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# COUNTY OF LAKE

**FRANK A. SUPONCIC, CPA, CFE**  
**RECORDER**

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LAKE COUNTY OHIO  
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FRANK A SUPONCIC, CPA, CFE  
LAKE COUNTY RECORDER  
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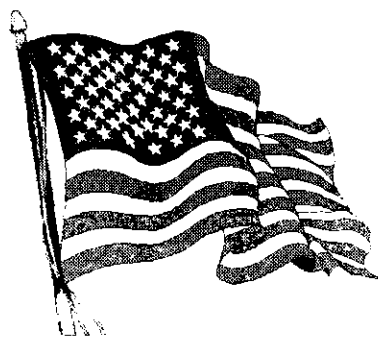
## **IMPORTANT RECORDING INFORMATION**

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**EIGHTH AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF LAKE ERIE SHORES**

This *Eighth Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores* ("Eighth Amendment") is made by **Lake Erie Shores Development, LLC**, an Ohio limited liability company ("Developer") as of the 6 day of FEBRUARY, 2008.

**RECITALS:**

A. Developer executed that certain *Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores* dated April 30, 2002 and filed for record on May 9, 2002 as **Instrument No. 2002R023781** of the Lake County Recorder's Records (the "Original Declaration").

B. Developer has subsequently amended the Original Declaration (as amended, the "Declaration") pursuant to the following instruments (collectively, the "Amendments"):

- (1) *Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 Through 102, Inclusive, Lake Erie Shores, Phase I, and All Subsequent Future Phases, Painesville Township, Lake County, Ohio* dated April 23, 2002 and filed for record on May 9, 2002 as **Instrument No. 2003R024450** of the Lake County Recorder's Records (the "First Amendment").
- (2) *Amendment and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 Through 252, Inclusive, Lake Erie Shores, Phase I, II, III and All Subsequent Future Phases, Painesville Township, Lake County, Ohio* dated October 20, 2004 and filed for record on October 26, 2004 as **Instrument No. 2004R050271** of the Lake County Recorder's Records (the "Second Amendment").
- (3) *Amendment and Additions to the Master Declaration of Covenants [sic], Conditions and Restrictions for Lot Nos. 1 Through 252, Inclusive, Lake Erie Shores, Phase I, II, III and, North Shore Estates, Phase V, Lots 1 Through 56, Inclusive All Subsequent Future Phases, Painesville Township, Lake County, Ohio* dated March 28, 2005 and filed for record on March 3, 2005 as **Instrument No. 2005R012444** of the Lake County Recorder's Records (the "Third Amendment").
- (4) *Amendment and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 Through 302, Inclusive, Lake Erie Shores, Phase I, II, III, IVA, and IVB and All Subsequent Future*

**003558**

*Phases, Painesville Township, Lake County, Ohio* dated September 22, 2005 and filed for record on October 4, 2005 as **Instrument No. 2005R043348** of the Lake County Recorder's Records (the "Fourth Amendment").

- (5) *Amendment and Additions to the Master Declaration of Covenants [sic], 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* dated June 7, 2006 and filed for record on June 15, 2006 as **Instrument No. 2006R024098** of the Lake County Recorder's Records (the "Fifth Amendment").
- (6) *Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores, Painesville Township, Lake County, Ohio* dated December 14, 2006 and filed for record on December 21, 2006 as **Instrument No. 2006R051045** of Lake County Recorder's Records (the "Sixth Amendment").
- (7) *Seventh Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores* dated December 14, 2007 and filed for record on December 17, 2007 as **Instrument No. 2007R042501** of Lake County Recorder's Records (the "Seventh Amendment").

C. Pursuant to the terms of Article XI, Section 6(a) of the Declaration, Developer has retained the right to amend the Declaration until such time as Developer has completed the sale of all Parcels (this and all other capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration).

D. Developer desires to amend and restate Article VII, Section 16 in its entirety in order to clarify the provisions in said section as amended.

**Accordingly, the Declaration is hereby amended as follows:**

1. Article VII, Section 16-Residential Requirements of the Declaration, as modified by the Amendments, is hereby amended and restated in its entirety as follows, effective as of the date of the recording of the Original Declaration:

**See text of new Article VII, Section 16 on following pages.**

**Article VII, Section 16 - Residential Requirements**

**(a) Minimum Living Unit Square Footage**

- (i) With respect to those Parcels situated south of Lake Road only, the minimum square footage of each Living Unit to be constructed shall be as set forth in the table below.

	<u>Housing Type</u>	<u>Minimum Square Footage</u>
(i)	One story single-family residence	1,350
(ii)	One and one half story single-family residence	1,500
(iii)	Two story single family residence	1,600
(iv)	Condominium unit	1,200

- (ii) With respect to those Parcels situated north of Lake Road only, the minimum square footage of each Living Unit to be constructed shall be as set forth in the table below.

	<u>Housing Type</u>	<u>Minimum Square Footage</u>
	One story single-family residence	1,800
	One and one half story single-family residence	2,200
	Two story single family residence	2,400

- (iii) The square footage of each Living Unit in subsections (i) and (ii) above shall be calculated from the length and width dimension shown on the proposed floor plans. Areas that shall not be included in the minimum square footage calculation are garage, enclosed basement area, sun porches not heated for year round use, breezeways, crawl spaces and attics. The foregoing minimum square footage requirements may be increased by the Developer for any Neighborhood pursuant to a Neighborhood Declaration.

(b) **Garages**

- (i) Each Living Unit shall have a minimum of a two (2) car attached side or front entry garage.
- (ii) With respect to those Parcels north of Lake Road only, in addition to the two (2) car minimum set forth above, all garages must measure at least 24' by 24' in dimension as measured from outer walls.

(c) **Sidewalks** With respect to the entire Property, concrete sidewalks shall be constructed in the public right of ways and shall be installed on each Parcel by each Parcel's Owner with the construction of each Living Unit located on each Parcel or within six (6) months of occupancy of each Living Unit, weather permitting. Such sidewalks are required to be repaired and maintained or replaced by the Parcel's Owner as needed throughout the life of the Unit. If a section of sidewalk should become dangerous and unsafe and is not corrected by the Owner of said Parcel, the Master Association may, but shall not be obligated to, correct the problem and assess the Owner.

(d) **Lawns** Grass lawn and shrubbery between the roadway and rear yard of each Living Unit shall be installed within ten (10) months after completion of the Living Unit.

(e) **Roof Pitch** No Living Unit shall have a roof pitch of less than 6/12.

(f) **Front Elevations**

- (i) Each Living Unit shall have brick or stone to grade at all front elevations.
- (ii) With respect to those Parcels situated north of Lake Road only, each Living Unit shall have brick or stone or dryvit, to grade, around the entire perimeter of its foundation. Further, 100% of the front elevation of each Living Unit shall be constructed of natural product (e.g. stone, brick, cedar, dryvit, hardie board, and vinyl shake designed horizontal siding shall be permitted). Further, the garage walls of all garages constructed on Sublots 2, 33 and 38 shall likewise be constructed of natural products on their front elevations due to their exposure to the main streets.

(g) **Roof Shingles** All roof shingles must be of architectural grade design.

(h) **Landscape Mounds** With respect to any Parcel which has a landscape mound on or near its rear property line, except those backing up to Lake Road, the Owner of such Parcel must maintain the grass and any trees located in such landscape mound area and in a manner in accordance with any restrictions or regulations placed by the Master Association. Notwithstanding the foregoing, the Owner maintenance responsibility set forth in this subsection shall not apply to (and shall be expressly prohibited with respect thereto) any landscape mounds which are required by any environmental covenants, easements and/or other restrictions to be maintained in their natural state as provided therein.

(i) **Maintenance of Certain Areas** The Owner of any Parcel which lies adjacent to a portion of the Common Area, which portion is identified and intended by the Master Association to be maintained as grassy area and which is identified by the Master Association as an area which cannot be accessed by the Master Association for maintenance, shall maintain such portion subject to the Master Association's prior approval. Such Owner's maintenance of such portion shall be performed in a manner consistent with the overall appearance of the surrounding area and shall be performed in accordance with this Declaration and any rules and guidelines as may be issued by the Master Association. Notwithstanding the foregoing, the Owner maintenance responsibility set forth in this subsection shall not apply to (and shall be expressly prohibited with respect thereto) any portions of such Common Areas or Parcels which are required by any environmental covenants, easements and/or other restrictions to be maintained in their natural state as provided therein.

(j) **Protected Wetland Areas; Common Open Space** Any Parcel Owner which may have protected wetland areas, common area (or open space), or environmental covenant areas behind their rear property line or beyond their side property line(s) can not destroy or alter these areas in any way.

(k) **Playground Equipment and Storage Sheds**

- (i) All playground equipment and storage sheds shall be kept in rear yards at least five feet (5') from neighboring property lines and shall conform to all other requirements of Painesville Township Zoning Codes.
- (ii) With respect to those Parcels situated south of Lake Road only, out-buildings or exterior storage sheds are to be of the same materials, color and overall appearance of the main Living Unit. No aluminum, PVC, plastic, Rubbermaid™ (or similar kind), or any other foreign type material shed is permitted.
- (iii) With respect to all those Parcels situated north of Lake Road only, no out-buildings or other exterior storage sheds are allowed on any Parcel. All storage shall be contained within the structure of any Living Unit located on such Parcels. Notwithstanding the foregoing, small patio-style storage containers placed within patio areas are permitted on such Parcels.

(l) **Streets** No Owner shall damage any streets within the Property nor permit any of Owner's contractors, builders or materialmen to damage said streets during the period of any construction for Owner. In the event of any damage to any streets within the Property caused by Owner or Owner's contractors, builders or materialmen, the Owner shall be personally liable for any cost of repairing such street, including any damage to the street curbs, and shall hold the Developer, its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street, curbs, etc. In the event that Owner or Owner's contractors, builders or materialmen damage the street or curb area, and such damage is repaired by the Developer, Owner shall promptly reimburse Developer upon receipt of an invoice for the reasonable cost of the same.

(m) **No Direct Access to Lake Road** There shall be no direct vehicular ingress or egress access permitted over, across or through any Parcel or Common Area to Lake Road.

(n) **Building Areas** All Parcels have specified building areas identified on the Plats creating such Parcels (or such sublots as the Parcel may otherwise be known) which Plats show the overall building areas and limits as well as designated garage locations for each Parcel. The Owners and Owner's contractors, builders or materialmen are bound and restricted to build Living Units and all other improvements on each Parcel only within such building areas and in accordance with such Plats.

(o) **Mailboxes**

(i) With respect to those Parcels situated south of Lake Road only, all mailboxes shall be installed by the Owner and/or their Builder and shall conform to the approved style and design as determined by the Developer and/or Master Association. No additional newspaper boxes and/or posts are permitted along side of the approved mailboxes.

(ii) With respect to those Parcels situated north of Lake Road only, all mailboxes shall be installed by the Owner and/or their Builder and shall conform to the approved style and design as determined by the Developer and/or Master Association. No additional newspaper boxes and/or posts are permitted along side of the approved mailboxes.

(p) **Fencing**

(i) With respect to those Parcels situated south of Lake Road only, fences will be permitted around the side and rear yards of each Parcel provided they adhere to the zoning codes of Painesville Township. Galvanized or vinyl fencing will be permitted provided that the posts and fencing are of acceptable color (i.e. white, black, green or brown) and are not of the natural aluminum or galvanized color. Cedar, vinyl or wood products and other decorative fences

will also be permitted. The Developer and/or the Master Association shall retain the right to approve or otherwise regulate any design of such fencing.

- (ii) With respect to those Parcels situated north of Lake Road only, all side and rear yard fences must be of a uniform style and color as determined by Developer and/or Master Association, as currently described as "Classic Style Black Aluminum", and shall be the same style and color as that fencing installed at the entryway to North Shore Estates. No fencing along any side or rear yard shall exceed 48" in height, provided, however, that fencing installed around in-ground swimming pools shall be a minimum of 60" and a maximum of 72" in height.

**(q) Local Service Drainage Easements** Local service drainage easements at the rear of the following sublots, excluding the basin areas which are to be maintained by the Master Association, must be maintained by the Owners in accordance with the terms of the Declaration: 105 through 125, 131, 132, 133, 134, 139, 140, 141, 142 and 157 through 161.

**(r) Swimming Pools**

- (i) With respect to those Parcels situated north of Lake Road only, no above ground swimming pools are permitted. Any and all swimming pools must be installed in-ground and must be enclosed with fencing a minimum of 60" and a maximum of 72" in height. Such enclosure fencing shall be in the style and color as further described in Section 16(p) above.
- (ii) With respect to those Parcels situated south of Lake Road only, above ground and in-ground swimming pools are permitted. Any and all in-ground swimming pools must be enclosed with fencing a minimum of 60" and a maximum of 72" in height. Such enclosure fencing shall be in the style and color as further described in Section 16(p) above.

**(s) Temporary Electric Power** With respect to those Parcels situated north of Lake Road only, all Owners shall provide their own temporary electric power to their Parcel prior to the commencement of any construction of any Living Unit on such Parcel.

**(t) Temporary Facilities** With respect to those Parcels situated north of Lake Road only, all Owners and/or Builders shall provide temporary portable toilet facilities and trash dumpsters during the construction of any Living Unit on such a Parcel, provided, however, such requirements may be met if such Owner or Builder has access to such facilities and/or dumpsters situated on an immediately adjacent lot which it owns or controls.

**(u) Trash Removal** With respect to those Parcels situated north of Lake Road only, all rubbish hauling for all Living Units shall be arranged through one company as



may be selected by the Master Association, the cost of which shall be proportionately charged to each Owner served.

(v) **Preservation Easements** Notwithstanding subsections (i) and (j) above, certain preservation easements have been or may be granted by Developer and/or Master Association and certain wetlands have been or may be designated by Developer and/or Master Association across portions of certain Parcels, including, but not limited to the following: 45' easement exists at the rear of Sublots 151 through 156; 35' easement at the rear of Sublots 143 through 150; and certain lots in Phase III on the westerly section of Outrigger Cove will have similar easements and restrictions. The Owner of any Parcel subject to any such preservation easements or otherwise designated as a protected wetland area shall abide by the terms and conditions of any such preservation easements or restrictions governing such protected wetlands and shall maintain such preservation easement areas or wetland areas in their natural state and shall not cut or otherwise remove any trees or other vegetation from such areas unless the same are dying or otherwise diseased and the Owner has obtained the prior approval of the Master Association for such cutting or removal.

2. **NO OTHER AMENDMENTS.** Except as amended or modified by the Amendments, or this Eighth Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

3. **REFERENCES TO DECLARATION.** Each reference to the Declaration that is made in the Declaration and in any other document or instrument shall, from and after the date of this Eighth Amendment, be deemed to be a reference to the Declaration, as amended by the Amendments and this Eighth Amendment.

4. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Eighth Amendment shall not affect or impair the validity or enforceability of any other provision of this Eighth Amendment.

**Remainder of this Page Left Blank.**

IN WITNESS WHEREOF, this Eighth Amendment is effective as of the day and year first above written.

Developer:

Lake Erie Shores Development, LLC  
an Ohio limited liability company

By: DiSanto Enterprises, Inc.  
Sole Member and Manager

By: Michael DiSanto  
Michael DiSanto, President

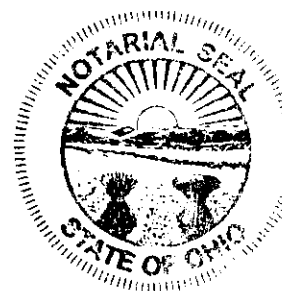
State of Ohio )  
County of Cuyahoga ) ss:

Before me, a notary public, in and for said county and state, personally appeared Michael DiSanto, President of DiSanto Enterprises, Inc., an Ohio corporation, sole member and manager of Lake Erie Shores Development, LLC, an Ohio limited liability company, who acknowledged to me that he did execute the foregoing instrument on behalf of Lake Erie Shores Development, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 6<sup>th</sup> day of February, 2008.

Gail DiPerna  
Notary Public

This instrument prepared by:  
Megan K. Roberts, Esq.  
Ulmer & Berne LLP  
1660 West 2nd Street, Suite 1100  
Cleveland, Ohio 44113-1448  
(Phone) 216-583-7182  
(Fax) 216-583-7183



GAIL DIPERNA  
Notary Public  
Notary for the State of Ohio  
My Commission Expires  
August 24, 2008

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