

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR HUNT CLUB
HOMEOWNERS ASSOCIATION, INC.**

HUNT CLUB LIFESTYLE LOT SECTION

Whereas, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hunt Club Homeowners Association is recorded in Volume _____, page _____, of the Records of Lorain County, Ohio (the Declaration); and

Whereas, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

Whereas, **Lake Pointe HC, Ltd.**, an Ohio limited liability company, is the Declarant of the Declaration, and

Whereas, pursuant to Article XII, Section 12.1, the Declaration may be amended or supplemented by a recorded instrument executed by the Declarant for the purpose of annexing Additional Land, and

Whereas, the Declarant desires to amend and supplement the Declaration as to annex certain property; now therefore

Declarant hereby amends and supplements the Declaration as follows:

- I. Annexation.** Pursuant to Article XII, Section 12.1, the property described in Exhibit A is hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners thereof.
- II. Designation of Common Elements.** The property described in Exhibit B shall be deemed to be Common Elements as set forth in Article II, Section 2.1 of the Declaration. Such Common Elements shall consist of entrance structures, surface water management, and open space, etc.
 - A. Designation of Maintenance.** The Common Elements described in Exhibit B shall be part of the Association's responsibility for maintenance pursuant to Article VIII, Section 8.2. Neither Avon Lake nor Lorain County assume any responsibility for maintenance of any item that is within the Association's maintenance responsibility.

III. Reservation of Easements. Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan. Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration. The Lots shall also be subject to an easement in favor of the Association for the performance of any maintenance as set forth herein.

IV. Maintenance Responsibility. Each Owner shall maintain his or her property, including the structures thereon, drainage easements, street trees and sidewalks in accordance with Article VIII of the Declaration. The Association shall be responsible for all lawn mowing and fertilizing on the Lots. The Association shall also be responsible for all snowplowing of the driveways on the Lots.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS TRUSTEES, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

V. Assessments.

A. Lifestyle Lot Assessment. There is hereby established a separate Assessment for the purpose of the Common Expenses of the Association which apply only to Hunt Club Lifestyle Lots. Such Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement of the Common Elements and other maintenance as required by Article VIII of this Declaration and as set forth above; (2) the cost of any insurance attributable to Common Elements required by this Declaration; and (3) reasonable reserves for contingencies and replacement of the Common Elements. The Lifestyle Lot Section Assessment shall not be subject to any limitations and shall be allocated equally to each Hunt Club Lifestyle Lot. The initial Lifestyle Lot Section Assessment is \$70.00 per month.

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VI. Restrictions. The following restrictions apply to the Property described in Exhibit A.

- A. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars.
- B. Dwelling Floor Areas.** The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines.
- C. Roof Requirements.** The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines.
- D. Fences.** No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street to the rear line of the Dwelling Unit. Privacy fences, if permitted, shall not exceed six (6) feet in height and shall be limited to the area immediately adjacent to a deck or patio. Invisible pet fences are permitted without prior approval.
- E. Other Structures.** No structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be permitted on any Lot without prior approval and only in accordance with the Design Guidelines. Construction trailers and/or storage sheds shall be permitted only during construction.
- F. Pools and Spas.** Pools and spas are permitted in the rear yard no closer than ten (10) feet from any property lines. No above-ground pools will be permitted. All hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence or landscaping.
- G. Play Equipment.** Play equipment, such as swing sets, jungle gyms, or sandboxes shall be permitted in the rear yard no closer than ten (10) feet from any property line. Basketball hoops, whether permanent or movable, shall be permitted only in accordance with the Design Guidelines.
- H. Clothes Drying.** No outdoor clothes drying apparatus of any sort shall be permitted.
- I. Gardens.** Small vegetable and fruit gardens shall be permitted in the rear yard. No agricultural or farming activity for commercial purposes shall be permitted. Additional landscaping may be installed with prior approval in accordance with

Section 9.2 of the Declaration. The Association shall have the right to require the Owner to maintain such additional landscaping and also the right to remove such additional landscaping if the Owner fails to maintain it.

J. Mailboxes, Lampposts. All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant.

VII. Declarant's Rights. Declarant hereby reserves all rights as set forth in the Declaration with respect to the Common Elements.

IN WITNESS WHEREOF, Lake Pointe HC, Ltd., has caused this Declaration to be signed this ____ day of October, 2003, by _____, Member.

Lake Pointe HC, Ltd.,

by: _____

STATE OF OHIO)
) ss:
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me, this ____ day of October, 2003, by _____, member of **Lake Pointe HC, Ltd.,** an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

Instrument Prepared By:
James A. Matre
Matre & Matre Co. LPA
225 Pictoria Drive, Suite 200
Cincinnati, Ohio 45246