

DECLARATION OF COVENANTS & RESTRICTIONS LAKE VILLAGE

ELEVENTH AMENDMENT

THIS ELEVENTH AMENDMENT, made this 4th day of September 2016 to the Declaration of Covenants and Restrictions dated August 4, 1976, and recorded August 6, 1976, in the Office of the Recorder of Ashtabula County, Ohio in Volume 21, Page 1, by American Resorts Corporation, an Ohio Corporation; as amended by the First Amendment to the Declaration of Covenants and Restrictions Lake Village, dated May 23, 1977, and recorded at Volume 21 Page 161 of the Official Records of Ashtabula County, Ohio; as amended by the Second Amendment to the Declaration of Covenants and Restrictions Lake Village, dated October 28, 1977, and recorded at Volume 21 Page 283 of the Official Records of Ashtabula County, Ohio; as amended by the Third Amendment to the Declaration of Covenants and Restrictions Lake Village, dated _____, 1978, and recorded at Volume 1 Page 9691 of the Official Records of Ashtabula County, Ohio; as amended by the Fourth Amendment to the Declaration of Covenants and Restrictions Lake Village, dated October 23, 1978, and recorded at Volume 4 Page 4296 of the Official Records of Ashtabula County, Ohio; as amended by the Fifth Amendment to the Declaration of Covenants and Restrictions Lake Village, dated March 26, 1980, and recorded at Volume 9 Page 9971 of the Official Records of Ashtabula County, Ohio; as amended by the Sixth Amendment to the Declaration of Covenants and Restrictions Lake Village, dated March 30, 1982, and recorded at Volume 16 Page 5041 of the Official Records of Ashtabula County, Ohio; as amended by the Seventh Amendment to the Declaration of Covenants and Restrictions Lake Village, dated May 20, 1982, and recorded at Volume 17 Page 394 of the Official Records of Ashtabula County, Ohio; as amended by the Eighth Amendment to the Declaration of Covenants and Restrictions Lake Village, dated August 28, 1984, and recorded at Volume 25 Page 7942 of the Official Records of Ashtabula County, Ohio; and as amended by the Ninth Amendment to the Declaration of Covenants and Restrictions Lake Village, dated April 6, 1992, and recorded at Volume 66 Page 7481 of the Official Records of Ashtabula County, Ohio.

WITNESSETH:

WHEREAS, Article XI of the Declaration of Covenants and Restrictions Lake Village, as amended, provides that the Declaration may be amended at any regular or special meeting of the Association, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one (51) percent of the total vote of the members of the Association ; and

Whereas, the Association is defined in Article I, Section 1 of the Declaration of Covenants and Restrictions Lake Village, as amended, to be Lake Village Club, Inc., its successors and assigns, and

Whereas, on the 4th day of September 2016, a Special Meeting of the Members Lake Village Club, Inc. was convened in accordance with the By-Laws of Lake Village Club, Inc., and at that meeting 51% percent of the members of Lake Village Club, Inc. voted to amend the Declaration of Covenants and Restrictions Lake Village, as amended, in its entirety, and to fully restate the Covenants and

Restrictions, as amended, as the Eleventh Amendment to Declaration of Covenants and Restrictions Lake Village, and

Whereas, The Declaration of Covenants and Restrictions Lake Village, as amended, pertaining to Article IV, Section 3, attached hereto and made a part hereof.

NOW, THEREFORE, 51% percent of the Voting Members of Lake Village Club, Inc., hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Corporation" shall mean and refer to Lake Village Club, Inc., dba Lake Village at Pymatuning, a Non-Profit Corporation, its successors and assigns, hereinafter sometimes referred to as LVCI.

Section 2. "Development" shall mean and refer to all such existing properties, and additions thereto, that are subject to this Declaration or any Supplemental Declaration hereof, which is sometimes hereinafter referred to as Lake Village.

Section 3. "Common Areas" shall mean and refer to all real property in the Development owned or maintained by the Corporation for the common use and enjoyment of the owners and members including the roads, recreational facilities and parking areas.

Section 4. "Declarant" shall mean and refer to the members of LVCI, d.b.a. Lake Village at Pymatuning, an Ohio Non-Profit Corporation, its successors and assigns.

Section 5. "Owner" means:

1. Any person, including LVCI d.b.a. Lake Village at Pymatuning, who holds a recorded fee title to any interest in the development.
2. Any person or legal entity who has contracted to purchase fee title to any interest in the development pursuant to a written agreement, in which case Seller, under said agreement, shall cease to be the owner while said agreement is in effect.

Section 6. "Member" or "Membership" shall mean and refer to all those who are Members of LVCI because of their ownership of an undivided recorded interest in Phase I, Phase II or Phase III of the Development, or have signed a Term Membership Agreement.

Section 7. "Member in Good Standing" shall mean those members of LVCI who have a recorded deed to an undivided interest in Phase I, Phase II or Phase III of the Development, and who have paid all dues and assessments that are due and payable by members of LVCI.

Section 8. "By-Laws" means the by-laws of the Board of Directors of the Corporation adopted by the Board of Directors of the Corporation for their own governance.

Section 9. "Regulations" means the regulations for the governance of the Corporation, the conduct of its affairs, and the management of its property, consistent with Law and the Articles of Incorporation of the Corporation, adopted by the Membership of the Corporation.

Section 10. "Rules" are specific and detailed rules of conduct adopted by the managing officers of the Corporation to enable Members to fully and peacefully enjoy their interest in the Development, after approval of the Board of Directors of the Corporation, which are not inconsistent with the Law, the Articles of Incorporation and Regulations of the Corporation, or these Covenants and Restrictions.

Section 11. "Interest" as to Phase I shall refer to a 1/1000th undivided fee interest in Phase I of the Development, as Described in Exhibit B, which is attached hereto and incorporated herein by reference. As to Phase II, "Interest" shall refer to an undivided 1/550th fee interest in Phase II of the development, as Described in Exhibit C , which is attached hereto and incorporated herein by reference. As to Phase IIIB, "Interest" shall refer to an undivided 1/600th fee interest in Phase IIIB of the Development, as Described in Exhibit D , which is attached hereto and incorporated herein by reference. As to Phase IIIC, "Interest" shall refer to an undivided 1/800th fee interest in Phase IIIC of the Development, as Described in Exhibit E , which is attached hereto and incorporated herein by reference. As to Phase IIID "Interest" shall refer to an undivided 1/100th fee interest in Phase IIID of the Development, as Described in Exhibit F, which is attached hereto and incorporated herein by reference. LVCI reserves the right to amend this Declaration to further define "Interest" as to Phases I, II, IIIB, IIIC or IIID of the Development.

Section 12. "Board" shall means the Board of Directors of the Corporation.

Section 13. "Director" shall mean a member of the "Board of Directors" of the Corporation.

Section 14. "Improvement" means all buildings, out buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae, and any other structure of any type or kind.

Section 15. "Declaration" means this Declaration of Covenants and Restrictions for Lake Village, as the same may be amended or supplemented from time to time.

Section 16. "Supplemental Declaration" means, in the case of real property being annexed to Lake Village, any recorded Supplemental Declaration of Lake Village, which incorporates the provisions of this Declaration therein by reference.

Section 17. "Term Member" shall refer to all those campers whose obligation, rights and privileges are limited to those specified in the Term Membership Agreement, Covenants and Restrictions set forth in this Declaration, the Rules and Regulations of LVCI, and Campsite Restrictions. Term Members are non-voting members of LVCI.

Section 18. "Recreational Vehicle", shall mean any and all vehicles brought into the Development for recreational purposes, and shall be deemed to include tents.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is an owner of a recorded undivided fee interest in Phase I, Phase II or Phase III of the Development, or has signed a Term Membership Agreement, shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have the following class of Voting Membership.

Class A. Class A. Members shall be all those owners of an interest in Phase I, Phase IIIB, Phase IIIC or Phase IIID of the Development.

Class A Members shall be entitled to one (1) vote for each interest in the Development in which they hold the interest required for membership by Section 1. When more than one (1) person holds such interest or interests in any interest, all such persons shall be members, and the vote for such interest shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such interest.

Class AA. Class AA Members shall be all those owners of an interest in Phase II of the

Development. Class AA Members shall be entitled to four (4) votes for each interest in the Development in which they hold the interest required for membership by Section I.

When more than one (1) person holds such interest or interests in any interests, all such persons shall be members, and the vote for such interest shall be exercised as they among themselves determine, but in no event shall more than four (4) votes be cast with respect to any such interest.

Section 3: Members who have signed Term Membership Agreement are Term Members of the Corporation who have no voting rights in the Corporation.

Section 4: Interest in the Development owned by LVCI shall not possess voting rights.

Section 5: In order to exercise voting rights, a voting member must have fully paid his or her assessments thirty (30) days prior to voting date.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. "Members' Easements of Enjoyment".

Subject to the Provisions of Section 3 of this Article, every Member in Good Standing shall have a right and easement of enjoyment in and to the Common Areas, as described in Exhibit G, including roads, recreation areas, and parking areas, and such easement shall be appurtenant to and shall pass with the title to every interest in the Development. Every Term Member and Owner of an undivided interest in Phase I and III, and any future phases wherein campsites are not designated, who is a Member in Good Standing, shall have the right to use campsites, roads, recreation areas, parking areas and common areas interchangeably; that is , campsites may be assigned to such members in a Phase of the Development other than the Phase in which they have an ownership interest.

Section 2. Title to Common Areas. LVCI shall hold fee simple title to the Common Areas in the Deed Records of Ashtabula County.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of LVCI in accordance with its Articles, Regulations and Rules, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Corporation and all rights of the Members hereunder shall be fully restored, and returned in like, same condition and free and clear of all liens, etc.
- (b) the right of the Members to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of LVCI, as provided in its Articles, Regulations and Rules, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid. and for any period determined by LVCI for any infraction of its published rules and regulations; and
- (d) the right of LVCI to charge reasonable admission and other fees for the use of the Common Areas; and
- (e) the right of LVCI to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;

provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by a vote of 51% of the votes of voting Members present at a Special Meeting of the Membership called for the specific purpose of considering the proposed dedication of transfer held after 30 days written notice of the Special Meeting is mailed to the Membership.

(f) the right of LVCI to enter into arrangements with other campgrounds or organizations whereby Members will have the right to utilize the facilities of other such campgrounds or organizations; and the members of such other campgrounds or organizations shall reciprocally have rights to use the LVCI facilities.

(g) the right of LVCI to place Recreation Vehicles on campsites in any phase of the Development wherein campsites are not designated, with the exception of Phase II, to specific owners.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any undivided or fee interest, except LVCI, by acceptance of a deed thereto, or upon the execution of an agreement to purchase the fee title to any undivided or fee interest, whether or not it shall be so expressed in any such deed or agreement, shall be deemed to covenant and agree to pay to LVCI: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) a one time initiation fee. The annual and special assessments and initiation fee together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the interest against which each such assessment is made. Each such assessment and initiation fee together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such interest at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by LVCI shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners' interests in the Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis of Annual Assessments. The initial annual assessment shall be Three Hundred and 00/100 (\$300.00) dollars per interest in Phase I, Phase IIIB, Phase IIIC and Phase IIID; and Four Hundred Forty and 00/100 (\$440.00) dollars per interest in Phase II. The Annual Assessment may be increased every two years, a maximum of 5% per year, by a vote of the Members in good standing at the membership meeting held on Labor Day weekend, or a special meeting called for that purpose, after written notice of the proposed special meeting is mailed to the Membership at least 30 days prior to the date of the proposed special meeting. Fifty-one per cent (51%) of the votes of the Members in good standing who are voting in person or by proxy at the Labor Day weekend membership meeting or special meeting are required to raise the annual assessment. No discounts on annual assessments will be granted.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, LVCI may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the Members in good standing who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on May 1st or the date fixed by the Board of Directors of LVCI to be the date of commencement. Annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of LVCI shall fix the date of commencement and the amount of the assessment against each interest for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the interests and assessments applicable thereto which shall be kept in the office of LVCI and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

LVCI shall, upon demand, at any reasonable time, furnish to any Owner liable for said assessment a written certificate signed by an officer of LVCI, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Corporation. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the interest which shall bind such interest in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, a late fee will be assessed. The late fee shall be 5% of the amount of the assessment per month or partial month of delinquency, up to a maximum late fee equal to the amount of the delinquent assessment. The assessment and late fee shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and LVCI may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the interest, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

If an assessment is not timely paid in full, the delinquent member loses his or her voting rights and status as a "Member in Good Standing" until the delinquency is remedied.

Section 8. 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 now or hereafter placed upon the interest subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and

payable prior to a sale or transfer of such interest pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such interest from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article 1, Section 3 hereof; (c) all properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption; (d) any interest owned by LVCI.

ARTICLE V
STRUCTURES

As to Phase I and Phase III of the Development, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Development, nor shall any exterior addition to, or change, or alteration therein be made by anyone except LVCI.

As to Phase II of the development, no building, fence, wall or other structure shall be commenced, erected or maintained upon the development, nor shall any exterior addition to, or change; or alteration therein be made by anyone without the written consent of LVCI , requiring submission of plans and site surveys, with the exception of a pre-manufactured storage unit, not to exceed 8' by 10' by 8'.

ARTICLE VI
LAKE VILLAGE CAMPGROUND RESTRICTIONS

PART A. The following shall be applicable to all Phase I, IIIB, IIIC and IIID (undesigned) interests of the Development:

Section 1. Fences. All campsite lines shall be kept free and open with no fences, hedges or walls.

Section 2. Signs. No person, except LVCI, shall erect or maintain any permanent sign or advertisement upon any campsite.

Section 3. Removal of Trees. No tree may be removed or cut without approval of LVCI.

Section 4. Garbage and Refuse Disposal. No Owner shall dump, store or accumulate litter, refuse or garbage, except in receptacles provided for such purposes.

- (a) No Owner shall burn trash, garbage, leaves, or other like household refuse in the Development without a "burning permit" secured from LVCI.
- (b) Refuse generated outside the campground shall not be disposed of within the Development.
- (c) No discarded or abandoned material of any kind shall be allowed to accumulate on any campsite.
- (d) Grease, cooking oils or animal fats shall not be intentionally poured or spilled onto the ground within Lake Village.

Section 5. Campfires. No open fires shall be permitted of any kind on any campsite, except within the confines of a fireplace of approved design, a barbecue pit of approved design, a metal cooking device of approved design, or within a clear space of ground and encircled with approved materials and in an approved manner. No unattended campfires are permitted.

Section 6. Campsite Use. An Owner may not use the same campsite for more than two (2) consecutive weeks or three (3) consecutive weekends.

- (a) No campsite shall be used by its Owner as his or her permanent residence.
- (b) LVCI reserves the right to limit the number of individuals per campsite.
- (c) No more than one tent and one recreational vehicle and one boat will be permitted on any campsite.
- (d) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened to avoid unsightliness or becoming a safety hazard.

(e) No campsite shall be used for commercial purposes or for any purpose other than camping.

(f) No camping shall be permitted in any easement area, within the setback areas or on any community property, streets or service driveways without the permission of LVCI.

(g) All recreational vehicles or other structures on any campsite, shall be placed on the campsite according to the specifications set forth in the Rules and Regulations of LVCI.

Section 7. Campsite Maintenance. Any structures or material on any campsite in Lake Village which may be destroyed in whole or in part by fire, windstorm, vandalism or any other cause or act of God must be rebuilt or all debris removed and the campsite restored to a slightly condition with reasonable promptness. All recreational vehicles which are maintained on any lot must be in good condition and painted and maintained on the exterior.

Section 8. Motor Vehicles. The only motor vehicles allowed to be operated on the roads within the Development are the private vehicles of the Owners, unless written permission is first obtained from LVCI.

(a) Golf carts and handicapped transportation with medical permit are allowed. A Permit must be displayed. The operator of the golf cart must be in the presence of the permit holder and also have a valid driver's license.

(b) Motorcycles, used as a primary means of transportation, are governed by the Rules and Regulations of LVCI.

(c) Motorbikes, dirt bikes, minibikes, four wheelers and similar type vehicles must be parked on the Member's lot. They may only be used to enter and leave the campground.

(d) No motor vehicles of any type shall be operated off the roads within the Development.

(e) No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within Lake Village.

(f) All vehicles must observe speed restrictions and noise limitations throughout Lake Village, as established in the Rules and Regulations of LVCI.

Section 9. Parking. No vehicle shall be parked on or along any street, service driveway, park area, easement or community property within Lake Village except on designated parking areas or lots.

(a) No commercial truck shall be parked for storage at any time on any campsite in Lake Village except during deliveries or servicing.

(b) No stripped down, partially wrecked or junk motor vehicles or sizeable part thereof shall be permitted to be parked or stored upon any campsite or along any street, service driveway, park area, easement or community property within Lake Village.

Section 10. Recreational Vehicles. The recreational vehicle to be placed on any campsite must be approved by LVCI. No home-made vehicles or similar type recreational vehicles will be permitted in Lake Village without permission of LVCI.

Section 11. Pets. No animals or livestock of any description, except the usual household pets, shall be kept on any campsite.

(a) All household pets must be kept on a leash.

(b) All household pets which are permitted to enter upon or remain within Lake Village must be constantly under the effective control of their owners and must abide by Ohio State law.

(c) No animal shall be left outside unattended when Owner is not on the campsite.

Section 12. Nuisances. No noxious, offensive or illegal activities or nuisances shall be conducted by any person, nor shall anything be done on any campsite that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All curfews will be adhered to.

Section 13. Hunting and Weapons. No hunting or discharging of weapons is permitted within Lake Village campground. All weapons must be unloaded and secured while on Lake Village property.

Section 14. Renting and Leasing. No recreational vehicle, lot or membership may be leased or rented by its owner without the written consent of LVCI.

Section 15. Easements of LVCI. LVCI, for itself, its successors and assigns, reserves an easement on all of the property including each and every campsite with the right of ingress and egress thereon for the purposes of installing and maintaining utility lines, gas and water mains, sewer lines, manholes, drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees and brush necessary and the right to locate guy wires, braces and anchors where necessary.

Section 16. LVCI-Owned Rental Units. Recreation Vehicles owned and maintained by LVCI are not subject to the time limitation as set forth in Article VI, Part A, Section 6.

Section 17. Membership Reciprocal Use. Owners of an interest in Phase I may camp in Phase IIIB, IIIC, and IIID, and vice-versa. Owners of an interest in Phases I, IIIB, IIIC and IIID shall have the same rights and privileges and shall be subject to the same restrictions. Phase IIID campsites will not provide Sewer, Water or Electrical hookups.

PART B. The following shall be applicable to all Phase II (designated) interests of the Development:

Section 1. Fences. All campsite lines shall be kept free and open. Fences, hedges or walls shall be approved by LVCI.

Section 2. Signs. There shall not be erected, on any campsite, any sign except one sign identifying the occupant of a campsite, the campsite number and address. Said sign to be approved by LVCI and not to exceed twelve (12) inches by twenty-four (24) inches in size.

Section 3. Removal of Trees. No tree may be removed or cut without approval of LVC I.

Section 4. Garbage and Refuse Disposal. No Owner shall dump, store or accumulate litter, refuse or garbage, except in receptacles provided for such purposes.

(a) No Owner shall burn trash, garbage, leaves, or other like household refuse in the Development without a "burning permit" secured from LVCI.

(b) Refuse generated outside the campground shall not be disposed of within the Development.

(c) No discarded or abandoned material of any kind shall be allowed to accumulate on any campsite.

(d) Grease, cooking oils or animal fats shall not be intentionally poured or spilled onto the ground within Lake Village.

Section 5. Campfires. No open fires shall be permitted of any kind on any campsite except within the confines of a fireplace of approved design, a barbecue pit of approved design, a metal cooking device of approved design, or within a clear space of ground and encircled with approved materials and in an approved manner. No unattended campfires are permitted.

Section 6. Campsite Use.

(a) No campsite shall be used by its Owner as his or her permanent residence.

(b) LVCI reserves the right to limit the number of individuals per campsite.

(c) No more than one tent and one recreational vehicle and one boat will be permitted on any campsite.

(d) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened to avoid unsightliness or becoming a safety hazard.

(e) No campsite shall be used for commercial purposes or for any purpose other than camping.

(f) No camping shall be permitted in any easement area, within the setback areas or on any community property, streets or service driveways without the permission of LVCI.

(g) All recreational vehicles or other structures on any campsite, shall be placed on the campsite according to the specifications set forth in the Rules and Regulations of LVCI.

(h) Purchasers of an undivided interest in Phase II of the development shall have a License to use a specifically designated campsite established by LVCI, which when designated may not be revoked by LVCI. Such License to use shall be subject to all of the conditions set forth in this Declaration of Covenants and Restrictions and applicable to owners of undivided interests in Phase II. LVCI shall issue a certificate evidencing the License indicating the identity of the campsite, which campsite may not be designated by LVCI to any other holder of an interest in any phase of the development, either temporarily or exclusively. Upon transfer of such holders' undivided interest pursuant to this Declaration, the transferee shall apply to LVCI for a License, which shall be granted so long as all assessments to date applicable to the undivided interest transferred have been paid and title to the undivided interest is shown to be in the transferee."

Section 7. Campsite Maintenance. Any structures or material on any campsite in Lake Village which may be destroyed in whole or in part by fire, windstorm, vandalism or any other cause or act of God must be rebuilt or all debris removed and the campsite restored to a slightly condition with reasonable promptness. All recreational vehicles which are maintained on any lot must be in good condition and painted and maintained on the exterior.

All campsites, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such campsite or the objectionable accumulation of rubbish or debris thereon.

Section 8. Motor Vehicles. The only motor vehicles allowed to be operated on the roads within the Development are the private vehicles of the Owners, unless written permission is first obtained from LVCI.

(a) Golf carts and handicapped transportation with medical permit are allowed. A Permit must be displayed. The operator of the golf cart must be in the presence of the permit holder and also have a valid driver's license.

(b) Motorcycles, used as a primary means of transportation, are governed by the Rules and Regulations of LVCI.

(c) Motorbikes, dirt bikes, minibikes, four wheelers and similar type vehicles must be parked on the Member's lot. They may only be used to enter and leave the campground.

(d) No motor vehicles of any type shall be operated off the roads within the Development.

(e) No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within Lake Village.

(f) All vehicles must observe speed restrictions and noise limitations throughout Lake Village as established in the Rules and Regulations of LVCI.

Section 9. Parking. No vehicle shall be parked on or along any street, service driveway, park area, easement or community property within Lake Village except on designated parking areas or lots.

(a) No commercial truck shall be parked for storage at any time on any campsite in Lake Village except during deliveries or servicing.

(b) No stripped down, partially wrecked or junk motor vehicles or sizeable part thereof shall be permitted to be parked or stored upon any campsite or along any street, service driveway, park area, easement or community property within Lake Village.

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Section 11. Pets. No animals or livestock of any description, except the usual household pets, shall be kept on any campsite.

(a) All household pets must be kept on a leash.

(b) All household pets which are permitted to enter upon or remain within Lake Village must be constantly under the effective control of their owners and must abide by Ohio State law.

(c) No animal shall be left outside unattended when Owner is not on the campsite.

Section 12. Nuisances. No noxious, offensive or illegal activities or nuisances shall be conducted by any person, nor shall anything be done on any campsite that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All curfews will be adhered to.

Section 13. Hunting and Weapons. No hunting or discharging of weapons is permitted within Lake Village campground. All weapons must be unloaded and secured while on Lake Village property.

Section 14. Renting and Leasing. No recreational vehicle, lot or membership may be leased or rented by its owner without the written consent of LVCI.

Section 15. Easements of LVCI. LVCI, for itself, its successors and assigns, reserves an easement on all of the property including each and every campsite with the right of ingress and egress thereon for the purposes of installing and maintaining utility lines, gas and water mains, sewer lines, manholes, drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees and brush necessary and the right to locate guy wires, braces and anchors where necessary.

LVCI, its successors or assigns reserve the right to enter upon any vacant or unattended campsite for the purpose of improving its general appearance or for such other purpose as it may deem necessary without being classified as a trespasser, or being liable for damages for property removed.

Section 16. LVCI-Owned Rental Units. LVCI may own and maintain rental units in Phase I, IIIB, IIIC or IIID of the Development. Phase II members are permitted to rent LVCI-Owned rental units in Phase I, IIIB, IIIC or IIID.

PART C. Penalties

In the event a majority of the Board of Directors determines that a Member has violated any of the Covenants and Restrictions contained in Part A or Part B of this Article VI, or any other Covenant and Restriction of Lake Village, or any Rule or Regulation of LVCI, the Board of Directors may impose a fine or other penalties, including the revocation of a Member's "Membership in Good Standing", upon the Member deemed by the Board of Directors to have committed the violation.

ARTICLE VII
CONVEYANCES

Section 1. In order to assure a community of congenial residents, and thus protect the value of the interests, and to further the continuous harmonious development of the Development, the sale and mortgage of interests shall be subject to the following provisions.

Section 2. In the event of an attempted conveyance in contravention of the directions herein contained, LVCI shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

Section 3. Provisions.

(a) An Owner, intending to make a bona fide sale of his interest, or any interest therein, shall give to LVCI a written notice of his intention to sell, together with the name and address of the intended purchaser, and such other information as LVCI may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the interest owner, that said contract is bona fide in all respects.

(b) Within thirty (30) days after the receipt of such notice LVCI shall either approve or disapprove of the transaction and give notice thereof to the interest owner desiring to sell, such purchaser to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice.

(c) Approval shall be in recordable form signed by an executive officer of LVCI, and shall be delivered to the purchaser and made a part of the conveyance document.

(d) Failure of LVCI to act in thirty (30) days shall be deemed to constitute approval.

(e) The provisions of this shall apply to original and all successive transfers or sales.

Section 4. No Owner shall sell, nor shall approval be given to sell, until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of LVCI.

Section 5. Every purchaser who acquires any interest in the Development, shall acquire the same subject to this Declaration, the provisions of the Rules, Regulations and Articles of Incorporation of LVCI.

Section 6. If the Owner of an interest should die and the title to his interest shall pass to his surviving spouse or to any member of his family regularly in residence with him in the interest prior to his death, who is over the age of seventeen (17) years, then such successor in title shall fully succeed to the ownership rights, duties and obligations of the Owner, the provisions of this Article of this Declaration notwithstanding. Said heirs of a deceased owner shall file of record in the Ashtabula County Recorders Office a Certificate of Transfer evidencing their ownership of the interest in the Development.

Section 7 . If the title to the interest of such deceased Owner shall pass to any person other than a person or persons designated in Section 6 above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the interest of the deceased Owner, he shall advise LVCI in writing of his intention of using the interest and of his or their current address. LVCI shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their ownership of the interest is approved. The failure of LVCI to give such advice within the said thirty (30) days shall be deemed automatic approval. If LVCI does not approve the ownership of the interest by said person or persons and so notifies them, said person or persons shall remain an owner until LVCI or such person or persons shall have procured a purchaser at its fair market value, which purchaser may be LVCI Thereupon, the person or persons having title and possession of said interest shall execute such papers and documents as LVCI may require to effect the transfer of title, possession and occupancy of the interest, and shall deliver possession and occupancy of the interest to such purchaser.

Section 8. Nothing in this Article shall be deemed to reduce the obligation of any Owner at the time of his death nor the assessment attributable to the interest becoming due after the Owner's death, all of which shall be fully due and payable as if the Owner had not died.

Section 9. Waiver of Partition. No Owner or other person or entity acquiring any right, title or interest in the Development shall seek or obtain through any legal procedures, judicial partition of the development or sale of the development in lieu of partition at any date prior to the expiration of this Declaration. If, however, any interest shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the interest in lieu of partition as between such co-tenants or joint tenants.

Section 10. Nothing herein contained shall prevent the sale and transfer of an interest by the Owner thereof in the manner otherwise provided in this Declaration.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Limitation on Number of Memberships. No member is permitted to own more than three (3) memberships.

Section 2. Oil and gas drilling shall not be permitted within the Development unless approved by a vote of 51% of the votes of voting Members present at a Special Meeting of the Membership called for the specific purpose of considering the proposed drilling held after 30 days written notice of the Special Meeting is mailed to the Membership.

Section 3. Duration. 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 Corporation, or the Owner of any land or interest subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Tenth Amendment to the Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the interests has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of LVCI at the time of such mailing.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by LVCI 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 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Controlling Law. This Declaration shall be construed according to the law of the State of Ohio.

ARTICLE IX
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of LVCI, called and convened in accordance with the Law, the Articles of Incorporation and Regulations of LVCI, by the affirmative vote of Voting Members casting not less than fifty-one (51) percent of the total vote of the members in good standing of LVCI . The amendment shall become effective upon recording.

ARTICLE X
ANNEXATION

Section 1. Property to be Annexed. LVCI may, from time to time and in its sole discretion, annex to the Development any other real property owned by LVCI which is contiguous or adjacent to or in the immediate vicinity of the Development.

Section 2. Manner of Annexation. LVCI shall effect such annexation by recording a plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

- (1) Describe the real property being annexed and designate the permissible uses thereof;
- (2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and
- (3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such plat and Supplemental Declaration, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.

ARTICLE XI
BASIS OF ANNUAL ASSESSMENT

Article IV, Section 3. Basis of Annual Assessment. The initial annual assessment shall be seven hundred and seventy five and 00/100 (\$775.00) dollars per interest in Phase I, Phase IIIB, Phase IIIC and Phase IIID; and one thousand and 00/100 (\$1,000.00) dollars per interest in Phase II. The annual assessment may be increased every two years, a maximum of 5% per year, by a vote of the members in good standing at the membership meeting held on Labor Day weekend, or a special meeting called for that purpose, after written notice of the proposed special meeting is mailed to the membership at least 30 days prior to the date of the proposed special meeting. Fifty one percent (51%) of the votes of members in good standing who are voting in person or by proxy at the Labor Day weekend meeting of special meeting, are required to raise the annual assessments. No discount on annual assessments will be granted.

Please note: THE WORD ANNUAL ASSESSMENT IS THE LEGAL TERM FOR ANNUAL DUES.

IN WITNESS WHEREOF, LAKE VILLAGE CLUB INC., an Ohio Corporation, has caused these presents to be signed in its name by its proper officer this ____ day of _____, 2016.

LAKE VILLAGE CLUB INC.,
an Ohio Nonprofit Corporation

Attest: _____ By: _____
Treasurer President

STATE OF OHIO)
)
) SS:
COUNTY OF ASHTABULA)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, to me well known to be the person described in and who executed the foregoing Eleventh Amendment to Declaration of Covenants and Restrictions, as President and Treasurer of LAKE VILLAGE CLUB INC., and they acknowledged before me that they executed this instrument as such officer of said Corporation, and that it is the free act and deed of said Corporation.

WITNESS my hand and Official Seal, at the State and County aforesaid, this ____ day of _____, 2016.

_____(SEAL)
Notary Public, State of Ohio

My commission expires:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, LAKE VILLAGE CLUB, INC., an Ohio Corporation Nonprofit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the above described Corporation, an Ohio Corporation Nonprofit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Treasurer, this ____ day of _____, 2016.

Signed, sealed and delivered in the presence of: LAKE VILLAGE CLUB, INC.

President

Treasurer