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**BRIDGESIDE PUD**

**RESTRICTIONS, RESERVATIONS AND COVENANTS**

These Restrictions, Reservations and Covenants (hereinafter referred to as the "Restrictions") made, executed and delivered this 17<sup>th</sup> day of Dec., 2002, in the City of North Olmsted, County of Cuyahoga and State of Ohio, by **SHORE WEST CONSTRUCTION COMPANY**, an Ohio corporation (hereinafter referred to as the "Grantor");

**WITNESSETH**

WHEREAS, Grantor is the owner of the land located in the City of Avon Lake, Lorain County, Ohio, known as Bridgeside Subdivision Planned Unit Development and described in Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as the PUD); and

WHEREAS, Grantor has established sublots within the PUD; and

WHEREAS, Grantor desires to establish a residential community; and

WHEREAS, Grantor intends to construct single family homes on the sublots of the PUD and to establish a residential community known as Bridgeside; and

WHEREAS, Grantor desires to provide for the preservation of the value and amenities of the PUD, Lots and Residences, and for the maintenance of the Common Areas which shall be used for the benefit of all of the Residences and Owners, and in connection therewith to subject the Lots now owned by Grantor to the covenants, restrictions, easements, charges, liens and obligations hereinafter set forth, and each or all of the same are hereby declared to be and are for the benefit of the PUD, Lots, Residences and Grantor and present and future Owners thereof; and

WHEREAS, Grantor desires to impose, and agrees to the imposition of, certain restrictions, reservations, conditions, easements, limitations, agreements, covenants and obligations upon the PUD and Lots intending to provide a common and overall plan for the development of the PUD, Lots and Residences for the protection of all future Owners of any part of the PUD, Lots and Residences which may be constructed upon the Lots and/or upon all or any part of the PUD; and

WHEREAS, Grantor has deemed it desirable for the preservation of the values and amenities of the PUD, Lots and Residences to establish an entity to which will be, at the time set forth herein, assigned the powers and duties of maintaining and administering the "Common Areas" and administering and enforcing the Restrictions, and collecting and disbursing funds to pay the Association Expenses as hereinafter provided for.

NOW, THEREFORE, Grantor shall and does hereby declare that the PUD, Lots and Residences and such additions thereto as may be hereafter made, are and shall be held, used, occupied, transferred, sold and/or conveyed subject to the restrictions, rights, reservations, easements, limitations, agreements, covenants, conditions, assessments, charges and/or liens hereinafter set forth.

## **ARTICLE I**

### **DEFINITIONS**

1. **AMENDMENT CERTIFICATE.** The term "Amendment Certificate" shall mean a written instrument executed, acknowledged and delivered by Grantor and filed for record with the Recorder of Lorain County, Ohio, providing for the addition of any other land which will then be subject to the terms of the Restrictions and/or providing for an amendment, addition or deletion of any term of the Restrictions, and such instruments shall set forth therein the volume and page number of the recording of the Restrictions and the prior Amendment Certificate(s).
2. **ASSOCIATION.** The term "Association" shall mean an Ohio corporation organized not for profit by Grantor for the management and administration of the Common Areas, for the performance of the duties provided for in these Restrictions and for the administration of the terms of the Restrictions after the expiration of the period of time the Grantor has reserved the right to administer the same. Except as the context otherwise requires, "Association" shall mean the Board of Trustees acting on behalf of the Association.
3. **ASSOCIATION EXPENSES.** The term "Association Expenses" shall mean all costs, fees and charges, including, but without limitation, any management fee or charge for the repair, care, maintenance and management of the Common Areas, all costs for capital replacements or capital repairs or major repairs for the Common Areas; all payments to employees or agents for services in the care, repair, maintenance, management and operation of

the Common Areas; all insurance premiums for fire and extended coverage insurance and public liability insurance maintained by the Association for the Common Areas; all professional fees to advisors of the Association in connection with the management and operation of the Association; all real estate taxes and assessments, general and special, which encumber all or any part of the Common Areas all personal property taxes with respect to any personal property owned by the Association; all costs, fees and charges, including without limitation, management fees and insurance premiums, for the repair, care, maintenance, replacements, management, and operation of all property and facilities maintained by the Association; and all other expenditures by the Association of any kind, nature and description authorized by the Board of Trustees for the care and benefit of the Common Areas and any other property or facilities maintained by the Association.

4. **BRIDGESIDE.** The term "Bridgeside" shall mean the name that identifies the collective community of homes and/or condominiums constructed in the PUD, and any additions thereto which Grantor elects to add pursuant to the terms hereof.

5. **COMMON AREAS.** The term "Common Areas" shall mean that portion of the PUD which the Grantor designates as being property which will be owned by Grantor for the benefit of the Owners and Residences and which will be transferred by the Grantor of the Association within fifteen (15) years from the Recording Date.

6. **LOTS.** The term "Lots" shall mean the sublots established by Grantor within the PUD.

7. **OWNER.** The term "Owner" shall mean any person who acquires title to any portion of the PUD, which is then subject to the Restrictions, other than Grantor.

8. **RECORDING DATE.** The term "Recording Date" shall mean the date when the Restrictions are recorded for record with the Recorder of Lorain County, Ohio.

9. **RESIDENCES.** The term "Residences" shall mean the single family dwellings or condominium units which may from time to time be constructed upon any portion of the PUD, which are subject to the terms hereof.

10. **BRIDGESIDE SUBDIVISION PLANNED UNIT DEVELOPMENT.** The term "The PUD" shall mean the real property described in Exhibit A.

## **ARTICLE II**

### **GENERAL RESTRICTIONS**

The PUD, the Lots and Residences, shall be used, held, occupied and conveyed solely and exclusively for residential purposes, and for Common Areas as provided herein. No building or structure, or any additions thereto or alterations thereof, shall be erected, placed or suffered to remain upon any of the PUD, or the Lots other than residential dwellings and garages for the

exclusive use of the occupants of residential dwellings and their invitees, and any other structures which service the residential dwellings and/or provide for facilities for the use of the Owners of the PUD, the Lots and Residences.

### ARTICLE III

#### **BUILDING AND USE RESTRICTIONS**

1. **BRIDGESIDE SUBDIVISION PLANNED UNIT DEVELOPMENT.** No dwelling shall be erected, altered, placed, or suffered to be upon any part of the PUD, and the Lots unless such dwelling is a single family residential dwelling and/or attached single family residential dwellings.

2. **VARIANCES.** If in the opinion of the Grantor during a fifteen (15) year period after the Recording Date, or if in the opinion of the Association after the expiration of said fifteen (15) year period, the shape, dimension, and/or topography of any part of the PUD or any Lot, or any other reason as determined by the Grantor during the aforesaid fifteen (15) year period, and as determined by the Association after the expiration of the fifteen (15) year period, the enforcement of any of the provisions of the Restrictions with respect to any matter set forth herein would work a hardship upon that portion of the PUD or any Lot, then the Grantor, within the original fifteen (15) year period, and the Association after the expiration of said fifteen (15) year period may modify the Restrictions with respect thereto so as to permit different restrictions on any Lot or any part of the PUD or, if approved by the required governmental authority, subdivide or resubdivide any and all of the PUD or Lots if, in Grantor's judgment during the first fifteen (15) year period, and after the expiration of said fifteen (15) year period, in the Association's judgment such modifications or subdivision will not do actual substantial material damage to any abutting or adjacent part of the PUD or any Lot.

3. **ARCHITECTURAL COMPATIBILITY.** Grantor reserves the right to establish the architectural compatibility, if any, of the structures to be erected upon all or any part of the PUD and Lots and nothing contained herein shall constitute a representation, warranty or promise by Grantor that the residential dwellings to be constructed upon the PUD and/or Lots shall all be architecturally compatible.

4. **PUD CONSTRUCTION.** No Residence shall be constructed or erected or permitted to remain upon any part of the PUD, unless such Residence shall comply with the following general restrictions, provided, however, that for fifteen (15) years from the Recording Date, Grantor reserves the right to alter or vary the restrictions hereinafter set forth in Grantor's sole and absolute discretion, so long as such variance, in Grantor's reasonable judgment, will not substantially and actually materially damage the Residence immediately adjacent to the Lot to which such change is applicable, and all questions aesthetics, shall be determined by Grantor in Grantor's sole discretion.

- a. No Residence shall be placed on any Lot nearer to the street than the set-back line shown with respect to the Lot on the recorded subdivision plat.

b. No buildings or structures, or any additions thereto, or alterations thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot or part of the PUD, unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme therefor, the grading plan of the Lot, including the grade elevations of said buildings and structures, the plot plan showing the proposed location of said buildings or structures upon the Lot, and the plans, specifications and details of said buildings or structures, shall have been approved in writing by the Grantor during the first fifteen (15) years from and after the Recording Date, and thereafter, such approval shall be given by the Association. A true copy of said plans, specifications and details shall be lodged permanently with the Grantor if the same are to be approved by Grantor and with the Association if the same are to be approved by the Association. No buildings or structures, or any additions thereto or alterations thereof, except such as conform to said plans, specifications, and details, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot or part of the PUD. All matters, including but not limited to the foregoing, requiring the approval of Grantor or the Association by the terms hereof, shall be submitted to Grantor or the Association in writing, accompanied by such plans, specifications, details and other documents as are reasonably required by the party who is required to make a proper decision. Grantor or the Association as the case may be, shall approve or disapprove such written submission or application for approval in writing within thirty (30) days after its receipt of same, and failure to so act within said thirty (30) day period shall constitute an approval of the matter submitted.

No fence, wall, stockade, trellis, arbor or hedge of any kind or for any purpose shall be erected, placed, or suffered to remain upon any Lot or part of The PUD, without first obtaining the written consent of the Grantor for the first fifteen (15) years from and after the Recording Date and thereafter the consent of the Association shall be required.

No building permit shall be issued by a governmental authority for the construction of any structure on any Lot or part of the PUD unless and until the applicant has filed with the required governing authority drawings showing the size, location, type, materials to be used, grading plan of the Lot, grade elevations, plot plan, plans and details of any structure proposed to be built or altered on any Lot and part of the PUD, which drawings must, when filed, bear the written approval of a designated representative of Grantor during the first fifteen (15) years from and after the Recording Date, and thereafter the same must bear the written approval of the designated representative of the Association.

5. **TEMPORARY STRUCTURE.** No structure of a temporary character, trailer, basement, shed, shop, tent, shack, barn, or other out-building shall be erected, placed or suffered to remain on any part of the PUD or Lots, or be used on any Lot or part of the PUD at any time as a dwelling, either temporarily or permanently, nor shall any dwelling of a temporary character be permitted on any Lot or part of the PUD; provided, however, it is expressly understood and agreed that those persons, firms or corporations causing any construction upon

all or any part of the PUD and/or Lots shall have the right to erect temporary structure to accommodate construction and/or sales activity with respect to the development and marketing of all or any part of the PUD.

6. **FRONTAGE.** No part of the area in front of any Residence within the PUD shall be used for any purpose other than a lawn, the planting of trees, flowers and ornamental shrubbery and such walks and driveways as may be necessary for the use of the Lots for a Residence; provided, however, those persons, firms, or corporations constructing or marketing any portion of the PUD shall have the right to use the front portion of any Lot or any part of the PUD for marketing and/or for construction activities in the construction, development, and marketing of all or any part of the PUD.

~~7.~~ **ANIMALS.** No horses, chickens or other fowl or livestock of any kind shall be raised, kept, harbored, or permitted upon any part of the PUD or Lot, except that two (2) pet dogs and/or two (2) pet cats may be kept on any Lot on Bridgeside Subdivision Numbers 4 and 5 and that one (1) pet dog and/or one (1) pet cat may be kept on any Lot or any Lot on Bridgeside Subdivision Number 6, provided they are not kept, bred or raised thereon for commercial purposes.

8. **NOXIOUS ACTIVITIES.** No noxious or offensive activity shall be carried on, and no oil or gas well shall be drilled upon any Lot in the PUD, and no nuisance, and no gas or oil derrick, Sign, billboard or other advertising device (except a reasonable sign not larger than 6 square feet offering a Lot for sale or rent) shall be erected, placed or suffered to remain upon any Lots, nor shall the Lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the neighborhood, nor shall anything be done upon the Lot which may be or become a nuisance or annoyance to the neighborhood. No spirituous, vinous and/or fermented liquors shall be manufactured or sold, either at wholesale or at retail upon the Lots, and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain upon the Lots; provided, however, any person, firm or corporation developing all or a portion of the PUD, or constructing any Residence shall have the right to provide construction, marketing and sales activity, within all or any portion of the PUD or Lots owned by that person, firm, or corporation or any person, firm or corporation authorized by Grantor to do the same.

9. **GOOD MAINTENANCE.** Each Owner shall make all repairs and replacements necessary to keep and maintain his Residence and his Lot in a clean and safe condition, in good order and repair, attractive looking and neat, and in accordance with applicable building, health and fire codes and regulations.

~~10.~~ **VEHICLES.** No boat, trailer, airplane, junk car, unlicensed vehicle, or recreational vehicle shall be parked on any part of the PUD, except that a boat, truck, trailer, or recreational vehicle may be parked within the appurtenant entrance driveway of a Residence for the limited purpose of loading or unloading the same in an expeditious manner, and a boat, truck,

trailer, unlicensed vehicle, and recreational vehicle may be parked inside the garage of a Residence if the door of the Residence is generally kept closed so that the boat, truck, trailer, unlicensed vehicle, or recreational vehicle cannot be seen.

11. **RESTRICTIONS OF SUBDIVISION.** No Lot shall be split or resubdivided, nor shall any part of the PUD be split or subdivided unless and until a plat showing such proposed resubdivision or subdivision or survey showing such lot split shall have been first submitted to and approved by Grantor during the first fifteen (15) years from the Recording Date and submitted to and approved by the Association thereafter. Before the subdivision or resubdivision or lot split is in effect the plat or survey for the same must have endorsed thereon the approval by Grantor during said fifteen (15) year period and thereafter the Association's approval must be endorsed upon the plat or survey, as applicable.

12. **GRADES.** Grantor, for the first fifteen (15) years from the Recording Date, and the Association thereafter shall have the exclusive right to establish grades and slopes on the Lots and to fix the grade at which any building or structure shall be hereafter erected or placed upon the Lots so that the same may conform to a general plan wherein the established grade and slope of each Lot is established as part of the improvements, so that the same correspond to the grade of the Lots on either side, having due regard to the natural contours and drainage of the Lots.

#### **ARTICLE IV**

##### **EASEMENTS AND ENCUMBRANCES**

1. **ENCUMBRANCES.** All of the PUD and Lots are subject to all easements, rights-of-way, oil, gas and mineral leases and rights, roadway slope rights and all encumbrances of record at the date hereof.

2. **EASEMENT GRANTS.** Grantor reserves to itself the sole right to grant consents, rights, easements and rights-of-way for the construction, maintenance and operation of public utility facilities, electric, light, telephone and telegraph pole lines, cable television lines, telecommunication lines, and conduits and gas, water and sewer pipes, mains and connections in and upon any part of the PUD and upon any highways and streets, whether dedicated or not, now existing or hereafter established upon any portion of the PUD, or any parts of the Lots. Grantor reserves to itself the right to grant consents, rights, easements and rights-of-way and to petition the gas companies, electric light companies, telephone companies, cable television companies, telecommunication companies, and any water and sewer companies or authorities and/or other public or private utilities for extension of their respective service mains, connections or lines, which in the opinion of Grantor are necessary through and/or upon other parts of the PUD, or any Lot, or parts of Lots. The Owners of any and all Lots and any part of the PUD agree to and do hereby consent to and affirm all agreements that maybe entered into between Grantor with said gas, electric, light, cable television, telecommunication, telephone and/or water and sewer companies or authorities and/or other public or private utilities, and/or others with respect thereto. Grantor reserves to itself the exclusive right, so long as Grantor owns any part of the

PUD, and thereafter Grantor grants to the Association the right to grant and/or assign the full and complete use of said easements and rights-of-way and further reserves the right to grant additional easements for use by similar facilities upon such terms and conditions consistent therewith and incidental thereto as Grantor may agree, to any and all persons, firms, corporations or authorities furnishing any one or more of the aforesaid facilities. Grantor reserves the right to modify, change and relocate all or any of the easements and/or rights-of-way now in existence or hereafter established upon the PUD and each Owner of any Lot or any part of the PUD shall and does hereby ratify, approve and confirm all of such changes; provided, however, Grantor in making such changes shall complete such changes in such a manner so that such changes do not unreasonably interfere with existing utility connections to the Residences. Grantor does hereby reserve and is granted easements and rights-of-way over, under and across the PUD at such times and in such locations as Grantor shall determine in Grantor's sole discretion for the purpose of completing the development of the PUD.

3. **MAINTENANCE OF OUTLETS.** Grantor acknowledges that it and its successors and assigns have the responsibility for maintaining and monitoring the two (2) storm water outlets (one being to a ditch and the other to a piped outlet) located on land over which Grantor has an easement and which is contiguous to land owned by Grantor. Said outlets are from a Retention Basin, a portion of which is part of the PUD. Grantor and Grantee of the easement have the joint responsibility to maintain and monitor said outlets and Grantor and Grantee have the responsibility of maintaining the portion of the retention basin on their respective property. Should, in the opinion of the City of Avon Lake, Grantor or its successors or assigns fail to properly monitor and/or maintain said two (2) outlets and the portion of the retention basin on Grantor's property, than in that event the City of Avon Lake may, but shall not be obligated to, take whatever action it deems reasonable and appropriate to properly maintain and monitor the portion of the retention basin on Grantor's property and said outlets. Action said City may take includes, but is not limited to, trimming or cutting down trees, performing maintenance on the portion of the retention basin on Grantor's property and said outlets. The reasonable direct cost and expense incurred by said City in performing the foregoing shall be billed by said City to Grantor, its successors and assigns. Grantor, its successors and assigns further agree to indemnify and hold the said City harmless from any and all expenses related to any maintenance, repairs and/or construction on the portion of the retention basin on Grantor's property, said outlets and/or in the area of the easement over which Grantor has access.

## **ARTICLE V**

### **ENFORCEMENT**

Grantor reserves unto itself, its successors and assigns, so long as Grantor owns any part of the PUD or Lots and thereafter to the Association, the right, in case of any violation or breach of any of the terms hereof, either to restrain such violation or breach and/or to recover damages therefor, or to enter the property upon or as to which such violation or breach exists and to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the terms hereof, and Grantor and/or the Association, shall not by reason thereof be deemed guilty of any manner of trespass



for such entry, abatement or removal. Failure of Grantor or the Association to enforce any of the terms hereof, shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or any consent to any further or succeeding breach or violation of the terms hereof, and Grantor and/or the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violations and breaches hereof, however, the failure, refusal or neglect of Grantor and/or the Association to enforce the same and to prevent any violations or breaches of the terms hereof shall in no manner and to no extent whatsoever make the Grantor and/or the Association liable in connection therewith.

## ARTICLE VI

### ADJOINING LAND

The Restrictions imposed by this instrument are initially imposed upon the PUD and Lots and may at a later date be imposed upon other land hereafter made subject to the terms hereof by the execution of an Amendment Certificate and the terms hereof shall not be held to prevent the use of adjoining or adjacent lands owned by Grantor or its successors or assigns for such other purposes as Grantor shall determine and such use of such other lands shall not be held to relieve the Owner of any part of the Lots from the Restrictions imposed by the terms hereof. Grantor and its successors and assigns, in the course of doing and completing the development, improvement, construction and sale of the dwellings and Lots in or on the PUD may temporarily not Conform to certain of the terms hereof, including, but without limitation, the building and maintenance of model homes and/or homes built for speculation and/or sales offices therein, posting signs advertising the PUD and Lots or houses or dwellings for sale, and use of temporary workhouses, sales offices, shops and sheds to be used during construction, improvement and development; however, such non-conformity shall not be construed to be taken to be, for any purpose whatsoever, any violation or breach of the terms hereof and shall not operate in any manner whatsoever to relieve other Owners from any violation or breach of the terms hereof.

## ARTICLE VII

### COMMON AREAS

1. **GENERAL.** The part of the PUD designated as Common Areas in Section 2 of this Article VII in these Restrictions shall be Common Areas and shall be retained and owned by Grantor for a period of fifteen (15) years from and after the Recording Date and upon the expiration of said fifteen (15) year period (or at such earlier date as Grantor in its discretion determines), Grantor shall transfer and convey, by Quit-Claim Deed without representation or warranty, all of Grantor's right, title and interest in the Common Areas to the Association; provided, however, Grantor shall release and discharge mortgage or other monetary lien created by it upon the common Areas, at the time of such transfer and conveyance. Nothing contained herein shall limit, restrict or impair Grantor's absolute right during said fifteen (15) year period to encumber all or any portion of the Common Areas.

2. **DESIGNATION OF COMMON AREAS.** The portions of the PUD identified as BLOCKS A, B, C and D in Bridgeside Subdivision Number 4, BLOCKS E and F in Bridgeside Subdivision Number 5 and BLOCK G in Bridgeside Subdivision Number 6 in the Plat and described in Exhibit B attached hereto and hereby made a part hereof are hereby reserved as Common Areas for use as a storm water detention area and/or, where not inconsistent with such use, it may remain in its natural state or be landscaped or any combination of the foregoing. No dwelling, building or structure of any kind except those approved by Grantor (for example a lift station house) shall be constructed, placed or allowed to remain upon the Common Areas.

3. **MAINTENANCE.** The cost of the maintenance, management and care of the Common Areas shall be provided and paid by the Association as set forth and provided in Article XI hereof.

## **ARTICLE VIII**

### **ASSOCIATION**

1. **FORMATION OF ASSOCIATION.** Grantor shall cause to be formed an Ohio corporation not for profit to be known as Bridgeside Homeowners Association, Inc. to provide for the management and administering of the Common Areas and enforcing the covenants and restrictions contained herein after Grantor's rights with respect thereto have expired, and collecting and disbursing the assessments and/or charges for Association Expenses as provided herein. Each Owner upon acquisition of the record title to a Residence or Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the Owner's Residence or Lot at which time the new Owner of such Residence or Lot shall automatically become a member of the Association. Each member shall be entitled to one vote for each Residence or Lot in which such Owner holds the title, so that there shall be one vote for each Residence or Lot. Anything contained herein to the contrary notwithstanding, during a period of fifteen (15) years from and after the Recording Date, no action of the Association may be taken or had notwithstanding the vote of the members of the Association without the prior written consent and approval of the Grantor and any vote by the members of the Association to the contrary shall be invalid and ineffective.

2. **BOARD OF TRUSTEES.** The initial Board of Trustees of the Association shall consist of three (3) persons designated by the Grantor and such Board shall continue for a term of three (3) years from and after the Recording Date. After the expiration of said three (3) year period or at such earlier time as the Grantor shall determine the Board of Trustees of the Association shall consist of three (3) members who are elected as set forth in Article III of the Bridgeside PUD Homeowners Association Regulations. Notwithstanding the number of the members of the Board of Trustees, for a term of fifteen (15) years from and after the Recording Date, no action or vote shall be taken and had by the Board of Trustees without the prior written consent of the Grantor and for those purposes Grantor shall have a right at all times during said fifteen (15) year period to cause to have elected to the Board of Trustees a majority of the Board

of Trustees at that time so that the Grantor shall have the right during that fifteen (15) year period of time to cast a majority vote of the Board of Trustees and the Board of Trustees may be enlarged for those purposes. The Board of Trustees shall exercise the powers, discharge the duties and be vested with the rights conferred upon them by the operation of law and by the terms hereof, provided, however, that in the event any such power, duty or right shall be exercisable or discharged by or be vested in an officer or member of the Board of Trustees solely in his capacity as such officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate his acts and to carry out the purpose of the terms and provisions hereof.

3. **ADMINISTRATION BY ASSOCIATION.** Subject to the rights retained by Grantor pursuant to the terms hereof, the management and administration of the Common Areas, and of the covenants and restrictions contained herein shall be by the Association and shall be in accordance with the terms and provisions hereof. Each Owner, tenant or occupant of a Residence and/or Lot shall comply with the provisions of the general law, the Restrictions, the Code of Regulations of the Association, and other rules and regulations of the Association and the decisions and resolutions of the Association or its representative, all as lawfully amended from time to time, and failure to comply with any such provisions, rules, regulations, decisions or resolutions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.

## **ARTICLE IX**

### **SIGNS AND MONUMENTS**

1. **LOCATION.** Grantor may enhance the entranceways to the PUD. Such enhancements may include landscaping, including trees, shrubs and fences and may include a sign or signs and a site monument. Additionally, Grantor reserves the right to erect signs and monuments on the PUD and on the Common Areas for a term of fifteen (15) years from and after the Recording Date and the Association reserves such right thereafter.

2. **NO REPRESENTATIONS.** Nothing contained herein shall constitute a representation, warranty or promise by Grantor to construct the entranceway enhancements or to erect signs or monuments and the location and construction of the same, if any, shall be determined by Grantor in Grantor's sole and absolute discretion. No purchaser or prospective purchaser or any Owner of all or part of the PUD or the Lots shall have the right to require Grantor to construct or install such entranceway enhancements or any sign, signs, monument or monuments.

3. **MANAGEMENT AND MAINTENANCE.** All entranceway enhancements, signs and monuments shall be managed, maintained and operated by the Association. The cost of maintenance, repair and replacement and the management of any and all entranceway enhancements, signs and monuments shall be provided and paid by the Association as set forth and provided in Article XI hereof and shall be Association Expenses.

## ARTICLE X

### USE OF COMMON AREAS

Each Owner shall have the right to use the Common Areas in common with all other Owners of Residences and Lots. Such rights shall extend to the Owner and the members of the immediate family and guests and other authorized occupants of Residences. The use of the Common Areas, and the rights of the Owners with respect thereto, shall be subject to and governed by the terms and provisions hereof and the Code of Regulations of the Association, and the proper actions, resolutions and proceedings of the Association.

The Association shall have the right to establish rules and regulations regarding the use of the Common Areas, including the imposition of limitations on the use thereof by Owners, guests and visitors of the Owners or other occupants of Residences.

## ARTICLE XI

### CARE OF COMMON AREAS

1. **ASSOCIATION'S OBLIGATIONS.** Except as otherwise provided herein, the management, maintenance, repair and alteration of the Common Areas shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to an agent. The Board of Trustees of the Association shall have the power and authority to hire an agent for a period not to exceed three (3) years, and to authorize said agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. The Association may deem it desirable, advisable, prudent, expedient, necessary and/or profitable, from time to time, to share costs and/or expenses which can or may be attributable to one or more parcels of land and/or buildings in the vicinity of Bridgeside, and the Association may and is hereby authorized to cooperate and enter into contracts and incur obligations together with and in conjunction with other home owners associations, and/or other persons, firms, corporations, or any other organizations within or related to Bridgeside, and any parts thereof, or otherwise.

2. **OWNERS' OBLIGATIONS.** Each Owner agrees to repair and replace at the Owner's expense all portions of the Common Areas which may be damaged or destroyed by reason of the Owner's willful or negligent act or neglect of the Owner or any other member of the Owner's household, or by the willful or negligent act of any invitee, licensee or guest of the Owner or member of Owner's household.

3. **WAIVER OF SUBROGATION.** To the extent that the Association maintains fire and extended coverage insurance upon all or any portion of the Common Areas, as to the extent that the same does not invalidate any policy of fire or extended coverage insurance maintained by the Association upon the Common Areas, the Association shall, and does hereby waive and release the Grantor and each Owner and their respective families and their respective

guests from and against any and all liability from any loss, damage or injury to the Common Areas, caused as a result of any act or peril covered by such policy of fire and extended coverage insurance, and such release shall only be to the extent of actual recovery made by the Association from said policy of fire and extended coverage insurance.

4. **COSTS.** The cost of the maintenance, care, repair and management of the Common Areas including capital repairs, capital replacements and reserves therefor shall be Association Expenses. The Association Expenses shall be paid by the Owner (other than Grantor) in the manner provided herein, and in the manner provided in the Code of Regulations.

5. **DIVISION OF ASSOCIATION PROFITS AND ASSOCIATION EXPENSES.** The Association Expenses shall be assessed by the Association against each Owner equally. The profits of the Association shall be divided equally among each Owner.

6. **UTILITIES.** Each Owner shall pay for the Owner's own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Association Expenses and paid as provided in Article XI, Section 5 hereof.

7. **NON-USE OF FACILITIES.** No Owner may exempt the Owner from liability for the Owner's contribution toward the Association Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the Owner's Lot and/or Residence.

8. **LIEN OF ASSOCIATION.** The Association shall have a lien upon the estate or interest in any Lot and/or Residence of the Owner thereof and its related interest in the Common Areas, for the payment of the portion of the Association Expenses chargeable against such Lot and/or Residence which remain unpaid for ten (10) days after the same have become due and payable and from the time a certificate therefor, subscribed by the President or other officer of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Board of Trustees of the Association. Delinquent assessments shall bear interest at an interest rate from time to time determined by the Association. Such certificate shall contain a description of the Lot and/or Residence, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Association Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot and/or Residence and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

9. **PRIORITY OF ASSOCIATION'S LIEN.** The lien provided for in this Article XI for Association Expenses shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the

President or other officer of the Association pursuant to the authority given him by the Board of Trustees of the Association. In any such foreclosure action, the Owner or Owners of the Lot and/or Residence affected shall be required to pay a reasonable rental for such Lot and/or Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.

10. **DISPUTE AS TO ASSOCIATION EXPENSES.** Any Owner who believes that the portion of Association Expenses chargeable to the Owner's Lot and/or Residence, for which a certificate of lien has been filed by the Association, has been improperly charged against the Owner or the Owner's Lot and/or Residence may bring an action in the Court of Common Pleas of Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association Expenses has been improperly charged to the Owner or the Owner's Lot and/or Residence, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

11. **NON-LIABILITY FOR PAST DUE ASSOCIATION EXPENSES.** Where the mortgagee of a first mortgage of record or other purchaser of a Lot and/or Residence acquires title to the Lot and/or Residence as a result of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Association Expenses or other assessments by the Association chargeable to such Lot and/or Residence which became due prior to the acquisition of title to such property by such acquirer. Such unpaid share of Association Expenses shall be deemed to be Association Expenses collectible from all of the Lots and/or Residence, including that of such acquirer, his successors or assigns.

12. **LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE.** In a voluntary conveyance of a Lot and/or Residence, the grantee of the Lot and/or Residence shall be jointly and severally liable with the grantors thereof for all unpaid assessments by the Association against the grantors and the grantor's Lot and/or Residence for the grantor's share of Association Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from that grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Trustees of the Association setting forth the amount of all unpaid Association Expenses against the grantor due to the Association, and such grantee shall not be liable for nor shall the Lot and/or Residence conveyed be subject to a lien for any unpaid Association Expenses in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

13. **NON-PAYMENT BY GRANTOR.** Grantor shall not be required to pay any part of the Association Expenses for any Lot, Residence or part of the PUD unless such Residence is occupied, it being the intention that only Owners of Lots other than Grantor and occupied Residences be required to share in or pay Association Expenses; provided, however, once a Residence has been occupied, even if then owned by Grantor, the obligation to pay Association Expenses shall continue even if the Residence becomes vacant at a later date.

## ARTICLE XII

### LIABILITY INSURANCE

1. MAINTENANCE OF LIABILITY INSURANCE. The Association, as an Association Expense, shall insure itself, the Board of Trustees, Grantor, all Owners and members of their respective families and other persons residing with them in the Residence, their tenants, and all persons lawfully in possession or control of the Lots and/or Residences and the PUD, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from, the Common Areas, and any other property or facilities maintained by the Association, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than One Million Dollars (\$1,000,000.00) with respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of any one accident.

2. INSURANCE LIMITATION. The policy of insurance maintained by the Association pursuant to Article XII, Section 1 shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots and/or Residences. Each Owner shall be responsible for the Owner's own insurance on the Owner's Lot and/or Residence and on the contents of Owner's own Lot and/or Residence and the Owner's additions and improvements thereto and decorating and furnishing and personal property therein, and the owner's personal property stored elsewhere on the property, and Owner's Personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Association Expenses as above provided.

## ARTICLE XIII

### MISCELLANEOUS

1. DEVELOPMENT ACTIVITY. Grantor expressly states that Grantor has not and does not by execution of this instrument make any representation, warranty or promise as to the time, if ever, when Common Areas will be designated. The designation, development and construction of the Common Areas, if ever, is solely dependent upon the development progress and marketing conditions of The PUD as the Grantor in its sole and absolute discretion shall determine. Grantor makes no promise, representation or warranty that Common Areas will be designated, except for the Common Areas designated in Article VII, Section 2 hereof.

2. **ACCEPTANCE OF DEED.** Each grantee of Grantor, of any interest in any Lot and/or Residence, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, rights, and powers created or reserved by the terms hereof, and all conditions, restrictions, easements and encumbrances of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and/or Lot and/or Residence, and shall bind any person having at any time any interest or estate in the PUD and/or Lot and/or Residence, and shall inure to the benefit of such Owner in like manner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

3. **NON-WAIVER OF COVENANTS.** No covenants, restrictions, conditions, obligations or provisions contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. **ENFORCEABILITY OF COVENANTS.** The validity of any covenant, restriction, condition, limitation or any other provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the terms and provisions hereof.

5. **RULE AGAINST PERPETUITIES.** If any of the privileges, covenants or rights established hereby and/or contained in the Association's Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing time limits, then such provision shall continue only until one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the living descendants of Robert Taft, Governor of the State of Ohio.

6. **OWNERSHIP BY GRANTOR.** So long as Grantor owns any part of the PUD and/or owns any Lot then, Grantor shall and does hereby reserve the right to modify and amend any term, condition or provision contained herein and any such amendment may be made without the consent or approval of any Owner and/or any Residence and/or any mortgagee of any Owner and/or any Residence and/or any Lot and all of the same do hereby constitute and appoint Grantor as the Owner's and/or mortgagee's true and lawful attorney-in-fact to execute for and on behalf of the Owner and/or the mortgagee such document or instrument as Grantor deems appropriate and necessary to cause such amendment to be made and such amendment shall be recorded for record with the Recorder of Lorain County, Ohio and such instrument of amendment shall make specific reference to the volume and page number in which these Restrictions are recorded for record with the Recorder of Lorain County, Ohio and shall make further reference to all prior amendments and/or certificates which have been filed by Grantor pursuant to the terms and provisions contained herein. Grantor has reserved the right to make modifications, amendments, and approvals for a term of fifteen (15) years from and after the Recording Date provided, however, Grantor, at its option and in its absolute discretion shall have



the right to delegate and/or grant such authority to the Association at any time prior thereto and the Association agrees to accept the same as and when the Grantor so directs.

7. **NON-LIABILITY OF GRANTOR.** Neither Grantor, nor its shareholders, directors, officers, representatives, successors or assigns, nor any of Grantor's agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the terms hereof whether or not such claim shall be asserted by any Owner, occupant of a Residence, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise out of contract or from any acts, negligent or otherwise. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, or from any part of The PUD, and/or the Common Areas or any part thereof, or any property or facilities maintained by the Association, being or becoming out of repair, or containing any patent or latent defects, or by reason of any acts or neglect of any Owner, an occupant of the Residence, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about The PUD, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.)

8. **LIBERAL CONSTRUCTION.** The provisions of this instrument shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

9. **INTERCHANGEABILITY OF TERMS.** The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine.

10. **TIME.** The restrictions, rights, reservations, limitations, agreements, covenants and conditions herein set forth shall be deemed as covenants and not as conditions hereof, and are to run with the land and the title thereto and shall, except as otherwise specifically set forth in this instrument relating to other real property, and to amend the terms hereof, be binding on all Owners of any part of the Lots and all persons claiming under them, until December 31, 2100, in any event, and shall be automatically extended beyond said date for successive periods of ten (10) years, unless an appropriate instrument signed by a majority of the then Owners of the Lots and Residences has been recorded agreeing to change said covenants and parts thereof.

11. **ENFORCEABILITY.** The above enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an Owner in the PUD, as well as by Grantor, its successors or assigns, and the Association, as aforesaid. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of the PUD, and the protection of all present and future Owners of any part of the PUD.

12. **DISTRIBUTION OF COPIES.** At the request of any Owner, Grantor for a period of fifteen (15) years from and after the Recording Date shall provide the Owner with a copy of the Restrictions together with all amendments, certificates and other paper writings executed, delivered and recorded in connection with and/ or pursuant to the terms of the Restrictions.


13. **TITLES.** The titles and headings set forth in the Restrictions are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained herein.

14. **LIMITATION OF LIABILITY.** Each Owner covenants and agrees that no shareholder, officer, director, employee or agent of Grantor shall have any liability personally for the performance and observance of any term, condition or provision contained herein, and each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against any director, officer, employee or agent arising out of any claim or breach by Grantor of any term or provision hereof. The liability of Grantor shall be limited solely and exclusively to its interest in the PUD and no other asset of Grantor shall be liable for any claim under the Restrictions.

IN WITNESS WHEREOF, said Grantor, has executed this instrument at the time and place hereinabove set forth.

Signed and acknowledged in the presence of:

SHORE WEST CONSTRUCTION COMPANY

By:  \_\_\_\_\_  
Frederic C. Bower, President

And: \_\_\_\_\_  
Neil R. Bower, Vice 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 SHORE WEST CONSTRUCTION COMPANY, an Ohio corporation by Frederic C. Bower, its President, and Neil R. Bower, its Vice President, who acknowledge that they did execute the foregoing instrument for and on behalf of Shore West Construction Company and that the execution thereof was their free and voluntary act individually and as duly authorized officers of Shore West Construction Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

Richard H. Brown, Esq.  
Richard H. Brown & Associates  
10 Center Street  
Chagrin Falls, Ohio 44022  
(440) 247-9100

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at a 1/2" rebar found in a monument box at the centerline of Walker Road and Lear Nagle Road;

Thence South 00°56'34" East along the centerline of Lear Nagle Road 5306.08 feet to its intersection with the centerline of Krebs Road;

Thence North 89°25'21" East along the centerline of Krebs Road 1148.99 feet to the southwesterly corner of lands as described in the deed to Stuart L. and Jane E. Sheard as recorded in Instrument Number 20010739042, of Lorain County Records;

Thence continuing North 89°25'21" East along the centerline of Krebs Road 660.61 feet to the Principal Place of Beginning of this description;

Thence North 00°56'34" West, passing through a capped rebar set 30.00 feet from said centerline of Krebs Road, a distance of 500.00 feet to a capped rebar set;

Thence South 89°25'21" West 660.61 feet to the easterly line of said Sheard's lands, where set a capped rebar;

Thence North 00°56'34" West along said Sheard's easterly line and the easterly line of lands described in the deed to Steven L. Sylvester as recorded in Official Record Volume 1256, Page 373 of Lorain County Records, 1710.94 feet to the southerly line of lands described in the deed to Kopf Construction Corp., as recorded in Instrument Number 980539185 of Lorain County Records;

Thence North 89°14'47" East along said Kopf's southerly line 666.78 feet to a 1" iron pipe found at said Kopf's southeasterly corner and the southwesterly corner of Bridgeside Subdivision No. 3 recorded in Plat Volume 66, Page 9 of Lorain County Records;

Thence North 89°28'30" East along said Bridgeside's southerly line 724.34 feet to the northwesterly corner of lands described in the deed to Dorothy Rentz and Gail A. Czekaj as recorded in Volume 1379, Page 485 of Lorain County Records;

Thence South 00°54'50" East along said Rentz's westerly line 2212.33 feet to the centerline of Krebs Road, having passed through a capped rebar set at 30.00 feet off of centerline;

Thence South 89°25'21" West along the centerline of Krebs Road 729.41 feet to the Principal Place of Beginning;

Said bounds enclose a parcel containing 63.0403 acres to be the same more or less, subject to all legal highways and easements of record.

This legal description prepared by Michael Straub, Professional Surveyor #7055, in the State of Ohio, of R. E. Warner & Associates, Inc. on May 20, 2002. The basis of bearings is the centerline of Krebs Road being as described.

Note: "Capped rebar set" indicates a 5/8" x 30" rebar set with a yellow "R. E. Warner & Associates, Inc." cap.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at a 1@ iron pipe found at the southwesterly corner of Sublot 123 of Bridgeside Subdivision No. 3, as recorded in Plat Volume Number 66, Page 9 of Lorain County Records;

Thence South 89°14'47" West along the northerly line of lands as described in the deed to Shore West Construction Company, as recorded in Instrument Number 20020834316 of Lorain County Records, 484.09 feet to the **Principal Place of Beginning** of this description;

- 1) Thence South 35°59'27" West 109.90 feet;
- 2) Thence South 00°32'26" West 195.05 feet ;
- 3) Thence South 53°56'06" East 161.74 feet;
- 4) Thence South 51°43'48" West 187.44 feet;
- 5) Thence South 15°12'47" East 212.23 feet;
- 6) Thence South 62°41'33" East 98.00 feet;
- 7) Thence South 78°10'20" East 90.00 feet;
- 8) Thence North 76°18'04" East 113.19 feet;
- 9) Thence North 89°14'47" East 149.00 feet;
- 10) Thence South 00°56'34" East 104.71 feet;
- 11) Thence South 89°25'21" West 475.31 feet;
- 12) Thence South 42°52'25" West 147.66 feet to Shore West Construction's westerly line;
- 13) Thence North 00°56'34" West 950.13 feet along Shore West Construction's westerly line;
- 14) Thence North 89°14'49" East 182.70 feet along Shore West Construction's northerly line to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 3.8038 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at the southwesterly corner of Sublot 142 of Bridgeside Subdivision No. 3, as recorded in Plat Volume Number 66, Page 9 of Lorain County Records, said point being on the easterly right-of-way line of Bridgeside Drive, 60 feet wide;

Thence South  $89^{\circ}28'30''$  West along the northerly line of lands as described in the deeds to Shore West Construction Company, as recorded in Instrument Number 19990647097 and Instrument Number 20020834316 of Lorain County Records, 78.82 feet to the **Principal Place of Beginning** of this description;

- 1) Thence South  $39^{\circ}53'58''$  West 30.18 feet;
- 2) Thence in the arc of a curve to the left 92.60 feet; said curve having a radius of 130.00 feet, a central angle of  $40^{\circ}48'48''$  and a chord of 90.66 feet bearing South  $19^{\circ}29'34''$  West;
- 3) Thence South  $00^{\circ}54'50''$  East 12.24 feet;
- 4) Thence in the arc of a curve which deflects to the right 39.84 feet; said curve having a radius of 25.00 feet, a central angle of  $91^{\circ}17'47''$  and a chord of 35.75 feet which bears West  $44^{\circ}44'04''$  West;
- 5) Thence North  $89^{\circ}37'03''$  West 144.89 feet;
- 6) Thence in the arc of a curve which deflects to the left 149.78 feet; said curve having a radius of 180.00 feet, a central angle of  $47^{\circ}40'37''$  and a chord of 145.50 feet which bears South  $66^{\circ}32'39''$  West;
- 7) Thence in the arc of a curve which deflects to the right 3.39 feet; said curve having a radius of 25.00 feet, a central angle of  $07^{\circ}46'20''$  and a chord of 3.39 feet which bears South  $46^{\circ}35'30''$  West;
- 8) Thence North  $00^{\circ}45'13''$  West 202.27 feet;
- 9) Thence North  $89^{\circ}28'30''$  East along Shore West Construction's northerly line 358.08 feet to the **Principal Point of Beginning**;

Said bounds enclose a parcel containing 1.1091 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Beginning at the southwesterly corner of Sublot 142 of Bridgeside Subdivision No. 3, as recorded in Plat Volume 66, Page 9 of Lorain County Records, said point being on the easterly right-of-way line of Bridgeside Drive, 60 feet wide and being the **Principal Place of Beginning** of this description;

- 1) Thence North  $89^{\circ}28'30''$  East along the northerly line of lands as described in the deed to Shore West Construction Company as recorded in Instrument Number 19990647097 of Lorain County Records 126.82 feet to the northeasterly corner of said Shore West Construction's lands;
- 2) Thence South  $00^{\circ}54'50''$  East along Shore West Construction's easterly line 150.04 feet;
- 3) Thence North  $89^{\circ}37'03''$  West 172.57 feet;
- 4) Thence in the arc of a curve which deflects to the right 38.70 feet; said curve having a radius of 25.00 feet, a central angle of  $88^{\circ}42'13''$  and a chord of 34.95 feet which bears North  $00^{\circ}54'50''$  West;
- 5) Thence North  $00^{\circ}54'50''$  West 14.73 feet;
- 6) Thence in the arc of a curve which deflects to the right 49.86 feet; said curve having a radius of 70.00 feet, a central angle of  $40^{\circ}48'48''$  and a chord of 48.82 feet which bears North  $19^{\circ}29'34''$  East;
- 7) Thence North  $39^{\circ}53'58''$  East 81.29 feet to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 0.6009 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at the southwesterly corner of Sublot 142 of Bridgeside Subdivision No. 3, as recorded in Plat Volume 66, Page 9 of Lorain County Records, said point being on the easterly right-of-way line of Bridgeside Drive, 60 feet wide;

Thence North  $89^{\circ}28'30''$  East along the northerly line of lands as described in the deed to Shore West Construction Company as recorded in Instrument Number 19990647097 of Lorain County Records 126.82 feet to the northeasterly corner of said Shore West Construction's lands;

Thence South  $00^{\circ}54'50''$  East along Shore West Construction's easterly line 625.17 feet;

Thence South  $89^{\circ}05'10''$  West 115.13 feet to the **Principal Place of Beginning** of this description;

- 1) Thence South  $29^{\circ}30'37''$  West 318.49 feet;
- 2) Thence South  $76^{\circ}57'07''$  West 51.38 feet;
- 3) Thence North  $31^{\circ}32'38''$  West 194.25 feet;
- 4) Thence South  $89^{\circ}32'58''$  West 131.53 feet;
- 5) Thence South  $74^{\circ}51'59''$  West 180.51 feet;
- 6) Thence North  $00^{\circ}56'34''$  West 98.70 feet;
- 7) Thence in the arc of a curve which deflects to the right 22.78 feet; said curve having a radius of 570.00 feet, a central angle of  $02^{\circ}17'22''$  and a chord which bears North  $00^{\circ}12'07''$  East;
- 8) Thence South  $88^{\circ}39'12''$  East 155.00 feet;
- 9) Thence North  $08^{\circ}53'08''$  East 108.90 feet;
- 10) Thence North  $23^{\circ}57'48''$  East 108.90 feet;
- 11) Thence North  $34^{\circ}49'42''$  East 109.08 feet;
- 12) Thence South  $00^{\circ}54'50''$  East 160.00 feet;
- 13) Thence North  $81^{\circ}43'06''$  East 188.00 feet;
- 14) Thence North  $41^{\circ}15'00''$  East 51.00 feet;
- 15) Thence South  $20^{\circ}09'07''$  West 161.10 feet;
- 16) Thence North  $89^{\circ}05'10''$  East 170.87 feet to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 2.9031 acres to be the same more or less, subject to all legal highways and easements of record.



Legal Description of  
Block "D" Common Open Space  
2.9031 Acres

REW Job No. 816401  
11/14/02  
Page 2 of 2

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at the southwesterly corner of Sublot 142 of Bridgeside Subdivision No. 3, as recorded in Plat Volume 66, Page 9 of Lorain County Records, said point being on the easterly right-of-way line of Bridgeside Drive, 60 feet wide;

Thence North  $89^{\circ}28'30''$  East along the northerly line of lands as described in the deed to Shore West Construction Company as recorded in Instrument Number 19990647097 of Lorain County Records 126.82 feet to the northeasterly corner of said Shore West Construction's lands;

Thence South  $00^{\circ}54'50''$  East along Shore West Construction's easterly line 625.17 feet to the **Principal Place of Beginning** of this description;

- 1) Thence South  $00^{\circ}54'50''$  East 733.83 feet;
- 2) Thence South  $89^{\circ}25'21''$  West 1.13 feet;
- 3) Thence in the arc of a curve which deflects to the left 21.19 feet; said curve having a radius of 330.00 feet, a central angle of  $03^{\circ}40'47''$  and a chord of 21.19 which bears South  $87^{\circ}34'57''$  West;
- 4) Thence North  $24^{\circ}56'37''$  West 135.00 feet;
- 5) Thence South  $65^{\circ}03'23''$  West 167.93 feet;
- 6) Thence South  $49^{\circ}55'52''$  West 175.69 feet;
- 7) Thence South  $40^{\circ}04'08''$  East 129.50 feet;
- 8) Thence in the arc of a curve which deflects to the right 25.74 feet; said curve having a radius of 25.00 feet, a central angle of  $58^{\circ}59'32''$  and a chord of 24.62 feet which bears South  $76^{\circ}00'41''$  West;
- 9) Thence in the arc of a curve which deflects to the left 50.53 feet; said curve having a radius of 180.00 feet, a central angle of  $16^{\circ}05'06''$  and a chord of 50.37 feet which bears North  $82^{\circ}32'06''$  West;
- 10) Thence South  $89^{\circ}25'21''$  West 38.80 feet;
- 11) Thence North  $00^{\circ}56'34''$  West 250.00 feet;
- 12) Thence North  $06^{\circ}50'33''$  West 75.40 feet;
- 13) Thence North  $00^{\circ}56'34''$  West 75.00 feet;
- 14) Thence North  $31^{\circ}29'24''$  East 88.46 feet;
- 15) Thence North  $05^{\circ}29'42''$  East 94.83 feet;
- 16) Thence North  $76^{\circ}57'07''$  East 51.38 feet;
- 17) Thence North  $29^{\circ}30'37''$  East 318.49 feet;

- 18) Thence North  $89^{\circ}05'10''$  East 115.13 feet;
- 19) Thence North  $30^{\circ}29'59''$  East 40.39 feet to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 4.9538 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at a ½" rebar found in a monument box at the centerline of Walker Road and Lear Nagle Road;

Thence South 00°56'34" East along the centerline of Lear Nagle Road 5306.08 feet to its intersection with the centerline of Krebs Road;

Thence North 89°25'21" East along the centerline of Krebs Road 1148.99 feet to the southwesterly corner of lands as described in the deed to Stuart L. and Jane E. Sheard as recorded in Instrument Number 20010739042, of Lorain County Records;

Thence continuing North 89°25'21" East along the centerline of Krebs Road 660.61;

Thence North 00°56'34" West, to the **Principal Place of Beginning** of this description;

- 1) Thence North 00°56'34" West 470.00 feet;
- 2) Thence North 89°25'21" East 284.46 feet;
- 3) Thence South 00°34'39" East 370.68 feet;
- 4) Thence North 89°25'21" East 112.00 feet;
- 5) Thence South 00°34'39" East 74.31 feet;
- 6) Thence in the arc of a curve which deflects to the right 39.27 feet; said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord of 35.36 feet which bears South 44°25'21" West;
- 7) Thence South 89°25'21" West 368.46 feet to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 3.3052 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and known as being part of original Avon Township Section No. 29, and further bounded and described as follows:

Commencing at a ½" rebar found in a monument box at the centerline of Walker Road and Lear Nagle Road;

Thence South 00°56'34" East along the centerline of Lear Nagle Road 5306.08 feet to its intersection with the centerline of Krebs Road;

Thence North 89°25'21" East along the centerline of Krebs Road 1148.99 feet to the southwesterly corner of lands as described in the deed to Stuart L. and Jane E. Sheard as recorded in Instrument Number 20010739042, of Lorain County Records;

Thence continuing North 89°25'21" East along the centerline of Krebs Road 1390.02 feet to the southeasterly corner of lands as described in the deed to Shore West Construction Company as recorded in Instrument Number 19990647097 of Lorain County Records;

Thence North 00°54'50" East along Shore West Construction's easterly line 30.00 feet to the **Principal Place of Beginning** of this description;

- 1) Thence South 89°25'21" West 250.96 feet;
- 2) Thence in the arc of a curve which deflects to the right 39.27 feet; said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord of 35.36 feet which bears North 45°34'39" West;
- 3) Thence North 00°34'39" West 83.31 feet;
- 4) Thence North 89°25'21" East 112.00 feet;
- 5) Thence North 00°34'39" West 317.00 feet;
- 6) Thence North 04°26'53" East 144.00 feet;
- 7) Thence North 51°41'39" East 150.00 feet;
- 8) Thence North 38°31'09" West 109.00 feet;
- 9) Thence in the arc of a curve which deflects to the right 95.76 feet; said curve having a radius of 270.00 feet, a central angle of 20°19'17" and a chord of 95.26 feet which bears North 79°15'43" East;
- 10) Thence North 89°25'21" East 1.48 feet;
- 11) Thence South 00°54'50" East 763.32 feet to the **Principal Place of Beginning**;

Said bounds enclose a parcel containing 2.7074 acres to be the same more or less, subject to all legal highways and easements of record.

The bearings described are to an assumed meridian and are used to denote angles only.