

RESTATEMENT AND AMENDMENT  
OF THE **DEED RESTRICTIONS** FOR  
THE LAKE LUCERNE SUBDIVISION  
GEAUGA COUNTY, OHIO

Lake Lucerne subdivision was originally owned and developed by the Lake Lucerne Land Company ("Grantor"). All deeds of conveyance from the Land Company, the grantor therein, for lots in The Lake Lucerne Subdivisions were subject to certain restrictions, reservations and covenants, which by the expressed language of the granting documents specified that said covenants run with the land. The Grantor specifically reserved to itself, its successors and assigns, the right to change, add to or modify the restrictions with the consent of the owners of a majority of all the lots in said Subdivisions. At the Lake Lucerne Club Co. annual meetings on November 18, 1984 and November 23, 1986, at each of which meetings a quorum was present, a majority of the lot owners of The Lake Lucerne Subdivisions approved certain amendments to the aforementioned deed restrictions, conditions, covenants and reservations, which amendments are included in this restatement of the deed restrictions for said subdivisions.

The purpose of said amendments and restatements is to update said restrictions and to remove outdated restrictions and covenants. As in the past and as will be true now and in the future, the purpose of these restrictions, covenants, and reservations is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to all other lot owners.

Pursuant to the power reserved by the Grantor, in the deeds of conveyance to all lot owners in The Lake Lucerne subdivision, said grantor and its assigns hereby restate and amend the restrictions, covenants and reservations, all of which are covenants running with the land, on all property within The Lake Lucerne Subdivisions, located in Bainbridge Township, Geauga County, Ohio shown on the plat of The Lake Lucerne subdivision No. 1 recorded in Volume 2, Pages 21-24 (including Lake Lucerne Subdivision No. 3, which heretofore was incorporated into Subdivision No. 1); The Plat of The Lake Lucerne Subdivision No. 2, recorded in Volume 3, Pages 19-20; The Plat of The Lake Lucerne Subdivision No. 4, recorded in Volume 6, Pages 15-15(a); and The Plat of The Lake Lucerne Subdivision No. 5, recorded in Volume 11, Page 123 of the Geauga County Records of Plats, as follows:

1. Said real estate shall be used exclusively for residential purposes, and there shall not be erected or placed on said land, any building or structure of any kind other than a private dwelling house and a private garage, without the written consent of the Grantor, its successors and assigns, provided that no such dwelling house or any porch, bay or projection thereon, shall be erected, placed or suffered to remain on said premises within fifty (50) feet of any front street or highway, nor within ten (10) feet of the boundary line on either side of any lot, nor within ten (10) feet of any rear lot line, and no such dwelling house shall be used or occupied by more than one family, the intention being that such building shall not only be private dwellings in form and structure but shall be actually used as such.
2. On all corner lots there shall be constructed a dwelling house for one family only on each lot, and such houses shall not be built near to the outer lines than twenty (20) feet and inner side lines nearer than ten (10) feet; and no garage shall be placed or erected on corner lots within twenty (20) feet of the side street line or within twenty (20) feet of the rear lot line, nor within ten (10) feet of the line of any adjoining lot.
3. It is further understood that no such dwelling or garage shall be erected or placed, or any excavating or other work done, until the plot plan showing the proposed location of such buildings upon the land and the design and plans and drawings of the proposed buildings are submitted to and approved in writing by the grantor, its successors or assigns, and that no buildings except such as conformed to the covenants and provisions contained in this instrument shall be erected, reconstructed or suffered to remain upon

said premises; that said premises shall not be subdivided into smaller parcels except by the written consent of the grantor, its successors or assigns; and that no fences are ever to be erected on said premises, without written consent of the Lake Lucerne Club Company, its successors and assigns.

4. It is understood that, if in the opinion of the Grantor, its successors and assigns, the enforcement of the foregoing provisions and restrictions respecting the location of such dwelling and garage would work a hardship, the grantor may modify such restrictions so as to permit a different location that will not in its judgment do material damage to any abutting or adjacent owner.

5. The covenants and restrictions herein contained shall bind and inure to the benefit of and be enforceable by the grantor or by the owner or owners of any property in said subdivision, their legal representatives, heirs, successors or assigns, and any failure by the grantor or any lot owner to enforce such covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter, nor a waiver of any other covenant or restrictions herein set forth; and that all rights and remedies shall be cumulative, and none shall be exclusive of any other rights and remedies allowed by law.

6. It is further understood that no buildings shall be erected or placed on any lot to be used as a temporary residence prior to the erection and completion of a permanent dwelling as herein provided, nor shall tents or other camping equipment be erected or permitted to remain on any lot, without the written consent of the grantor, its successor or assigns; and that the grantor reserves the exclusive right to grant consents for the construction and operation of electric light, telephone and telegraph poles, lines and conduits and water lines in and upon all streets or highways, and to place and maintain poles, conduits, lines and water lines in, through and over said premises within five (5) feet of and parallel of the lot lines, provided that any pole shall be placed on lot lines.

7. The Grantor, its successors or assigns may change, add to, or modify the restrictions herein set forth, with the consent thereto of the owners of a majority of all the lots in said subdivision.

8. The Grantor agrees to install a complete water system throughout said subdivision as soon as twenty-five percent (25%) of the lots therein contained have been built upon, and reserves the right to lay water pipes through the premises herein described in such locations as will not interfere with buildings which may be erected thereon; and after installation such water system shall be maintained by the owners of lots in said subdivision.

9. It is understood that no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects or rubbish shall be placed or suffered to remain any where thereon; and in the event the owner of said premises refuses or neglects to remove the same, the grantor, its successors or assigns, may do so and collect the costs thereof from such owner.

10. It is expressly understood and agreed by the parties hereto that all of the covenants, conditions and restrictions herein contained which are for the protection and general welfare of the community, shall be deemed as covenants running with the land, and shall bind the owner or owners and occupant of said premises.

11. The Grantor expressly reserves to itself, its successors and assigns, the right in any case of any violation or breach of any of the restrictions, covenants and conditions herein contained 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 provisions hereof.

12. The premises hereby conveyed shall not be occupied, rented, conveyed or otherwise alienated, nor shall any right, title or interest therein, or right to use the same, pass to any grantee or other person without first giving written notice to The Lake Lucerne Land Company and Lake Lucerne Club Co., their successors or assigns, except transfer of title by devise or inheritance and except that said premises may

be mortgaged or subjected to judicial sale without such prior notice, provided, in any such case, that no devisee, heir or purchaser of said premises at judicial sale shall have the right to occupy, rent, convey, or otherwise part with any interest in or right to use said premises without first giving written notice to The Lake Lucerne Land Company and The Lake Lucerne Club Co., their successors and assigns. Further, any such devisee, heir or purchaser shall take such property subject to the restrictions herein contained in all other respects.

13. Any grantee, lessee, or other person hereafter acquiring any rights, title or interest in said premises or other property in Lake Lucerne Subdivisions, shall have no rights or interest in, or use of, the lakes, parks, beach property, tennis courts, streets, highways, water system, and other property of The Lake Lucerne Club Co. unless such rights, interest or use shall have been granted by The Lake Lucerne Club Co.

14. In or about 1931, the Grantor in conjunction with the lot and home owners at that time formed and organized The Lake Lucerne Club Co., which now exists as a non-profit corporation under the laws of the State of Ohio. The Grantor conveyed to The Lake Lucerne Club Co. ownership of certain common areas located within The Lake Lucerne subdivisions, which common areas presently include among other property, the lakes, parks, beach property, tennis courts, streets, highways and water system. Lake Lucerne Club Company has been charged with and assumes responsibility for the maintenance, preservation, and improvements of the common areas owned by it and conducts and transacts such other business as is necessary for the betterment, protection and general welfare of The Lake Lucerne Community and its residents. Any grantee, lessee, or other person presently owning or hereafter acquiring any interest in any lot or other property located in The Lake Lucerne Subdivisions shall be a member of The Lake Lucerne Club Co.

15. The grantee, lessee, or other person presently owning or hereafter acquiring any lot or other property located in The Lake Lucerne Subdivisions agrees to abide by the by-laws, rules and regulations of The Lake Lucerne Club Co., as the same may exist from time to time, and further agrees to pay any and all dues, assessments and special assessments approved and imposed by The Lake Lucerne Club Co., in accordance with the Club's by-laws, rules and regulations. The Board of Trustees of The Lake Lucerne Club Co. is recognized as the official governing body of The Lake Lucerne Club Co. Additionally, the Board of Trustees shall be authorized to enforce all restrictions, covenants and conditions herein contained, as well as the Club Co. by-laws, rules and regulations, in any manner allowed by law, including, but not limited to the collection of the payment of all dues and other assessments.

16. The amount of dues, assessments, special assessments or costs (incurred by The Lake Lucerne Land Company or The Lake Lucerne Club Co., their successors or assigns, as a result of enforcement of these restrictions) plus any charges thereon, including interest, if any, shall constitute and become a lien of the lot so assessed and The Lake Lucerne Club Co. Board of Trustees may cause to be recorded in the County Recorders Office for Geauga County, a notice of the assessment lien which shall state the amount of such lien, description of the lot assessed, and the name of the record owner thereof.

17. Any grantee, lessee, or other person presently owning or hereafter acquiring any interest in any lot or other property located in The Lake Lucerne Subdivisions covenants and agrees not to convey, transfer or otherwise dispose of any lot or any interest therein, in The Lake Lucerne Subdivisions, except upon and subject to the restrictions and conditions as are herein before mentioned and as are common to all the lots in said subdivisions, either by specifically restating said restrictions or incorporating them by reference in the document of conveyance, transfer or other disposition.

IN WITNESS WHEREOF, the Lake Lucerne Land Company, and Thomas M. Sheldon, individually and as President, Director and Shareholder of the Lake Lucerne Land Company and William H. Sheldon, individually and as Secretary, Director and Shareholder of the Lake Lucerne Land Company have hereunto set into their hands the day of 1987.

SIGNED AND ACKNOWLEDGED THE LAKE LUCERNE LAND COMPANY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of, 1987, by Thomas M. Sheldon, President of The Lake Lucerne Land Company, Inc., an Ohio corporation on behalf of the corporation, and on his own behalf.

The foregoing instrument was acknowledged before me this \_ day of, 1987, by William H. Sheldon, Secretary of The Lake Lucerne Land Company, Inc., an Ohio corporation on behalf of the corporation, and on his own behalf.