

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Mentor Shore Builders, Inc., an Ohio corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situated in the City of Mentor, Lake County, Ohio, a full legal description whereof is attached hereto marked Exhibit "A" and made a part hereof,

WHEREAS, Declarant has allotted a portion of said land as Wayside Lakes Subdivision as shown by the recorded plot in Vol. X Page 7 of Maps and proposes to allot the balance of said land into additional subdivisions.

WHEREAS, the plot of Subdivision No. 1 shows common areas which are reserved for the common usage of the sublots in the said subdivision and the plots of the remaining land may show additional common areas, hereinafter referred to as "Community Commons".

WHEREAS, Declarant desires to set forth the terms, conditions and provisions of the use of said "Community Commons" in a non-profit corporation and further desires to provide for the management of the affairs of said corporation.

NOW, THEREFORE, Declarant hereby declares that all of the property shown on the plot of Wayside Lakes Subdivision recorded in Vol. Page of Maps of Lake County as a Community Common and all lands shown as a Community Common on any recorded plot of the balance of the land described in Exhibit "A" attached hereto shall be held subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the sublots in the

of the land described in Exhibit "A", and for the purpose of enhancing and maintaining the value of all homes and other improvements constructed thereon. The easements, covenants, restrictions and conditions contained herein shall be for the benefit of and shall be binding upon the owner of any parcel of land contained within the real estate described in Exhibit "A" attached hereto and shall be binding on all parties having or acquiring any right, title or interest in said land or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP

The owner of each building site, (building site shall mean any subplot upon which a single family residence may be erected in conformance with the requirements of the Declaration of Restrictions recorded on the 20 day of March, 1978, and being Lake County Recorder's File No. 630348; to which these covenants apply) shall automatically become a member of the Wayside Lakes, a non-profit corporation formed under the laws of the State of Ohio for the purposes set forth in Article II, and shall be entitled to participate in the operation of such Club and shall be bound by the regulations set forth herein.

Each of the following shall be a member of the Club:

- A. The record owner or owners of each subplot residing thereon within the property described in Exhibit "A" and made a part hereof; OR:
- B. All persons who reside on a building site in said property. Membership in this Club shall lapse and terminate when any member shall cease to be the owner of record of a building, or upon any member ceasing to be a resident on

ARTICLE II

PURPOSE

The Club shall be formed for the following purposes:

- A. To accept the following described real estate along with any improvements or equipment located or to be located thereon. The land described and shown as roads, streets, parks, and so-called green areas in the Wayside Lakes Subdivision recorded in Vol. X Page 7 of Maps of Lake County and all areas shown and described as "Community Commons" in any recorded plot of any portion of the land described in Exhibit "A". All said subdivisions are hereinafter referred to as "Wayside Lakes".
- B. To operate and maintain such real estate, buildings and equipment for park and recreation purposes, for the exclusive use and benefit of the members of the Club and their respective guests.
- C. To represent and promote the welfare of the residents of Wayside Lakes Subdivision as aforesaid generally; and to cooperate with the officials of township, municipal, county, state and other public authority for the promotion and betterment of the interests of said Wayside Lakes residents 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 township, municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in Wayside Lakes Subdivision as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements.

D. The real estate along with buildings and equipment, to be accepted by the Club, is to be used for park and recreation purposes which shall include but not be limited to playfields, forest and picnic areas, and other recreation facilities all for the exclusive use and benefit of the members of the Club.

ARTICLE III

VOTING RIGHTS

SECTION 1 - Voting

In all matters which shall come before the members of this corporation and in all corporate matters, the voting powers of the members of this corporation shall be unequal, according to the following rules:

A. Except as provided in (D) of this section, each member of this corporation shall have at least one vote.

B. Except as provided in (D) of this section, each member of this corporation owning of record one or more building sites shall have the right to the number of votes equal to the total number of building sites of which he is the owner of record.

C. Except as provided in (D) of this section, each purchaser who is a resident on a building site and is purchasing it under a contract or agreement of purchase shall be entitled to one vote.

D. When a building site is owned of record in joint tenancy or tenancy in common, or when two or more residents are purchasing a building site under a contract or agreement of purchase and residing thereon, the several owners or purchasers of said building site shall collectively be entitled to one vote only therefor.

SECTION 2. - Exclusive Voting Rights

During such time as Declarant or any successor in title to whom Declarant has assigned its voting rights hereunder, shall be the record owner of fee simple title to ten (10%) per cent or more of the total number of the Sublots in the Wayside Lakes Subdivision as aforesaid, all voting rights of members shall be exclusively vested in Declarant or such successor in title, as the case may be, provided, however, that during such time as Declarant or his successor enjoys exclusive voting power, such voting power shall not be exercised to increase the pro rata share to be contributed each year by each member as his share of expenses of the Club to a sum greater than Fifty Dollars (\$50.00) unless approved by the written consent of a majority of the members of the Club (other than Declarant or its successor) present at a meeting at which 2/3rds of the members of the Club (other than Declarant or its successor) are present.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1.

Annexation of additional property shall require approval by a 2/3rds vote of members present at a meeting duly called for the purpose of considering such annexation, provided written notice of the purpose of said meeting shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. The presence of members or of proxies entitled to cast sixty (60%) per cent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum stated above. No

such subsequent meeting shall be held more than sixty (60) days following the date on which the first meeting was scheduled. In the event that 2/3rds of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

SECTION 2.

If within ten (10) years of the date of incorporation of this Club, the Declarant should develop additional lands within the area described in Exhibit "A", such additional lands may be annexed to Wayside Lakes Subdivision recorded in Vol. X of Maps, Page 7 of Lake County Records without the assent of the members.

ARTICLE V

CORPORATE POWERS

SECTION 1.

The corporate powers of this Club shall be vested in and exercised by a board of seven (7) trustees. The Trustees, other than those named in Sections 2 and 3 of this Article shall be members of the Club. Four of said Trustees shall constitute a quorum for the transaction of business.

SECTION 2.

A person appointed by the Declarant shall be automatically elected as one of the Trustees until such time as he voluntarily withdraws as such.

SECTION 3.

The City Council for the City of Mentor may designate one of its members or a person to represent the City Council as a member of the Board of Trustees. Such a member shall be designated not less than sixty (60) days prior to the annual meeting of the members of the Club, notification of such meeting

to be given to the City Council ninety (90) days prior to said annual meeting.

ARTICLE VI

TRUSTEES

SECTION 1. - Number and Qualification of Trustees

The Club shall have seven (7) Trustees. Only a member of the Club shall be eligible to serve as a Trustee of the club, except as provided for in Sections 2 and 3 of Article V above. In no case may a corporation serve as a Trustee. The Trustees shall have the authority at any time to appoint members to fill the vacancies created by the increase in the number of Trustees, and each Trustee so appointed shall serve in such capacity until the next annual meeting of Trustees at which time the number of Trustees to serve for the ensuing year shall be elected by the members as provided in Section 3 of this Article.

SECTION 2. - Nomination of Trustees

Not less than thirty (30) days prior to the expiration of the term of office of a Trustee, the members, at a special meeting called for such purpose, shall nominate candidates for the office of Trustee. Nomination for Trustees may also be made by any member mailing such nomination to the Secretary in sufficient time so that it is received by him at least ten (10) days prior to the date set for the election meeting. The nomination shall designate the person so nominated and shall be signed by the nominating member and by not less than four (4) other members. The name or names of those nominated shall be included in the notice of the annual meeting or special meeting called for election purposes and such notice shall be mailed to all the members as hereinabove provided.

SECTION 3. - Election of Trustees

The election of Trustees, other than those provided for in Section 2 and Section 3 of Article V, shall be held at the annual meeting of the members or at a special meeting called for that purpose. Only those persons duly nominated as candidates shall be eligible for the election as Trustees. Voting by proxy shall not be permitted. Subject to the provisions of Article III, each member shall be entitled to cast as many votes as the number of the Trustees to be elected, except that no member shall cast more than one (1) vote for any one candidate. The candidates receiving the greatest number of votes shall be elected. In the case of a tie, the deciding vote shall be cast by the President of the Club.

SECTION 4. - Powers of Trustees

The Board of Trustees shall exercise all the authority of the Club, except as otherwise provided by the Articles of Incorporation, these Declarations, or the laws of the State of Ohio. For their own government, the Trustees may adopt by-laws not inconsistent with the Articles of Incorporation or with these Declarations.

SECTION 5. - Removal of Trustees and Vacancies

Any Trustee who fails to fulfill the duties of a Trustee of the Club, may, by unanimous vote of the remaining members of the Board of Trustees, be removed from office. If any Trustee is removed, resigns, or becomes disabled during the term of his office, the Board of Trustees shall, by a majority vote of the remaining Trustees, elect a Trustee to serve the remainder of said term.

SECTION 6. - Meeting of Trustees

The Board of Trustees shall meet annually immediately following the annual meeting of the members. Other meetings may be called by the President or by any three (3) of the Trustees.

ARTICLE VII

MEETINGS OF MEMBERS

SECTION 1. - Annual Meetings

The annual meeting of the members of the Club shall be held on the second Thursday in February of each year, in the City of Mentor, time to be designated by the President. A second meeting shall be held by the members of the Club on the second Thursday in October of each year, at a place and time designated by the President.

SECTION 2. - Special meetings

The special meetings of the members may be held at any time upon call of the President or any three trustees, or upon written request of one-third (1/3) of all the members of the Club.

SECTION 3. - Notice of Meetings

Written notice of all meetings shall be mailed by the Secretary at least five (5) days prior to the date of such meetings to each member appearing in the membership book of the Club.

ARTICLE VIII

OFFICERS

SECTION 1. - Election of Officers

Immediately following the annual election of the Board of Trustees, the Board as newly constituted shall meet and elect the officers of the Club.

SECTION 2. - Officers

The officers of the Club shall be the President, Vice President, Secretary and Treasurer.

ARTICLE IX

DUTIES OF OFFICERS

SECTION 1. - President

The President shall preside at all meetings of the members and shall perform generally all duties incident to the office and such other duties as may be assigned to him from time to time by the Board of Trustees.

SECTION 2. - Vice President

The Vice President shall perform all the duties of the President in case of the latter's absence or disability.

SECTION 3. - Secretary

The Secretary shall keep the minutes of all the proceedings of the members, and make a proper record of the same. He shall keep the Club membership book containing the name and addresses of each member and the date of her or his admission to membership and the date of termination thereof. He shall give all notices required by the Articles, these regulations or the laws of Ohio. At the conclusion of his term, the Secretary shall deliver all records and papers of the Club in his possession to his duly elected successor. The Secretary shall be entitled to such compensation as determined by the Trustees.

SECTION 4. - Treasurer

The Treasurer shall be bonded at the Club's expense, in such penal sum as shall be fixed from time to time by the Trustees. He shall receive and safely keep all other such assets belonging to the Club and shall disburse the same at the direction of the Board of Trustees. Proper vouchers shall be taken of all such disbursement. He shall keep the books

of the Club, and such books shall be kept available for inspection by the Board of Trustees, or by any person designated thereby. He shall render a complete account, annually, certified by a Public Accountant, of services required of him by the Board of Trustees.

At the conclusion of his term, the Treasurer shall deliver all monies and other assets of the Club in his possession or custody and its records and books to his duly elected successor.

SECTION 5. - Absence of Executive Officer

In the absence or disability of both the President and Vice President, the Trustees shall elect a president pro tempore.

SECTION 6. - Removal of Officers

Any officer may be removed at any time with or without cause by a majority vote of the Board of Trustees.

ARTICLE X

COMMITTEES

SECTION 1. - Committees Generally

The President and the Board of Trustees shall each have the right to appoint standing or special committees for any purpose contemplated by the Articles of these Declarations.

ARTICLE XI

PROXIES

SECTION 1.

At all corporate meetings of members, each member may vote in person or by proxy except as provided in Article VI.

SECTION 2.

All proxies shall be in writing, and filed with the Secretary.

ARTICLE XII
PROPERTY RIGHTS

SECTION 1. - Members' Easements of Enjoyment

Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- A. The right of the Club to limit the number of guests of members.
- B. The right of the Club, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgages in said properties shall be subordinate to the rights of the homeowners hereunder.
- C. The right of the Club to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- D. The right of the Club to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed by members entitled to cast 2/3rds of the votes have been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

SECTION 2. - Delegation of Use

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. - Title to the Common Area

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Club, prior to the conveyance of the first lot.

ARTICLE XIII

BOOKS AND RECORDS

SECTION 1.

The books, records and such papers as may be placed on file by the vote of the members or the Board of Trustees shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE XIV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. - Personal Obligation of Assessments

The Declarant, for each lot owned within the property described in Exhibit "A", hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Club:

- (1) Annual Assessments or charges; and
 - (2) Special assessments for capital improvements,
- such assessments to be fixed, established and collected from time to time as hereinafter provided.

Each such annual or special assessment, together with such interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The annual and special assessments, together with such interest thereon and costs of collection thereof, as provided herein, shall be a charge on the land and a continuing lien upon the property against which such assessment is made.

SECTION 2. - Determination of Assessments

The Trustees shall meet annually to prepare a budget of anticipated income and expenses for the ensuing year and shall prorate to each member his share thereof, provided the amount for each member shall not exceed Fifty Dollars/(\$50.00) per year or such other sum as shall be determined by the affirmative vote of two-third (2/3rds) of the members of the Club present at a meeting at which a majority of the total membership is present. Notification of assessments shall be mailed to the Club members' last known address. // When a property is transferred, the new owner shall be assessed from the time he occupies the premises or from the time that the deed is filed for record, whichever occurs the earliest, proportionately, on a calendar year basis. //

SECTION 3. - Major Improvements

All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of three fourths (3/4) of the total membership of the Club and the membership shall be assessed for the same.

SECTION 4. - Membership Defined

Membership, as referred to in this Article, shall be defined as those having voting rights as set forth in Article 1 above.

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SECTION 5. - Effect of Non-Payment of Assessments: Remedies of
the Club

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Club may bring an action at law against the owner personally obligated to pay the same, and interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of the Common area described in Article II herein, or abandonment of his lot.

SECTION 6. - Subordination of the Lien to Mortgages

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

SECTION 7. - Exempt Property

The following property, subject to this Declaration, shall be exempt from the assessments created herein:

- (A) All properties dedicated to and accepted by local public authorities; and
- (B) The Common area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XV

LIABILITY INSURANCE

SECTION 1.

The Club shall at all times carry liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) for each claim.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 1. - Enforcement

The Club, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Club or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. - Severability

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 3. - Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, and after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand at Mentor, Ohio, this 20th day of July, 1977.

Signed in the presence of:

MENTOR SHORE BUILDERS, INC. aka
MENTOR SHORE CONSTRUCTION CO., INC.

BY: _____

Its: _____

AND: _____

Its: _____

SOWN TO BEFORE ME and subscribed in my presence this 20 day of July, 1977.

Notary Public

Prepared by Theodore R. Klammer

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT:

WHEREAS, the undersigned, Mentor Shore Builders, In an Ohio corporation, is the owner of the realty hereinafter described.

WHEREAS, the undersigned desires to erect upon the various sublots hereinafter designated dwellings of the same general size and with harmony of quality of workmanship and materials and of external design, and desires further to provide general standards of location and quality of said dwellings within the entire tract below described.

WHEREAS, further, the undersigned desires to protect the values of said dwellings to the prospective owners thereof;

NOW, THEREFORE, the undersigned, Mentor Shore Builders Co., Inc. (hereinafter sometimes referred to as "Grantor") for itself and its successors and assigns does hereby declare, publish and impose the restrictive covenants hereinafter set forth to and upon the following described realty presently owned by it as set forth in Exhibit "A" attached hereto and made a part hereof.

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two stories in height and a private garage.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided hereinafter.

3. No portion of any lot nearer to any street than the minimal building setback line shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be constructed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains, pools and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said premises and no unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon.

4. No single family residence of one (1) story having less than 1,400 square feet of floor area, nor any single family residence having more than two (2) stories and less than 1,800 square feet of floor area shall be permitted, it being the intention and purpose of this covenant to assure that all single family residences shall be of a size with workmanship and materials substantially equal to or better than can be produced on the date these covenants are recorded. Said floor area shall be exclusive of open porches and garages.

5. No single family residence shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purpose of the covenant, eaves shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Grantor, Mentor shore Builders, Inc., and the owners of the lots in said subdivision as shown on the recorded plat and over the rear ten (10) feet of each lot and over the front ten (10) feet of each lot.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. No nuisance, gas or oil derrick, billboard, advertising sign (except to advertise the sale of the lot and building thereon) or other advertising device shall be erected, placed or suffered to remain on said premises, nor shall the premises be used in any way or for any purpose which may endanger the health, or unreasonably disturb the quiet, of any holder of adjoining land. No spirituous, venous or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon said premises. No privy shall be maintained, placed or suffered to remain on said premises.

9. No heating apparatus, in or for any building upon any lot shall be operated with any but smoke-free fuel, unless such apparatus be equipped, operated and maintained with such devices as will prevent excessive smoke.

10. No lot shall be subdivided, unless the plat showing such subdivision shall have been submitted to the Grantor, its successors or assigns, and the written consent of said Grantor, its successors or assigns, for such subdivision has been obtained. The Grantor, its successors or assigns, shall be the sole judge as to whether such subdivision shall or shall not be permitted and in case of the subdivision of said premises, the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained shall apply to each of the lots to which said premises shall be subdivided.

11. The Grantor, its successors or assigns, reserves the sole right to grant consents for the construction and operation of public utility facilities, electric light, telephone and telegraph pole lines and conduits and gas pipes in and upon any and all highways now existing or hereafter established upon which any portion of any lots may now or hereafter front or abut, or in or upon any easement created in accordance with paragraph No. 6, above.

12. The Grantor, its successors or assigns, reserves the sole and exclusive right to establish grades and slopes on any lots conveyed, and to fix the grade at which any building shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

13. The Grantor, its successors or assigns, reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions in this Declaration 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 as interpreted by the Grantor, its successors and assigns, and the Grantor, its successors and assigns, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Grantor, its successors and assigns, to enforce any of the restrictions, rights, reservations, limitation agreements, covenants and conditions contained in this Declaration of Restrictions shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach or violation thereof, and the Grantor, its successors and assigns, shall at any and all times have the right to enforce the same.

14. The Grantor, its successors and assigns, reserves, all the right to grant consents to, and to petition the gas companies and the electric light companies for the extension of their respective service mains, which, in the opinion of the Grantor, its successors or assigns, are necessary in the easements referred to in paragraph No. 6 above, or in the highways upon which the lots conveyed shall front or abut, and any lot owner agrees to affirm all agreements that may be entered into between the Grantor, its successors or assigns, and the said gas companies and/or electric light companies with respect to binding the lot owners for the porportion cost of said extensions as applied to any lots conveyed.

15. The restrictions imposed by this instrument upon any lots shall not be held to prevent the use of adjoining and adjacent lands by the Grantor, its successors or assigns, for such other purposes or in such other manner as will not, in its judgement, adversely affect the lots conveyed, to a material degree, and such use of such other land shall not be held as relieving the lot owners from the restrictions herein imposed upon the lots conveyed.

16. The architectural control committee shall consist of three members to be designated by the Grantor, or by its successors and assigns.

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to the covenant. At any time, the then record owners of three-fourths (3/4) of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

17. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval not be required and the related covenants shall be deemed to have been fully complied with.

18. The Grantor, its successors and assigns, reserves the right to waive, change or cancel any and all of the restrictions contained in this deed or in any other deed given by the Grantor in respect to sublots or parcels within the realty described in Exhibit "A" attached hereto, if, in its judgment, the development or lack of developments warrants the same, or if, in its judgment, the end and purposes of said realty would be better served.

19. Anything herein contained to the contrary notwithstanding, land designated on the attached Exhibit "A" as "Green Area" shall not be used, leased, conveyed, or otherwise transferred in fee or for use by or to any person, firm, association or corporation other than Grantor, or its successors and assigns, without the prior written consent of the City of Mentor.

20. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or court order shall not invalidate any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Mentor Shore Builders, Inc., an Ohio Corporation,
has hereunto set its hand at Mentor, Ohio, by its officers hereunto authorized,
for the uses and purposes hereinabove set forth, this 20 day of July, 1977.

Signed in the presence of:

Mentor Shore Builders, Inc. aka
MENTOR SHORE CONSTRUCTION CO., INC.

BY: _____

Its: _____

AND: _____

Its: _____

SWORN TO BEFORE ME and subscribed in my presence this 2 day of
July, 1977.

Notary Public

Prepared by Theodore R. Klammer

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, the Wayside Lakes Homeowners' Association aka The Wayside Lakes (the "Association"), an Ohio non-profit corporation, is the successor in interest to Mentor Shore Builders, Inc., by quit-claim deed dated November 2, 1984, filed for record on November 5, 1990, and recorded in Volume 579, Page 67, Lake County Records; and

WHEREAS, the Association desires to amend the "Declaration of Covenants, Conditions and Restrictions" (the "Declaration") enacted by Mentor Shore Builders, Inc., dated July 20, 1977, filed for record on March 20, 1978 at 9:29 a.m. and recorded in Volume 972, Page 634, Lake County Records; and

WHEREAS, at least 90% of the lot owners have approved in writing this amendment to Declaration.

NOW, THEREFORE, the Association hereby declares that the following provisions are adopted to amend the Declaration:

1. Definitions:

Community Commons - for purposes of the Declaration, this Amendment to the Declaration, the "Declaration of Restrictive Covenants" filed in Volume _____, Page _____, Lake County Official Records and the plat of Wayside Lakes Subdivision, all phases, as recorded in Volume X, Page 7, et seq. of Lake County Records, the terms "common areas", "community commons" and "village green" are synonyms and refer to the parcels designated as Village Green No. 1, Village Green No. 2, Village Green No. 3, and Village Green No. 4 in the plat of the Wayside Lakes Subdivision, as recorded in Volume X, Page 7, et seq., Lake County Records of Plats.

Association - the Association as used herein is synonymous with the Club, the non-profit corporation in the Declaration and in the deed recorded in Volume 579, Page 67, "The Wayside Lakes, a non-profit corporation formed under the laws of the State of Ohio, as described in a declaration of covenants, restrictions and conditions recorded in deed Volume 972, Page 634 of Lake County Records".

2. Article I, MEMBERSHIP, is hereby repealed in its entirety and replaced by the following:

Article I. MEMBERSHIP

The owner of each sub-lot will automatically become a member of the Wayside Lakes Homeowners' Association, a non-profit corporation formed under the laws of the State of Ohio for the purposes set forth in Article II, will be entitled to participate in the operations of the Association and will be bound by the regulations set forth herein.

A member of the Association is the record owner or owners of each sub-lot identified by number as shown in the plat of the Wayside Lakes Subdivision as recorded in Volume X, Page 7, Lake County Records of Plats, and the plats of the subsequent phases of the Wayside Lakes Subdivision.

3. Article V, CORPORATE POWERS, is repealed in its entirety and replaced by the following:

Article V. CORPORATE POWERS

Section 1.

The corporate powers of the Association will be vested in and exercised by a board of five (5) trustees. The trustees, other than named in Section 2 of this Article, will be members of the Association. Three (3) trustees will constitute a quorum for the transaction of business.

Section 2.

The City of Mentor Council may designate one of its members or some other person to represent the interests of the City of Mentor as a trustee of the Association. The member will be designated not less than sixty (60) days prior to the annual meeting of the members of the Association. Notification of the annual meeting is to be given to the City of Mentor Council at least ninety (90) days prior to the annual meeting.

4. Under Article VI, TRUSTEES, the following provisions are amended:

A. In Section 1, Number and Qualification of Trustees, the number of trustees is reduced from seven (7) to five (5) trustees.

B. Under Section 2, Nomination of Trustees, the meeting to nominate trustees will be the October semiannual meeting rather than a special meeting for such purpose. The provisions for nomination by members shall remain unchanged.

C. Under Section 6, Meetings of Trustees, the number of trustees who may call other meetings is reduced from any three (3) of the trustees to any two (2) of the trustees.

5. Article VII, MEETINGS OF MEMBERS, is repealed in its entirety and replaced by the following:

Article VII. MEETINGS OF MEMBERS

Section 1. Semiannual Meetings

Semiannual meetings of the members of the Association will be held in the City of Mentor on the second Thursday of March of each year at a place and time to be designated by the president and on the second Thursday of October of each year at a place and time to be

designated by the president. For purposes of the Declaration, the October meeting is designated as the "annual meeting".

Section 2. Special Meetings

Special meetings of members may be held at any time upon call of the president, any two trustees or upon written request of 1/3 of all members of the Association.

Section 3. Notice of Meetings

Written notice of all meetings will be mailed or distributed by the Secretary of the Association at least five (5) days prior to the date of the meeting to each member appearing on the membership list.

6. Article VIII, OFFICERS, and Article IX, DUTIES OF OFFICERS, are amended to eliminate the office of Vice-president.

7. Sections 2 and 3 of Article XIV, COVENANT FOR MAINTENANCE ASSESSMENTS, are repealed in their entirety and replaced with the following:

Section 2. Determination of Assessments For Annual Expenses and Major Improvements

The trustees will meet annually to prepare a budget of anticipated income and expenses for the ensuing year and expenditures for major improvements (not included in the regular budget as maintenance and operating expenses) and will prorate to each member the share thereof. Each member's share of expenses for regular maintenance and operations shall not exceed the amount of \$100.00 per year or such other sum as shall be determined by the affirmative vote of the majority of the members of the Association present at the meeting for the adoption of the annual budget. Assessments for major improvements may be assessed upon the affirmative vote of 2/3 of the members of the Association present at the meeting or voting by proxy for adoption of the annual budget and which includes expenditures for major improvements. Notification of assessments shall be mailed or delivered to the members' last known address. All assessments for regular maintenance, operating expenses and major improvements shall be assessed against the owner of the property on the date the annual budget is approved. If the owner sells the property during the year, he may seek reimbursement through proration by agreement with the escrow agent handling the transaction for the sale of the property. The Association shall not be responsible for proration of assessments between the seller and purchaser.

8. The amount of liability insurance under Article XV, LIABILITY INSURANCE, shall be increased from \$100,000 for each claim to \$500,000 per claim, \$1,000,000 per occurrence.

9. The number of lot owners who must approve and sign an instrument to amend the covenants and restrictions of the Declaration during the first thirty (30) years shall be reduced from 90% to 75% and the number thereafter shall be reduced from 75% to 51%.

10. Except as amended herein, all other provisions of the "Declaration of Covenants, Conditions and Restrictions" shall remain in full force and effect.

IN WITNESS WHEREOF, said Wayside Lakes Homeowners Association, a non-profit corporation, hereunto sets its hand and seal by Raymond J. Paganini, its President, and KAY GRUMBACH, its Secretary, this 29th day of July in the year of our Lord, One Thousand, Nine Hundred Ninety-five.

Signed and acknowledged in presence of:

Wayside Lakes Homeowners' Association

By:

Raymond J. Paganini

RAYMOND J. PAGANINI, PRESIDENT

Kay Grumbach

KAY GRUMBACH, SECRETARY

STATE OF OHIO)
) ss.
COUNTY OF LAKE)

Before me, a Notary Public, in and for the State of Ohio, personally appeared the above named Wayside Lakes Homeowners Association, an Ohio non-profit corporation, by Raymond J. Paganini, its President, and KAY GRUMBACH, its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

In testimony whereof, I have hereunto set my hand and official seal at Mentor, Ohio, this 29th day of July, 1995.

Gloria Durst
Notary Public

This instrument prepared by:

James M. Gillette, Esq.
117 South Street, P.O. Box 225
Chardon, Ohio 44024

GLORIA DURST, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 8-12-97