

**LEGACY POINTE NO. 7 CONDOMINIUM**

**FIRST SUPPLEMENT TO DISCLOSURE STATEMENT**

This document, including its attachments, is the First Supplement to the Disclosure Statement of Legacy Pointe No. 7 Condominium. It amends certain provisions of the Disclosure Statement as follows:

1. The second paragraph of Article B of the Disclosure statement is hereby amended to state that the Developer will begin the Condominium Development with twelve (12) units and real estate which consists of approximately 2.1957 acres of land.
2. Exhibit 1 - "Description of Condominium Property", Exhibit 2 - "Description of Additional Property", Exhibit 3 - "Types of Units", Exhibit 4 - "Title Matters", Exhibit 7 - "Projected Budgets", and Exhibit 8 - "Condominium Declaration" as set forth in the original Disclosure Statement are replaced by Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 7, and Exhibit 8 attached hereto. The current site plan drawing of the Condominium Development is also attached hereto.

LEGACY POINTE, LTD.

By: Kopf Construction  
Corporation, its Manager

By:   
H.R. Kopf, President

## THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

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

4214 Rocky River Drive

TELEPHONE: 216-251-3033

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

Cleveland, Ohio 44135

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

EMAIL: reitz@reitzeng.com

March 13<sup>th</sup>, 2018

### Description of Parcel A in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being all of Block "X" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Cuyahoga County Records and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence N. 00d 42' 36" E., along the Easterly line of Avon-Belden Road, a distance of 48.00 feet;

Thence S. 89d 17' 24" E., a distance of 43.32 feet to the principal place of beginning;

Thence N. 34d 17' 24" W., a distance of 14.51 feet;

Thence N. 00d 42' 36" E., a distance of 163.90 feet to the Southerly line of a parcel of land conveyed to David Austin and Ann Austin, by deed recorded in Instrument No. 20150547621 of Lorain County Records;

Thence S. 89d 42' 24" E., along the Southerly line of land so conveyed to David & Ann Austin, a distance of 283.93 feet;

Thence S. 52d 50' 38" E., a distance of 130.29 feet;

Thence S. 00d 43' 05" E., a distance of 124.00 feet to the irregular Northerly line of Signature Parkway;

Thence N. 81d 43' 05" W., along the irregular Northerly line of Signature Parkway, a distance of 6.78 feet to a point of curvature;

Thence Westerly, along the irregular Northerly line of Signature Parkway, a distance of 70.04 feet on the arc of a circle deflecting to the left, whose central angle is 07d 34' 19", whose radius is 530.00 feet and whose chord bears N. 85d 30' 15" W., a distance of 69.99 feet to a point of tangency;

## EXHIBIT 1

"Description of Condominium Property"

Thence N. 89d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 65.33 feet;

Thence Northwesterly, along the irregular Northerly curved line of Signature Parkway, a distance of 135.58 feet on the arc of a circle deflecting to the left, whose central angle is 57d 58' 24", whose radius is 134.00 feet and whose chord bears N. 89d 17' 24" W., a distance of 129.87 feet;

Thence N. 89d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 73.14 feet to an angle point therein;

Thence N. 64d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 42.59 feet to the principal place of beginning, and containing 1.6088 acres (70,081 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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

## THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

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

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March 13<sup>th</sup>, 208

### Description of Parcel B in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and state of Ohio, and known as being part of Block "W" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Lorain County Records, and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence S. 00d 42' 36" W., along the Easterly line of Avon-Belden Road, a distance of 40.00 feet to the irregular Southerly line of Signature Parkway;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 45.00 feet to an angle point therein;

Thence N. 65d 42' 36" E., along the irregular Southerly line of Signature Parkway, a distance of 23.66 feet to an angle point therein;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 23.29 feet to the principal place of beginning;

Thence continuing S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 65.33 feet;

Thence Easterly, along the irregular Southerly curved line of Signature Parkway, a distance of 135.58 feet on the arc of a circle deflecting to the left, whose central angle is 57d 58' 24", whose radius is 134.00 feet and whose chord bears S. 89d 17' 24" E., a distance of 129.87 feet;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 65.33 feet to a point of curvature;

Thence Easterly, along the irregular Southerly curved line of Signature Parkway, a distance of 62.11 feet on the arc of a circle deflecting to the right, whose central angle is 07d 34' 19", whose radius is 470.00 feet and whose chord bears S. 85d 30' 15" E., a distance of 62.07 feet to a point of tangency;

Thence S. 81d 43' 05" E., along the irregular Southerly line of Signature Parkway, a distance of 5.01 feet to the Northwesterly corner of Sublot No. 194 in said Legacy Pointe Subdivision No. 9 Proposed;

Thence S. 08d 16' 55" W., along the Westerly line of said Sublot No. 194, a distance of 130.00 feet to a Northwesterly corner of Sublot No. 175 in the Legacy Pointe Subdivision No. 8, as shown by the recorded plat in Volume 101 of Plats, Pages 78-80 of Lorain County Records;

Thence S. 68d 16' 55" W., along a Westerly line of said Sublot No. 175, a distance of 37.95 feet to an angle point therein;

Thence S. 23d 16' 55" W., along a Westerly line of said Sublot No. 175, a distance of 65.03 feet to the Northeasterly corner of a parcel of land conveyed to Horwedel Properties, LLC, by deed recorded in Instrument No. 20130472056 of Lorain County Records;

Thence N. 25d 17' 24" W., a distance of 176.47 feet;

Thence N. 89d 17' 24" W., a distance of 93.62 feet;

Thence N. 57d 17' 24" W., a distance of 93.49 feet to the principal place of beginning, and containing 0.5869 acres (25,564 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Saylor, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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

## THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

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March 13<sup>th</sup>, 2008

### Description of Remainder Parcel R-1 in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and state of Ohio, and known as being all of Block "W" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Lorain County Records, and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence S. 00d 42' 36" W., along the Easterly line of Avon-Belden Road, a distance of 40.00 feet to the irregular Southerly line of Signature Parkway;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 45.00 feet to an angle point therein and the principal place of beginning;

Thence N. 65d 42' 36" E., along the irregular Southerly line of Signature Parkway, a distance of 23.66 feet to an angle point therein;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 23.29 feet;

Thence S. 57d 17' 24" E., a distance of 93.49 feet;

Thence S. 89d 17' 24" E., a distance of 93.62 feet;

Thence S. 25d 17' 24" E., a distance of 176.47 feet to the Northeasterly corner of a parcel of land conveyed to Horwedel Properties, LLC, by deed recorded in Instrument No. 20130472056 of Lorain County Records;

Thence N. 89d 43' 30" W., along the Northerly line of land so conveyed to Horwedel Properties, LLC, a distance of 305.00 feet;

## EXHIBIT 2

### "Description of Additional Property"

Thence N. 00d 42' 36" E., a distance of 186.19;

Thence N. 35d 42' 36" E., a distance of 17.43 feet to the principal place of beginning, and containing 1.0787 acres (46,988 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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

### EXHIBIT 3

#### LEGACY POINTE NO. 7 CONDOMINIUM

##### TYPES OF UNITS

Unit No.	Address	Model
1	32728 Signature Parkway	Kingsley
2	32726 Signature Parkway	Spyglass
3	32722 Signature Parkway	Cypress
4	32718 Signature Parkway	Kingsley
5	32716 Signature Parkway	Spyglass
6	32712 Signature Parkway	Cypress
7	32698 Signature Parkway	Cypress
8	32696 Signature Parkway	Spyglass
9	32692 Signature Parkway	Kingsley
10	32693 Signature Parkway	Kingsley
11	32695 Signature Parkway	Spyglass
12	32699 Signature Parkway	Cypress

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

Prospective Purchasers will be able to choose from three (3) basic unit types as set forth below.

**Cypress** – 2051 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, dinette, den, two and one-half baths, kitchen, laundry room and foyer. Optional sunroom, deck, and patio are available on certain units.

**Kingsley** – 1956 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, dinette, den, loft, two and one-half baths, kitchen, laundry room and foyer. Optional sunroom deck and patio are available on certain units.

**Spyglass** – 2377 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, formal dining room, den, loft, sitting room, two and one-half baths, kitchen,



laundry room and foyer. Optional sunroom, deck, and patio are available on certain units.

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

## **EXHIBIT 4**

### **"TITLE MATTERS"**

Parcels A and B are currently subject to the following matters: (i) Mortgage from Legacy Pointe, Ltd to Dollar Bank F.S.B., recorded on April 1, 2014, as Lorain County Recorder's Document No. 2014-0499895, amended in Document No. 2014-00508737, amended in Document No. 2016-0576610 and amended in Document No. 2016-0606305 of the Lorain County Recorder (ii) Mortgage from Legacy Pointe, Ltd to Dollar Bank F.S.B., recorded on June 25, 2015, as Lorain County Recorder's Document No. 2015-0549629, and (iii) Mortgage from Legacy Pointe Ltd to Dollar Bank F.S.B., recorded on October 7, 2016, as Lorain County Recorder's Document No. 2016-0603796. As title to each Unit in the Condominium Property is transferred to a Purchaser, said Mortgages, as to that Unit, will be discharged. Parcels A and B are also currently subject to sidewalk and utility easement shown on the Plat.

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 Parcels A and B 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 7

### LEGACY POINTE CONDOMINIUM NO. 6

**“Projected Budgets”  
For Two Years (2018 & 2019)  
For Three Units**

The following is a projection of annual expenditures necessary to operate and maintain the Common Elements of Legacy Pointe Condominium No. 7. The budget is for twelve (12) units in a Condominium that can be expanded to eighteen (18) units.

	<u>Per Year</u>
Electricity (Common Elements)	\$ 400.00
General and Miscellaneous Maintenance	\$ 2,400.00
Common Elements Insurance	\$ 4,000.00
Landscaping Service	\$ 8,766.00
Snow Removal	\$ 3,000.00
Rubbish Removal	\$ 2,000.00
Management Fees	\$ 2,160.00
Office Supplies & Postage	\$ 100.00
Professional Fees	\$ 350.00
Water- Yards	\$ 800.00
Reserves for Replacement of 10% of budget	\$ <u>2,664.00</u>
<b>TOTAL</b>	<b>\$ <u>26,640.00</u></b>
Total Annual Maintenance Fee per Unit	\$ 2,220.00
Monthly Maintenance Fee per Unit Based on 12 Units	\$ 185.00

## Page 2- Projected Budget

1. Each Unit Owner is required to pay his proportionate share of the Condominium Expenses. The percentage of common area ownership of each Unit shall be the fraction of 1 divided by the total number of Units in the Condominium Property
2. The Developer has made all assumptions based upon other condominium developments in the area, which Developer has constructed in the past several years.
3. In addition to the above, each original Purchaser of a Unit will be required to deposit \$250.00 into the Operating Fund of the Association. The Fund may be used by the Association as provided for in the Condominium Declaration and/or By-Laws of the Association.
4. Insurance for the Common Elements is a Common Expense, which provides 100% replacement of property and \$1,000,000 in liability coverage. The amount of insurance was arrived at based on recommended coverage per local insurance agents familiar with the Condominium Development and the community. Each Unit Owner should carry a homeowner's 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	\$100.00/month
Water	Water/Sewer	\$50.00/quarter
Telephone	Basic monthly rate with Centurylink	\$25.00/month

6. In addition to the above, each Unit Owner is required to pay \$495.00 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. 7 CONDOMINIUM**

THIS DECLARATION is made and entered into this 11<sup>th</sup> day of April, 2018, 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 Parcels "A and B" (herein defined) and desires to submit to the provisions of the Act the Condominium Property (herein defined), of which Parcels "A and B" are 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 Parcel R-1 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 Parcel R-1 all easements, rights and appurtenances thereto belonging, and all articles of personal property that may be owned by Declarant and may be located on Parcel R-1 for the common use of the Unit Owners.

## **EXHIBIT 8**

### **"Condominium Declaration"**

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 Parcel R-1 pursuant to the provisions of Article XIX hereof.

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

1.06 "Association" means Legacy Pointe Condominium Association No. 7, Inc., a non-profit corporation to be formed under Chapter 1702 of the Ohio Revised Code, which shall be a unit owners' association as defined in Section 5311.01(DD) of the Act.

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

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

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

1.10 "Club Member" means each owner of a Residence within the Legacy Pointe Development; provided, however, the ownership by the Developer of any unoccupied condominium unit(s), any unoccupied residential dwelling(s), Lot(s) and/or any other block of land located within Legacy Pointe Development shall not require that the Developer become a member of the Club; nor shall the Developer have any right or obligation to become a member of the Club and/or to use the Recreational Facilities owned by the Club unless the Developer should lease or rent such condominium unit(s) and/or residential dwelling(s), in which event Developer shall assume Club membership (as well as association membership) with respect to each such condominium unit or residential dwelling during the period of tenancy. In such event, Developer shall be responsible for payment of Club Dues (as well as association dues) during the period of tenancy.

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

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

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

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

1.15 "Condominium Group Parcel" means each portion of the Land, the Declarant develops 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.

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

1.17 "Condominium Property" means Parcels "A and B" 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 Parcels "A and B", all easements, rights and appurtenances thereunto belonging, and all articles of personal property owned by Declarant or the Association and now or hereafter located on Parcels "A and B" for the common use of the Unit Owners, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Condominium Declaration, the references herein to Condominium Property shall include the Additional Condominium Property.

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

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

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

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

submitted to the provisions of the Act by amending this Condominium Declaration, the reference herein to Drawings shall include the Additional Drawings.

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

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

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

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

1.26 "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.

1.27 "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.

1.28 "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.

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



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

1.31 "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. 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.

1.32 "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.

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

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

1.35 "Parcels 'A and B'" means the land described in Exhibit "A" hereof.

1.36 "Parcel R-1" means that part of the Additional Condominium Property consisting of land described in Exhibit "B" hereof.

1.37 "Plat" means the drawings describing the portion of the Land and the easements encumbering the Land in the Legacy Pointe Subdivisions that have filed in the Lorain County Records; 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.

1.38 "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.

1.39 "Residential Buildings" means that part of the Condominium Property consisting of the single family residential units constructed on Parcels "A and B", 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.

1.40 "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.

1.41 "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.

1.42 "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.

1.43 "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.

1.44 "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.

1.45 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. 7 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.
- (d) No noxious or offensive activity shall be carried on in any Unit or in the Condominium Common Elements, nor shall any other activity be permitted therein which shall endanger the health or unreasonably disturb the quiet of the neighborhood or result in annoyance or nuisance to the Unit Owners or the Occupants of other Units.
- (e) The Condominium Common Elements shall at all times be kept unobstructed and free and clear of all rubbish, debris and other unsightly materials.
- (f) Except as hereinafter provided, no change, alteration, construction, decoration, placement of statuary or yard ornamentation of any kind shall be permitted in the Condominium Common Elements. For a period of seven (7) years following the date of the recording of this Declaration (and for an additional period of seven (7) years if Declarant should exercise its option to extend as provided in Article XIX) Declarant, while it has Units for sale, shall

have the right to alter and modify certain Units by the construction and addition of one or more of the following improvements: sunrooms, screened-in porches, unenclosed patios, decks or similar improvements. Said construction by Declarant shall be authorized by the Board of Directors. All such improvements shall be construed as Limited Common Elements, reserved for the exclusive use of the Unit to which such improvement is made. No free-standing basketball hoops, swing sets, slides, playground equipment, sheds, barns, tents, tree houses or other such structures or devices shall be permitted in the Condominium Common Elements.

- (g) Except as provided for in paragraph (f) above, no change, alteration, construction or re-decoration of any kind shall be permitted to the exterior of any Unit or its appurtenant deck, porch, patio, driveway or walks, including any change of color of the exterior of any Unit. Landscaping within Limited Common Elements shall be done in accordance with Rules set by the Association and, with the exception of lawns, shall be maintained by the Unit Owner or Occupant of that Unit to which the Limited Common Element is appurtenant.
- (h) No natural, artificial or man-made fence or hedge, or natural, artificial or man-made wall (other than any wall which is part of a Unit), trellis, arbor or any similar natural, artificial or man-made means of screening or physically separating one Unit from another shall be permitted.
- (i) Except with respect to identification or directional signs within any identification area or within the Condominium Common Elements, and except with respect to any signs identifying Legacy Pointe No. 7 Condominium, no sign, billboard, window display or other advertising device (except a reasonable sign not larger than six square feet offering the Unit for sale) shall be erected, placed or suffered to remain upon the Condominium Property, except as shall be permitted by the written consent of the Association Board of Directors, or as shall be installed by Declarant in connection with its sale of the Units comprised as part of the Condominium Property.
- (j) The Condominium Common Elements shall be used in conformity with the Rules.
- (k) No Unit Owner or Occupant shall cause or permit anything to be hung or displayed on the outside or inside of the windows or placed on the outside walls of the Units, and no sign, awning, canopy and shutter, other than those of similar appearance as installed by the Developer, shall be affixed to or placed upon the exterior walls or roofs or any part thereof, or on or in the Condominium Common Elements. No outside clothesline or drying shall be permitted on any Unit, in any Condominium Common Element or Limited Common Element. A satellite dish or similar receiver and/or a radio or television antenna shall not be installed unless an Unit Owner first reviews

any Rules prescribed by the Association Board of Directors pertaining to a satellite dish, receiver or antenna; submits a written request for approval to the Association Board of Directors detailing the desired satellite dish, receiver or antenna and its placement on the Condominium Property; and obtains the written approval of the Association Board of Directors for the satellite dish, receiver or antenna; provided however, in all events, an Unit Owner shall not install a satellite dish or receiver that is larger than permissible by law.

- (l) No horses, chickens or other fowl, livestock or other animals of any kind shall be raised, kept, harbored, or permitted upon any part of the Condominium Property, except common household pets (such as domestic birds, dogs and cats) may be kept within any Unit, provided that they are not kept, bred, or raised thereon for commercial purposes. No more than three dogs or cats more than four months old may be kept by any Unit Owner or within any one Unit. Any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property upon three days written notice from the Association.
- (m) Nothing shall be done in any Unit or in, on or to the Condominium Common Elements which will impair the structural integrity or change the appearance of the Residential Buildings.
- (n) Except as provided for in paragraph (f) above, nothing shall be altered, added or constructed in or removed from the Condominium Common Elements except with the prior written consent of the Association Board of Directors.
- (o) The Units shall not be rented by the respective Unit Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than three months, or (ii) any rental if the Occupants of the Units are provided customary hotel service, such as room service for food and beverage, maid service, or the furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of the respective Units shall have the absolute right to lease the same, provided that said lease is made subject to the covenants and restrictions in this Condominium Declaration, the By-Laws and the Rules.
- (p) During the period in which sales of Units by the Declarant or its agents are in progress, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Declarant, one or more Units and such portions of the Condominium Common Elements as Declarant considers necessary, for business or promotional purposes, including clerical activities, sales offices and model Units for display and the like.
- (q) Any unenclosed parking area(s) (being those parking areas other than the parking spaces in the garages) shall only be used for the periodic parking of automobiles and non-commercial trucks and not for the parking of any other.

kind of vehicle 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) 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 sunroom, screened-in porch, 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, Jay C. Marcie, having an address at 1001 Jaycox Road, Avon, Ohio 44011, shall be designated as such Statutory Agent. The name and address of the Statutory Agent (and of each successor) shall be filed with the Ohio Secretary of State on the appropriate forms prescribed therefor.

ARTICLE X  
DUTIES OF ASSOCIATION

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

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

ARTICLE XI  
DUTIES OF UNIT OWNERS

11.01 Each Unit Owner at all times shall:

- (a) Except as set forth in Article X 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) 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. An operating fund will be established by the 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. The operating fund deposit will be credited to such Unit, and shall be non-refundable at sale, transfer or conveyance of such Unit.

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 any

foreclosure action that 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) Subject to the provision of Section 21.02 of this Condominium Declaration, the Declarant reserves unto itself, for the benefit of and use by Declarant, its agents, licensees, servants, tenants, personal representatives, successors and assigns: (i) an easement for ingress and egress over, through and under a Unit when such ingress and egress is necessary for Declarant to perform Declarant's warranty obligations in accordance with Section 21.04 of this Condominium Declaration; (ii) an easement in order periodically to enter upon the Condominium Property, to construct and install, at its sole cost and expense, such storage facilities, enclosed parking areas, unenclosed parking areas

and/or such Recreational Facilities and amenities as Declarant in its discretion shall consider appropriate for the enhancement of the Condominium Property; and (iii) easements in, on, under and/or over the Condominium Property for the benefit of Parcel R-1 and the remainder of Legacy Pointe Development and the owners (including Declarant) of such property, for reasonable access to construct buildings and other improvements on Parcel R-1 and the remainder of Legacy Pointe Development, to install, lay, maintain, repair and replace utility conduits and lines for the purpose of providing all available utility services thereto, and to add to the buildings and other improvements on the Condominium Property and Parcel R-1 as Declarant may determine. Nonexclusive easements in favor of the Declarant are hereby reserved in, on, under and/or over the Condominium Property for the benefit of Parcel R-1 and the remainder of Legacy Pointe Development and the owners (including Declarant) of such property, for ingress and egress of pedestrian and vehicular traffic over all roadways, drive and/or walks located on the Condominium Property, during the construction of said improvements on Parcel R-1 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 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 six (6), 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 Parcels "A and B" 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, nor 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 Donald J. Trump, President of the United States, and Sherrod Brown, 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 11<sup>th</sup> day of April, 2018.

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 11<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
Notary Public

This instrument prepared by:  
Jay C. Marcie  
Marcie & Associates LPA  
1001 Jaycox Road  
Avon, Ohio 44011  
(440) 937-6600

# THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

Stuart W. Sayler, P.E., P.S., Pres.

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

Linda S. Rerko, Sec. & Treas.

4214 Rocky River Drive

Cleveland, Ohio 44135

TELEPHONE: 216-251-3033

EMAIL: reitz@reitzeng.com

March 13<sup>th</sup>, 2018

## Description of Parcel A in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being all of Block "X" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Cuyahoga County Records and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence N. 00d 42' 36" E., along the Easterly line of Avon-Belden Road, a distance of 48.00 feet;

Thence S. 89d 17' 24" E., a distance of 43.32 feet to the principal place of beginning;

Thence N. 34d 17' 24" W., a distance of 14.51 feet;

Thence N. 00d 42' 36" E., a distance of 163.90 feet to the Southerly line of a parcel of land conveyed to David Austin and Ann Austin, by deed recorded in Instrument No. 20150547621 of Lorain County Records;

Thence S. 89d 42' 24" E., along the Southerly line of land so conveyed to David & Ann Austin, a distance of 283.93 feet;

Thence S. 52d 50' 38" E., a distance of 130.29 feet;

Thence S. 00d 43' 05" E., a distance of 124.00 feet to the irregular Northerly line of Signature Parkway;

Thence N. 81d 43' 05" W., along the irregular Northerly line of Signature Parkway, a distance of 6.78 feet to a point of curvature;

Thence Westerly, along the irregular Northerly line of Signature Parkway, a distance of 70.04 feet on the arc of a circle deflecting to the left, whose central angle is 07d 34' 19", whose radius is 530.00 feet and whose chord bears N. 85d 30' 15" W., a distance of 69.99 feet to a point of tangency;

## EXHIBIT A

"Description of Condominium Property"

Thence N. 89d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 65.33 feet;

Thence Northwesterly, along the irregular Northerly curved line of Signature Parkway, a distance of 135.58 feet on the arc of a circle deflecting to the left, whose central angle is 57d 58' 24", whose radius is 134.00 feet and whose chord bears N. 89d 17' 24" W., a distance of 129.87 feet;

Thence N. 89d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 73.14 feet to an angle point therein;

Thence N. 64d 17' 24" W., along the irregular Northerly line of Signature Parkway, a distance of 42.59 feet to the principal place of beginning, and containing 1.6088 acres (70,081 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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

## THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

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

4214 Rocky River Drive  
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033

EMAIL: reitz@reitzeng.com

March 13<sup>th</sup>, 2008

### Description of Parcel B in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and state of Ohio, and known as being part of Block "W" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Lorain County Records, and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence S. 00d 42' 36" W., along the Easterly line of Avon-Belden Road, a distance of 40.00 feet to the irregular Southerly line of Signature Parkway;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 45.00 feet to an angle point therein;

Thence N. 65d 42' 36" E., along the irregular Southerly line of Signature Parkway, a distance of 23.66 feet to an angle point therein;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 23.29 feet to the principal place of beginning;

Thence continuing S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 65.33 feet;

Thence Easterly, along the irregular Southerly curved line of Signature Parkway, a distance of 135.58 feet on the arc of a circle deflecting to the left, whose central angle is 57d 58' 24", whose radius is 134.00 feet and whose chord bears S. 89d 17' 24" E., a distance of 129.87 feet;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 65.33 feet to a point of curvature;

Thence Easterly, along the irregular Southerly curved line of Signature Parkway, a distance of 62.11 feet on the arc of a circle deflecting to the right, whose central angle is 07d 34' 19", whose radius is 470.00 feet and whose chord bears S. 85d 30' 15" E., a distance of 62.07 feet to a point of tangency;

Thence S. 81d 43' 05" E., along the irregular Southerly line of Signature Parkway, a distance of 5.01 feet to the Northwesterly corner of Sublot No. 194 in said Legacy Pointe Subdivision No. 9 Proposed;

Thence S. 08d 16' 55" W., along the Westerly line of said Sublot No. 194, a distance of 130.00 feet to a Northwesterly corner of Sublot No. 175 in the Legacy Pointe Subdivision No. 8, as shown by the recorded plat in Volume 101 of Plats, Pages 78-80 of Lorain County Records;

Thence S. 68d 16' 55" W., along a Westerly line of said Sublot No. 175, a distance of 37.95 feet to an angle point therein;

Thence S. 23d 16' 55" W., along a Westerly line of said Sublot No. 175, a distance of 65.03 feet to the Northeasterly corner of a parcel of land conveyed to Horwedel Properties, LLC, by deed recorded in Instrument No. 20130472056 of Lorain County Records;

Thence N. 25d 17' 24" W., a distance of 176.47 feet;

Thence N. 89d 17' 24" W., a distance of 93.62 feet;

Thence N. 57d 17' 24" W., a distance of 93.49 feet to the principal place of beginning, and containing 0.5869 acres (25,564 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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

## THE HENRY G. REITZ ENGINEERING COMPANY

*Civil Engineers & Surveyors*

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

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March 13<sup>th</sup>, 208

### Description of Remainder Parcel R-1 in Legacy Pointe Condominium No. 7 Ph. 1

Situated in the City of Avon Lake, County of Lorain and state of Ohio, and known as being all of Block "W" in the Legacy Pointe Subdivision No. 9, of part of Original Avon Township Section No. 17, as shown by the recorded plat in Volume 104 of Plats, Pages 28 and 29 of Lorain County Records, and bounded and described as follows:

Beginning at a 5/8" capped (Reitz Eng) iron pin in a monument box found on the centerline of Signature Parkway, at its intersection with the Easterly line of Avon-Belden Road;

Thence S. 00d 42' 36" W., along the Easterly line of Avon-Belden Road, a distance of 40.00 feet to the irregular Southerly line of Signature Parkway;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 45.00 feet to an angle point therein and the principal place of beginning;

Thence N. 65d 42' 36" E., along the irregular Southerly line of Signature Parkway, a distance of 23.66 feet to an angle point therein;

Thence S. 89d 17' 24" E., along the irregular Southerly line of Signature Parkway, a distance of 23.29 feet;

Thence S. 57d 17' 24" E., a distance of 93.49 feet;

Thence S. 89d 17' 24" E., a distance of 93.62 feet;

Thence S. 25d 17' 24" E., a distance of 176.47 feet to the Northeasterly corner of a parcel of land conveyed to Horwedel Properties, LLC, by deed recorded in Instrument No. 20130472056 of Lorain County Records;

Thence N. 89d 43' 30" W., along the Northerly line of land so conveyed to Horwedel Properties, LLC, a distance of 305.00 feet;

Thence N. 00d 42' 36" E., a distance of 186.19;

Thence N. 35d 42' 36" E., a distance of 17.43 feet to the principal place of beginning, and containing 1.0787 acres (46,988 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated March, 2018, be the same more or less, but subject to all legal highways and easements of record.

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



**EXHIBIT C**

SEE BY-LAWS OF THE UNIT OWNERS' ASSOCIATION  
ATTACHED AS EXHIBIT "10" TO 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. 7 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

### LEGACY POINTE NO. 7 CONDOMINIUM

#### TYPES OF UNITS

Unit No.	Address	Model
1	32728 Signature Parkway	Kingsley
2	32726 Signature Parkway	Spyglass
3	32722 Signature Parkway	Cypress
4	32718 Signature Parkway	Kingsley
5	32716 Signature Parkway	Spyglass
6	32712 Signature Parkway	Cypress
7	32698 Signature Parkway	Cypress
8	32696 Signature Parkway	Spyglass
9	32692 Signature Parkway	Kingsley
10	32693 Signature Parkway	Kingsley
11	32695 Signature Parkway	Spyglass
12	32699 Signature Parkway	Cypress

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

Prospective Purchasers will be able to choose from three (3) basic unit types as set forth below.

**Cypress** – 2051 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, dinette, den, two and one-half baths, kitchen, laundry room and foyer. Optional sunroom, deck, and patio are available on certain units.

**Kingsley** – 1956 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, dinette, den, loft, two and one-half baths, kitchen, laundry room and foyer. Optional sunroom deck and patio are available on certain units.

**Spyglass** – 2377 square feet

This unit is a two story structure with a masonry and wood frame structure with vinyl siding, an asphalt/fiberglass composition roof, two car attached garage, three bedrooms, great room, formal dining room, den, loft, sitting room, two and one-half baths, kitchen,

laundry room and foyer. Optional sunroom, deck, and patio are available on certain units.

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

## **EXHIBIT F**

### **"GENERAL PROVISIONS"**

Parcels A and B are currently subject to the following matters: (i) Mortgage from Legacy Pointe, Ltd to Dollar Bank F.S.B., recorded on April 1, 2014, as Lorain County Recorder's Document No. 2014-0499895, amended in Document No. 2014-00508737, amended in Document No. 2016-0576610 and amended in Document No. 2016-0606305 of the Lorain County Recorder (ii) Mortgage from Legacy Pointe, Ltd to Dollar Bank F.S.B., recorded on June 25, 2015, as Lorain County Recorder's Document No. 2015-0549629, and (iii) Mortgage from Legacy Pointe Ltd to Dollar Bank F.S.B., recorded on October 7, 2016, as Lorain County Recorders' Document No. 2016-0603796. As title to each Unit in the Condominium Property is transferred to a Purchaser, said Mortgages, as to that Unit, will be discharged. Parcels A and B are also currently subject to sidewalk and utility easement shown on the Plat.

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 Parcels A and B 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.



