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2009R000389

COUNTY OF LAKE

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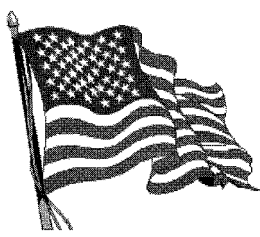
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NINTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
LAKE ERIE SHORES, PAINESVILLE TOWNSHIP,
LAKE COUNTY, OHIO

THIS NINTH AMENDMENT TO MASTER DECLARATION (this "Amendment") is made and entered into as of the 17 day of December, 2008, 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;

- (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; and
- (f) Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lake Erie Shores, Painesville Township, Lake County, Ohio, dated as of December 14, 2006, and recorded as Instrument No. 2006R051045 of Lake County, Ohio Records; and
- (g) Seventh Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lake Erie Shores, Painesville Township, Lake County, Ohio dated as of December 14, 2007, and recorded as Instrument No. 2007R042501 of Lake County, Ohio Records; and
- (h) Eighth Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Lake Erie Shores, Painesville Township, Lake County, Ohio dated as of February 6, 2008, and recorded as Instrument No. 2008R003558 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 amend and clarify certain provisions of the Declaration as described below.

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 VI, Section 5 of the Declaration is deleted in its entirety and replaced with the following paragraph:

“Section 5 – Date of Assessments. The budget for annual assessments shall be based on a calendar year. This budget, including the individual annual assessment cost, shall be provided to each Owner in December preceding the effective date of the budget. Each Owner shall be required to pay this annual assessment no later than February 15, after which time the annual assessment will be considered delinquent and will be subject to a late charge as established by the Board of Trustees.”

(b) The third sentence of Article VII, Section 5, of the Declaration is deleted in its entirety and replaced with the following sentence:

“At all other times such containers shall be stored in such a manner so that they are not visible from the Street. The Owner may utilize decorative barriers or fencing to mask the appearance of the container.”

(c) Article VII, Section 10 of the Declaration is deleted in its entirety and replaced with the following paragraph:

“Section 10 – Poles, Wires, Antennae and Satellite Dishes. Subject to any applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, television signals, voice or data signals and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior written approval of the Board of Trustees. This provision shall not apply to temporary facilities for the construction and/or repair of any building structure. Notwithstanding the foregoing, an Owner may install a satellite dish (not to exceed one (1) meter in diameter) or television antenna so long as the following conditions are met: (i) All television antennae must be installed on the roof of a Living Unit as near as possible to the rear yard; and (ii) all satellite dishes must be installed so that they are not visible from the street or, if visible from the street, screened by landscaping. The foregoing installation criteria for satellite dishes and television antenna shall not apply if they require the Owner to incur unreasonable installation, maintenance or usage costs, or interfere with a broadcast signal.”

(d) Article VII, Section 16, Subsection (k) of the Declaration is amended to add the following subparagraph (iv):

“(iv) Each Living Unit will be limited to one (1) free-standing storage unit or shed per Parcel with a maximum square footage of two hundred (200) square feet. All free standing storage units or sheds must (1) contain four walls and a roof, not to exceed ninety-six (96) inches from the ground to its highest point, and (2) be of the same materials, color and overall appearance of the main Living Unit with matching roof shingles and siding. Sheds or storage units made of aluminum, PVC, plastic, Rubbermaid™ (or similar) type material shall not be permitted. All sheds and storage units are also subject to architectural review as provided in Article X, Section 1 of this Declaration. No storage units or sheds of any type are permitted on Lots containing townhomes or condominiums or Lots 13 through 22 in North Shore Estates.”

(e) Article IX, Section 2 of the Declaration is amended to add the following paragraph:

“Owners of Parcels containing Local Service Drainage Easement areas shall not install obstructions (including without limitation fences, sheds, trees, shrubs, retaining walls) that prohibit access to or the free flow of water to

any drainage area (e.g. basins, swales, streams, etc.) or support systems buried underground. The foregoing notwithstanding, an Owner may install a fence so long as sufficient elevation is provided for storm water to flow underneath and access through an opening or gate is provided to all drainage areas. Fences are also subject to architectural review as provided in Article X, Section 1 of this Declaration. In the event an obstruction is placed on a Local Service Drainage Easement area and must be removed or otherwise altered, the expense for such replacement or alteration will be the Owner's responsibility."

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.

(Remainder of this page left blank)

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

Developer:

LAKE ERIE SHORES DEVELOPMENT, LLC

By: DiSanto Enterprises, Inc.,
Sole Member and Manager


By: 
Michael DiSanto, President

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 17 day of December, 2008, by Michael DiSanto, President of DiSanto Enterprises, Inc., an Ohio corporation, sole member and manager of Lake Erie Shores Development, LLC, an Ohio limited liability company, for and on behalf of Lake Erie Shores Development, LLC.



KATHY R. KEETER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 24, 2011



Notary Public
My Commission Expires: 7-24-2011

This instrument prepared by:

Debora S. Lasch, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
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