



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. Edelstein, its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as each officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in 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

TABLE OF CONTENTS

ARTICLE I. THE ASSOCIATION.	1
1.01 Name and Nature of Association.	1
1.02 Membership.	1
1.03 Voting Rights.	4
ARTICLE II. BOARD OF TRUSTEES.	4
2.01 Number and Term of Office.	4
2.02 Voting Rights.	4
2.03 Manner of Admission.	4
2.04 Termination of Trusteeship.	5
2.05 Resignation.	5
2.06 Indemnification of Board Members and Officers.	5
ARTICLE III. POWERS OF TRUSTEES.	7
3.01 General.	7
3.02 Annual Assessments for Dues.	8
3.03 Special Assessments.	8
3.04 Due Dates of Assessments.	8
ARTICLE IV. MEETINGS OF TRUSTEES.	9
4.01 Annual Meetings.	9
4.02 Special Meetings.	9
4.03 Notices of Meetings.	9
4.04 Quorum.	9
4.05 Proxies.	10
4.06 Action by Trustees Without a Meeting.	10
ARTICLE V. OFFICERS.	10
5.01 Officers.	10
5.02 Removal.	10
5.03 Vacancies.	10
5.04 Duties.	10
ARTICLE VI. MISCELLANEOUS.	11
6.01 Books and Records.	11
6.02 Fiscal Year.	11
6.03 Waiver of Notice.	11
ARTICLE VII. AMENDMENTS.	12
7.01 Amendment of By-Laws.	12
7.02 Amendment of Articles of Incorporation.	12

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

The within By-Laws have been amended and adopted by a majority of the Trustees of the Legacy Pointe Recreational Association, Inc., in accordance with the provisions of Section 4.06 and Section 7.01 of the By-Laws of The Legacy Pointe Recreational Association, Inc., dated January 1, 2002.

The purpose of the organization is to provide for the establishment and ongoing operation of a management association to manage the General Common Areas, Recreational Areas and Recreational Facilities constructed withing the Legacy Pointe Development Recreational Area, and for the other purposes set forth in the Articles of Incorporation.

Except as otherwise provided in these By-Laws, and except as the context otherwise requires, all terms and/or words used herein which are defined in the Master Declaration of Covenants and Restrictions for Legacy Pointe Subdivision No. 1, the Homeowners' Declaration of Covenants and Restrictions for Legacy Pointe Subdivisions No. 1, No. 2, No. 3, No. 4, No. 5 and No. 6, and the Declaration of Condominium Ownership for The Legacy Pointe Condominiums No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 (hereinafter jointly called the "Declarations") have the same meaning herein as set forth therein. Where the context requires, references to "Lots," mean each and every Lot in the Legacy Pointe Development.

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

ARTICLE I. THE ASSOCIATION

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

1.02 Membership. The number of members of the Club shall be four hundred and three (403) (as such number may hereafter be adjusted due to changes in the number

Condominium Units, Lots and/or other Residences developed and/or due to the sale by the Developer of any Lots), consisting of:

- (a) Each of the owners of the forty six (46) Lots (as such number may be adjusted) in The Legacy Pointe Subdivision No. 1, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter called "Homeowners");
- (b) Each of the owners of the twenty two (22) Lots in Legacy Pointe Subdivision No. 2, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (c) Each of the owners of the ten (10) Lots Legacy Pointe Subdivision No. 3, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (d) Each of the owners of the ten (10) Lots in Legacy Pointe Subdivision No. 4, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (e) Each of the owners of the twenty five (25) Lots in Legacy Pointe Subdivision No. 5, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (f) Each of the owners of the thirty three (33) Lots in Legacy Pointe Subdivision No. 6, who are Members of The Legacy Pointe Homeowners' Association, Inc. (hereinafter also called "Homeowners");
- (g) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 1, (maximum of 45 units), who are Members of Legacy Pointe Condominium No. 1 Unit Owners' Association, Inc. (hereinafter called "Group A Unit Owners"); and
- (h) Each of the owners of the contemplated units in the Legacy Pointe Condominiums No. 2, (maximum of 35 units), who are Members of The Legacy Pointe Condominiums No. 2 Unit Owners' Association, Inc. (hereinafter called "Group B Unit Owners"); and
- (i) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 3 (maximum of 49 units), who are Members of The Legacy Pointe Condominium No. 3 Unit Owners' Association, Inc. (hereinafter called "Group C Unit Owners"); and

- (j) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 4 (maximum of 42 units), who are Members of The Legacy Pointe Condominiums No. 4 Unit Owners' Association, Inc. (hereinafter called "Group D Unit Owners"); and
- (k) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 5 (maximum of 34 units), who are Members of The Legacy Pointe Condominiums No. 5 Unit Owners' Association, Inc. (hereinafter called "Group F Unit Owners"); and
- (l) Each of the owners of the contemplated units in The Legacy Pointe Condominiums No. 6 (maximum of 52 units), who are Members of The Legacy Pointe Condominiums No. 6 Unit Owners' Association, Inc. (hereinafter called "Group E Unit Owners"); and

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

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

In the event fewer than a total of four hundred three (403) Lots, Units and other Residences are developed within the Legacy Pointe Development, then the number of members of the Club shall be as many as the sum of the Lots, Units, and other Residences within the Legacy Pointe Development.

1.03 Voting Rights. There shall be one (1) voting member for each Lot, one (1) voting member for each Condominium Unit, and one (1) voting member for each other Residence. Such voting member may be the owner or the group composed of all the owners of a Lot, Unit or other Residence, and each owner or group of owners shall be entitled to one (1) vote. The total number of votes of all voting members shall be four hundred three (403), subject to adjustment as provided hereinabove.

ARTICLE II. BOARD OF TRUSTEES

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

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

2.03 Manner of Admission.

- (a) Until October 1, 2026, Legacy Pointe, Ltd., its successors and assigns, shall have the right to appoint three of the five (5) of the Trustees. However, Legacy Pointe, Ltd., may, at any time prior to October 1, 2026, by written notice to the Club, waive its right to appoint any or all of said three (3) Trustees.
- (b) The fourth (4th) Trustee shall be appointed by the Board of Trustees of the Legacy Pointe Homeowners' Association. However, in the event there is more than one Homeowners Association representing different groups of Lot owners within the Legacy Pointe Subdivision, then the fourth (4th) Trustee shall be elected by a vote of the Lot owners in accordance with the procedures set forth in the Club By-laws.
- (c) The fifth (5th) Trustee shall be elected by a vote of the Owners of all Units and other Residences (except for the Owners of Residences located on Lots) in accordance with the procedures set forth in the Club By-laws.
- (d) However, until such time as the Homeowners Association and at least one of the Condominium Group Parcel Unit Owners Associations have the right to elect all members of the Boards of Trustees of their respective Associations, in accordance with the By-Laws of their respective Associations, Legacy Pointe, Ltd., shall have the right to appoint the fourth (4th) and fifth (5th) Trustees, one (1) representing the Homeowners' Association(s) and one (1) representing the Condominium Group Parcel(s) Unit Owners' Associations.

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

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

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

2.06 Indemnification of Board Members and Officers.

- (a) The Association shall indemnify any member of the Board of Directors or office of the Association or any former Board member or office of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceedings, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or office of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or office of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or office acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or office had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.
- (b) The above required determination shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in

defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

- (c) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.
- (d) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.
- (e) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The 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.

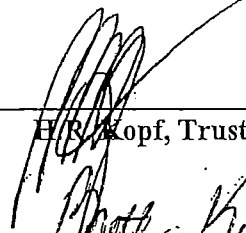
ARTICLE VII. AMENDMENTS

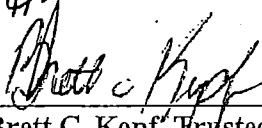
7.01 Amendment of By-Laws. These By-Laws may be amended, repealed or added to, or new By-Laws may be adopted, by the affirmative vote of a majority of the voting Trustees present if a quorum is present at a meeting duly called for the purpose of amending such By-Laws; provided, however, that no amendment 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.

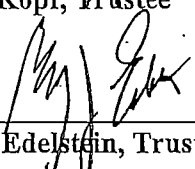
7.02 Amendment of Articles of Incorporation. The Articles of Incorporation of a Club may not be amended except by a vote of a majority of the members of the Club; and no amendment which would adversely affect Legacy Pointe, Ltd., or Legacy Pointe, Ltd.'s rights under the Articles of Incorporation may 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.

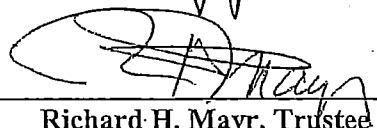
IN WITNESS WHEREOF, The Legacy Pointe Recreational Association, Inc.
acting by and through a majority of its Trustees, has executed these Amended By-Laws, this
17th day of February, 2011.


THE LEGACY POINTE
RECREATIONAL ASSOCIATION, INC.

By 
H.B. 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

EASEMENT AND MAINTENANCE AGREEMENT

Legacy Pointe No. 4 Condominium, Winery Parcel Maintenance Easement

THIS EASEMENT AND MAINTENANCE AGREEMENT is made on this _____ day of _____, 2005, 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**") and **LEGACY POINTE NO. 4 CONDOMINIUM UNIT OWNERS' ASSOCIATION**, an Ohio not for profit corporation, (hereinafter called "**Association**").

WHEREAS, Legacy, is the owner of the real property described on Exhibit "A", attached hereto and incorporated herein by reference (the "Legacy Pointe Winery Parcel"); and

WHEREAS, the Legacy Pointe Winery Parcel abuts, and to a large extent surrounds, the real property that is a part of the Condominium Property of the Legacy Pointe No. 4 Condominium and the Additional Condominium Property that may hereafter be added to the Condominium Property the extent permitted by the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium; and

WHEREAS, the Association, for itself and for the benefit of each and every current and future Owner of a Unit in the Legacy Pointe No. 4 Condominium, desires the ability to consult with the owner of the Legacy Pointe Parcel regarding the extent and type of maintenance performed on the Legacy Pointe Winery Parcel; and

WHEREAS, the Association desire to obtain an agreement whereby the Association, for itself, and on behalf of all of the current and future owners of Units in the Legacy Pointe No. 4 Condominium, has the right to maintain certain portions of the Legacy Pointe Winery Parcel; and

WHEREAS, Legacy has agreed to grant Legacy Pointe No. 4 Condominium Unit Owners' Association, an easement over and upon certain portions of the Legacy Pointe Winery Parcel for the purpose of cleaning and maintaining the portions of the Legacy Pointe Winery Parcel identified on the drawing marked as Exhibit B, which is attached hereto and incorporated herein by reference, and more fully described by the legal description set forth on Exhibit C, which is also attached hereto and incorporated herein by reference. The portion of the Legacy Pointe Winery Parcel identified on Exhibit B as the "Area of Condo Assoc. Maintenance of Winery Land" and more fully described by the legal description set forth on Exhibit C shall hereinafter be referred to as the "Association Easement Premises"; and

WHEREAS, Legacy desires the right to enter and inspect the Association Easement Premises, and, if necessary, to enter and make such repairs and perform such

maintenance work as Legacy deems reasonably necessary, in the event the Association fails to maintain or make necessary repairs to the Association Easement Premises; and

WHEREAS, the Association desires to assure that Legacy is held harmless from any loss, damages or liability that Legacy may suffer from claims made against Legacy by reason of the use and maintenance of the aforesaid Association Easement Premises.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this agreement, for Legacy Pointe No. 4 Condominium Unit Owners' Association's agreement to clean and maintain the Association Easement Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Association Easement. Legacy hereby grants unto the Association, and its successors and assigns, an easement, over, upon and through the portion of the Legacy Pointe Winery Parcel described above as the Association Easement Premises, to use, repair and maintain the trees, shrubs, bushes, grasses, ground covers and other landscaping features located therein, including such grading, mounding, paths, walkways, swales, 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 and the Association, for the maintenance, use, or repair of any portion thereof, (collectively the "Easement Premises Improvements"). Said easement rights shall include the right to remove any trees, shrubs, landscaping, structures or other improvements within said Association Easement Premises, which unreasonable interfere with the maintenance or repair of the Easement Premises Improvements, or the use of the Association Easement Premises as a part of the Winery Property. Said easement rights shall include the right to remove only those trees, shrubs, bushes, grasses, ground covers and other landscaping features within the Association Easement Premises, which unreasonable interfere with the maintenance and repair of the Association Easement Improvements. The Association, in conjunction with any maintenance or repair of the Easement Premises Improvements, shall not take any action which substantially or unreasonably interferes with the use of the Legacy Pointe Winery Property for winery purposes and shall take such action as is reasonable under the circumstances to limit its interference with the ongoing use of the Legacy Pointe Winery Property, including, but not limited to, the Association Easement Premises by Legacy, its successors, assigns, agents, employees, patrons and invited guests.

2. Reservation of Rights by Legacy. Legacy reserves unto itself, and its successors and assigns, including, without limitation, all future owners of the Legacy Pointe Winery Parcel, all rights not inconsistent with the easement rights granted pursuant to this Agreement.

3. Maintenance and Repair of the Association Easement Premises. The Association, at its sole cost and expense, shall maintain and repair the Association Easement Premises and the Easement Premises Improvements. The work necessary to maintain and repair the Association Easement Premises and the Easement Premises Improvements shall be performed in accordance with plans and/or policies approved by Legacy. The maintenance and repair obligations shall continue as long as the easements granted by Legacy pursuant to this agreement remain in effect. The Association, subject to paragraphs 4, 6 and 9 hereof, shall also indemnify and save harmless Legacy from any and all expenses related to the ongoing maintenance and repair of the Easement Premise Improvements located within the Association Easement Premises. Subject to paragraphs 4, 6 and 9 hereof, the Association further agrees to save harmless Legacy from any and all costs, attorney fees, liability or damages Legacy may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against Legacy arising out of the use, maintenance or repair of the Association Easement Premises, and, subject to paragraphs 6 and 9 hereof, the Association shall undertake the defense, trial and appeals of any and all lawsuits brought against Legacy by reason of any of the aforesaid claims, demands and causes of action.

4. Indemnification for Costs, Expenses and Claims Arising from Easement Premises Improvements. The Association, at its sole cost and expense, shall be responsible for the installation, maintenance and repair of all Easement Premises Improvements currently or hereafter installed or constructed within the Association Easement Premises. Subject to paragraphs 6 and 9 hereof, the Association shall indemnify and save harmless the City from any and all expenses related to the construction, installation, repair or maintenance of the Association Easement Improvements currently or hereafter installed in, under or upon the Association Easement Premises. Subject to paragraphs 6 and 9 hereof, the Association further agrees to save harmless Legacy from any and all costs, attorney fees, liability or damages Legacy may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against Legacy arising out of the construction, installation, use, or maintenance of said Association Easement Improvements, and, subject to paragraphs 6 and 9 hereof, the Association shall undertake the defense, trial and appeals of any and all lawsuits brought against Legacy by reason of any of the aforesaid claims, demands and causes of action.

5. Self Help By Legacy. Legacy shall not be obligated to maintain or repair any damage to any Association Easement Improvements located upon or within the Association Easement Premises. The Association shall retain the obligation to maintain all Association Easement Improvements. Legacy, for the purpose of determining whether or not the Association Easement Premises and the Association Easement Improvements are being properly maintained, shall have the right to enter and inspect the Association Easement Premise. In the event the Association, or its successors and assigns, fail to maintain the Association Easement Improvements, or any portion of the Association Easement Premises, Legacy may provide the Association with written notice of the maintenance work or repairs that need to be completed. In

the event the Association fails to commence the needed maintenance work or repairs within ten (10) days after the Association's receipt of such written notice, Legacy shall have the right, at the expense of the Association, to enter the Association Easement Premises to perform such maintenance and repairs as are required or deemed reasonably necessary or prudent by Legacy. Such right shall be in addition to any other remedies available to Legacy at law or in equity.

6. Period Covered. The easements and indemnity agreement provided for herein, shall commence on the date this Easement and Maintenance Agreement is filed with the Lorain County Recorder and shall continue in effect forever unless terminated by Legacy (as hereinafter set forth) or by mutual agreement of the parties, which agreement shall be in writing. Legacy, at its sole discretion, with or without cause, may terminate this agreement at any time by providing the Association with a minimum 90 day advance notice of its decision to terminate this agreement. Upon termination of this agreement by Legacy, the Association, as of the termination date, shall be relieved of any further obligation to maintain or repair the Association Easement Premises or the Association Easement Improvements.

7. Limitation of Liability. The Association's liability under this contract shall not be limited in terms of a dollar amount.

8. Association Common Expense. The Association further agrees to incorporate the rights, duties and obligations contained in this Easement and Maintenance Agreement into the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium (the "Declaration") or the Bylaws of the Legacy Pointe No. 4 Unit Owners' Association (the "Bylaws"). The Declaration or Bylaws shall provide that all costs and expenses incurred by the Association to comply with the terms and conditions of this Easement and Maintenance Agreement shall be a common expense of the Association.

9. Expenses, Attorney Fees and Costs. If Legacy, in the enforcement of any part of this Easement and maintenance agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then the Association agrees to reimburse Legacy for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from Legacy of the incurring of such expenses, costs or obligation.

10. Insurance. The Association 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 Legacy. The Association, upon request, shall provide Legacy with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

11. 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.

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

12. 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 Easement and Maintenance Agreement by and through their authorized representatives or officers on the day and year first above written.

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

By: _____
H. R. Kopf, President

LEGACY POINTE NO. 4 CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: _____
Trustee

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 ____ day of _____, 2005.

Notary Public

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that he was the authorized representative of Legacy Pointe No. 4 Condominium Unit Owner's Association and that the signing of the foregoing Assignment and Assumption Agreement to be his free act and deed and the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005.

Notary Public

This instrument prepared by:
Kenneth R. Resar, Esq.
520 Broadway Avenue
Lorain, Ohio 44052
PH: (440) 244-5214

FAKRR\KOPF\Legacy Pointe\Heider Ditch Easement\Legacy Pointe No 4 Condominium Winery Parcel Maintenance Easement, March 1, 2005, (Word Format).doc

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

EXHIBIT "A"

Legal Description of the Legacy Pointe Winery Parcel

January 21st, 2005

Description of Winery Remainder Parcel in Legacy Pointe

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 327.10 feet to the Northerly prolongation of the Westerly line of Block "G" in the Legacy Pointe Subdivision No. 1, as shown by the recorded plat in Volume 70 of Plats, pages 24 – 28 of Lorain County Plat Records;

Thence S. 0degrees 21' 13" W., along said Northerly prolongation and along the Westerly line of said Block "G", a distance of 312.86 feet to an angle point;

Thence S. 35d 21' 12" W., along the Northwestern line of said Block "G", a distance of 337.66 feet to an angle point therein;

Thence S. 20d 21' 13" W., along the Northwestern line of said Block "G", a distance of 125.07 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence N. 89d 39' 55" W., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 465.03 feet to the Southeasterly corner of land so conveyed to the City of Avon Lake in Volume 1088, Page 739;

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

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

Thence N. 0d 33' 55" E., along the Easterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 636.34 feet to the Southerly line of Walker Road;

Thence S. 89d 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet;

Thence N. 24d 38' 47" W., a distance of 82.01 feet;

Thence S. 65d 21' 13" W., a distance of 147.23 feet;

Thence S. 30d 21' 13" W., a distance of 113.32 feet;

Thence S. 0d 33' 55" W., a distance of 312.11 feet;

Thence S. 28d 38' 47" E., a distance of 153.49 feet;

Thence S. 52d 38' 47" E., a distance of 105.32 feet;

Thence S. 87d 38' 47" E., a distance of 168.00 feet;

Thence N. 82d 21' 13" E., a distance of 93.34 feet;

Thence N. 37d 21' 13" E., a distance of 153.80 feet;

Thence N. 15d 38' 47" W., a distance of 177.55 feet;

Thence N. 60d 38' 47" W., a distance of 249.04 feet;

Thence N. 65d 21' 13" E., a distance of 230.85 feet;

Thence N. 24d 38' 47" W., a distance of 99.00 feet;

Thence N. 15d 21' 13" E., a distance of 93.99 feet to the principal place of beginning, and containing 5.3418 acres (232,690 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425,

dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

EXHIBIT "B"

Drawing Indicating the Portion of Legacy Pointe Winery Parcel
to be Maintained by the Legacy Pointe No. 4 Unit Owners' Association

EXHIBIT "C"

Description of Legacy Pointe Winery Land to be Maintained by
Legacy Pointe Condominium No. 4 Unit Owners' Association

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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 10.35 feet;

Thence S. 15degrees 21' 14" W., a distance of 61.60 feet;

Thence S. 0degrees 21' 13" W., a distance of 59.64 feet;

Thence S. 24degrees 38' 47" E., a distance of 57.03 feet;

Thence S. 0degrees 21' 13" W., a distance of 25.77 feet;

Thence S. 65degrees 21' 13" W., a distance of 35.23 feet;

Thence S. 2degrees 08' 47" E., a distance of 169.68 feet;

Thence N. 60degrees 38' 47" W., a distance of 212.31 feet;

Thence N. 65degrees 21' 13" E., a distance of 230.85 feet;

Thence N. 24degrees 38' 47" W., a distance of 99.00 feet;

Thence N. 15degrees 21' 13" E., a distance of 93.99 feet to the principal place of beginning, and containing 0.4383 acres (19,093 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, 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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 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 347.16 feet;

Thence S. 0degrees 21' 13" W., a distance of 50.00 feet;

Thence S. 65degrees 21' 13" W., a distance of 127.00 feet;

Thence N. 24degrees 38' 47" W., a distance of 82.01 feet;

Thence S. 65degrees 21' 13" W., a distance of 147.23 feet;

Thence S. 30degrees 21' 13" W., a distance of 113.32 feet;

Thence S. 0degrees 33' 55" W., a distance of 312.11 feet;

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

Thence S. 28degrees 38' 47" E., a distance of 153.49 feet;

Thence S. 52degrees 38' 47" E., a distance of 105.32 feet;

Thence S. 87degrees 38' 47" E., a distance of 168.00 feet;

Thence N. 82degrees 21' 13" E., a distance of 15.00 feet;

Thence S. 7degrees 38' 47" E., a distance of 3.86 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence N. 89degrees 39' 55" W., along the Northerly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 741, a distance of 279.82 feet to the Easterly corner of a parcel of land conveyed to the City of Avon Lake in Volume 1088, Page 739, as aforesaid;

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

Thence N. 0degrees 33' 55" E., along the Easterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 636.34 feet to the principal place of beginning, and containing 1.0279 acres (44,774 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

ASSIGNMENT AND ASSUMPTION AGREEMENT

RE: Legacy Pointe No. 4 Condominium, Heider Ditch Maintenance Easement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made on this _____ day of _____, 2005, 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**"), **LEGACY POINTE NO. 4 CONDOMINIUM UNIT OWNERS' ASSOCIATION**, an Ohio not for profit corporation, (hereinafter called "**Association**") and the **CITY OF AVON LAKE**, a municipal corporation, organized under the laws of the State of Ohio, (hereinafter called "**City**").

WHEREAS, the City, who claims ownership of the two parcels of real property designated as PP #04-00-017-101-032 and PP #04-00-017-101-035, by or through documents recorded at O. R. Volume 1088, Page 739, and O.R. Volume, 1088, Page 741, of Lorain County Records, and 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 and the City, entered into a Right of Entry, Easement and Indemnity Agreement on or about September 20, 2001, whereby Legacy, for itself and its successors and assigns, assumed an obligation to clean and maintain certain portions of the Heider Ditch running thru and located within the Heider Ditch Parcel, said agreement being recorded on November 1, 2001, as Instrument #20010787603 of the Lorain County Records (hereinafter referred to as the "Right of Entry, Easement and Indemnity Agreement"); and

WHEREAS, the Right of Entry, Easement and Indemnity Agreement, provides for the assignment and assumption of certain of the rights, duties and obligations of Legacy to the future owners of the Golf Course Property, as such property is described in the Right of Entry, Easement, and Indemnity Agreement; and

WHEREAS, Legacy Pointe No. 4 Condominium is being developed as a residential condominium development by Legacy on a portion of the Golf Course Property as such property is described in the Right of Entry, Easement and Indemnity Agreement; and

WHEREAS, the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium provides for Legacy Pointe No. 4 Condominium Unit Owners' Association, for itself, and on behalf of the current and future owners of all the Units of the Legacy Pointe No. 4 Condominium, to assume Legacy's obligation to clean and maintain those portions of the Heider Ditch Parcel identified on the drawing marked as Exhibit B and described by the legal description set forth on Exhibit C, both exhibits being attached hereto and incorporated herein by reference. The portion of the Heider Ditch Parcel identified on the drawing marked as Exhibit B and described by the legal description set forth on Exhibit C shall hereinafter be referred to as the "Legacy Point No. 4 Condominium Easement Premises"; and

WHEREAS, the City hereby acknowledges the assignment and assumption of Legacy's duty and obligation to clean and maintain portion of the Heider Ditch Parcel designated as the Legacy Pointe No.4 Condominium Easement Premises; and

WHEREAS, the City hereby acknowledges the release of Sweetbriar and Legacy from any further obligation to clean and maintain the portion of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this agreement, and for Legacy Pointe No 4 Condominium Unit Owners' Association's agreement to maintain those portions of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Maintenance Easement. The City of Avon Lake hereby grants unto the Legacy Pointe No. 4 Condominium Unit Owners' Association, and its successors and assigns, an easement over and upon the portion of the Heider Ditch Parcel designated above as the Legacy Pointe No. 4 Condominium Easement Premises, for the purposes of maintaining the Legacy Pointe No. 4 Condominium Easement Premises, including cleaning, mowing and maintaining the trees, shrubs, grass, and ground covers located within the easement premises. Said easement rights shall include the right to remove any trees, shrubs, bushes, grasses and ground covers located within said Legacy Pointe No. 4 Condominium Easement Premises.

2. 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, including, but not limited to, the portion of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Easement Premises, all rights not inconsistent with the easement rights granted pursuant to this Agreement.

3. Cleaning and Maintenance of the Heider Ditch. The Legacy Pointe No. 4 Condominium Unit Owners' Association, at its sole cost and expense, for itself and the owners of each and every Unit in the Legacy Pointe No. 4 Condominium, shall clean and maintain the Legacy Pointe No. 4 Easement Premises. The cleaning and maintenance obligations shall continue as long as the easements granted by the City pursuant to the Right of Entry, Easement and Indemnity Agreement and assigned by this agreement remain in effect. The Association, and the owners of all Units in the Legacy Pointe No. 4 Condominium, subject to paragraphs 6 and 9 hereof, shall also indemnify and save harmless the City from any and all expenses related to the cleaning and ongoing maintenance of the those portions of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises. Subject to paragraphs 6 and 9

Heider Ditch Maintenance Assignment Agreement
February 25, 2005

Legacy Pointe Condominium No 4.

hereof, the Association, and the owners of all Units in the Legacy Pointe No. 4 Condominium, further agree 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 or maintenance of the Legacy Pointe No. 4 Condominium Easement Premises, and, subject to paragraph 9 hereof, the Association 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.

4. Period Covered. The easements and indemnity agreement provided for herein, shall commence on the date this Assignment and Assumption 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.

5. Limitation of Liability. The Association's liability under this contract shall not be limited in terms of a dollar amount.

6. Assignment. Legacy and the Association further agree to incorporate the rights, duties and obligations contained in this Assignment and Assumption Agreement into the Legacy Pointe No. 4 Condominium Declaration so that the Association and all future owners of Units in the Legacy Pointe No. 4 Condominium shall bear the liability created by this Agreement and accepted by the Association. Notwithstanding anything herein stated to the contrary, upon the transfer of ownership of a Unit in the Legacy Pointe No. 4 Condominium the obligations of the Unit's owner shall transfer to the new owner of such Unit and the prior owner of the Unit shall be released from any and all further liability pursuant to the Right of Entry, Easement, and Indemnity Agreement or pursuant to this Assignment and Assumption Agreement.

7. Expenses, Attorney Fees and Costs. If the City, in the enforcement of any part of this assignment and assumption agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then, subject to paragraph 9 hereof, the Association 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.

8. Insurance. The Association 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. The Association, upon request, shall provide the City with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

9. Notice of Claim Against City. The City agrees to give the Association, 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 the Association's obligations immediately without in any way diminishing the Associations or the Unit Owners' liability under this contract.

10. 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.

11. 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 Assignment and Assumption Agreement by and through their authorized representatives or officers on the day and year first above written.

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

By: _____
H. R. Kopf, President

LEGACY POINTE NO. 4 CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: _____
Trustee

CITY OF AVON LAKE, OHIO

By: _____
Robert J. Berner, Mayor

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that he was the authorized representative of Legacy Pointe No. 4 Condominium Unit Owner's Association and that the signing of the foregoing Assignment and Assumption Agreement to be his free act and deed and the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005.

Notary Public

Heider Ditch Maintenance Assignment Agreement
February 25, 2005

Legacy Pointe Condominium No 4.

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

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 ____ day of _____, 2005.

Notary Public

This instrument prepared by:
Kenneth R. Resar, Esq.
520 Broadway Avenue
Lorain, Ohio 44052
PH: (440) 244-5214

F:\KRR\KOPF\Legacy Pointe\Heider Ditch Easement\Legacy Pointe Condominium No 4, Heider Ditch Maintenance Agreement, March 25, 2005, (Word Format).wpd

Heider Ditch Maintenance Assignment Agreement
February 25, 2005

Legacy Pointe Condominium No 4.

EXHIBIT "A-1"

Legal Description of the Heider Ditch Parcel
(Two Parcels)

PARCEL 1 - 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 centerline 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 0E 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 0E 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 89E 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 44E 23' 58" West a distance of 99.88 feet to a point;

Thence North 0E 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 89E 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 "C"

**Description of City of the Portion of the Heider Ditch Parcel to be Maintained by
Legacy Pointe No. 4 Condominium Unit Owners' Association**

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeastly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S. 0degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road and the principal place of beginning;

Thence continuing S. 0degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 636.34 feet to an angle point;

Thence S. 44degrees 31' 13" E., along the Northeastly line of land so conveyed to the City of Avon Lake, a distance of 99.91 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence S. 89degrees 39' 55" E., along a Northerly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 741, a distance of 279.82 feet;

Thence S. 0degrees 20' 05" W., a distance of 12.00 feet;

Thence N. 89degrees 39' 55" W., a distance of 240.65 feet;

Thence N. 84degrees 39' 55" W., a distance of 48.59 feet;

Thence N. 74degrees 39' 55" W., a distance of 30.00 feet to the Southerly line of a parcel of land conveyed to the City of Avon Lake, in Volume 1088, Page 739, as aforesaid;

Thence N. 54degrees 26' 05" W., a distance of 24.46 feet;

Thence N. 29degrees 26' 05" W., a distance of 45.00 feet;

Thence N. 0degrees 33' 55" E., a distance of 654.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 10.00 feet to the principal place of beginning, and containing 0.2790 acres (12,155 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

EXHIBIT "A-2"

Legal Description of the Heider Ditch Parcel

PARCEL 2 - 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 00E 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 89E 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 16E 54' 00" East a distance of 95.13 feet to a point;

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

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

Thence North 89E 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;

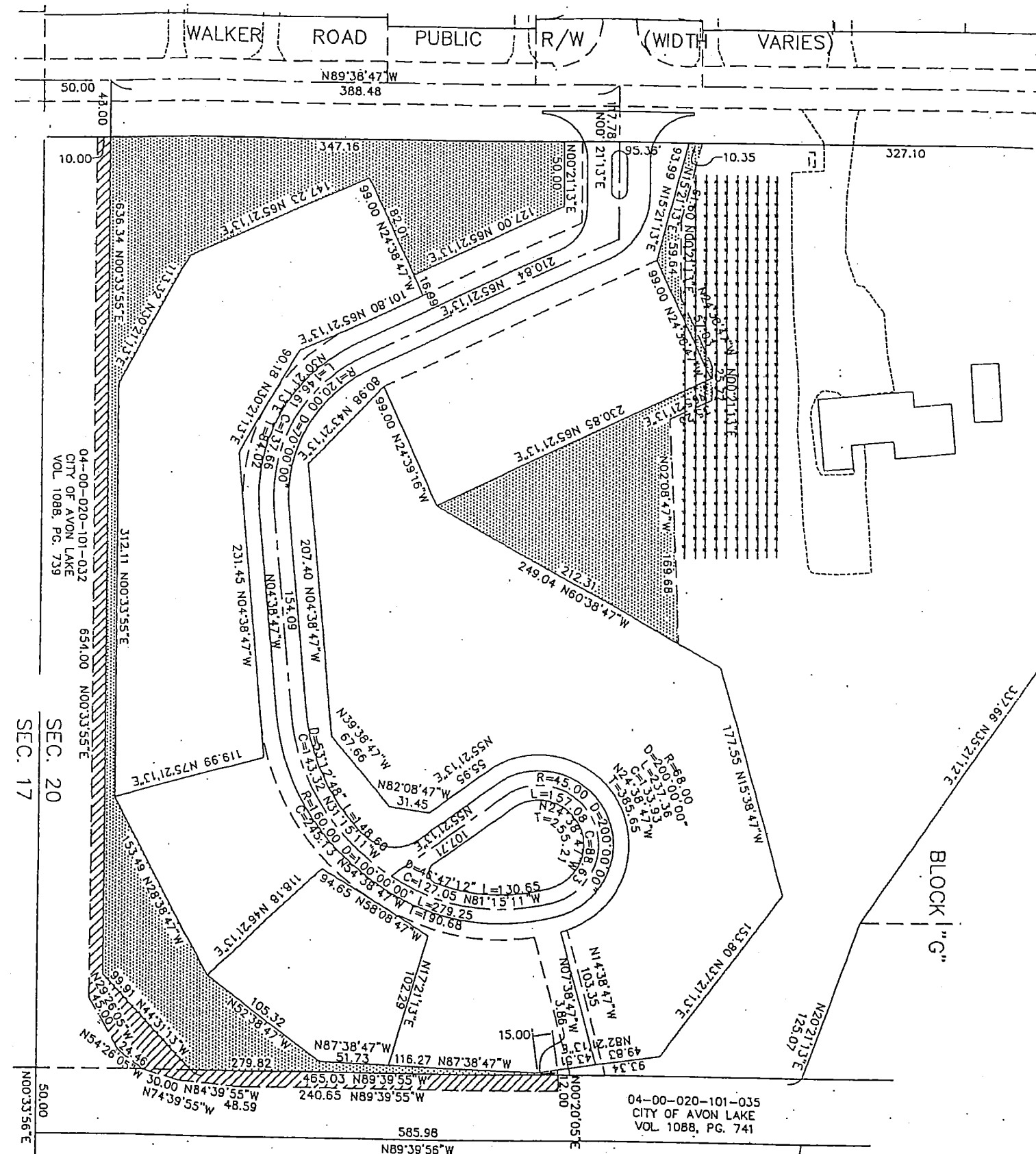
Thence North 00E 42' 05" East in the West line of Original Section No. 20, also being the West line of lands now or formerly owned by Library Development Corporation, a distance of 50.00 feet to the place of beginning, containing within said bounds 1.49167 Acres of land (64,977.34 S.F.), be the same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

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

EXHIBIT "B"

Drawing Indicating the Portion of the Heider Ditch Parcel to be Maintained
by the Legacy Pointe No. 4 Condominium Unit Owners' Association

Reduced sized drawing



LEGEND

DENOTES AREA OF CONDO ASSOC. MAINTENANCE OF WINERY LAND

DENOTES AREA OF CONDO ASSOC. MAINTENANCE OF CITY LAND

THE HENRY G. REITZ
ENGINEERING CO.
JANUARY, 2005

GRAPHIC SCALE
0 50' 100'

04-00-020-101-197
LEGACY POINTE LTD.
7.8618 ACRE
N PART OF
REMAINDER NO. 1

DISCLOSURE STATEMENT

FOR

LEGACY POINTE
NO. 4 CONDOMINIUM

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.

LEGACY POINTE NO. 4 CONDOMINIUM

DISCLOSURE STATEMENT

We are pleased to provide you, a prospective Purchaser of a condominium unit ("Unit") in Legacy Pointe No. 4 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. 4 Condominium
Vintage Pointe off of Walker Road
(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. 4 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 four 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 eighty-eight (88) single-family residential building lots within the first four phases of Legacy Pointe. In addition to the single family residential lots, the Developer also contemplates the construction of one hundred and seventy-one (171) private condominium units (comprising of cluster and attached units) in the first four phases of Legacy Pointe located in four (4) 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 on the South side of Walker Road and situated West of Jaycox Road. The Developer will begin the Condominium Development with twelve (12) Units and real estate which consists of approximately 2.6011 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 forty-two (42) two story single family units situated on 5.9187 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 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 forty-two (42) 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. 4 "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. 4 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

Easement Areas, 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. 4, 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 (forty-two [42] 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 and Easement Areas. 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. The Association is also responsible for the maintenance of the Association Easement Premises referenced in the Easement and Maintenance Agreement attached hereto as **Exhibit "19"** and the Heider Ditch Parcel referenced in the Assignment and Assumption Agreement attached hereto as **Exhibit "20"**. Attached hereto as **Exhibit "21"** is a map indicating the Association Easement Premises and the Heider Ditch Parcel.

(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. 4 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. 4 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 Exhibits "6", "19" and "20". The Condominium Property is subject to several easements for utilities and other purposes as more fully stated in Exhibits "6", "19" and "20".

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. 4 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.

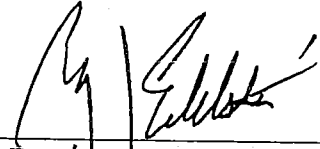
It is also advisable for a prospective Purchaser to carefully study the Drawings and Plans and Specifications on file at the Developer's main office and sales office before purchasing a Unit.

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: _____


Barry J. Edelstein,
Senior Vice-President

THE HENRY G. REITZ ENGINEERING CO.

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

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

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

October 7th, 2004

Description of Legacy Pointe Phases 1- 3 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 Lot 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 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. 74degrees 20' 07" E., a distance of 97.50 feet;

Thence N. 9degrees 27' 05" W., a distance of 150.00 feet;

Thence Westerly, a distance of 10.10 feet on the arc of a circle deflecting to the left, whose central angle is 0degrees 16' 00", whose radius is 2170.00 feet and whose chord bears S. 80degrees 24' 55" W., a distance of 10.10 feet to a point of compound curvature;

Thence Westerly, a distance of 50.27 feet on the arc of a circle deflecting to the left, whose central angle is 9degrees 00' 00", whose radius is 320.00 feet and whose chord bears S. 75degrees 46' 55" W., a distance of 50.21 feet;

Thence N. 18degrees 43' 05" W., a distance of 60.00 feet;

Thence Southwesterly, a distance of 39.79 feet on the arc of a circle deflecting to the left, whose central angle is 6degrees 00' 00", whose radius is 380.00 feet and whose chord bears S. 68degrees 16' 55" W., a distance of 39.78 feet;

Thence N. 24degrees 43' 05" W., a distance of 239.71 feet to the Southerly prolongation of the Easterly line of Windsor Hollow Subdivision No. 2, as shown by the recorded plat in Volume 52 of Plats, Page 7 of Lorain County Plat Records;

Thence N. 0degrees 33' 33" E., along said Southerly prolongation, along the Easterly line of the 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 Plat Records, a distance of 1075.31 feet;

Thence S. 89degrees 39' 56" E., a distance of 150.08 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. 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;

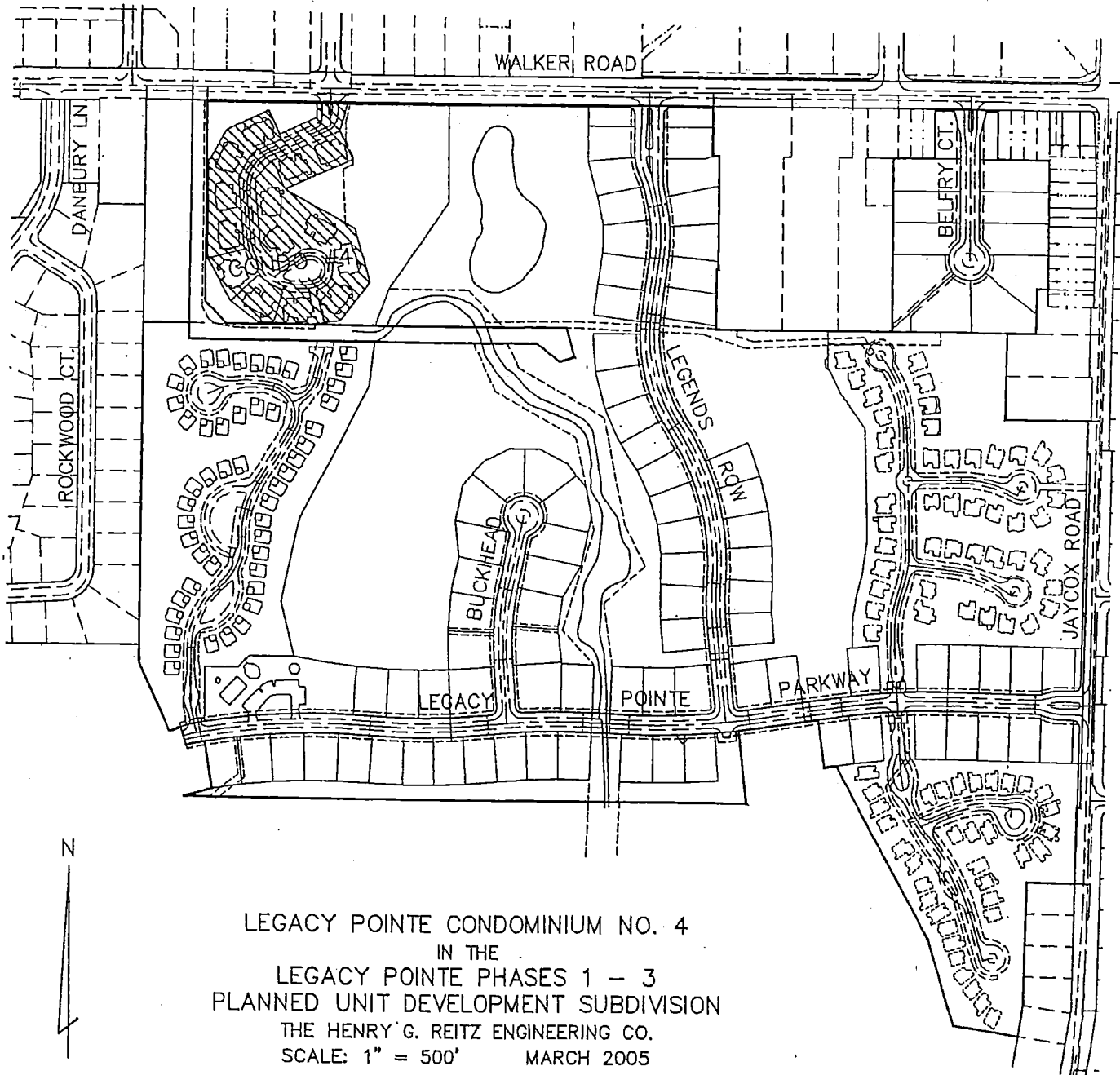
Thence N. 17degrees 03' 56" W., along an Easterly line of land so conveyed to the City of Avon Lake, a distance of 95.13 feet to the Northeasterly corner thereof;

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 138.3565 acres (6,026,809 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated October, 2004, 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 are used to denote angles only.



THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

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

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

January 21st, 2005

Description of Parcel A Legacy Pointe Condominium No. 4 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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 95.36 feet;

Thence S. 15degrees 21' 13" W., a distance of 93.99 feet;

Thence S. 24degrees 38' 47" E., a distance of 99.00 feet;

Thence S. 65degrees 21' 13" W., a distance of 230.85 feet;

Thence N. 24degrees 39' 16" W., a distance of 99.00 feet;

Thence S. 43degrees 21' 13" W., a distance of 80.98 feet;

Thence S. 4degrees 38' 47" E., a distance of 207.40 feet;

Thence S. 39degrees 38' 47" E., a distance of 67.66 feet;

Thence S. 82degrees 08' 47" E., a distance of 31.45 feet;

Thence N. 55degrees 21' 13" E., a distance of 55.95 feet to a point of tangency;

Thence Northeasterly, Easterly, Southerly and Southwesterly, a distance of 237.36 feet on the arc of a circle deflecting to the right, whose central angle is 200degrees 00' 00", whose radius is 68.00 feet and whose chord bears S. 24d 38' 47" E., a distance of 133.93 feet;

Thence S. 14d 38' 47" E., a distance of 103.35 feet;

Thence S. 82d 21' 13" W., a distance of 43.51 feet;

Thence N. 87d 38' 47" W., a distance of 116.27 feet;

Thence N. 17d 21' 13" E., a distance of 102.29 feet;

Thence N. 58d 08' 47" W., a distance of 94.65 feet;

Thence S. 46d 21' 13" W., a distance of 118.18 feet;

Thence N. 28d 38' 47" W., a distance of 153.49 feet;

Thence N. 75d 21' 13" E., a distance of 119.99 feet;

Thence N. 4d 38' 47" W., a distance of 231.45 feet;

Thence N. 30d 21' 13" E., a distance of 90.18 feet;

Thence N. 65d 21' 13" E., a distance of 101.80 feet;

Thence N. 24d 38' 47" W., a distance of 16.99 feet;

Thence N. 65d 21' 13" E., a distance of 127.00 feet;

Thence N. 0d 21' 13" E., a distance of 50.00 feet to the principal place of beginning, and containing 2.6011 acres (113,305 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

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

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

January 21st, 2005

Description of Remainder Parcel R-1 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet;

Thence S. 15d 21' 13" W., a distance of 93.99 feet;

Thence S. 65d 21' 13" W., a distance of 230.87 feet to the principal place of beginning;

Thence S. 24d 39' 16" E., a distance of 99.00 feet;

Thence S. 60d 38' 47" E., a distance of 249.04 feet;

Thence S. 15d 38' 47" E., a distance of 177.55 feet;

Thence S. 37d 21' 13" W., a distance of 153.80 feet;

Thence S. 82d 21' 13" W., a distance of 49.83 feet;

Thence N. 14d 38' 47" W., a distance of 103.35 feet;

Thence Northeasterly, Northerly, Westerly and Southwesterly, a distance of 237.36 feet on the arc of a circle deflecting to the left, whose central angle is 200d 00' 00", whose radius is 68.00 feet and whose chord bears N. 24d 38' 47" W., a distance of 133.93 feet to a point of tangency;

Thence S. 55d 21' 13" W., a distance of 55.95 feet;

Thence N. 82d 08' 47" W., a distance of 31.45 feet;

Thence N. 39d 38' 47" W., a distance of 67.66 feet;

Thence N. 4d 38' 47" W., a distance of 207.40 feet;

Thence N. 43d 21' 13" E., a distance of 80.98 feet to the principal place of beginning, and containing 1.7959 acres (78,229 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

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

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

January 21st, 2005

Description of Remainder Parcel R-2 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet to the principal place of beginning;

Thence S. 24d 38' 47" E., a distance of 16.99 feet;

Thence S. 65d 21' 13" W., a distance of 101.80 feet;

Thence S. 30d 21' 13" W., a distance of 90.18 feet;

Thence S. 4d 38' 47" E., a distance of 231.45 feet;

Thence S. 75d 21' 13" W., a distance of 119.99 feet;

Thence N. 0d 33' 55" E., a distance of 312.11 feet;

Thence N. 30d 21' 13" E., a distance of 113.32 feet;

Thence N. 65d 21' 13" E., a distance of 147.23 feet;

Thence S. 24d 38' 47" E., a distance of 82.01 feet to the principal place of beginning, and containing 1.1867 acres (51,692 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

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

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

January 21st., 2005

Description of Remainder Parcel R-3 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet;

Thence N. 24d 38' 47" W., a distance of 82.01 feet;

Thence S. 65d 21' 13" W., a distance of 147.23 feet;

Thence S. 30d 21' 13" W., a distance of 113.32 feet;

Thence S. 0d 33' 55" W., a distance of 312.11 feet;

Thence S. 28d 38' 47" E., a distance of 153.49 feet to the principal place of beginning;

Thence N. 46d 21' 13" E., a distance of 118.18 feet;

Thence S. 58d 08' 47"E., a distance of 94.65 feet;

Thence S. 17d 21' 13" W., a distance of 102.29 feet;

Thence N. 87d 38' 47" W., a distance of 51.73 feet;

Thence N. 52d 38' 47" W., a distance of 105.32 feet to the principal place of beginning, and containing 0.3350 acres (14,594 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

EXHIBIT 5

LEGACY POINTE NO. 4 CONDOMINIUM

TYPES OF UNITS

Phase No. 1

Unit No.	Address	Bldg. No.	Model
1	505 Vintage Pointe	1	D'Agostina
2	507 Vintage Pointe	1	Cantiga
3	509 Vintage Pointe	1	Bella Luna
4	513 Vintage Pointe	2	Monterey
5	515 Vintage Pointe	2	Cantiga
6	517 Vintage Pointe	2	Bella Luna
7	576 Vintage Pointe	8	Bella Luna
8	574 Vintage Pointe	8	Cantiga
9	572 Vintage Pointe	8	Monterey
10	556 Vintage Pointe	10	Bella Luna
11	554 Vintage Pointe	10	Cantiga
12	552 Vintage Pointe	10	D'Agostina

Prospective Purchasers will be able to choose from four (4) basic unit types as set forth below. Options are available to prospective Purchasers to modify their design.

The Bella Luna Model – 1,820 Square Feet

The Bella Luna model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional, basements, sunrooms and storage areas are available on certain units.

The Cantiga Model – 2100 Square Feet

The Cantiga model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, two bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional basements, sunrooms, third bedroom and storage areas are available on certain units.

The D'Agostina Model – 1,880 Square Feet

The D'Agostina model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three

bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional basements, sunrooms and storage areas are available on certain units.

The Monterey Model – 1,780 Square Feet

The Monterey model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional basements, sunrooms and storage areas are available on certain units.

* Each of the units has an equal percentage interest on the Common Elements of 8.333333%.

EXHIBIT 6

"TITLE MATTERS"

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.

Parcel A is currently subject to the following matters: (i) Open End Mortgage and Security Agreement by and between Legacy Pointe Ltd., an Ohio limited liability company, and Ohio Savings Bank, recorded on September 14, 2000, as Lorain County Recorder's Document No. 20000706439 as amended by "First Amendment to Open End Mortgage and Security Agreement", recorded as Lorain County Recorder's Document No. 20010748601 and "Second Amendment to Open End Mortgage and Security Agreement", recorded as Lorain County Recorder's Document No. 20040984177. The Mortgagee of said Mortgage has 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 Mortgage, as to that Unit, will be discharged. Parcel A is also currently subject to an Easement recorded as Document No. 20010787603 of Lorain County Records.

Except as set forth herein and/or in the Master Declaration, the Condominium Declaration and By-Laws, there are no other liens or encumbrances which will adversely affect the marketable title to a Unit of the Condominium Property, except mortgage liens and other encumbrances which will be discharged at the time title to a Unit is transferred to a Purchaser. 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 as generally described in this Disclosure Statement; and (ii) assessments for the Club as provided in the Condominium Declaration and the Master Declaration and as generally described in this Disclosure Statement.

LEGACY POINTE No. 4 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. 4 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

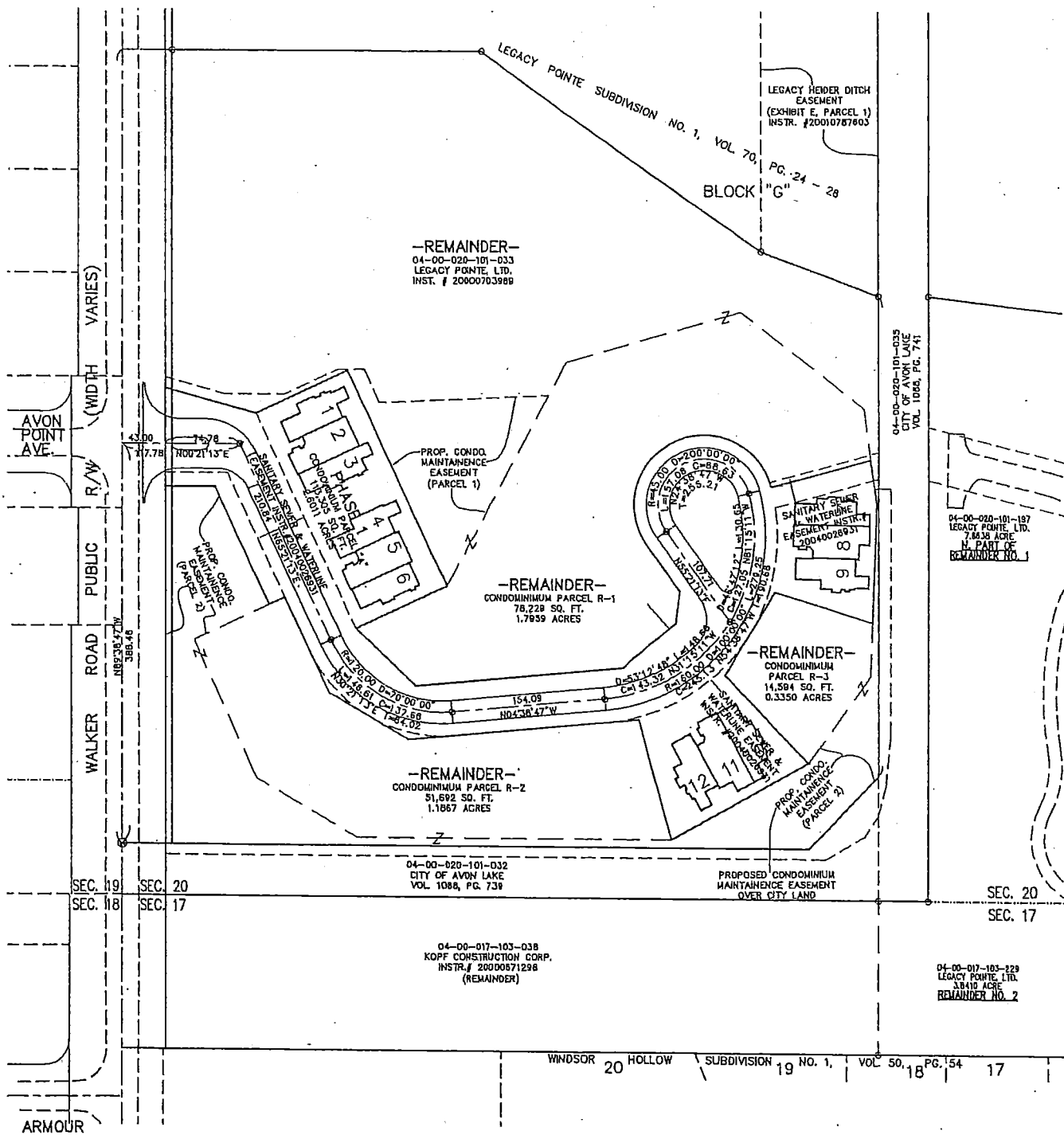
Attorney At Law

Jay C. Marcie & Associates, LPA

412 Avon Belden Road, Suite 1

Avon Lake, Ohio 44012

(440) 933-5442



LEGACY POINTE CONDOMINIUM NO. 4 PHASE 1 EASEMENT PLAN

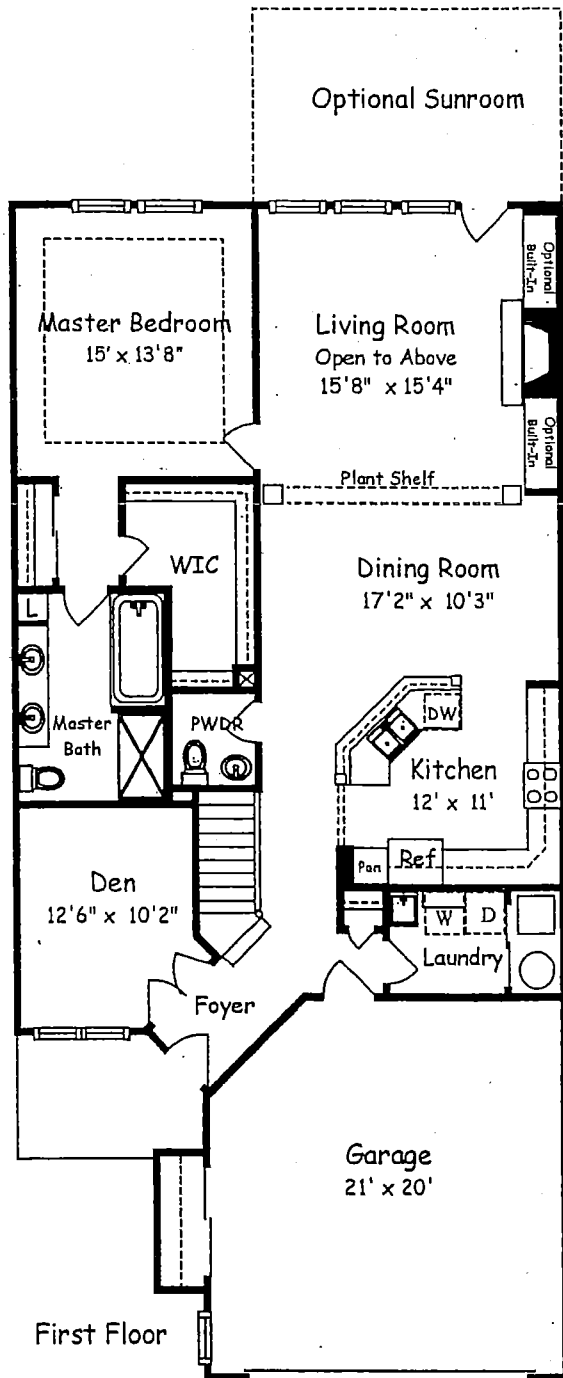
THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135
PHONE: (216) 251-3033

APRIL
2005

KOPF

BUILDERS

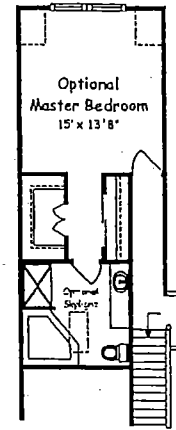
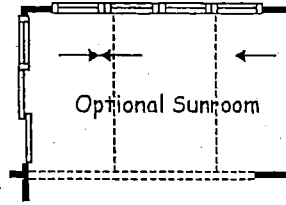
420 Avon Belden Road • Avon Lake, Ohio 44012
(440) 933-6908 • (440) 871-8234



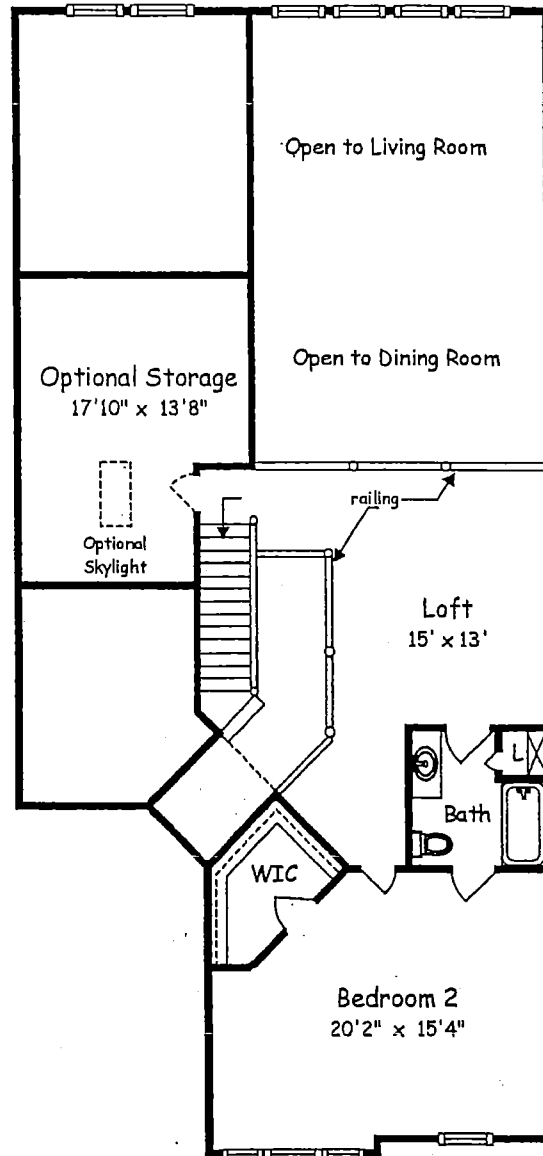
Cantiga



EQUAL HOUSING
OPPORTUNITY



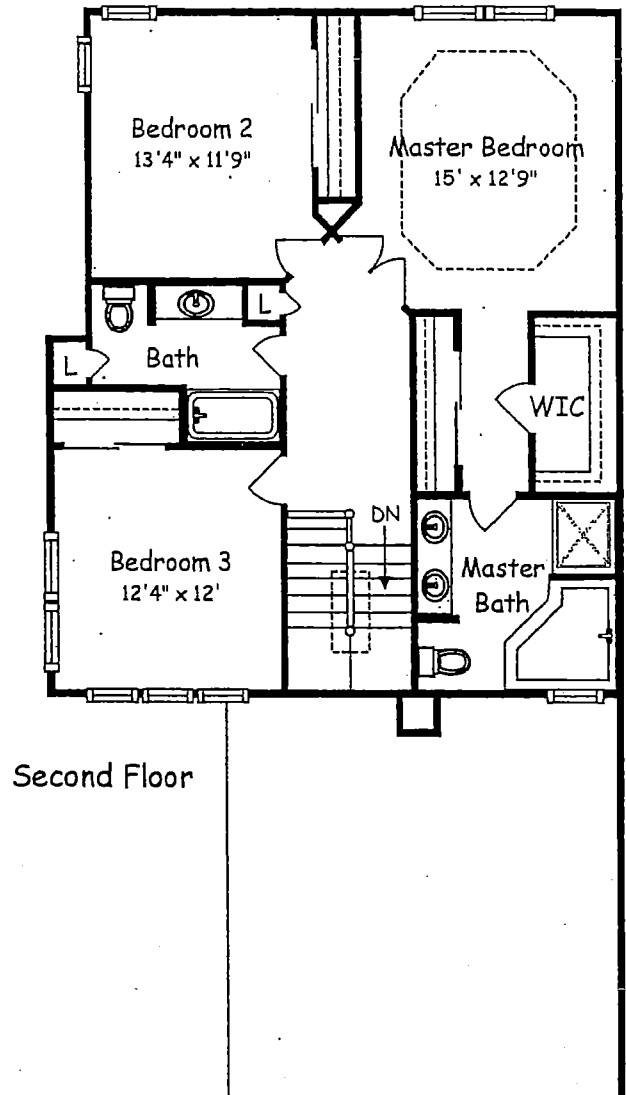
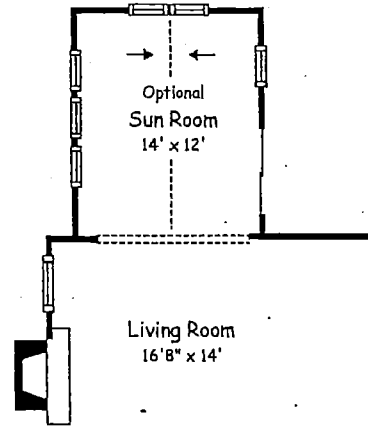
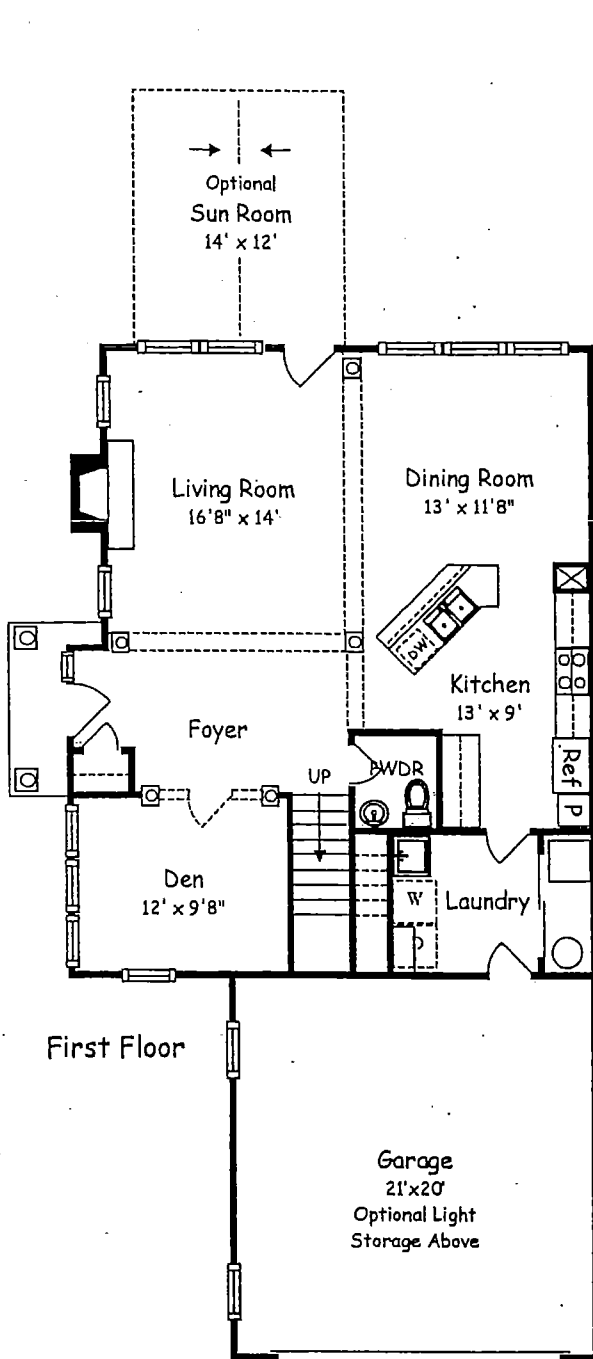
Optional Master Bedroom on 2nd floor



KOPF

BUILDERS

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



D'Agostina

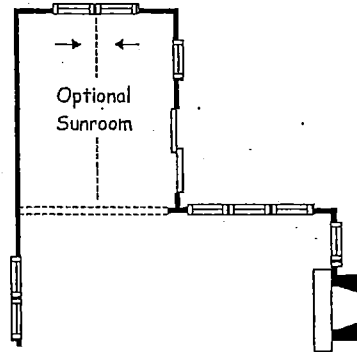
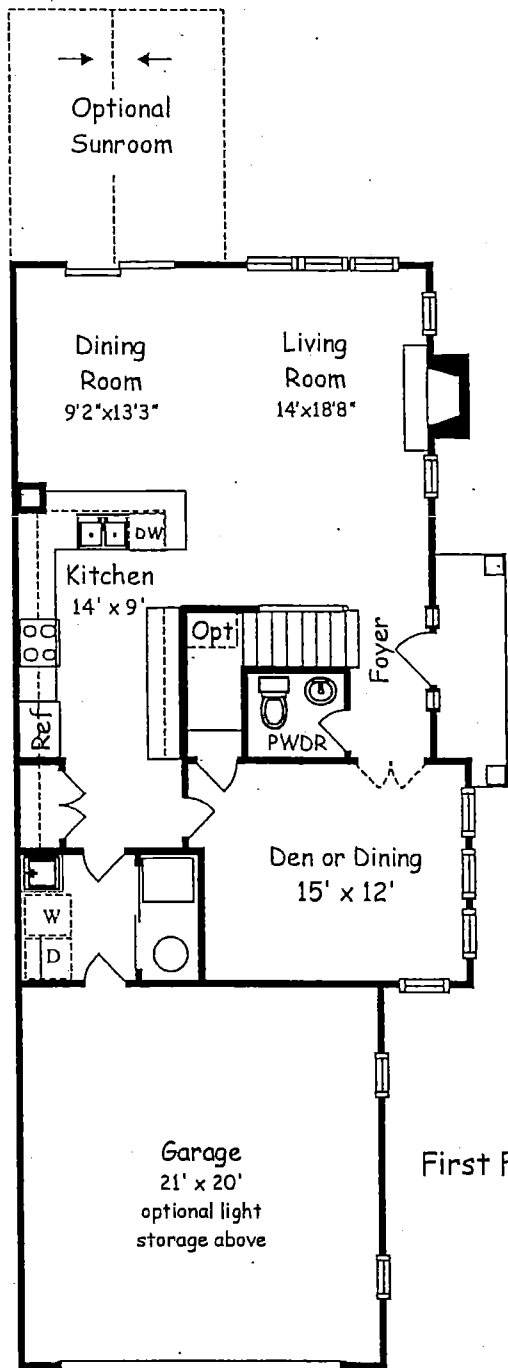


EQUAL HOUSING
OPPORTUNITY

KOPF

BUILDERS

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



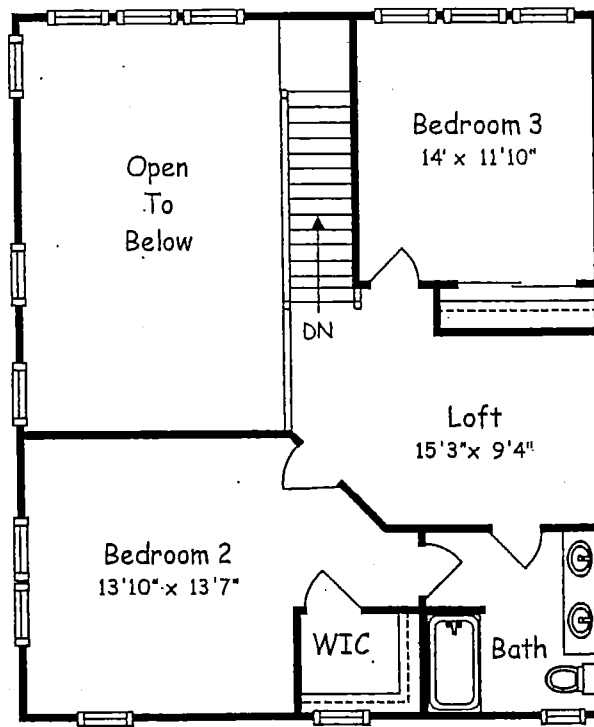
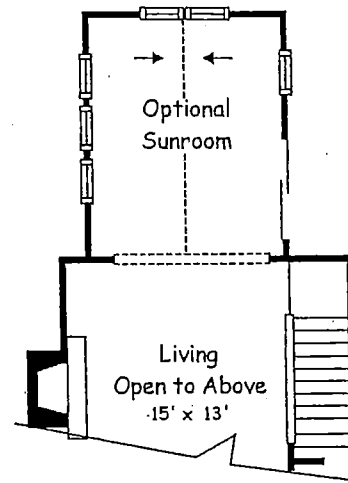
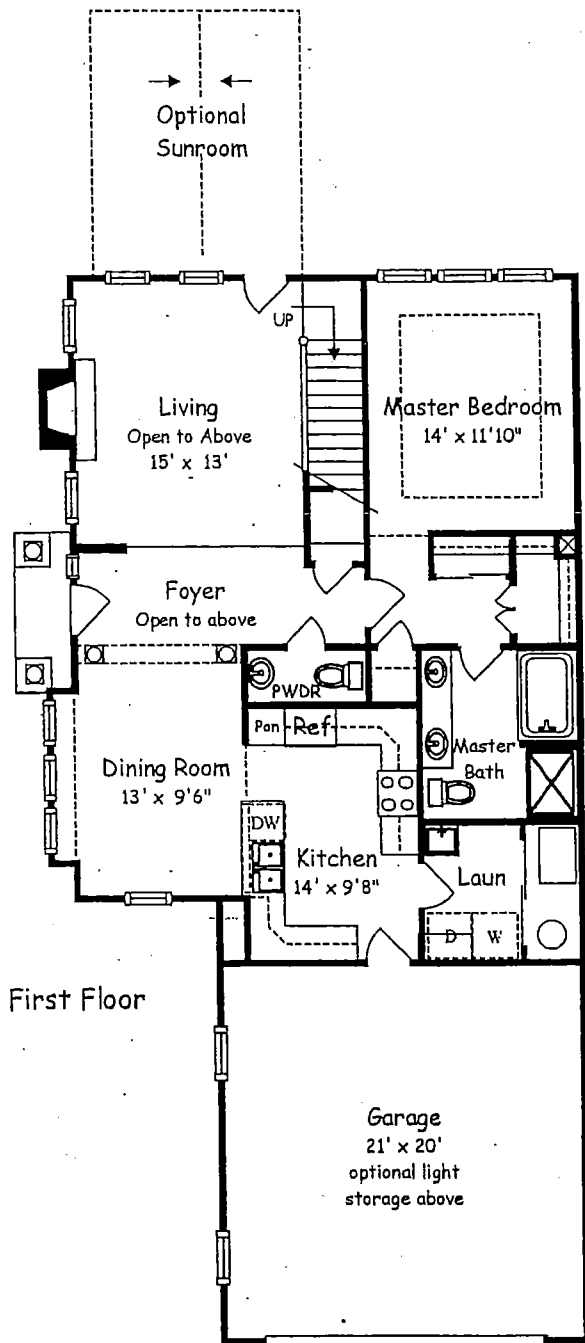
Bella Luna



KOPF

BUILDERS

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



Monterey





Legacy Pointe

GOLF CLUB

Townhomes

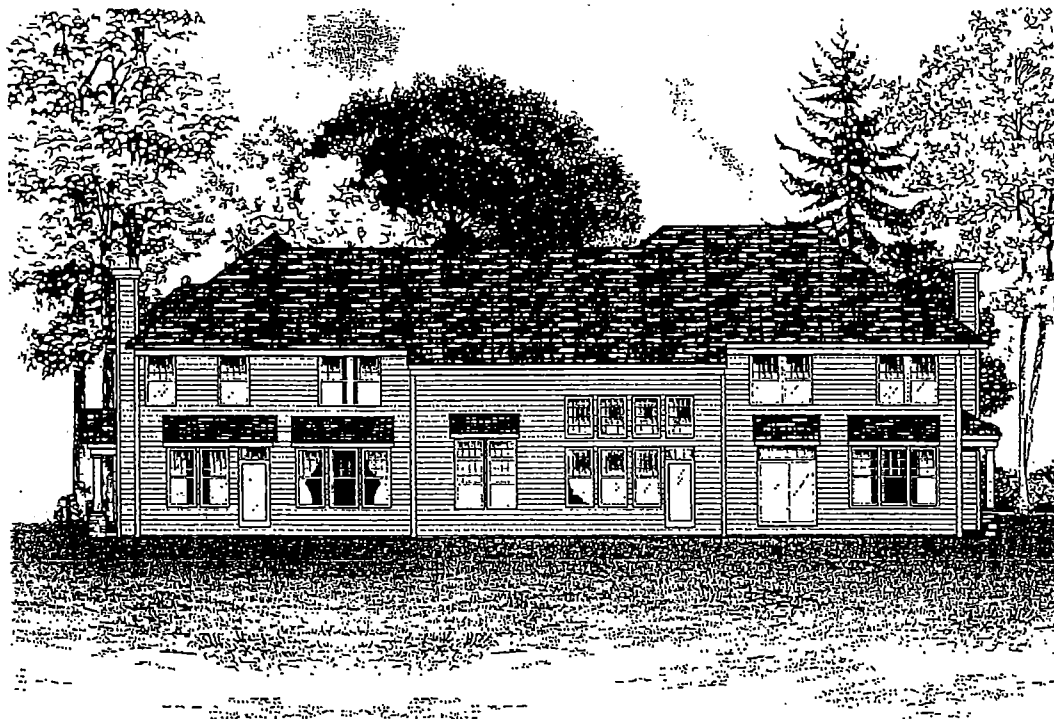


EXHIBIT 9

LEGACY POINTE NO. 4 CONDOMINIUM "Projected Budget" For 12 Units For Two Years (2005 & 2006)

The following is a projection of annual expenditures necessary to operate and maintain the Common Elements and Easement Areas of Legacy Pointe No. 4 Condominium. The budget assumes that Legacy Pointe No. 4 Condominium will be expanded to a total of forty-two (42) Units.

	<u>Per Year</u>	
Electricity (Common Elements) ✓	\$260.00	✓ Util = \$2732 12%
General and Miscellaneous Maintenance ✓	\$1,400.00	✓ Ins = \$3000 13%
Insurance (\$1,000 per building per year) ✓	\$3,000.00	✓ Reserve = \$1965 9%
Rubbish Removal ✓	\$1,152.00	
Landscaping Service ✓	\$8,773.00	pro serv = \$2300 10%
Management Fees ✓	\$2,160.00	
Office Supplies & Postage ✓	\$40.00	
Professional Fees ✓	\$100.00	✓ land/snow = \$10,203 47%
Reserves for Replacement at 10% of budget ✓	\$1,965.00	
Snow Removal (Condominium Common Elements) ✓	\$1,430.00	✓ misc = \$1400 6%
Water & Sewer ✓	\$1,320.00	
TOTAL	\$21,600.00	
Total Annual Maintenance Fee per Unit	\$1,800.00	
Monthly Maintenance Fee per Unit Based on 12 units	\$150.00	

(The above budget does not include a \$250.00 per residence annual assessment for the Legacy Pointe Recreational Association, which is subject to annual adjustment.)

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 and Easement Areas 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 @	\$50.00/month
Electric	Cooking, lighting, dryer, air conditioning and miscellaneous appliances @	\$70.00/month
Water	Water/Sewer	Cost of Water and Sewer is in Monthly Maintenance Fee.
Telephone	Basic monthly rate with Century Telephone Company	\$18.00/month

6. In addition to the above, each Unit Owner is required to pay \$250.00 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

FOR

LEGACY POINTE NO. 4 CONDOMINIUM

THIS DECLARATION is made and entered into this 12th day of April, 2005, 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 and 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 and 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 and 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 and 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 "Assignment and Assumption Agreement" means the Assignment and Assumption Agreement attached hereto as Exhibit "G" and made a part hereof.

1.07 "Association" means Legacy Pointe Condominium Association No. 4, 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.

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

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

1.10 "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.

1.11 "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.

1.12 "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.

1.13 "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.

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

1.15 "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.

1.16 "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, and Condominium 4. 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.

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

1.18 "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 (including the Easement Areas), 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.

1.19 "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 Vintage Pointe; they are part of the Condominium Common Elements.

1.20 "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.

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

1.22 "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.

1.23 "Easement Areas" means the Association Easement Premises referenced in the Easement and Maintenance Agreement and the Heider Ditch Parcel referenced in the Assignment and Assumption Agreement.

1.24 "Easement and Maintenance Agreement" means the Easement and Maintenance Agreement attached hereto as Exhibit "H" and made a part hereof.

1.25 "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."

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

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

1.28 "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, and the .3489 acre area designated as Block "K" on the Plat of the Subdivision.

1.29 "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.

1.30 "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.

1.31 "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.

1.32 "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.

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

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

1.35 "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," or Block "K." 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.

1.36 "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.

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

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

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

1.40 "Parcels R-1, R-2 and R-3" means that part of the Additional Condominium Property consisting of land described in Exhibit "B" hereof.

1.41 "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 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 the Master Declaration.

1.42 "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.

1.43 "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.

1.44 "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.

1.45 "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 fifty-nine (259) 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 fifty-nine (259) 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.

1.46 "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.

1.47 "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.

1.48 "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 eighty-eight (88) single family residential Lots within the initial four phases of the Subdivision and a combined total of one hundred and seventy-one (171) Condominium Units and other Residences contemplated within the initial four 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.

1.49 "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.

1.50 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. 4 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 twelve (12) 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. Garages must be used as garages and may not be converted to living areas. 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 or Easement Areas.

- 14 x 3 = 47
- (d) No noxious or offensive activity shall be carried on in any Unit or in the Condominium Common Elements or Easement Areas, 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 and Easement Areas 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 or Easement Areas. 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 or Easement Areas.
 - (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. 4 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 and Easement Areas 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 shall be permitted on any Unit, in any Condominium Common Element, Limited Common Element or Easement Area. 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.
- (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 or Easement Areas 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 or for the storage of any automobile or other vehicle or item. Any such automobile or non-commercial truck so parked must be licensed and able to be lawfully operated upon a highway. 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, and building materials during the course of construction or reconstruction of any approved building or structure. Notwithstanding the foregoing provisions, a reasonable amount of firewood, not in excess of ½ cord, may be stored in the garage appurtenant to a Unit.
- (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) Those set forth in the Assignment and Assumption Agreement and the Easement and Maintenance Agreement.
- (z) The use of the Condominium Property shall be subject to such additional restrictions as may be set forth in the Rules.


ARTICLE V
GENERAL DESCRIPTION OF PROPERTY

5.01 The Condominium Property is principally comprised of four (4) Residential Buildings containing a total of twelve (12) single family Units (identified as Units Nos. 1 to 12 in the Drawings). Units two stories high and bear the identifying numbers 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 car attached garage.


ARTICLE VI
DESCRIPTION OF UNIT

6.01 The dimensions, layout, designation and location of the Condominium Common Elements, Limited Common Elements, the Residential Buildings and the Units are shown graphically or in text on the Drawings. Each Unit shall consist of all the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, floors and ceilings of the Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions or roof rafters, to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plasterboard, all of such plaster or plasterboard contiguous to such surface shall be included within the Unit but excepting the space occupied thereby lying outside of the perimeters of the Unit. The exact layout and dimensions of each and every Unit are shown on the Drawings and include, without limitation:

- (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to perimeter walls, floors and ceilings;
- (b) The interior surface of all windows, screens and doors, including the frames, sashes and jambs, and the space occupied thereby;
- (c) All plumbing, electric, heating and cooling fixtures located within the bounds of a Unit (together with all components thereof, including but not limited to condensing units, if any, whether located within or outside the bounds of a Unit), installed for the exclusive use of the Unit, commencing at the point of disconnection from the structural body of the Residential Building and from utility pipes, lines or systems serving the entire Residential Building or more than one Unit thereof;
- (d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;
- (e) All space between interior walls, floors and ceilings including the space occupied by structural and component parts of the Residential Building and by utility pipes, wires, ducts and conduits; and

-  (f) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

but excepting from the foregoing all of the following items (which excepted items shall be Condominium Common Elements) located within the bounds of the Unit:

- (1) Any part of the structure contained in all interior walls, and the structural component parts of the perimeter walls;
- (2) All vent covers, grills, plate covers and other coverings of space which are not part of the Unit as defined herein;
-  (3) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit;
- (4) All supporting walls, floors, ceilings, fixtures and other parts of the Residential Building which are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; and
- (5) The exterior of all windows, screens and doors, including the exterior frames, sashes and jambs associated therewith.

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 and Facilities in the percentage designated in Exhibit "E".

ARTICLE VII

CONDOMINIUM COMMON ELEMENTS

7.01 That part of the Condominium Property which comprises the Condominium Common Elements consists 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 garages, and, if any, the basements and/or patios and/or decks accessory to each Unit.
- (d) That portion of the Condominium Common Elements consisting of the land twelve feet 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).
- (e) That portion of the Condominium Common Elements, if any, consisting of the land surrounding the Unit and delineated as limited Common Elements on the Drawings.

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 In addition to the indoor garage parking spaces reserved for the exclusive use of each Unit, 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, Barry J. Edelstein, having an address at 420 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. The Association shall be responsible for maintenance and repair of the Association Easement Premises pursuant to the Easement and Maintenance Agreement and the cleaning and maintenance of the Heider Ditch in accordance with the Assignment and Assumption Agreement.

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 and XIV hereof, the Owner shall clean, maintain, repair and replace, at the Owner's expense, all portions of the Owner's Unit, all internal installations of such Unit, such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, dryer vents, and any portion of any other utility service facilities located within the Unit boundaries and all components thereof, including but not limited to heat pumps or air conditioning compressor units, if any, whether located within or outside the bounds of a Unit. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the decorating within the Owner's Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Owner, and such Owner shall maintain such interior surfaces in good condition, at the Owner's expense, as may be required from time to time, which said maintenance and use shall be subject to the Rules of the Association, and each such Owner, subject to the provisions of Article IV hereof, shall have the right to decorate such interior

surfaces from time to time as the Owner may see fit and at the Owner's sole expense.

The interior surfaces of all windows and doors forming part of a perimeter wall of a Unit shall be cleaned or washed by each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items, visible on the exterior of the building, shall be subject to the provisions of Article IV hereof and the Rules of the Association. Decorating of the Condominium Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Condominium Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses;

- (b) Maintain and repair any basement, garage interior, patio, balcony, deck, porch or sunroom, and all windows, screens, doors, vestibules and entryways thereof and of the Owner's Unit, and of all associated structures and fixtures therein, which are appurtenances to the Owner's Unit, including, without limitation, garage door openers, all exterior light fixtures attached to a Unit or to an appurtenant improvement. The foregoing includes, without limitation, responsibility for all breakage, damage malfunctions and ordinary wear and tear of such appurtenances. Any broken window or damaged screen or door shall be replaced to its original condition, color and architectural design unless otherwise provided by the Association Board of Directors;
- (c) Perform the Owner's responsibilities in such manner so as not to unreasonably disturb other Owners and persons residing within the Condominium Property;
- (d) Not paint, stain, seal or otherwise decorate or change the appearance of any portion of the Condominium Property not within the inside walls of the Unit, unless the prior written consent of the Association Board of Directors or Declarant is obtained;
- (e) Promptly report to the Association, or its agent or agents, any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- (f) Not make any alterations in the portions of the Unit or any of the Condominium Property which is to be maintained by the Association, or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the Unit or the Condominium Property without first obtaining the written consent of the Association Board of Directors; nor shall any Owner impair

any easement without first obtaining the prior written consents of the Association Board of Directors, the Declarant and of the Owner or Owners for whose benefit such easement exists;

- (g) Comply with Rules of the Association related to the storage and disposal of garbage, rubbish, trash and recyclables which may include periodically carrying same to designated locations;
- (h) Comply with such other requirements and prohibitions as contained in the Rules adopted by the Association;
- (i) Pay all costs for utility services furnished to his Unit and for the Limited Common Elements appurtenant to his Unit excepting utilities which are not separately metered or billed which shall be treated as Common Expenses;
- (j) 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 or Easement Areas) 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; and
- (k) Timely pay the Unit Owner's share of the Assessments, Common Expenses and Special Charges.

11.02 If any Unit Owner fails to perform any act required of such Owner by this Condominium Declaration, the Subdivision 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 officer 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.
- (e) Those set forth in the Assignment and Assumption Agreement and the Easement and Maintenance Agreement.
- (f) 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 Parcels R-1, R-2 and 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 Parcels R-1, R-2 and 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 Parcels R-1, R-2 and 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 Parcels R-1, R-2 and 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 Parcels R-1, R-2 and 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 The Association, as a Common Expense, shall obtain, for the benefit of all Owners, insurance (hereinafter referred to as the "Association Insurance") on all buildings, structures and/or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage," and vandalism and malicious mischief, in an amount not less than ninety percent (90%) of the replacement value thereof. The Association Insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as Trustee for each of the Owners in accordance with the percentage of ownership in the Condominium Common Elements set forth in Exhibit "E" to this Condominium Declaration, as the same may be amended, and the policy shall provide for built-in or installed fixtures and equipment in an amount no less than ninety percent (90%) of the replacement value thereof.

The Association Insurance shall not prejudice the right of any Owner to obtain individual contents or chattel property insurance, but no Owner may at any time purchase individual policies of insurance on his Unit or his interest in the Condominium Common Elements as real property unless the Association shall be named insured in such policy, and be first advised in writing of the same. The Association Insurance policy may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit, and shall also provide that any mortgagee who holds mortgages on more than fifty percent (50%) of the Units shall be consulted in adjusting claims under such insurance. The Association Insurance and Unit Owner's insurance, if any, shall also provide for the release by the insurer of any and all rights of subrogation or assignment, and all causes and rights of recovery against the Declarant, any Owner, member of his family, his tenant or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such

insurance policy.

14.02 In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association upon payment therefor; provided, however, that in the event, within thirty days after such damage or destruction, the Owners, if they are entitled to do so pursuant to Section 14.04 of this Article XIV, shall elect to sell the Condominium Property or to withdraw the same from the provisions of the Condominium Act, then such repair, restoration or reconstruction shall not be undertaken.

14.03 In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Owners shall, within ninety days after such damage or destruction, if they are entitled to do so pursuant to Section 14.04 of this Article XIV, elect to withdraw the Condominium Property from the provisions of the Condominium Act, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the Owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Unit, together with its Limited Common Elements, so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such Units and Limited Common Elements; and such repair, restoration or reconstruction of all of any part of the Condominium Common Elements shall be undertaken by the Association at the expense of all the Owners in the same proportions in which they shall own the Condominium Common Elements. Should any Owner refuse or fail, after reasonable notice, to pay his share of such cost of damage or destruction in excess of available insurance proceeds, the amount thereof may be advanced by the Association, and the amount so advanced by the Association shall be assessed to such Owner and such assessments shall have the same force and effect, and, if not paid, may be enforced, in the same manner as hereinbefore provided for the non-payment of Assessments. To determine the share of each Owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

- (a) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance) damage or destruction to the respective Unit and the Limited Common Elements appertaining thereto shall be borne by the Owner;
- (b) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance) damage or destruction of Condominium Common Elements shall be borne by the Owners in proportion to their respective percentages of interest in the Condominium Common Elements; and
- (c) All insured, damaged or destroyed portion of the Condominium Property shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction. The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

14.04 In the event of substantial damage to or destruction of more than fifty percent (50%) of the Units, the 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 such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition, at the suit of any Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Owners, the net proceeds of the sale, together with the net proceeds of 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 Owners in proportion to their respective percentages of interest in the Condominium Common Elements. No Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

14.05 The Association, as a Common Expense, 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 the Easement Areas and arising out of any one occurrence. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of our relating to the individual Units. Each Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein and the Owner's personal property stored elsewhere on the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expense as above provided.

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

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 14.04 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 14.04. 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 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.

Legacy Pointe, Ltd., an Ohio Limited Liability Company, the Declarant, has executed this Condominium Declaration by its duly authorized representative this 12th day of April, 2005.

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 12th day of April, 2005.

Notary Public

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

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*

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

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

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitz@reitzeng.dyndns.biz

January 21st., 2005

Description of Parcel A Legacy Pointe Condominium No. 4 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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 95.36 feet;

Thence S. 15degrees 21' 13" W., a distance of 93.99 feet;

Thence S. 24degrees 38' 47" E., a distance of 99.00 feet;

Thence S. 65degrees 21' 13" W., a distance of 230.85 feet;

Thence N. 24degrees 39' 16" W., a distance of 99.00 feet;

Thence S. 43degrees 21' 13" W., a distance of 80.98 feet;

Thence S. 4degrees 38' 47" E., a distance of 207.40 feet;

Thence S. 39degrees 38' 47" E., a distance of 67.66 feet;

Thence S. 82degrees 08' 47" E., a distance of 31.45 feet;

Thence N. 55degrees 21' 13" E., a distance of 55.95 feet to a point of tangency;

Thence Northeasterly, Easterly, Southerly and Southwesterly, a distance of 237.36 feet on the arc of a circle deflecting to the right, whose central angle is 200degrees 00' 00", whose radius is 68.00 feet and whose chord bears S. 24d 38' 47" E., a distance of 133.93 feet;

Thence S. 14d 38' 47" E., a distance of 103.35 feet;

Thence S. 82d 21' 13" W., a distance of 43.51 feet;

Thence N. 87d 38' 47" W., a distance of 116.27 feet;

Thence N. 17d 21' 13" E., a distance of 102.29 feet;

Thence N. 58d 08' 47" W., a distance of 94.65 feet;

Thence S. 46d 21' 13" W., a distance of 118.18 feet;

Thence N. 28d 38' 47" W., a distance of 153.49 feet;

Thence N. 75d 21' 13" E., a distance of 119.99 feet;

Thence N. 4d 38' 47" W., a distance of 231.45 feet;

Thence N. 30d 21' 13" E., a distance of 90.18 feet;

Thence N. 65d 21' 13" E., a distance of 101.80 feet;

Thence N. 24d 38' 47" W., a distance of 16.99 feet;

Thence N. 65d 21' 13" E., a distance of 127.00 feet;

Thence N. 0d 21' 13" E., a distance of 50.00 feet to the principal place of beginning, and containing 2.6011 acres (113,305 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

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

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

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

January 21st, 2005

Description of Remainder Parcel R-1 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet;

Thence S. 15d 21' 13" W., a distance of 93.99 feet;

Thence S. 65d 21' 13" W., a distance of 230.87 feet to the principal place of beginning;

Thence S. 24d 39' 16" E., a distance of 99.00 feet;

Thence S. 60d 38' 47" E., a distance of 249.04 feet;

Thence S. 15d 38' 47" E., a distance of 177.55 feet;

Thence S. 37d 21' 13" W., a distance of 153.80 feet;

Thence S. 82d 21' 13" W., a distance of 49.83 feet;

Thence N. 14d 38' 47" W., a distance of 103.35 feet;

Thence Northeasterly, Northerly, Westerly and Southwesterly, a distance of 237.36 feet on the arc of a circle deflecting to the left, whose central angle is 200d 00' 00", whose radius is 68.00 feet and whose chord bears N. 24d 38' 47" W., a distance of 133.93 feet to a point of tangency;

Thence S. 55d 21' 13" W., a distance of 55.95 feet;

Thence N. 82d 08' 47" W., a distance of 31.45 feet;

Thence N. 39d 38' 47" W., a distance of 67.66 feet;

Thence N. 4d 38' 47" W., a distance of 207.40 feet;

Thence N. 43d 21' 13" E., a distance of 80.98 feet to the principal place of beginning, and containing 1.7959 acres (78,229 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

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

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

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

January 21st, 2005

Description of Remainder Parcel R-2 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet to the principal place of beginning;

Thence S. 24d 38' 47" E., a distance of 16.99 feet;

Thence S. 65d 21' 13" W., a distance of 101.80 feet;

Thence S. 30d 21' 13" W., a distance of 90.18 feet;

Thence S. 4d 38' 47" E., a distance of 231.45 feet;

Thence S. 75d 21' 13" W., a distance of 119.99 feet;

Thence N. 0d 33' 55" E., a distance of 312.11 feet;

Thence N. 30d 21' 13" E., a distance of 113.32 feet;

Thence N. 65d 21' 13" E., a distance of 147.23 feet;

Thence S. 24d 38' 47" E., a distance of 82.01 feet to the principal place of beginning, and containing 1.1867 acres (51,692 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

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.dyndns.biz

January 21st, 2005

Description of Remainder Parcel R-3 in Legacy Pointe Condominium No. 4

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet;

Thence N. 24d 38' 47" W., a distance of 82.01 feet;

Thence S. 65d 21' 13" W., a distance of 147.23 feet;

Thence S. 30d 21' 13" W., a distance of 113.32 feet;

Thence S. 0d 33' 55" W., a distance of 312.11 feet;

Thence S. 28d 38' 47" E., a distance of 153.49 feet to the principal place of beginning;

Thence N. 46d 21' 13" E., a distance of 118.18 feet;

Thence S. 58d 08' 47" E., a distance of 94.65 feet;

Thence S. 17d 21' 13" W., a distance of 102.29 feet;

Thence N. 87d 38' 47" W., a distance of 51.73 feet;

Thence N. 52d 38' 47" W., a distance of 105.32 feet to the principal place of beginning, and containing 0.3350 acres (14,594 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

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. 4 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

Phase No. 1

Unit No.	Address	Bldg. No.	Model
1	505 Vintage Pointe	1	D'Agostina
2	507 Vintage Pointe	1	Cantiga
3	509 Vintage Pointe	1	Bella Luna
4	513 Vintage Pointe	2	Monterey
5	515 Vintage Pointe	2	Cantiga
6	517 Vintage Pointe	2	Bella Luna
7	576 Vintage Pointe	8	Bella Luna
8	574 Vintage Pointe	8	Cantiga
9	572 Vintage Pointe	8	Monterey
10	556 Vintage Pointe	10	Bella Luna
11	554 Vintage Pointe	10	Cantiga
12	552 Vintage Pointe	10	D'Agostina

Prospective Purchasers will be able to choose from four (4) basic unit types as set forth below. Options are available to prospective Purchasers to modify their design.

The Bella Luna Model – 1,820 Square Feet

The Bella Luna model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional sunrooms and storage areas are available on certain units.

The Cantiga Model – 2100 Square Feet

The Cantiga model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, two bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional sunrooms, third bedroom and storage areas are available on certain units.

The D'Agostina Model – 1,880 Square Feet

The D'Agostina model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional sunrooms and storage areas are available on certain units.

The Monterey Model – 1,780 Square Feet

The Monterey model is a two-story unit with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, living room, dining room, den, two and one half baths, kitchen, laundry room and foyer. Optional sunrooms and storage areas are available on certain units.

* Each of the units has an equal percentage interest on the Common Elements of 8.333333%.

EXHIBIT F

"GENERAL PROVISIONS"

Parcel A is currently subject to the following matters: (i) Open End Mortgage and Security Agreement by and between Legacy Pointe Ltd., an Ohio limited liability company, and Ohio Savings Bank, recorded on September 14, 2000, as Lorain County Recorder's Document No. 20000706439 as amended by "First Amendment to Open End Mortgage and Security Agreement", recorded as Lorain County Recorder's Document No. 20010748601 and "Second Amendment to Open End Mortgage and Security Agreement", recorded as Lorain County Recorder's Document No. 20040984177. The Mortgagee of said Mortgage has 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 Mortgage, as to that Unit, will be discharged. Parcel A is also currently subject to an Easement recorded as Document No. 20010787603 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.

EXHIBIT G

ASSIGNMENT AND ASSUMPTION AGREEMENT

RE: Legacy Pointe No. 4 Condominium, Heider Ditch Maintenance Easement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made on this _____ day of _____, 2005, 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**"), **LEGACY POINTE NO. 4 CONDOMINIUM UNIT OWNERS' ASSOCIATION**, an Ohio not for profit corporation, (hereinafter called "**Association**") and the **CITY OF AVON LAKE**, a municipal corporation, organized under the laws of the State of Ohio, (hereinafter called "**City**").

WHEREAS, the City, who claims ownership of the two parcels of real property designated as PP #04-00-017-101-032 and PP #04-00-017-101-035, by or through documents recorded at O. R. Volume 1088, Page 739, and O.R. Volume, 1088, Page 741, of Lorain County Records, and 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 and the City, entered into a Right of Entry, Easement and Indemnity Agreement on or about September 20, 2001, whereby Legacy, for itself and its successors and assigns, assumed an obligation to clean and maintain certain portions of the Heider Ditch running thru and located within the Heider Ditch Parcel, said agreement being recorded on November 1, 2001, as Instrument #20010787603 of the Lorain County Records (hereinafter referred to as the "Right of Entry, Easement and Indemnity Agreement"); and

WHEREAS, the Right of Entry, Easement and Indemnity Agreement, provides for the assignment and assumption of certain of the rights, duties and obligations of Legacy to the future owners of the Golf Course Property, as such property is described in the Right of Entry, Easement, and Indemnity Agreement; and

WHEREAS, Legacy Pointe No. 4 Condominium is being developed as a residential condominium development by Legacy on a portion of the Golf Course Property as such property is described in the Right of Entry, Easement and Indemnity Agreement; and

WHEREAS, the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium provides for Legacy Pointe No. 4 Condominium Unit Owners' Association, for itself, and on behalf of the current and future owners of all the Units of the Legacy Pointe No. 4 Condominium, to assume Legacy's obligation to clean and maintain those portions of the Heider Ditch Parcel identified on the drawing marked as Exhibit B and described by the legal description set forth on Exhibit C, both exhibits being attached hereto and incorporated herein by reference. The portion of the Heider Ditch Parcel identified on the drawing marked as Exhibit B and described by the legal description set forth on Exhibit C shall hereinafter be referred to as the "Legacy Point No. 4 Condominium Easement Premises"; and

WHEREAS, the City hereby acknowledges the assignment and assumption of Legacy's duty and obligation to clean and maintain portion of the Heider Ditch Parcel designated as the Legacy Pointe No.4 Condominium Easement Premises; and

WHEREAS, the City hereby acknowledges the release of Sweetbriar and Legacy from any further obligation to clean and maintain the portion of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this agreement, and for Legacy Pointe No 4 Condominium Unit Owners' Association's agreement to maintain those portions of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Maintenance Easement. The City of Avon Lake hereby grants unto the Legacy Pointe No. 4 Condominium Unit Owners' Association, and its successors and assigns, an easement over and upon the portion of the Heider Ditch Parcel designated above as the Legacy Pointe No. 4 Condominium Easement Premises, for the purposes of maintaining the Legacy Pointe No. 4 Condominium Easement Premises, including cleaning, mowing and maintaining the trees, shrubs, grass, and ground covers located within the easement premises. Said easement rights shall include the right to remove any trees, shrubs, bushes, grasses and ground covers located within said Legacy Pointe No. 4 Condominium Easement Premises.
2. 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, including, but not limited to, the portion of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Easement Premises, all rights not inconsistent with the easement rights granted pursuant to this Agreement.
3. Cleaning and Maintenance of the Heider Ditch. The Legacy Pointe No. 4 Condominium Unit Owners' Association, at its sole cost and expense, for itself and the owners of each and every Unit in the Legacy Pointe No. 4 Condominium, shall clean and maintain the Legacy Pointe No. 4 Easement Premises. The cleaning and maintenance obligations shall continue as long as the easements granted by the City pursuant to the Right of Entry, Easement and Indemnity Agreement and assigned by this agreement remain in effect. The Association, and the owners of all Units in the Legacy Pointe No. 4 Condominium, subject to paragraphs 6 and 9 hereof, shall also indemnify and save harmless the City from any and all expenses related to the cleaning and ongoing maintenance of the those portions of the Heider Ditch Parcel designated as the Legacy Pointe No. 4 Condominium Easement Premises. Subject to paragraphs 6 and 9

Heider Ditch Maintenance Assignment Agreement
February 25, 2005

Legacy Pointe Condominium No 4.

hereof, the Association, and the owners of all Units in the Legacy Pointe No. 4 Condominium, further agree 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 or maintenance of the Legacy Pointe No. 4 Condominium Easement Premises, and, subject to paragraph 9 hereof, the Association 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.

4. Period Covered. The easements and indemnity agreement provided for herein, shall commence on the date this Assignment and Assumption 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.

5. Limitation of Liability. The Association's liability under this contract shall not be limited in terms of a dollar amount.

6. Assignment. Legacy and the Association further agree to incorporate the rights, duties and obligations contained in this Assignment and Assumption Agreement into the Legacy Pointe No. 4 Condominium Declaration so that the Association and all future owners of Units in the Legacy Pointe No. 4 Condominium shall bear the liability created by this Agreement and accepted by the Association. Notwithstanding anything herein stated to the contrary, upon the transfer of ownership of a Unit in the Legacy Pointe No. 4 Condominium the obligations of the Unit's owner shall transfer to the new owner of such Unit and the prior owner of the Unit shall be released from any and all further liability pursuant to the Right of Entry, Easement, and Indemnity Agreement or pursuant to this Assignment and Assumption Agreement.

7. Expenses, Attorney Fees and Costs. If the City, in the enforcement of any part of this assignment and assumption agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then, subject to paragraph 9 hereof, the Association 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.

8. Insurance. The Association 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. The Association, upon request, shall provide the City with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

9. Notice of Claim Against City. The City agrees to give the Association, 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 the Association's obligations immediately without in any way diminishing the Associations or the Unit Owners' liability under this contract.

10. 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.

11. 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 Assignment and Assumption Agreement by and through their authorized representatives or officers on the day and year first above written.

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

By: _____
H. R. Kopf, President

LEGACY POINTE NO. 4 CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: _____
Trustee

CITY OF AVON LAKE, OHIO

By: _____
Robert J. Berner, Mayor

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that he was the authorized representative of Legacy Pointe No. 4 Condominium Unit Owner's Association and that the signing of the foregoing Assignment and Assumption Agreement to be his free act and deed and the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

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 ____ day of _____, 2005.

Notary Public

This instrument prepared by:
Kenneth R. Resar, Esq.
520 Broadway Avenue
Lorain, Ohio 44052
PH: (440) 244-5214

FAKRR\KOPFLegacy Pointe\Heider Ditch Easement\Legacy Pointe Condominium No 4. Heider Ditch Maintenance Agreement, March 25, 2005, (Word Format).wpd

Heider Ditch Maintenance Assignment Agreement
February 25, 2005

Legacy Pointe Condominium No 4.

EXHIBIT "A-1"

Legal Description of the Heider Ditch Parcel
(Two Parcels)

PARCEL 1 - 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 0E 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 0E 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 89E 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 44E 23' 58" West a distance of 99.88 feet to a point;

Thence North 0E 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 89E 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

PARCEL 2 - 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 00E 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 89E 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 16E 54' 00" East a distance of 95.13 feet to a point;

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

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

Thence North 89E 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 00E 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"

Drawing Indicating the Portion of the Heider Ditch Parcel to be Maintained
by the Legacy Pointe No. 4 Condominium Unit Owners' Association

Reduced sized drawing

EXHIBIT "C"

**Description of City of the Portion of the Heider Ditch Parcel to be Maintained by
Legacy Pointe No. 4 Condominium Unit Owners' Association**

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S. 0degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road and the principal place of beginning;

Thence continuing S. 0degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 636.34 feet to an angle point;

Thence S. 44degrees 31' 13" E., along the Northeasterly line of land so conveyed to the City of Avon Lake, a distance of 99.91 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence S. 89degrees 39' 55" E., along a Northerly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 741, a distance of 279.82 feet;

Thence S. 0degrees 20' 05" W., a distance of 12.00 feet;

Thence N. 89degrees 39' 55" W., a distance of 240.65 feet;

Thence N. 84degrees 39' 55" W., a distance of 48.59 feet;

Thence N. 74degrees 39' 55" W., a distance of 30.00 feet to the Southerly line of a parcel of land conveyed to the City of Avon Lake, in Volume 1088, Page 739, as aforesaid;

Thence N. 54degrees 26' 05" W., a distance of 24.46 feet;

Thence N. 29degrees 26' 05" W., a distance of 45.00 feet;

Thence N. 0degrees 33' 55" E., a distance of 654.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 10.00 feet to the principal place of beginning, and containing 0.2790 acres (12,155 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

EXHIBIT H

EASEMENT AND MAINTENANCE AGREEMENT

Legacy Pointe No. 4 Condominium, Winery Parcel Maintenance Easement

THIS EASEMENT AND MAINTENANCE AGREEMENT is made on this _____ day of _____, 2005, 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**") and **LEGACY POINTE NO. 4 CONDOMINIUM UNIT OWNERS' ASSOCIATION**, an Ohio not for profit corporation, (hereinafter called "**Association**").

WHEREAS, Legacy, is the owner of the real property described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Legacy Pointe Winery Parcel**"); and

WHEREAS, the Legacy Pointe Winery Parcel abuts, and to a large extent surrounds, the real property that is a part of the Condominium Property of the Legacy Pointe No. 4 Condominium and the Additional Condominium Property that may hereafter be added to the Condominium Property the extent permitted by the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium; and

WHEREAS, the Association, for itself and for the benefit of each and every current and future Owner of a Unit in the Legacy Pointe No. 4 Condominium, desires the ability to consult with the owner of the Legacy Pointe Parcel regarding the extent and type of maintenance performed on the Legacy Pointe Winery Parcel; and

WHEREAS, the Association desire to obtain an agreement whereby the Association, for itself, and on behalf of all of the current and future owners of Units in the Legacy Pointe No. 4 Condominium, has the right to maintain certain portions of the Legacy Pointe Winery Parcel; and

WHEREAS, Legacy has agreed to grant Legacy Pointe No. 4 Condominium Unit Owners' Association, an easement over and upon certain portions of the Legacy Pointe Winery Parcel for the purpose of cleaning and maintaining the portions of the Legacy Pointe Winery Parcel identified on the drawing marked as Exhibit B, which is attached hereto and incorporated herein by reference, and more fully described by the legal description set forth on Exhibit C, which is also attached hereto and incorporated herein by reference. The portion of the Legacy Pointe Winery Parcel identified on Exhibit B as the "Area of Condo Assoc. Maintenance of Winery Land" and more fully described by the legal description set forth on Exhibit C shall hereinafter be referred to as the "Association Easement Premises"; and

WHEREAS, Legacy desires the right to enter and inspect the Association Easement Premises, and, if necessary, to enter and make such repairs and perform such

maintenance work as Legacy deems reasonably necessary, in the event the Association fails to maintain or make necessary repairs to the Association Easement Premises; and

WHEREAS, the Association desires to assure that Legacy is held harmless from any loss, damages or liability that Legacy may suffer from claims made against Legacy by reason of the use and maintenance of the aforesaid Association Easement Premises.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this agreement, for Legacy Pointe No. 4 Condominium Unit Owners' Association's agreement to clean and maintain the Association Easement Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Association Easement. Legacy hereby grants unto the Association, and its successors and assigns, an easement, over, upon and through the portion of the Legacy Pointe Winery Parcel described above as the Association Easement Premises, to use, repair and maintain the trees, shrubs, bushes, grasses, ground covers and other landscaping features located therein, including such grading, mounding, paths, walkways, swales, 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 and the Association, for the maintenance, use, or repair of any portion thereof, (collectively the "Easement Premises Improvements"). Said easement rights shall include the right to remove any trees, shrubs, landscaping, structures or other improvements within said Association Easement Premises, which unreasonable interfere with the maintenance or repair of the Easement Premises Improvements, or the use of the Association Easement Premises as a part of the Winery Property. Said easement rights shall include the right to remove only those trees, shrubs, bushes, grasses, ground covers and other landscaping features within the Association Easement Premises, which unreasonable interfere with the maintenance and repair of the Association Easement Improvements. The Association, in conjunction with any maintenance or repair of the Easement Premises Improvements, shall not take any action which substantially or unreasonably interferes with the use of the Legacy Pointe Winery Property for winery purposes and shall take such action as is reasonable under the circumstances to limit its interference with the ongoing use of the Legacy Pointe Winery Property, including, but not limited to, the Association Easement Premises by Legacy, its successors, assigns, agents, employees, patrons and invited guests.

2. Reservation of Rights by Legacy. Legacy reserves unto itself, and its successors and assigns, including, without limitation, all future owners of the Legacy Pointe Winery Parcel, all rights not inconsistent with the easement rights granted pursuant to this Agreement.

3. Maintenance and Repair of the Association Easement Premises. The Association, at its sole cost and expense, shall maintain and repair the Association Easement Premises and the Easement Premises Improvements. The work necessary to maintain and repair the Association Easement Premises and the Easement Premises Improvements shall be performed in accordance with plans and/or policies approved by Legacy. The maintenance and repair obligations shall continue as long as the easements granted by Legacy pursuant to this agreement remain in effect. The Association, subject to paragraphs 4, 6 and 9 hereof, shall also indemnify and save harmless Legacy from any and all expenses related to the ongoing maintenance and repair of the Easement Premise Improvements located within the Association Easement Premises. Subject to paragraphs 4, 6 and 9 hereof, the Association further agrees to save harmless Legacy from any and all costs, attorney fees, liability or damages Legacy may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against Legacy arising out of the use, maintenance or repair of the Association Easement Premises, and, subject to paragraphs 6 and 9 hereof, the Association shall undertake the defense, trial and appeals of any and all lawsuits brought against Legacy by reason of any of the aforesaid claims, demands and causes of action.

4. Indemnification for Costs, Expenses and Claims Arising from Easement Premises Improvements. The Association, at its sole cost and expense, shall be responsible for the installation, maintenance and repair of all Easement Premises Improvements currently or hereafter installed or constructed within the Association Easement Premises. Subject to paragraphs 6 and 9 hereof, the Association shall indemnify and save harmless the City from any and all expenses related to the construction, installation, repair or maintenance of the Association Easement Improvements currently or hereafter installed in, under or upon the Association Easement Premises. Subject to paragraphs 6 and 9 hereof, the Association further agrees to save harmless Legacy from any and all costs, attorney fees, liability or damages Legacy may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against Legacy arising out of the construction, installation, use, or maintenance of said Association Easement Improvements, and, subject to paragraphs 6 and 9 hereof, the Association shall undertake the defense, trial and appeals of any and all lawsuits brought against Legacy by reason of any of the aforesaid claims, demands and causes of action.

5. Self Help By Legacy. Legacy shall not be obligated to maintain or repair any damage to any Association Easement Improvements located upon or within the Association Easement Premises. The Association shall retain the obligation to maintain all Association Easement Improvements. Legacy, for the purpose of determining whether or not the Association Easement Premises and the Association Easement Improvements are being properly maintained, shall have the right to enter and inspect the Association Easement Premise. In the event the Association, or its successors and assigns, fail to maintain the Association Easement Improvements, or any portion of the Association Easement Premises, Legacy may provide the Association with written notice of the maintenance work or repairs that need to be completed. In

the event the Association fails to commence the needed maintenance work or repairs within ten (10) days after the Association's receipt of such written notice, Legacy shall have the right, at the expense of the Association, to enter the Association Easement Premises to perform such maintenance and repairs as are required or deemed reasonably necessary or prudent by Legacy. Such right shall be in addition to any other remedies available to Legacy at law or in equity.

6. Period Covered. The easements and indemnity agreement provided for herein, shall commence on the date this Easement and Maintenance Agreement is filed with the Lorain County Recorder and shall continue in effect forever unless terminated by Legacy (as hereinafter set forth) or by mutual agreement of the parties, which agreement shall be in writing. Legacy, at its sole discretion, with or without cause, may terminate this agreement at any time by providing the Association with a minimum 90 day advance notice of its decision to terminate this agreement. Upon termination of this agreement by Legacy, the Association, as of the termination date, shall be relieved of any further obligation to maintain or repair the Association Easement Premises or the Association Easement Improvements.

7. Limitation of Liability. The Association's liability under this contract shall not be limited in terms of a dollar amount.

8. Association Common Expense. The Association further agrees to incorporate the rights, duties and obligations contained in this Easement and Maintenance Agreement into the Declaration of Condominium Ownership for Legacy Pointe No. 4 Condominium (the "Declaration") or the Bylaws of the Legacy Pointe No. 4 Unit Owners' Association (the "Bylaws"). The Declaration or Bylaws shall provide that all costs and expenses incurred by the Association to comply with the terms and conditions of this Easement and Maintenance Agreement shall be a common expense of the Association.

9. Expenses, Attorney Fees and Costs. If Legacy, in the enforcement of any part of this Easement and maintenance agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then the Association agrees to reimburse Legacy for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from Legacy of the incurring of such expenses, costs or obligation.

10. Insurance. The Association 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 Legacy. The Association, upon request, shall provide Legacy with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

11. 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.

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

12. 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 Easement and Maintenance Agreement by and through their authorized representatives or officers on the day and year first above written.

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

By: _____
H. R. Kopf, President

LEGACY POINTE NO. 4 CONDOMINIUM
UNIT OWNERS' ASSOCIATION,

By: _____
Trustee

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 ____ day of _____, 2005.

Notary Public

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that he was the authorized representative of Legacy Pointe No. 4 Condominium Unit Owner's Association and that the signing of the foregoing Assignment and Assumption Agreement to be his free act and deed and the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of _____, 2005.

Notary Public

This instrument prepared by:
Kenneth R. Resar, Esq.
520 Broadway Avenue
Lorain, Ohio 44052
PH: (440) 244-5214

F:\KRR\KOPF\Legacy Pointe\Heider Ditch Easement\Legacy Pointe No 4 Condominium Winery Parcel Maintenance Easement, March 1, 2005. (Word Format).doc

EXHIBIT "A"

Legal Description of the Legacy Pointe Winery Parcel

January 21st, 2005

Description of Winery Remainder Parcel in Legacy Pointe

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

Beginning at a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 327.10 feet to the Northerly prolongation of the Westerly line of Block "G" in the Legacy Pointe Subdivision No. 1, as shown by the recorded plat in Volume 70 of Plats, pages 24 – 28 of Lorain County Plat Records;

Thence S. 0degrees 21' 13" W., along said Northerly prolongation and along the Westerly line of said Block "G", a distance of 312.86 feet to an angle point;

Thence S. 35d 21' 12" W., along the Northwesternly line of said Block "G", a distance of 337.66 feet to an angle point therein;

Thence S. 20d 21' 13" W., along the Northwesternly line of said Block "G", a distance of 125.07 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence N. 89d 39' 55" W., along the Northerly line of land so conveyed to the City of Avon Lake, a distance of 465.03 feet to the Southeasterly corner of land so conveyed to the City of Avon Lake in Volume 1088, Page 739;

Easement and Maintenance Agreement
March 1, 2005

Legacy Pointe No. 4 Condominium

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

Thence N. 0d 33' 55" E., along the Easterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 636.34 feet to the Southerly line of Walker Road;

Thence S. 89d 38' 47" E., along the Southerly line of Walker Road, a distance of 347.16 feet;

Thence S. 0d 21' 13" W., a distance of 50.00 feet;

Thence S. 65d 21' 13" W., a distance of 127.00 feet;

Thence N. 24d 38' 47" W., a distance of 82.01 feet;

Thence S. 65d 21' 13" W., a distance of 147.23 feet;

Thence S. 30d 21' 13" W., a distance of 113.32 feet;

Thence S. 0d 33' 55" W., a distance of 312.11 feet;

Thence S. 28d 38' 47" E., a distance of 153.49 feet;

Thence S. 52d 38' 47" E., a distance of 105.32 feet;

Thence S. 87d 38' 47" E., a distance of 168.00 feet;

Thence N. 82d 21' 13" E., a distance of 93.34 feet;

Thence N. 37d 21' 13" E., a distance of 153.80 feet;

Thence N. 15d 38' 47" W., a distance of 177.55 feet;

Thence N. 60d 38' 47" W., a distance of 249.04 feet;

Thence N. 65d 21' 13" E., a distance of 230.85 feet;

Thence N. 24d 38' 47" W., a distance of 99.00 feet;

Thence N. 15d 21' 13" E., a distance of 93.99 feet to the principal place of beginning, and containing 5.3418 acres (232,690 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425,

dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.

EXHIBIT "B"

Drawing Indicating the Portion of Legacy Pointe Winery Parcel
to be Maintained by the Legacy Pointe No. 4 Unit Owners' Association

EXHIBIT "C"

Description of Legacy Pointe Winery Land to be
Maintained by
Legacy Pointe Condominium No. 4 Unit Owners'
Association

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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwesterly corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W., along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 43.00 feet to the Southerly line of Walker Road;

Thence S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 442.52 feet to the principal place of beginning;

Thence continuing S. 89degrees 38' 47" E., along the Southerly line of Walker Road, a distance of 10.35 feet;

Thence S. 15degrees 21' 14" W., a distance of 61.60 feet;

Thence S. 0degrees 21' 13" W., a distance of 59.64 feet;

Thence S. 24degrees 38' 47" E., a distance of 57.03 feet;

Thence S. 0degrees 21' 13" W., a distance of 25.77 feet;

Thence S. 65degrees 21' 13" W., a distance of 35.23 feet;

Thence S. 2degrees 08' 47" E., a distance of 169.68 feet;

Thence N. 60degrees 38' 47" W., a distance of 212.31 feet;

Thence N. 65degrees 21' 13" E., a distance of 230.85 feet;

Thence N. 24degrees 38' 47" W., a distance of 99.00 feet;

Thence N. 15degrees 21' 13" E., a distance of 93.99 feet to the principal place of beginning, and containing 0.4383 acres (19,093 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Professional Surveyor No. S-7425, dated January, 2005, 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 a 1" iron pin in a monument box found on the centerline of Walker Road, 86 feet wide, at a point distant S. 89degrees 38' 47" E., along said centerline 50.00 feet from the Northwestern corner of said Original Section No. 20 at the Northeasterly corner of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 739 of Lorain County Records of Deeds;

Thence S 00degrees 33' 55" W, along the Easterly line of land so conveyed to the City of Avon Lake, a distance of 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 347.16 feet;

Thence S. 0degrees 21' 13" W., a distance of 50.00 feet;

Thence S. 65degrees 21' 13" W., a distance of 127.00 feet;

Thence N. 24degrees 38' 47" W., a distance of 82.01 feet;

Thence S. 65degrees 21' 13" W., a distance of 147.23 feet;

Thence S. 30degrees 21' 13" W., a distance of 113.32 feet;

Thence S. 0degrees 33' 55" W., a distance of 312.11 feet;

Thence S. 28degrees 38' 47" E., a distance of 153.49 feet;

Thence S. 52degrees 38' 47" E., a distance of 105.32 feet;

Thence S. 87degrees 38' 47" E., a distance of 168.00 feet;

Thence N. 82degrees 21' 13" E., a distance of 15.00 feet;

Thence S. 7degrees 38' 47" E., a distance of 3.86 feet to the Northerly line of a parcel of land conveyed to the City of Avon Lake, by deed recorded in Volume 1088, Page 741 of Lorain County Records of Deeds;

Thence N. 89degrees 39' 55" W., along the Northerly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 741, a distance of 279.82 feet to the Easterly corner of a parcel of land conveyed to the City of Avon Lake in Volume 1088, Page 739, as aforesaid;

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

Thence N. 0degrees 33' 55" E., along the Easterly line of land so conveyed to the City of Avon Lake in Volume 1088, Page 739, a distance of 636.34 feet to the principal place of beginning, and containing 1.0279 acres (44,774 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Professional Surveyor No. S-7425, dated January, 2005, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the bearing system used for Legacy Pointe plats and are used to denote angles only.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/18/2004	200428902038	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

LEGACY POINTE, LTD.
420 AVON BELDEN RD
AVON LAKE, OH 44012

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1494237

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

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 4, INC.

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200428902038



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 8th day of October, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

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

Expedite this Form: (Select One)

☐ YesPO Box 1390
Columbus, OH 43216

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

☒ NoPO Box 670
Columbus, OH 43216**INITIAL ARTICLES OF INCORPORATION**

(For Domestic Profit or Non-Profit)

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 Non-Profit (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. 4, 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 property.

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)

Brett C. 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)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative

Barry J. Edelstein
(Print Name)

October 6, 2004
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.

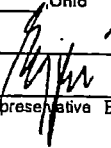

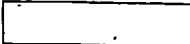


ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Legacy Pointe Condominium Association No. 4, 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

Barry J. Edelstein
(Name)
420 Avon Belden Road
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Avon Lake Ohio 44012
(City) (Zip Code)

Must be authenticated by an authorized representative

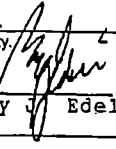
	<u>October 6, 2004</u>
Authorized Representative <u>Barry J. Edelstein</u>	Date
	
Authorized Representative	Date
	
Authorized Representative	Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Barry J. Edelstein, named herein as the

Statutory agent for, Legacy Pointe Condominium Association No. 4, Inc.

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

Signature: 
(Statutory Agent) Barry J. Edelstein

BY-LAWS OF
LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 4, INC.

The within By-Laws are executed and attached to the Condominium Declaration of Condominium Ownership for Legacy Pointe No. 4 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. 4, 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 an 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, Limited Common Elements and Easement Areas when the actions regulated by those rules affect Common Elements, Easement Areas, 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 and Easement Areas 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, Easement Areas 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, any 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 Easement Areas, 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 and/or the Easement Areas, 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 and Easement Areas. The cost of landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the Condominium Common Elements and Easement Areas 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 and Easement Areas as the Association

shall determine are necessary and proper, 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 or Easement Areas, 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 forty-two (42) 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.

IN WITNESS WHEREOF, these By-Laws have been executed by the Incorporator of the Association, this ____ day of _____, 2005.

Barry J. Edelstein, Incorporator

STATE OF OHIO)
)SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, appeared the above named Barry J. Edelstein, 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. 4, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2005.

Notary Public

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

LEGACY POINTE NO. 4 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. 4, 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. 4 Condominiums (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.

IN WITNESS WHEREOF, 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. 4, 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 _____, 2000, by and between _____, 420 Avon Helden 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 _____ (the "City"), County of _____, Ohio, together with an 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 _____, 2000 (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 _____, 2000, 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, in 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 or use 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 in 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(F) 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

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.

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 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 or 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 _____, 200____, 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.**

(n) 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 appertaining 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, 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 (exclusive of the cost of any endorsements requested by Buyer or Buyer's lender). (C) the entire amount set forth in 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 assessments for the Unit, all as is provided in the Declaration and By-Laws. From and after the closing, Buyer shall pay directly all common expenses, charges, taxes and

11. **Nonperformance.**

(n) 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 _____.

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, at 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 below.

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. 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.

16. 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.

17. 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 in Subparagraph 2(a) above.

Date:

By:

LEGACY POINTE RECREATIONAL ASSOCIATION, INC.

MANAGEMENT CONTRACT

This Management Contract, (the "Contract") made and entered into at Avon Lake, Ohio, this _____ day of _____, 20____, by and between VIP PROPERTY MANAGEMENT COMPANY, an Ohio corporation (the "Manager"), and LEGACY POINTE RECREATIONAL ASSOCIATION, INC., an Ohio corporation not for profit (the "Club").

WITNESSETH:

1. EMPLOYMENT OF MANAGER: The Club hereby appoints and employs the Manager as the Club's sole and exclusive agent to maintain, operate, service and care for all General Common Areas, Recreational Areas, Recreational Facilities, Entry Ways, Hubs, Island Areas, Identification Areas and the abutting Tree Lawns, as such terms are defined in the Legacy Pointe Declaration of Restrictions, Reservations and Covenants (the "Declaration") recorded as document # _____, in the Lorain County Records (the foregoing items being collectively referred to herein as "Legacy Pointe Club Facilities and Property"), within the Legacy Pointe P.U.D. ("Legacy Pointe"), in Avon Lake, Lorain County, Ohio and Manager hereby accepts such appointment. The Club shall not authorize or permit any other person, firm or corporation to perform any work or render any services delegated, conferred or imposed upon Manager hereunder unless prior written approval is obtained from Manager.
2. TERM: The term of employment of the Manager shall be for one (1) year commencing on _____ 20____, and shall automatically renew itself for consecutive one-year additional terms. This Contract may be terminated by either party at any time, upon ninety (90) days' written notice to the other.
3. DUTIES AND AUTHORITY OF MANAGER: Manager shall have the exclusive right and duty to manage the Legacy Point Club Facilities and Property, with full authority, power and control over all phases (if more than one) thereof; and the Club expressly agrees to assume and pay all expenses incurred in connection therewith. Manager shall be responsible for furnishing, at the Club's expense, all services incident to the management of Legacy Pointe Club Facilities and Property, including without limitation the following:

- 3.01 Manager shall hire, pay and supervise any and all persons and employees deemed necessary by Manager to properly maintain, service and care for the Legacy Pointe Club Facilities and Property.
- 3.02 Manager shall cause the Legacy Pointe Club Facilities and Property to be maintained, operated, serviced and cared for in such condition as Manager deems advisable, including cleaning, repairs and alterations.
- 3.03 Manager shall cause such acts or things to be done as may be necessary to comply with all orders, statutes, rules or ordinances applicable to the Legacy Pointe Club Facilities and Property by any federal, state, municipal or governmental authority having jurisdiction thereof; provided, however, that any single expenditure in excess of Five Thousand Dollars (\$5,000.00) to obtain compliance with such order, statute, rule or ordinance shall be first approved by the Club Board of Trustees.
- 3.04 Manager shall enter into contracts on behalf of the Club for the maintenance, operation, service and care of the Legacy Pointe Club Facilities and Property, including without limitation, lawn care, rubbish removal, landscaping and the like, but no such contract shall be for a term in excess of one (1) year unless first approved by the Club Board of Trustees.

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

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

- 4.01 Base Compensation. The sum of Five Hundred Dollars (\$500.00) per month, payable in equal monthly installments, in advance, on the first day of each month. However, until such time as recreational facilities have been made available for use by the Club members the fee shall be One Hundred Dollars (\$100.00) per month.

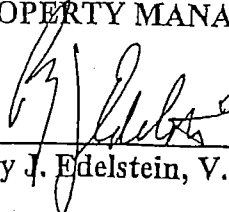
- 4.02 Costs and Expenditures Incurred by Manager. The Club, in addition to Manager's Base Compensation, shall reimburse Manager, within five (5) days after being invoiced by Manager, for any and all costs and expenses incurred by Manager in connection with the maintenance, operation, service and care of Legacy Pointe Club Facilities and Property.
5. BUDGET: Manager shall, from time to time, prepare and submit to the Club a tentative annual budget of any and all costs and expenses that Manager expects to incur in connection with the maintenance, operation, service and care of Legacy Pointe Club Facilities and Property. Manager shall not be bound by the annual budget, and the same shall be used only as a planning tool for the Club and for the Manager.
6. INDEMNIFICATION: The Club, for itself and each member, hereby agrees to defend, indemnify and save Manager harmless for and against any and all claims, demands, liabilities, damages, penalties, expenses, costs (including reasonable attorney's fees) and/or causes of action brought by or against, sustained or incurred by Manager directly or indirectly, in whole or in part arising out of or relating to, any loss, injury and/or damage to any person or property in, on or about the Legacy Pointe Club Facilities and Property and/or in connection with the Club, its properties and facilities, for any cause whatsoever. Manager shall not be liable or responsible for any error of judgment or for anything Manager may do or refrain from doing under or pursuant to this Contract, except in cases of willful misconduct or gross negligence.
7. NOTICES: Any and all notices required hereunder shall be delivered by hand or mailed to the party entitled to receive same by regular United States mail, postage prepaid, except notice of termination, which shall be delivered by hand or certified mail, return receipt requested.
8. BINDING EFFECT: This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers, at the date and place first above written.

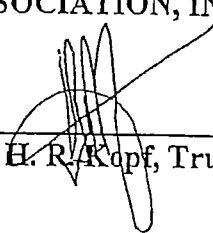
VIP PROPERTY MANAGEMENT COMPANY

By


Barry J. Edelstein, V. President

LEGACY POINTE RECREATIONAL
ASSOCIATION, INC.

By


H. R. Kopf, Trustee

This Document Prepared By:
Kenneth R. Resar, Esq.
520 Broadway, Suite 200
Lorain, Ohio 44052
440-244-5214

F:\KRAVKOPF\Legacy Pointe\Legacy Pointe, Recreation Assoc. Managmnt Contract, 1-15-02.wpd