

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

WHEREAS, the Lake Lucerne Subdivision (the "Lake Community") was originally owned and developed by The Lake Lucerne Land Company (the "Original Grantor"), all deeds of conveyance from the Original Grantor for Lots in the Lake Community 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, and the Original Grantor specifically reserved to itself, its successors and assigns, the right to change, add to or modify the restrictions with the consent of a majority of the Lot Owners in said Lake Community;

WHEREAS, the Lake Community is described as being 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;

WHEREAS, sometime shortly after the Original Grantor was incorporated, The Lake Lucerne Club Company ("Club Company") was also incorporated in order to advance the interests of the residents of the Lake Community;

WHEREAS, at the Club Company annual meetings on November 18, 1984 and November 23, 1986, at each of which meetings a quorum of Lot Owners of the Lake Community was present, a majority of the Lot Owners of the Lake Community approved certain amendments to the aforementioned deed restrictions, conditions, covenants and reservations, which amendments were recorded in the Geauga County Recorder's Office at Volume 787, Pages 34 through 39 (the "First Amended and Restated Deed Restrictions");

WHEREAS, the purpose of the First Amended and Restated Deed Restrictions was to update said restrictions and to remove outdated restrictions and covenants since, as in the past and as will be true now and in the future, the purpose of these restrictions, covenants, and reservations is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 Lake Community for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Lake Community, and to maintain the desired tone of the Lake Community, and thereby to secure to each Lot Owner of the Lake Community the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her Lot than is necessary to insure the same advantages to all other Lot Owners;

WHEREAS, on or about April 4, 1987, the Original Grantor assigned to the Club Company all of its rights and reservations under the First Amended and Restated Deed Restrictions including, but not limited to, ownership of and responsibility for the Common Area;

WHEREAS, by virtue of the First Amended and Restated Deed Restrictions, the Club Company was vested with, among other things, the power and authority to review and approve architectural plans and designs for construction of all buildings and structures in the Lake Community, and the Board of Trustees of the Club Company therefore established the Architectural Review Board to assist the Club Company in carrying out its responsibilities under the First Amended and Restated Deed Restrictions, and also established the Architectural Review Standards to govern the Architectural Review Board;

WHEREAS, at the Lake Community's annual meeting on November 20, 1988, at which a quorum was present, a majority of the Lot Owners of the Lake Community approved a First Amendment to the First Amended and Restated Deed Restrictions, which was recorded in the Geauga County Recorder's

Office at Volume 839, Pages 992-994 (the "First Amendment"), in order to put all present and future Lot Owners in the Lake Community on notice of the existence of the ARB, its duties and authority, and the Architectural Review Standards;

WHEREAS, at the Lake Community's annual meeting on November 25, 2001, at which a quorum was present, a majority of the Lot Owners of the Lake Community approved a Second Amendment to the First Amended and Restated Deed Restrictions (the "Second Amendment");

WHEREAS, at the Lake Community's annual meeting on November 20, 2005, at which a quorum was present, a majority of the Lot Owners of the Lake Community approved a Third Amendment to the First Amended and Restated Deed Restrictions (the "Third Amendment");

WHEREAS, at the Lake Community's annual meeting on December 7, 2014, at which a quorum was present, a majority of the Lot Owners of the Lake Community approved a Fourth Amendment to the First Amended and Restated Deed Restrictions (the "Fourth Amendment");

WHEREAS, the Lot Owners of the Lake Community now desire to clarify, restate and amend the Deed Restrictions and Declarations governing the Lake Community.

DECLARATION

NOW THEREFORE, pursuant to the power reserved by the Club Company, as assignee to the Original Grantor, in the deeds of conveyance to all Lot Owners in the Lake Community, as well as all subsequent amendments and restatements thereto, the Club Company, and its successors and assigns, hereby restates and amends the restrictions, covenants and reservations, all of which are covenants running with the land, on all property within the Lake Community, as described above, by and through this document (the "Declaration") as follows:

ARTICLE I. Definitions

The following words when used herein (unless the context otherwise clearly indicates) shall have the following meanings:

1. "ARB" shall mean the Architectural Review Board established pursuant to the First Amended and Restated Deed Restrictions, and the First Amendment, to aid the Club Company in carrying out its responsibilities.
2. "Board" shall mean the Board of Trustees of The Lake Lucerne Club Company.
3. "Club Company" shall mean The Lake Lucerne Club Company, an Ohio not-for-profit corporation.
4. "Common Area" shall mean all real property and personal property now or hereafter owned by the Club Company or otherwise held for the common use and enjoyment of the Lot Owners including, but not limited to, the lakes, parks, beach property, tennis courts, streets, highways and Water System within the Lake Community.
5. "Declaration" shall mean this Restatement and Amendment of the Deed Restrictions and Declarations for the Lake Lucerne Subdivision, Geauga County, Ohio.
6. "Lake Community" shall mean the Lake Lucerne Subdivision.
7. "Lot" shall mean any plot of land shown on any recorded subdivision map of the Lake Community with the exception of the Common Area. Notwithstanding the foregoing, if a person or persons own more than one Lot, all such Lots are contiguous with one sewer tap, and dues are assessed by the Club Company as if all said Lots were one Lot, then said Lots shall be deemed to be one Lot for all purposes herein, including, but not limited to the voting rights set forth below. If the Lots are not contiguous or the

dues are assessed by the Club Company as if the Lots are multiple Lots, then the person or persons shall be a Lot Owner of each Lot so assessed, and shall be entitled to all rights and privileges as a Lot Owner for each said Lot

8. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the Lake Community but, notwithstanding any applicable theory of a mortgage placed on any Lot, shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

9. "Member" shall mean a member of the Club Company.

10. "Officers" shall mean the corporate officers of the Club Company.

11. "Rules" shall mean those additional guidelines and procedures described in Article V, Number 5 of the By Laws of the Club Company, which the Board may adopt or modify from time to time.

12. "Standards" shall mean Architectural Review Standards established pursuant to the First Amended and Restated Deed Restrictions, and the First Amendment, and as may be amended in the future, to guide the ARB for the benefit of the Lake Community.

13. "Trustees" shall mean the members of the Board.

14. "Water System" shall mean and refer to the Lake Lucerne Club Company drinking water system providing water to the Lake Community, and shall include all property, real and personal, all water mains and appurtenances and all property hereinafter acquired and added to the Water System.

ARTICLE II. Covenants

1. Set-Backs and Private Dwellings. Each separate Lot within the Lake Community 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 Board, provided, however, except with respect to corner Lots as set forth below, that no such dwelling house or any porch, bay or projection thereon, shall be erected, placed or suffered to remain on said Lot 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. Corner Lots. 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. Plan Approval. 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 Board, 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 Lot; that said Lot shall not be subdivided into smaller parcels except by the written consent of the Board; and that no fences, except as set forth below, are ever to be erected on said premises, without written consent of the Board.

4. Hardship. It is understood that, if in the opinion of the Board, the enforcement of the foregoing provisions and restrictions respecting the location of such dwelling and garage would work a hardship, the

Board 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. Successors, Assigns and Waiver. The covenants and restrictions herein contained shall bind and inure to the benefit of and be enforceable by the Board or by the Lot owner or owners of any property in said Lake Community, their legal representatives, heirs, successors or assigns, and any failure by the Board 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. Temporary Dwellings and Other Structures. 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 mobile homes, manufactured homes, cell phone towers, ham radio antennas, tents or other camping equipment be erected or permitted to remain on any lot, without the written consent of the Board.

7. Easements. The Board reserves the exclusive right to grant consents for the construction and operation of electric light, telephone poles, lines and conduits and water lines in, under, through, over and upon all streets or highways, and to place and maintain poles, conduits, lines and water lines in, under, through, over and upon said premises within five (5) feet of and parallel of the lot lines, provided that any pole shall be placed on lot lines.

8. Amendments. 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.

9. Overgrown Lots. All Lots, and structures thereon, shall be maintained neatly and in good repair. Each Lot Owner is responsible for repairing and maintaining any culvert or roadside ditch located on their Lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any Lot; no grass, bushes, trees, or other vegetation shall be permitted to grow to an unsightly height or extent, or to grow into or interfere with any easement which benefits the Club Company; and no unsightly objects or rubbish shall be placed or suffered to remain anywhere thereon. In the event the Lot owner of said Lot refuses or neglects to remove the same, or fails to adhere to any other standards governing Lot maintenance or appearance set forth herein or promulgated hereunder, the Board may retain services to take said action and collect the costs thereof from such Lot Owner in the same manner as any other delinquent special assessment.

10. Restrictions Run with the Land. It is expressly understood and agreed by the parties hereto that all of the restrictions herein contained which are for the protection and general welfare of the Lake Community, shall be deemed as covenants running with the land, and shall bind the Lot Owner and/or occupant of said Lot.

11. Enforcement. In the event of any violation or breach of any of the restrictions, covenants and conditions herein contained, the Club Company expressly reserves to itself, its successors and assigns, the right to enter the Lot, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the respective Lot owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to retain the services of another to do the same.

12. Agreement to Provide Notice. The Lot hereby described 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 Club Company, except transfer of title by devise or inheritance and except that said Lot 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 Lot at judicial sale shall have the right to occupy, rent, convey, or otherwise part with any interest in or right to use said Lot

without first giving written notice to the Club Company. Further, any such devisee, heir or purchaser shall take such Lot subject to the restrictions herein contained in all other respects. Any grantee, lessee, or other person hereafter acquiring any interest in any Lot or other property located in the Lake Community agrees to promptly submit an application to the Board upon any such transfer, along with any attendant fee which the Board may require and adjust from time-to-time, in order to inform the Board of such transfer and apply for any privileges to which such transferee may be entitled.

13. Utilization of the Common Area. Any grantee, lessee, or other person hereafter acquiring any rights, title or interest in said Lot or other property in the Lake Community, 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 Club Company, unless such rights, interest or use shall have been granted by The Club Company.

14. Common Area. The Board shall be responsible for the maintenance, preservation, and improvements of the common areas owned by the Club Company and to conduct and transact such other business as is necessary for the betterment, protection and general welfare of The Lake Lucerne Community and its residents.

15. Recognition of the Club Company's Authority. The grantee, lessee, or other person presently owning or hereafter acquiring any lot or other property located in the Lake Community agrees to abide by all covenants and restrictions set forth in this Declaration (including, but not limited to, the covenants set forth in Article II of this Declaration) and the Rules and By Laws of the Club Company, 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 Club Company, in accordance with this Declaration or the Club Company's Rules and By Laws. If any Lot is leased, the respective Lot Owner shall cause all tenants to comply with all restrictions and obligations set forth herein, as well as any further such Rules and By Laws promulgated pursuant to Board authority as described herein. The Board of Trustees of The Lake Lucerne Club Co. is recognized as the official governing body of the Club Company. Additionally, the Board shall be authorized to enforce all restrictions, covenants and conditions herein contained, as well as the Club Company's Rules and By Laws, and any further Rules and By Laws promulgated pursuant to the Board's authority, in any manner allowed by law, including, but not limited to the collection of the payment of all dues and other assessments.

16. Enforcement of Payment. The Board shall have full authority to take any action it deems necessary to collect any indebtedness, including any means permissible pursuant to 5312.11 of the Ohio Revised Code, or any future amendment thereof, in pursuing Members for delinquencies. The amount of dues, assessments or special assessments, if not paid when due, plus any other charges thereon including but not limited to attorneys' fees and interest at the rate of the lesser of Ten Percent (10%) per annum or the maximum rate then permitted by law, shall constitute and become a lien on the Lot so assessed or on the underlying real property, and the Board may cause to be recorded in the County Recorder's Office for Geauga County a notice of the assessment lien which shall state the amount of such lien, a description of the Lot assessed, and the name of the record owner(s) thereof. Such notice shall be signed by the Secretary of the Club Company on its behalf.

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

18. Ownership, keeping, and harboring of dogs No owner, lessee, or other inhabitant shall bring onto the premises of any lot or common area located in Lake Lucerne Subdivision a Dangerous Dog or Vicious Dog, as hereinafter defined. No owner, lessee, or other inhabitant shall permit to remain on the premises of any lot or common area located in Lake Lucerne Subdivision any dog, except in compliance with Applicable Law, as hereinafter defined. The term "adequate fence," as used in an Applicable Law, shall

include an effective electronic (“invisible”) fence. No owner, lessee, or other inhabitant shall permit to remain on the premises of any lot or common area located in Lake Lucerne Subdivision any dog that has, without provocation or justification, killed or caused serious injury to a person or another dog.

For the purposes of this deed restriction, “Applicable Law” shall mean Ohio Revised Code Sections 955.11 and 955.22, as well as other federal, state, and local laws relating to the ownership, keeping, and harboring of dogs. “Dangerous Dog” shall have the same meaning set forth in Ohio Revised Code Section 955.11. “Vicious Dog” shall have the same meaning set forth in Ohio Revised Code Section 955.11.

19. Fences. No fence shall be erected, replaced, or modified on any Lake Lucerne property other than the common property of the Lake Lucerne Club Company. Decorative border fencing may be erected or replaced if it is approved by the Architectural Review Board and meets all the following criteria:

- a. does not exceed 24 inches in height,
- b. is constructed of wood, vinyl, fiberglass, brick or stone,
- c. does not enclose an area of the yard, and
- d. is less than ½ the length of the property line which they parallel.

20. Docks. All Lot Owners with lake-frontage must seek written permission of the Board prior to constructing or remodeling docks. Only one dock may be built per Lot. All docks must be well-maintained by Lot Owners. The Board may, but shall have no obligation to, maintain any docks in the Lake Community or retain services to do so, should any Lot Owner fail to do so. After providing thirty (30) days written notice to a Lot Owner that a dock is not being properly maintained, should said Lot Owner fail to take proper corrective actions, the Board may make any repairs or conduct any maintenance necessary, including removal and destruction of the dock, and shall apportion the costs of doing so to said Lot. Any amount due hereunder which is unpaid for more than thirty (30) days after receipt of billing shall be considered delinquent and a special assessment and shall be a charge on the land and shall be a continuing lien upon the Lot until paid in the same manner as any other special assessment. No docks shall be constructed or remodeled until the plans for the dock have been submitted to, and approved in writing by the ARB. Dock structures must meet the following specifications: They shall not exceed 200 square feet in surface area; They shall not extend not more than 12 feet from shoreline (when the lake is at full capacity); They shall be constructed from wood or manufactured lumber; and no structures including, but not limited to, gazebos, pergolas, built-in BBQ grills, etc., may be built on any dock. As of the time that this document is approved by the residents of the Lake Community, the following Lots with lake frontage are permitted to have a dock, so long as the other conditions related to dock construction and remodeling contained herein, are complied with: 18306 Lucerne (PPN 02-088100), 8316 Lucerne (PPN 02-293600), 8322 Lucerne (PPN 02-291100), 8330 Lucerne (PPN 02-355500), 8340 Lucerne (PPN 02-283710), 8358 Lucerne (PPN 02-286300), 8374 Lucerne (PPN 02-331500), 8394 Lucerne (PPN 02-397000), 8402 Lucerne (PPN 02-251030), 8408 Lucerne (PPN 02-299370), 8416 Lucerne (PPNs 02-187400 and 02-187500), 8430 Lucerne (PPNs 02-253750 and 02-253760), 8444 Lucerne (PPNs 02-352330 and 02-352340), 8452 Lucerne (PPN 02-188060), 8460 Lucerne (PPN 02-104200), 8460 Lakeshore (PPN 02-420380), and 8480 Lakeshore (PPN 02-420380).

21. Parking and Use of Vehicles, Boats and RVs. No Lot Owner shall park a commercial vehicle or recreational vehicle for an excessive amount of time, as determined by the Board, in front of or on any Lot, or anywhere else within the Lake Community, except in a permanent enclosed structure. A “commercial vehicle” is defined as a vehicle designed for commercial work, including dump trucks, box trucks, buses, front loader, and the like. “Commercial vehicle” does NOT include pick-up trucks, minivans, SUVs and the like with a company logo. No Lot Owner shall make repairs to a vehicle of any kind for an excessive amount of time, as determined by the Board, in front of or on any Lot, or anywhere else within the Lake Community, except in a permanent enclosed structure. No Lot Owner shall park any motor vehicle off of the paved surface of a driveway for an excessive amount of time, as determined by the Board. No vehicles shall be maintained in a “For Sale” display on any Lot for longer than forty-eight (48) consecutive hours. No vehicle shall be maintained in a “For Sale” display on any non-paved portion of a Lot. Trailered boats and recreational vehicles are prohibited from standing within view of the road or sight of neighbors for more than thirty (30) days within one calendar year. All boats, intended for use in

the Lake Lucerne lake, must be registered with the Board, have a valid Lake Lucerne registration sticker affixed to them while in use. No gasoline powered boats may be used in any Lake Community lake.

22. Businesses within the Lake Community. No Lot Owner shall conduct or permit to be conducted on any Lot, any trade or business that is evident to the public or to the Lake Community.

23. Noise and Safety. Excessive noise including but not limited to sawing, hammering, pounding and machine operation shall not commence prior to 7:00 AM weekdays and 9:00 AM Saturdays and Sundays, and must be concluded by 8:00 PM. No firearms may be discharged within the Lake Community.

24. Provision for Payment of Past Due Amounts upon Transfer. No Lot may be sold, gifted, or otherwise transferred without first paying any and all amounts due and owing the Club Company, including any accrued interest. The provision for the payment of such, if any, must be provided for in the escrow account for such transfer. No transferee will be granted access to Club Company property until such amounts have been paid in full.

ARTICLE III. Architectural Review Board

25. Minimum Dwelling Size. All future single family dwellings constructed on any lot shall contain a minimum of 1,800 square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages, decks, etc.), and shall not exceed 35 feet in height from finished grade. Each such dwelling shall have an enclosed garage for not less than two (2) cars.

26. Approval by ARB. In addition to all other requirements herein, no addition, improvement or other alteration shall be made to the exterior of any building or structure, located on any lot, nor shall any driveway be installed or altered, or the flow of any surface water be materially altered, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by The Architectural Review Board (ARB).

27. Administration of the ARB. The architectural review and control functions of The Lake Lucerne Club Company, hereunder, shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of no less than five (5) members, all of whom shall be Lot Owners. The Board shall appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at the meeting of the ARB, and the action of a majority present at a meeting, at which a quorum is present, shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board, as soon as reasonably practicable thereafter.

28. Design Standards. The Standards set forth detailed descriptions of how Lots may, or may not be modified, including with regard to building location, size and appearance; garages and outbuildings; swimming pools; tennis courts; trees; play structures; drainage; mailboxes; and the procedures governing how ARB approval may be obtained and fines for non-compliance. As set forth in the preamble above and in the First Amendment described therein, the Members first approved the Standards to guide the ARB, and then granted and empowered the Board with the authority to amend the Standards from time to time. This grant to the Board is hereby reiterated, and the Board is expressly empowered and authorized to promulgate and amend, from time to time, the Standards which are to guide the ARB, and all Lot Owners hereby agree and consent to be bound by the Standards and the decisions of the ARB with respect to the development or modification of their respective Lot. All plans and specifications presented to the ARB shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Review Standards established by The Lake Lucerne Club Company ("Standards"), as the same may from time to time be amended hereafter by the Board. A copy of the Standards can be obtained from the Board. No such plans and specifications will be approved if the total lot coverage exceeds 40% of the square footage of said lot including the buildings and structures herein enumerated, as well as any asphalt, concrete or other unnatural surface proposed for construction or installation on said lot. Through the enactment of the

Standards, the Board may delegate the authority to the ARB to enforce any provisions set forth herein which relate to Lot appearance.

29. Notice to ARB. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for review thereof. The determination of the Board of Trustees upon reviewing any such decision shall be final and binding upon the parties.

30. Fees of the ARB. The ARB may charge a fee to the property owner or developer for processing any request submitted for ARB approval, provided however, such fee shall not exceed the actual cost incurred by the ARB in processing such request.

ARTICLE IV. The Lake Community's Water System

31. Water System. The Club Company previously installed the Water System throughout the Lake Community, and reserves the right to lay water pipes through the Lake Community herein described in such locations as will not interfere with buildings which may be erected on any Lots; and after installation such water system shall be maintained by the Club Company.

32. Denial of Water Service. All Lot Owners shall pay for water supplied to their Lot by the Water System at such rate as is set by the Board. The Board shall have the right to terminate the supply of water to any consumer of water who is delinquent in paying the water charges or special assessment for water.

33. Water Fees. The Board shall determine the rate to be charged for the supply of water to Lots, as well as any tap-in fees allocated to individual Lots. In determining any fees to be charged the Board shall take into consideration the need for repair, replacement and improvement of the Water System, the repayment of any indebtedness related to the Water System, and shall set aside sufficient reserves for such events. The Lot Owners agree to pay all assessments necessary for the repair, replacement and improvement of the Water System. If it is deemed necessary by the Board, the Board shall, and has the power and authority to, enact written Rules and By Laws for the operation of the Water System.

34. General Water-Related Rules. Lot Owners shall be solely and financially responsible for maintaining their water "service line" from the curb stop valve to their residence, and keeping the valve at the street clear and accessible. Leaks (whether in the service line or in any residence) must be repaired as soon as possible upon detection, and the Club Company may suspend water service upon failure to make a prompt repair. Lawn sprinkling is prohibited. If a new lawn is seeded, Board approval must be obtained for watering, and the Board will issue directives for when the lawn may be watered. No private wells may be utilized without prior approval of the Board, although Lots with private well water systems are exempt from the water portion of the assessment.

[SIGNATURE PAGE TO FOLLOW]

I, the undersigned Secretary of The Lake Lucerne Club Company, having been duly elected, hereby certify that the Deed Restrictions and Declarations for the Subdivision of Lake Lucerne, as defined herein, Geauga County, Ohio is accurately set forth herein as approved by the Members of The Lake Lucerne Club Company on the _____ day of _____, 20____.

THE LAKE LUCERNE CLUB COMPANY

PRINT WITNESS NAME

By: _____

Printed Name: _____

PRINT WITNESS NAME

Title: Secretary

STATE OF OHIO)
)
COUNTY OF _____)

ss:

Before me, a Notary Public in and for said County and State, personally appeared _____, the Secretary of The Lake Lucerne Club Company who acknowledged that he/she did sign the foregoing instrument for and on behalf of The Lake Lucerne Club Company, in the capacity indicated above, and that the same is his/her free act and deed, in the foregoing capacity, and his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____