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BRIDGESIDE

RESTRICTIONS, RESERVATIONS AND COVENANTS

These Restrictions, Reservations and Covenants (hereinafter referred to as the "Restrictions") made, executed and delivered this 14th day of July, 1995, in the City of North Olmsted, County of Cuyahoga and State of Ohio, by SHORE WEST CONSTRUCTION COMPANY, an Ohio corporation (hereinafter referred to as the "Grantor");

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the land located in the City of Avon Lake, Lorain County, Ohio, known as Bridgeside Subdivision No. 1 and described in Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as "Subdivision No. 1"); and

WHEREAS, Grantor has subdivided and established sublots within Subdivision No. 1; and

Plat Vol 55 Pg 20-22

WHEREAS, Grantor intends to construct single family homes on the sublots of Subdivision No. 1 and to establish a residential community known as Bridgeside; and

WHEREAS, Grantor intends to reserve parts of Subdivision No. 1 as for the benefit of all of the Owners and occupants of all or any part of Subdivision No. 1; and

WHEREAS, Grantor desires to provide for the preservation of the value and amenities of Subdivision No. 1, Lots and Residences,

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and for the maintenance of the Common Areas which shall be used for the benefit of all of the Residences and Owners, and in connection therewith to subject the Lots now owned by Grantor to the covenants, restrictions, easements, charges, liens and obligations hereinafter set forth, and each or all of the same are hereby declared to be and are for the benefit of Subdivision No. 1, Lots, Residences and Grantor and present and future Owners thereof; and

WHEREAS, Grantor desires to impose, and agrees to the imposition of, certain restrictions, reservations, conditions, easements, limitations, agreements, covenants and obligations upon Subdivision No. 1 and Lots intending to provide a common and overall plan for the development of Subdivision No. 1, Lots and Residences for the protection of all future Owners of any part of Subdivision No. 1, Lots and Residences which may be constructed upon the Lots and/or upon all or any part of Subdivision No. 1; and

WHEREAS, Grantor has deemed it desirable for the preservation of the values and amenities of Subdivision No. 1, Lots and Residences to establish an entity to which will be, at the time set forth herein, assigned the powers and duties of maintaining and administering the "Common Areas" and administering and enforcing the Restrictions, and collecting and disbursing funds to pay the Association Expenses as hereinafter provided for.

NOW, THEREFORE, Grantor shall and does hereby declare that Subdivision No. 1, Lots and Residences and such additions thereto as may be hereafter made, are and shall be held, used, occupied, transferred, sold and/or conveyed subject to the restrictions, rights, reservations, easements, limitations, agreements, cove-



nants, conditions, assessments, charges and/or liens hereinafter set forth.

ARTICLE I
DEFINITIONS

1. **AMENDMENT CERTIFICATE.** The term "Amendment Certificate" shall mean a written instrument executed, acknowledged and delivered by Grantor and filed for record with the Recorder of Lorain County, Ohio, providing for the addition of any other land which will then be subject to the terms of the Restrictions and/or providing for an amendment, addition or deletion of any term of the Restrictions, and such instruments shall set forth therein the volume and page number of the recording of the Restrictions and the prior Amendment Certificate(s).

2. **ASSOCIATION.** The term "Association" shall mean an Ohio corporation organized not for profit by Grantor for the management and administration of the Common Areas, for the performance of the duties provided for in these Restrictions and for the administration of the terms of the Restrictions after the expiration of the period of time the Grantor has reserved the right to administer the same. Except as the context otherwise requires, "Association" shall mean the Board of Trustees acting on behalf of the Association.

3. **ASSOCIATION EXPENSES.** The term "Association Expenses" shall mean all costs, fees and charges, including, but without limitation, any management fee or charge for the repair, care,



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

4. BRIDGESIDE. The term "Bridgeside" shall mean the name that identifies the collective community of homes constructed in Subdivision No. 1, and any additions thereto which Grantor elects to add pursuant to the terms hereof.

5. COMMON AREAS. The term "Common Areas" shall mean that portion of Subdivision No. 1 which the Grantor designates as being property which will be owned by Grantor for the benefit of the Owners and Residences and which will be transferred by the Grantor



to the Association within fifteen (15) years from the Recording Date.

6. LOTS. The term "Lots" shall mean the sublots established by Grantor within Subdivision No. 1.

7. OWNER. The term "Owner" shall mean any person who acquires title to any portion of Subdivision No. 1, which is then subject to the Restrictions, other than Grantor.

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

9. RESIDENCES. The term "Residences" shall mean the single family dwellings which may from time to time be constructed upon any portion of Subdivision No. 1, which are subject to the terms hereof.

10. SUBDIVISION NO. 1. The term "Subdivision No. 1" shall mean the real property described in Exhibit A.

ARTICLE II

GENERAL RESTRICTIONS

Subdivision No. 1, the Lots and Residences, shall be used, held, occupied and conveyed solely and exclusively for residential purposes, and for Common Areas as provided herein. No building or structure, or any additions thereto or alterations thereof, shall be erected, placed or suffered to remain upon any of Subdivision No. 1, or the Lots other than residential dwellings and garages for the exclusive use of the occupants of residential dwellings and their invitees, and any other structures which service the



residential dwellings and/or provide for facilities for the use of the Owners of Subdivision No. 1, the Lots and Residences.

ARTICLE III

BUILDING AND USE RESTRICTIONS

1. SUBDIVISION NO. 1. No dwelling shall be erected, altered, placed, or suffered to be upon any part of Subdivision No. 1, and the Lots unless such dwelling is a single family residential dwelling.

2. VARIANCES. If in the opinion of the Grantor during a fifteen (15) year period after the Recording Date, or if in the opinion of the Association after the expiration of said fifteen (15) year period, the shape, dimension, and/or topography of any part of Subdivision No. 1 or any Lot, or any other reason as determined by the Grantor during the aforesaid fifteen (15) year period, and as determined by the Association after the expiration of the fifteen (15) year period, the enforcement of any of the provisions of the Restrictions with respect to any matter set forth herein would work a hardship upon that portion of Subdivision No. 1 or any Lot, then the Grantor, within the original fifteen (15) year period, and the Association after the expiration of said fifteen (15) year period may modify the Restrictions with respect thereto so as to permit different restrictions on any Lot or any part of Subdivision No. 1 or, if approved by the required governmental authority, subdivide or resubdivide any and all of Subdivision No. 1 or Lots if, in Grantor's judgment during the first fifteen (15) year period, and after the expiration of said



fifteen (15) year period, in the Association's judgment such modifications or subdivision will not do actual substantial material damage to any abutting or adjacent part of Subdivision No. 1 or any Lot.

3. ARCHITECTURAL COMPATIBILITY. Grantor reserves the right to establish the architectural compatibility, if any, of the structures to be erected upon all or any part of Subdivision No. 1 and Lots and nothing contained herein shall constitute a representation, warranty or promise by Grantor that the residential dwellings to be constructed upon Subdivision No. 1 and/or Lots shall all be architecturally compatible.

4. SUBDIVISION NO. 1 CONSTRUCTION. No Residence shall be constructed or erected or permitted to remain upon any part of Subdivision No. 1, unless such Residence shall comply with the following general restrictions, provided, however, that for fifteen (15) years from the Recording Date, Grantor reserves the right to alter or vary the restrictions hereinafter set forth in Grantor's sole and absolute discretion, so long as such variance, in Grantor's reasonable judgment, will not substantially and actually materially damage the Residence immediately adjacent to the Lot to which such change is applicable, and all questions or aesthetics, shall be determined by Grantor in Grantor's sole discretion.

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

b. No buildings or structures, or any additions thereto, or alterations thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot or part of Subdivision No. 1, unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme therefor, the grading plan of the



Lot, including the grade elevations of said buildings and structures, the plot plan showing the proposed location of said buildings or structures upon the Lot, and the plans, specifications and details of said buildings or structures, shall have been approved in writing by the Grantor during the first fifteen (15) years from and after the Recording Date, and thereafter, such approval shall be given by the Association. A true copy of said plans, specifications and details shall be lodged permanently with the Grantor if the same are to be approved by Grantor and with the Association if the same are to be approved by the Association. No buildings or structures, or any additions thereto or alterations thereof, except such as conform to said plans, specifications, and details, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot or part of Subdivision No. 2. All matters, including but not limited to the foregoing, requiring the approval of Grantor or the Association by the terms hereof, shall be submitted to Grantor or the Association in writing, accompanied by such plans, specifications, details and other documents as are reasonably required by the party who is required to make a proper decision. Grantor or the Association as the case may be, shall approve or disapprove such written submission or application for approval in writing within thirty (30) days after its receipt of same, and failure to so act within said thirty (30) day period shall constitute an approval of the matter submitted.

c. No fence, wall, stockade, trellis, arbor or hedge of any kind or for any purpose shall be erected, placed, or suffered to remain upon any Lot or part of Subdivision No. 1, without first obtaining the written consent of the Grantor for the first fifteen (15) years from and after the Recording Date and thereafter the consent of the Association shall be required.

No building permit shall be issued by a governmental authority for the construction of any structure on any Lot or part of Subdivision No. 1 unless and until the applicant has filed with the required governing authority drawings showing the size, location, type, materials to be used, grading plan of the Lot, grade elevations, plot plan, plans and details of any structure proposed to be built or altered on any Lot and part of Subdivision No. 1, which drawings must, when filed, bear the written approval of a designated representative of Grantor during the first fifteen (15) years from and after the Recording Date, and thereafter the same must bear the



written approval of the designated representative of the Association.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, shed, shop, tent, shack, barn, or other out-building shall be erected, placed or suffered to remain on any part of Subdivision No. 1 or Lots, or be used on any Lot or part of Subdivision No. 1 at any time as a dwelling, either temporarily or permanently, nor shall any dwelling of a temporary character be permitted on any Lot or part of Subdivision No. 1; provided, however, it is expressly understood and agreed that those persons, firms or corporations causing any construction upon all or any part of Subdivision No. 1 and/or Lots shall have the right to erect temporary structure to accommodate construction and/or sales activity with respect to the development and marketing of all or any part of Subdivision No. 1.

6. FRONTAGE. No part of the area in front of any Residence within Subdivision No. 1 shall be used for any purpose other than a lawn, the planting of trees, flowers and ornamental shrubbery and such walks and driveways as may be necessary for the use of the Lots for a Residence; provided, however, those persons, firms, or corporations constructing or marketing any portion of Subdivision No. 1 shall have the right to use the front portion of any Lot or any part of Subdivision No. 1 for marketing and/or for construction activities in the construction, development, and marketing of all or any part of Subdivision No. 1.

7. ANIMALS. No horses, chickens or other fowl or livestock of any kind shall be raised, kept, harbored, or permitted upon any



part of Subdivision No. 1 or Lot, except that two (2) pet dogs and/or two (2) pet cats may be kept on any Lot or part of Subdivision No. 1, provided that they are not kept, bred, or raised thereon for commercial purposes.

8. NOXIOUS ACTIVITIES. No noxious or offensive activity shall be carried on, and no oil or gas well shall be drilled upon any Lot in Subdivision No. 1, and no nuisance, and no gas or oil derrick, sign, billboard or other advertising device (except a reasonable sign not larger than 6 square feet offering a Lot for sale or rent) shall be erected, placed or suffered to remain upon any Lots, nor shall the Lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the neighborhood, nor shall anything be done upon the Lot which may be or become a nuisance or annoyance to the neighborhood. No spirituous, vinous and/or fermented liquors shall be manufactured or sold, either at wholesale or at retail upon the Lots, and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain upon the Lots; provided, however, any person, firm or corporation developing all or any portion of Subdivision No. 1, or constructing any Residence shall have the right to provide construction, marketing and sales activity, within all or any portion of Subdivision No. 1 or Lots owned by that person, firm, or corporation or any person, firm or corporation authorized by Grantor to do the same.

9. GOOD MAINTENANCE. Each Owner shall make all repairs and replacements necessary to keep and maintain his Residence and his



Lot in a clean and safe condition, in good order and repair, attractive looking and neat, and in accordance with applicable building, health and fire codes and regulations.

10. VEHICLES. No boat, trailer, airplane, junk car, unlicensed vehicle, or recreational vehicle shall be parked on any part of Subdivision No. 2, except that a boat, truck, trailer, or recreational vehicle may be parked within the appurtenant entrance driveway of a Residence for the limited purpose of loading or unloading the same in an expeditious manner, and a boat, truck, trailer, unlicensed vehicle, and recreational vehicle may be parked inside the garage of a Residence if the door of the Residence is generally kept closed so that the boat, truck, trailer, unlicensed vehicle, or recreational vehicle cannot be seen.

11. RESTRICTIONS OF SUBDIVISIONS. No Lot shall be split or resubdivided, nor shall any part of Subdivision No. 1 be split or subdivided unless and until a plat showing such proposed resubdivision or subdivision or survey showing such lot split shall have been first submitted to and approved by Grantor during the first fifteen (15) years from the Recording Date and submitted to and approved by the Association thereafter. Before the subdivision or resubdivision or lot split is in effect the plat or survey for the same must have endorsed thereon the approval by Grantor during said fifteen (15) year period and thereafter the Association's approval must be endorsed upon the plat or survey, as applicable.

12. GRADE. Grantor, for the first fifteen (15) years from the Recording Date, and the Association thereafter shall have the exclusive right to establish grades and slopes on the Lots and to



fix the grade at which any building or structure shall be hereafter erected or placed upon the Lots so that the same may conform to a general plan wherein the established grade and slope of each Lot is established as part of the improvements, so that the same correspond to the grade of the Lots on either side, having due regard to the natural contours and drainage of the Lots.

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ARTICLE IV

EASEMENTS AND ENCUMBRANCES

1. ENCUMBRANCES. All of Subdivision No. 1 and Lots are subject to all easements, rights-of-way, oil, gas and mineral leases and rights, roadway slope rights and all encumbrances of record at the date hereof.

2. EASEMENT GRANTS. Grantor reserves to itself the sole right to grant consents, rights, easements and rights-of-way for the construction, maintenance and operation of public utility facilities, electric, light, telephone and telegraph pole lines, cable television lines, telecommunication lines, and conduits and gas, water and sewer pipes, mains and connections in and upon any part of Subdivision No. 1 and upon any highways and streets, whether dedicated or not, now existing or hereafter established upon any portion of Subdivision No. 1, or any parts of the Lots. Grantor reserves to itself the right to grant consents, rights, easements and rights-of-way and to petition the gas companies, electric light companies, telephone companies, cable television companies, telecommunication companies, and any water and sewer companies or authorities and/or other public or private utilities



for the extension of their respective service mains, connections or lines, which in the opinion of Grantor are necessary through and/or upon other parts of Subdivision No. 1, or any Lot, or parts of Lots. The Owners of any and all Lots and any part of Subdivision No. 1 agree to and do hereby consent to and affirm all agreements that may be entered into between Grantor with said gas, electric, light, cable television, telecommunication, telephone and/or water and sewer companies or authorities and/or other public or private utilities, and/or others with respect thereto. Grantor reserves to itself the exclusive right, so long as Grantor owns any part of Subdivision No. 1, and thereafter Grantor grants to the Association the right to grant and/or assign the full and complete use of said easements and rights-of-way and further reserves the right to grant additional easements for use by similar facilities upon such terms and conditions consistent therewith and incidental thereto as Grantor may agree, to any and all persons, firms, corporations or authorities furnishing any one or more of the aforesaid facilities. Grantor reserves the right to modify, change and relocate all or any of the easements and/or rights-of-way now in existence or hereafter established upon Subdivision No. 1 and each Owner of any Lot or any part of Subdivision No. 1 shall and does hereby ratify, approve and confirm all of such changes; provided, however, Grantor in making such changes shall complete such changes in such a manner so that such changes do not unreasonably interfere with existing utility connections to the Residences. Grantor does hereby reserve and is granted easements and rights-of-way over, under and across Subdivision No. 1 at such times and in such locations as Grantor



shall determine in Grantor's sole discretion for the purpose of completing the development of Subdivision No. 1.

ARTICLE V
ENFORCEMENT

Grantor reserves unto itself, its successors and assigns, so long as Grantor owns any part of Subdivision No. 1 or Lots and thereafter to the Association, the right, in case of any violation or breach of any of the terms hereof, either to restrain such violation or breach and/or to recover damages therefor, or to enter the property upon or as to which such violation or breach exists and to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the terms hereof, and Grantor and/or the Association, shall not by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. Failure of Grantor or the Association to enforce any of the terms hereof, shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or any consent to any further or succeeding breach or violation of the terms hereof, and Grantor and/or the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violations and breaches hereof, however, the failure, refusal or neglect of Grantor and/or the Association to enforce the same and to prevent any violations or breaches of the terms hereof shall in no manner and to no extent whatsoever make the Grantor and/or the Association liable in connection therewith.

O.R. VOL PAGE
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ARTICLE VI
ADJOINING LAND

The Restrictions imposed by this instrument are initially imposed upon Subdivision No. 1 and Lots and may at a later date be imposed upon other land hereafter made subject to the terms hereof by the execution of an Amendment Certificate and the terms hereof shall not be held to prevent the use of adjoining or adjacent lands owned by Grantor or its successors or assigns for such other purposes as Grantor shall determine and such use of such other lands shall not be held to relieve the Owner of any part of the Lots from the Restrictions imposed by the terms hereof. Grantor and its successors and assigns, in the course of doing and completing the development, improvement, construction and sale of the dwellings and Lots in or on Subdivision No. 1 may temporarily not conform to certain of the terms hereof, including, but without limitation, the building and maintenance of model homes and/or homes built for speculation and/or sales offices therein, posting signs advertising Subdivision No. 1 and Lots or houses or dwellings for sale, and use of temporary workhouses, sales offices, shops and sheds to be used during construction, improvement and development; however, such non-conformity shall not be construed to be taken to be, for any purpose whatsoever, any violation or breach of the terms hereof and shall not operate in any manner whatsoever to relieve other Owners from any violation or breach of the terms hereof.



ARTICLE VII

COMMON AREAS

1. **GENERAL.** The part of Subdivision No. 1 designated as Common Areas in Section 2 of this Article VII in these Restrictions shall be Common Areas and shall be retained and owned by Grantor for a period of fifteen (15) years from and after the Recording Date and upon the expiration of said fifteen (15) year period (or at such earlier date as Grantor in its discretion determines), Grantor shall transfer and convey, by Quit-Claim Deed without representation or warranty, all of Grantor's right, title and interest in the Common Areas to the Association; provided, however, Grantor shall release and discharge any mortgage or other monetary lien created by it upon the Common Areas, at the time of such transfer and conveyance. Nothing contained herein shall limit, restrict or impair Grantor's absolute right during said fifteen (15) year period to encumber all or any portion of the Common Areas.

2. **DESIGNATION OF COMMON AREAS.** The portion of Subdivision No. 1 identified as Block "A" in the Plat and described in Exhibit B attached hereto and hereby made a part hereof is hereby reserved as Common Areas for use as a storm water detention area and, where not inconsistent with such use, it may remain in its natural state or be landscaped or any combination of the foregoing. No dwelling, building or structure of any kind shall be constructed, placed or allowed to remain upon the Common Areas.



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

4. AGREEMENT WITH AVON LAKE. Grantor and the City of Avon Lake have entered into a Right of Entry and Indemnity Agreement regarding the use and maintenance of the Common Areas, a copy of which is attached hereto as Exhibit C and made a part hereof.

ARTICLE VIII

ASSOCIATION

1. FORMATION OF ASSOCIATION. Grantor shall cause to be formed an Ohio corporation not for profit to be known as Bridgeside Homeowners Association, Inc. to provide for the management and administering of the Common Areas and enforcing the covenants and restrictions contained herein after Grantor's rights with respect thereto have expired, and collecting and disbursing the assessments and/or charges for Association Expenses as provided herein. Each Owner upon acquisition of the record title to a Residence or Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the Owner's Residence or Lot at which time the new Owner of such Residence or Lot shall automatically become a member of the Association. Each member shall be entitled to one vote for each Residence or Lot in which such Owner holds the title, so that there shall be one vote for each Residence or Lot. Anything contained herein to the contrary notwithstanding, during a period



of fifteen (15) years from and after the Recording Date, no action of the Association may be taken or had notwithstanding the vote of the members of the Association without the prior written consent and approval of the Grantor and any vote by the members of the Association to the contrary shall be invalid and ineffective.

2. BOARD OF TRUSTEES. The initial Board of Trustees of the Association shall consist of three (3) persons designated by the Grantor and such Board shall continue for a term of three (3) years from and after the Recording Date. After the expiration of said three (3) year period or at such earlier time as the Grantor shall determine the Board of Trustees of the Association shall consist of three (3) members who are elected by a majority vote of the Owners of Residences. Notwithstanding the number of the members of the Board of Trustees, for a term of fifteen (15) years from and after the Recording Date, no action or vote shall be taken and had by the Board of Trustees without the prior written consent of the Grantor and for those purposes Grantor shall have a right at all times during said fifteen (15) year period to cause to have elected to the Board of Trustees a majority of the Board of Trustees at that time so that the Grantor shall have the right during that fifteen (15) year period of time to cast a majority vote of the Board of Trustees and the Board of Trustees may be enlarged for those purposes. The Board of Trustees shall exercise the powers, discharge the duties and be vested with the rights conferred upon them by the operation of law and by the terms hereof, provided, however, that in the event any such power, duty or right shall be

O.R. VOL PAGE

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exercisable or discharged by or be vested in an officer or member of the Board of Trustees solely in his capacity as such officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate his acts and to carry out the purpose of the terms and provisions hereof.

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

ARTICLE IX

SIGNS AND MONUMENTS

1. LOCATION. Grantor intends to enhance the primary entrance to Bridgeside at or near the intersection of Walker Road, a publicly-dedicated street, and Bridgeside Drive which is or will be a publicly-dedicated street. Such enhancements are intended to

O.R. VOL PAGE

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include landscaping, including trees, shrubs and fences and may include a sign or signs and a site monument. Additionally, Grantor reserves the right to erect signs and monuments on Subdivision No. 1 and on the Common Areas for a term of fifteen (15) years from and after the Recording Date and the Association reserves such right thereafter.

2. NO REPRESENTATIONS. Nothing contained herein shall constitute a representation, warranty or promise by Grantor to construct the entranceway enhancements or to erect signs or monuments and the location and construction of the same, if any, shall be determined by Grantor in Grantor's sole and absolute discretion. No purchaser or prospective purchaser or any Owner of all or part of Subdivision No. 1 or the Lots shall have the right to require Grantor to construct or install such entranceway enhancements or any sign, signs, monument or monuments.

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

4. AGREEMENT WITH AVON LAKE. Grantor and the City of Avon Lake have entered into an Indemnity Agreement regarding the use and maintenance of the entranceway, a copy of which is attached hereto as Exhibit D, and made a part hereof.



ARTICLE X

USE OF COMMON AREAS

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

ARTICLE XI

CARE OF COMMON AREAS

1. **ASSOCIATION'S OBLIGATIONS.** Except as otherwise provided herein, the management, maintenance, repair and alteration of the Common Areas shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to an agent. The Board of Trustees of the Association shall have the power and authority to hire an agent for a period not to exceed three (3) years, and to authorize said agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. The Association may deem it desirable, advisable, prudent, expedient, necessary and/or

O.R. VOL PAGE
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profitable, from time to time, to share costs and/or expenses which can or may be attributable to one or more parcels of land and/or buildings in the vicinity of Bridgeside, and the Association may and is hereby authorized to cooperate and enter into contracts and incur obligations together with and in conjunction with other home owners associations, and/or other persons, firms, corporations, or any other organizations within or related to Bridgeside, and any parts thereof, or otherwise.

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

3. WAIVER OF SUBROGATION. To the extent that the Association maintains fire and extended coverage insurance upon all or any portion of the Common Areas, and to the extent that the same does not invalidate any policy of fire or extended coverage insurance maintained by the Association upon the Common Areas, the Association shall, and does hereby waive and release the Grantor and each Owner and their respective families and their respective guests from and against any and all liability from any loss, damage or injury to the Common Areas, caused as a result of any act or peril covered by such policy of fire and extended coverage insurance, and such release shall only be to the extent of actual



recovery made by the Association from said policy of fire and extended coverage insurance.

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

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

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

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

8. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Lot and/or Residence of the Owner thereof and its related interest in the Common Areas, for the payment of the portion of the Association Expenses chargeable against such Lot and/or Residence which remain unpaid for ten (10)

O.R. VOL PAGE

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

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



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

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

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

O.R. VOL PAGE
1126 000025



acquirer. Such unpaid share of Association Expenses shall be deemed to be Association Expenses collectible from all of the Lots and/or Residence, including that of such acquirer, his successors or assigns.

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

13. NON-PAYMENT BY GRANTOR. Grantor shall not be required to pay any part of the Association Expenses for any Lot, Residence or part of Subdivision No. 1 unless such Residence is occupied, it being the intention that only Owners of Lots other than Grantor and occupied Residences be required to share in or pay Association Expenses; provided, however, once a Residence has been occupied,



even if then owned by Grantor, the obligation to pay Association Expenses shall continue even if the Residence becomes vacant at a later date.

ARTICLE XII

LIABILITY INSURANCE

1. **MAINTENANCE OF LIABILITY INSURANCE.** The Association, as an Association Expense, shall insure itself, the Board of Trustees, Grantor, all Owners and members of their respective families and other persons residing with them in the Residence, their tenants, and all persons lawfully in possession or control of the Lots and/or Residences and Subdivision No. 1, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from, the Common Areas, and any other property or facilities maintained by the Association, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than One Million Dollars (\$1,000,000.00) with respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of any one accident.

2. **INSURANCE LIMITATION.** The policy of insurance maintained by the Association pursuant to Article XII, Section 1 shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots and/or

O.R. VOL PAGE

1126 000077



Residences. Each Owner shall be responsible for the Owner's own insurance on the Owner's Lot and/or Residence and on the contents of Owner's own Lot and/or Residence and the Owner's additions and improvements thereto and decorating and furnishing and personal property therein, and the Owner's personal property stored elsewhere on the property, and Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Association Expenses as above provided.

O.R. VOL PAGE

1126 00028

ARTICLE XIII

MISCELLANEOUS

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

2. ACCEPTANCE OF DEED. Each grantee of Grantor, of any interest in any Lot and/or Residence, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, rights, and powers created or reserved by the terms hereof, and all conditions,



restrictions, easements and encumbrances of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and/or Lot and/or Residence, and shall bind any person having at any time any interest or estate in Subdivision No. 1 and/or Lot and/or Residence, and shall inure to the benefit of such Owner in like manner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

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

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

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

O.R. VOL PAGE
1126 000023



survivor of the living descendants of George V. Voinovich, Governor of the State of Ohio.

6. OWNERSHIP BY GRANTOR. So long as Grantor owns any part of Subdivision No. 1 and/or owns any Lot then, Grantor shall and does hereby reserve the right to modify and amend any term, condition or provision contained herein and any such amendment may be made without the consent or approval of any Owner and/or any Residence and/or any mortgagee of any Owner and/or any Residence and/or any Lot and all of the same do hereby constitute and appoint Grantor as the Owner's and/or mortgagee's true and lawful attorney-in-fact to execute for and on behalf of the Owner and/or the mortgagee such document or instrument as Grantor deems appropriate and necessary to cause such amendment to be made and such amendment shall be recorded for record with the Recorder of Lorain County, Ohio and such instrument of amendment shall make specific reference to the volume and page number in which these Restrictions are recorded for record with the Recorder of Lorain County, Ohio and shall make further reference to all prior amendments and/or certificates which have been filed by Grantor pursuant to the terms and provisions contained herein. Grantor has reserved the right to make modifications, amendments, and approvals for a term of fifteen (15) years from and after the Recording Date provided, however, Grantor, at its option and in its absolute discretion shall have the right to delegate and/or grant such authority to the Association at any time prior thereto and the Association agrees to accept the same as and when the Grantor so directs.

O.R. VOL PAGE
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7. NON-LIABILITY OF GRANTOR. Neither Grantor, nor its shareholders, directors, officers, representatives, successors or assigns, nor any of Grantor's agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the terms hereof whether or not such claim shall be asserted by any Owner, occupant of a Residence, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise out of contract or from any acts, negligent or otherwise. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, or from any part of Subdivision No. 1, and/or the Common Areas or any part thereof, or any property or facilities maintained by the Association, being or becoming out of repair, or containing any patent or latent defects, or by reason of any acts or neglect of any Owner, an occupant of the Residence, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about Subdivision No. 1, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.)

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



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

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

11. ENFORCEABILITY. The above enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an Owner in Subdivision No. 1, as well as by Grantor, its successors or assigns, and the Association, as aforesaid. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of Subdivision No. 1, and the protection of all present and future Owners of any part of Subdivision No. 1.

12. DISTRIBUTION OF COPIES. At the request of any Owner, Grantor for a period of fifteen (15) years from and after the



Recording Date shall provide the Owner with a copy of the Restrictions together with all amendments, certificates and other paper writings executed, delivered and recorded in connection with and/or pursuant to the terms of the Restrictions.

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

14. LIMITATION OF LIABILITY. Each Owner covenants and agrees that no shareholder, officer, director, employee or agent of Grantor shall have any liability personally for the performance and observance of any term, condition or provision contained herein, and each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against any director, officer, employee or agent arising out of any claim or breach by Grantor of any term or provision hereof. The liability of Grantor shall be limited solely and exclusively to its interest in Subdivision No. 1 and no other asset of Grantor shall be liable for any claim under the Restrictions.

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

Signed and acknowledged
in the presence of:

Marilyn Pratt
Lil A. Herman

SHORE WEST CONSTRUCTION COMPANY

By

Frederic C. Bower, President

-33-

O.R. VOL PAGE

1126 000013



And 
Neil R. Bower, Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named SHORE WEST CONSTRUCTION
COMPANY, an Ohio corporation by Frederic C. Bower, its President,
and Neil R. Bower, its Vice President, who acknowledge that they
did execute the foregoing instrument for and on behalf of Shore
West Construction Company and that the execution thereof was their

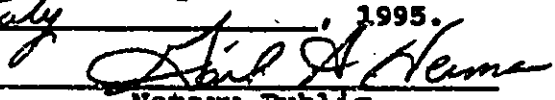
O.R. VOL PAGE

1126 00024



free and voluntary act individually and as duly authorized officers
of Shore West Construction Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
by official seal this 14 day of July, 1995.


Notary Public

GAIL A. HEIMAN

Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Sept. 13, 1998

THIS INSTRUMENT PREPARED BY:

Edwin A. Kennedy, Esq.
ARTER & MADDEN
1100 Huntington Building
Cleveland, Ohio 44115

216-696-1100

RHB:10020

O.R. VOL. PAGE
1126 000035



MAY 24, 1995

EXHIBIT "A"
BRIDGESIDE SUBDIVISION NO. 1
LEGAL DESCRIPTION

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

Beginning at an iron monument at the intersection of the centerlines of Lear Nagle Road and Walker Road;

Thence North 89° 28' 00" East along the centerline of Walker Road, a distance of 1844.50 feet to the Northeasterly corner of a parcel of land conveyed to Norman Schmotzer and Carolyn Schmotzer, by deed recorded in Volume 1165, Page 913 of Lorain County Records of Deeds;

Thence South 00° 24' 00" East along the Easterly line of land so conveyed to Norman and Carolyn Schmotzer a distance of 50.00 feet to the Southerly line of Walker Road, said point also being the Principal Place of Beginning;

Thence North 89° 28' 00" East along the Southerly line of Walker Road a distance of 320.00 feet to a point in the Westerly line of a parcel of land conveyed to Bruce Kinzel, Trustee, by deed recorded in Volume 1241, Page 595 of Lorain County Records of Deeds;

Thence South 00° 24' 00" East along the Westerly line of land so conveyed to Bruce Kinzel, Trustee, a distance of 298.00 feet to the Southwesterly corner thereof;

Thence North 89° 28' 00" East along the Southerly line of land so conveyed to Bruce Kinzel, Trustee, to the Southeasterly corner of land conveyed to Bruce C. Kinzel, Trustee by deed recorded in O.R. Volume 222 Page 365 of Lorain County Records of deeds, a distance of 161.68 feet;

Thence North 00° 24' 00" West along the easterly line of land so conveyed to Bruce C. Kinzel, Trustee, a distance of 298.00 feet to the Southerly line of Walker Road.

Thence North 89° 28' 00" East along the Southerly line of Walker Road a distance of 618.10 feet to the Westerly line of land conveyed to Kopf Construction Company, by deed recorded in Volume 1425, Page 48 of Lorain County Records of Deeds;

Thence South 00° 29' 28" East along the Westerly line of land so conveyed to Kopf Construction Company, a distance of 702.45 feet to a point, being the Southeasterly corner of Sublot No. 38;

Thence South 89° 28' 00" West a distance of 169.14 feet to a point on the Easterly right of way line of Bridgeside Drive, 60 feet wide, being the Southwesterly corner of Sublot No. 38;

O.R. VOL PAGE

1126 000036



Thence South 00° 32' 00" East along the said Easterly right of way line of Bridgeside Drive, a distance of 20.00 feet to a point;

Thence South 89° 28' 00" West a distance of 210.00 feet to a point, being the Southwesterly corner of Sublot No. 39;

Thence South 00° 32' 00" East a distance of 400.00 feet to a point, also a property corner of Sublot No. 44;

Thence South 44° 51' 51" West a distance of 113.18 feet to a point, being the Southwesterly corner of Sublot No. 44;

Thence South 54° 06' 52" West a distance of 315.44 feet to a point, being the Southwesterly corner of Sublot No. 46;

Thence North 05° 58' 48" West along the Westerly line of Sublot No. 46, a distance of 42.18 feet to a point, being the Southeasterly corner of Sublot No. 47;

Thence South 89° 28' 00" West a distance of 381.38 feet to the Easterly line of land conveyed to Norman Schmotzer and Carolyn Schmotzer, also the Southwesterly corner of Sublot No. 13;

Thence North 00° 24' 00" West along the Easterly line of land so conveyed to Norman Schmotzer and Carolyn Schmotzer a distance of 1342.45 feet to the Principal Place of Beginning, and containing 26.727 acres of land, be the same more or less, but subject to all legal highways.

This description was prepared by Neil A. Hetrick, Registered Surveyor No. 7040 of R.E. Warner & Associates, dated May 24, 1995.

O.R. VOL PAGE
1126 000037



May 24, 1995

EXHIBIT "B"

**LEGAL DESCRIPTION
OF
BRIDGESIDE SUBDIVISION NO. 1
BLOCK "A" (DETENTION BASIN AREA)
FOR
SHORE WEST CONSTRUCTION COMPANY
(2.210 ACRE PARCEL)**

O.R. VOL PAGE
1126 000038

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

Commencing at an iron pin monument at the intersection of the centerline of Lear Nagle Road with the centerline of Walker Road; Thence North $89^{\circ}28'00''$ East along the centerline of said Walker Road, 1,844.50 feet to a point on said centerline;

Thence South $00^{\circ}24'00''$ East, 50.00 feet to an iron pin set in the Southerly line of Walker Road, said point being the Northwestern corner of land conveyed to Center Properties by deed recorded in O.R. Volume 284 Page 1 of Lorain County Records;

Thence North $89^{\circ}28'00''$ East along said Southerly line of Walker Road, 320.00 feet to an iron pin set in the Westerly line of land conveyed to Bruce Kinzel, trustee, by deed recorded in Volume 1241, Page 595 of Lorain County Records;

Thence South $00^{\circ}24'00''$ East along the Westerly line of said Kinzel's land, 298.00 feet to an iron pin set at the Southwesterly corner of said Kinzel's land;

Thence North $89^{\circ}28'00''$ East along the Southerly line of Kinzel's land, 40.81 feet to a point on the Southerly line of said Kinzel's land, said point being the Principal Place of Beginning of the parcel of land herein described;

Thence continuing North $89^{\circ}28'00''$ East along the Southerly line of Kinzel's land, 120.87 feet to an iron pin set at the Southeasterly corner of land conveyed to Bruce C. Kinzel, trustee by deed recorded in O.R. Volume 222, Page 365 of Lorain County Records;

Thence North $00^{\circ}24'00''$ West along the Easterly line of said Kinzel's land, 298.00 feet to an iron pin set on the Southerly line of land conveyed to the City of Avon Lake by deed recorded in O.R. Volume 222, Page 368 of Lorain County Records, said Southerly line being the Southerly line of Walker Road and being 50.00 feet Southerly at rectangular measurement from the centerline of said Walker Road;



Thence North 89°28'00" East along said Southerly line of the City of Avon Lake's land, also being the Southerly line of Walker Road, 238.44 feet to point;

Thence South 00°32'00" East, 252.44 feet to a point;

Thence South 09°48'50" West, 72.62 feet to a point;

Thence South 73°53'24" West, 301.10 feet to a point;

Thence North 88°13'27" West, 56.97 feet to a point;

Thence North 00°32'00" West, 104.44 feet to the Principal Place of Beginning and containing 2.210 acres of land, be the same, more or less, but subject to all legal highways.

Bearings are to an assumed meridian and are used to describe angles only.

This description was prepared, in part, from a total property survey by Neil A. Hetrick, Registered Surveyor No. 7040 of R.E. Warner & Associates, dated March 19, 1993.

O.R. VOL PAGE
1126 000039



RIGHT OF ENTRY AND INDEMNITY AGREEMENT WITH THE CITY OF AVON LAKE

RE: BRIDGESIDE SUBDIVISION NO. 1

THIS AGREEMENT is made on this 14th day of July, 1995, in the City of Avon Lake, County of Lorain, and State of Ohio. The parties to this Agreement are SHORE WEST CONSTRUCTION COMPANY, an Ohio corporation, 23826 Lorain Road, North Olmsted, Ohio, (hereinafter called "Shore West"), and the CITY OF AVON LAKE, a municipal corporation, organized under the laws of the State of Ohio, (hereinafter called the "City").

WHEREAS, Shore West is the current owner of the real property known as Bridgeside Subdivision No. 1, the legal description of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Shore West desires to use the area depicted on Exhibit A as a storm water retention area; and,

WHEREAS, the City desires the right to enter, inspect, and, in the event Shore West fails to do so, maintain the said storm water detention area; and

WHEREAS, Shore West desires to assure that the City is held harmless from any loss, damages or liability that the City may suffer from claims made against the City by reason of the construction, use, inspection and maintenance of the retention area described on Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Liabilities, Losses or Damages. Subject to paragraphs 2 and 5 hereof, Shore West undertakes to indemnify and save harmless the City from any and all expenses related to the construction, repair or maintenance of grass, trees, shrubs, fences, and structures, installed or to be installed in the retention area set forth on Exhibit A. Subject to paragraphs 2 and 5 hereof, Shore West further agrees to save harmless the City from any and all costs, attorney fees, liability or damages the City may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against the City arising out of the use, maintenance or existence of said grass, trees, shrubs, fences and structures located in said retention area set forth on Exhibit A, and, subject to paragraphs 3 and 4 hereof, Shore West shall undertake the defense, trial and appeals of any and all lawsuits brought against the City by reason of any of the aforesaid claims, demands and causes of action. Shore West shall maintain and repair the retention area set forth on Exhibit A, and all landscaping and structures in such area.

2. Self Help By City. The City shall not be obligated to maintain or repair any damage to any grass, trees, shrubs, fences

EXHIBIT C

O.R. VOL PAGE
1126 000040



or structures in the retention area set forth on Exhibit A. Shore West shall retain the obligation to maintain the retention area set forth on Exhibit A. The City, for the sole purpose of determining whether or not such area is being properly maintained, shall have the right to enter and inspect the area set forth on Exhibit A at any reasonable time. In the event Shore West or its assigns fail to maintain the retention area set forth on Exhibit A, the City may provide Shore West with written notice of the maintenance work or repairs that need to be completed. In the event Shore West fails to commence the needed maintenance work or repairs within thirty (30) days after Shore West's receipt of such written notice, the City shall have the right, at the expense of Shore West, to enter the retention area set forth on Exhibit A and perform such maintenance and repairs as are required. Such right shall be in addition to any other remedies available to the City at law or in equity.

3. Period Covered. The indemnity herein provided for will extend from the date the Plat of Bridgeside Subdivision No. 1 is accepted by the City and shall continue in effect forever unless terminated by mutual agreement of the parties, which agreement shall be in writing.

4. Limitation of Liability. The liability of Shore West under this contract shall not be limited in terms of a dollar amount.

5. Assignment. Shore West further agrees to incorporate its rights, duties and obligations contained in this Indemnity Agreement into all deeds granted by it to real estate located within the aforesaid subdivision so that the owners and/or a Homeowners' Association of which the owners are members shall bear the liability created by this Agreement and accepted by Shore West, and, also, same shall be included in any restrictive covenant instrument for execution and recording which apply to the aforesaid subdivision and in the Subdivision Plat filed with the County Recorder. Notwithstanding anything herein stated to the contrary, upon the assignment by Shore West of its obligations hereunder to Bridgeside Subdivision No. 1 Homeowners' Association (or any similar organization which includes the owners of property within the aforesaid subdivision) and the assumption by the assignee of the obligations of Shore West hereunder, Shore West shall thereafter automatically be deemed released and discharged of its obligations hereunder and any reference to Shore West hereunder shall be deemed a reference to the assignee.

6. Expenses, Attorney Fees and Costs. If the City, in the enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, then, subject to paragraph 4 hereof, Shore West agrees to reimburse the City for such expenses, reasonable attorney's



fees, or costs within thirty (30) days after receiving written notice from City of the incurring of such expenses, costs or obligation.

7. Notice of Claim Against City. The City agrees to give Shore West, its successors and assigns, thirty (30) days written notice of any claims made against the City on the obligations indemnified against, except when an emergency exists the City shall be permitted to perform or pay for the obligations of Shore West immediately without in any way diminishing the liability of Shore West under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by and through their authorized representatives or officers on the day and year first above written.

Signed and acknowledged
in the presence of:

SHORE WEST CONSTRUCTION COMPANY

Marilyn Scott
Paul A. Hanna

By: Frederic C. Bower
FREDERIC C. BOWER, PRESIDENT

Raymond A. Smith
Jeffrey T. Smith

CITY OF AVON LAKE, OHIO

By: Vincent M. Valeri
Title: Mayor

RHB:10805



May 24, 1995

EXHIBIT 'A'

**LEGAL DESCRIPTION
OF
BRIDGESIDE SUBDIVISION NO. 1
BLOCK 'A' (DETENTION BASIN AREA)
FOR
SHORE WEST CONSTRUCTION COMPANY
(2.210 ACRE PARCEL)**

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

Commencing at an iron pin monument at the intersection of the centerline of Lear Nagle Road with the centerline of Walker Road; Thence North 89°28'00" East along the centerline of said Walker Road, 1,844.50 feet to a point on said centerline;

Thence South 00°24'00" East, 50.00 feet to an iron pin set in the Southerly line of Walker Road, said point being the Northwestern corner of land conveyed to Center Properties by deed recorded in O.R. Volume 284 Page 1 of Lorain County Records;

Thence North 89°28'00" East along said Southerly line of Walker Road, 320.00 feet to an iron pin set in the Westerly line of land conveyed to Bruce Kinzel, trustee, by deed recorded in Volume 1241, Page 595 of Lorain County Records;

Thence South 00°24'00" East along the Westerly line of said Kinzel's land, 298.00 feet to an iron pin set at the Southwesterly corner of said Kinzel's land;

Thence North 89°28'00" East along the Southerly line of Kinzel's land, 40.81 feet to a point on the Southerly line of said Kinzel's land, said point being the Principal Place of Beginning of the parcel of land herein described;

Thence continuing North 89°28'00" East along the Southerly line of Kinzel's land, 120.87 feet to an iron pin set at the Southeasterly corner of land conveyed to Bruce C. Kinzel, trustee by deed recorded in O.R. Volume 222, Page 365 of Lorain County Records;

Thence North 00°24'00" West along the Easterly line of said Kinzel's land, 298.00 feet to an iron pin set on the Southerly line of land conveyed to the City of Avon Lake by deed recorded in O.R. Volume 222, Page 368 of Lorain County Records, said Southerly line being the Southerly line of Walker Road and being 50.00 feet Southerly at rectangular measurement from the centerline of said Walker Road;

O.R. VOL PAGE

1126 000043



Thence North 89°28'00" East along said Southerly line of the City of Avon Lake's land, also being the Southerly line of Walker Road, 238.44 feet to point;

Thence South 00°32'00" East, 252.44 feet to a point;

Thence South 09°48'50" West, 72.62 feet to a point;

Thence South 73°53'24" West, 301.10 feet to a point;

Thence North 85°13'27" West, 56.97 feet to a point;

Thence North 00°32'00" West, 104.44 feet to the Principal Place of Beginning and containing 2.210 acres of land, be the same, more or less, but subject to all legal highways.

Bearings are to an assumed meridian and are used to describe angles only.

This description was prepared, in part, from a total property survey by Neil A. Hetrick, Registered Surveyor No. 7040 of R.E. Warner & Associates, dated March 19, 1993.

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INDEMNITY AGREEMENT WITH CITY OF AVON LAKE
RE: SHORE WEST CONSTRUCTION COMPANY, BRIDGESIDE SUBDIVISION NO. 1
BRIDGESIDE DRIVE ENTRANCE, PUBLIC RIGHT OF WAY

THIS AGREEMENT is made on this 14th day of July, 1995 in the City of Avon Lake, County of Lorain, State of Ohio. The parties to this Agreement are SHORE WEST CONSTRUCTION COMPANY, an Ohio corporation, 23826 Lorain Road, North Olmsted, Ohio, hereinafter called "Shore West", and the CITY OF AVON LAKE, a municipal corporation, organized under the laws of the State of Ohio, hereinafter called "City".

WHEREAS, Shore West desires to dedicate to City for public use the real estate platted in Exhibit "A" attached hereto and described in Exhibit "B" attached hereto to the subdivision platted as Bridgeside Subdivision No. 1.

WHEREAS, Shore West desires to install and construct in said right of way trees, shrubs, fences and a guard house in an effort to upgrade and highlight the entranceway to the aforesaid subdivision; and

WHEREAS, Shore West desires to assure that the City is held harmless from loss, damages or liability that City may suffer from claims made against City by reason of the construction, placement, use and maintenance of the aforesaid trees, shrubs, fences and guard house.

NOW, THEREFORE, the parties agree as follows:

1. Liabilities, Losses or Damages. Subject to Paragraphs 3 and 4 hereof, Shore West undertakes to indemnify and save harmless City from any and all expenses related to the construction, repair or maintenance of grass, trees, shrubs, fences, signs and Paragraphs 3 and 4 hereof, Shore West further agrees to save harmless City from any and all claims, demands, lawsuits, costs or judgments against City arising out of the construction, placement, use, maintenance or existence of said grass, trees, shrubs, fences, signs and guard house located in said public right of way, and subject to paragraphs 3 and 4 hereof, Shore West shall undertake the defense, trial and appeals of any and all lawsuits brought against the City by reason of any of the aforesaid claims, demands and causes of action. City shall maintain and repair the paved roadway, curbs, gutters and all underground storm, sanitary and water utilities in the public right of way. City shall not be obligated to repair and damage to any grass, trees, shrubs, fences, signs or guard house in the public right of way caused by the City in performing the aforesaid maintenance or repairs.

2. Period Covered. The indemnity herein provided for will extend from the date the public right of way described herein is accepted by the City and shall continue in effect forever unless terminated by mutual agreement of the parties, which agreement shall be in writing.

3. Limitation of Liability. Shore West's liability under this contract shall not be limited in terms of a dollar amount. Further, subject to Paragraph 4 hereof, Shore West shall provide, at its cost, insurance against liability for injury to persons and property in, on or about the public right of way above described, issued by an insurance company authorized to do business in the State of Ohio in an aggregate amount of not less than One Million Dollars (\$1,000,000.00) combined single limit as to injuries to one or more person(s) and

EXHIBIT D

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property damage arising out of any one incident. City shall be named as an additional insured on said policy of insurance, which shall require thirty (30) days notice to City prior to cancellation, and City shall be provided a copy of said policy of insurance and all reissues thereto.

4. Assignment. Shore West further agrees to incorporate its rights, duties and obligations contained in this Indemnity Agreement into the Restrictions, Reservations and Covenants effecting the real estate located within the aforesaid subdivision so that the Homeowner's Association, of which the owners are members, shall bear the liability created by this Agreement. Notwithstanding anything herein states to the contrary, upon the assignment by Shore West of its obligations hereunder to Bridgeside Homeowner's Association, Inc. (or any similar organization which includes the owners of property within the aforesaid subdivision) and the assumption by the assignee of Shore West's obligations hereunder, Shore West shall thereafter automatically be deemed released and discharged of its obligations hereunder and any reference to Shore West hereunder shall be deemed a reference to the assignee. City shall be immediately notified upon such assignment and assumption.

5. Expenses, Attorney Fees and Costs. If City, in the enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay reasonable attorney's fees on court costs, then, subject to Paragraph 4 hereof, Shore West agrees to reimburse City for such expenses, attorney's fees, or costs within thirty (90) days after receiving written notice from City of the incurring of such expenses, costs or obligation.

6. Notice of Claim Against City. City agrees to give Shore West, the Bridgeside Homeowner's Association, Inc, and their successors and assigns, thirty (30) days' written notice of any claims made against City on the obligations indemnified against, except when an emergency exists City shall be permitted to perform or pay for Shore West's obligations immediately without in any way diminishing Shore West's liability under this contract. In the event Shore West or its assigns fails to comply with the terms of this agreement, City shall have the right, at the expense of Shore West, to remove any one or all of the improvements existing in the aforesaid right of way in addition to any other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by and through their authorized representatives or officers on the day and year first above written.

Marilyn Beatt

John A. Hanna

Jeffrey T. Smith

Patty M. Smith

SHORE WEST CONSTRUCTION COMPANY

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

CITY OF AVON LAKE, OHIO

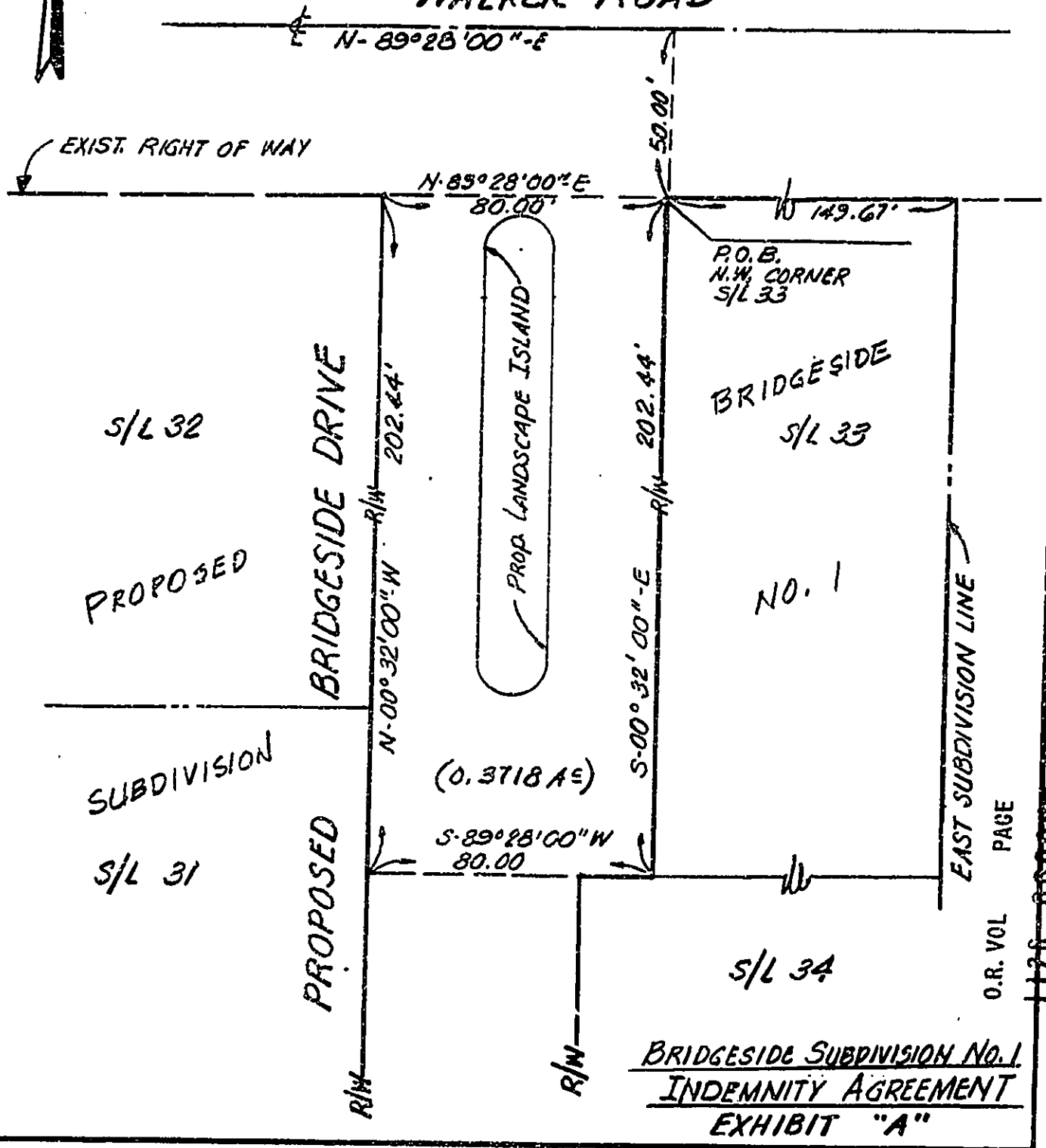
By: Vincent M. Uebler
Mayor

RHB:10761:sjb
44404/45842



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF A 0.3718 ACRE PARCEL OF LAND
IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, OHIO

WALKER ROAD



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004228

MAY 24, 1995

**LEGAL DESCRIPTION
OF A
0.3718 ACRE PARCEL OF LAND
(PART OF PROPOSED BRIDGESIDE DRIVE)**

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

Beginning at the Northwestern corner of Sublot No. 33 in the proposed Bridgeside Subdivision No. 1, in the Southerly right of way line of Walker Road, said point being Southerly 50.00 feet at right angles to the centerline of Walker Road (width varies);

Thence South 00°32'00" East along the Westerly line of said Sublot No. 33 and the Easterly line of Bridgeside Drive in said proposed Subdivision, 202.45 feet to the Northerly line of Sublot No. 34 in said proposed Subdivision;

Thence South 89°28'00" West, along said Northerly line of Sublot No. 34 and the Westerly prolongation of said line, 80.00 feet to the Westerly line of said Bridgeside Drive;

Thence North 00°32'00" West, along said Westerly line of Bridgeside Drive, 202.45 feet to the Northeasterly corner of subplot No. 32 in said proposed Subdivision, in the Southerly right of way line of Walker Road, as aforesaid;

Thence North 89°28'00" East, along the Southerly right of way line of said Walker Road, 80.00 feet to the Principal Place of Beginning and containing 0.3718 acres of land, be the same, more or less, but subject to all legal highways.

This description was prepared by Neil A. Hetrick, Registered Surveyor No. 7040 of R.E. Warner & Associates.

MARY ANN JAMISON
LORAIN COUNTY RECORDER

AUG 9 1 36 PM '95

EXHIBIT 'B' TO INDEMNITY AGREEMENT

RECEIVED FOR RECORD

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