

# COUNTY OF LAKE

2006R026816

LAKE COUNTY OHIO  
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FRANK A SUPONCIC  
LAKE COUNTY RECORDER

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

EASTERN  
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(440) 350-2510

WESTERN  
LAKE COUNTY  
(440) 946-2829

FAX  
(440) 350-5940



## **IMPORTANT RECORDING INFORMATION**

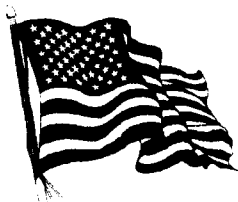
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## **Thank You**

A handwritten signature in black ink, appearing to read "Frank A. Suponic", is written in a cursive style.



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17 pgs

**DECLARATION OF COVENANTS AND RESTRICTIONS  
AZALEA RIDGE SUBDIVISION  
TOWNSHIP OF PERRY, OHIO**

THIS DECLARATION, made this 12 day of June, 2006 by and between **LORETO DEVELOPMENT PERRY COMPANY**, an Ohio Corporation, hereinafter referred to as "Declarant"; and **AZALEA RIDGE SUBDIVISION OWNERS' ASSOCIATION, INC.** an Ohio non-profit corporation, hereinafter sometimes referred to as "the Association".

**WITNESSETH THAT**

**WHEREAS**, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a residential community, to be called Azalea Ridge Subdivision (hereinafter referred to as the "Subdivision" and/or as "Azalea Ridge Subdivision"); and

**WHEREAS**, Azalea Ridge Subdivision is being developed as a residential Subdivision in accordance with the requirements of the Township of Perry and the County of Lake as reflected in administrative and/or quasi-judicial and/or legislative proceedings before said Township and County and as shall be reflected in final resolutions to be adopted by said Township and County approving Azalea Ridge Subdivision; and

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an organization which shall be charged with the responsibilities of administering and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and

**WHEREAS**, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, to-wit: Azalea Ridge Subdivision Owners' Association, Inc. (the "Association") for the purpose of exercising the functions aforesaid; and

**WHEREAS**, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

**NOW THEREFORE**, Declarant declares that the real property described in Article II, Section 1 (the "Property") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens contained in this Declaration, and further specifies that this Declaration shall constitute covenants

Accum. Dater

2006 RC 26.816

to run with the land and shall be binding upon Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators, or assigns.

## **ARTICLE I DEFINITIONS**

Section 1 - The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Common Areas and Facilities" shall mean all areas, facilities, and improvements within Azalea Ridge Subdivision which are not within the confines of any Sublot, and those additional areas, facilities and improvements located within the confines of Sublots which are, by their nature, intended for the use and benefit of Members and Owners in common. The Common Areas and Facilities shall be initially established, constructed and installed by Declarant. Common Areas and Facilities include, but shall not be limited to, entrance and island landscaping and storm drainage improvements and easement areas associated therewith.

(b) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(c) "Living Unit" shall mean and refer to any detached single family dwelling located on a Lot or Sublot.

(d) "Sublot" or "Lot" shall mean and refer to any Subdivision of land shown upon any recorded Subdivision map of all or any portion of the Property described in Article II, Section 1 hereof.

(e) "Member" shall mean and refer to all persons or entities who are members of the Association as provided in Article III, Section 1 hereunder.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Sublot and/or Living Unit situated upon the Property, but, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired Fee Simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Plat" shall mean the Subdivision plat pursuant to which Azalea Ridge Subdivision is created as approved by the governmental authorities having jurisdiction with respect to the approval of same, including, but not limited to, Perry Township.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1 - The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township of Perry, Ohio, and is described in Exhibit "A" attached hereto and incorporated herein.

Section 2 - Conflicting Laws, etc. It is intended by the Declarant, its successors and assigns, that this Declaration shall not in any way supersede, prevail or control over any laws, ordinances, rules and regulations now in effect or hereafter enacted by the Township of Perry.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Sublot or unallotted land which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications. The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (e), with the exception of the Declarant. Class A members shall be entitled to one vote for each Living Unit or Sublot in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Living Unit or Sublot, all such persons shall be members, and the vote for such Living Unit or Sublot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Sublot.

Class B. The Class B member shall be the Declarant and Declarant as the Class B member shall be entitled to ten (10) votes for each Living Unit or Sublot owned in the Exhibit "A" property. Class B membership shall cease and become converted to Class A membership when Declarant no longer owns any Living Units or Sub-lots.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration and as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation laws of the State of Ohio as they may be in effect from time to time.

**ARTICLE IV**  
**DUTIES OF ASSOCIATION AND COVENANT FOR MAINTENANCE  
AND ASSESSMENT**

Section 1 - Duties of Association. The Association shall be charged with the duty and responsibility of maintaining, repairing and replacing the Common Areas and Facilities. Further, the Association shall be charged with the duty and responsibility of (i) promoting the recreation, health, safety and welfare of the Members; (ii) granting and accepting easements; (iii) levying and collecting the assessments provided for hereinbelow; (iv) to maintain all landscaped mounds required by Perry Township and to refrain from any substantial alteration thereof without the consent of Perry Township; (v) to maintain, repair and replace all common areas and facilities, including all "Local Service Drainage Easement" as shown on the plat for Azalea Ridge Subdivision; and (vi) performing such other services and taking such other actions as are approved by the Members and as are not inconsistent with the terms and provisions hereof.

Section 2 - Creation of the Lien and Personal Obligation of Assessment. Declarant from and after the filing of the Plat and each Owner of any Living Unit or Sublot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) reasonable annual assessments or charges; and (2) reasonable special assessments for capital improvements and other expenditures approved by the Association; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property or Sublot against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Section 3 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing funds necessary for the Association's discharge of its duties and responsibilities as herein provided.

Section 4 - Basis of Annual Assessments. The date of commencement of annual assessment and the amount thereof shall be determined by the Trustees of the

Association pursuant to Article IV, Section 6 hereof. The assessment period shall be based on the calendar year. The Board of Trustees shall establish a Budget and set the assessments for each year.

Section 5 - Special Assessments for Capital Improvements, Etc. In addition to the assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement including necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the Board of Trustees.

The assessments set out in Sections 2, 4, and 5 above are enforceable as provided by law or under Article IV, Section 8 of this Declaration.

Section 6 - Date of Commencement of Assessments. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

Except as otherwise provided herein, the first annual assessment shall be made for the balance of the calendar year in which it is made and levied and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

Annual assessments shall be paid yearly, semi-annually, quarterly, or monthly as determined by the Trustees,

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessments. Special assessments shall be paid yearly, semiannually, quarterly or monthly as determined by the Trustees.

All assessments shall be apportioned by dividing the total sum thereof by the number of Sublots in Azalea Ridge Subdivision.

Section 7 - Duties of the Board of Trustees The Board of Trustees of the Association shall supervise and manage the affairs of the Association and shall cause the Association to discharge its duties as established herein, and shall levy and collect assessments as herein provided. Further, the Board of Trustees of the Association shall prepare a roster of the Owners of the Sublots and of the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of an assessment shall be sent to every Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 8 - Assessments a Lien; Effect of Non-payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association. All assessments shall be a lien against the subject Sublots and Living Units in the amount attributable thereto as hereinabove set forth from and after the date on which same are levied or assessed by the Trustees. If the assessments are not paid on the date when due, then such assessment shall become delinquent, together with interest thereof and cost of collection thereof as hereinafter provided.

If any installment of an assessment or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation; provided, however, upon the Association's filing of a lien of record against the property, the same shall be enforceable against the Owner's successor in title, if not satisfied by the Owner.

The Association may file in the office of the County Recorder an Affidavit of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Affidavit of Lien and, its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property. The Association shall cause a copy of said Affidavit of Lien to be served by regular United States certified mail postage prepaid, to the last known address of the Owner.

Section 9 Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of a first mortgage, if any, placed upon the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of

any such subsequent assessment.

Section 10 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the Township of Perry and devoted to public use; and (b) All properties of the Township of Perry which are exempted from taxation by the laws of the State of Ohio.

## **ARTICLE V** **ARCHITECTURAL CONTROL**

Section 1 - Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within the Property, until the plans and specifications showing the nature, kinds, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Declarant or its representative in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types. Responsibility for Architectural Control as described above will transfer from the Declarant to the Association when Declarant ceases to own any Sublots, whereupon the Board of Trustees may, if it so desires, establish an Architectural Review Committee comprised of three (3) members, all of which shall be Members. The Board of Trustees shall be responsible for appointing all three members. The Board of Trustees shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Section 2 - Architectural Review - Township. The procedures established for architectural control set forth in Section 1 above by the Declarant for itself, the Association and the Architectural Review Committee to be hereafter established, shall not in any manner conflict with, supersede, abridge or limit the architectural review procedures now existing or hereafter established by the Township. Declarant's right of review and approval of structures to be built upon the Sublots within Azalea Ridge Subdivision is intended to be in cooperation with the architectural approval procedures adopted by the Perry Township in order to further ensure, preserve and obtain a desirable, suitable and harmoniously designed residential community containing high aesthetic values.

## **ARTICLE VI** **GENERAL REQUIREMENTS AND RESTRICTIONS**

Section 1 - Signs. No sign or other advertising device of any nature shall be placed upon any Sublot except for signs placed by the Declarant or by Builders and Developers and approved by the Declarant promoting the development and providing information to Owners and prospective purchasers. "House for Sale" signs may be permitted with the approval of the Board of Trustees.



Section 2 - Use. No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to dwelling units used as model homes by Declarant, Builders and Developers.

Section 3 - Clotheslines. No clothing or any other household fabric shall be hung outside of any Living Unit.

Section 4 - Machinery. After construction of a Living Unit, no machinery shall be placed or operated upon any Sublot except such machinery as is used in landscaping or in maintenance of a private residence, or such machinery as is used in connection with approved additions to the Living Unit or construction of additional improvements on such Sublot as approved by the Declarant and/or the Board of Trustees.

Section 5 - Fences. No fence of any kind whatsoever shall be erected or placed on any Sublot until the construction plans and specifications and a plan showing the location of the fence have been approved by the Declarant or the Architectural Review Committee as to quality of workmanship and materials, type of fence, harmony of design with existing structures and as to location with respect to topography and finished grade elevation.

Section 6 - Dumping, Trash, etc. No dumping is permitted on any part of the Property unless necessary for construction or improvements and authorized by the Declarant or the Board of Trustees of the Association. No Sublot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash cans, garbage cans and waste and refuse containers shall be kept and stored inside the garage of the main dwelling or inside any approved out-building and further, may only be deposited at the street for collection on the morning of the scheduled collection. Each Sublot must be kept and maintained in good visual order, with no debris or unsightly refuse permitted to accumulate by the Owner or Owners.

Section 7 - Miscellaneous Vehicles. No motorized vehicles (mini-bikes, motorcycles, mopeds, snowmobiles, etc.) shall be permitted to operate on any common areas. No vehicles other than automobiles, sport utility vehicles, or pick-up trucks shall be parked on any Sublot continuously for more than 8 hours.

Section 8 - Firearms and Hunting. Unless written approval of the Board is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees.

Section 9 - Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Sublot at any

time, either temporarily or permanently, unless approved by the Declarant or Architectural Review Committee.

Section 10 - Construction Trailers, etc. Construction trailers utilized by Builders and/or Developers shall be placed as far as possible off public and private rights-of-way, and shall be concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way shall be graded and seeded as soon as possible after construction by the Owner. Every reasonable effort shall be made by the Builder/Owner to keep the sites clear of debris during construction.

Section 11 - Repairs and Maintenance. All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each Owner of a Sublot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear.

Section 12 - Conduct of Business Prohibited No industry, business, trade, occupation or profession of any kind, whether commercial, religious, charitable, educational, or otherwise, whether or not organized for profit, shall be conducted, maintained, or permitted on any portion of a Sublot or within any portion of a Living Unit, except as permitted by the Zoning Code of Perry Township.

Section 13 – Requirements Applicable to Elevations Facing Dedicated Streets Elevations facing dedicated streets shall be clad to the extent of not less than twenty percent (20%) thereof with brick or stone.

Section 14 – Concrete Block or Other Foundation Materials to be Covered to Grade Concrete block or other foundation materials shall, to the extent above final grade, be covered with brick or other building material acceptable to Declarant and shall not be left exposed.

Section 15 - Mail Boxes Mail boxes and mail box support posts, etc. shall be of a uniform design approved by Declarant, and no mail boxes or mail box support structures shall be utilized in the Subdivision except those which are consistent with the uniform design approved by Declarant.

Section 16 – Minimum Living Unit Sizes Living Units shall comply with the following minimum square footage requirements exclusive of basements, garages, porches, or balconies, to-wit:

1 Story/Ranch Living Unit:	1,800 square feet
1 ½ Story or Split Level Living Unit:	1,800 square feet
2 Story (or more) Living Unit:	1,800 square feet

Section 17 - Roofing Materials Requirement All roofing materials shall be 30 year architectural shingles or equivalent if approved by Declarant or by the Association.

Section 18-Completion of Construction Within One Year\_Construction of all new improvements on any Sublot shall be fully completed not later than one (1) year following the commencement of the construction thereof.

Section 19 Yard Drains Each Sublot shall have a rear yard inlet installed in conjunction with the construction of each Living Unit for the purpose of collecting storm water runoff from the Sublot upon which said Living Unit is to be located, which yard inlet shall be connected to the storm lateral at the adjacent right-of-way. A site plan indicating the yard inlet location and storm lateral connection shall be approved by Perry Township prior to the commencement of construction of any Living Unit.

## **ARTICLE VII EASEMENTS**

Section 1 - Easements. Except as prohibited pursuant to the terms and provisions of the Environmental Easement, the Declarant reserves the sole right to grant consents, easements and rights-of-way for the construction of public or private utility facilities, electric light, telephone and telegraph poles and conduits, cable television lines, security systems, gas pipes, sewer and water lines in, over, under and upon any and all highways or roadways now existing or hereafter established upon which any portion of any Sublot may now or hereafter front or abut. No structures, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities or which may change direction of flow or drainage channels or which may obstruct or retard the flow of water through drainage channels and/or the facilities referred to in this paragraph. The easement area of each Sublot and all improvements in it shall be maintained continuously by the Owner of the Sublot for those improvements therein for which a public or private authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Sublot at any place or time that is required in order to make any installation, to carry out any maintenance, or to perform any other such function or operation in accordance with such easements. Furthermore, Declarant reserves easements and rights-of-ways, within, over, under and across the front twelve (12) feet of each Sublot parallel with and contiguous to all street right-of-way lines for the installation, maintenance, repair and operation of underground gas lines, electric lines, telephone lines, cable television lines, security system lines and any other utility lines, wires, pipes and conduits; and, additionally, reserves the right to assign the use of said easements and rights-of-ways, or to grant easements or rights-of-ways for the same, to the respective utility companies and others to service the Sublots, or to dedicate the same to public use.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

Section 1 - Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity and shall not be terminated except pursuant to a written instrument signed by the then owners of two-thirds (2/3) of the Sublots and Living Units and any such termination shall further be subject to the written consent of Perry Township, which shall likewise be endorsed on such instrument and shall not be effective until said instrument has been filed for record with the office of the Lake County Recorder.

For purposes of meeting the two-thirds requirement, when Living Units are counted, the Sublot or Sublots upon which such Living Units are situated shall not be counted.

Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the Township of Perry is hereby expressly declared to be a third party beneficiary with respect to these covenants and restrictions and shall similarly be entitled to enforce same by proceedings at law or in equity against any person or persons violating or attempting violation, or to recover damages, as well as against the Association or any Owner.

Section 4 - Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Sublot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability. The Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Lake County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant no longer owns any Sublots or Living Units, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment or waiver shall prevent a Living Unit from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment. Notwithstanding the foregoing, no such amendment to this Declaration shall be effective unless consented to in writing by the Township of Perry.

(b) After Declarant no longer owns any Sublots or Living Units, an amendment, annulment or waiver of any provision hereof shall be effective if approved at a duly called and held meeting by not less than sixty-six and two-thirds percent (66 2/3rds%) of the membership in person or by proxy, provided that such amendment likewise shall not be effective unless consented to in writing by the Township of Perry.

Section 7 - Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8 - Word Usage. Words used herein in the singular shall be construed to mean the plural, words used in the plural, the singular, words used in the masculine or neuter, the feminine or neuter, whenever the context so requires.

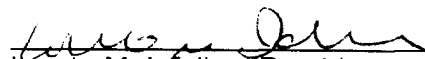
Section 9 - Copy of Declaration. A copy of this Declaration of Covenants and Restrictions shall be furnished to the Purchaser of each Sublot within the Subdivision prior to the sale of a Sublot and receipt thereof shall be acknowledged in the sales agreement.

**IN WITNESS WHEREOF**, the Declarant and the Association have hereunto set their hands at Painesville, Ohio on the date and year first above written.

**DECLARANT:  
LORETO DEVELOPMENT PERRY  
COMPANY**

  
Loreto M. Iafelice, President

**AZALEA RIDGE SUBDIVISION  
OWNERS' ASSOCIATION, INC.**

  
Loreto M. Iafelice, President

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public for and in said County and State, personally appeared the above **LORETO DEVELOPMENT PERRY COMPANY**, by **LORETO M. IAFELICE**, its President, who did acknowledge that he did sign the foregoing instrument and that the same is his free act and deed and that it is the free and voluntary act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Painesville, Ohio this 12<sup>th</sup> day of June, 2006.



David J. Richards, Jr.  
Notary Public  
DAVID J. RICHARDS, JR., Attorney  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.83 R.C.

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public for and in said County and State, personally appeared the above **AZALEA RIDGE OWNERS' ASSOCIATION, INC.** by **LORETO M. IAFELICE**, its President, who did acknowledge that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

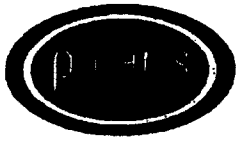
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Painesville, Ohio this 15<sup>th</sup> day of June, 2006.



David J. Richards, Jr.  
Notary Public

Prepared by:  
David J. Richards, Jr., Esq.  
60 South Park Place  
Painesville, Ohio 44077

DAVID J. RICHARDS, JR., Attorney  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.83 R.C.



**Polaris Engineering & Surveying**  
 34600 Chardon Road Suite D  
 Willoughby Hills, Ohio 44094  
 Office: (440) 944-4433  
 Fax: (440) 944-3722

**MARCH 8, 2006  
 LEGAL DESCRIPTION OF  
 A 30.9390 ACRE PARCEL  
 (FUTURE AZALEA RIDGE SUBDIVISION)**

Situated in the Township of Perry, County of Lake and State of Ohio and known as being part of Original Township Lots No. 82 and 83 and being further described as follows:

Beginning at an iron pin monument found at the intersection of the centerline of Antioch Road (60 feet wide) with the Northerly sideline of North Ridge Road, aka US Rt. 20 (80 feet wide);

Thence South 01°26'55" East, along the centerline of said Antioch Road, 41.74 feet to the centerline of said North Ridge Road;

Thence North 71°53'59" East along said centerline of North Ridge Road, 109.18 feet to the Northwest corner of land conveyed to 4166 Properties LLC by deed as recorded in document #2003R066111 of the Lake County Records (P.PN: 03-A-075-0-00-017-0);

Thence South 18°06'01" East along the Westerly line of said 4166 Properties LLC, passing thru a 5/8" iron pin set (Id: Polaris) 40.00 feet therefrom, 248.65 feet to a 5/8" iron pin set (Id: Polaris) set at an angle point therein;

Thence South 00°41'13" East, continuing along said Westerly line of 4166 Properties LLC, 663.03 feet to a 5/8" iron pin found at the southwesterly corner thereof, said point also being the **PRINCIPAL PLACE OF BEGINNING** of the parcel herein described;

**COURSE I** Thence North 89°16'17" East along the Southerly line of 4166 Properties LLC, 483.43 feet to a 5/8" iron pin set (Id: Polaris) set along the Westerly line of land conveyed to Walker Brothers Supply Company Inc. by deed as recorded in document #1998R003885 (P.PN: 03-A-075-0-00-015-0) of the Lake County Records;

**COURSE II** Thence South 01°19'44" East along said Westerly line of Walker Brothers Supply Company Inc, 2036.12 feet to a 1-1/2" iron pipe found at the Southwest corner therein, said point also being along the Southerly line of Original Lot No. 82 and the Northerly line of land conveyed to Richard C. Valentine by deed as recorded in document #2003R002407 (P.PN: 03-A-074-0-00-013-0) of the Lake County Records;

**MARCH 8, 2006  
LEGAL DESCRIPTION OF  
A 30.9390 ACRE PARCEL  
(FUTURE AZALEA  
RIDGE SUBDIVISION)  
PAGE 2**

- COURSE III** Thence South 88°59'25" West along said Southerly line of Original Lot No. 82 and the Northerly line of land conveyed to said Richard C. Valentine and the Northerly line of land conveyed to Leslie M. Guerra as recorded in document #980036902 (P.PN: 03-A-011-0-00-011-0) of the Lake County Records, 257.64 feet a 5/8" iron pin set (Id: Polaris) at the Northwest corner of land conveyed to Kurt W. West by deed as recorded in document #200202479 (P.PN: 03-A-074-0-00-018-0) of the Lake County Records;
- COURSE IV** Thence South 01°40'23" East along the Westerly line of said Kurt W. West, 256.63 feet to the centerline of Middle Ridge Road (55 feet wide), passing thru a 5/8" iron pin set (Id: Polaris) 228.85 feet therefrom, along the Northerly sideline of said Middle Ridge Road;
- COURSE V** Thence South 81°42'54" West along the centerline of said Middle Ridge Road, 124.98 feet to the Southeast corner of land conveyed to Michael & Lori Ryan by deed as recorded in Volume 536 Page 1011 (P.PN: 03-A-074-0-00-009-0) of the Lake County Official Records;
- COURSE VI** Thence North 01°40'23" West along the Easterly line of said Michael & Lori Ryan, passing thru a 1" iron pipe found at 27.50 feet therefrom, along the Northerly sideline of said Middle Ridge Road, 272.36 feet to a 5/8" iron pin set (Id: Polaris) at the Northeast corner therein, said point also being along the Southerly line of Original Lot No. 82;
- COURSE VII** Thence South 88°59'25" West along said Southerly line of Original Lot No. 82 and the Northerly line of land conveyed to Michael & Lori Ryan, 108.45 feet to a 5/8" iron pin set (Id: Polaris) at the Southeast corner of Red Mill Subdivision No. 2, Phase 1 as recorded by plat in Volume 32 Page 26 of the Lake County Plat Records, from which point a 5/8" iron pin found bears South 11°26'47" East, 1.80 feet and North 78°33'13" East, 0.33 feet;
- COURSE VIII** Thence North 11°28'58" West along said Easterly line of Red Mill Subdivision No. 2, Phase 1, and the easterly line of Red Mill Subdivision No. 2, Phase 2 as recorded by plat in Volume 38 Page 34 of the Lake County Plat Records, 1846.63 feet to a 5/8" iron pin set (Id: Polaris) at the Northeast corner thereof from which point a 5/8" iron pin found bears North 08°18'33" East, 1.74 feet, said point also being in the westerly line of subplot no. 32 of Azalea Ridge Subdivision (proposed);



**MARCH 8, 2006  
LEGAL DESCRIPTION OF  
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RIDGE SUBDIVISION)  
PAGE 3**

- COURSE IX** Thence North  $08^{\circ}18'33''$  West along the westerly line of said proposed subplot no. 32, 28.11 feet to a 5/8 inch iron pin set (Id: Polaris) at the northwesterly corner thereof;
- COURSE X** Thence North  $81^{\circ}41'27''$  East, along the northerly line of said proposed subplot no. 32, 134.86 feet to a 5/8 inch iron pin set (Id: Polaris) at an angle point therein;
- COURSE XI** Thence South  $57^{\circ}32'03''$  East, continuing along the northerly line of said proposed subplot no. 32, 39.99 feet to a 5/8 inch iron pin set (Id: Polaris) in the curved northerly sideline of Azalea Ridge Drive (proposed);
- COURSE XII** Thence easterly, along the arc of a curve in said proposed northerly sideline, deflecting to the right, said curve having a length of 85.75 feet, a radius of 65.00 feet, a central angle of  $75^{\circ}35'08''$  and a chord which bears North  $70^{\circ}15'31''$  East, 79.66 feet to a 5/8 inch iron pin set (Id: Polaris) at the northeasterly corner of subplot no. 31 of said proposed Azalea Ridge Subdivision;
- COURSE XIII** Thence North  $26^{\circ}53'26''$  East, along the northerly line of said proposed subplot no. 31, 196.94 feet to the **PRINCIPAL PLACE OF BEGINNING** and containing 30.9390 acres of land (1,347,702 square feet), 30.8600 acres (1,344,265 square feet) excluding the right of way of Middle Ridge Road, based on a survey performed in December, 2005 by Daniel Laux P.S. No. 7087 of Polaris Engineering & Surveying, Inc. be the same more or less, but subject to all legal highways and easements of record. Basis of Bearings are NAD 83 datum. All iron pins set are 5/8 inch by 30 inch rebar with plastic identification caps.



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Daniel Laux, P.S. 7087



MODE = MEMORY TRANSMISSION

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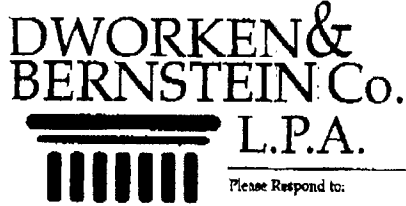
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-DWORKEN BERNSTEIN -

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Marvin P. Dworken	Geoffrey H. Turroff	Howard W. Bernstein*
Melwyn E. Resnick	Jodi Litman Tomaszewski	David M. Dworken*
David J. Richards, Jr.	Richard N. Selby II	Of Counsel
Patrick J. Perotti**	Kristen M. Sharlock	Jerome Beroff
Irving Rosner	Jonathan T. Sander	*Resnick
Alec Bernstein	Steven H. Corven	**Board Certified in Family Relations Law
Gary S. Olin**	Anna M. Parise	***Board Certified in Employment Law
Howard S. Rabb	Nicole L. Donachy	*Also Admitted to Practice in Florida
Patrick T. Murphy	Nicole T. Fiorelli	
Keith R. Kraus*		

Please Respond to: Painesville Office

May 31, 2006

writer's e-mail:  
drichards@dworkenlaw.com

Facsimile No. (440) 357-5511

James M. Lyons, Esq.  
Lyons & McDonnell Co., LPA  
240 E. Main Street  
Painesville, Ohio 44077

Via Facsimile

In re: Azalea Ridge

Dear Mr. Lyons:

Transmitted herewith is the legal description you requested for Azalea Ridge Subdivision which will be the one to be attached as Exhibit "A" to the Covenants and Restrictions for Azalea Ridge Subdivision.

If you require anything further, please advise.

Very truly yours,

DWORKEN & BERNSTEIN CO., LPA

*David J. Richards, Jr.*  
David J. Richards, Jr.

DJR:gh