



SOUTH PORT

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SUMMARY DISCLOSURE STATEMENT

NOVEMBER 1, 2020

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I. INTRODUCTION:

This Summary Disclosure Statement has been prepared by South Port Development, LLC, an Ohio limited liability company, the Developer of a residential subdivision known as "South Port," located in the City of Avon Lake, Lorain County, Ohio. This Summary Disclosure Statement consists of this document and the Exhibits attached hereto and incorporated herein. This Summary Disclosure Statement, including the Exhibits, generally describes to prospective purchasers of South Port Lots the features affecting South Port. However, any inconsistency between the general information contained in this Summary Disclosure Statement and the terms and provisions set forth in the Exhibits shall be resolved in favor of the specific applicable Exhibit.

II. EXHIBITS:

The following are Exhibits to this Summary Disclosure Statement:

- A. Exhibit 1: Declaration of Restrictions, Reservations and Covenants for South Port (hereinafter referred to as the "Declaration").
- B. Exhibit 2: The Articles of Incorporation of the South Port Homeowners' Association, Inc., (hereinafter referred to as the "Association").
- C. Exhibit 3: The By-Laws of South Port Homeowners' Association, Inc.
- D. Exhibit 4: A reduced size Plat labeled South Port which shows the general location of the South Port Lots and Common Element blocks.
- E. Exhibit 5: A proposed budget for South Port Homeowners' Association, Inc.
- F. Exhibit 6: Deck Criteria for South Port Residences.
- G. Exhibit 7: Fence Guidelines for South Port Lots.
- H. Exhibit 8: Easement and Maintenance Agreements

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

III. DEVELOPER INFORMATION:

The Developer and entity offering the Lots for sale is South Port Development, LLC, an Ohio limited liability company. The place of business of South Port Development, LLC, is 420 Avon Belden Road, Avon Lake, Ohio 44012. The telephone number is (440) 933-6908. The property manager for South Port Homes is VIP Property Management Company, whose address is 420 Avon Belden Road, Avon Lake, Ohio, and whose telephone number is (440) 933-7151.

IV. SOUTH PORT:

The South Port is located in an area to the south of Walker Road and east of Lear Road in Avon Lake, Ohio. The first phase of South Port will consist of thirty-three (33) Lots. At present, it is contemplated that South Port, when completed, will consist of eighty-two (82) residential Lots. However, more than eighty-two (82) Lots may be included in South Port on adjacent land provided that the applicable laws of the City of Avon Lake are complied with. Certain delineated portions of the Land will be designed as Common Elements.

V. THE DECLARATION:

The Declaration sets forth detailed covenants and restrictions which affect South Port and each Lot and Residence. These restrictions include, by way of example, and not by way of limitation, restrictions and limitations on the use of the Lots and the Residences constructed thereon, the design and construction of the Residences, the landscaping, the exterior color of the Residences, the use of Residences for commercial, business or religious purposes, required maintenance obligations of the Owners, the number and type of pets allowed upon or within any Lot or Residence, and various other limitations, restrictions and requirements, all of which are set forth, in detail, in the Declaration and all of which have been established to maintain or enhance the value of properties within South Port. The Association and, in certain instances, the Owners, have the right to enforce the terms and conditions of the Declaration.

VI. THE SOUTH PORT HOMEOWNERS' ASSOCIATION, INC.:

The Developer has established the South Homeowners' Association, Inc. (the "Association") as an Ohio not for profit corporation, to provide an entity responsible for the operation and administration of South Port and its Common Elements. The members of the Association shall constitute all the record owners of South Port Lots.

Initially the Developer will control the Association and will have the right to designate all of the members of the Board of Directors and officers, until all Lots have been transferred to Owners or such earlier date, at the election of the Developer. During the Control Period, the Developer will have the right to control the Association by designating its directors and officers.

The Association will be responsible for administering and enforcing the terms and conditions of the Declaration. This means, among other things, that the Association will be responsible for administering, operating, and maintaining all of the Common Elements and other areas as described in the Declaration.

An operating fund will be established by the Association. The original purchaser of a Lot from the Developer shall be required to deposit with the Association the sum of \$150.00 for the operating fund. In addition, each Lot Owner (other than Developer) will be required to pay the Association \$150.00 upon each subsequent sale or transfer of a Lot by the Owner (other than the Developer) to any other person or entity. Annual and Special Assessments may also be assessed against the Lot Owners by the Board of Directors.

Except for the Developer, each Owner of a Lot is automatically required to pay all Assessments imposed by the Board of Directors. The amount of such Assessments, if any, shall be determined by the Board of Directors, based upon the estimated operating expenses of the Association. Until such time as sixty-one (61) Lots within South Port have been sold and transferred by the Developer, the Developer agrees to be responsible for the payment of the difference, if any, between the operating expenses of the Association and the amount of Assessments and deposits paid by the Lot Owners therefor. Thereafter, the Developer shall have no responsibility for such payment (or any other payment).

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

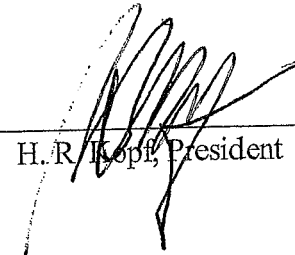
Each prospective purchaser should understand that, by acquiring a Lot, the purchaser will assume and be required to pay Assessments. Other than the Developer, no Owner of a Lot shall have any right to be exempted or excused from the payment of Assessments.

IX. CONCLUSION:

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

Dated: November 24, 2020

SOUTH PORT DEVELOPMENT LLC
BY KOPF CONSTRUCTION
CORPORATION, Its Manager

By: 
H. R. Kopf, President

SOUTH PORT

**DECLARATION OF
RESTRICTIONS, RESERVATIONS, AND
COVENANTS**

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**SOUTH PORT
DECLARATION OF
RESTRICTIONS, RESERVATIONS, AND COVENANTS**

This Declaration of Restrictions, Reservations and Covenants ("Declaration") made this ____ day of November, 2020, by South Port Development, LLC ("Developer" or "Declarant").

WITNESSETH

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

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

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

**ARTICLE I
DEFINITIONS**

1.1 **ASSOCIATION.** The term "Association" shall mean South Port Homeowners' Association, Inc., an Ohio corporation not for profit to be organized by Declarant for the purpose of the administration and enforcement of this Declaration, as hereinafter set forth.

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

(a) Any cost incurred in maintaining, repairing, operating, and caring for the Common Elements;

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

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

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

(e) Any management fees or charges;

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

(g) Any cost of any service desired by, or required of the Association which is not provided by a municipality without charge to the Owners or the Association; and

1.3 BOARD OF DIRECTORS. The term "Board of Directors" shall mean the Board of Directors of the Association.

1.4 BY-LAWS. The term "By-Laws" means the By-Laws of the Association attached hereto as Exhibit B and made part hereof.

1.5 COMMON ELEMENTS. The term "Common Elements" shall mean and include that part of the Land within South Port from time to time made available for the general benefit of South Port. Without limiting the generality of the foregoing, the term "Common Elements" shall include Block "A" and any or all associated appurtenances or physical features and improvements. Developer may, from time to time, designate additional portions of the adjacent Land as being a part of the "Common Elements". All Common Elements will be deeded by Developer to the Association promptly following recordation of this Declaration.

1.6 CONTROL PERIOD. The term "Control Period" shall mean the period commencing on the date hereof and ending at the time at which all of the Lots have been transferred to Owners, including Lots/Residences on additional real estate which Developer may, from time to time, elect to add to South Port, as provided in this Declaration.

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

1.8 DECLARANT/DEVELOPER. The term "Declarant/Developer" means South Port Development, LLC or its successors, assigns, or designated representatives.

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

1.10 DIRECTOR. The term "Director" shall mean a member of the Board of Directors.

1.11 HUB. The term "Hub" shall mean the island hub within any cul-de-sac of any road or drive within South Port.

1.12 ISLAND AREA. The term "Island Area" shall mean the non-paved area within any entryway, road or drive with South Port that is otherwise surrounded by pavement and is not a Hub.

1.13 LAND. The term "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. Initially, the Land shall consist of the real estate described in Exhibit A. Developer shall have the right, during the Control Period, to amend this Declaration for the purpose of adding additional real estate to the Land and/or for the purpose of withdrawing real estate from the Land and thereby subject such additional real estate or withdraw such withdrawn real estate from the operation of this Declaration.

1.14 LOT. The term "Lot" shall mean any plot of the Land shown upon any recorded Plat (as hereinafter defined) except that the term "Lot" shall not include any "Block" reflected on a recorded Plat, such as, by way of example and not by way of limitation, Block "A". Developer reserves the right to amend this Declaration to change any of the references to particular Lot numbers contained herein in order to make this Declaration consistent with any revised or amended Plat and/or any revised numbering of Lots on any revised or amended Plat.

1.15 NATURAL AREAS. The term "Natural Areas" shall mean that portion of the South Port Common Elements that have been designated by the Declarant as natural areas to be owned by the Association and to be restricted against all building, development, or any other use by the Association. The use and maintenance of the Natural Areas shall be subject to the provision and restrictions of this Declaration.

1.16 OCCUPANT. The term "Occupant" means the natural person or persons in possession of a Residence.

1.17 OFFICIAL APPROVAL. The term "Official Approval" shall mean (a) the written approval of Developer, or (b) after the Control Period, the written approval of at least a majority of the Board of Directors.

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

1.19 PLAT. The term "Plat" shall mean the drawing describing the portion of the Land and the easements encumbering the Land and appurtenant to the Land identified as South Port, recorded in Volume 108, Pages 88-90 of the Lorain County Records; provided however, in the event that any additional real estate is added to South Port by Developer, then the term "Plat" shall include such revised or additional plat(s) as are recorded with any revisions or changes, as the same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

1.20 RESIDENCES. The term "Residences" shall mean the single-family dwelling from time to time constructed upon any Lot. Although Developer presently contemplates that no more than eighty-two (82) Residences will comprise South Port when it is fully developed, more than eighty-two (82) Residences may be included in South Port on adjacent land provided that the applicable laws of the City of Avon Lake are complied with.

1.21 SOUTH PORT. The term "South Port" shall mean the Land and all improvements thereon and appurtenances thereto.

ARTICLE II PURPOSE AND RESTRICTIONS AFFECTING THE PROPERTY

2.1 ALCOHOLIC BEVERAGES. No spirituous, vinous and/or fermented liquor shall be manufactured (except so-called "home manufacture" for on-premises consumption by the Owner) or sold, either at whole sale or retail, upon any part of South Port, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of South Port.

2.2 ANIMALS. No horses, chickens or other fowl, livestock or other animals of any kind shall be raised, kept, harbored, or permitted upon any part of South Port, except that common household pets (such as domestic birds, dogs and cats) may be kept within any Residence or Lot, provided that they are not kept, bred, or raised thereon for commercial purposes. No more than three (3) dogs or cats more than four (4) months old may be kept by any Owner or within any one (1) Residence.

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

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

2.5 BOATS, CAMPERS, MOBILE HOMES, TRAILERS, COMMERCIAL TRUCKS RECREATIONAL VEHICLES, AND AUTOMOBILES. No boats, campers, mobile homes, trailers, commercial trucks, recreational vehicles or the like shall be parked or stored between the hours of 1:00 a.m. and 8:00 a.m. on (i) any street or driveway within South Port, (ii) outside of any Residence, or (iii) the roadways in South Port. The foregoing parking and storage restrictions shall not apply to the parking or storage of construction vehicles and equipment reasonably necessary to construct any Residence or other improvement in or to South Port. No Automobile shall be parked or stored by an Occupant between the hours of 1:00 a.m. and 8:00 a.m. on a roadway in South Port and the parking areas thereon without Official Approval. The foregoing parking and storage restrictions shall not apply to the parking or storage of construction vehicles and equipment reasonably necessary to construct any Residence or other improvement in or to South Port.

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

2.7 COLOR. Developer shall approve the color for the exterior of each Residence on a Lot. No Owner may change the color of the exterior of a building or Residence without Official Approval, which Official Approval may not be unreasonably withheld.

2.8 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. With the exception of the business of the Declarant in developing, constructing and selling the Lots and Residences, no industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, whether or not designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot; provided, however, an Owner may incidentally use an immaterial portion of such Owner's Residence for such Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Owner, that such use does not result in any Residence becoming principally an office, school or studio as distinct from a Residence, that such use is not advertised, listed or otherwise held out to be a business office to the general public and that there is no indicia visible from the exterior of the Residence which could indicate that the same is being utilized other than as a Residence. However, in no event, shall a day care center be operated from any Residence.

2.9 FENCES, HEDGES AND TREES. Except: as provided in this Section 2.9, no natural, artificial or manmade fence or hedge, or natural, artificial or manmade wall (other than a wall which is part of the Residence), trellis, arbor or any similar natural, artificial or manmade means of screening or physically separating one Lot from another shall be Permitted without Official Approval. Notwithstanding the foregoing, upon receiving Official Approval, the Owner of a Lot shall be permitted to screen with living trees or shrubs, to the extent necessary for reasonable privacy, any permanently installed in-ground swimming pool and any patio or deck that is attached to a Residence. Nothing in this section shall prevent an Owner from planting evergreen trees (such as spruces, hemlocks, pines, firs, and other similar evergreen trees) to provide a physical or visual block between Lots. In no event, however, shall any fence be erected or located within the area of any front, side, or rear yard or in any location which would be in violation of the City of Avon Lake Zoning or Building Code.

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

As used in this Article, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings,

grass clippings, waste paper and paper products, and other combustible materials or substances no longer in use, or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or, if unused, those discarded or abandoned.

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

2.11 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS.

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

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

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

(d) No above-ground pools having a diameter in excess of eight (8) feet shall be permitted on any Lot. No swimming pool of any kind, or any deck, patio, walkway, or fence surrounding or adjacent to such pool, may be located within ten (10) feet of any Lot line. No pool of any type shall be allowed on any Lot, without Official Approval. Any swimming pool permitted pursuant to this paragraph may be located only in the rear yard of a Lot. All apparatus relating to an in-ground swimming pool, such as pumps, filters or other machinery must be housed in the Residence or in a building or structure attached to the Residence. Prior to the installation of any in-ground pool the Owner of the Lot on which a pool is to be constructed shall obtain Official Approval for the size, shape, location and landscaping of the pool and of any fence to be used or constructed in conjunction with such pool. Any Owner who does not obtain prior Official Approval, or having obtained Official Approval, fails to construct or maintain the improvements in accord with the approved plan, shall, at the Owner's sole cost and expense, remove the pool and all related improvements, install and maintain the improvements in accord with the plans that received Official Approval, or make such revisions or install such additional structures, fencing and landscaping as the Board of Directors or Developer directs.

(e) No playground equipment shall be installed on any Lot without Official Approval. Playground equipment, shall include but not be limited to, playsets, swing sets, trampolines, and basketball hoops. Approved playground equipment, except basketball hoops, shall only be allowed in the rear yard of a Lot. Approved playground equipment must be located at least ten (10) feet inside of a Lot's property line. The primary components and structural framework of all approved playsets and swing sets shall be constructed of wood or other materials which have been manufactured to have an appearance similar to the appearance of wood. All approved playsets and swing sets shall be stained or painted in subdued natural colors. No bright colored materials of any type shall be permitted. All approved playground equipment, except basketball hoops, shall be screened with evergreen trees, shrubs, bushes, landscaping, and other plantings which substantially screen them from the view of those individuals who use or reside on the adjoining and surrounding property. It is the intent of this section that any approved playground equipment placed upon any Lot shall have an esthetically pleasing appearance, and shall, to the extent possible, blend with the surrounding landscaping and structures. All approved playground equipment shall be maintained in superior condition at all times.

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

2.13 GRADES. Declarant, during the Control Period, and thereafter the Board of Directors, shall have the exclusive right to establish grades and slopes on the Lots and to fix the grade at which any building or structure hereafter shall be erected or placed upon any part

a Lot so that the same may conform to a general plan so that the same correspond to the grade of the portion of the land on either side, having due regard for the natural contours and drainage of that portion of the land.

2.14 MAILBOXES/DELIVERY BOXES. Except as otherwise required by the United States Postal Service or any successor agency, no mailbox shall be erected or placed on any Lot. Except as otherwise required by the United States Postal Service or any successor agency, no gang mailbox erected by Developer shall be altered without Official Approval. No delivery box (whether for newspapers or otherwise) shall be erected or placed on any Lot without Official Approval. Any mailbox erected or placed upon any Lot without Official Approval may be removed by the Developer or the Association at the Owner's cost.

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

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

2.17 OCCUPANCY RESTRICTION. No person classified as a Sexual Predator, Habitual Sex Offender, Tier II sex offender, or Tier III sex offender and who has a duty to register pursuant to the provisions of Ohio Revised Code §2950.01 et seq. may occupy, reside in, or own a Residence on a Lot. In the event Ohio Revised Code §2950.01 et seq. is amended, in whole or in part, or replaced by a subsequent sex offender statute with new or differing classifications of sex offenders, no person who is classified as a sexual offender with a classification equivalent to the Tier II or Tier III sex offender classifications set forth in Ohio Revised Code 2950.01 et seq. and has a duty to register under the amended or subsequent sex offender statute may occupy, reside in, or own a Residence on a Lot. Any violation of this Occupancy Restriction shall result in an enforcement assessment against the offending Lot of \$250.00 per calendar day for each day of violation. The Association and the Board of Directors and Officers shall not be liable for any failure to enforce the provisions of this restriction.

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

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

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

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

2.22 RESTRICTIONS ON REMOVAL OF NATURAL VEGETATION. No Owner shall destroy or remove any natural vegetation which currently exists in any Common Element Common Element by the Developer, or the Association, including, but not limited to, grasses, ground cover, flowers, plants, shrubs, vines, and trees which are now in existence or hereafter grow in any Common Element, nor shall any Owner change the grade or contours of any portion of a Common Element, except as hereafter set forth. To the extent possible the portions of any Common Elements hereafter designated as a Natural Area by the Declarant, the Developer, or the Association shall be left forever wild with naturally occurring vegetation, with the least amount of interference as is possible. However, the Developer or the Association may remove existing vegetation, shrubs, plants, or trees, if such action is necessary for the safety of the Owners, or their families, guests, and invitees.

2.23 RESTRICTIONS ON THE USE OF THE COMMON ELEMENTS. No Owner shall construct, build, place or erect any structure, building, or improvement of any kind under, over or upon any area designated as part of a Common Element and/or Natural Area. In addition thereto, no individual Owner shall plant any hedges, shrubs, trees, plants, flowers, or other vegetation within said area. Neither the Association, nor any Owner shall in any way obstruct, interfere with, or impair the use of Common Element or Natural Area in violation of the restrictions of any governmental agency or governing body. Any Owner who has violated this provision may, upon the written request of the Developer, the Association, the City of Avon Lake or other governmental agency, be required to remove such obstruction, interference or impairment at the responsible Owner's sole cost and expense.

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

2.25 VEHICLES IN COMMON ELEMENTS. There shall be no driving or riding of any motor vehicles within any Common Elements except for normal landscaping or maintenance purposes. Without limiting the generality of the foregoing, specifically prohibited within any Common Elements are motor vehicles such as motorcycles, motorbikes, minibikes, trailbikes, mopeds, all-terrain vehicles, and snowmobiles.

ARTICLE III UTILITIES, MAINTENANCE AND ACCESS EASEMENTS

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

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

3.3 UTILITIES. Developer reserves to itself, during the Control Period, the sole and exclusive right to grant to gas companies, electric companies, telephone companies, cable television companies, water and sewer companies or authorities and/or other public or private utilities, governmental authorities, other Owners and to any other person or entity, any consents, rights, licenses, easements and rights-of-way for the installation, extension, construction, maintenance, repair, replacement, operation and removal of utility facilities, including electric, light, cable television, telephone and telegraph poles, lines and conduits, gas, water and sewer lines, mains and connections, in, upon and through any portion of the Land, including, but not limited to, the public roads (subject to obtaining any necessary approval of the City of Avon Lake) which Developer may deem necessary or desirable. Developer also reserves to itself, during the Control Period, the sole and exclusive right to

modify any of such consents, rights, licenses, easements and rights-of-way, including the relocation of any thereof; provided, however, such relocation shall not unreasonably interfere with existing utility connections to the Residences. Each Owner does hereby consent to, affirm, and constitute Developer as such Owner's attorney-in-fact to grant and modify such consents, rights, licenses, easements, and rights-of-way during the Control Period. After the Control Period, the right to grant and modify such consents, rights, licenses, easements, and rights-of-way are hereby automatically assigned to the Board of Directors. If the Board of Directors shall cease to exist, then the right to grant and modify such consents, rights, licenses, easements, and rights-of-way shall be automatically vested in the City of Avon Lake, Ohio.

3.4 GABLE DITCH. The portion of the Gable Ditch that is located in the Common Elements will be subject to an Easement and Maintenance Agreement.

ARTICLE IV TREE LAWNS, MOUNDS, ISLAND AREAS AND HUBS

4.1 CARE OF TREE LAWNS AND MOUNDS. Except as hereinafter provided, each Owner of a Lot shall be responsible for all maintenance and care of the tree lawn abutting such Owner's Lot. The Association shall be responsible for all maintenance and care of the tree lawns abutting Walker Road and the mounds on Lots 1 and 32 which are contained in the Landscape Easement areas depicted on Exhibit C.

4.2 HUBS AND ISLAND AREAS. The Association shall have the responsibility for maintaining and caring for the Island Areas and the Hubs.

ARTICLE V COMMON ELEMENTS

The Association shall have the perpetual responsibility for maintaining, repairing, operating, and caring for the Common Elements.

ARTICLE VI ASSOCIATION

6.1 FORMATION OF THE ASSOCIATION. Declarant shall cause to be formed an Ohio not for profit corporation to be known as South Port Homeowners' Association, Inc. to provide for the administration of this Declaration and the enforcement of the Covenants and Restrictions contained in this Declaration. Each Owner, upon acquisition of the record title to a Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, at which time the new Owner of such Lot shall automatically become a member of the Association. Except as hereinafter provided, each member shall be entitled to one (1) vote

for each Lot in which such Owner holds the fee simple title, so that there shall be one (1) vote for each Lot.

6.2 BOARD OF DIRECTORS. The Board of Directors shall initially consist of three (3) persons. Until (i) the end of the Control Period or (ii) such earlier date, at the election of Declarant, Declarant shall have the right to designate all members of the Board of Directors. Thereafter, the Owners shall have the right to elect all members of the Board of Directors. The Board of Directors to be elected by the Owners shall be elected by majority vote of the Owners. Each member of the Board of Directors (other than a member of the Board of Directors designated by Declarant) shall be either an Owner, a spouse of an Owner, or if an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of such Owner. Except as otherwise specifically provided in this Declaration, all decisions to be made by Association shall be made by the Board of Directors. Subject to the rights of Developer during the Control Period, the Board of Directors shall exercise the powers, discharge the duties and be vested with the rights conferred upon them by the operation of law and by the terms of this Declaration; provided, however, that in the event any such power, duty or right shall be exercisable by or be vested in an officer or member of the Board of Directors solely in such person's capacity as such officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate such person's acts and to carry out the purpose of the terms and provisions of this Declaration. Except as otherwise specifically provided in this Declaration, all decisions by the Board of Directors shall be made by a majority of the Board of Directors.

6.3 ADMINISTRATION BY ASSOCIATION. Subject to the rights retained by Developer pursuant to this Declaration, the administration, maintenance, repair, operation, and management of each Common Element, and the administration and enforcement of the Covenants and Restrictions contained in this Declaration shall be by the Association, in accordance with the terms and provisions of this Declaration.

ARTICLE VII COMMON EXPENSES AND ASSESSMENTS

7.1 COMMON EXPENSES. All costs the Association incurs in the administration, governance, and maintenance of South Port as provided in this Declaration are common expenses and further, all costs of the administration, operation, maintenance, repair, and replacement of the Common Elements are common expenses. The common expense liability shall be allocated equally among all the Lots. The Board of Directors shall assess the common expense liability for each Lot at least annually, based on a budget the Board of Directors adopts at least annually. The Board of Directors shall charge interest on any past due assessment or installment at the rate the Board of Directors establishes, not to exceed any maximum rate permitted by law.

7.2 INDIVIDUAL LOT ASSESSMENTS.

(a) The Association may assess an individual Lot for any of the following:

(i) Costs of maintenance, repair, operation, or replacement of the Common Elements incurred due to the willful or negligent act of an Owner or Occupant of a Lot or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(ii) Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(iii) Costs or charges the Declaration or Bylaws permit.

(b) The Association shall credit any amount it receives from an Owner pursuant to this section in the following order: to interest owed to the Association, to administrative late fees or enforcement assessments owed to the Association; to collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and to the oldest principal amounts the Owner owes to the Association for the common expenses chargeable against the Lot.

(c) Prior to imposing a charge for damages or an enforcement assessment pursuant to this section, the Board of Directors shall give the Owner a written notice that includes all of the following:

(i) A description of the property damage or violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing;
and

(v) A reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

(d) To request a hearing, the Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice this division requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board of Directors immediately may impose a charge for damages or an enforcement assessment pursuant to this section. If an Owner requests a hearing, at least seven days prior

to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing.

(e) The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

(f) Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner.

(g) Any written notice that this section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

7.3 INITIAL CONTRIBUTIONS TO THE ASSOCIATION. Each Owner who purchases a Lot directly from Developer shall contribute to the Association, at the time of such purchase, the sum of one hundred and fifty dollars (\$150.00) per Lot purchased by such Owner, which sum shall be non-refundable and may be used by the Association to fund the Association's operating reserve or for any purpose permitted by this Declaration.

7.4 CONTRIBUTIONS TO THE ASSOCIATION UPON RESALE. Each Owner who purchases a Lot from any person or entity other than the Developer shall contribute to the Association, at the time of such purchase, the sum of one hundred and fifty dollars (\$150.00) per Lot purchased by such Owner, which sum shall be non-refundable and may be used by the Association to fund the Association's operating reserve or for any purpose permitted by this Declaration.

7.5 ABANDONMENT. No Owner shall be exempt from liability for such Owner's share of the Association assessments by the abandonment of the Owner's Lot.

7.6 LIEN OF ASSOCIATION. The Association has a lien upon the estate or interest in any Lot for the payment of any assessment or charge levied in accordance with section 5312.11 of the Ohio Revised Code, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable.

All of the following apply to a lien charged against a property pursuant to this section:

(a) The lien is effective on the date that a certificate of lien is filed for record in the office of the Lorain County Recorder, pursuant to authorization by the Board of Directors of the Association. The certificate shall contain a description of the Lot, the name of the record Owner of the Lot, and the amount of the unpaid assessment or charge. It shall be subscribed to by the president of the Board of Directors or other designated representative of the Association.

(b) The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this section.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

(e) An owner may commence an action for the discharge of the lien in the Court of Common Pleas of Lorain County if the Owner believes that the liability for the unpaid assessment or charge for which the Association filed a certificate of lien was improperly charged. In the action, if it is finally determined that the unpaid amount of the assessment or charge was improperly charged to the Owner or the Lot, the court shall enter an order that it determines to be just, which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the Owner.

7.7 FORECLOSURE ACTIONS. In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any 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 Lot during the foreclosure action.

7.8 NON-LIABILITY FOR PAST DUE ASSESSMENTS. If the holder of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of such assessments shall be deemed to be an Association Expense collectible from all Owners, including that of such acquirer, its successors and assigns.

7.9 LIABILITY UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the

grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors setting forth the applicable amount of all unpaid assessments levied with respect to the Lot, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid applicable assessments in excess of the amount set forth in such statements for the period reflected in such statements. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

7.10 RIGHTS OF FIRST MORTGAGEES. Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment by the Owner of a Lot which is encumbered by the mortgage held by the mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than ninety (90) days delinquent in the payment of applicable assessments.

7.11 OBLIGATION OF DEVELOPER. The Developer shall not have any obligation to pay any assessments with respect to Lots or Residences owned by the Developer.

ARTICLE VIII ENFORCEMENT

Each Owner, tenant and Occupant of a Residence and/or Lot shall comply with the terms and provisions of this Declaration, the Bylaws of the Association and all other reasonable rules and regulations of the Association and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations, or decisions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief. However, the failure, refusal or neglect of Developer or the Association to enforce the provisions of this Declaration and to prevent any violation or breach thereof shall in no manner and to no extent whatsoever make Developer or the Association liable therefor. Developer and the Association may exercise the right of enforcement hereunder independently and severally.

ARTICLE IX DECLARANT'S NONCOMPLIANCE AND CONSTRUCTION OF RESIDENCES

During the course of developing, improving and constructing South Port and the Residences and other improvements within South Port, Declarant and those persons and entities designated by Declarant or acting at Declarant's direction shall have the right not to conform to the provisions of this Declaration; such nonconformity to include, but not be limited to: (a) the construction and maintenance of models of Residences; (b) sales and leasing activities; (c) construction activities; (d) the posting of signs advertising Lots and

Residences for sale or lease; and (e) the temporary establishment of workhouses, sheds, trailers and other facilities for temporary housing of construction and sales activity. Such nonconformity by Declarant and those designated by Declarant or acting at Declarant's direction shall not be deemed to be a violation or breach of this Declaration and shall not operate in any manner whatsoever to relieve the Owners other than Declarant, or the person or entity designated by Declarant or acting at Declarant's direction, from the strict observance of the terms of this Declaration.

ARTICLE X OBLIGATIONS OF OWNERS

10.1 REPAIR OBLIGATIONS. If any portion of the Common Elements is damaged or destroyed as a result of any negligent or willful act or as a result of neglect of an Owner, or such Owner's guests, tenants or grantees, then the Association shall repair, at such Owner's cost and expense, all such items for which the Association is responsible to maintain.

10.2 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS. Each Owner shall maintain and keep in good condition and repair, at such Owner's cost and expense, the entire exterior of such Owner's Residence, and cause the same to be repainted periodically in the color permitted under the terms of this Declaration and/or resurfaced and/or otherwise maintained in a first-class high quality manner.

10.3 ASSESSMENT. If an Owner shall fail to perform or observe the Owner's obligations under this Article IX, then the Association shall have the right to perform the same and charge the entire cost and expense thereof to the Owner as an individual lot assessment pursuant to Article VII Section 7.2.

ARTICLE XI INSURANCE

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

11.2 MAINTENANCE OF LIABILITY INSURANCE. The Association as an expense of the Association itself, the Board of Directors, Declarant, all Owners and other persons residing with them in the Residences on the Lots, their tenants, and all persons lawfully in possession or control of the Lots against liability for bodily or personal injury or death and for injury to or destruction of property occurring upon, in or about or arising from

each Common Element; such insurance to afford aggregate protection with combined limits of not less than Two Million Dollars (\$2,000,000.00) with respect to bodily or personal injury or death suffered by one or more persons and damage to or destruction of property arising out of any one incident.

11.3 OTHER INSURANCE. The Association, at the discretion of the Board of Directors, shall have the right to maintain such property or extended coverage insurance insuring the Association's property and Common Elements in such amounts, against such perils, for such time periods and under such circumstances as the Board of Directors determines is appropriate and in the best interest of South Port.

11.4 RESIDENCE INSURANCE. The Association shall not have any responsibility or liability to obtain or maintain any type of insurance upon any Residence and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot upon which the Residence is situated.

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

ARTICLE XII REAL ESTATE TAXES AND ASSESSMENTS

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

ARTICLE XIII MISCELLANEOUS

13.1. ACCEPTANCE OF DEED. Each grantee of any interest in any part of the Land or any improvement thereon, a Lot or Residence, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted reserved or permitted by the terms of this Declaration, and all conditions, restrictions

and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

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

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

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

(c) At any time, this Declaration may be amended by Developer for any of the purposes set forth in Sections 1.5, 1.13, 1.14, and 1.19 hereof.

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

(e) After the Control Period, this Declaration may be amended by an instrument in writing signed by Owners owning at least seventy-five percent (75%) of the Lots, except that in no event may any amendment impose any additional duties, obligations or liabilities upon Developer or limit, restrict or eliminate any rights of Developer without the written consent of Developer.

(f) A vote to terminate the applicability of the Declaration and to dissolve South Port requires the unanimous consent of Owners.

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

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

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

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

13.5 SEVERABILITY. The invalidity of any term, covenant, restriction, condition, obligation, or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the rest of the Covenants and Restrictions.

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

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

13.8 LIMITATION OF LIABILITY. Each Owner covenants and agrees that no shareholder, director, or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the performance or observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer arising out of any claim or breach by Developer of any term, covenant, restriction, condition, or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interests in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

13.9 NON-LIABILITY OF DEVELOPER. Neither Developer nor its directors, officers, shareholders/members, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action

performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Owner, Occupant of a Residence, the Association or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of (a) any part of South Port being or becoming out of repair, or containing any patent or latent defects; (b) by reason of any act or neglect of any Owner, any Occupant of a Residence, the Association, their respective agents, employees, guests, and invitees; (c) by reason of any neighboring property or personal property located on or about South Port; or (d) by reason of the maintenance or interruption of any utility service.

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

13.11 RULE AGAINST PERPETUITIES. If any of the Covenants and Restrictions established hereby and/or contained in the By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Donald J. Trump, President of the United States, and Mike DeWine, Governor of the State of Ohio.

13.12 SUBORDINATION TO LAW. The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

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

The Developer has executed this instrument at the time and place hereinabove set forth.

SOUTH PORT DEVELOPMENT, LLC
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 South Port Development, LLC, and 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 of him personally and as such officer. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Avon Lake, Ohio, this ____ day of November, 2020.

Notary Public
My commission expires: _____

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

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

Civil Engineers & Surveyors

4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033

EMAIL: reitz@reitzeng.com

October 8th, 2019

Description of the South Port Subdivision No. 1 Proposed

Situated in the City of Avon Lake, County of Lorain, and State of Ohio, and known as being part of Original Avon Township Section No. 29, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box found on the centerline of Lear Road, at its intersection with the centerline of Walker Road;

Thence N. 89d 28' 00" E., along the centerline of Walker Road, a distance of 1319.50 feet to the principal place of beginning;

Thence continuing N. 89d 28' 00" E., along the centerline of Walker Road, a distance of 525.00 feet;

Thence S. 00d 23' 47" E., a distance of 1155.97 feet;

Thence S. 89d 36' 13" W., a distance of 320.00 feet;

Thence S. 00d 23' 47" E., a distance of 129.83 feet;

Thence S. 89d 36' 13" W., a distance of 150.00 feet;

Thence S. 00d 23' 47" E., a distance of 13.50 feet;

Thence S. 89d 36' 13" W., a distance of 230.00 feet;

Thence N. 00d 23' 47" W., a distance of 1082.63 feet;

Thence N. 89d 28' 00" E., a distance of 175.00 feet;

Thence N. 00d 23' 47" W., a distance of 215.00 feet to the principal place of beginning, and containing 18.9029 acres, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on an assumed meridian and are used to denote angles only.

EXHIBIT A



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/04/2020	202030901708	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

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

MARCIE & ASSOCIATES LPA
1001 JAYCOX ROAD
AVON, OH 44012

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4567832

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SOUTH PORT HOMEOWNERS' ASSOCIATION, INC.

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 11/04/2020

Document No(s):

202030901708

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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
4th day of November, A.D. 2020.

Ohio Secretary of State

Form 532B Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Date Electronically Filed: 11/4/2020

Initial Articles of Incorporation (Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

To operate a homeowners' association.

**** Note:** for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

South Port Homeowners' Association, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

V.I.P. PROPERTY MANAGEMENT CO.

(Name of Statutory Agent)

420 AVON BELDEN ROAD

(Mailing Address)

AVON LAKE

(Mailing City)

OH

(Mailing State)

44012

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

H. R. KOPF

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned,

V.I.P. PROPERTY MANAGEMENT CO.

(Name of Statutory Agent)

, named herein as the

Statutory agent for

South Port Homeowners' Association, Inc.

(Name of Corporation)

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

Statutory Agent Signature

H. R. KOPF, PRESIDENT

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

H. R. KOPF

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

BY-LAWS
OF
SOUTH PORT HOMEOWNERS'
ASSOCIATION, INC.

EXHIBIT B

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BY-LAWS
OF
SOUTH PORT
HOMEOWNERS' ASSOCIATION, INC.

The within By-Laws are adopted by the incorporator of South Port Homeowners' Association, Inc. pursuant to Chapter 1702 of the Ohio Revised Code. Unless otherwise defined, all terms and/or words used herein which are defined in the South Port Declaration of Restrictions, Reservations and Covenants (the "Declaration"), have the same meanings herein as set forth therein. All present or future Owners, other than Developer, (when not acting as a lessor of any unsold Residences, as provided in the Declaration), or the tenants and employees of such Owners, or any other person who might use any facilities available to South Port (hereinafter called "South Port" or the "Subdivision"), shall be subject to these By-Laws and to any covenants, provisions or regulations hereafter adopted by the Board of Directors of South Port Homeowners' Association, Inc. The mere acquisition or rental of any of the Lots located within South Port, or the mere act of occupancy of any of the Residences on said Lots shall constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I
THE ASSOCIATION

1.1 Name and Nature of Association. The Association shall be an Ohio corporation not for profit, and shall be called South Port Homeowners' Association, Inc. (hereinafter called the "Association").

1.2 Membership. Each Owner, upon acquisition of title to a Lot, shall automatically become a "Member" of the Association. Such membership shall terminate (a) upon the sale or other disposition by such Member of his or her ownership of a Lot, at which time the new owner of such Lot shall automatically become a Member of the Association, or (b) upon the removal by Developer of such Lot from the operation of the Declaration as provided therein.

1.3 Voting Rights. There shall be one (1) voting Member for each Lot. Such voting Member may be the Owner or the group composed of all the Owners of a Lot, and each Owner (or group of owners collectively) shall be entitled to one (1) vote per Lot owned by such Owner or group. The number of voting Members in the Association at any given time will correspond to the actual number of Lots sold by Developer. Developer may add additional Lots to South Port; whereupon the Owners of such additional Lots shall automatically become voting Members upon acquisition of title to such additional Lots. Developer may elect to amend the Declaration (as provided in the Declaration) to reduce the number of Lots within South Port and the corresponding number of voting Members of the Association; in such event, the total number of votes of all voting Members shall be as many as there are Lots within South Port after such amendment or amendments to the Declaration.

1.4 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his, her or their behalf shall be made in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the Member or Members making such designation. Notice to the Board of Directors in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

1.5 Meetings of Members.

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon or within South Port or elsewhere as may be designated by the Board of Directors and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held as soon as practicable after the end of the Control Period (as defined in Section 6.1 hereof). Thereafter, the annual meeting of Members of the Association shall be held on such date as the Board of Directors, in its discretion, shall designate.

(b) Special Meetings. Special meetings of the Members of the Association may be held on any business day when called by the President of the Association, by a majority of the Board of Directors of the Association, or by Members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association.

Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:30 P.M. or as otherwise declared by the Board of Directors and shall be held at the office of the Association or at such other time and place within South Port or elsewhere as shall be specified in the notice of meeting.

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or person required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association

who is an Owner of a Lot of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

(d) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association in person or by proxy shall constitute a quorum for such meeting and the acts of the majority of the Members of the Association present at a meeting shall be the acts and deeds of the Members of the Association; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the majority of the Members of the Association represented at a meeting of Members may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

ARTICLE II BOARD OF DIRECTORS

2.1 Number and Qualification. Except as provided in Section 6.1 hereof, the Board of Directors shall consist of not less than three (3) persons, each of whom must be an Owner and occupier of a Residence on a Lot.

2.2 Election of Directors; Vacancies. Except as provided in Section 6.1 hereof, the Directors shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Directors, however caused, the remaining Directors, though less than a majority of the whole authorized number of Directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

2.3 Term of Office; Resignations. Except as provided in Section 6.1 hereof, each Director shall hold office until the next annual meeting of the Members of the Association and until his or her successor is elected, or until his or her earlier

resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Director may specify. Members of the Board of Directors shall serve without compensation. At the first annual meeting of the Members of the Association where the Members are able to elect the Board of Directors, the term of office of two (2) Directors shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of Members of the Association. The term of office of any additional Directors shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Director, his or her successor shall be elected to serve for a term of two (2) years.

2.4 Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year.

2.6 Special Meetings. Special meetings of the Board of Directors may be held at any time when called by the President or at least two (2) Directors. Written notice of the time and place of such meeting shall be given to each Director either by personal delivery or by mail, telegram, telecopy or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Director of notice of such meeting, and such notice may be waived, in writing, before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

2.7 Methods of Meetings. The Board of Directors may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board of Directors can hear or read in real time and participate and respond to every other member of the board.

2.8 Written Consent. In lieu of conducting a meeting, the Board of Directors may take an action with the unanimous written consent of the members of the Board of Directors. Any written consent shall be filed with the minutes of the meetings of the Board of Directors.

2.9 Owner Participation. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

2.10 Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

2.11 Removal of Directors. Except as provided in Section 6.1 hereof, at any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Directors may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

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

ARTICLE III OFFICERS

3.1 Election and Designation of Officers. The Board of Directors shall elect a President, a Vice President, a Secretary and a Treasurer, at least three (3) of whom shall be Members of the Board of Directors. The Board of Directors may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary or appropriate who are not Members of the Board of Directors but who are Members of the Association.

3.2 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Directors and until their successors are elected, except in case of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.

3.3 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association

and shall preside at all meetings of the Board of Directors. Subject to directions of the Board of Directors, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association, and shall have such other duties as may be determined by the Board of Directors or otherwise provided for in the Declaration or in these By-Laws.

3.4 Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act, and shall have such other authority and perform such duties as may be determined by the Board of Directors.

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

3.6 Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Directors. The Treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Directors, and shall have such authority and shall perform other duties as may be determined by the Board of Directors.

3.7 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.

3.8 Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer, and generally to control the actions of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV GENERAL POWERS AND OPERATION OF THE ASSOCIATION

4.1 Budgets and Assessments. The Association, through the Board of Directors, shall do both of the following:

- (a) Annually adopt and amend an estimated budget for revenues and expenditures. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually; and

(b) Collect assessments for common expenses from owners in accordance with section 5312.10 of the Ohio Revised Code.

4.2 Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain all of the following to the extent reasonably available and applicable:

- (a) Property insurance on the Common Elements;
- (b) Liability insurance pertaining to the Common Elements;
- (c) Directors and Officers liability insurance;

4.3 Records. The Association shall keep all of the following:

(a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;

(b) Records showing the collection of the common expenses from the Owners;

(c) Minutes of the meetings of the Association and the Board of Directors;

(d) Records of the names and addresses of the Owners.

4.4 Operation. The Association, through the Board of Directors, may do any of the following:

(a) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board of Directors determines are necessary or desirable in the management of the Land and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the property, or that involves two or more Owners and relates to matters affecting the property

(c) Enter into contracts and incur liabilities relating to the operation of the Land;

(d) Enforce all provisions of the Declaration, and Bylaws, governing the Lots and Common Elements;

(e) Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of Common Elements, and any other rules as the Declaration provides;

(f) Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Ohio Revised Code;

(g) Hold in the name of the Association the real property and personal property;

(h) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(i) Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to Owners;

(j) Pursuant to section 5312.11 of the Revised Code, levy the following charges and assessments

(i) Interest and charges for the late payment of assessments;

(ii) Returned check charges;

(iii) Enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association;

(iv) Charges for damage to the common elements or other property.

(k) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(l) Impose reasonable charges for preparing, recording, or copying the Declaration, Bylaws, amendments to the Declaration and Bylaws, or statements of unpaid assessments;

(m) Authorize entry to any portion of the Land by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, another dwelling unit, or to the health or safety of the occupants of that dwelling unit or another dwelling unit;

(n) Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;

(o) Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;

(p) Exercise powers that are any of the following:

(i) Conferred by the Declaration or Bylaws;

(ii) Necessary to incorporate the Association as a nonprofit corporation;

(iii) Permitted to be exercised in this state by a nonprofit corporation;

(iv) Necessary and proper for the government and operation of the Association.

ARTICLE V
FEES AND ASSESSMENTS

5.1 Assessments. Assessments may be levied by the Association from time to time at a meeting of the Board of Directors by a majority vote of the Board of Directors. Assessments may, if so state in the Board of Directors' resolution authorizing such assessment, be payable in installments over a period of years.

5.2 Due Dates of Assessments; Defaults. The due date of any assessment or installment thereof shall be fixed by the Board of Directors authorizing such assessment, and written notice of such assessment or installment thereof shall be given to each Lot Owner subject thereto at least sixty (60) days in advance of such due date.

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

5.3 Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

5.4 Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Lot Owner. Upon ten (10) days' notice to the Board of Directors, any Lot Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

5.5 Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all of the Lot Owners, and for such adjustments as may be required to reflect delinquent or repaid assessments) shall be deemed to be held for the use, benefit and account of all of the Lot Owners in proportion to each Lot Owner's percentage obligation in the Association, based on the relative number of Lots from time to time comprising South Port (as such percentage may be amended).

5.6 Annual Examination. The books of the Association shall be examined, reviewed or audited once a year by the Board of Directors, and such examination, review or audit shall be completed prior to each annual meeting. If requested by two (2) members of the Board of Directors, such examination, review or audit shall be made by a certified public accountant. In addition, and at any time requested by the Owners of ten (10) or more Lots, including the Developer, the Board of Directors shall cause an additional examination, review or audit to be made.

ARTICLE VI GENERAL PROVISIONS

6.1 Rights Pending Expiration of the Control Period. For the period commencing on the date hereof and ending on the time at which all Lots have been transferred to Owners, including Lots/Residences on additional real estate which Developer may, from time to time, elect to add to South Port, as provided in the Declaration (the "Control Period"), (a) the Board of Directors shall consist of three (3) persons selected by the Developer, (b) such persons need not be Lot Owners, and (c) the Directors so selected shall not be subject to the provisions of Sections 2.1, 2.2, 2.3, 2.11, and 2.12 hereof.

6.2 Service of Notices on the Board of Directors. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer in care of Developer at P.O. Box 26, Grafton, Ohio 44044.

6.3 Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Lot Owner is being administered.

6.4 Non-waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.5 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Lot Owners, their successors and assigns.

6.6 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

6.7 Perpetuities and Restraints on Alienation. If any of the provisions, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Donald J. Trump, President of the United States, and Mike DeWine, Governor of the State of Ohio.

6.8 Amendments to the Declaration. To the extent that these By-Laws and the operation and governance of the Association are subject to the Declaration, the same shall also be subject to any modification or amendment to the Declaration.

ARTICLE VII INDEMNIFICATION

7.1 Generally. The Corporation shall indemnify any Director or officer or any former Director or officer of the Corporation or any person who is serving or has served at the request of the Corporation (and such person's heirs, executors and administrators) against expenses, including reasonable attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Director or officer by reason of the fact that such person was such Director, officer or agent, in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the extent and according to the procedures and requirements set forth in the Ohio Nonprofit Corporation Law. The indemnification provided for herein shall not be deemed to restrict the right of the Corporation to indemnify employees, agents and others as permitted by such law.

ARTICLE VIII AMENDMENTS

8.1 Amendments of By-Laws. These By-Laws may be amended or modified at any time, from time to time, by the actions or approval of Lot Owners exercising seventy-five percent (75%) or more of the voting power of the Association; provided, however, that any provisions of these By-Laws affecting the rights duties, obligations or interests of Developer and/or its agents may not be amended or modified without the prior written consent of Developer.

These By-Laws have been executed by the Incorporator of the Association, this
_____ day of November, 2020.

SOUTH PORT
HOMEOWNERS' ASSOCIATION, INC.

By: _____
H.R. Kopf, Incorporator

STATE OF OHIO)
) SS
LORAIN COUNTY)

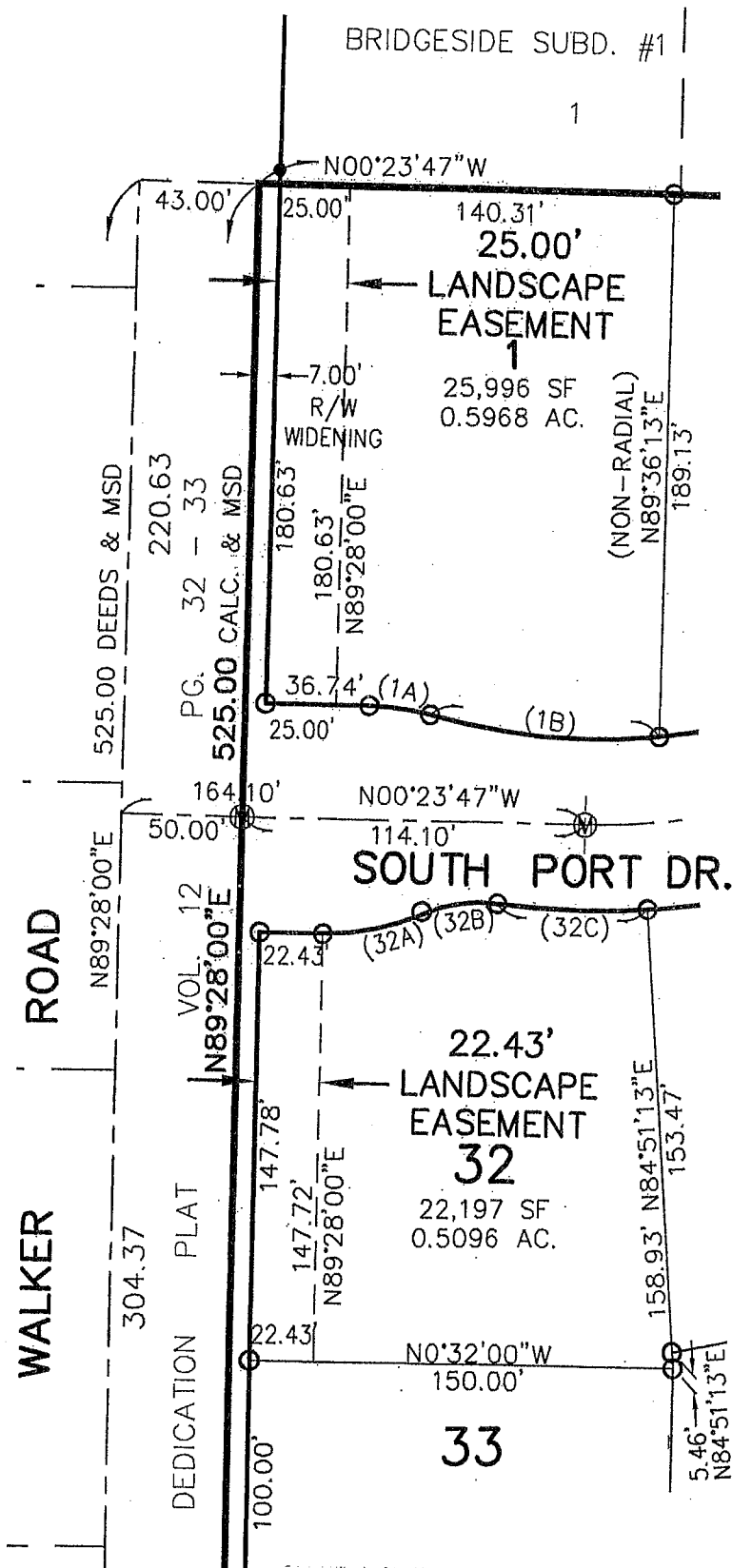
BEFORE ME, a Notary Public in and for said County and State, appeared the above-named H. R. Kopf, its Incorporator, who acknowledged the signing of the foregoing instrument to be his free act and deed. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of November, 2020.

NOTARY PUBLIC

This Document Prepared By:
Jay C. Marcie,
Attorney at Law
1001 Jaycox Road
Avon, OH 44011
(440) 937-6600

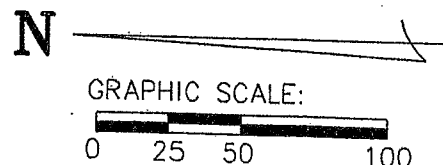
MAP OF
LANDSCAPE EASEMENTS
 ON
LOTS 1 AND 32
 IN THE
SOUTH PORT SUBD. NO. 1
 VOL. 108, PG 88-90.
 IN AVON LAKE, OH
 BY
 HENRY G. REITZ ENGINEERING CO.
 NOVEMBER 2020



(1A) R=85.00' D=14°42'44" L=21.83' C=21.77' N06°57'35"E T=10.97'	(32A) R=85.00' D=24°18'34" L=36.06' C=35.79' N12°33'04"W T=18.31'
(1B) R=220.00' D=21°25'00" L=82.23' C=81.76' N03°36'27"E T=41.60'	(32B) R=50.00' D=30°34'20" L=26.68' C=26.36' N09°25'11"W T=13.67'
(32C) R=280.00' D=11°00'46" L=53.82' C=53.74' N00°21'36"E T=26.99'	

LEGEND

- DENOTES 5/8" IRON PIN FOUND UNLESS OTHERWISE NOTED
- DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN SET
- Ⓜ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN SET MONUMENT



SURVEYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, SOUTH PORT DEVELOPMENT, LLC, BY KOPF & ASSOCIATES, INC., A PROFESSIONAL ENGINEERING FIRM, THE SOUTH PORT SUBDIVISION NO. 1 AS SHOWN ON THE ATTACHED MAP WAS SURVEYED AND PLATTED THE SOUTH PORT SUBDIVISION NO. 1 AS SHOWN ON THE ATTACHED MAP CONTAINING 18.95238 ACRES IN AVON TOWNSHIP SECTION NO. 29, NOW IN THE CITY OF AVON LAKE, COUNTY OF LOHAIN, STATE OF OHIO.

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

[illegible]

13.6189 AC
1.8819 AC
3.4020 AC
15.9028 AC
TOTAL

THE HENRY G. BETZ ENGINEERING COMPANY

BY: JAMES T. SAYLER, VICE PRES.,
REGISTERED SURVEYOR NO. S-7425

OWNERS CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND SURVEY, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS AT OUR REQUEST TO BE MADE, AND WE HEREBY DEDICATE TO PUBLIC USE THE STREETS SHOWN HEREON AND AUTHORIZE ITS RECORDING. WE DO HEREBY DEDICATE AND DESIGNATE AS WALKER ROAD, SOUTH PORT DRIVE AND BALLAST AND DESIGNATED AS WALKER ROAD, SOUTH PORT DRIVE AND BALLAST COURT.

SOUTH PORT DEVELOPMENT LLC,
BY KOPF CONSTRUCTION CORP., MANAGER
420 AVON BELDEN ROAD
AVON LAKE, OH 44012

H. R. KOPF, PRESIDENT

NOTARY PUBLIC

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

IN WITNESS WHEREOF I HAVE HEREINTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

NOTARY PUBLIC

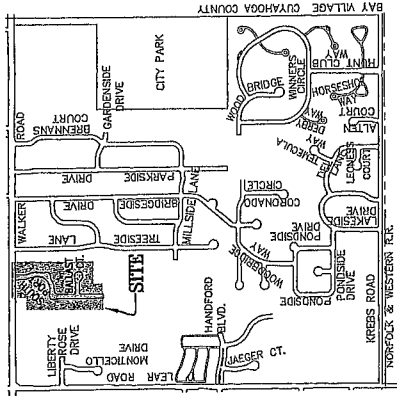
MY COMMISSION EXPIRES

[illegible]

H. R. KOPF, PRESIDENT

BEING PART OF AVON TOWNSHIP SECTION NO. 29 NOW IN THE
CITY OF AVON LAKE COUNTY OF LORAIN. STATE OF OHIO

LOTS ARE SUBJECT TO A HOMEOWNERS' ASSOCIATION AND THE MAINTENANCE OF ENTRY ISLAND & BLOCKS ARE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION SHALL ALSO BE REQUIRED TO MAINTAIN AND INSPECT THE RETENTION AND WATER QUALITY BASINS, AND PROVIDE REPORTS TO THE CITY OF AVON LAKE AS SET FORTH IN THE INSPECTION AND MAINTENANCE AGREEMENT THAT IS REQUIRED TO BE ENTERED INTO BETWEEN THE DEVELOPER AND THE CITY OF AVON LAKE IN ACCORDANCE WITH THE PROVISIONS OF AVON LAKE MUNICIPAL CODE, CHAPTER 1080, SECTION 1060.080(D)(1) & SECTION 1080.13.



12' UTILITY EASEMENT

[illegible]

H. R. KOPPE, PRESIDENT

MY COMMISSION EXPIRES

NOTARY PUBLIC

**SOUTH PORT
SUBDIVISION NO. 1
PLAT**

ENGINEER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE SOUTH PORT SUBDIVISION NO. 1 AND FIND THE
SAME TO BE CORRECT IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE.

AVON LAKE CITY ENGINEER,
GARY A. TIPPING, P.E.

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

AVON LAKE PLANNING COMMISSION SECRETARY,

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

MAYOR,
CROSBY 1 711 K A

LAW DIRECTOR
THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS PLAT OF THE SOUTH PORT SUBDIVISION NO. 1 AND FIND THE
NORTH TO BE CORRECTED ORDINANCES OF THE CITY OF AVON LAKE.

AVON LAKE LAW DIRECTOR,
CARY A. STREET

MORTGAGEE'S CERTIFICATE
THIS IS TO CERTIFY THAT HUNTINGTON NATIONAL BANK, LEADING
MORTGAGEE OF LANDS CONTAINED WITHIN THIS TRACT, THE SOUTH
PORT SUBDIVISION NO. 1 AS SHOWN HEREON, AND REPRESENTED BY
THE UNDERSIGNED, DOES HEREBY CONSENT TO THE RECORDING OF
SAD-PLAT AND HERETOFORE UNRECORDED AND COMPRISING WALKER
ROAD, SOUTH PORT DRIVE AND BALLAST COURT, AS SHOWN
ON THE ATTACHED MAP, AND OPERATION OF ITS MORTGAGE.

NOTARY PUBLIC

STATE OF OHIO) SS
COUNTY OF)
THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC IN AND
FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR,

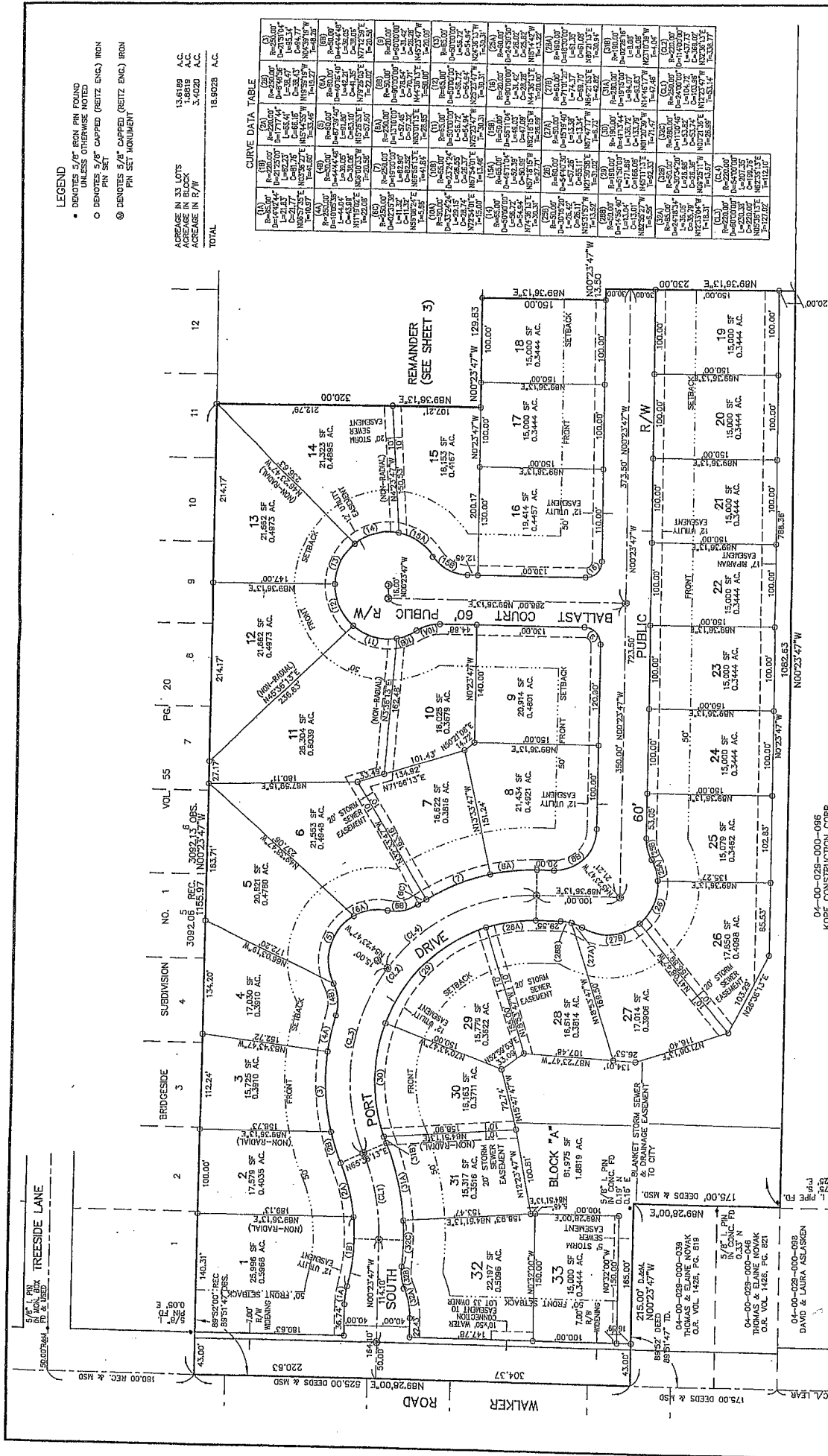
HUNTINGTON NATIONAL BANK BY
WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING PLAT OF
SOUTH PORT SUBDIVISION NO. 1 AND THAT THE SAME WAS THEIR
FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID
CORPORATION.

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

LOGAN COUNTY RECORDER

**THE HENRY G. REITZ
ENGINEERING COMPANY**

4214 ROCKY RIVER DRIVE, CLEVELAND, OH 44135
PHONE: (216) 251-3033. REITZCREITZENG.COM



South Port Development
Projected Budget - 33 sublots
2021 - 2022

10/28/2020

Electricity - Sign and Aerator	\$ 1,800.00
Insurance - Common Areas	1,000.00
Landscaping	5,000.00
Maintenace and Repairs - Including Pond	1,500.00
Management Fees	2,772.00
Office Expense	250.00
Professional Fees	350.00
Real Estate Taxes - Common Areas	600.00
Water - Common Areas, Cul-de-sac Hubs and Walker Road Tree Lawn	1,000.00
Reserves - 10%	<u>1,568.00</u>
Total Projected Annual Budget	<u><u>\$ 15,840.00</u></u>
Annual Maintenance Fee Per Home	<u><u>\$ 480.00</u></u>



420 Avon Belden Road, Avon Lake, Ohio 44012-2206
Telephone (440) 871-8234 / 933-6908
Fax (440) 933-6956

10/27/2020

South Port Homes

Deck Criteria

In order to achieve and maintain architectural continuity within your community, there are two (2) deck color options available to you. The below would apply to treated wood, plastic and/or composite decks.

- 1.) An all-natural wood appearance. The recommended product is Cuprinol Deck And Siding Wood Finish. This is available at all Sherwin-Williams stores.

-OR-

- 2.) The deck must match either the color of the siding or trim on your home.

* Any two-tone decks must comply with the above. (Example: natural wood Flooring and rails that match the trim and/or black wrought iron is acceptable).

Please submit any plans for this or any other addition to your home, as "Official Approval" is required from the Developer and your Board of Directors.

The up-keep of your deck is of utmost importance to enhance not only your own property, but the entire community. Should you have any questions on the proper maintenance of your deck, please contact your construction superintendent.



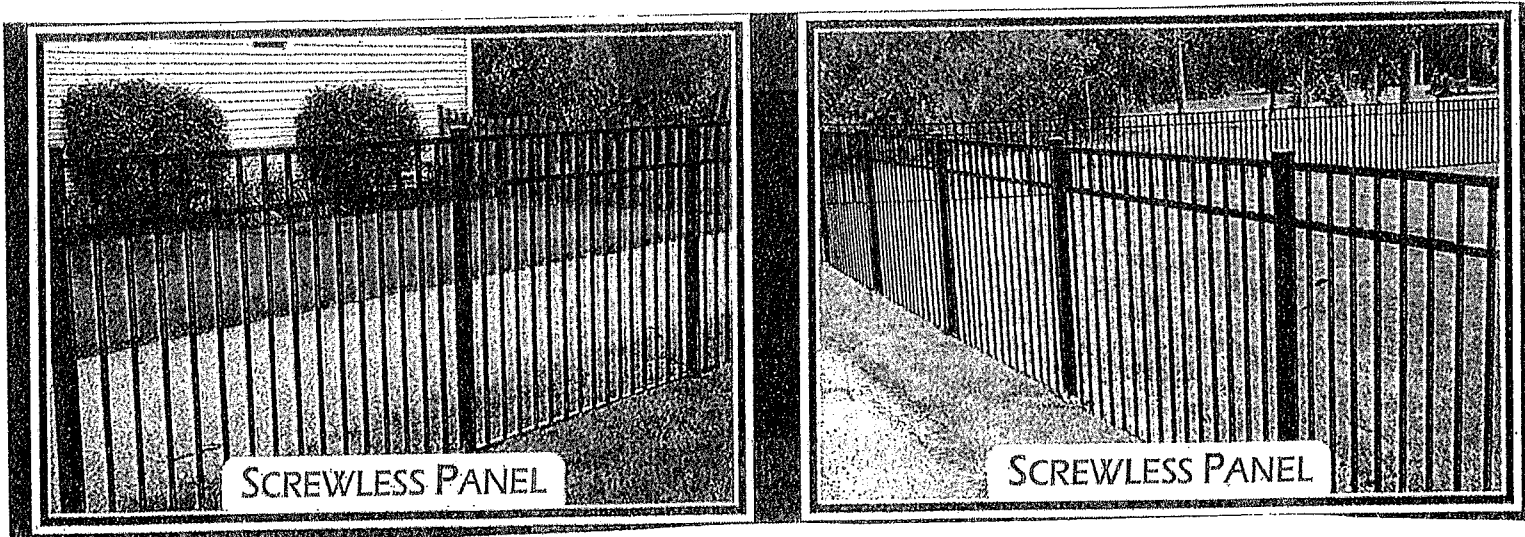
420 Avon Belden Road, Avon Lake, Ohio 44012-2206
Telephone (440) 871-8234 / 933-6908
Fax (440) 933-6956

10/27/2020

SOUTH PORT FENCE GUIDELINES

General Guidelines

- 1) All fences must be black metal.
- 2) The maximum height measured from the ground shall not exceed four (4) feet.
- 3) All fences must be anchored in the ground by cement to a depth of at least 2 feet.
- 4) Plans and specifications showing the nature, kind shape, height, location and materials shall be submitted for approval prior to commencement of work.
- 5) No fences shall be erected or altered within the subdivision without official approval of the Developer or the Board of Directors and the City of Avon Lake.
- 6) All fences shall be properly maintained.
- 7) Living fences also require Official Approval and must meet city planning and zoning codes.
- 8) Example below.



EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of November, 2020 between the South Port Homeowners' Association, Inc., an Ohio nonprofit corporation, and Kopf Construction Corporation, an Ohio corporation, under the following circumstances:

- A. A 1,400 linear foot section of Gable Ditch that is between 315' South and 1715' South of the centerline of Walker Road (the "Ditch Area") is on the property line of the Common Elements of the South Port subdivision and real estate owned by Kopf Construction Corporation ("Kopf") as shown in the map attached as Exhibit A; and
- B. The South Port Homeowners' Association, Inc. ("South Port") and Kopf desire to share equally in cost of any necessary and regulatory maintenance associated with the Ditch Area.

NOW THEREFORE, South Port and Kopf agree as follows:

- 1. South Port grants to Kopf, a perpetual, nonexclusive easement over the Ditch Area located on the Common Elements to perform emergency, regulatory, ordinary, and necessary maintenance on the Ditch Area.
- 2. Kopf grants to South Port a perpetual, nonexclusive easement over the Ditch Area located on its real estate to perform emergency, regulatory, ordinary, and necessary maintenance on the Ditch Area.
- 3. The cost of the maintenance of the Ditch Area shall be shared equally by South Port and Kopf. With the exception of emergency maintenance, before performing any maintenance in the Ditch Area, the party intending to make the same (the "first party") shall notify the other party in writing of its intention and of the estimated costs to complete the maintenance. This notice may be waived by a party if such party agrees to pay their share of the costs. Failure of a party to object to the maintenance by giving written notice within 10 days after receipt of the notice shall be deemed approval of the

proposed maintenance and an agreement to pay their share of the costs. If an objection is made by giving written notice within the 10-day period, the first party may nevertheless proceed with the maintenance at the first party's expense. However, no party shall unreasonably withhold approval and agreement to pay their share of the cost of the requested maintenance. A party unreasonably withholding approval or payment shall be liable to reimburse the other for their share of the costs of the maintenance plus all costs, including reasonable attorney's fees, incurred in collecting the same. It shall not be unreasonable for one party to object to maintenance caused by the negligent or wrongful actions of the other party or its members, as the case may be. A party shall reimburse the other party for its equal share of any bills received for maintenance within 30 days after receipt of the bill from the other party.

4. This agreement shall run with the land and be binding upon and inure to the benefit of the parties' successors and assigns.

KOPF CONSTRUCTION CORPORATION

By: _____
H.R. Kopf, President

**SOUTH PORT HOMEOWNERS'
ASSOCIATION, INC.**

By: _____
H.R. Kopf, Its President

STATE OF OHIO)
) SS
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, appeared 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 of him personally and as such officer. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of November, 2020.

Notary Public

STATE OF OHIO)
) SS
LORAIN COUNTY)

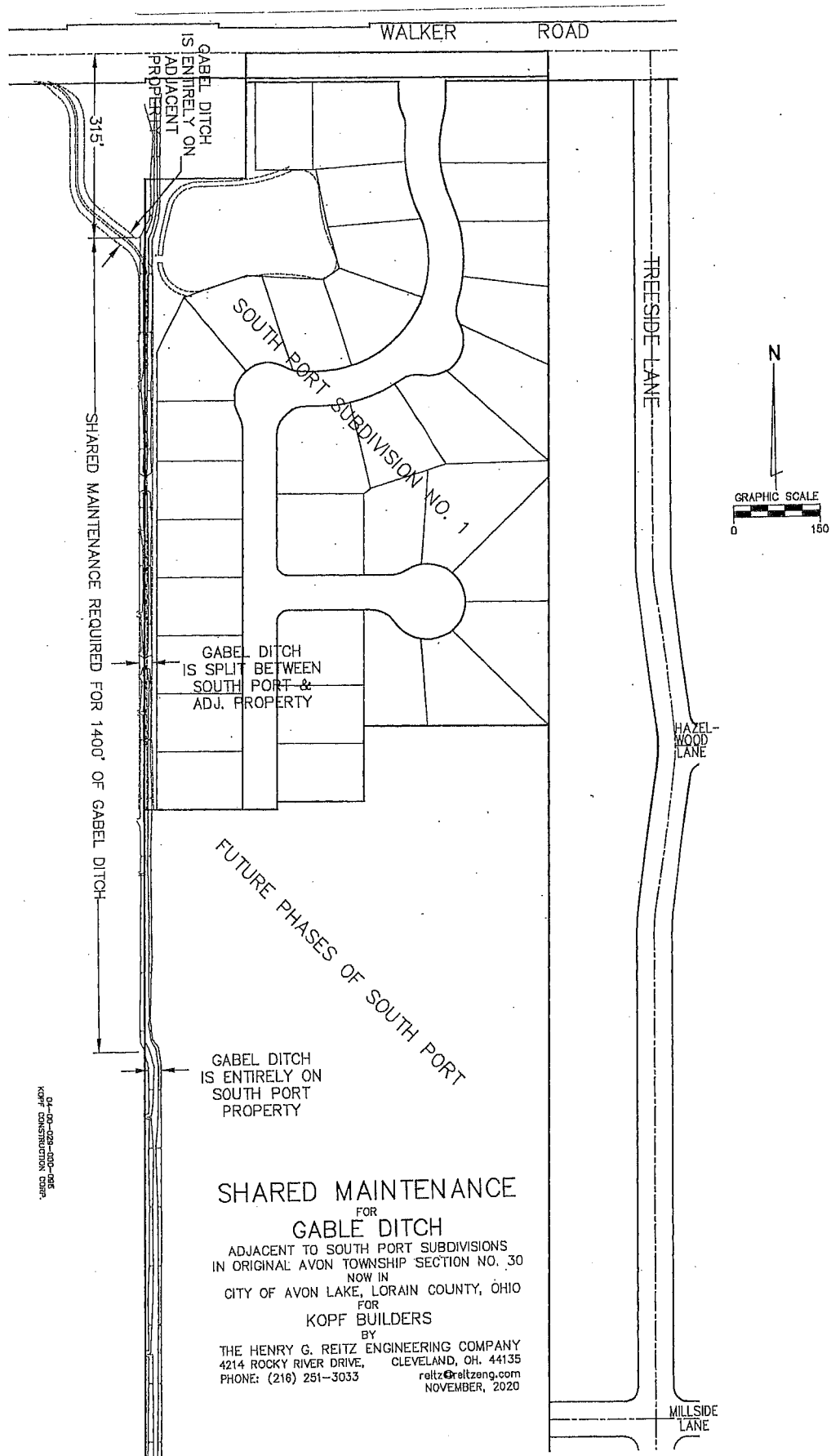
BEFORE ME, a Notary Public in and for said County and State, appeared South Port Homeowners' Association, Inc., by H. R. Kopf, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of such company of him personally and as such officer. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of November, 2020.

Notary Public

This Instrument Prepared By:
Jay C. Marcie
Marcie & Associates LPA
1001 Jaycox Road
Avon, Ohio 44011
440-937-6600

EXHIBIT A



EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is made on this _____ day of November, 2020, in the City of Avon Lake, County of Lorain, and State of Ohio. The parties to this Agreement are the South Port Homeowners' Association, Inc., an Ohio nonprofit corporation (hereinafter called "Association") and South Port Development, LLC, an Ohio limited liability company.

WHEREAS, South Port Development, LLC is the owner of Sublot No. 1 and Sublot No. 32 in the South Port Subdivision No. 1, of part of Original Avon Township, Section No. 29, as shown by the recorded plat in Volume 108, pages 88-90 of Lorain County Records ("Sublot Nos. 1 and 32");

WHEREAS, South Port Development, LLC desires to grant to the Association, easements over and upon Sublot Nos. 1 and 32 as described in Exhibits A and B and depicted in Exhibit C (the "Easement Areas") for the purpose of maintaining the Easement Areas; and

WHEREAS, the Association desires to maintain the Easement Areas described in Exhibits A and B and depicted in Exhibit C as it deems necessary;

NOW, THEREFORE, in consideration of the Association's agreement to maintain the Easement Areas, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement South Port Development, LLC hereby grants unto the Association and its successors and assigns, easements over and upon portions of Sublot Nos. 1 and 32 as described in Exhibits A and B and depicted in Exhibit C (the "Easement Areas") for the exclusive maintenance, repair, and addition of trees, shrubs, bushes, grasses, ground covers and other landscaping features, including but not limited to grading, mounding, swales, storm water drainage systems, and irrigation systems as are deemed necessary or convenient by the Association. Said easement rights shall include the right to remove any trees, shrubs,

landscaping, structures, or other improvements. No party, other than the Association, shall maintain the Easements Areas.

2. Reservation of Rights by South Port Development, LLC South Port Development, LLC reserves unto itself, and its successors and assigns, including, without limitation, all rights not inconsistent with the easement rights granted pursuant to this Agreement.

3. Maintenance and Repair of the Easement Premises The Association, at its sole cost and expense, agrees to maintain and repair the Easement Areas as it deems necessary.

4. Insurance The Association shall acquire and keep current a policy of insurance sufficient in amount to cover the cost of any reasonably anticipated claims that may hereafter be made against the Association as a result of its maintenance of the Easement Areas.

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

The parties hereto have signed this Easement and Maintenance Agreement by and through their authorized representatives or officers on the day and year first above written.

SOUTH PORT DEVELOPMENT, LLC
BY KOPF CONSTRUCTION CORPORATION,
Its Manager

By: _____
H. R. Kopf, Its President

SOUTH PORT HOMEOWNERS'
ASSOCIATION, INC.

By: _____
H. R. Kopf, Its President

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared South Port Development, LLC, and 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 of him personally and as such officer. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Avon Lake, Ohio, this ____ day of November, 2020.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, appeared South Port Homeowners' Association, Inc., 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 of him personally and as such officer. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ____ day of November, 2020.

Notary Public
My commission expires: _____

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

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

Civil Engineers & Surveyors
4214 Rocky River Drive
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033

EMAIL: reitz@reitzeng.com

November 20th, 2020

Description of Landscape Easement on Sublot No. 1

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublot No. 1 in the South Port Subdivision No. 1, of part of Original Avon Township Section No. 29, as shown by the recorded plat in Volume 108 of Plats, Pages 88-90 of Lorain County Records, and bounded and described as follows:

Beginning at the Northeasterly corner of said Sublot No. 1, which point is on the Southerly line of Walker Road, as widened;

Thence S. 00d 23' 47" E., along the Easterly line of said Sublot No. 1, a distance of 25.00 feet;

Thence S. 89d 28' 00" W., a distance of 180.63 feet to the Easterly line of South Port Drive;

Thence N. 00d 23' 47" W., along the Easterly line of South Port Drive, a distance of 25.00 feet to the Southerly line of Walker Road, as widened;

Thence N. 89d 28' 00" E., along the Southerly line of Walker Road, as widened, a distance of 180.63 feet to the place of beginning, and containing 4,516 square feet of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated August, 2020, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89d 28' 00" E., and are used to denote angles only.

EXHIBIT A

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

November 20th, 2020

Description of Landscape Easement on Sublot No. 32

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Sublot No. 32 in the South Port Subdivision No. 1, of part of Original Avon Township Section No. 29, as shown by the recorded plat in Volume 108 of Plats, Pages 88-90 of Lorain County Records, and bounded and described as follows:

Beginning at the Northwestern corner of said Sublot No. 32, which point is on the Southerly line of Walker Road, as widened;

Thence N. 89d 28' 00" E., along the Southerly line of Walker Road, as widened, a distance of 147.78 feet to the Westerly line of South Port Drive;

Thence S. 00d 23' 47" E., along the Westerly line of South Port Drive, a distance of 22.43 feet;

Thence S. 89d 28' 00" W., a distance of 147.72 feet to the Westerly line of said Sublot No. 32;

Thence N. 00d 32' 00" W., along the Westerly line of said Sublot No. 32, a distance of 22.43 feet to the place of beginning, and containing 3,314 square feet of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated August, 2020, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on Walker Road having a bearing of N. 89d 28' 00" E., and are used to denote angles only.

EXHIBIT B

