

COUNTY OF LAKE

FRANK A. SUPONCIC, CPA
RECORDER

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2004R002305

LAKE COUNTY OHIO
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FRANK A SUPONCIC
LAKE COUNTY RECORDER

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LAKE COUNTY OHIO
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LAKE COUNTY RECORDER

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DECLARATION OF RESTRICTIONS
OF
RIVER'S EDGE AT NASH FARM SUBDIVISION

THIS DEED OF DECLARATION OF RESTRICTIONS OF RIVER'S EDGE AT NASH FARM SUBDIVISION, is made this 16th day of JANUARY, 2004, by Loreto Venture Group Ltd, an Ohio Limited Liability Company, whose address is 34600 Chardon Road, Suite 5, Willoughby Hills, Ohio 44094, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant owns in fee simple, certain real property situated in the City of Willoughby Hills, County of Lake, State of Ohio (hereinafter referred to as the "premises"), and described in the legal description attached hereto and marked as Exhibit "A" and incorporated herein;

And, WHEREAS, Declarant proposes to develop and improve the premises for single family residential purposes under a general plan or scheme of development and does also hereby desire to create and establish certain restrictions, and obligations pursuant to such plan or development with respect to the premises;

NOW, THEREFORE, Declarant, as owner of the premises, for itself, and its successors and assigns, declares that the premises are held, and hereafter shall be conveyed, subject to the following covenants, rights, terms, reservations, limitations, and restrictions.

ARTICLE 1:

The premises, and each building lot, shall be used only for private, single-family, residential purposes and for no other purpose whatsoever. No building lot in whole or part shall be used for anything other than single family residential home construction. Use of any lot or partial lot for roadway, street, or anything else other than single-family residential home construction is strictly prohibited. No building or structure intended for, or adapted to business or commercial purposes, shall be erected, placed, permitted, or maintained on the premises unless the building plans, plot plan, and specifications (including the exterior color of any such improvement) shall have been approved in writing by the Declarant or an architectural review committee which shall consider in approving or disapproving, but need not be limited to such factors as conformity and harmony of architectural design with existing structures in the subdivision; and location and adaptability with respect to established elevations, topography, lot lines, and natural features. All dwellings shall meet the following minimum restrictions:

1. No dwelling other than a single-family dwelling, with at least 2300 square feet of living area, excluding basements, garages, breezeways, and porches for a one-story dwelling, or at least 2900 square feet of living area, excluding basements, garages, breezeways,

2004/002305

CHICAGO TITLE INSURANCE CO.
Order No. P. 24332053-1000M

and porches for dwellings other than a one-story dwelling shall be constructed on the premises.

2. All structures shall be of a traditional style. No log cabins, domes, bi-levels, raised ranches, A-frames, or modern-styled dwellings shall be permitted.
3. Each dwelling shall have at least a two-car attached side- or rear-entry garage with minimum inside dimensions of twenty-two feet by twenty-two feet (22' X 22'). Each garage shall have a concrete floor. Each garage shall have at least one (1) window in addition to any window or windows in the garage doors and all garage openings shall be equipped with garage doors. All garages shall be on the "high" side of the lot unless otherwise specifically approved by the Declarant.
4. Each dwelling shall be fully-landscaped including lawns within ten (10) months after occupancy. Landscaping shall include at a minimum all lawn areas, two (2) shade trees and twenty (20) shrubs in the front yard.
5. Glass block, concrete block, or similar materials shall not be permitted as an exterior material.
6. Exposed portions of foundation walls shall be brick, stone, or cement stucco.
7. Roofs shall be of slate or "architectural grade" asbestos, fiberglass, or asphalt shingles.
8. All buildings shall have a sloping roof with a minimum pitch of 4 to 12 and a maximum of 15 to 12.
9. All structures shall be provided with PVC, metallic or other approved gutters and downspouts for conducting water away from walls and foundations.
10. The building line, location of the dwelling, exterior elevations, and building plans and specifications (including color and all other details) for the dwelling to be constructed shall be subject to approval, in writing, by the Declarant, prior to the start of construction. The minimum building line shall be one hundred and five feet (105') from the centerline of the road. Declarant reserves the right to modify the minimum building line for topographical or other reasons as the Declarant shall in its sole discretion deem advisable. In order to promote the orderly review of site plans and house plans, two sets of all plans must be completed and submitted when filing the request of approval. To expedite the overall review/approval process, Declarant will review and comment upon "rough sketches" in order to inform the applicant of probable disapproval before expenditure of significant time and money in preparation of detailed final review plans.
11. All driveways shall be concrete.

12. No trailer, basement, tent, or other outbuilding shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure extend beyond one year from the date construction commenced.
13. No owner shall damage any streets within the Subdivision or permit any contractor or material men to damage said street during the period of any home construction or said owner shall be personally liable for the cost of repairing such street, and shall hold RIVER'S EDGE AT NASH FARM SUBDIVISION or its successors and assigns harmless from any liability for the cost of repairing such street.

ARTICLE 2:

The Declarant will be filing for record with the Lake County Auditor and Lake County Recorder, a Subdivision Plat for the RIVER'S EDGE AT NASH FARM SUBDIVISION, creating individual sublots. Each sublot set forth on the Subdivision Plat Plan in the RIVER'S EDGE AT NASH FARM SUBDIVISION, is referred to as a "building Lot."

ARTICLE 3:

No building, other than one (1) single-family residence with attached garage, shall be erected, placed, or suffered to remain on any building lot, and no such single-family residence shall be occupied by more than one (1) family and members of its domestic staff. Provided that provisions of Article 1 above are not violated, nothing contained in this Article 3, however, shall be deemed to preclude the construction and maintenance of a pool house or bath house upon any building lot upon which there is then located a swimming pool. A tennis court shall be permitted. An accessory building compatible with the residence shall be permitted, however, written approval prior to construction of the accessory building, pools, tennis courts and other structures shall be received from Declarant.

ARTICLE 4:

No industry, business, trade, occupation, or profession of any kind, whether it be commercial, religious, charitable, education, or otherwise, whether or not organized for profit, shall be conducted, maintained, or permitted on any portion of any building lot.

ARTICLE 5:

No livestock or poultry of any kind shall be kept or harbored upon any building lot for any purpose and no vegetables or grains shall be grown upon the premises for commercial purposes.

ARTICLE 6:

No signs, billboards, or advertising device shall be erected, placed, or suffered to remain upon any building lot, except for a "for sale" sign.

ARTICLE 7:

All dwellings or other structures shall be serviced by underground electric, telephone, and television facilities. No building lot shall be serviced by overhead electrical poles and wires. No exterior satellite dishes exceeding 36" in diameter shall be permitted.

ARTICLE 8:

No commercial vehicles or trailers of any kind shall be stored or parked on any building lot, nor parked on the roadway. No recreational-type truck, trailer, or vehicle, and no boat shall be stored or parked on any portion of any building lot except may be parked in a closed garage or concealed from the roadway and other building lots by hedges, lattice work, or other screening. No overnight parking of any type of vehicle or equipment on or in the public right-of-way.

ARTICLE 9:

Only pets of the customary household variety may be kept or maintained on any building lot, and no pet or pets shall be kept or maintained so as to create a nuisance.

ARTICLE 10:

No fence or other device installed for the purpose of separating building lots (other than natural shrubbery) shall be maintained on any building lot. No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any building lot.

ARTICLE 11:

Every owner will install a mailbox and post that is designated and/or approved by the Declarant at the homeowner's expense.

ARTICLE 12:

The Declarant shall purchase and install street lights in the RIVER'S EDGE AT NASH FARM SUBDIVISION. The annual operation and maintenance cost of said improvements shall be invoiced to and paid by the River's Edge at Nash Farm Homeowner's Association. The street lights are a private improvement and shall remain so now and forever. At no time will they be the responsibility of the City of Willoughby Hills for maintenance, operational or replacement costs.

ARTICLE 13:

All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a subplot shall, at his sole costs and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear. The owner of each subplot shall mow, or cause to be mowed, all grass or other vegetation thereon, except decorative landscaping, ground cover, and garden plants, to a height not exceeding four inches (4").

ARTICLE 14:

The cost to maintain the Subdivision sign(s), entrance landscaping, and entrance area shall be paid by the RIVER'S EDGE AT NASH FARM Homeowners' Association.

ARTICLE 15:

Declarant shall cause to be formed an Ohio Corporation, not-for-profit, to be called RIVER'S EDGE AT NASH FARM HOMEOWNERS' ASSOCIATION, which shall be formed for the following purposes:

- A. To accept ownership or easements of the real estate along with any improvements or equipment located or to be located thereon; as shown on the RIVER'S EDGE AT NASH FARM SUBDIVISION plat.
- B. To maintain such real estate for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of any and all ponds, drainage ways, entrance plantings, subdivision signs, fences, and all facilities and structures erected thereon. In the event that the City of Willoughby Hills determines that any pond(s) and/or drainage ways are not being properly maintained by the Association, the City may so notify the President of the Association. If the Association does not properly correct the maintenance in question within sixty (60) days (weather permitting), then the City shall have the authority to perform the necessary maintenance and charge all costs to the

Association. The Association agrees to reimburse the City for these costs within sixty (60) days of receiving the bill.

- C. To represent and promote the welfare of the residents of the RIVER'S EDGE AT NASH FARM SUBDIVISION as aforesaid generally; and to cooperate with the officials of municipal, county, state and other public authority for the promotion and betterment of the interests of the said Subdivision as aforesaid, including, without limitation, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in the Subdivision as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements. Nothing herein shall alleviate the need of the Association from properly maintaining and regulating the drainage ways and easements contained within the River's Edge at Nash Farm Subdivision.

ARTICLE 16:

The declarant for each lot owned within the Subdivision hereby covenants, and each owner of any lot be acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the Subdivision ponds, drainage ways, landscaping, subdivision signs, fences, and other items which are the responsibility of the Association.

The initial annual assessment for each lot shall be \$250.00. The annual assessment may be increased or decreased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that an increase may not exceed ten percent (10%) of the previous year's assessment. Increases in excess of ten percent (10%) for any one calendar year shall be made only if approved by two-thirds (2/3) vote of the voting members. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment.

Annual assessments must be fixed at a uniform rate for all lots and shall be collected at regular intervals. Said interval shall not be more frequent than monthly, not less frequent than annually provided; however, nothing herein shall prohibit prepayment of assessments.

The annual assessments provided for herein shall commence as to all lots on January 1, 2004. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the

assessments on a specified lot have been paid. For purposes of this document, the annual assessment period shall be the calendar year.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum plus reasonable attorneys' fees, if any. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest costs, and reasonable attorneys' fees, may be filed with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association. The Association may take appropriate legal action to collect the delinquent liens, including but not limited to foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due of from the lien thereof.

All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of two thirds (2/3) of the total voting membership of the Association and the membership shall be assessed for the same.

ARTICLE 17:

A. ON-SITE SEWAGE TREATMENT SYSTEM INSTALLATION, INSPECTION AND MAINTENANCE:

1. All on-site treatment systems must comply with and be maintained in compliance with all Lake County General Health District regulations and designs approved by the Lake County General Health District. Installation inspection shall be performed in accordance with the Lake County General Health District requirements, in effect or as may be amended from time to time. Occupancy may not occur without approval of the septic system installation by the Lake County General Health District.
2. The Homeowners Association will assume responsibility for coordinating and scheduling the maintenance inspection of each system, and shall conduct inspections of each system every six months and the septic/aerobic treatment tanks shall be pumped no less than once every two (2) years. A written report of the

sewage system inspection and/or tank pumping shall be produced, and a copy submitted to the Lake County General Health District, and the lot owner within thirty (30) days of completion of the work. In the event that maintenance, repair or replacement of any system which may lead to or cause system failure, is found to be necessary as a result of the routine maintenance inspection conducted by the Homeowners Association, or the Lake County General Health District or its successors, the property owner shall have the responsibility, to maintain, repair or replace the system. Routine maintenance items that can be done by the systems inspection individuals will be done at the time of inspection and all costs of said "routine" maintenance and all repairs of any kind shall be borne by the homeowner.

3. The maintenance inspection shall be performed only by "qualified" individuals. A qualified individual shall be defined as a person having such qualifications and/or licenses as the Lake County General Health District or its successors, may reasonably adopt from time to time.
4. The Homeowners Association shall have the authority to order and contract for on behalf of the owner for the maintenance, repair or replacement of any system which needs maintenance, repair, or replacement to comply with the lawful orders of the Lake County General Health District. The Lake County General Health District has final approval authority for significant repair and/or replacement of on-lot sewage treatment system components. The discharge of treated or untreated effluent off the property on which it is generated or "holding/pumping will not be considered for long term repairs. The full cost of such maintenance and/or repair shall be borne by the homeowner.
5. Any claim hereunder for maintenance, repair and/or replacement which is not paid to the Homeowners Association within thirty (30) days from the date of billing shall be an obligation of the owner(s) of the subplot and shall become a secured obligation and a lien on the owner's property, and shall attach thereon, effective upon, and from the time of recording of an affidavit to obtain a mechanic's lien in the office of the Recorder of Lake County, Ohio. Service of a copy of the affidavit to obtain a mechanic's lien shall be required to be made by regular U.S. Mail, postage prepaid, to the tax mailing address of the owner. All costs and expenses including attorneys' fees of the filing and service of the affidavit to obtain a mechanic's lien shall be included in the principal amount of the mechanic's lien, along with interest at the rate of twelve percent (12%) per annum, or the then legal rate, whichever shall be greater.
6. All properties shall be subject to future operation and maintenance requirements of the Lake County General Health District and the payment thereof, if any.

7. The Lake County General Health District and the Homeowners Association shall have the right to enter upon each subplot to inspect, operate, maintain, repair or replace components of the on-lot sewage treatment system.

B. OPERATION AND MAINTENANCE COSTS:

1. The Homeowners Association shall be responsible for administration of the sewage system inspections performed every six months and septic/aerobic treatment tank cleaning performed a minimum of every two years. The estimated annual cost for the operation and maintenance for each system is Two Hundred Dollars (\$200.00) per year which shall be paid as an annual assessment to the Homeowners Association on July 1 of the year following the date of occupancy and subsequent start-up. The Homeowners Association shall solicit proposals annually from three (3) contractors qualified/certified by the Lake County General Health District to perform these inspections. Upon completion of the work and submission of an approved report to the Lake County General Health District, the Homeowners Association and the homeowner, the contractor shall submit an invoice to the Homeowners Association for payment.
2. Each homeowner shall be invoiced by the Homeowners Association twice per year on March 1 and September 1 commencing upon the completion, inspection and approval of the sewage system installation. The Homeowners Association shall solicit proposals annually from the inspection contractors to determine a not-to-exceed cost for each task.
3. The homeowner, upon completion and approval of the installation, shall take ownership of the system and be responsible for routine (day to day) operation and maintenance of the on-lot sewage treatment system as defined in the operation and maintenance manual included as part of the purchase of the lot.
4. The homeowner shall be responsible for repairs and replacement of the system components which fail to perform in accordance with the standards as defined and enforced by the Lake County General Health District regulations in effect at the time of enforcement.

C. HOMEOWNERS ASSOCIATION RESPONSIBILITIES:

1. The Homeowners Association shall report any complaints including those from homeowners/builders of on-lot sewage treatment system failure to the Lake County General Health District immediately upon receiving a complaint. All notices of violation issued by the Lake County General Health District shall be sent to the property owner. A report of the corrective action taken shall be submitted by the property owner to the Homeowners Association and the Lake

County General Health District within thirty (30) days of the completion of the activity.

D. EXEMPTIONS:

The following property shall be exempt from assessments created herein:

1. All properties dedicated to and accepted by local public authorities.
2. Any vacant land owned by the River's Edge at Nash Farm Homeowners' Association.
3. Vacant lots owned by Loreto Venture Group Ltd.

E. MISCELLANEOUS CONDITIONS:

The following provisions shall also constitute restrictions to which each subplot is subject and which must be complied with by the owner of each subplot prior to, or in the construction of, a residence on the subplot:

1. Each subplot will be considered separately for the installation of an individual household sewage disposal system. If a subplot is found to be unsuitable, a sewage disposal system installation permit will not be issued, and the subplot will be considered non-buildable.
2. A backhoe will be provided at the request of the Lake County General Health District for any or all subplots to confirm soil types and/or to determine the depth to bedrock or groundwater table.
3. The subdivision shall be constructed in accordance with the approved plan. All changes must be reported to, and approved by, the Lake County General Health District.
4. A permanent legal mechanism shall be created through deed restrictions whereby an entity is established which assumes the legal and financial responsibility of the individual sewage disposal systems. The entity shall inspect, maintain, and ensure repair and replacement of the individual sewage disposal systems.
5. Each residence constructed on a subplot within the proposed subdivision must utilize water saving toilets, showerheads, and faucets. The Declarant shall have the authority to enforce the use of the facilities and failure of the homeowner/builder to follow this requirement could be cause for neglect and abuse of the on-lot sewage treatment system.

6. A sewage disposal system installation permit must be obtained for each subplot. Prior to permit issuance, a site inspection will be conducted by a representative of the Lake County General Health District. Once the type, size, and location of the sewage disposal system to be utilized is determined, the applicant must submit a plot plan drawn by a registered engineer or surveyor depicting the location and design of the sewage disposal system, house location, existing and final grades, downspout drainage, and any other information deemed necessary by the Lake County General Health District.
7. Drainage improvements or changes from existing grade noted on the approved plan shall be installed prior to sewage disposal system installation permit issuance.
8. Off-lot disposal of sewage effluent will not be permitted.
9. Trees on the east, west, and north sides of the sewage disposal system will be cleared to allow the system to receive at least eight (8) hours of sun per day.
10. The minimum elevation of the splitter box used in the sewage disposal system shall be six (6) inches above the finish grade of the individual trenches.
11. All laws and rules of the Lake County General Health District, the Codified Ordinances of the City of Willoughby Hills, and the Ohio Department of Health pertaining to individual sewage disposal and water supply systems shall be followed.
12. All sewage effluent lift pumps must be designed to lift residential sewage effluent to meet the necessary head and rate requirements. Check valves must be used. A visual or audible alarm must be placed in the building served by the pump to indicate any electrical or mechanical failure. The pump must be readily removable from the manhole in case of pump failure.
13. Systems shall be installed only by installers approved by the Lake County General Health District.
14. Systems shall be designed only by a professional engineer. Failure to install a system in accordance with the plans and specifications approved by the Lake County General Health District, shall void previous plan approval.
15. No open burning will occur during land development or construction.
16. A copy of this Declaration of Covenants, Conditions, and Restrictions shall be furnished to the purchaser of each subplot within the subdivision prior to the sale of a subplot, and its receipt by the potential subplot purchaser shall be acknowledged in the sales agreement.

17. The Health District may or may not enforce the terms of this Agreement as it determines within its sole discretion. A failure to enforce shall not constitute a waiver of these requirements.

The deed restrictions contained in Article 17 shall continue to apply to each subplot until the subplot, if ever, is tied into a sanitary sewer system.

ARTICLE 18:

If all or any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence and dispatch, to rebuild, repair, or reconstruct such dwelling in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.

Reconstruction shall be undertaken within six (6) months after the occurrence of the casualty and shall be completed within eighteen (18) months after the occurrence of the casualty, unless prevented by causes beyond the control of the owner.

ARTICLE 19:

If it shall be held that any restriction or restrictions herein, or any part of any restriction herein, is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

ARTICLE 20:

In the event of a breach, or attempted or threatened breach by any owner of a building lot of any of the terms, covenants, and conditions hereof, any one or all of the owners of any building lots or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, except that no owner of a building lot may terminate this Agreement with respect to its building lot because of such breach, and any deed, lease, assignment, conveyance, or contract made in violation of this Declaration, effective upon recording of an Affidavit To Obtain A Mechanic's Lien thereof in the office of the Lake County Recorder. The remedies of any one or all such owners of building lots or of the Declarant specified herein shall be cumulative as to each and as to all other permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights, or easements shall in no event be construed, taken or held to be a waiver thereof.

ARTICLE 21:

The Association shall be responsible for all maintenance of landscaped entrance, including fencing, lighting, pillars, posts, and cul-de-sac areas including but not limited to, mowing, edging, pruning, planting, etc.

The Association shall also be responsible for maintenance of any stormwater retention basin, road culverts and private drive culverts.

ARTICLE 22:

Federal law at 40 CFR Part 122 prohibits point source discharges of storm water associated with construction activity to a water body(ies) of the United States without a National Pollutant Discharge Elimination System (NPDES) permit.

The development of the RIVER'S EDGE AT NASH FARM SUBDIVISION is covered by the Ohio EPA General Storm Water NPDES Permit for Construction Activities No. OHC000002.

The developer, Loreto Venture Group Ltd., is required to inform the lot purchaser of the lot purchaser's obligation to file an Individual Lot Notice of Intent (Individual Lot NOI), and advise that the lot purchaser is required to abide by the terms and conditions of the NPDES Permit.

Each property owner in the RIVER'S EDGE AT NASH FARM SUBDIVISION is required to submit an Individual Lot Notice of Intent for coverage under Ohio EPA Storm Water Construction General Permit (*form attached*). If you have questions regarding the form or need the form, contact the Ohio EPA Storm Water Unit at 614-644-2001. The NOI must be sent to the following address:

Ohio Environmental Protection Agency
General Permit Program
PO BOX 1049
Columbus, OH 43266-0149

Each purchaser/owner of the individual sublots at the RIVER'S EDGE AT NASH FARM SUBDIVISION hereby is notified of the foregoing requirements and by purpose of the individual sublots at the RIVER'S EDGE AT NASH FARM SUBDIVISION agrees to comply with all of the foregoing requirements and to indemnify and hold the Declarant absolutely harmless from any loss, claim, or liability in any manner connected with the individual lot NOI and/or purchaser's (or purchaser's contractor's) failure to comply with the applicable regulations now in effect or an hereafter modified.

Each purchaser/owner assumes responsibility for storm water control and silt and erosion control with respect to each lot from the date of transfer of ownership. This provision shall apply to the Purchaser of vacant lot or a lot having greater than 30% unstabilized soil subject to erosion.

ARTICLE 23:

The provisions of this Declaration may be modified or amended in whole or in part only as follows:

1. With the consent of the owners of a majority of the building lots, by Declaration, in writing, executed and acknowledged by the owners of a majority of said building lots, duly recorded in the office of the Lake County Recorder. Notwithstanding the foregoing, so long as Declarant is the owner of any of the building lots in the RIVER'S EDGE AT NASH FARM SUBDIVISION, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of the Declarant.
2. Notwithstanding the foregoing, so long as the Declarant is the owner of any building lots in the RIVER'S EDGE AT NASH FARM SUBDIVISION, and for a period of five (5) years from the date of transfer of title of the last building lot from the Declarant, said Declarant reserves the right to modify or waive any or all of the RIVER'S EDGE AT NASH FARM SUBDIVISION Restrictions as to any individual building lot or as to all building lots, as the Declarant, in its sole discretion, deems advisable. The Deed Restrictions contained in Article 17 shall not be modified or amended in whole or in part without the written consent of the Lake County General Health District or its successor.

ARTICLE 24:

This Declaration shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Lake County Recorder's office and for twenty (20) years thereafter, and shall be automatically extended for successive ten (10) year periods thereafter, unless on or before expiration of one (1) such extension period the owners of a majority of the building lots shall by written instrument duly recorded, declare a termination of the same. Notwithstanding the provisions of Article 17 shall continue to apply to each subplot until the subplot, if ever, is tied into a sanitary sewer system.

ARTICLE 25:

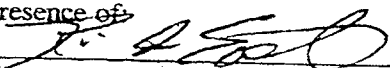
The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration shall be deemed to be covenants running with the land herein described as the premises, and shall bind Declarant and all owners of building lots, their respective heirs, successors, and assigns. This Declaration shall create privity of contract and/or estate with and among all owners of all or any part of the premises, their heirs, executors, administrators, successors, or assigns. The Purchaser of each lot shall have the responsibility to notify all future and subsequent purchasers of all conditions contained within the deed restrictions and the purchase agreement between the developer and the lot buyer, specifically those conditions which pertain to the installation and operation of the sewage disposal system.

ARTICLE 26:

The Purchaser of Sublots 3 -9 shall be advised that a conservation easement and jurisdictional area exists on these lots as shown on the Plat of River's Edge at Nash Farm Subdivision. The Purchaser shall contact the U.S. Army Corps of Engineers (Mr. Scott Schleuter, (716)-879-4330) and the Ohio Environmental Protection Agency (Twinsburg office) before any filling, grading or dredging activities are to be done.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration the day and year first above-written.

Signed and acknowledged in
the presence of



Florence S. Iafelice

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

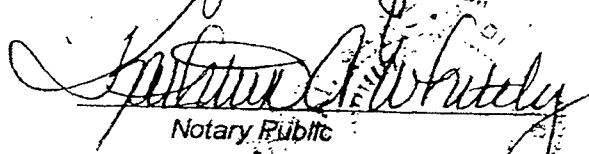
LORETO VENTURE GROUP LTD.

By: 

Loreto M. Iafelice, President

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Loreto M. Iafelice, President of LORETO VENTURE GROUP LTD., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed as President of LORETO VENTURE GROUP LTD.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Mentor, Ohio this 14 day of January,
2003: 2004



Notary Public

Kathleen A. Whiteley
Notary Public State of Ohio
Commission Expires Mar. 12, 2007
Recorded In Lake County

**ADDENDUM
TO
OFFER, RECEIPT AND SELLER'S ACCEPTANCE
RIVER'S EDGE AT NASH FARM SUBDIVISION**

This addendum is hereby incorporated in and made a part of the contract for purchase and sale by and between Loreto Venture Group, LLC, Seller and _____, Purchaser, dated _____, 200__ for the purchase of property located at Sublot No. _____ in the River's Edge at Nash Farm Subdivision on River's Edge Drive, Willoughby Hills, Ohio 44094.

Proposed Article 1.14 - Purchaser(s) also hereby acknowledge and agree that the square footage of the front elevation of the residence, exclusive of window and door openings, shall be a minimum of 25% brick or stone.

Acknowledged and Approved By:

Purchaser: _____
Name

Name

Address

City, State Zip Code

Date

Seller: *Loreto Lafelice*
Loreto Lafelice
Loreto Venture Group, LLC
34600 Chardon Road, Suite 5
Willoughby Hills, Ohio 44094

Date

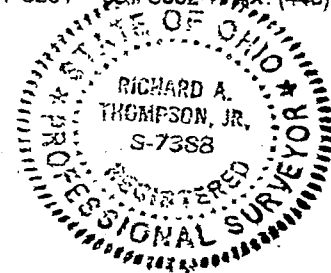


MENTOR • 8585 East Avenue • Mentor, Ohio 44060
 PHONE: (440) 255-8463 - 354-6938 - 951-LAND • FAX: (440) 255-9575

AVON • 1471 Lear Industrial Park • Avon, Ohio 44011
 PHONE: (440) 937-5801 - 937-6602 • FAX: (440) 937-5603

JANUARY 26, 2004

LEGAL DESCRIPTION
 OF A
 48.5431 ACRE PARCEL



Situated in the City of Willoughby Hills, County of Lake and State of Ohio, known as being part of Original Willoughby Township Lot No. 6 in Tract 10, and Lot No. 6 in Tract No. 9, further known as being all of land conveyed to Constance Nash et. al. by Instrument No. 200106531 of Lake County Records (PPN: 31A-017-001):

Beginning at a point in the centerline of River Road (formerly Chagrin Falls-Willoughby Road), 60 feet wide, at a PK nail found at a point of tangency therein, said point being at Station 153+72.69 per improvement plans for Ohio Department of Transportation Project No. 12D10046 dated 03/23/93;

COURSE I Thence along the arc of a curve in said centerline, deflecting to the left, said curve having a length of 450.92 feet, a radius of 1095.20 feet, a central angle of 23°35'24", a chord which bears South 36°31'55" West, a distance of 447.74 feet to a point in said centerline, said point being the northeasterly corner of land conveyed to Willis R. Nash by Instrument No. 960004168 of Lake County Records (PPN: 31A-017-028);

COURSE II Thence North 84°06'09" West, along the northerly line of said Willis R. Nash, at 31.85 feet passing through the westerly sideline of said River Road (witness a 5/8 inch iron pin found 0.46 feet westerly), a total distance of 741.21 feet to a 5/8 inch iron pin (ID: CT Consultants) found at the northwesterly corner thereof, said point also being in the easterly line of land conveyed to Warner Nurseries, Inc. by Instrument No. 2002R060732 of Lake County Records (PPN: 31A-017-029);

COURSE III Thence North 03°15'42" East, along the easterly line of said Warner Nurseries, Inc., a distance of 2044.37 feet to the northeasterly corner thereof (witness a 5/8 inch iron pin found 2.62 feet northerly), said point also being in the southerly limited access line of Interstate Route 90 as shown by plat recorded in Volume "M", Page 81 of Lake County Plat Records;

Post-it® Fax Note	7871	Date	1-26-04	# of pages ▶
To	CHAK B.	From	RICK	
Co./Dept.		Co.	LDC	
Phone #		Phone #		
Fax #	350.5942	Fax #		

Post-it® Fax Note	7871	Date	1-26-04	# of pages ▶
To	BILL S.	From		
Co./Dept.		Co.		
Phone #		Phone #		
Fax #	354.6472	Fax #		

JANUARY 26, 2004
LEGAL DESCRIPTION
OF A 48.5431 ACRE PARCEL
PAGE 2

COURSE IV Thence North 55°40'59" East, along the southerly limited access line of said Interstate Route 90, a distance of 737.27 feet to a 5/8 inch iron pin set therein, said point also being in the southerly line of land conveyed to Charles A. and Helen M. Sumrada, Trustees by Instrument No. 2002R032937 of Lake County Records (PPN: 31A-018-003), the same being the southerly line of Original Willoughby Township Lot No. 5 in Tract 10;

COURSE V Thence South 85°04'00" East, along the southerly line of said Sumrada and Original Lot No. 5 in Tract 10, a distance of 336.21 feet to a 1 1/4 inch iron pipe found at the southeasterly corner thereof, said point also being the northwesterly corner of Original Willoughby Township Lot No. 5 in Tract 9, the same being in the westerly line of land conveyed to Charles A. and Helen M. Sumrada, Trustees by Instrument No. 2002R032937 of Lake County Records (PPN: 31A-16B-015);

COURSE VI Thence South 04°21'00" West, along the westerly line of said PPN: 31A-16B-015 of said Sumrada, and the westerly line of said Original Willoughby Township Lot No. 5 in Tract 9, the same being the westerly line of the following 12 parcels:

H. & C. Sumrada, Tr.
Document No. 2002R032936
PPN: 31A-16B-001

M. Jean & William A. Sterling
Volume 63, Page 1366
PPN: 31A-16B-02

Eileen P. Thompson Living Trust
Document No. 980014306
PPN: 31A-16B-03

David L. & Julia T. Pultorak
Volume 581, Page 533
PPN: 31A-16B-04

Phillip B. & Paula M. Sidoti
Document No. 200107930
PPN: 31A-16B-05

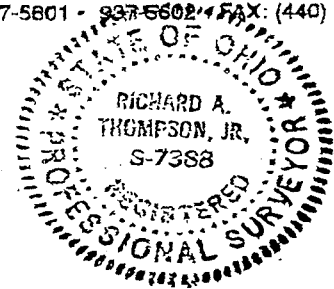


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COURSE I Thence along the arc of a curve in said centerline, deflecting to the left, said curve having a length of 450.92 feet, a radius of 1095.20 feet, a central angle of 23°35'24", a chord which bears South 36°31'55" West, a distance of 447.74 feet to a point in said centerline, said point being the northeasterly corner of land conveyed to Willis R. Nash by Instrument No. 960004168 of Lake County Records (PPN: 31A-017-028);

COURSE II Thence North 84°06'09" West, along the northerly line of said Willis R. Nash, at 31.65 feet passing through the westerly sideline of said River Road (witness a 5/8 inch iron pin found 0.46 feet westerly), a total distance of 741.21 feet to a 5/8 inch iron pin (ID: CT Consultants) found at the northwesterly corner thereof, said point also being in the easterly line of land conveyed to Warner Nurseries, Inc. by Instrument No. 2002R060732 of Lake County Records (PPN: 31A-017-029);

COURSE III Thence North 03°15'42" East, along the easterly line of said Warner Nurseries, Inc., a distance of 2044.37 feet to the northeasterly corner thereof (witness a 5/8 inch iron pin found 2.62 feet northerly), said point also being in the southerly limited access line of Interstate Route 90 as shown by plat recorded in Volume "M", Page 81 of Lake County Plat Records;

Post-it® Fax Note	7671	Date	1-26-04	# of pages	▶
To	CHARL B.	From	RICK		
Co./Dept.		Co.	LDC		
Phone #		Phone #			
Fax #	350.5942	Fax #			

Post-it® Fax Note	7671	Date	1-26-04	# of pages	▶
To	BILL S.	From			
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	354.6472	Fax #			

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COURSE V Thence South 85°04'00" East, along the southerly line of said Sumrada and Original Lot No. 5 in Tract 10, a distance of 336.21 feet to a 1 1/4 inch iron pipe found at the southeasterly corner thereof, said point also being the northwesterly corner of Original Willoughby Township Lot No. 5 in Tract 9, the same being in the westerly line of land conveyed to Charles A. and Helen M. Sumrada, Trustees by Instrument No. 2002R032937 of Lake County Records (PPN: 31A-16B-015);

COURSE VI Thence South 04°21'00" West, along the westerly line of said PPN: 31A-16B-015 of said Sumrada, and the westerly line of said Original Willoughby Township Lot No. 5 in Tract 9, the same being the westerly line of the following 12 parcels:

H. & C. Sumrada, Tr.
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M. Jean & William A. Sterling
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Document No. 980014306
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Volume 581, Page 533
PPN: 31A-16B-04

Phillip B. & Paula M. Sidoti
Document No. 200107930
PPN: 31A-16B-05

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PAGE 3

Marilyn Peterlin
Volume 901, Page 904
PPN: 31A-16B-06

Richard R. Rosann Brastin
Volume 836, Page 167
PPN: 31A-16B-17

Edward J. & Betty J. McKay
Volume 838, Page 418
PPN: 31A-16B-07

Ronald R. & Angela Mastroberti
Document No. 2002R021788
PPN: 31A-16B-08

David H. & Kathleen J. Stewart
Volume 785, Page 587
PPN: 31A-16B-09

Barry J. & Mary E. Seenberg
Document No. 200034544
PPN: 31A-16B-18

Patricia A. Frost, Tr.
Document No. 980025317
PPN: 31A-16B-10

a total distance of 2097.15 feet to a 1 inch iron pipe found at the southwesterly corner of said Patricia A. Frost;

COURSE VII

Thence South 82°49'40" East, along the southerly line of said Frost, at 103.47 feet passing through the westerly sideline of said River Road (witness a 5/8 inch iron pin found 0.12 feet westerly), a total distance of 143.31 feet to a point in the centerline of said River Road;

JANUARY 26, 2004
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PAGE 4

COURSE VIII

Thence South 48°19'37" West, along said centerline, a distance of 52.91 feet to the Place of Beginning and containing 48.5431 acres of land (2,114,538 square feet); 48.1974 acres of land (2,099,478 square feet) exclusive of the right-of-way of River Road, based on a survey performed in April, 2003 by Richard A. Thompson, Jr., P.S. No. 7388 of LDC, Inc., be the same, more or less, but subject to all legal highways and easements of record. Bearings refer to the easterly line of Original Willoughby Township Lot No. 6 in Tract 10: North 04°21'00" East, per deed for subject parcel. All iron pins set are 5/8 inch x 30 inch long rebar with caps inscribed "LDC,INC".