

# COUNTY OF LAKE

2005R021027

LAKE COUNTY OHIO  
RECORDED ON

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FRANK A SUPONCIC  
LAKE COUNTY RECORDER

REC. FEE: 36.00  
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FRANK A. SUPONCIC, CPA, CFE  
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## IMPORTANT RECORDING INFORMATION

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## Thank You

A handwritten signature in black ink, appearing to read "Frank A. Suponic".



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**AMENDMENT TO THE MASTER DECLARATION OF RESTRICTIVE COVENANTS  
 FOR SUMMERWOOD SUBDIVISION  
 CONCORD TOWNSHIP, LAKE COUNTY, OHIO  
 ("Amended Declaration")**

THIS AMENDMENT TO THE DECLARATION is made as of this 20<sup>th</sup> day of May, 2005.

WHEREAS, Declarant filed with the Lake County Recorder on February 1, 2005, at Volume 2005R003976, page(s) 8, the Declaration of Restrictive Covenants ("Declaration") for certain real property in the Township of Concord, County of Lake, and State of Ohio, owned by Declarant said; and

WHEREAS, Declarant reserves the right from time to time to amend the conditions of the Declaration in accordance with Article XI, Section 6C - Amendment of Master Declaration; and

WHEREAS, Declarant is desirous of amending the conditions of Declaration by this Amendment to the Declaration as provided below;

NOW, THEREFORE, Declarant, for himself and his successors and assigns, amends the conditions of the Declaration as follows:

2. No building or mailbox or newspaper receptacles 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 (the "Committee") (as hereinafter defined) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Mailboxes and posts shall be of uniform style, size and color for all lots as approved by the Committee. 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. No wall or fence shall be erected on a corner lot. All fences shall be wood/vinyl.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. All sheds/shacks shall be single story gable style not to exceed 12'X 16'. Color

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CHICAGO TITLE INSURANCE CO.  
 Order No. 111825330317A

and shingles, which shall be 3 dimensional 30 year or higher, shall match house.

8. No building shall be constructed unless its front elevation, including all returns up to top of highest story, or side elevation facing a street has an exterior finish of brick, stone, natural wood, cemplank, vinyl shakes or other finish approved by Grantor. A minimum of twenty-five percent (25%) stone, brick or stone-like materials on front elevation or side elevation facing a street shall further be required. All buildings shall be constructed with brick to grade on its front elevation, including all returns, or any elevation facing any street within the subdivision.


9. No flat roofs may be constructed and the minimum allowable roof pitch shall be eight/twelve (8/12). All roof materials shall be 3 dimensional shingles, 30 year or higher.

19. The Association shall have full responsibility for complete maintenance of all landscaping throughout all common areas of the Subdivision including from the street to subdivision lots.

20. Every record owner of a fee simple title to any lot shall, as a condition of ownership, be a member of the Association. As a member, each owner agrees to abide by the Articles of Incorporation, Code of Regulations, and Resolutions of said Association. Upon the sale of each subplot by Grantor, the purchaser shall pay an initial assessment of \$200.00 to the Association through escrow to initially fund the obligations of the Association. Thereafter starting 3/15/06, the purchaser shall pay an annual fee of \$200.00, or prorated amount, for maintenance of all common areas and Open Space. Grantor shall not be required to pay such initial assessment or annual fees for unsold sublots remaining in Grantor's name.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand this 20<sup>th</sup> day of MAY, 2005.

**DECLARANTS:**

  
\_\_\_\_\_  
**Thomas M. Riebe, Trustee**

  
\_\_\_\_\_  
**Doreen M. Riebe, Trustee**

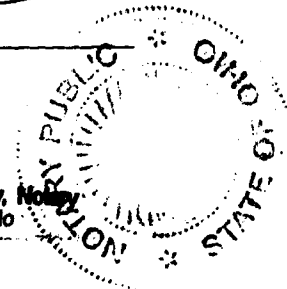
STATE OF OHIO )  
COUNTY OF LAKE ) ss

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Thomas M. Riebe and Doreen M. Riebe, Co-Trustees of The Riebe Living Trust, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio this 20<sup>th</sup> day of May, 2005.

\_\_\_\_\_  
Notary Public

Jennifer M. Dewey, Notary  
State of Ohio  
Commission Expires \_\_\_\_\_



Prepared by Declarant