

COUNTY OF LAKE

2006R024098

LAKE COUNTY OHIO
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FRANK A SUPONCIC
LAKE COUNTY RECORDER

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Thank You

A handwritten signature in black ink, appearing to read "Frank A. Suponic".



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COMMONWEALTH LAND TITLE
ORDER NO. Accum

**AMENDMENT AND ADDITIONS TO THE MASTER
DECLARATION OF COVENANS, CONDITIONS AND RESTRICTIONS
FOR LOT NOS. 1 THROUGH 302, INCLUSIVE, LAKE ERIE SHORES,
PHASE I, IIA, IIB, III, IVA, IVB, VILLA GRANDE, NAUTICA AND NORTH
SHORE ESTATES, AND ALL SUBSEQUENT FURTHER PHASES,
PAINESVILLE TOWNSHIP, LAKE COUNTY, OHIO**
("Amended Declaration")

THIS AMENDMENT TO THE DECLARATION is made as of this 7 day of
JUNE, 2006.

Recitals

WHEREAS, Declarant filed with the Lake County Recorder on May 9, 2002, at Volume 2002R023781, page(s) 25, the Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 102, Inclusive, Lake Erie Shores, Phase I and its future phases, Painesville Township, Lake County, Ohio ("Declaration") for certain real property in the Township of Painesville, Lake County, Ohio, owned by Declarant and ;

WHEREAS, Declarant reserves the right from time to time to amend the conditions of the Declaration in accordance with Article XI, Section 6C- Amendment of Master Declaration;

WHEREAS, Declarant is desirous of amending the conditions of Declaration by this Amendment to the Declaration as provided below.

NOW, THEREFORE, Declarant, for itself and his successors and assigns, amends the conditions of the Declaration as follows:

1. Article V – Section 1(f) – Master Association responsibilities for submerged land lease with the Ohio Department of Natural Resources to be amended as follow:.
The Master Association is now only responsible for the maintenance, safe upkeep and lease payment for those areas of shoreline which are associated with the common beach area of approximately 600 feet and its related submerged land lease for this specific area. Individual subplot owners of 13-22 in North Shore Estates will be responsible for the maintenance and lease payment associated with the water frontage related to each of their individual properties. Villa Grande at Lake Erie Shores will be responsible for their own maintenance and lease payment associated with the approximately 900 feet of shoreline entitled to them with its associated uplands.
2. Article VI – Section 2 – Assessments levied by the Master Association to be amended as follows:

2006 RD 24098

RESOLUTION NO. 2006-44
Adopted May 2, 2006

RESOLUTION AUTHORIZING AMENDMENT TO THE FLEXIBLE PLANNED
UNIT DEVELOPMENT RESTRICTIONS WITH REGARD TO THE MASTER
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF LAKE ERIE SHORES

2006-44 AMEND THE MASTER DECLARATIONS OF LAKE ERIE SHORES

WHEREAS, The Board of Painesville Township Trustees (“Trustees”) has previously approved rezoning of the Flexible Planned Unit Development (“FPUD”) known as Lake Erie Shores, consisting of the land on the North and South side of Lake Road owned by Michael DiSanto and/or Lake Erie Shores Development, LLC (hereinafter “Property”) and;

WHEREAS, As a condition of said rezoning, the Trustees required that shoreline protection be constructed for the westerly 1500 feet of the northwestern lake frontage of the Property, and;

WHEREAS, As a further condition the entire Property was to be subjected to deed restrictions that required a charge of Fifty (\$50.00) Dollars per year per unit for future repairs, maintenance, and/or expansion of the shoreline protection, and that said charge was to be placed in a separate account until such time as there was \$250,000.00 accumulated in said account, and;

WHEREAS, The shoreline protection has been completed over a larger area of approximately 2,800 feet, and the northern boundary of the FPUD has now been divided into three areas, to wit: 1) the Villa Grande area consisting of approximately 900 feet, 2) the beach area consisting of approximately 600 feet, and the North Shore Estates area consisting of approximately 1,300 feet, and;

WHEREAS, The developer of the FPUD has requested permission to seek to modify and amend the MASTER DECLARATIONS OF LAKE ERIE SHORES (“Master Declarations”) as set forth herein,

NOW, THEREFORE, BE IT RESOLVED the Trustees hereby agree to allow amendment of the Master Declarations to reduce the amount collected from the unit owners in the portion of the Property south of Lake Road from \$50.00 per annum to \$25.00 per annum.

Each of the three areas referred to herein are to be responsible under separate deed restrictions for the shoreline protection in their respective areas under terms and conditions set forth herein.

By deed restriction, the repair and maintenance of the approximately 900 feet of shoreline protection in the area immediately adjoining the northwest portion of the Property, known as Villa Grande at Lake Erie Shores, shall be the responsibility of the association of owners of condominium units and sublots in Villa Grande at Lake Erie Shores. Said repair and maintenance shall be sufficient to provide at least as much protection to the shoreline as provided at the time of construction of the shoreline protection by the developer. The Villa Grande at Lake Erie Shores deed restrictions shall provide for a minimum fee of \$25.00 per annum to be collected from each owner of a condominium unit in Villa Grande at Lake Erie Shores, and \$55.00 per annum to be collected from each subplot owner in Villa Grande at Lake Erie Shores. Said monies shall be deposited into an account in the name of the Villa Grande at Lake Erie Shores owners association, and shall be collected until such time as \$250,000.00 has been accumulated in said account. The funds shall be used for the repair and maintenance of the shoreline protection that is the responsibility of the Villa Grande at Lake Erie Shores owners association, and shall be used under the same terms as specified in Article V, Section 1(f) of the Master Declaration. Each condominium owner and subplot owner in Villa Grande at Lake Erie Shores shall also pay a minimum fee of \$25.00 per annum to be used for the repair and maintenance of the shoreline protection of the 600 foot beach area, as described in paragraph 4 of this Resolution.

The amount accumulated in the fund paid by the unit owners to date in the approximate amount of \$55,000.00 may be transferred to the account for the benefit of the 600 foot beach area. The collection at the rate of \$25.00 per annum per unit shall continue until said fund contains \$250,000.00. The fund may be used, at the direction of the unit owners association, for the repair and maintenance of the break wall, groins, revetment, and any improvements to the beach area such as replenishment of sand or dredging.

The covenants and deed restrictions for the 1,300 foot area of shoreline protection for the North Shore Estates area are to provide for maintenance and repair of said shoreline protection at the sole cost and expense of the individual property owners of sub-lots 13 through 22.

The Trustees hereby authorize amendment of the FPUD restrictions and the deed restrictions and By-Laws by revising the Master Declarations in accordance with the terms set forth herein.

The adjustment in the assessment and collection of the \$25.00 fee for the Property south of Lake Road shall become effective upon filing of the deed restrictions for the North Shore Estates and the Villa Grand areas.

3. Article VII – Section 11 – Lakes and water bodies to be amended as follows:
Fishing in the natural streams located within the limits of the common lands which are owned and controlled by the Lake Erie Shores Homeowners Association will now be permitted but only for the “exclusive use” of the

residents of Lake Erie Shores. The residents of Lake Erie Shores south of Lake Road now have the exclusive rights for fishing in the southern common areas and the residents north of Lake Road have the exclusive fishing rights to their northerly common areas. Specific care to be taken not to enter private residential property unless it is the property of the person wishing to fish in the stream behind their own property. Other residents must enter and exit stream areas through common areas provided by the Association. No improper actions or loud boisterous mannerisms are permitted which could be disturbing to the nearby Lake Erie Shores residents. All other provisions within the original section eleven will remain intact.

- Article VIII – Section 8 – Easements running with the land to be amended as follows: A conservation/environmental easement has now been placed at the rear section of North Shore Estates sublots 24, 25 and 30. These areas are protected and under the jurisdiction of the Army Corps of Engineers and/or the Ohio Environmental Protection Agency. These areas are to be kept in natural condition. These areas are to be protected and maintained by the individual owners of each of these lots and can be entered into and walked through but not destroyed or disturbed in any way. No placement of any structure to be placed in these areas and trees are not to be cut unless they pose a potential hazard to life and property.

IN WITNESS WHEREOF, LAKE ERIE SHORES DEVELOPMENT, LLC has signed this document this 7th day of June, 2006.

Signed and acknowledged
In the presence of :

(print witness name)

Lake Erie Shores Development, LLC

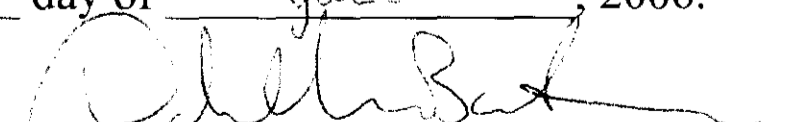


Michael DiSanto
Its: President

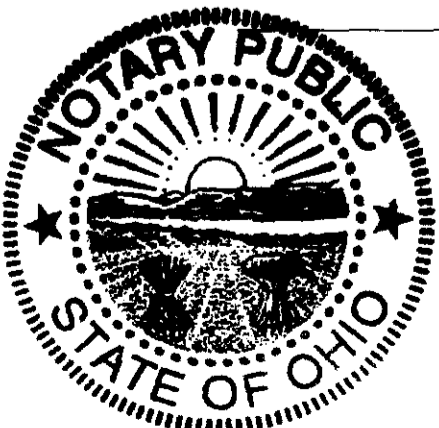
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LAKE ERIE SHORES DEVELOPMENT, LLC** and Ohio limited liability company, by **MICHAEL DISANTO**, its President, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is their free act and deed as such President and the free act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio, this 7th day of June, 2006.



Notary Public



DEBRA L. LOVE-BARSTOW
Notary Public
In and for the State of Ohio
My Commission Expires Dec. 29, 2009