

# AVON LAKE LANDINGS HOA LEASE AGREEMENT

The HOA Lease Agreement document is preceded by a “Combined Modification of Lease, By-Laws, and Declaration of Covenants and Restrictions” document in which a portion of that document contains approved modifications to the original HOA Lease Agreement document.

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COMBINED MODIFICATION  
OF  
LEASE, BY-LAWS  
AND  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
THE LANDINGS DETACHED SINGLE-FAMILY  
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 793, et seq., Lorain County Records), the By-Laws of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 803, et seq., Lorain County Records) and the Lease dated September 14, 1977, by and between Herman R. Kopf as Lessor and The Landings Detached Single-Family Residential Homeowners' Association, Inc. as Lessee (recorded in Lease Volume 98, Pages 711, et seq., Lorain County Records), contemplated a total development consisting of 114 sublots; and

WHEREAS, subsequent to the recording of the above documents, 6 sublots were redesignated for commercial purposes and removed from the subdivision; and

WHEREAS, a modification of said documents is deemed necessary to conform with the existing number of sublots in the subdivision; and

WHEREAS, Section 22 on page 7 of the Declaration of Covenants and Restrictions provides:

"22. MODIFICATIONS BY H. R. KOPF. Until December 31, 1982, H. R. KOPF, his employees, agents, successors, heirs or assigns, shall be entitled to modify any of the provisions, either generally or with respect to particular property, if in his judgment the development or lack of development of THE LANDINGS SUBDIVISION requires such modification or waiver, or if in his judgment the purposes of the general plan of development will be better served by such modification or waiver, . . ."

NOW, THEREFORE, said documents are hereby modified, in general, to provide that wherever the number "114" appears, whether referring to the number of sublots, votes or percentage interest or obligation, the same shall be deleted and the number "108" shall be substituted in its place. In addition, the following specific modifications are hereby made:

DECLARATION OF COVENANTS AND RESTRICTIONS: The second last sentence of Section 20 of the Declaration of Covenants and Restrictions is hereby modified to read as follows:

"Each subplot owner shall be responsible for the payment of rental due under such Lease in an amount not to exceed 1/108 of the total rental due."

BY-LAWS: The last sentence of Section 3 of Article I of the By-Laws is hereby modified to read as follows:

"The total number of votes of all voting Members shall be one hundred eight (108), and each Homeowner or group of Homeowners shall be entitled to one (1) vote."

Section 6 of Article V of the By-Laws is hereby modified to read as follows:

"Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and in the attached Lease, and (except for such special assessments as may be levied hereunder against less than all of the Sublot owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Sublot owners in proportion to each Sublot Owner's 1/108th percentage obligation in the Association, as provided in the Declaration and in the attached Lease."

LEASE: The first sentence of Section 2 of the Lease is hereby modified to read as follows:

"2. LEASE CONSIDERATION. Lessee shall pay and does hereby agree to pay to Lessor, at 32730 Walker Road, H-1, Avon Lake, Ohio 44012, or at such other place as Lessor may designate from time to time, in writing, a lease payment for the use of the described premises as follows: Annual rental shall be Twelve Thousand Nine Hundred Sixty Dollars (\$12,960.00) for one hundred eight (108) sublots, payable in monthly installments of One Thousand Eighty Dollars (\$1,080.00) each, which shall be payable on or before the first day of each month in each year during the term hereof, the first payment to become due on the date Lessor informs Lessee that the Leased Premises are ready for use."

In all other respects, the Declaration of Covenants and Restrictions, By-Laws and Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, H. R. Kopf has executed this Modification, this 24th day of October, 1980.

Signed and acknowledged  
in the presence of:

*Patricia A. Balas*  
Patricia A. Balas

*H. R. Kopf*  
H. R. Kopf

STATE OF OHIO )  
                  ) SS:  
COUNTY OF LORAIN )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named H. R. KOPF, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Avon Lake, Ohio, this 24th day of October, 1980.

*Patricia A. Balas*

**PATRICIA A. BALAS, Notary Public  
For The State of Ohio-Lorain County  
My Commission Expires 5/26/82**

This Instrument Prepared By:  
John H. Parker, Attorney  
31300 Lake Road  
Bay Village, Ohio 44140

DOROTHY L. ESSE  
LORAIN COUNTY  
RECORDER

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LORAIN COUNTY  
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L E A S E

THIS LEASE AGREEMENT, entered into by and between HERMAN R. KOPF, of 445 Avon Belden Road, Avon Lake, Ohio 44012, hereinafter called "Lessor", and THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., a non-profit homeowners' association organized under the laws of the State of Ohio, hereinafter called the "Lessee";

W I T N E S S E T H:

Lessor does hereby lease, rent, let and demise unto the Lessee the property located at 425 Avon Belden Road, Avon Lake, Ohio, and known as THE LANDINGS RACQUET AND SWIM CLUB, COMMON STREET AREA, AND PARK AREA, more fully described in Lease Exhibit "A", attached hereto and by this reference made part hereof, together with improvements already in existence or to be constructed thereon.

1. TERM. To have and to hold, together with the appurtenances, for a term of years commencing on the first day of September, 1977, and ending on the thirty-first day of August, 2076.

2. LEASE CONSIDERATION. Lessee shall pay and does hereby agree to pay to Lessor, at 445 Avon Belden Road, Avon Lake, Ohio 44012, or at such other place as Lessor may designate, from time to time, in writing, a lease payment for the use of the described premises as follows: Annual rental shall be Thirteen Thousand Six Hundred Eighty Dollars (\$13,680.00) for one hundred fourteen (114) sublots, payable in monthly installments of One Thousand One Hundred Forty Dollars (\$1,140.00) each, which shall be payable on or before the first day of each month in each year during the term hereof, the first payment to become due on the date Lessor informs Lessee that the Leased Premises are ready for use. The rental herein shall be subject to increase in accordance with the provisions as hereinafter set forth. However, for the first five (5) year period of the above term, the annual rental as hereinabove stated, shall be adjusted monthly to reflect the proportionate number of lots in the total subdivision actually transferred from HERMAN R. KOPF to a new sublot owner. The liability for such sublot rental shall commence on the first day of the month following date of title transfer.

3. USE OF THE PREMISES. It is hereby understood and agreed between the parties hereto that said premises, during the continuance of this Lease, may be used and occupied only for recreational purposes, and such use shall be limited to use by the members of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., their families and guests, use by Lessor, his successors and assigns, and use by the occupants (including their families and guests) of all six (6) LANDINGS condominium phases constructed or to be constructed, as shown on the preliminary plot plan attached hereto and marked Exhibit "B", pursuant to Rules and Regulations to be adopted by the Lessee, and all existing and future LANDINGS CONDOMINIUM OWNERS' ASSOCIATIONS as Lessees.

4. CARE OF THE PREMISES. Lessee shall not allow to be performed any acts or allow to be carried on any practices which may injure the improvements on the above-described premises.

5. UTILITY SERVICES. Lessee hereby agrees that Lessor has no obligation to provide any utilities, except those already in existence and planned, to the Leased Premises, but rather, Lessee agrees that Lessee, or its successors and assigns, will pay for the necessary utilities, and will provide, at Lessee's cost, any additional utilities which may be desired by Lessee, provided Lessor's prior written approval has been obtained.

6. MAINTENANCE OF PREMISES. Lessee hereby further agrees that Lessee has the obligation to maintain the Leased Premises in good order, condition and repair, and that Lessor has no obligation whatsoever to maintain the Leased Premises or any of the improvements thereon. Lessee agrees to permit no waste, damage or injury to said premises. At the expiration of the Lease created hereunder, Lessee shall surrender the premises in as good condition as it is in as of the date of this Lease, reasonable wear and tear excepted. Lessee agrees that the electrical systems, water systems, fixtures and equipment within and upon the Leased Premises shall be under the full control of the Lessee, or its successors or assigns, and that all operation, upkeep, repairs and replacements of such items shall be done by and at Lessee's expense, subject to the provisions of 6.1 hereof.

6.1 Lessor retains the right to use said Leased Premises for himself, his successors and assigns, for the benefit of owners, tenants, families and guests owning, renting, using or occupying the dwelling units that may be constructed on all phases of THE LANDINGS CONDOMINIUM project, and all residential dwellings constructed on THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION (as shown on said plat). Lessor also retains the right, for himself, his successors and assigns, to install roads, pipes, lines and conduits, additional water and sewer lines, and other necessary appurtenances related thereto on the Leased Premises. Lessor further reserves the right to alter or use the Leased Premises for the purpose of installing, removing, relocating pipes, lines and conduits in and on the Leased Premises for water, telephone, electricity, gas, storm and sanitary sewers and other utilities for the use and benefit of all phases of THE LANDINGS CONDOMINIUM project, and all residential dwellings located in THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION. The Lessee shall not be required to maintain the utility lines, equipment and appurtenances to be installed on the Leased Premises under this paragraph for the exclusive benefit of all phases of THE LANDINGS CONDOMINIUM project, and all residential dwellings located in THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

7. MAINTENANCE, TAXES, AND UTILITY CHARGES OF LEASED PREMISES. For the term of this Lease, the Lessee agrees to pay the following sums representing its share of maintenance, taxes and utility charges for the Leased Premises: (a) From date of execution hereof to May 31, 1978, the sum of

Five Dollars (\$5.00) per month, per subplot; (b) From June 1, 1978 to May 31, 1979, an amount equivalent to one-half (1/2) of one percent (1%) per month per subplot, of the total charges for maintenance, taxes and utility charges for the Leased Premises; and (c) From June 1, 1979 for the balance of the term of this Lease, a monthly amount equivalent to THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.'s prorata share of said maintenance, taxes and utility expenses to the total number of units having the right to use the facilities on the Leased Premises.

8. COVENANTS TO HOLD HARMLESS AND INDEMNIFY. Lessor shall be and is hereby held harmless by Lessee from any liability for damages to any person or any property in or upon the Leased Premises and the walkways adjoining same, including the person and property of the Lessee, Lessee's members and Lessee's employees, and all persons upon the Leased Premises at Lessee's invitation, expressed or implied.

8.1 It is understood and agreed that all property kept, stored or maintained in or upon the Leased Premises shall be so kept, stored or maintained at the risk of Lessee only.

8.2 Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises; and the existence of any such lien of any nature against the Leased Premises for thirty (30) days shall be a material breach of this Lease.

8.3 Lessee agrees to indemnify the Lessor for any liability which the Lessor may incur under the provisions of this Section 8.

9. INSURANCE. Lessee shall, with other Lessees, during the entire term hereof, cause to be kept in full force and effect a policy of public liability insurance covering the Leased Premises and the recreational activities of the Lessee, in which both Lessor and Lessee shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$1,000,000 for any single accident.

9.1 Lessee shall, with other Lessees, in addition to liability insurance, cause to be kept in full force and effect a policy of fire and extended coverage insurance covering the Leased Premises in which both Lessor and Lessee shall be named insureds. Such policy shall be in an amount equivalent to at least eighty percent (80%) of the insurable value of the premises and improvements thereon.

9.2 Lessee shall, with other Lessees, cause to be furnished to Lessor certificates of insurance, or other acceptable evidence, that such insurance is in force, and evidence that the premiums have been paid by Lessee within ten (10) days prior to the due date of same. Such certificates shall specify that ten (10) days' prior written notice to Lessor shall be a condition precedent to the cancellation of such policy.

10. ASSIGNMENT. Lessee shall not assign its interest herein without the written consent of the Lessor except where THE LANDINGS

DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. is terminated in accordance with the provisions of its By-Laws, in which event the members of the homeowners' association, by so electing to terminate, will acquire a prorata undivided interest in this Lease and shall assume the obligation to pay to the Lessor, for the balance of the term of this Lease, a prorata share of the rental and a prorata share of all of the costs to be paid by the Lessee.

10.1 Said individual members, in all other respects, shall be bound by the terms of this Lease, and upon termination of the homeowners' association, the Lessor shall acquire the right to proceed individually against the members in the event they have defaulted under the terms of the Lease.

10.2 Where the Lessor acquires the right to proceed against the individual members for a default, it is the intent of the Lessor that the individual member shall be liable only for his prorata share of the rental and costs to be paid under the terms of this Lease.

11. Each member, as a requirement of membership in THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., shall be considered an individual Sublessee to this Lease, and shall be individually liable for his prorata share of rental, maintenance and utility charges, as the case may be, of the entire Leased Premises. This Lease shall further be considered a covenant and restriction running with the land of each of the individual sublots which comprise THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION, and enforceable under the terms enumerated in the conditions and restrictions of record of said subdivision.

11.1 Subsequent purchasers of detached single-family residential sublots from the Sublessees shall be required to assume the Sublessee's obligation under the Lease, and the Sublessor shall execute a consent thereto.

12. NON-PAYMENT OF RENT. If any rent by Lessee to Lessor shall be and remain unpaid for more than fifteen (15) days after the same is due and payable, or if Lessee shall violate, or default on any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessor to declare this Lease forfeited and the same term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. It is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable attorney's fees in



any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rent due Lessor hereunder.

12.1 If the Lessee pays part but not all of the rental due and said failure to pay all of the rental is due entirely to the failure of one of the members to pay their prorata share of the assessment for rental, the Lessee shall have sixty (60) days to institute legal action against such member pursuant to the By-Laws of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. in order to collect said prorata share of the rental, provided, however, that the delinquent portion of the rental payment shall bear interest at the rate of eight percent (8%) from the time it shall become due, and further provided that the Lessee must take immediate action against the delinquent member to collect same and pursue such action diligently.

12.2 If a Sublessor or a third party, other than a mortgagee, as contemplated in the By-Laws, acquires title to a subplot by virtue of having acquired a lien upon the subplot during the term of the Lease, the party acquiring title shall be required, in order to hold title to the subplot, to assume the liabilities as a member of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. for payment of all sums required by this Lease, as provided in Section 11 hereof.

13. EMINENT DOMAIN. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then this Lease shall cease on the part so taken from the day possession of that part shall be taken for any public purposes, and the rent shall be paid up to that day.

13.1 The rent thereafter shall be reduced in an amount in proportion to the value that the condemned portion bears to the total value of the land as determined by the Lessor's appraiser at the time of the taking.

13.2 If such portion of the Leased Premises is so taken as to completely destroy the usefulness of the premises for the purposes for which the premises are here leased, then from that day the Lessee shall have the right either to terminate this Lease by written notice given by the Lessee to Lessor within thirty (30) days after such day, or to continue the possession of the remainder of the Leased Premises under all of the terms herein provided.

13.3 All damages awarded for such taking shall belong to and be the property of Lessor, whether such damages shall be awarded as compensation for diminution in the value to the Lease or to the fee of the Leased Premises.

14. HOLDING OVER. In the event Lessee remains in possession of the Leased Premises after expiration of this Lease without the execution of a new lease, it shall be deemed to be occupying said premises as a lessee from month to month, subject to all the conditions, provisions and obligations of this Lease.

15. WAIVER. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to be a waiver or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

16. NOTICES. Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing.

16.1 It shall be deemed sufficient notice and service thereof if such notice to Lessee is addressed to Lessee at the last known post office address of Lessee, its successors or assigns, and sent by registered mail with postage prepaid, and such notice to Lessor shall be in writing, addressed to the last known post office address of Lessor and sent by registered mail with postage prepaid.

17. CONSTRUCTION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include that plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

18. NON-LIABILITY. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased, or of the acts or omissions of any of the other Lessees of undivided interests in the above-described premises.

19. CONSENT NOT UNREASONABLY WITHHELD. Lessor agrees that whenever, under the terms of this Lease, Lessee is required to secure the written consent of Lessor, such written consent shall not be unreasonably withheld.

20. ACCEPTANCE OF PREMISES. It is agreed that by use of the subject premises by Lessee, Lessee formally accepts the same and acknowledges that Lessor has complied with all requirements imposed upon him under the terms of this Lease with respect to the condition of the subject premises at the time Lessee commences occupancy of the same.

21. IMPROVEMENTS AND ALTERATIONS. Lessor agrees to construct, at his own cost, a recreation area complete with building, pool and courts, and such building, pool and courts shall be included as an interest in the Lease hereunder. Lessor contemplates the placing of additional improvements and the making of alterations to the demised premises during the term of this Lease. However, should Lessee participate in the placing of any

improvements or alterations on the demised premises, than it agrees that all such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of Lessor. The Lessee further agrees, in the event of the making of such improvements or alterations, to indemnify and save harmless the Lessor from all expenses, liens, claims or damages to either persons or property on the Leased Premises arising out of or resulting from the undertaking or making of said alterations or additions.

22. DETERMINATION AND ADJUSTMENT OF RENTAL PAYMENTS. Lessor and Lessee hereby covenant and agree that the rental payments hereinabove provided shall be adjusted at five (5) year intervals, commencing September 1, 1982, and continuing each five (5) years throughout the Lease Term. The adjustment of the annual rent for each five (5) year term commencing September 1, 1982 shall be determined by multiplying the basic annual rental hereinabove provided by a fraction, the numerator of which shall be the Index Figure indicated for the month of August preceding each such September, commencing with September 1, 1982, as shall be shown by the Consumers' Price Index - the United States City Average, All Items and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, and the denominator of which shall be the Basic Standard Index figure of such Price Index for the month of August, 1977. The product of such multiplication shall be the amount of the annual rental payments to be made hereunder for the succeeding five (5) year period until the next computation provided for hereunder shall be made, provided that the said product exceeds the annual rental provided for in Section 2 above. As an example of such computation, assume that the Index for the month of August, 1982 is 110 and the Index for August, 1977 is 100. The new annual rental amount for the period from and including September 1, 1982 through September 1, 1987 would be arrived at by multiplying the annual rental provided for initially by a fraction, the numerator of which would be 110 and the denominator of which would be 100. The product arrived at would be the annual rental payments due hereunder for such period. In such instance, on September 1, 1987 a new computation would be made as described herein, and the rental for the period of September 1, 1987 to September 1, 1992 would be determined by such process, and so forth, for each five (5) year period thereafter.

It is understood that the above-described Index is now being published monthly by the Bureau of Labor Statistics of the United States Department of Labor. Should it be published at other intervals, the new Index, hereinabove provided for, shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the month of August preceding the September 1st on which the adjustment is made. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be required to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of such Index by discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such

Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the Governmental Agency publishing the adopted Index. If such Governmental Agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit to arbitrators, chosen in the usual manner, the selection of a new Index approximating as nearly as possible the original Index specified above. Such new Index may be one published by a Governmental Agency or one published by a private agency, and generally accepted and approved as an Index reflecting the contemplated fluctuation of the purchasing power of the United States dollar. The Index selected by such arbitrators in either of the above events shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment of the rental payments as herein provided, Lessee shall continue paying the rental payments to Lessor, under the last preceding rental adjustment as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose. In no event and under no computation or in any way shall the annual rental to be paid by Lessee to Lessor under the provisions of this Lease be less than the amount provided for as rent in Section 2 above.

23. LIEN. In the event that THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. is terminated under the provisions of the Ohio laws or under the provisions of its By-Laws, the Lessor shall acquire a lien on the undivided interest of each owner in the property described in the By-Laws, or any amendments thereof, for any sum due to the Lessor under the terms of this Lease. Such liens shall also include reasonable attorneys' fees incurred by the Lessor incident to the collection of such sums or the enforcement of such suit brought in the name of the Lessor in a like manner as a foreclosure of mortgage on real property. It is the intention of the Lessor that such liens shall apply only to the undivided interest of the new owner who is in default under the terms of this Lease.

24. ADMINISTRATION, USE AND RULES AND REGULATIONS OF THE DEMISED PREMISES. It is hereby acknowledged and understood, by both Lessor and Lessee, that future additional condominium associations to be formed will execute a similar Lease for the premises herein and described in Exhibit "A" attached hereto.

The administration, organization and day-to-day use of the premises shall be governed solely by the existing and future Lessees, as follows (said administrative association shall be known as THE LANDINGS ASSOCIATION, INC. and shall consist of representatives from all LANDINGS condominium associations and from THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.):

- (1) The following Lessees shall constitute forty-nine percent (49%) of the voting power of the combined Lessees:

THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NOS. 1 THROUGH 6, INC.

- (2) The following Lessee shall be entitled to forty-nine percent (49%) of the voting power of the combined Lessees:

THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

- (3) HERMAN R. KOPF, Lessor, shall retain the remaining two percent (2%) of the combined voting power as designated above for the administration and use of the demised premises.

Until such time as all LANDINGS condominium associations have been formed and THE LANDINGS ASSOCIATION, INC. has been formed, the authority to govern the administration and Rules and Regulations shall be and remain that of HERMAN R. KOPF, Lessor and interim Trustee of all LANDINGS associations.

25. CONSTRUCTION. Wherever the term "THE LANDINGS RACQUET AND SWIM CLUB, COMMON STREET AND PARK AREA" shall appear, it shall be construed as meaning THE LANDINGS RECREATION, COMMON STREET, AND PARK AREAS.

26. CONDITIONS. This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused these presents to be signed this 14<sup>th</sup> day of SEPTEMBER, 1977.

In the presence of:

Patricia A. Turner  
Sharon L. Dull

H R Kopf  
HERMAN R. KOPF  
LESSOR

Patricia A. Turner  
Sharon L. Dull

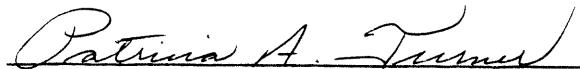
THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

By H R Kopf  
James E. Judge  
Arthur J. ...  
LESSEE

STATE OF OHIO )  
 )  
 ) SS:  
COUNTY OF LORAIN )

BEFORE ME, a Notary Public in and for said County and State, personally appeared HERMAN R. KOPF, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 14<sup>TH</sup> day of SEPTEMBER, 1977.




PATRICIA A. TURNER, Notary Public  
Lorain County, Ohio  
My Commission Expires Aug. 20, 1978

STATE OF OHIO )  
 )  
 ) SS:  
COUNTY OF LORAIN )

BEFORE ME, a Notary Public in and for said County and State, personally appeared THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOME-OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Ohio, by H. R. KOPF, JAMES A. JUDGE, ARTHUR ARMBRECHT its Trustees, 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 Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at AVON LAKE, Ohio, this 14<sup>TH</sup> day of SEPTEMBER, 1977.



PATRICIA A. TURNER, Notary Public  
Lorain County, Ohio  
My Commission Expires Aug. 20, 1978

## LEASE EXHIBIT "A"

for

THE LANDINGS RECREATION AREA

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as part of Original Avon Township Section No. 18, and more definitely described as follows:

Beginning at a point on the Easterly right-of-way line of Avon Belden Road at the Southwesterly corner of Sublot No. 716 of Lawrence Subdivision No. 1, as recorded in Plat Volume 17, Page 40 of the Lorain County Plat Records;

Thence South  $89^{\circ} 49' 37''$  East along the Southerly line of Sublot No. 716 and the Easterly extension thereof, a distance of 224.83 feet to a point;

Thence North  $45^{\circ} 00' 23''$  East, a distance of 134.98 feet to a point;

Thence South  $89^{\circ} 50' 23''$  East, a distance of 277.69 feet to a point.

Thence South  $00^{\circ} 10' 23''$  West, a distance of 338.34 feet to a point;

Thence North  $89^{\circ} 49' 37''$  West, a distance of 462.38 feet to a point on the Easterly line of Sublot No. 719 of Lawrence Subdivision No. 1;

Thence North  $00^{\circ} 10' 23''$  East along the Easterly line of Sublot No. 719 through 717 to a point at the Northeasterly corner of Sublot No. 717;

Thence North  $89^{\circ} 49' 37''$  West along the Northerly line of Sublot No. 717, a distance of 135.00 feet to a point on the Easterly right-of-way line of Avon Belden Road;

Thence North  $00^{\circ} 10' 23''$  East along the Easterly right-of-way line of Avon Belden Road, a distance of 60.00 feet to the place of beginning.

Containing within said bounds 3.467 acre, be the same more or less, but subject to all legal highways.

NOTE: Said parcel encloses a 60-foot-wide strip of land reserved for street purposes as shown in Lawrence Subdivision No. 1, as recorded in Plat Volume 17, Page 40 of the Lorain County Plat Records.

LEASE EXHIBIT "A"

for

THE LANDINGS COMMON STREET AREA

SOUTH SECTION

Situated in the City of Avon Lake, County of Lorain and State of Ohio, being known as a part of Avon Township Sec. No. 18, and bounded and described as follows:

Beginning at a point in the northerly right-of-way line of Walker Road at the southwesterly corner of Sublot No. 1 of the Landings Subdivision No. 1, as recorded in Plat Vol. 31, Pages 48-50 of the Lorain County Plat Records;

Thence North  $00^{\circ} 09' 37''$  West along the westerly line of Sublot No. 1 and its northerly extension, a distance of 345.00 feet to a point;

Thence North  $89^{\circ} 50' 23''$  East, a distance of 7.50 feet to the principal place of beginning;

Thence North  $00^{\circ} 10' 23''$  East, a distance of 90.21 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 54.98 feet to a point of tangency; said curve having a radius of 70.00 feet, a central angle of  $45^{\circ} 00' 00''$  and a chord of 53.58 feet which bears North  $22^{\circ} 40' 23''$  East;

Thence North  $45^{\circ} 10' 23''$  East, a distance of 285.10 feet to a point;

Thence North  $89^{\circ} 50' 23''$  East, a distance of 68.42 feet to a point;

Thence South  $00^{\circ} 09' 37''$  East, a distance of 20.00 feet to a point;

Thence South  $89^{\circ} 50' 23''$  West, a distance of 60.02 feet to a point;

Thence South  $45^{\circ} 10' 23''$  West, a distance of 276.89 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 39.27 feet to a point of tangency; said curve having a radius of 50.00 feet, a central angle of  $45^{\circ} 00' 00''$ , and a chord of 38.27 feet which bears South  $22^{\circ} 40' 23''$  West.



## LEASE EXHIBIT "A"

for

THE LANDINGS COMMON STREET AREA

(Continued)

Thence South  $00^{\circ} 10' 23''$  West, a distance of 90.09 feet to a point;

Thence South  $89^{\circ} 50' 23''$  West, a distance of 20.00 feet to the principal place of beginning:

Containing within said bounds 0.222 acres, be the same more or less, but subject to all legal highways and easements of record.

NORTH SECTION

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as part of Original Avon Township Section Number 18, and bounded and described as follows:

Beginning at a point in the easterly right-of-way line of Avon Belden Road, at the southwesterly corner of Sublot 716 of Lawrence Subdivision Number 1, as recorded in Volume 17, Page 40 of the Lorain County Record of Plats;

Thence South  $00^{\circ} 10' 23''$  West, along the easterly right-of-way line of Avon Belden Road, a distance of 20.00 feet to the principal place of beginning;

Thence continuing South  $00^{\circ} 10' 23''$  West, along the easterly right of way line of Avon Belden Road, a distance of 20.00 feet to a point;

Thence South  $89^{\circ} 49' 37''$  East, a distance of 160.94 feet to a point;

Thence North  $00^{\circ} 10' 23''$  East, a distance of 40.00 feet to a point;

Thence North  $05^{\circ} 40' 23''$  East, a distance of 135.90 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 124.44 feet to a point of tangency; said curve having a radius of 115.00 feet, a central angle of  $62^{\circ}$ , and a chord of 118.46 feet which bears North  $36^{\circ} 40' 23''$  East;

LEASE EXHIBIT "A"

for

THE LANDINGS COMMON STREET AREA

(Continued)

Thence North 67° 40' 23" East, a distance of 277.55 feet to a point;

Thence South 67° 19' 37" East, a distance of 338.70 feet to a point;

Thence North 54° 50' 23" East, a distance of 30.26 feet to a point;

Thence North 35° 09' 37" West, a distance of 35.00 feet to a point;

Thence South 54° 50' 23" West, a distance of 28.65 feet to a point;

Thence North 67° 19' 37" West, a distance of 318.22 feet to a point;

Thence South 67° 40' 23" West, a distance of 285.85 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 146.08 feet to a point of tangency; said curve having a radius of 135.00 feet, a central angle of 62°, and a chord of 139.06 feet which bears South 36° 40' 23" West;

Thence South 05° 40' 23" West, a distance of 137.82 feet to a point;

Thence South 53° 40' 23" West, a distance of 33.62 feet to a point;

Thence North 89° 49' 37" West, a distance of 113.82 feet to the principal place of beginning;

Containing within said bounds 0.5101 acres, be the same more or less, but subject to all legal highways.

LEASE EXHIBIT "A"  
for  
THE LANDINGS PARK AREAS

(Heider-Ditch Recreation Area Parcel I and Parcel II)

PARCEL I

Situated in the City of Avon Lake, County of Lorain and State of Ohio, being part of the Original Avon Township Sec. 18, and more definitely described as follows:

Beginning at a point in the southeasterly corner of Sublot No. 184 of Avon Center Estates Subdivision No. 1, as recorded in Plat Vol. 12, Page 19 in the Lorain County Plat Records;

Thence South  $00^{\circ} 30' 32''$  East, a distance of 62.07 feet to a point;

Thence South  $46^{\circ} 44' 23''$  West, a distance of 109.81 feet to a point in a curve;

Thence in the arc of a curve which deflects to the right, a distance of 30.47 feet to a point. Said curve having a radius of 50.00 feet, a central angle of  $34^{\circ} 54' 55''$ , and a chord of 30.00 feet which bears South  $43^{\circ} 15' 37''$  East;

Thence North  $46^{\circ} 44' 23''$  East, a distance of 70.94 feet to a point;

Thence North  $89^{\circ} 29' 28''$  East, a distance of 100.00 feet to a point;

Thence South  $00^{\circ} 30' 32''$  East, a distance of 153.48 feet to a point;

Thence South  $34^{\circ} 11' 51''$  West, a distance of 133.87 feet to a point;

Thence South  $14^{\circ} 28' 20''$  East, a distance of 138.03 feet to a point;

Thence South  $75^{\circ} 21' 44''$  West, a distance of 135.00 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right a distance of 25.27 feet to a point. Said curve having a radius of 50.00 feet, a central angle of  $28^{\circ} 57' 18''$  and a chord of 25.00 feet which bears South  $00^{\circ} 09' 37''$  East;

Thence South  $75^{\circ} 40' 58''$  East, a distance of 135.00 feet to a point;

LEASE EXHIBIT "A"  
for  
THE LANDINGS PARK AREAS  
(Continued)

Thence South 29° 48' 33" West, a distance of 154.39 feet to a point;

Thence South 00° 09' 37" West, a distance of 148.61 feet to a point on a curve;

Thence in the arc of a curve which deflects to the left a distance of 60.85 feet to a point of tangency. Said curve having a radius of 250.00 feet, a central angle of 13° 56' 43" and a chord of 60.70 feet which bears North 76° 48' 45" East;

Thence North 69° 50' 23" East, a distance of 121.85 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 106.32 feet to a point of tangency. Said curve having a radius of 310.00 feet, a central angle of 19° 39' 05", and a chord of 105.80 feet which bears North 79° 39' 56" East;

Thence North 89° 29' 28" East, a distance of 7.83 feet to a point;

Thence North 00° 30' 32" West, a distance of 138.00 feet to a point;

Thence South 89° 29' 28" West, a distance of 23.77 feet to a point;

Thence North 00° 30' 32" West, a distance of 136.00 feet to a point;

Thence North 77° 57' 15" East, a distance of 110.00 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 20.14 feet to a point. Said curve having the radius of 50.00 feet, a central angle of 23° 04' 26", and a chord of 20.00 feet which bears North 00° 30' 32" West;

Thence North 78° 58' 19" West, a distance of 110.00 feet to a point;

Thence North 00° 30' 32" West, a distance of 136.00 feet to a point;

LEASE EXHIBIT "A"  
for  
THE LANDINGS PARK AREAS  
(Continued)

Thence North 89° 29' 28" East, a distance of 109.00 feet to a point;

Thence North 00° 30' 32" West, a distance of 136.00 feet to a point;

Thence North 77° 57' 15" East, a distance of 110.00 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 20.14 feet to a point. Said curve having a radius of 50.00 feet, a central angle of 23° 04' 26", and a chord of 20.00 feet which bears North 00° 30' 32" West;

Thence North 78° 58' 19" West, a distance of 110.00 feet to a point;

Thence North 00° 30' 32" West, a distance of 136.00 feet to a point on the southerly line of aforementioned Avon Center Estates Subdivision No. 1;

Thence South 89° 29' 28" West, a distance of 340.79 feet to the place of beginning;

Containing within said bounds 5.245 acres, be the same more or less, but subject to all legal highways and easements of record.

PARCEL II

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and being known as part of the Original Avon Township Sec. No. 18, and more definitely described as follows:

Beginning at a point on the northerly right-of-way line of Walker Road at the southwesterly corner of Sublot No. 10 of Landings Subdivision No. 1 as recorded in Plat Vol. 31, Pages 48-50 of the Lorain County Plat Records;

Thence North 12° 22' 08" East along the westerly line of Sublot No. 10, a distance of 153.66 feet to a point at the northwesterly corner of Sublot No. 10;

Thence North 89° 50' 23" East along the northerly line of Sublots 10-18, inclusive, a distance of 961.67 feet to a point on the westerly right-of-way line of Armour Road, 60 feet wide;

LEASE EXHIBIT "A"  
for  
THE LANDINGS PARK AREAS  
(Continued)

Thence North 00° 09' 37" West, along the westerly right-of-way line of Armour Road, a distance of 35.01 feet to a point on the southerly line of lands conveyed to the City of Avon Lake, as recorded in Deed Volume 1089, Page 277, of the Lorain County Deed Records. Said parcel also being known as a ditch right-of-way;

Thence South 89° 50' 23" West, along the southerly line of the City of Avon Lake's ditch right-of-way parcel, a distance of 1,003.09 feet to a point;

Thence North 07° 44' 23" East, along the westerly line of ditch right-of-way, a distance of 148.71 feet to a point;

Thence South 82° 15' 37" East, along the northerly line of ditch right-of-way, a distance of 50.00 feet to an angle point;

Thence South 41° 12' 37" East, continuing in the northerly line of ditch right-of-way parcel, a distance of 119.91 feet to a point;

Thence North 89° 50' 23" East, along the northerly line of ditch right-of-way parcel, a distance of 15.00 feet to a point;

Thence North 00° 30' 32" West, a distance of 125.59 feet to a point;

Thence South 89° 29' 28" West, a distance of 24.70 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 85.75 feet to a point of tangency. Said curve having a radius of 250.00 feet, a central angle of 19° 39' 05", and a chord of 85.33 feet which bears South 79° 39' 56" West;

Thence South 69° 50' 23" West, a distance of 116.74 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 30.54 feet to a point of tangency. Said curve having a radius of 25.00 feet, a central angle of 70° 00' 00", and a chord of 28.68 feet which bears South 34° 50' 23" West;

Thence South 00° 09' 37" East, a distance of 146.94 feet to a point in the northwesterly corner of Sublot No. 806 of the Lawrence

LEASE EXHIBIT "A"  
for  
THE LANDINGS PARK AREAS  
(Continued)

Subdivision No. 2, as recorded in Plat Vol. 18, Page 13 of the Lorain County Plat Records;

Thence North 89° 50' 23" East, along the northerly line of Sublot No. 806, a distance of 90.00 feet to the point in the northeasterly corner of Sublot No. 806;

Thence South 12° 22' 08" West, along the easterly line of Sublot No. 806, a distance of 138.29 feet to a point on the northerly right-of-way line of Walker Road;

Thence North 89° 50' 23" East, along the northerly right-of-way line of Walker Road, a distance of 20.00 feet to the place of beginning;

Containing within said bounds 1.196 acres, be the same more or less, but subject to all legal highways and easements of record.

RECEIVED FOR RECORD

AT 9:13 A.M.

SEP 19 1977

RECORDED IN LORAIN  
COUNTY RECORDS

Deed Vol 1186 Page 793

DOROTHY L. ESSEX  
Lorain County Recorder

FILM ROLL NO. 1646

52.00  
50  
52.50

Box: Lorain County  
Title Co

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