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AMENDMENT CERTIFICATE

TO

BRIDGESIDE

RESTRICTIONS, RESERVATIONS AND COVENANTS

(Third Amendment Certificate)

This Amendment Certificate to Bridgeside Restrictions, Reservations and Covenants ("Third Amendment Certificate") is made, executed, acknowledged and delivered this 10th day of June, 1996 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 "Shore West").

R E C I T A L S:

A. On the 9th day of August, 1995 Bridgeside Restrictions, Reservations and Covenants were filed for record by Shore West with the Recorder of Lorain County, Ohio at O.R. Volume 1126, Page 000001 (the "Restrictions"), designating the real property described in Exhibit "A" therein as Bridgeside Subdivision No. 1 ("Subdivision No. 1") and subjecting Subdivision No. 1 to the terms of the Restrictions.

B. On the 13th day of September, 1995, an Amendment Certificate to Bridgeside Restrictions, Reservations and Covenants (First Amendment Certificate) was filed for record by Shore West with the Recorder of Lorain County, Ohio at O.R. Volume 1144, Page 000789

WCCOM 0449  
Cleveland title  
1200 Rockside rd Ste 101  
Independence OH 44131  
mail  
cc of

O.R. VOL. PAGE  
1126 000001

(the "First Amendment Certificate") which added a provision to the Restrictions regarding swimming pools.

C. On the 27th day of October, 1995, an Amendment Certificate to Bridgeside Restrictions, Reservations and Covenants (Second Amendment Certificate) was filed for record by Shore West with the Recorder of Lorain County, Ohio at O.R. Volume 1168, Page 516 (the "Second Amendment Certificate"), designating the real property described in Exhibit A therein as Bridgeside Subdivision No. 2 ("Subdivision No. 2") and subjecting Subdivision No. 2 to the terms of the Restrictions.

D Shore West is the owner of the real property known as Subdivision No. 1 and described in Exhibits "A" and "B" of the Restrictions and is the owner of the real property known as Subdivision No. 2 and described in Exhibit A of the Second Amendment Certificate, except real property that prior to the date of this Third Amendment Certificate has been: (1) subdivided and conveyed to third parties; (2) conveyed for public roadways, or (3) otherwise conveyed and not owned by Shore West on the date of this Third Amendment Certificate.

E. A portion of Subdivision No. 1 that abuts Walker Road shall be landscaped and maintained by the Association which landscaping will be located on four (4) of the Lots in Subdivision No. 1.

F. Shore West now desires by this Third Amendment Certificate: (1) to ratify and affirm the Restrictions, the First

Amendment Certificate and the Second Amendment Certificate, and (2) pursuant to Article XIII, Section 6 of the Restrictions, to modify and amend the Restrictions to provide for landscape easements on, over, under and across certain Lots in Subdivision No. 1.

NOW, THEREFORE, Shore West does hereby adopt this Third Amendment Certificate.

## ARTICLE 1

### DEFINITIONS

Except as otherwise defined in this Third Amendment Certificate, all capitalized words and terms herein shall have the same definition and meaning as set forth and used in the Restrictions.

## ARTICLE II

### AMENDMENT OF RESTRICTIONS

The following Section 3 is hereby added to Article IV of the Restrictions and shall be a part of the Restrictions:

3. A. Landscape Easement Grants.

Landscape easements on, over, under and across a portion of the Lots shown in the Exhibits attached hereto and made a part hereof and specified as follows (the "Landscape Easement Premises") are hereby granted (collectively the "Landscape Easements" and individually a "Landscape Easement"):

(i) Sublot No. 1 as depicted on the Plat in Exhibit 1 and described in Exhibit 1A.

(ii) Sublot No. 14 as depicted on the Plat in Exhibit 2 and described in Exhibit 2A;

(iii) Sublot No. 32 as depicted on the Plat in Exhibit 3 and described in Exhibit 3A; and

(iv) Sublot No. 33 as depicted on the Plat in Exhibit 4 and described in Exhibit 4A.

B. Priority of Existing Utility Easement.

The Landscape Easements shall at all times be subject and subordinate to the rights granted to the utility companies (the "Utilities") and to the 10' Utility Easement shown on the Bridgeside Subdivision No. 1 Final Plat recorded July 28, 1995 at Volume 55, Pages 20, 21 and 22 of the Lorain County Recorder Plat Records (the "Utility Easement").

C. Use of Landscape Easement Premises.

The Landscape Easement Premises shall be used exclusively by the Association for landscaping purposes subject, however, to the Utility Easement. The landscaping plan, method and type of landscaping including, without limitation, the choice of trees, plants, bushes, shrubs and grass shall be determined by the Association.

D. Maintenance of the Landscape Easement Premises.

The Association shall maintain the Landscape Easement Premises and the costs and expenses of such maintenance shall be paid by the Association and shall be Association Expenses which costs and expenses shall include the maintenance of liability insurance and

such other insurance as determined by the Association. Said maintenance shall include any repair and replacement of the Landscape Easement Premises, trees, plants, bushes, shrubs, grass and other landscaping as the result of damage or destruction caused by the Utilities in exercising their rights pursuant to the Utility Easement and the Utilities shall have no liability to the Association for such damage or destruction except to restore the land as provided in the Utility Easement.

E. Termination of the Landscape Easements.

Should the Association fail to maintain the landscaping, the Owner of a Lot subject to a Landscape Easement may terminate the Landscape Easement by written notice to the Association specifying the failure to maintain. Should the Association fail to respond in writing to the Owner's written notice within sixty (60) days with a plan of maintenance, then the Landscape Easement shall terminate and be of no further force and effect. Should the Landscape Easement terminate as provided herein, then said Owner shall have full use of the Lot free and clear of the Landscape Easement but subject to the maintenance obligations as otherwise provided in the Restrictions and subject to the Utility Easement.

ARTICLE III

RATIFICATION OF RESTRICTIONS

The Restrictions, the First Amendment Certificate, and the Second Amendment Certificate, are hereby ratified and affirmed.

IN WITNESS WHEREOF, Shore West Construction Company has hereto  
set its hand as of the date first above written.

SIGNED IN THE PRESENCE OF:

Marilyn Ratt  
MARILYN SCOTT  
[Print Name]

Yvonne Solomon  
YVONNE SOLOMON  
[Print Name]

Marilyn Ratt  
MARILYN SCOTT  
[Print Name]

YVONNE SOLOMON  
Yvonne Solomon  
[Print Name]

SHORE WEST CONSTRUCTION  
COMPANY

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

And: Neil R. Bower  
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 by Neil R. Bower, its Vice President, who acknowledged to me that they did sign the foregoing document on behalf of said corporation, and that the same is their free act and deed individually, and as such officers, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Olmsted, Ohio, this 10<sup>th</sup> day of June, 1996.

Marilyn Scott  
NOTARY PUBLIC

This instrument prepared by:

Edwin A. Kennedy, Esq.  
Arter & Hadden  
1100 Huntington Building  
925 Euclid Avenue  
Cleveland, Ohio 44115

(216) 696-3898

**MARILYN SCOTT**  
Notary Public, State of Ohio, Cuy. Cty.  
My Commission Expires August 22, 2000

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