

COUNTY OF LAKE

2006R012537

LAKE COUNTY OHIO
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FRANK A SUPONCIC
LAKE COUNTY RECORDER

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FRANK A. SUPONCIC, CPA, CFE RECORDER

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Thank You

A handwritten signature in black ink that reads "Frank A. Suponic".



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**DECLARATION OF RESTRICTIONS FOR
HIGHGATE BLUFF SUBDIVISION
WILLOUGHBY, OHIO**

THIS DECLARATION OF RESTRICTIONS is made this 30th day of March, 2006, by BELDEN HILL, LLC., an Ohio limited liability company, hereinafter "Declarant",

W I T N E S S E T H: THAT

WHEREAS, Declarant owns real property located in the City of Willoughby, Lake County, Ohio known as HIGHGATE BLUFF SUBDIVISION; and

WHEREAS, Declarant intends to develop and improve the land, to provide a general development plan and to restrict the use of the land to single family purposes and desires to create and establish covenants, restrictions, agreements, and obligations pursuant to such general plan;

NOW, THEREFORE, Declarant, for itself and its successors and assigns, submits and declares that the property herein described shall be held, used and conveyed, subject to the following covenants, rights, restrictions and limitations:

I. DESCRIPTION OF THE LAND.

The development is described as follows:

The land is known as Highgate Bluff Subdivision, consisting of Sublots 1 through 17 inclusive, as recorded in Volume 52, Page 2 of Lake County Plat Records. Every owner of a Sublot in Highgate Bluff Subdivision is called herein a "Sublot Owner". All Sublot Owners, transferees, assignees, and their personal representatives, successors and heirs, shall hold title to each Sublot subject to this Declaration of Restrictions.

II. AREA AND CONSTRUCTION REQUIREMENTS.

All Sublots in Highgate Bluff Subdivision shall be developed and used as single-family residential lots. No Sublot shall be further divided without the express written permission of Declarant being first obtained. No dwelling or other building shall be placed or constructed thereon unless the building plans, plot plan and specifications have been approved in writing by the Declarant or an architectural review committee approved by Declarant. All dwellings shall meet the following area and construction

2006 RC 125.37

requirements:

1. Each Sublot Owner shall be responsible to repair any damage to the road surface and/or curbing caused by construction equipment during the construction of the dwelling structure. Each Sublot Owner shall be responsible for causing their contractors and subcontractors to keep the streets and storm gutters free from mud and other debris during construction.
2. During the construction of the dwelling structure, each Sublot Owner shall be responsible to maintain the site so as to be free from unsightly accumulation of debris, materials packaging, leftover waste materials and the like. Declarant shall have the right to clean-up and maintain the site at the Sublot Owner's expense in the event this responsibility is not met by the Sublot Owner.
3. Each dwelling's design shall include a landscape plan, adopted by the Sublot Owner. The plan shall be substantially completed and installed, and the Sublot maintained pursuant to the plan, within six (6) months after a dwelling house first is occupied. Declarant or its successor shall approve the landscape plan prior to installation.
4. All Sublots shall be used and occupied solely and exclusively for a private residence by a single family. No garage, trailer or tent shall at any time be used as a temporary or permanent residence. No structure of a temporary nature shall be permitted on any Sublot except for and during periods of construction.
5. All dwellings and any other structure shall be serviced by underground electric, telephone, television, and cable lines. No building lot shall be serviced by above ground lines, poles or wires (except during construction).
6. Satellite dishes, radio towers, and the like, shall be permitted subject to prior approval of Declarant or an architectural review committee. No clothes lines shall be permitted in any exterior yard area.
7. Maintenance of the pond shall be the joint responsibility of the Sublot Owners upon whose Sublots the pond exists.

III. MISCELLANEOUS.

A. Declarant reserves the right to modify, change, alter or amend this Declaration of Restrictions of Use so long as it owns any Sublot in Highgate Bluff Subdivision.

B. Invalidation of any one of these covenants or any restriction by Judgment or Court Order shall not affect any of the other provisions which shall remain in full force and effect, notwithstanding the illegality or unenforceability of one or more of the provisions.

C. In the event of a breach or threatened breach by any owner of a Sublot of the terms and covenants of this Declaration of Restrictions, then Declarant, or any Sublot Owner, shall be entitled to injunctive relief in addition to other legal or equitable remedies. No Sublot Owner shall have the right to terminate his, her or its obligations as a result of such breach. In addition to other relief, the Declarant or any Sublot Owner shall be entitled to recover their costs of enforcement, including reasonable attorney fees.

D. By acceptance of a deed or any other evidence of ownership or claim to title, the Sublot Owner or holder thereof agrees to be bound and to comply with the foregoing Declaration of Restrictions.

E. The covenants, rights, terms, reservations and provisions of this Declaration of Restrictions of Use shall be deemed to be covenants running with the land and shall bind Declarant and all owners of the Sublots, their heirs, executors, personal representatives, and assigns.

F. This Declaration of Restrictions shall be binding for twenty (20) years from the date of execution and thereafter shall be renewed, automatically, for successive ten (10) year periods unless revoked by an affirmative vote of not less than two-thirds (2/3) of the then Sublot Owners.

G. All covenants, rights, terms, reservations and provisions shall be deemed subject to and subordinate to all mortgages now in force or hereafter filed, to encumber the real property described; and none of the covenants, rights, terms, reservations and provisions shall be construed to supersede or invalidate said mortgage; provided that if all or part of the realty herein submitted is transferred by operation of law, or otherwise, or is transferred by foreclosure or deed in lieu of foreclosure, then the purchaser, assignee or successor shall hold such interest subject to this Declaration of Restrictions of Use.

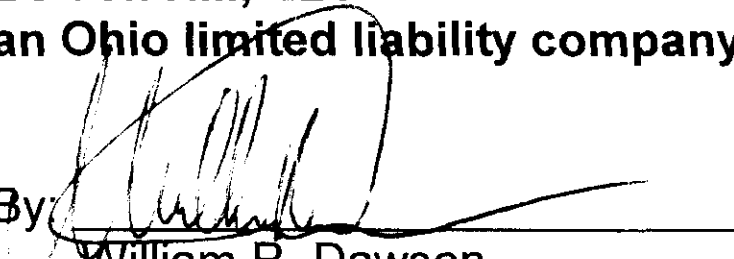
H. This instrument shall be construed under and governed by the laws of the State of Ohio.

I. As used, herein, the masculine includes the feminine and the feminine includes the masculine. The singular includes the plural.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the 30th day of March, 2006.

DECLARANT:


Belden Hill, LLC
an Ohio limited liability company

By 
William R. Dawson
Managing Member

STATE OF OHIO)
COUNTY OF LAKE) ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Belden Hill, LLC, an Ohio limited liability company, by William R. Dawson, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as Managing Member of the company and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 30th day of March, 2006.


Kathleen C. Hendley
Notary Public

KATHLEEN C. HENDLEY
Notary Public, State of Ohio
My Commission Expires May 14, 2006
(Recorded in Lake County)

Prepared by: Anthony J. Aveni, Esq.

