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LAKE COUNTY OHIO
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FRANK A SUPONCIC
LAKE COUNTY RECORDER

REC. FEE: 36.00
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COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE
RECORDER

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AMENDMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
LAKE ERIE SHORES, PAINESVILLE TOWNSHIP,
LAKE COUNTY, OHIO

THIS AMENDMENT TO MASTER DECLARATION (this "Amendment") is made and entered into as of the 14 day of December, 2006, by LAKE ERIE SHORES DEVELOPMENT, LLC ("Developer").

RECITALS:

A. Pursuant to the terms of a Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores dated as of April 30, 2002, and recorded on May 9, 2002, as Instrument No. 2002R023781 of Lake County, Ohio Records (the "Original Declaration"), Declarant subjected certain real property to the Declaration (as hereinafter defined).

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

- (a) Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 102, Inclusive, Lake Erie Shores, Phase I, and All Subsequent Future Phases, Painesville Township, Lake County, Ohio, dated as of April 23, 2003, and recorded as Instrument No. 2003R024450 of Lake County, Ohio Records;
- (b) Amendment and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 252, Inclusive, Lake Erie Shores, Phases I, II, III, and All Subsequent Further Phases, Painesville Township, Lake County, Ohio, dated as of October 20, 2004, and recorded as Instrument No. 2004R050271 of Lake County, Ohio Records;
- (c) Amendment and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 252, inclusive, Lake Erie Shores, Phases I, II, III, and North Shore Estates, Phase V, Lots 1 through 56, Inclusive, All Subsequent Further Phases, Painesville Township, Lake County, Ohio, dated as of March 28, 2005, and recorded as Instrument No. 2005R012444 of Lake County, Ohio Records;
- (d) Amendment and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 302, Inclusive, Lake Erie Shores, Phases I, II, III, IVA and IVB, and All Subsequent Further Phases, Painesville Township, Lake County, Ohio, dated as of September 22, 2005, and recorded as Instrument No. 2005R043348 of Lake County, Ohio Records; and
- (e) Amended and Additions to the Master Declaration of Covenants, Conditions and Restrictions for Lot Nos. 1 through 302, Inclusive, Lake Erie Shores, Phase I, IIA, IIB, III, IVA, IVB, Villas Grande, Nautica and North Shore Estates, and All Subsequent Further Phases, Painesville Township, Lake County, Ohio, dated as of

June 7, 2006, and recorded as Instrument No. 2006R024098 of Lake County, Ohio Records.

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

D. Developer has not yet sold all of the Parcels, and desires to amend the Declaration in order to clarify that (a) the obligation for the maintenance of private roads, parking areas and other hard surface areas within any Neighborhood shall be the responsibility of the Neighborhood Association within which such roads, parking areas and hard surface areas are located, and (b) that the maintenance of mailbox facilities located within any Neighborhood shall be the responsibility of the Neighborhood Association within which such facilities are located.

AGREEMENTS:

In consideration of the foregoing Recitals and the rights reserved to Developer pursuant to the Declaration, Developer hereby declares as follows:

1. AMENDMENT. The Declaration is hereby amended as follows:

(a) Article V, Sections 1(b) and (c) of the Declaration are amended to provide that the repair, maintenance and snow and ice removal for the private roads, parking areas and other hard surface areas within the Neighborhoods known as the Townhomes of Tradewinds located in Phase 2B, Nautica at Lake Erie Shores Condominium Units and Villa Grande shall be the responsibility of the Neighborhood Association within which such private roads, parking areas and other hard surface areas are located and shall not be the responsibility of the Master Association. The only parking areas and other hard surface areas that are the responsibility of the Master Association to repair or maintain are the playground/pavilion parking lot and pathways and the parking lot and pathways and bridges associated with the Beach and pavilion areas.

(b) Section 1(e) of the Declaration is amended to provide that all mailbox facilities located within the Neighborhoods known as the Townhomes of Tradewinds located in Phase 2B, Nautica at Lake Erie Shores Condominium Units and Villa Grande shall be maintained by the Neighborhood Association within which such mailbox facilities are located and not by the Master Association.

(c) To the extent that the definition of Common Areas in the Declaration is inconsistent with amendments set forth in Paragraphs (a) or (b), above, the definition of Common Areas is revised in such manner as to make such definition consistent with such amendments.

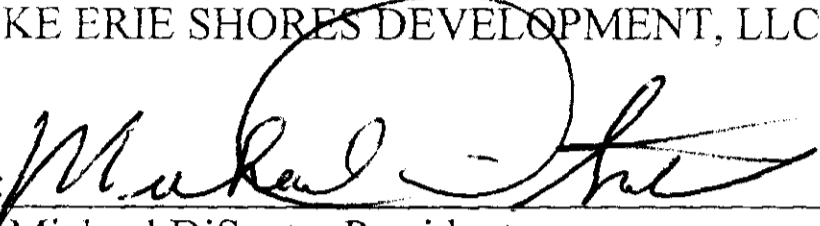
2. NO OTHER AMENDMENTS. Except as modified by this Amendment, the Declaration shall remain unmodified and in full force and effect.

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

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

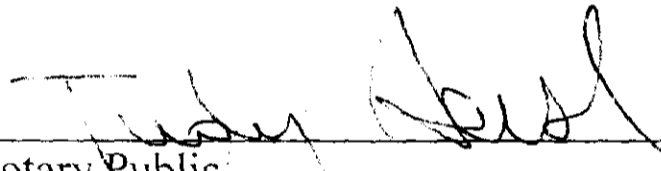
IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

LAKE ERIE SHORES DEVELOPMENT, LLC

By: 
Michael DiSanto, President

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this 14 day of December 200 , by Michael DiSanto, President of Lake Erie Shores Development, LLC, an Ohio limited liability company, for and on behalf of said limited liability company.


Notary Public

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15 2008

This instrument prepared by:

Paul J. Singerman, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
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