

**AMENDMENT AND ADDITIONS TO THE MASTER
DECLARATION OF COVENANS, CONDITIONS AND RESTRICTIONS
FOR LOT NOS. 1 THROUGH 252, INCLUSIVE,
LAKE ERIE SHORES, PHASE I, II, III AND ALL SUBSEQUENT FURTHER
PHASES, PAINESVILLE TOWNSHIP, LAKE COUNTY, OHIO**
(“Amended Declaration”)

THIS AMENDMENT TO THE DECLARATION is made as of this _____ day of _____, 2004.

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 I Section 1h, Living Unit, to be Amended as follows, Condominium units “can” be a stacked unit as long as it is approved by the Township Trustees and Lake County and only be located on the townhome section of property on the North Side of Lake Road.
2. Article II-Property Subject To This Master Association Section 1- The Property To now include specifically North Shore Estates at Lake Erie Shores consisting of 56 single family lots on the north side of Lake Road and part of the original 5 parcels making up Lake Erie Shores. North Shore Estates will have all of the rights and privileges and responsibilities of the master association with the only difference being in the name, North Shore Estates, and changes to other articles addressed above in this amendment.
3. Article V- Master Associations and Owners Maintenance Responsibility. Section 1-i. The rear yards, costal area adjacent to the Lake in the rear of and part of units 13-22 on the north side will be the total responsibility of each unit owner. Up keep, maintenance, repair and or replacement of areas directly on the beach and water and lands above shoreline rock protection within units deeded

boundaries are all part of said owners maintenance. The future townhome portion of the north side of Lake Erie Shores consisting of 900 plus lineal feet of shoreline will be the total responsibility of the Townhome Association for maintenance and repairs of the shoreline directly in the costal area adjacent to their property. Shoreline protection was installed by developer and other than minor maintenance, no major expenses, under normal circumstances, should be experienced for many years.

1j- Cement retaining walls along roadway and at cul-de-sac on north shore drive on North Side of Lake Erie Shores will be the responsibility of the Master Association for future repairs.

4. Article VI Section 7- Effect of non-payment of assessment; personal obligation of the owner, the lien, remedies of the master association- To be amended to read as follows:

The association shall have a lien upon each lot owner and/or Condo owner's ownership interest for the payment of all assessments levied by the association against such owner which remains unpaid for Ten (10) days after the same had become due and payable including the accumulation of 1 ½% interest per month thereon. Said lien shall be effective from and after the time of recording "Certificate of Lien" with the County Recorder of Lake County, Ohio. The "Certificate of Lien" shall set forth the legal description of the lot and/or Condo Unit, the names of the owner, the amount due, and date when due. Said "Certificate of Lien" shall be executed and verified by an officer of the association or by a management agent of the Association. Said lien shall remain valid for the period of Five (5) years from the date of filings, unless sooner released or satisfied in the same manner provided by law for the release of liens on real property; or through discharge by Final Judgement or Order of a Court. Said "Certificate of Lien" shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of such Certificate. Liens for Association Dues or assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real Property. In any such case, the owner shall be required to pay, as a matter of law, for a receiver to collect the same, hence the Association may also bring a suit to recover a money judgement for the unpaid assessment and all attorney fees and legal costs involved to collect such lien and or dues without waiting the lien securing the same, It being understood that the lot and/or Condo owner shall be personally liable for any unpaid and outstanding assessments and dues against their Real Property.

5. Article VII Section 16, Residential Requirements, to be amended to read as follows:
16P. Fences will be permitted around the sides and rear of each dwelling 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 color ie, white, black, green or brown. No aluminum or galvanized color. Cedar, vinyl or

wood products and other decorative fences will also be permitted. No fences above 60” will be permitted on lots 1-56 on North Side of Lake Road.

6. Article VII Section 16, Residential requirements to be amended, “only for the single family units being constructed on the North Side of Lake Road.” Lot numbers 1 through 56.

16 a,- i) One story single family residence minimum 1800 square feet. ii) One and one half story single family residence minimum 2200 square feet. iii) Two story single family residence, minimum 2400 square feet.

16f. All houses shall have brick or stone or dryvit, to grade, entire perimeter of foundation and 70% of front elevation to be of a natural product, i.e. stone, brick, cedar.

16k. No storage sheds of any type can be placed on property of those units on lots 13-22 which are located directly on the bluff overlooking Lake Erie. All storage must be incorporated within the structure.

16o. Rubbish hauling for all homes and townhomes to be handled and arranged by one company for simplicity and cost effectiveness.

IN WITNESS WHEREOF, LAKE ERIE SHORES DEVELOPMENT, LLC has signed this document this _____ day of _____, 2004.

Signed and acknowledged
In the presence of :

Lake Erie Shores Development, LLC

(print witness name)

Michael DiSanto
Its: President

STATE OF OHIO)
)
SS:
COUNT 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 _____, Ohio, this _____ day of _____, 2004.

Notary Public