material changes shall be made to the floor plan of the Unit without the consent of Buyer. Upon the filing for record of the deed to the Unit, Seller shall deliver to Buyer, if not previously delivered, a copy of the Declaration and By-Laws as recorded. From and after the closing, Buyer agrees to comply with the provisions of Chapter 5311 of the Ohio Revised Code, the Declaration, the Drawings and By-Laws and to perform the obligations of a condominium unit owner thereunder.

(b) Buyer acknowledges and agrees that the Development forms a part of an expandable condominium project and that the Declaration therefore grants Seller, its successors and assigns, the right to amend the Declaration and to add additional land, condominium units, buildings and improvements to the Development, any which amendment and expansion would change Buyer's percentage interest in the Common Elements, Buyer's voting power and Buyer's percentage interest in "Common Expenses" and "Common Profits" (as the foregoing terms are defined in Ohio Revised Code Sections 5311.01(G) and (H)). Buyer further acknowledges and agrees that any such additional condominium units, buildings and improvements may or may not be similar to the existing or planned condominium units.

17. **Entire Agreement.** This Agreement, the Addendum and the attached _____ (_____) additional page(s) contain the entire understanding and agreement between the parties hereto, and all prior representations, warranties, understandings and agreements, if any, whether oral or written, and of any form, kind or nature, shall be and the same hereby are terminated, cancelled and rendered null and void. Except as otherwise expressly provided herein, the warranties and representations set forth in this Agreement shall survive the closing of this transaction and the filing for record of the Deed for a period of twelve (12) months from closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Buyer shall not have the right or power to assign this Agreement or Buyer's rights hereunder without the prior written consent of Seller.

18. **Additional Terms.**

Buyer acknowledges that, pursuant to this contract, Seller may withdraw and then use for the construction and development of the condominium property, any deposit or downpayment that the Buyer makes prior to closing.

BUYER:

SELLER:

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

Address:

By:

Date:

Telephone Number:

Date:

DEPOSIT RECEIPT

Seller hereby acknowledges receipt of a check in the amount of _____

Dollars (\$ _____), and Buyer's promissory note in the amount of _____ Dollars (\$ _____), representing the earnest money described

at Subparagraph 2(a) above.

Date:

By:

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LEGACY POINTE

Plot 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 Point Subdivision shall obtain any ownership rights in, or have any right or economic interest in or to, the Golf Course, the Golf Course Property and/or to its facilities and/or the use or enjoyment thereof except as may otherwise be set forth in this Declaration.
- 5.02 QUITE ENJOYMENT OF GOLF COURSE PROPERTY.** Owners of Units and Lots, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course located on the Golf Course Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the Golf Course, picking up golf balls, or similar interference with play.
- 5.03 NON-USE OF GOLF COURSE PROPERTY.** Use of the Golf Course Property is only available to customers, guests and invitees of the Golf Course Property Owner. Ownership of a Lot, Unit or other property within Legacy Pointe does not give to any Owner a vested right or easement, prescriptive or otherwise, to enter upon or use the Golf Course Property or the Golf Course cart paths and does not grant any ownership or membership interest in the Golf Course or Golf Course Property.
- 5.04 USE OF THE NAME "LEGACY POINTE".** No person shall use the words "Legacy Pointe" or any derivative thereof, in any printed or promotional material without the prior written consent of Declarant and the Golf Course Property Owner. However, Owners

may use the name "Legacy Pointe" in printed and promotional material where such word 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 caused in all or part from the use, operation or maintenance of the Golf Course Property, including, but not limited to, damage or injury from golf balls hit from the Golf Course Property.

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

ARTICLE VI

GENERAL COMMON AREA

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

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

- 6.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES.** The cost of any major repair or replacement of any equipment, system, apparatus or facilities located in the General Common Area and owned by the Club, or the expansion or addition of any Club facilities in excess of such facilities or apparatus that the Developer may install in said General Common Area shall be paid by an assessment to the members of the Club. The amount of the assessment shall be computed and determined by the Club Board of Trustees; and each member of the Club shall be assessed his proportionate share, based upon the total number of Lots and Units at the time of such assessment (less any unoccupied Residences then owned by the Developer, if any).
- 6.03 OBLIGATION OF DEVELOPER.** Developer shall be responsible for all costs of the installation of the equipment, systems, apparatus and facilities which the Developer may hereafter construct or install in the General Common Area prior to or after the transfer of ownership of said property to the Club. However, there shall be no obligation on the Developer to install any equipment, systems, apparatus or facilities in addition to those in existence as of the date of this Declaration is originally filed of record with the Lorain County Recorder or the date the Plat of any additional Land hereafter subjected to this Declaration is filed of record with the Lorain County Recorder.
- 6.04 USE AND CARE OF THE GENERAL COMMON AREA.** Developer hereby reserves, for itself and for the benefit of all Lot and Unit Owners and the Club, that portion of the Land, if any, hereafter made available for the general benefit of Legacy Pointe Lot and Unit Owners, including the right of access to and from each General Common Area to install, use, maintain, repair and replace utilities, facilities, apparatus, sprinkler systems, landscaping, pathways, or any other similar or related items within

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

ARTICLE VII

RECREATIONAL AREA

7.01 ACCEPTANCE AND OWNERSHIP OF THE RECREATIONAL AREA.

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

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

- 7.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES.** The cost of any major repair or replacement of any recreation equipment, apparatus or facilities owned by the Club, or the expansion or addition of any Club facilities in excess of such facilities or apparatus that the Developer may install, shall be paid by an assessment to the members of the Club. The amount of the assessment shall be computed and determined by the Club Board of Trustees; and each member of the Club shall be assessed his proportionate share, based upon the total number of Units and Lots existing at the time of such assessment (less any Units and Lots then owned by the Developer, if any).
- 7.03 ESTABLISHMENT OF RECREATIONAL AREA.** Developer hereby reserves, for itself and for the benefit of all owners and the Club, as the "Recreational Area", the portion of the land which may hereafter be identified by the Developer as a Recreational Area, including the right of access to and from the Recreational Area(s) to install, use, maintain, repair and replace storm sewers, natural creeks, grading, utilities, sprinkler systems, landscaping, recreational facilities, recreational equipment, pathways, or any other similar or related items serving or located within the Recreational Area. Although the Developer currently intends to include a Recreational Area(s) and Recreation Facilities in a future phase on the Legacy Pointe Subdivision, nothing in this Declaration shall create an obligation on the Developer, or any other entity, whereby the Developer is required to provide a Recreational Area or any specific type, size or number of Recreational Facilities. The Developer, at its sole election, shall determine whether or not a Recreational Area or any Recreational Facilities are provided, and the size, shape and location of the Recreational Area that may hereafter be included as a part of the Legacy Pointe Development. However, in the event the Developer elects to provide a Recreational Area or any Recreational Facilities as a part of the development, the ownership of the Recreational Area and Recreational Facilities shall be transferred to the Club and the maintenance and use of the Recreational Area and Recreational Facilities shall be subject to the terms and conditions of this Declaration.
- 7.04 OBLIGATION OF DEVELOPER.** Developer shall be responsible for all costs of the installation of the recreational apparatus and facilities which the Developer may hereafter construct or install in the Recreational Area prior to or after the transfer of ownership of said property to the Club. The Developer currently anticipates the construction of Recreational Facilities in the Legacy Pointe Development consisting of a pool, kiddie pool, bath house and two tennis courts. A full description of the Recreational Facilities which Developer proposes to install is not currently available and will not be determined

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

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

ARTICLE VIII

ENFORCEMENT

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

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

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

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

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

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

ARTICLE IX

DECLARANT'S NON-COMPLIANCE AND CONSTRUCTION OF RESIDENCES

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

ARTICLE X

THE CLUB

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

10.02 CLUB BOARD OF TRUSTEES.

- (a) The Club Board of Trustees shall initially consist of five (5) persons. Trustees need not be members of the Club. Each Trustee shall serve for a term of two (2) years, or until his successor is duly designated and qualified. Each Trustee shall be entitled to one (1) vote, the total of votes of all voting Trustees being five (5).
- (b) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.
- (c) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.
- (d) The fifth (5th) Trustee shall be appointed by the Board of Trustees of the Condominium Group Parcel A Unit Owners' Association (or, from and after the time more than one Condominium Group Parcel Unit Owners' Association has been established, then the fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.
- (e) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

CLUB ASSESSMENTS

- 11.01 ABANDONMENT.** No Owner shall be exempt from liability for such Owner's share of the Club assessments by the abandonment of the Owner's Lot or Unit.
- 11.02 CLUB ASSESSMENTS.** Each Owner of a Lot and/or Unit (other than Developer, except as specifically set forth in Section 13.05 hereof), hereby agrees to pay to the Club: (a) the annual assessments levied by the Club; and (b) such special assessments which may be levied by the Club as hereinafter provided. The annual assessments and special assessments shall be used to pay the Club Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Club Expenses.
- 11.03 DISPUTE AS TO ASSESSMENTS.** Any Owner who believes that the portion of any assessments levied with respect to such Owner's Lot or Unit, for which a certificate of lien has been filed by the Club, has been improperly charged against such Lot or Unit may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the assessments has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.
- 11.04 INTEREST.** Delinquent assessments shall bear interest at the rate of ten percent (10%) per annum or such other interest rates as are from time to time established by the Club (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Club shall also have the right to establish a late charge for delinquent payments in addition to interest charges.
- 11.05 LEGAL FEES AND COSTS OF COLLECTION.** In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Club to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may

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

- 11.06 LIABILITY UPON VOLUNTARY CONVEYANCE.** In a voluntary conveyance of a Lot, Unit and/or other Residence, the grantee of the Lot, Unit or other Residence, shall be jointly and severally liable with the grantor thereof for all unpaid Club assessments levied with respect to the Lot, Unit or other Residence up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from Board of Trustees setting forth the applicable amount of all unpaid assessments levied with respect to the Lot, Unit or other Residence, and such grantee shall not be liable for nor shall the Lot, Unit or other Residence conveyed by subject to a lien for any unpaid applicable assessments in excess of the amount set forth in such statements for the period reflected in such statements. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.
- 11.07 LIEN OF CLUB.** The Club shall have a lien upon the estate or interest in any Lot, Unit or other Residence (except Lots and Units owned by Developer), for the payment of the assessments chargeable against such Lot, Unit or other Residence, which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 14.5 hereof and collection and enforcement costs assessed in accordance with Section 14.6 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer or agent of the Club, is filed with the Recorder of Lorain County, Ohio, pursuant to the authority given by the Board of Trustees. Such certificate shall contain a description of the Lot, Unit or other Residence, and the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot, Unit or other Residence shall be personally liable for the assessments chargeable to the Lot, Unit or other Residence for the period of such Owner's ownership of the Lot, Unit or other Residence. No portion of the Land which does not consist of a Lot, Unit or other Residence shall be subject to a lien for Club assessments.
- 11.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS.** If the holder of a first mortgage of record, or other purchaser of a Lot, Unit or other Residence, acquires title to the Lot, Unit or other Residence as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors

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

11.09 PAYMENT OF ASSESSMENTS.

- (a) Until the Board of Trustees of the Club increases or decreases the annual assessment, the annual assessment shall be Two Hundred and Fifty Dollars (\$250.00) per Lot, Unit or other Residence. The Club may increase the annual assessment to cover such expenses at the time as any improvements to be made thereto or constructed therein have been completed. The Board of Trustees shall have the right to require that the annual assessment be paid in monthly or other periodic installments during the year. Except as hereinafter provided, Developer shall not be required to pay the annual assessment for any Lots, Units or other Residences owned by Declarant or the Developer in Legacy Pointe. Each year the Board of Trustees will establish a budget setting forth the estimate by the Board of Trustees of the Club Expenses for the following year. The annual assessment shall be equal to the estimate of the Club Expenses for the following year, together with a reasonable addition to the reserves of the Club. Each Owner (other than Developer) shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by the number of Lots, Units and other Residences within Legacy Pointe, exclusive of any Lots, Units or other Residences owned by Developer. It is anticipated that the annual dues will increase substantially in the event the Developer constructs and thereafter transfers responsibility for the maintenance of a pool and other recreational facilities to the Club.
- (b) In lieu of the Developer paying any annual or special assessment, until the year in which Developer has sold a combined total of at least two hundred (200) Lots, Units and other Residences, or January 1, 2008, whichever occurs earlier, Developer shall make up the difference between (i) an amount equal to the number of Lots, Units and other Residences, not owned by Developer in Legacy Pointe multiplied by Two Hundred Fifty Dollars (\$250.00), and (ii) the actual expenses of the Club in connection with the Hubs, the General Common Areas, the Detention Area and the Recreational Area. Once Developer has sold at least two hundred (200) of the Lots, Units and other Residences comprising Legacy Pointe, Developer shall not have any obligation to make any contribution in connection with the Hubs, the General Common Areas or the Recreational Area or to pay any annual assessment with respect to Lots, Units or other Residences owned by Developer.

- 11.10 PRIORITY OF THE CLUB'S LIEN.** The lien provided for in this Article XIV for assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Club or by any authorized officer of the Club pursuant to the authority given to such officer by the Board of Trustees. In any such foreclosure action, the Owner or Owners of the Lot, Unit and/or other Residence shall be required to pay a reasonable rental for the Lot, Unit and/or other Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Club, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.
- 11.11 RIGHTS OF FIRST MORTGAGEES.** Any first mortgagee of any Lot, Unit or other Residence, shall have the right to notify the Club in writing that such mortgagee desires to receive notice from the Club of any delinquency in the payment by the Owner of a Lot, Unit or other Residence which is encumbered by the mortgage held by the mortgagee and upon such written request, the Club shall notify the first mortgagee if and to the extent that such Owner is more than thirty (30) days delinquent in the payment of applicable assessments.
- 11.12 SPECIAL ASSESSMENTS.** The Club shall have the right, by action of its Board of Trustees, from time to time, to levy special assessments to pay any Club Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay that portion of a special assessment equal to the special assessment divided by the number of Lots, Units or other Residences within Legacy Pointe, exclusive of any Lots, Units or other Residences owned by Developer. Developer shall not be responsible for the payment of any special assessments for Lots, Units or other Residences owned by Developer.

ARTICLE XII

OBLIGATIONS OF OWNERS

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

12.02 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS.

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

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

ARTICLE XIII
INSURANCE

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

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

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

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

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

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

ARTICLE XIV

REAL ESTATE TAXES AND ASSESSMENTS

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

ARTICLE XV

MISCELLANEOUS

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

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

- (a) During the Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by Developer and/or the purpose of withdrawing real property from the Land and/or from the provisions of this Declaration.
- (b) During the Control Period, this Declaration also may be amended by Developer for any other purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community by an instrument in writing signed by Developer.
- (c) At any time this Declaration may be amended by Developer to correct typographical errors, to conform the Declaration to then existing laws or government regulations, or to correct errors in references to Articles and Sections within the Declaration.
- (d) During the Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs (a) or (b) hereof, by an instrument in writing signed by Declarant and a majority of the Board of Trustees.
- (e) After the Control Period, the provisions of this Declaration may be amended by an instrument in writing signed by Owners owning at least seventy-five percent (75%) of the combined total of the Lots and Units, except that in no event may any amendment impose any additional duties, obligations or liabilities upon

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

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

- 15.03 DISTRIBUTION OF COPIES.** At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide the Owner, at the Owner's expense, with a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.
- 15.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS.** The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.
- 15.05 ENFORCEABILITY.** The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto and shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of, and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner and Developer, their successors or assigns, and the Club, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of the Legacy Pointe Development and the protection of Developer and all present and future Owners.
- 15.06 INTERCHANGEABILITY OF TERMS.** The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.
- 15.07 LIBERAL CONSTRUCTION.** The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.
- 15.08 LIMITATION OF LIABILITY.** Each Owner covenants and agrees that no shareholder, director or officer of Developer, nor any employee or agent of Developer

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

- 15.09 NON-LIABILITY OF DECLARANT.** Neither Developer nor its directors, officers, shareholders, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Lot and/or Unit Owner, occupant of a Residence, the Club or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of any part of the Legacy Pointe Development being or becoming out of repair, or containing any patent or latent defects; by reason of any act or neglect of any Lot and/or Unit Owner, any occupant of a Residence, the Legacy Pointe Homeowners Association, the Club, their respective agents, employees, guests, and invitees; by reason of any neighboring property or personal property located on or about the Legacy Pointe Development; or by reason of the maintenance or interruption of any utility service.
- 15.10 NON-WAIVER OF COVENANTS AND RESTRICTIONS.** No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 15.11 RULE AGAINST PERPETUITIES.** If any of the Covenants and Restrictions established hereby and/or contained in the Club's Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of George H. W. Bush, former President of the United States, and George Voinovich, United States Senator for the State of Ohio.
- 15.12 SUBORDINATION TO LAW.** The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable

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

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

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

Signed and acknowledged
in the presence of:

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 and act and deed of said company.

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

Anne M. Hatfield
NOTARY PUBLIC

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

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stratos.net

Ronald E. Woike, P.S., *President*
Gart W. Saylor, P.E., P.S. *Vice Pres.*
James T. Saylor, P.E., P.S., *Vice Pres.*
Linda S. Rerko, *Sec.-Treas.*

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 Northwestern corner of said Original Section No. 20;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reduced size Drawings of the Plat

BEING PART OF AVOID. SECTION NO. 27,
CITY OF AVOID, COUNTY OF LORAIN, STATE OF OHIO

S 3/8" CAPPED (METZ ENG.)
IN IN MOUNTAIN BOX SET.

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

(G.1)	(G.2)	(G.3)	(G.4)	(G.5)	(G.6)	(G.7)	(G.8)	(G.9)	(G.10)	(G.11)	(G.12)	(G.13)	(G.14)	(G.15)	(G.16)	(G.17)	(G.18)	(G.19)	(G.20)	(G.21)	(G.22)	(G.23)	(G.24)	(G.25)	(G.26)	(G.27)	(G.28)	(G.29)	(G.30)	(G.31)	(G.32)	(G.33)	(G.34)	(G.35)	(G.36)	(G.37)	(G.38)	(G.39)	(G.40)	(G.41)	(G.42)	(G.43)	(G.44)	(G.45)	(G.46)	(G.47)	(G.48)	(G.49)	(G.50)	(G.51)	(G.52)	(G.53)	(G.54)	(G.55)	(G.56)	(G.57)	(G.58)	(G.59)	(G.60)	(G.61)	(G.62)	(G.63)	(G.64)	(G.65)	(G.66)	(G.67)	(G.68)	(G.69)	(G.70)	(G.71)	(G.72)	(G.73)	(G.74)	(G.75)	(G.76)	(G.77)	(G.78)	(G.79)	(G.80)	(G.81)	(G.82)	(G.83)	(G.84)	(G.85)	(G.86)	(G.87)	(G.88)	(G.89)	(G.90)	(G.91)	(G.92)	(G.93)	(G.94)	(G.95)	(G.96)	(G.97)	(G.98)	(G.99)	(G.100)	(G.101)	(G.102)	(G.103)	(G.104)	(G.105)	(G.106)	(G.107)	(G.108)	(G.109)	(G.110)	(G.111)	(G.112)	(G.113)	(G.114)	(G.115)	(G.116)	(G.117)	(G.118)	(G.119)	(G.120)	(G.121)	(G.122)	(G.123)	(G.124)	(G.125)	(G.126)	(G.127)	(G.128)	(G.129)	(G.130)	(G.131)	(G.132)	(G.133)	(G.134)	(G.135)	(G.136)	(G.137)	(G.138)	(G.139)	(G.140)	(G.141)	(G.142)	(G.143)	(G.144)	(G.145)	(G.146)	(G.147)	(G.148)	(G.149)	(G.150)	(G.151)	(G.152)	(G.153)	(G.154)	(G.155)	(G.156)	(G.157)	(G.158)	(G.159)	(G.160)	(G.161)	(G.162)	(G.163)	(G.164)	(G.165)	(G.166)	(G.167)	(G.168)	(G.169)	(G.170)	(G.171)	(G.172)	(G.173)	(G.174)	(G.175)	(G.176)	(G.177)	(G.178)	(G.179)	(G.180)	(G.181)	(G.182)	(G.183)	(G.184)	(G.185)	(G.186)	(G.187)	(G.188)	(G.189)	(G.190)	(G.191)	(G.192)	(G.193)	(G.194)	(G.195)	(G.196)	(G.197)	(G.198)	(G.199)	(G.200)	(G.201)	(G.202)	(G.203)	(G.204)	(G.205)	(G.206)	(G.207)	(G.208)	(G.209)	(G.210)	(G.211)	(G.212)	(G.213)	(G.214)	(G.215)	(G.216)	(G.217)	(G.218)	(G.219)	(G.220)	(G.221)	(G.222)	(G.223)	(G.224)	(G.225)	(G.226)	(G.227)	(G.228)	(G.229)	(G.230)	(G.231)	(G.232)	(G.233)	(G.234)	(G.235)	(G.236)	(G.237)	(G.238)	(G.239)	(G.240)	(G.241)	(G.242)	(G.243)	(G.244)	(G.245)	(G.246)	(G.247)	(G.248)	(G.249)	(G.250)	(G.251)	(G.252)	(G.253)	(G.254)	(G.255)	(G.256)	(G.257)	(G.258)	(G.259)	(G.260)	(G.261)	(G.262)	(G.263)	(G.264)	(G.265)	(G.266)	(G.267)	(G.268)	(G.269)	(G.270)	(G.271)	(G.272)	(G.273)	(G.274)	(G.275)	(G.276)	(G.277)	(G.278)	(G.279)	(G.280)	(G.281)	(G.282)	(G.283)	(G.284)	(G.285)	(G.286)	(G.287)	(G.288)	(G.289)	(G.290)	(G.291)	(G.292)	(G.293)	(G.294)	(G.295)	(G.296)	(G.297)	(G.298)	(G.299)	(G.300)	(G.301)	(G.302)	(G.303)	(G.304)	(G.305)	(G.306)	(G.307)	(G.308)	(G.309)	(G.310)	(G.311)	(G.312)	(G.313)	(G.314)	(G.315)	(G.316)	(G.317)	(G.318)	(G.319)	(G.320)	(G.321)	(G.322)	(G.323)	(G.324)	(G.325)	(G.326)	(G.327)	(G.328)	(G.329)	(G.330)	(G.331)	(G.332)	(G.333)	(G.334)	(G.335)	(G.336)	(G.337)	(G.338)	(G.339)	(G.340)	(G.341)	(G.342)	(G.343)	(G.344)	(G.345)	(G.346)	(G.347)	(G.348)	(G.349)	(G.350)	(G.351)	(G.352)	(G.353)	(G.354)	(G.355)	(G.356)	(G.357)	(G.358)	(G.359)	(G.360)	(G.361)	(G.362)	(G.363)	(G.364)	(G.365)	(G.366)	(G.367)	(G.368)	(G.369)	(G.370)	(G.371)	(G.372)	(G.373)	(G.374)	(G.375)	(G.376)	(G.377)	(G.378)	(G.379)	(G.380)	(G.381)	(G.382)	(G.383)	(G.384)	(G.385)	(G.386)	(G.387)	(G.388)	(G.389)	(G.390)	(G.391)	(G.392)	(G.393)	(G.394)	(G.395)	(G.396)	(G.397)	(G.398)	(G.399)	(G.400)	(G.401)	(G.402)	(G.403)	(G.404)	(G.405)	(G.406)	(G.407)	(G.408)	(G.409)	(G.410)	(G.411)	(G.412)	(G.413)	(G.414)	(G.415)	(G.416)	(G.417)	(G.418)	(G.419)	(G.4
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LEGACY POINTE
SUBDIVISION NO. 1
PLAT

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

2/5
DECEMBER
2000

GRAPHIC SCALE: 1" = 100'

LEGACY POINTE SUBDIVISION NO. 1 PLAT

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

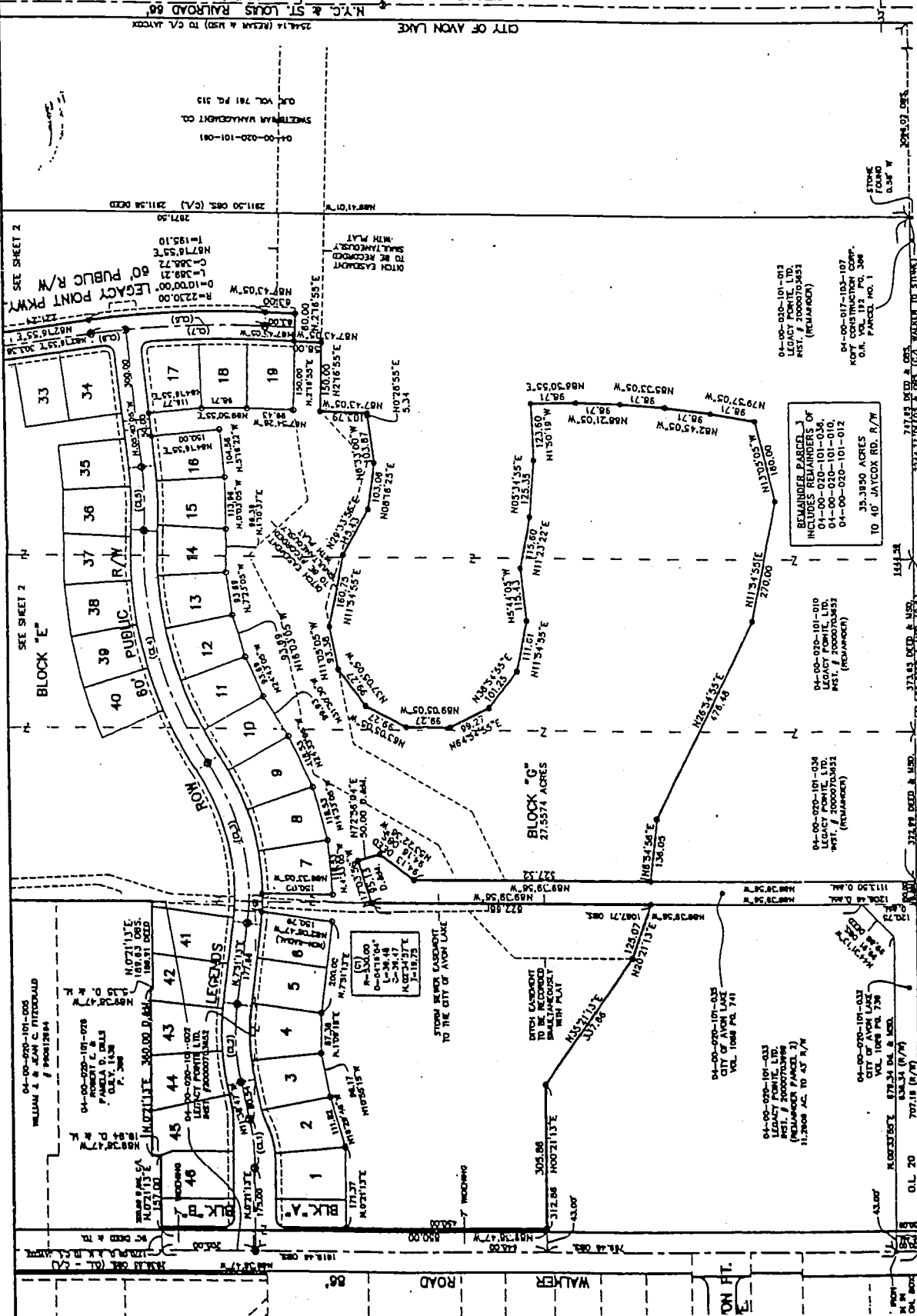
ADDITIONAL IN 44 LOTS 18,334.33 AC
ADDITIONAL IN 7 BLOCKS 51,839.99 AC
ADDITIONAL IN STREETS 8,110.00 AC
TOTAL 78,272.32 AC

LEGEND

- DONOTES 5/8" CAPTOD (NOT TO SCALE)
- DONOTES 5/8" CAPTOD (NOT TO SCALE)
- DONOTES 5/8" CAPTOD (NOT TO SCALE)

NOTE

SEE SHEETS 4 & 5 FOR DIMENSIONS OF
LOTS 1 THRU 40 & BLOCKS "A" THRU "D".



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

3 / 5
DECEMBER
2000

LEGACY POINTE SUBDIVISION NO. 1 PLAT

1/2" = 100' SCALE
GRAPHIC SCALE 1" = 100'

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

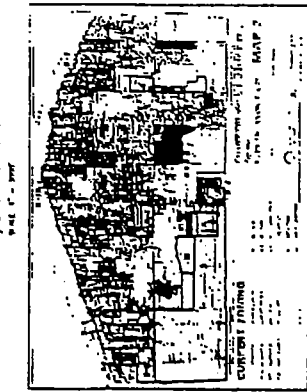
Reduced sized drawing of the Preliminary Plan

GENERAL DEVELOPMENT AND PRELIMINARY PLAN - NOT A PLAT

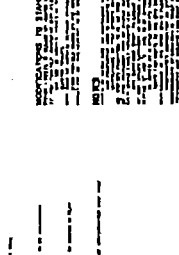
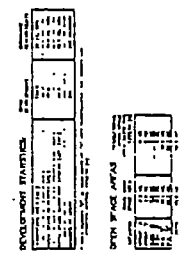
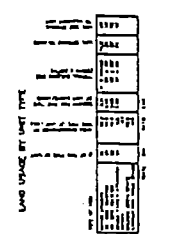
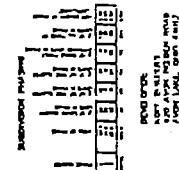
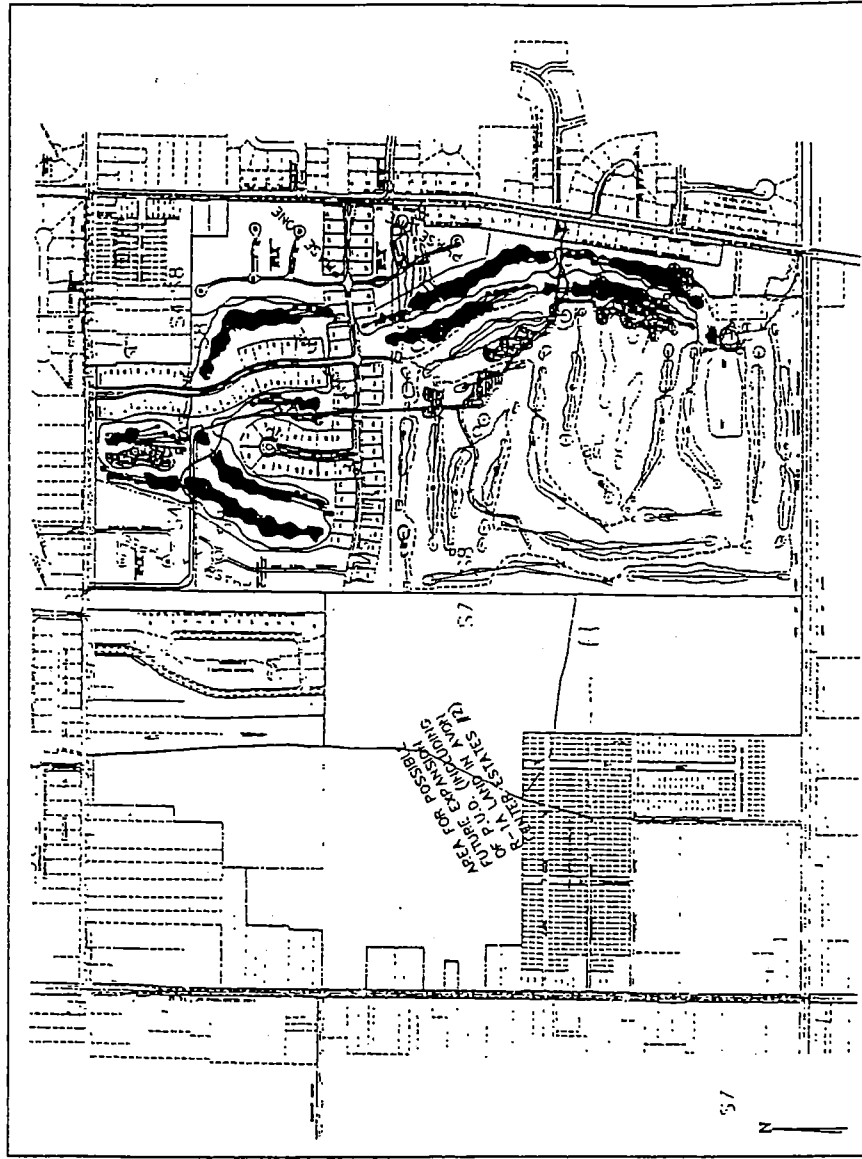
LEGACY POINTE

PLANNED UNIT DEVELOPMENT SUBDIVISION
(FORMERLY KNOWN AS KOPF GOLF COMMUNITY)

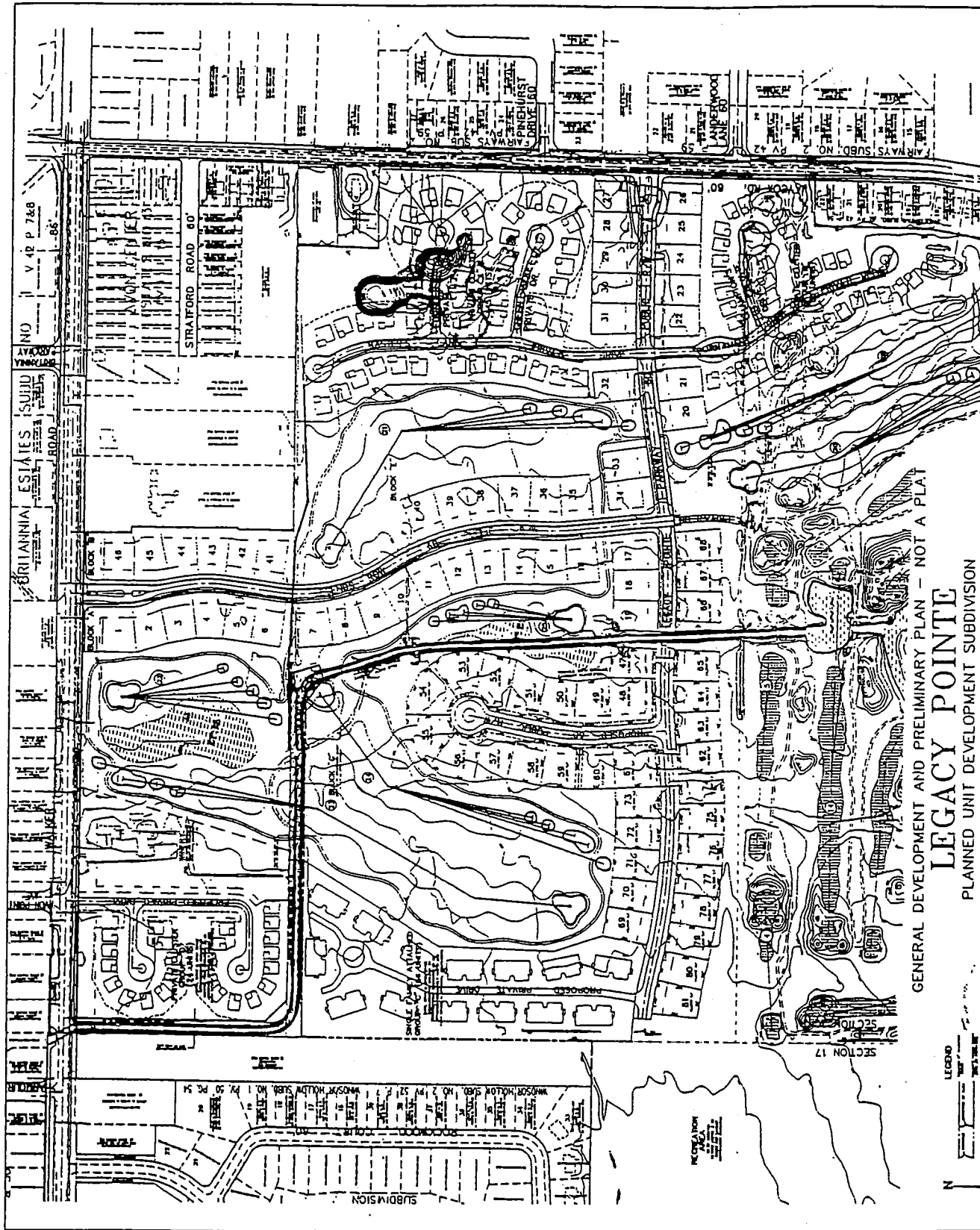
VICINITY/LOCATION MAP



OVERALL SITE LAYOUT PLAN



<p>LEGACY POINTE P.U.D. GENERAL DEVELOPMENT & PRELIMINARY PLAN</p>		<p>THE HENRY C. REITZ ENGINEERING COMPANY 4214 ROCKY RIVER DRIVE CLEVELAND, OHIO 44135 PHONE: (216) 251-5033</p>
<p>DATE: 10/1/80</p>		<p>BY: [Signature]</p>
<p>PROJECT NO. 80-02/1000</p>		<p>SCALE: 1" = 100'</p>
<p>PROJECT NO. 80-02/1000</p>		<p>PROJECT NO. 80-02/1000</p>



GENERAL DEVELOPMENT AND PRELIMINARY PLAN - NOT A PLAN
LEGACY POINTE
 PLANNED UNIT DEVELOPMENT SUBDIVISION



THE HENRY G. REITZ ENGINEERING COMPANY 4214 ROCKY RIVER DRIVE CLEVELAND, OHIO 44135 PHONE (216) 231-3033	2	
	2	2
LEGACY POINTE GENERAL DEVELOPMENT & PRELIMINARY PLAN	2	

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

[Signature]
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 September, 2001.

G. R. Smith
Notary Public

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

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

EXHIBIT "A-1"

Legal Description of the Heider Ditch Parcel

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

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

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

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

Thence South $0^{\circ} 42' 05''$ 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 $0^{\circ} 42' 05''$ 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 $89^{\circ} 30' 00''$ 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 $44^{\circ} 23' 58''$ West a distance of 99.88 feet to a point;

Thence North $0^{\circ} 42' 05''$ 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 $89^{\circ} 30' 00''$ 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

REV 8/8/01

EXHIBIT "C"

Legal Description of the Relocated Heider Ditch Center Line

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

Ed E. Woike, P.S., President
W. Saylor, P.E., P.S., Vice Pres.
James T. Saylor, P.E., P.S., Vice Pres.
Linda S. Rerko, Sec.-Treas.

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

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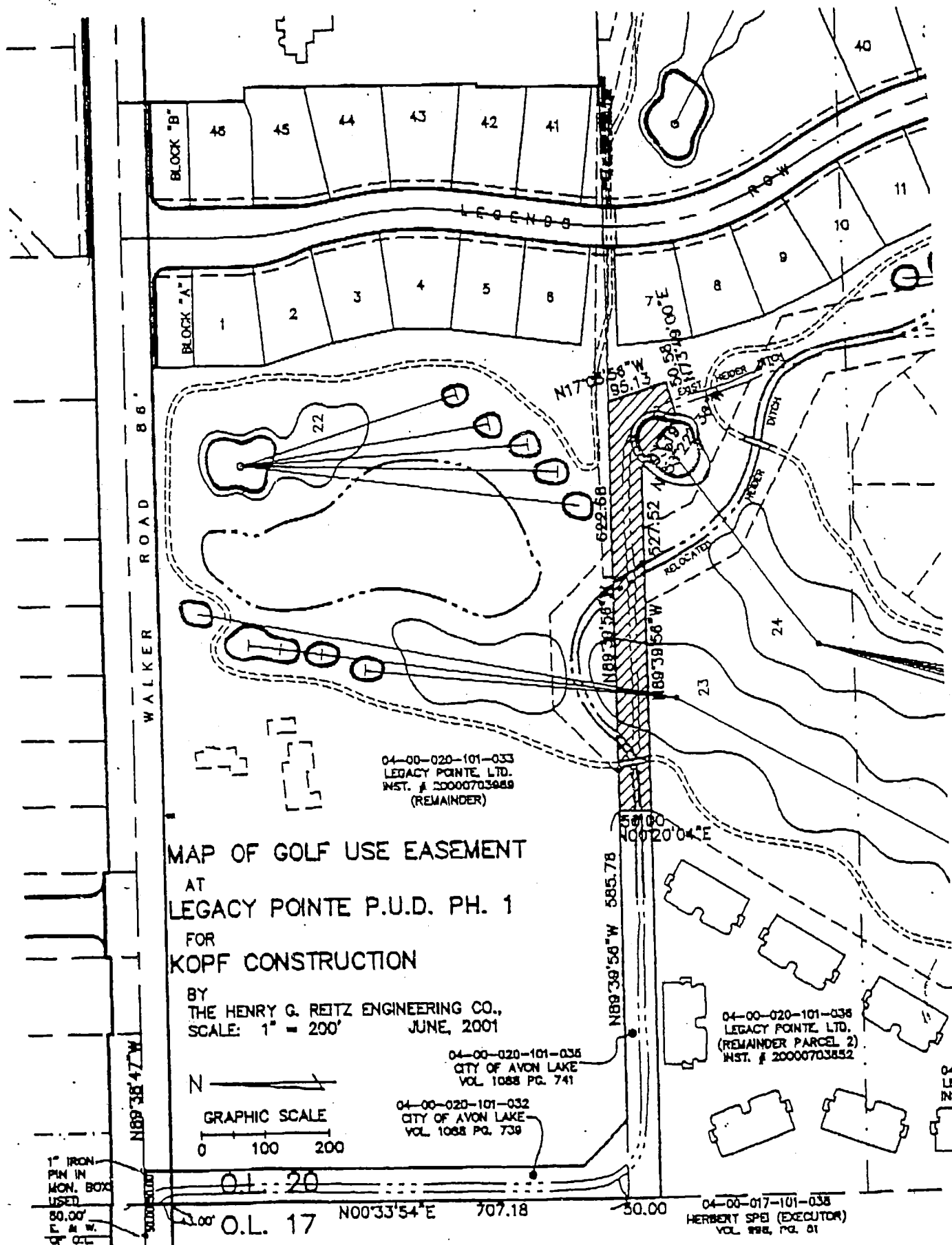


EXHIBIT "D-1"

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

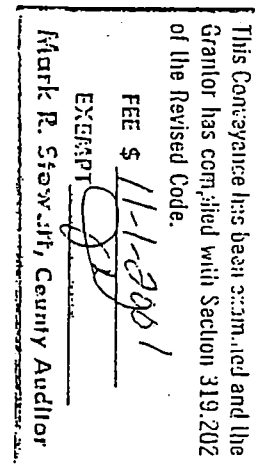
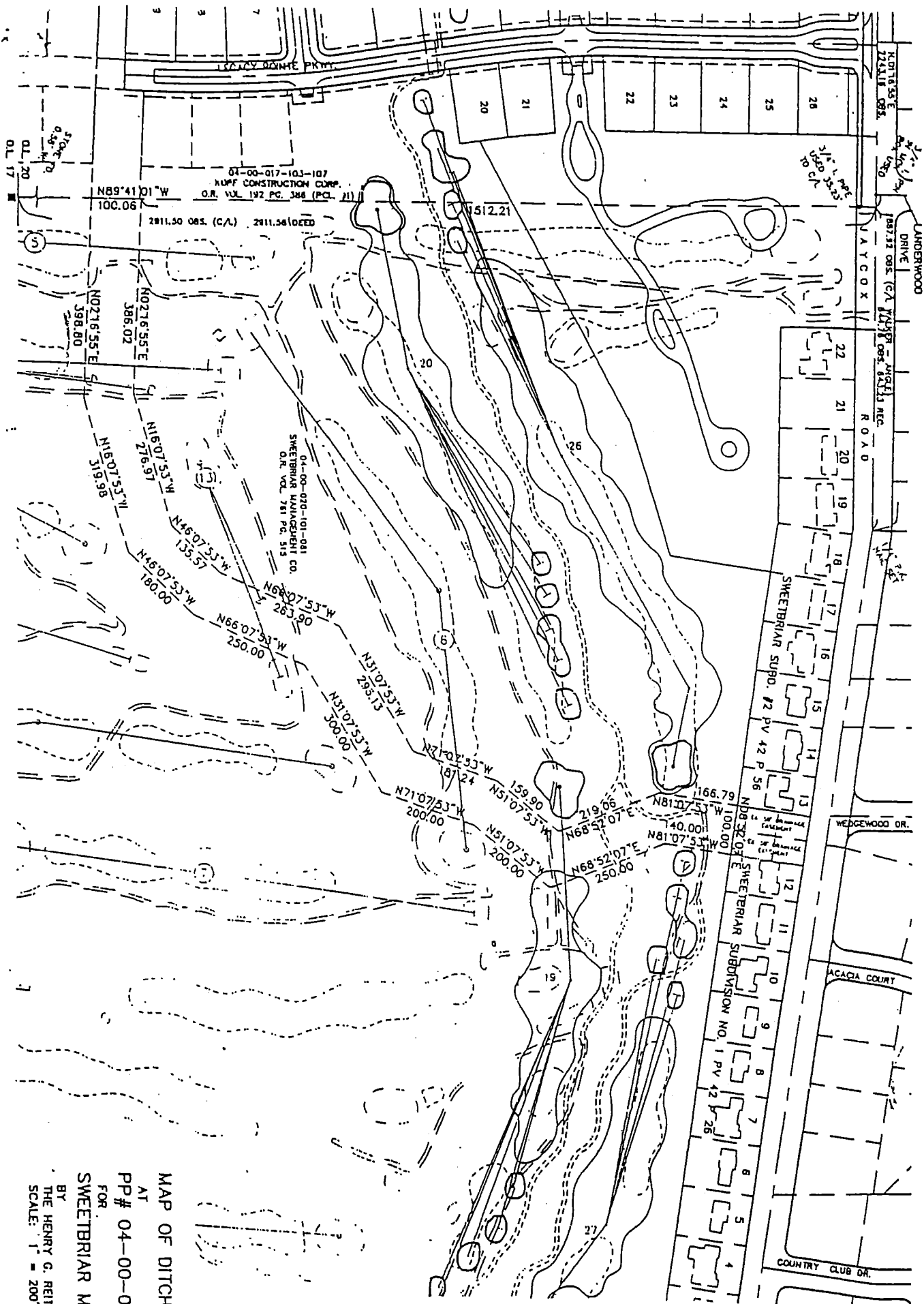


EXHIBIT "F"

Map of Ditch Easement within the Sweetbriar Golf Course Property

Reduced sized drawing



N
GRAPHIC
0 100

MAP OF DITCH EASEMEN.
AT
PP# 04-00-020-101-01
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.

410 (SSI, MARY ANN JAMISON, COUNTY RECORDER OF LORAIN, OHIO IN WHOSE
LORAIN) CUSTODY THE RECORDS OF SAID COUNTY ARE KEPT, SO HEREBY CERTIFY
S A TRUE AND CORRECT COPY OF INSTRUMENT NUMBER: 20010787603
JNTY. ss Eshraan
BY WHOM I HAVE HEREINTO TO SUBSCRIBE MY NAME AND AFFIXED MY OFFICIAL SEAL
OF 1st DAY OF November 2001
MARY ANN JAMISON LORAIN COUNTY RECORDER
BY DEPUTY RECORDER
Jane L. Y. Mott

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2001 NOV -1 P 3:00

RECEIVED FOR RECORD

BOX: LORAIN COUNTY TITLE CO

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.

Anne M. Hayfield
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. Sayler, Registered Surveyor No. S-7425, dated June, 2002, be the same more or less, but subject to all legal highways and easements of record.

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

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2002 OCT 15 P 3:38

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**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 extent amended by the First Amendment, remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this First Amendment at the time and place hereinabove set forth.

LEGACY POINTE, LTD.

By: **KOPF CONSTRUCTION CORP.,
MANAGING MEMBER**

By: H.R. Kopf, President

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 28th day of March, 2003.

Anne M. Sykes
NOTARY PUBLIC

ANNE M. TYLER
formerly known as ANNE M. HATFIELD
Notary Public State of Ohio
My Commission Expires 6-30-2004

6/30/04

THIS INSTRUMENT PREPARED BY:
Kenneth R. Resar
Riley, Resar & Associates, P.L.L.
520 Broadway, Suite 200
Lorain, OH 44052
(440) 244-5214

MARY ANN JAMISON
LORAIN COUNTY
JAN 19 1970

2003 MAR 31 P 12:33

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BOX: LORAIN COUNTY TITLE CO.

**THIRD AMENDMENT
to the
LEGACY POINTE
MASTER DECLARATION
of
RESTRICTIONS, RESERVATIONS AND COVENANTS**

This Third Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants ("Third Amendment") is made this 8th day of April, 2004, at Avon Lake, Ohio, by Legacy Pointe, Ltd., an Ohio limited liability company ("Developer"):

WITNESSETH:

WHEREAS, Developer recorded the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on December 20, 2001, as Document Number 20010799005 of the Lorain County Records (the "Declaration"); and

WHEREAS, Developer recorded the First Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on October 15, 2002, as Document Number 20020861813 of the Lorain County Records (the "First Amendment"); and

WHEREAS, Developer recorded the Second Amendment to the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants on March 31, 2003, as Document Number 20030902304 of the Lorain County Records (the "Second Amendment"); and

WHEREAS, pursuant to Article XV, Section 15.02(a) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to subject additional real property to the provisions of the Declaration; and

WHEREAS, pursuant to Article XV, Section 15.02(b) of the Legacy Pointe Master Declaration of Restrictions, Reservations and Covenants, Developer retained the right to amend the Declaration for any purpose not inconsistent with the development of Legacy Pointe Development as a first class residential community; and

WHEREAS, Developer desires to subject additional property to the terms of the Declaration.

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

1. The real estate located in the City of Avon Lake and described as Sublots No. 69 through 78, inclusive and Blocks "H" and "I" of Legacy Pointe Subdivision No. 3, as such Sublots are shown on the Plat of Legacy Pointe Subdivision No. 3, as recorded with the County Recorder of Lorain County, Ohio on or about April 4, 2004, in Volume 20, Pages 26 and 27, Lorain County Plat

2. Blocks "H" and "T" 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.

4/14/04 kmn

vcm

**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.

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Pgs. 42, 43

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NO TRANSFER NECESSARY**MARK R. STEWART****LORAIN COUNTY AUDITOR**

10/27/04 smn

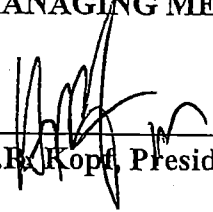
NOW, THEREFORE, Developer shall and does hereby amend the Declaration as follows:

1. The real estate located in the City of Avon Lake and described as Sublots No. 79 through 88, inclusive and Block "J" of Legacy Pointe Subdivision No. 4, as such Sublots and Block are shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio on or about _____, 2004, in Volume _____, Pages _____ and _____, Lorain County Plat Records, is hereby incorporated into the Land (as defined in the Declaration) which is subject to the Declaration, as amended.
2. Blocks "J" as shown on the Plat of Legacy Pointe Subdivision No. 4, is hereby designated as a Recreation Area as such term is defined within the Declaration, as amended.
3. The 0.3489 acre parcel of real property located in the City of Avon Lake and described as Block "K" of Legacy Pointe Subdivision No. 4, as such Block is shown on the Plat of Legacy Pointe Subdivision No. 4, as recorded with the County Recorder of Lorain County, Ohio, in Volume _____, Pages _____ and _____, Lorain County Plat Records, is hereby designated as Golf Course Property, (as defined in the Declaration), and is therefor not a part of the Land and is not subject to the Declaration.
4. In all other respects not herein expressly amended, the Declaration, except to the extent amended by the First Amendment, the Second Amendment and the Third Amendment remains unaltered and unamended.

IN WITNESS WHEREOF, the Developer, Legacy Pointe, Ltd., by Kopf Construction Corp., the managing member, by H. R. Kopf, President, has executed this Fourth Amendment at the time and place set forth above.

LEGACY POINTE, LTD.

**By: KOPF CONSTRUCTION CORP.,
MANAGING MEMBER**

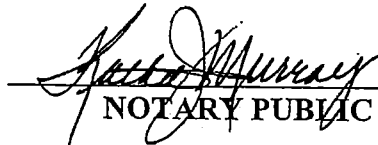
By: 
H. R. Kopf, President

036076

STATE OF OHIO)
) SS
LORAIN COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared H.R. Kopf, known to me to be the President of Kopf Construction Corp, the Managing Member of Legacy Pointe, Ltd., and acknowledged to me that he did sign said instrument in the name and on behalf of said companies, being thereto duly authorized, and that the same is his free act and deed and the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Avon Lake, Ohio, this 18th day of October, 2004.


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

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2004 OCT 27 P 3:17

RECEIVED FOR RECORD

Plat#
036075

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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
---------------	---

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.

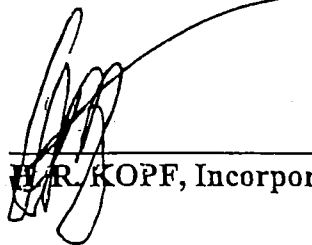
- B. The Corporation shall, in the case of any person who is or was an officer or Trustee, and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the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



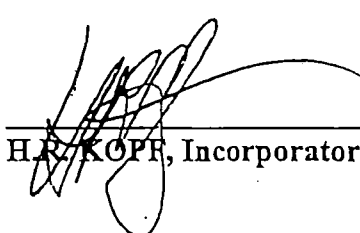
H. R. KOPF, Incorporator

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

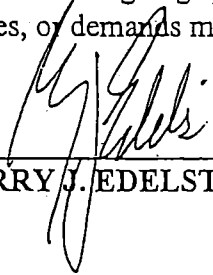


H.R. KOPP, Incorporator


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


Doc ID: 016301540019 Type: OFF
Kind: DECLARATION
Recorded: 02/22/2011 at 12:47:27 PM
Fee Amt: \$164.00 Page 1 of 19
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2011-0364918**

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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
RESTRICTIONS, RESERVATIONS AND COVENANTS FOR LEGACY POINT
DEVELOPMENT RECORDED AT INSTRUMENT NO. 2001-0799006 OF THE LORAIN
COUNTY RECORDS ON DECEMBER 20, 2001.

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

WHEREAS, The Legacy Pointe Recreational Association, Inc. ("Association") was created on or about November 20, 2001, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

WHEREAS, the Associations' principal purpose is to maintain and operate recreational areas and facilities located in the Legacy Pointe Development located in Avon Lake, Ohio, pursuant to the terms and provisions of the Legacy Pointe Homeowners' Declaration of Restrictions, Reservations and Covenants, that was filed for record on December 20, 2001 as Instrument No. 20010799006 of the Lorain County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, a set of Bylaws (the "Bylaws") for conducting the Association's affairs was also created and adopted by the Declarant, but not filed for record with the Lorain County Records; and

WHEREAS, Article VII, Section 7.01, of the Bylaws provides that the Bylaws can be amended by the affirmative vote of a majority of the members of the Board of Trustees of the Association; and

WHEREAS, Article IV, Section 4.06, of the Bylaws provides that any action that may be authorized or taken at a meeting of the Trustees may be taken without a meeting with the affirmative vote or approval of and writings signed by at least four (4) voting Trustees; and

WHEREAS, the proceedings necessary to amend the Bylaws, as required by the Bylaws, have in all respects been complied with; and

WHEREAS, to insure the integrity of the Bylaws, as amended, and to maintain a permanent record of said Bylaws, the Association's Board of Trustees has decided to have the Bylaws, as amended, filed for record with the Lorain County Recorder's Office.

NOW THEREFORE, The Legacy Pointe Recreational Association, Inc., for the purpose of recording the Association's Bylaws, as amended, with the Lorain County Recorder, have prepared this document and have attached hereto as Exhibit "A", a true and accurate copy of the Bylaws, as amended, of Legacy Pointe Recreational Association, Inc.;

1. The undersigned officers of the Association, hereby affirm the copy of the Bylaws of the Legacy Pointe Recreational Association, Inc., marked as Exhibit A, attached hereto and

incorporated herein by reference, are a true and accurate copy of the Bylaws of the Association, as amended, that are currently in effect as of the date this document has been executed.

2. In accordance with the provisions of Article IV, Section 4.06, of the original Bylaws of the Association, the amended Bylaws were adopted and approved by the Board of Trustee by at least four (4) of the five (5) Trustees signing their respective names to the amended Bylaws

IN WITNESS WHEREOF, the said the Legacy Pointe Recreational Association, Inc., by its authorized representatives, caused the execution of this instrument this 17th day of February 2011.

THE LEGACY POINTE RECREATIONAL
ASSOCIATION, INC.

By: _____, its President

By: _____, its Secretary

STATE OF OHIO)
) SS
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Pointe Recreational Association, Inc., by H. R. KOPF, its President and Barry J. Edelson, its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as each officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Quon Lake Ohio, this 17th day of February, 2011.

Kristen McLaughlin
NOTARY PUBLIC
KRISTEN McLAUGHLIN, Notary Public
State of Ohio
My Commission Expires June 24, 2012

This instrument prepared by:
RILEY, RESAR & ASSOCIATES, P.L.L.
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
(440) 244-5214 - Telephone
(440) 244-0244 - Facsimile
email: ken@rileyresar.com

Exhibit A

BY-LAWS

OF

**THE LEGACY POINTE
RECREATIONAL ASSOCIATION, INC.**

(February 1, 2011)

Prepared by:

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

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

The within By-Laws have been amended and adopted by a majority of the Trustees of the Legacy Pointe Recreational Association, Inc., in accordance with the provisions of Section 4.06 and Section 7.01 of the By-Laws of The Legacy Pointe Recreational Association, Inc., dated January 1, 2002.

The purpose of the organization is to provide for the establishment and ongoing operation of a management association to manage the General Common Areas, Recreational Areas and Recreational Facilities constructed within the Legacy Pointe Development Recreational Area, and for the other purposes set forth in the Articles of Incorporation.

Except as otherwise provided in these By-Laws, and except as the context otherwise requires, all terms and/or words used herein which are defined in the Master Declaration of Covenants and Restrictions for Legacy Pointe Subdivision No. 1, the Homeowners' Declaration of Covenants and Restrictions for Legacy Pointe Subdivisions No. 1, No. 2, No. 3, No. 4, No. 5 and No. 6, and the Declaration of Condominium Ownership for The Legacy Pointe Condominiums No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 (hereinafter jointly called the "Declarations") have the same meaning herein as set forth therein. Where the context requires, references to "Lots," mean each and every Lot in the Legacy Pointe Development.

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

ARTICLE I. THE ASSOCIATION

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

1.02 Membership. The number of members of the Club shall be four hundred and three (403) (as such number may hereafter be adjusted due to changes in the number

Condominium Units, Lots and/or other Residences developed and/or due to the sale by the Developer of any Lots), consisting of:

- (a) Each of the owners of the forty six (46) Lots (as such number may be adjusted) in The Legacy Pointe Subdivision No. 1, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter called "Homeowners");
- (b) Each of the owners of the twenty two (22) Lots in Legacy Pointe Subdivision No. 2, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (c) Each of the owners of the ten (10) Lots Legacy Pointe Subdivision No. 3, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (d) Each of the owners of the ten (10) Lots in Legacy Pointe Subdivision No. 4, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (e) Each of the owners of the twenty five (25) Lots in Legacy Pointe Subdivision No. 5, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (f) Each of the owners of the thirty three (33) Lots in Legacy Pointe Subdivision No. 6, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (g) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 1, (maximum of 45 units), who are Members of Legacy Pointe Condominium No. 1 Unit Owners' Association, Inc. (hereinafter called "Group A Unit Owners); and
- (h) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 2, (maximum of 35 units), who are Members of The Legacy Pointe Condominiums No. 2 Unit Owners' Association, Inc. (hereinafter called "Group B Unit Owners); and
- (i) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 3 (maximum of 49 units), who are Members of The Legacy Pointe Condominium No. 3 Unit Owners' Association, Inc. (hereinafter called "Group C Unit Owners); and

- (j) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 4 (maximum of 42 units), who are Members of The Legacy Pointe Condominiums No. 4 Unit Owners' Association, Inc. (hereinafter called "Group D Unit Owners"); and
- (k) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 5 (maximum of 34 units), who are Members of The Legacy Pointe Condominiums No. 5 Unit Owners' Association, Inc. (hereinafter called "Group F Unit Owners"); and
- (l) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 6 (maximum of 52 units), who are Members of The Legacy Pointe Condominiums No. 6 Unit Owners' Association, Inc. (hereinafter called "Group E Unit Owners"); and

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

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

In the event fewer than a total of four hundred three (403) Lots, Units and other Residences are developed within the Legacy Pointe Development, then the number of members of the Club shall be as many as the sum of the Lots, Units, and other Residences within the Legacy Pointe Development.

1.03 Voting Rights. There shall be one (1) voting member for each Lot, one (1) voting member for each Condominium Unit, and one (1) voting member for each other Residence. Such voting member may be the owner or the group composed of all the owners of a Lot, Unit or other Residence, and each owner or group of owners shall be entitled to one (1) vote. The total number of votes of all voting members shall be four hundred three (403), subject to adjustment as provided hereinabove.

ARTICLE II. BOARD OF TRUSTEES

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

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

2.03 Manner of Admission.

- (a) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.
- (b) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.
- (c) The fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.
- (d) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have the right to appoint the fourth (4th) and fifth (5th) Trustees, one (1) representing the Homeowners' Association(s) and one (1) representing the Condominium Group Parcel(s) Unit Owners' Associations.

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

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

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

2.06 Indemnification of Board Members and Officers.

- (a) The Association shall indemnify any member of the Board of Directors or office of the Association or any former Board member or office of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceedings, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or office of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or office of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or office acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or office had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.
- (b) The above required determination shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in

defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

- (c) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.
- (d) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.
- (e) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association. The Association's obligation to indemnify shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.
- (f) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under the Article; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

ARTICLE III. POWERS OF TRUSTEES

3.01 General. The Club, through a majority of its Trustees, may take such steps or actions as are necessary to protect and preserve the Club Facilities, consisting of The Legacy Pointe Recreational Area and Recreational Facilities located thereon. In addition to the Recreational Area and the Recreational Facilities, the Club will be responsible for the maintenance and upkeep of the Island Areas, Hubs, General Common Areas and identification areas, if any. The Trustees may further adopt such uniform rules and regulations governing the use and enjoyment of the Recreational Facilities and General Common Areas, and shall have the right to levy annual Dues and special Assessments which may be necessary for maintenance, improvement or other capital expenditures or for emergency operating, maintenance and repair costs.

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

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

Until January 1, 2008, or until such time as two hundred (200) Residences within the Legacy Pointe Development have been sold and transferred by Legacy Pointe, Ltd. for value in arms length transactions (whichever occurs earlier), Legacy Pointe, Ltd. agrees to be responsible for payment of the difference if any, between the actual operating expenses of the

Club and the amount of Dues contributed by Club members therefor. Thereafter, Legacy Pointe, Ltd, shall have no responsibility for such payment (or any other payment), and any such deficit shall be paid equally by every member of the Club.

In the event the Club is required to make expenditures for extraordinary repair, replacement, renovation or expansion of all or any part of the Club Facilities, then, in that event, the Board of Trustees shall have the right to levy special Assessments against all members of the Club. Assessments shall be computed by the Board of Trustees, and such Assessments shall be paid proportionately by the members of the Club, based upon the total number of Lot, Unit and other Residence owners at that time comprising membership of the Club.

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

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

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

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

lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien or other rights in and against the Lot, Unit or other Residence, or against the Owner of the Lot, Unit, or other Residence who is responsible for payment of such delinquent amount.

ARTICLE IV. MEETINGS OF TRUSTEES

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

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

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

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

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

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

ARTICLE V. OFFICERS

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

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

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

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

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

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

- (c) Treasurer. If required by a majority of the Trustees, the Treasurer shall give a bond for the faithful discharge of his duties, in such sum and with such surety or sureties as a majority of the Trustees shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Club, receive and give receipts for moneys due and payable to the Club from any source whatsoever, and deposit all such moneys in the name of the Club in such banks, trust companies or other depositories as shall be selected by a majority of the Trustees; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.
- (d) Secretary. The Secretary shall keep the minutes of the meeting of the Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and the seal of the Corporation, if any, and see that such seal, if any, is affixed to all documents the execution of which on behalf of the Corporation is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Trustee; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by a majority of the Trustees.

ARTICLE VI. MISCELLANEOUS

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

6.02 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of September and end on the 31st day of August of the following calendar year.

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

ARTICLE VII. AMENDMENTS

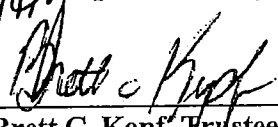
7.01 Amendment of By-Laws. These By-Laws may be amended, repealed or added to, or new By-Laws may be adopted, by the affirmative vote of a majority of the voting Trustees present if a quorum is present at a meeting duly called for the purpose of amending such By-Laws; provided, however, that no amendment to these By-Laws may be made without the consent of Legacy Pointe, Ltd., which would adversely affect Legacy Pointe, Ltd., its successors or assigns.

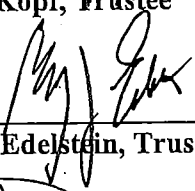
7.02 Amendment of Articles of Incorporation. The Articles of Incorporation of a Club may not be amended except by a vote of a majority of the members of the Club; and no amendment which would adversely affect Legacy Pointe, Ltd., or Legacy Pointe, Ltd.'s rights under the Articles of Incorporation may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

IN WITNESS WHEREOF, The Legacy Pointe Recreational Association, Inc.
acting by and through a majority of its Trustees, has executed these Amended By-Laws, this
17th day of February, 2011.

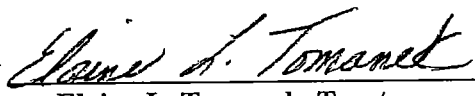
**THE LEGACY POINTE
RECREATIONAL ASSOCIATION, INC.**

By _____
H.R. Kopf, Trustee

By _____
Brett C. Kopf, Trustee

By _____
Barry J. Edelstein, Trustee

By _____
Richard H. Mayr, Trustee

By _____
Elaine L. Tomanek, Trustee

LAWYERS TITLE CO
424 MIDDLE AVE
ELYRIA, OH 44035