

# COPY COUNTY OF LAKE

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

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LAKE COUNTY RECORDER  
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**SEVENTH AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF LAKE ERIE SHORES**

This *Seventh Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores* ("Seventh Amendment") is made by **Lake Erie Shores Development, LLC**, an Ohio limited liability company ("Developer") as of the 14 day of December, 2007.

**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:

- (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*

ALL TITLE SERVICES, INC.

ORDER NO. ACC-07

*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").

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 has not yet sold all of the Parcels, and desires to amend the Declaration by this Seventh Amendment in order to:

- (1) clarify the effect of the terms and conditions set forth in First Amendment, Second Amendment, Third Amendment, Fourth Amendments, Fifth Amendment and Sixth Amendments (collectively, the "Amendments") on the terms and conditions set forth in the Declaration as a whole;
- (2) amend Article V, Section 1 of the Declaration to include the responsibility on the Master Association to maintain those portions of the Common Areas in accordance with any environmental covenants, easements and/or restrictions as may be granted or executed by the Master Association over the Common Areas;
- (3) amend Article VII, Section 16(i) to amend the obligations and restrictions applicable to the Owners with respect to maintaining those portions of the Common Area which may be contiguous to the Owner's Lot and which are not accessible by the Master Association;
- (4) amend Article VIII to include a new Section 6A- Environmental Covenants conferring the right on the Master Association to execute any environmental covenants, easements and/or restrictions with respect to the Common Areas; and

- (5) amend Article I, Section 1, Item (b), Definition of Common Areas to include those areas known or labeled as "Open Space" on those plats of the Property which appear as exhibits to the Declaration and/or as filed of record in the Lake County Recorder's Records.
- (6) amend Article VII, Section 16(q) to amend the obligations of Owners with respect to maintenance of the local service drainage easements.

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

1. Effect. The terms and conditions in each of the Amendments are hereby clarified and shall operate to amend the Declaration in the manner as noted below:

A. First Amendment

- (1) With respect to Article VII, Section 16(c), the language in the First Amendment replaced the pre-existing text in its entirety. With respect to Article VII, Section 16(i) and (k), the language in the First Amendment added to or revised, but did not replace in its entirety, the pre-existing text. The changes made to Sections 16(o) and (p) in the First Amendment were overruled by the Third Amendment. With respect to Article VII, the First Amendment created new Section 16(q).
- (2) With respect to Article VII, Section 7, the term "motorcycles" was intended to be added to the list of vehicles enumerated in the first sentence of said section only.
- (3) With respect to Article VIII, Section 4, the language in the First Amendment added to or revised, but did not replace in its entirety, the pre-existing text.

B. Second Amendment

- (1) With respect to Article I, Section 1(h), the language in the Second Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (2) With respect to Article II, the language in the Second Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (3) With respect to Article V, the Second Amendment created new Sections 1(i) and 1(j).
- (4) With respect to Article VI, Section 7, the language in the Second Amendment replaced the pre-existing text in its entirety.

- (5) With respect to Article VIII, Section 16, the changes made to this section in the Second Amendment were overruled by subsequent changes made in the Third Amendment.

C. Third Amendment

- (1) With respect to Article IV, the Third Amendment created a new Section 3.
- (2) With respect to Article VII, Section 4, the language in the Third Amendment added to or revised, but did not replace in its entirety, the existing text.
- (3) With respect to Article VII, Section 16, language in the Third Amendment restricted Section 16 as affecting only North Shore Estates, Lot Numbers 1 through 56.
- (4) With respect to Article VII, Section 16, the Third Amendment created new Subparagraphs (a), (b), (f), (k), (p), (o), (r), (s), (t) and (u).

D. Fourth Amendment

With respect to Article II, Section 1, the Fourth Amendment expanded the Property to include Lake Erie Shores Phase IVA. The rights reserved into the Developer, and its successors and assigns, as contained in the pre-existing text of Article II, Section 3 remain in full force and effect.

E. Fifth Amendment

- (1) With respect to Article V, Section 1(f), the language in the Fifth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (2) With respect to Article VI, Section 2, the language in the Fifth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (3) With respect to Article VII, Section 11, the language in the Fifth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (4) With respect to Article VIII, Section 8, the language in the Fifth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.

F. Sixth Amendment

- (1) With respect to Article V, Sections 1(b) and (c), the language in the Sixth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.
- (2) With respect to Article V, Section 1(e), the language in the Sixth Amendment added to or revised, but did not replace in its entirety, the pre-existing text.

2. Article V, Section 1- Master Association's Maintenance Responsibility of the Declaration shall be amended and revised to include the responsibility of the Master Association to landscape and maintain (or return to their natural state as the case may be) any portions of the Common Areas which may be subjected to any environmental covenants, easements and/or restrictions granted or executed by the Master Association (or placed by operation of law) in accordance with the terms and conditions contained in such covenants, grants and/or restrictions. All other terms and conditions in said Article V, Section 1 of the Declaration shall remain in full force and effect.

3. Article VII, Section 16(i) - The language in Article VII, Section 16(i) of the Original Declaration is hereby deleted in its entirety and is replaced with the following language:

(i) The Owner of any Lot 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 Lots which are required by any environmental covenants, easements and/or other restrictions to be maintained in their natural state as provided therein.

4. Article VIII, Section 6A - Environmental Covenants, Easements and Restrictions, at set forth below, is hereby created and incorporated into the Declaration:

Article VIII - Section 6A- Environmental Covenants, Easements and Restrictions

There is hereby reserved in favor of the Developer and granted to the Master Association, its successors and assigns, an easement upon, over, through and under all of the Common Areas for ingress, egress, installation, replacement, demolition, repair and maintenance of all portions of the Common Areas, as the Master Association may determine necessary in order to comply with any environmental covenants, easements and restrictions placed on the Common Areas, whether by grant by the Master Association or by operation of law. There is hereby reserved in favor of the Master Association the right (but not the

obligation) to grant and execute any environmental covenants, easements and restrictions over the Common Areas at it may determine necessary or appropriate in its sole discretion without obtaining the consent or approval of Owners and/or any other Persons.

5. Article VIII, Sections 7 and 8 of the Declaration are hereby amended to apply to and include those environmental covenants, easements and/or restrictions that may be granted or executed by the Master Association in accordance with Section 6A. All rights, powers and duties conferred on the Master Association in said sections shall hereby be extended to include any rights, powers and duties which may arise with respect to such environmental covenants, easements and/or restrictions. All other terms and conditions in said Article VIII, Sections 7 and 8 of the Declaration shall remain in full force and effect.

6. Article I, Section 1, Item (b), Definition of "Common Areas" shall include those areas known or labeled as "Open Space" on those plats of the Property which appear as exhibits to the Declaration and/or as filed of record in the Lake County Recorder's Records.

7. Article VII, Section 16 (q) – The Language in Article VII, Section 16 (q) of the Declaration is hereby deleted in its entirety and is replaced with the following language:

(q) 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.

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

9. 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 Seventh Amendment, be deemed to be a reference to the Declaration, as amended by the Amendments and this Seventh Amendment.

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

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IN WITNESS WHEREOF, this Seventh 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 14<sup>th</sup> day of December, 2007.

Lisa N. Sneiderman  
Notary Public

This instrument prepared by:  
Megan K. Roberts, Esq.  
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**LISA NOVACK  
SNEIDERMAN**  
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NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Has No Exp. Date  
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