

COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE
RECORDER

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A handwritten signature in black ink, appearing to read "Frank A. Suponic".



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**DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS
FOR
THE VILLAGES OF MARSHVIEW LANDING**

THIS DECLARATION (the "Declaration") is made this 20th day of December, 2005, by and between **WHITEHILL DEVELOPMENT COMPANY LLC**, an Ohio limited liability company (hereinafter referred to as "Developer") and **THE VILLAGES OF MARSHVIEW LANDING OWNERS' ASSOCIATION, INC.**, an Ohio non-profit corporation (hereinafter sometimes referred to as the "Association"), both having the address of 759 Lake Shore Boulevard, Unit F, Painesville, Ohio 44077.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II, Section 1 of this Declaration and desires to create thereon one or more residential communities with open spaces and other common areas, and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, for the benefit of said property and each owner thereof, the Developer, its successors and assigns, and the City of Mentor (the "City") as hereinafter set forth; and

WHEREAS, it is understood and anticipated that the Developer may assign a portion, or all, of its obligations hereunder to a nominee; and

WHEREAS, it is further understood and anticipated that there may be subsequent amendments made to this Declaration; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in The Villages of Marshview Landing in Mentor, Ohio (the "Community"), to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has been incorporated under the laws of the State of Ohio, as a non-profit corporation, 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 herein;

NOW, THEREFORE, Developer 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, easements, and restrictions of record and hereinafter set forth, and further specifies that the covenants, easements, and restrictions imposed, granted and/or reserved in this Declaration shall constitute covenants, easements, and restrictions running with the land and shall be binding

2005-01-11
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INSURANCE CO.

Plat vol 51 pg 10

2005 R055628

upon Developer, its successors and assigns, and all other owners of any part of said real property, including, but not limited to, the Association and Owners, 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) "Association" shall mean and refer to THE VILLAGES OF MARSHVIEW LANDING OWNERS' ASSOCIATION, INC.
- (b) "Common Areas" shall mean and refer to the real property in the Community devoted to the common use and enjoyment of the Owners, consisting of all of the land designated in Exhibit "A" attached hereto, including, without limitation, private roads, drives, paths and walks not within the bounds of a Parcel and the entrances, exits and any other installations related thereto; the ponds or other bodies of water other; and any landscaped or open areas not located within a Parcel. The Common Areas shall be conveyed by the Developer to the Association as defined herein.
- (c) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions of The Villages at Marshview Landing and any supplements or amendments thereto.
- (d) "Developer" shall mean and refer to WHITEHILL DEVELOPMENT COMPANY LLC, an Ohio limited liability company, its successors and assigns.
- (e) "Living Unit" shall mean and refer to all units of residential housing constructed or to be constructed upon the Property, whether they are single-family residences, attached dwelling units, or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended.
- (f) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section I hereunder.
- (g) "Occupant" shall mean an Owner, lessee, land contract vendee and their family members or any other person or persons occupying a Living Unit in the Community as their residence.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel and/or Living Unit situated upon the Property but, notwithstanding any applicable theory of the mortgagee, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Parcel" shall mean and refer to any lot on the recorded plat of the Community upon which a Living Unit is constructed or is intended to be constructed.

(j) "Rules" shall mean and refer to the rules, regulations, policies and procedures governing the use, occupancy, operation, maintenance and physical appearances of the Property, including Parcels and Living Units, as adopted from time to time by the Association.

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 City of Mentor, County of Lake, State of Ohio, and is more particularly described on Exhibit "B" attached hereto and made a part hereof.

Section 2 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Property except as hereinafter provided.

Section 3 – Additional Land. Developer, its successors and assigns, hereby reserves the right, but not the obligation, from time to time to add additional property (the "Additional Land") to the Property and to subject the same to the provisions of this Declaration by amendment hereto duly executed and recorded with the Recorder of Lake County without any action by the Association or its members.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every Owner shall be a member of the Association. The membership of the Association shall be divided into two classes, Class A and Class B, entitled to the rights hereinafter set forth with respect to such classifications. Class A members shall be all those Owners as defined in Article I with the exception of Developer. The only Class B member shall be the Developer.

Section 2 - Voting Rights.

(a) Class A members shall be entitled to one vote for each Living Unit or Parcel 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 Parcel, all such persons shall be members, and the vote for such Living Unit or Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Living Unit or Parcel.

(b) The Class B member shall be entitled to three (3) votes for each Living Unit or Parcel owned by Developer in the Property, provided that the Class B membership shall cease and become converted to Class A membership as soon as the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Parcel in the Property owned by it.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Parcel or Parcels upon which such Living Units are to be situated shall not be counted.

Section 3 – Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations (“Code”) of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as is permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV COMMON AREAS

Every Owner shall have a right and easement in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Parcel. The Common Areas shall be conveyed to the Association.

Developer shall retain the legal title to the Common Areas until such time as two-thirds (2/3rds) of all the Parcels in the Community are sold. If the Common Area within the Community is conveyed to the Association before completion of all Living Units within the Community, the Developer shall retain for itself, or the Association shall grant, a construction easement to Developer until such time as construction of all Living Units within the Community are complete.

Notwithstanding the definition of “Common Area” as herein specified, every Owner shall have the right, with the prior written consent of Developer or the Association, to use a portion of the Common Area contiguous to his Parcel for such Owner’s individual use for a patio, driveway or similar outdoor uses. Such additional area shall upon such approval be deemed “Limited Common Area” which shall be for the exclusive use of the Owner of the contiguous Parcel. Such Limited Common Areas shall not exceed a maximum of 200 square feet in area, except where used exclusively for driveways, in which case the area shall be determined based upon a site plan approved by both the Developer or the Association and the City of Mentor.

ARTICLE V ASSOCIATION'S AND OWNER'S MAINTENANCE RESPONSIBILITY

Section 1- Association’s Maintenance Responsibility. Developer shall maintain the Common Areas as set forth below until the Common Area is conveyed to the Association. Thereafter, the Association shall keep the Common Area in good condition and repair, in a clean, attractive, and

sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Without limiting the foregoing, the Association shall have the following responsibilities within the Community:

(a) All grassy and landscaped and other open areas of the Property, including the areas within each Parcel and the perimeter buffer areas, (excluding areas remaining in their natural state) shall be mowed, cut, pruned, trimmed, mulched, fertilized and otherwise maintained on a regular basis, replacing any grass and landscaping as required to keep such areas neat, trimmed, and aesthetically pleasing. For purposes of this Article V, "landscaping" shall be deemed to mean all permanent plantings such as grass, trees and shrubs; provided, however, that if a shrub or tree requires replacement, the Association shall determine whether to substitute a new plant of like or different kind or type, or whether to replace with grass, beds or otherwise, at such discretion of the Association.

(b) All streets shall be privately owned and maintained initially by Developer and then by the Association. Access to Grace Court shall be limited to emergency and maintenance vehicles only.

(c) Snow and ice shall be removed from (i) all private roads, (ii) the private driveway of each Parcel and (iii) visitor parking areas to keep the same reasonably free from such snow and ice as the circumstances may reasonably permit.

(c) Private streets and visitor parking areas shall be repaired and, if necessary, replaced, to keep them in good condition and repair.

(d) Utility facilities within the Community to the point where they intersect with a Parcel, including lighting installations, and water, sewer, gas, telephone and communication, electric and cable television lines and appurtenances which are not maintained by a utility company or otherwise owned by a public or quasi-public entity shall be repaired and replaced, if necessary, by the Association to keep the same in good working order and repair.

(e) All Common Areas, including open areas, all walks and paths, shall be maintained by the Association.

(f) All bio-retention basins and storm sewers shall be owned and maintained by the Association. The Association shall be responsible for periodic maintenance necessary to maintain the bio-retention basins and to keep them functioning as designed and intended to maintain storm water quality. The Association shall be responsible for maintenance and cleaning of storm sewers.

(g) The Association shall be responsible for all normal daily maintenance of the public right-of-way easement shown on the Subdivision Plat (Exhibit A). No changes to grade shall be made within the easement area without prior approval from the City of Mentor.

Section 2 - Owner's Maintenance Responsibility. Unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, each Owner shall maintain his or her Parcel, the interior and exterior of all Living Units and all other structures within his or her Parcel in good condition and repair consistent with the Association standards and all applicable covenants of this Declaration. In addition, each Owner shall keep

Owner's Parcel and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by Owner upon demand for such work by the Association, the Association shall have the right (but not the obligation) to commence or complete the repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead or administrative costs). If said charge is not paid by the Owner, the Association shall levy a special assessment against the Owner.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Living Unit or Parcel, with the exception of the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements or necessary repair or replacement work, such assessments to be fixed, established and collected on a monthly basis. The monthly and special assessments, together thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property 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 fell due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, utilities, management and supervision thereof.

Section 3 - Basis of Assessments. The annual budget for the initial year shall be first determined by Developer in good faith in consultation with the management company. The annual assessment for the initial year shall be \$80.00/month or \$960.00/yr. per Living Unit or Parcel. The Board of Directors of the Association or the Developer, after consideration of costs and future needs of the Association, may fix the assessment for any year thereafter at a greater or lesser amount. The assessment period shall be based on a calendar year. A prorated annual assessment shall be collected from the Owner through escrow upon closing on the purchase of the Parcel. Each subsequent annual assessment shall be due and payable the following calendar year on a monthly basis on dates fixed by the Board of Directors of the Association.

Section 4 - Reserves of the Association. Upon the conveyance of record title of a Living Unit or Parcel to an Owner from Developer, the Owner shall make a payment of Two Hundred Thirty Dollars (\$230.00) as a contribution to the working capital and reserves of the

Association ("Reserve Payment"). The Association shall maintain all Reserve Payments in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payment to this fund shall not be considered advance payments of annual assessments. Developer may not use any Reserve Payments to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

Further, upon the conveyance of record title of a Living Unit or Parcel to an Owner from Developer, the Owner shall make a payment of One Hundred Fifty Dollars (\$150.00) to fund future repairs to or replacement of the private on-site sanitary sewer facilities ("Sanitary Sewer Reserve Maintenance Fund"), to be maintained in a segregated account. This account shall not be amended or abridged without the written consent of the Lake County Sanitary Engineer. At such time as monies from this fund are used for sanitary sewer repairs or replacements, the Association shall levy a monthly assessment upon all Owners of a Living Unit or Parcel of sufficient amount to replenish this fund.

Further, upon the conveyance of record title of a Living Unit or Parcel to an Owner from Developer, the Owner shall make a payment of Eighty Dollars (\$80.00) to fund the cost of installing sidewalks within the right-of-way along Lakeshore Boulevard ("Lakeshore Boulevard Sidewalk Fund"), to be maintained in a segregated account. This account shall not be amended or abridged without the written consent of the City of Mentor. Installation of sidewalks shall commence at such time as the City of Mentor commences a general program to install sidewalks along Lakeshore Boulevard. Upon the completion of installation of sidewalks along Lakeshore Boulevard across the front of the development, this fund may be discontinued.

Section 5 - Special Assessment. In addition to the annual assessments authorized by Section 1 hereof, the Developer or the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any improvement or unexpected repair or replacement, provided that any such special assessment levied by the Association shall have the assent of two-thirds (2/3) of the Board of Directors of the Association and be approved pursuant to the Code.

The assessments set out above are enforceable under Article VI, Section 7 of this Declaration.

Section 6 - Date of Commencement of Assessments. The annual assessments provided for herein shall commence on the date of the transfer of title from Developer to Owner of the first Parcel. The assessments for any year shall become due and payable on a monthly basis on dates fixed by the Board of Directors of the Association. The due date of any special assessments under Section 5 hereof shall be fixed in the resolution authorizing such assessments.

Section 7 - Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the Property and 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 the assessment shall thereupon be sent to every Owner thereto.

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 – Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien, Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment, is not paid within thirty (30) days after the due date, the Association may charge an administrative late fee as set forth in the Rules, such delinquent assessment or installment shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month provided that such rate does not exceed the highest rate permitted by law in which event the rate charged shall be the highest rate permitted by law. 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 (additionally or alternatively) 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 and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice 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.

Section. 9 - Exempt Property. The following property subject to this Declaration shall be exempted from the charges, assessments and liens created herein: (a) all Common Areas; (b) all land exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption; and (c) Parcels, land and Living Units owned by Developer prior to the complete build-out of the Community.

ARTICLE VII ADDITIONAL COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Community to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owner and Occupants of a Living Unit or Parcel. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent.

The Association shall have the power to adopt, amend, repeal and enforce Rules restricting and regulating (i) the use and enjoyment of the Common Areas, (ii) the appearance of the Parcels and

Living Units and (iii) the actions of the Owners and Occupants of any portion thereof that affect the appearance, use or enjoyment of the Property. Such Rules may supplement, but may not be inconsistent with, the provisions of the Declaration. The Property shall be occupied and used in compliance with the Rules. Copies of the Rules shall be furnished by the Association to each Owner.

Section 1 – Architectural Control. No building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antennae of the type customarily used in residential areas in the immediate vicinity, shall be commenced, erected or maintained upon any Parcel or Living Unit except by the Developer, without first obtaining the approval of the Board of Directors in accordance with the procedure mandated by the Rules. Nor shall any exterior addition to or change or alteration upon any Parcel or Living Unit be made until the necessary approval is obtained from the Board of Directors pursuant to the Rules. In the event the Board of Directors or its designated committee fails to approve or disapprove such addition, alteration or change within thirty (30) days after Owner submits a written request pursuant to the Rules, such failure shall not constitute approval.

Section 2 – Temporary Facilities. No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time. Nor shall any temporary building, trailer, recreation vehicle, tent, shack, or barn be stored on the Property, unless stored out-of-sight within the confines of a residence or garage.

Section 3 - Nuisance. No noxious activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Association shall have absolute power to determine what is “reasonable” and what is “unreasonable” under this Section.

Section 4 – Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property without the approval of the Association, except that no more than a cumulative total of two (2) dogs, cats, birds or other customary household pets approved by the Association may be kept, subject to the Rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Notwithstanding the foregoing, any dog identifiable, as a whole or in part, of a breed commonly known as “Pit Bull” or “Rottweiler” shall not be permitted on any portion of the Property. The Rules may limit the number of pets which may be kept in any one Living Unit. The Association shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Association finds a violation of this Section.

Section 5- Signs. Except as permitted by the Rules, no sign or other advertising devices of any nature shall be placed upon any portion of the Property. Notwithstanding the foregoing, the restrictions of this Section 5 shall not apply to Developer. Any signs placed upon the Property must be in compliance with the City of Mentor Zoning Code.

Section 6 – Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse, or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within a Living Unit, on patio areas or other areas designated by the Association. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. No dumping or rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association may adopt a rule or rules which limit or permit the burning, incineration or storage of firewood, refuse or trash.

Section 7- Commercial or Professional Uses. Except as expressly permitted in this Declaration, or by the Rules, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Owner and/or Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities herein shall not interfere with the quiet enjoyment or comfort of any other Owner and/or Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Association first obtained. Such approval shall be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the Living Unit; (b) the business activity conforms to all City zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in a Living Unit except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Association. The Association may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of the Living Unit by the Developer or an Owner, the right of the Developer or the Association (or firm or agent employed by the Developer or Association) to approve commercial activities such as charity events, temporary food and beverage operations, the right of the Developer to maintain brokerage offices for sales of Parcels and resales thereof and the right of Developer to utilize a Living Unit for office purposes.

Section 8 – Storage of Vehicles and Machinery No truck (including a two-axle truck with four tires), camper, camper trailer, recreation vehicle, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping.

Section 9- Control of Trucks, Commercial Vehicles. No tractor trailer, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Property.

Section 10 - Traffic Regulations. All vehicular traffic shall be subject to the provisions of the laws of the State of Ohio and the City of Mentor concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules governing vehicular and pedestrian traffic on any private roads, including reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Ohio or the City of Mentor, and such Rules promulgated by the Association, the more restrictive Rules shall govern. Only drivers licensed to operate motor vehicles by the State of Ohio or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on any private road shall be operated in a careful, prudent, safe, and quiet manner.

Section 11 – Poles, Wires, Antennae and Satellite Dishes. Subject to applicable easement rights, no facilities, including poles, wires, antennae and satellite dishes (over twelve inches (12") in diameter) for the transmission of electricity, telephone messages, radio messages and the like shall be placed or maintained on or above the surface of the ground in any portion of the Property without the prior approval of the Association and unless such facilities are in compliance with the City of Mentor Zoning Code. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 12 - Water Bodies. Access to all ponds, streams, rivers, water courses and wetlands, shall be for aesthetic purposes only, and no other use thereof, including without limitation, irrigation, swimming, boating, fishing, wading, ice skating, playing or use of flotation devices, shall be permitted. Those persons engaging in activities upon, in, around or above the ponds, streams, rivers, wetlands and water bodies of the Property, expressly assume the risk of the inherent dangers of said activities and agree that the Developer and the Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of said ponds, streams, rivers, wetlands and water bodies.

Section 13 – Grading. No Person shall change the grade on any portion of the Property unless such grade change is in compliance with the City of Mentor Building Code and unless the consent of the Association is first obtained.

Section 14 - Drainage. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City.

Section 15 – Fences. Except as installed by Developer as part of the initial design of the Community, no fence or other device shall be installed or maintained on any Parcel, without the prior written approval of the Developer or Board of Directors. Any approved fence must comply with all applicable City of Mentor permits/ordinances. No clothes line or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any Parcel.

Section 16 – Exterior Maintenance. The Owner of each Living Unit shall provide reasonable exterior maintenance of each such Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements. All necessary maintenance of the Living Unit or other permitted structures shall be done in a manner to conform to the original architectural design. Each Owner of a Parcel shall, at his sole costs and expense, repair his Living Unit, keep the same in condition comparable to the condition of such Living Unit at the time of its initial construction, excepting only normal wear and tear.

Section 17 – Designated Wetlands and Riparian Corridor Requirements. The wetlands and riparian setback restrictions as delineated in Exhibit "A" are intended to preserve from disturbance, removal or destruction of, any vegetation, watercourse or wetland located therein and to thereby preserve and protect the natural environment as a whole. Within the wetlands and riparian setbacks delineated in Exhibit "A", each Owner shall prevent the disturbance, removal or destruction of any vegetation, and the removal, destruction or filling in of any watercourse or wetland.

Section 18 - Damage to Roads. No Owner shall damage any roads within the subdivision or permit any contractor, builder or materialman to damage said roads during the period of any home improvement or maintenance, or said Owner shall be personally liable for any cost of repairing such roads, including any damage to the curbs, and shall hold the Developer, its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street, curbs, etc. In the event that Owner or Owner's contractor, builder or materialman damage the street or curb area, and such damage is repaired by the Developer or the Association, Owner shall promptly reimburse Developer or the Association upon receipt of an invoice for the reasonable cost of the same.

Section 19 – Damage or Destruction of Living Unit. If all or any portion of a Living Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence and dispatch, to rebuild, repair or reconstruct such Living Unit in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the occurrence of the casualty and shall be completed within twelve (12) months after the occurrence of the casualty, unless prevented by causes beyond the control of the Owner.

Section 20 - Use of the Name "The Villages of Marshview Landing". No Person shall use the name "The Villages at Marshview Landing" or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name "The Villages of Marshview Landing" in printed and promotional material

where such words are used solely to specify that particular property is located within The Villages of Marshview Landing.

Section 21 – Sale, Leasing or Other Alienation of Living Unit.

(a) Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Parcel, and an Owner shall be able to transfer his Parcel freely by sale, gift, devise, lease or otherwise without restriction except as provided in subsection (b) below.

(b) Right to Lease Living Unit. It is the intent of Developer to create an Owner occupied Community. Nevertheless, an Owner shall have the right to lease all (but not less than all) of his Living Unit upon such terms and conditions as specified in the Rules, except that no Living Unit shall be leased or sub-leased for transient or hotel purposes and no lease shall extend beyond twelve (12) consecutive months. Any lease or sublease of a Living Unit for a period of less than four months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Living Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be a default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules. The limitations with respect to the leasing of a Living Unit shall not apply to the Developer or a first mortgagee of a Living Unit. No lease shall relieve the Owner from its obligation to comply with this Declaration, the Code and Rules. Each Owner shall provide copies of this Declaration, the Code and Rules as adopted by the Board of Directors to any lessee.

(c) Names of Owners and Occupants of Living Unit and Parcels. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of a Living Unit or Parcel, each Owner shall notify the Association in writing of the same, within five (5) days after such Owner's Parcel Living Unit has been transferred or leased to another person.

Section 22 - Waiver of Subrogation. Each Person as a condition of accepting title and/or possession of a Living Unit and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 23 – Violation of this Article. If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of the same, including, but not by way of limitation, design review criteria or standards established by the Association or the Developer (as long as the Developer is a Class "B" Member of the Association), the Association shall have the

right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right but not the obligation to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and the Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' fees and costs. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Declarations and the Code, a Person in violation of this Article shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' fees and costs, incurred to remedy such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, as provided in this Declaration, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 24 - Restrictions of Other Documents. Nothing contained in this Article shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Association, so long as such restrictions are not inconsistent with restrictions imposed by this Declaration or adopted by the Board. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the City's zoning, building or other requirements of ordinances and general law, or the approved development plan for the Property and stipulations and conditions attached thereto are more restrictive than these covenants and restrictions, the City's requirements shall prevail.

Section 25 – Certificate of Compliance with Restrictions. Upon the conveyance of a Parcel or an interest therein, the grantor shall have the right to request the Association to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Association, nor any trustee, officer or agent shall have any liability to the grantor, grantee or mortgagee of a Parcel or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of the Certificate of Compliance.

ARTICLE VIII
EASEMENTS

Section 1 – Parking Easements. There is hereby reserved an easement upon portions of the Property, as determined by Developer and/or the Association, in favor of the Developer, the Association, all Owners, Occupants, and their respective guests, licensees and invitees for the construction, alteration, rebuilding, restoration, maintenance, repair and use of designated parking areas within the Community as set forth on Exhibit A. Notwithstanding anything set forth above to the contrary, parking in such designated parking areas is solely for the guests, licensees and invitees of the Owners and Occupants, emergency and service personnel, and such needs of Owners and Occupants as approved by the Association.

Section 2 - Landscaping Easement. There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all landscaping installed or determined to be installed by Developer and/or the Association.

Section 3 – Utility Easements. There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, drainage, gas, telephone, electricity, television, cable and communication lines and systems as shown on the final plat of the Community, recorded with the Lake County Recorder and attached hereto as Exhibit A. By virtue of this easement, it shall be expressly permissible for Developer and the Association and their successors and assigns, the City, the County or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Unit and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located in the Community except as approved by the Developer, the Association or unless the same are shown on a recorded plat.

Section 4 – Easement for Ingress and Egress. There is hereby reserved an easement upon, across, over and through the private streets and any sidewalks, walkways, and parking areas in favor of the Developer, the Association, all Owners, Occupants, and their respective guests, licenses and invitees, emergency and service personnel for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 5 – Easements for Construction, Alteration, etc. There is hereby reserved in favor of Developer and granted to the Association an easement upon portions of the Property necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property.

Section 6 - Maintenance Easement. There is hereby reserved to Developer and for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Property for the purpose of mowing, removing, caring, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such action, unless otherwise provided herein; and provided, further, that the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to the provisions of this Declaration. Furthermore, the Association is granted easement rights to enter upon the Property, specifically including the Parcels, for the purpose of maintaining the driveways and landscaping of each Parcel and the Common Areas as provided in this Declaration. In maintaining the landscaping of each parcel and the Common Area by the Association, the use of pesticides, herbicides and fertilizers shall be limited to those organic types least likely to be disruptive to the ecosystem of the Mentor Marsh.

Section 7 – Scope of Easements and Dedication of Roadways and Utilities. To the extent the easement rights granted or reserved hereunder are definable within specific areas, the Developer or the Association (with the Developer's prior written consent so long as Developer is a Class “B” Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, City and other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or served.

Section 8 – Easements to Run with Lands. All easements and rights described herein are easements appurtenant to the Property and the Common Areas. shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the City or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of the Association, any Owner, Tenant, Occupant, purchaser, mortgagee, the City or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of street and traffic signs, sanitary sewers, storm sewers, drainage and swales to the City, County or other governmental agency having jurisdiction. No Owner or Occupant shall in any way hinder or obstruct the operation or

flow of the drainage system, sanitary sewers and other utilities. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City, County or other agency by formal action.

Section 9 – Special Developer Right. There is hereby reserved in favor of the Developer easements for the connection, extension, installation, maintenance, inspection, repair and replacement of all utilities and service lines and systems, including, but not limited to, water, sewer, drainage, gas, telephone, electricity, television, cable and communication lines and systems for the benefit of real estate outside the Property, whether or not Additional Land. If damage is caused by the Developer in the exercise of the easement and rights granted by this Section, it shall promptly repair such damage to the condition existing prior thereto. The right reserved to Developer in this Section shall terminate on the 10th anniversary of the date of transfer by Developer of the last Living Unit or Parcel in the Community.

ARTICLE IX 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, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved by the Developer or its designated architect in writing and all necessary City permits have been obtained. Payment for the cost of architectural review fees shall be the responsibility of the applicant. Responsibility for architectural control as described above will transfer from the Developer to the Board of Directors of the Association upon completion of the construction of all Living Units within the Property, or such time as Developer determines in its sole discretion.

ARTICLE X GENERAL PROVISIONS

Section 1 – Duration. This Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any Owner subject to the Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of this Declaration, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Parcels and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Parcel or Parcels upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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, prepaid.

to the last known address of the person who appears as Member or Owner of 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 to violate any covenant or restriction, either to restrain 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.

Section 4 – Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Living Unit, or Parcel, 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 Developer, 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 or part 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 the Developer, or Developer's designated successors or assigns has completed the sale of all Parcels, Developer, or Developer's designated successors or assigns shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing Living Units or 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.

(b) After the sale of all of the Parcels of the Property by the Developer to Owners, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than sixty-six and two-thirds (66-2/3) percent of the membership.

(c) In addition to the above, Developer and/or the Association shall have the right to amend this Declaration without the consent of any person solely to correct errors of omission or commission or as necessary to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

(d) A copy of the proposed amendment is filed with the City of Mentor prior to being recorded in the public records of Lake County

Section 7 - Special Amendment. Either the Developer or the Association shall have the right and power to authorize and record a special amendment to this Declaration at any time

and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and to the Association to make a special amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer and to the Association to vote in favor or make and record special amendments.

Section 8 - Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

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

**Whitehill Development Company, LLC,
an Ohio limited liability company**

By: [Signature]
William R. Dawson, Managing Member

**The Villages of Marshview Landing
Owner's Association, Inc.**

By: [Signature]
William R. Dawson, President

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named WHITEHILL DEVELOPMENT COMPANY LLC, by William R. Dawson, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 20th day of December, 2005.



ANTHONY J. AVENI, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

[Signature]
NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF FLAKE)

BEFORE ME, a Notary Public in and for said State, personally appeared the above-named THE VILLAGES OF MARSHVIEW LANDING OWNERS' ASSOCIATION, INC. by William R. Dawson, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 20th day of December, 2005.



ANTHONY J. AVENI, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

Anthony J. Aveni

NOTARY PUBLIC

Prepared by: Anthony J. Aveni, Esq.

Declaration (Final Draft)

LEGAL DESCRIPTION

THE VILLAGES OF MARSHVIEW LANDING SUBDIVISION NO. 1

Situated in the City of Mentor, County of Lake and State of Ohio and known as being part of Original Lots 1 and 2, Tract Number 11. Also being all of Sublots A, B, 1, 2, 3, 4, 5, 6, 7, 8, 9 and Part of Sublots C and 10 of Whitehill Allotment, Recorded Plat, Volume H, Page 33 of the Lake County Record of Plats.

Beginning at a point along the centerline of Lakeshore Boulevard (60 feet wide). Said point being the southeasterly line of lands conveyed to Scott A. Vokurka as recorded in Document No. 2004R056741;

Thence North $00^{\circ} 28' 35''$ West, 544.68 feet to an iron pin;

Thence South $89^{\circ} 02' 45''$ West, 117.90 feet to an iron pin along the centerline of Becker Avenue (60 feet wide);

Thence along the centerline of Becker Avenue, North $01^{\circ} 45' 15''$ West, 349.82 feet to an iron pin;

Thence North $89^{\circ} 02' 45''$ East 501.00 feet to an iron pin;

Thence North $00^{\circ} 36' 16''$ West, 86.81 feet to an iron pin;

Thence South $89^{\circ} 02' 45''$ West, 502.74 feet to an iron pin along the centerline of said Becker Avenue;

Thence along the centerline of Becker Avenue North $01^{\circ} 45' 15''$ West, 867.48 feet to an iron pin;

Thence North $89^{\circ} 02' 45''$ East, 350.07 feet to an iron pin;

Thence South $00^{\circ} 36' 16''$ East, 15.31 feet to an iron pin;

Thence North $89^{\circ} 02' 45''$ East, 228.33 feet to an iron pin;

Thence South $01^{\circ} 17' 48''$ East, 101.20 feet to an iron pin;

Thence South $88^{\circ} 26' 06''$ East, 87.54 feet to an iron pin and a point of curvature;

Thence along the arc of a curve deflecting to the left, 20.29 feet. Said curve having a radius of 2,042 feet and a chord that bears South $01^{\circ} 16' 50''$ West, 20.29 feet to an iron pin;

Thence South $89^{\circ} 00' 15''$ East, 84.00 feet to an iron pin and a point of curvature;

Thence along the arc of a curve deflecting to the left, 36.34 feet. Said curve having a radius of 1,958 feet and a chord that bears South 00° 27' 51" West, 36.34 feet to an iron pin;

Thence North 88° 42' 13" East, 20.76 feet to an iron pin;

Thence South 01° 17' 47" East, 84.00 feet to an iron pin and a point of curvature;

Thence along the arc of a curve deflecting to the right, 39.34 feet. Said curve having a radius of 458 feet and a chord that bears South 88° 50' 06" East, 39.35 feet to an iron pin;

Thence South 03° 19' 07" East, 74.80 feet to an iron pin;

Thence South 79° 28' 53" East, 30.64 feet to an iron pin;

Thence South 08° 27' 07" East, 321.69 feet to an iron pin;

Thence North 81° 44' 29" East, 619.95 feet to an iron pin along the westerly line of North Mentor Estates as recorded in Volume M, Page 24, Lake County Records.

Thence along said westerly line of North Mentor Estates, South 00° 30' 40" East, 1,339.94 feet to the centerline of Lakeshore Boulevard (60 feet wide).

Thence along said centerline of Lakeshore Boulevard North 87° 41' 35" West, 1,359.49 feet to the place of beginning and containing 51.2548 acres of land, subject to all legal highways and easements of record.

