

9509-11574

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**Declaration of Covenants, Conditions  
& Restrictions**

*of*  
**"CALI WOODS"**  
*Subdivision*

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**THIS DEED OF DECLARATION OF RESTRICTIONS** of "Cali Woods" subdivision is made on this 21st day of November, 1995, by Cali Woods Inc., an Ohio Corporation, hereinafter referred to as "Declarant"

**WITNESSETH:**

WHEREAS, Declarant owns in fee simple, certain real property situated in the Township of Concord, County of Lake, State of Ohio (hereinafter referred to as the "Premises"), and described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, Declarant proposes to develop and improve the premises for single family residential purposes and to convey the various lots hereinafter designated for the anticipated construction by third parties of dwellings

WHEREAS, the Premises will be subdivided into forty-two (42) building lots as set forth upon the CALI WOODS subdivision plot plan filed with the Planning Commission of Lake County, Ohio

NOW THEREFORE, Declarant declares that the real property shall be subject to the covenants and restrictions, hereinafter referred to as "Restrictions", set forth below expressly and exclusively for the use and benefit of the real property and of each and every person or entity who now, or in the future owns any portion or portions of the real property, and

RECORDED

DECLARANT adopts the covenants, agreements, restrictions, provisions, conditions and changes hereinafter set forth and reserves and grants the easements hereinafter set forth for the purpose of establishing a common plan for the design, size and development of the \_\_\_\_\_ acre parcel acquired by Declarant and described above. Each grantee of any interest in the real property, by their acceptance of a deed for acceptance of the Restrictions and Covenants and agrees with Declarant as the owner of an interest in adjoining property and for the benefit of all persons subsequently acquiring or entitled to hold any interest in the property being developed or in any other property now or hereafter made subject to these Restrictions to build, use, develop, occupy and convey such interest within such development subject to the following Restrictions, all of which shall run with the land and shall apply to, be binding upon and inure to the benefit of Declarant and any persons or entities holding, subsequently acquiring or entitled to hold any interest in the real property or in any property now or hereafter made subject to the Restrictions which are as follows:

**ARTICLE 1:**

The Premises shall meet all building codes followed by Concord Township, and also comply with all deed restrictions enforced by Concord Township. All septic systems must be maintained and comply with all Lake County General Health District regulations.

**ARTICLE 2:**

An invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

**ARTICLE 3:**

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

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**ARTICLE 4:**

The Declarant shall cause to be formed an unincorporated or incorporated association, organized not-for-profit, to be called CALI WOODS HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association"). The Association shall be responsible for the inspection of the individual on-lot sewage system serving each subplot, hereinafter referred to as "system" as provided herein. Such inspection shall be performed in accordance with the Lake County General Health District requirements, as now in effect or as may be from time to time amended.

By acceptance of a deed, each subplot owner shall become and remain a member of the Association whose membership shall consist of the record owners of the building lots in CALI WOODS subdivision. By acceptance of a deed, whether by operation of law or otherwise, each subsequent owner is bound to become a member of other interest in the real property subject to these restrictions, each owner and/or subsequent owner consents to becoming a member of the Association provided that if more than one person or entity is the owner of any portion of the real property such joint owners shall collectively have one (1) vote on all matters to be voted upon by the members of the Association. The Association shall initially adopt such By-Laws as Declarant shall determine, which By-Laws may be amended from time to time, and shall conduct its affairs in such manner as its members and trustees shall determine provided, however, that no By-Laws shall be adopted or other action taken which would conflict with these Restrictions.

The Association has or will assume responsibility for the inspection of each system, and shall conduct inspections of each system semi-annually. A written report of the semi-annual inspection shall be produced, and a copy submitted to the Lake County General Health District, the Association and the lot owner. In the event that maintenance, repair or replacement of any system is found to be necessary as a result of the routine inspection conducted by the Association, or the Lake County General Health District or its successors, the Association shall have the responsibility, after a sixty (60) day written notice to the owner to maintain, repair or replace the system and bill homeowner for work performed, unless an extension of time is granted by the Lake County General Health District.

The inspection shall be performed only by "qualified" individuals. A qualified individual shall be defined as a person having such qualifications and/or licenses as the Lake County General Health District or its successors, may reasonably adopt from time to time, and shall be trained and/or certified by the manufacturer(s) of the aeration system(s).

The Association shall have the authority to order and contract for on behalf of the Owner for the Maintenance, repair or replacement of any system which needs maintenance, repair or replacement as a result of the failure by the owner to comply with the lawful orders of the Lake County General Health District. The full cost of such maintenance and/or repair shall be borne by the Owner. The Association shall have the authority to hire legal counsel to recoup all costs, including legal fees, to maintain, repair or replace any system in need thereof.

By acceptance of a deed for a building lot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner consents to the entry upon the owner's property by the Association, its agents or employees to perform such inspections, maintenance, repairs or replacement, and waives any right the owner may have to object to such entry upon the property, provided, however, that such entry upon the property by the Association, its agents or employees shall be reasonable in all respects. Declarant further reserves to the Association such easements as may be necessary to perform such inspections, maintenance, repairs or replacements as may become necessary to keep the system in proper working order.

By acceptance of a deed for a subplot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner waives any rights or claims the owner may then or at any time in the future have against the Lake County General Health District and/or Declarant which results from the approval by Lake County General Health District of the systems being used by each subplot.

The owner of each subplot shall pay as annual dues to the Association the sum of (\$275.00), for the following services: (\$120.00 for Lake County General Health Inspection of Septic System, \$55.00 for Landscape or Maintenance of Common Areas, \$100.00 for Gas Lights) which may be increased or decreased from time to time to reflect an amount not less than two times the cost determined by the Association for the semi-annual inspections. The first such annual dues shall be due and payable upon construction and occupancy of the dwelling on a pro-rata basis for the calendar year of occupancy and shall be paid annually on the first (1st) of January thereafter. The Association shall use funds

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accumulated through dues for inspection and for administration of the Association's affairs, including legal and accounting fees and any other directly related expenses necessary to accomplish the Association's purposes, including landscape maintenance of entrances and any common areas.

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The following provisions shall also constitute restrictions to which each lot is subject and which must be complied with by the owner of each lot prior to or in the construction of a residence on the lot.

- (a) Each lot will be considered separately for the installation of an individual household sewage disposal system. If a lot is found to be unsuitable, a sewage disposal system installation permit will not be issued and the lot will be considered unbuildable.
- (b) A backhoe will be provided at the request of the Lake County General Health District for any and all lots to confirm soil types and/or to determine the depth to bedrock or ground water table.
- (c) The Subdivision of lots shall be constructed in accordance with the approved plan Site plans for each sewage system must be reviewed and approved by the design engineer (LDC, Inc.). All changes must be reported to and approved by the Lake County General Health District. All sewage systems shall be installed or replaced by a registered sewage installer.
- (d) Each residence constructed on a lot within the proposed subdivision of lots must utilize water saving toilets, shower heads and faucets.
- (e) A sewage disposal system installation permit must be obtained for each lot. Prior to permit issuance, a site inspection will be conducted by a representative of the Lake County General Health District. Once the type, size and location of the sewage disposal system to be utilized is determined, the applicant must submit a plot plan drawn by a registered engineer or surveyor depicting the location and design of the sewage disposal system, house location, existing and final grades, downspout drainage and any other information deemed necessary by the Lake County General Health District and the design engineer (LDC, Inc.).
- (f) Drainage improvements or changes from existing grade notes on the approved plan shall be installed prior to sewage disposal system installation permit issuance.
- (g) Off-lot disposal of sewage effluent will not be permitted.

- (h) Trees on the east, west and north sides of the sewage disposal system will be cleared to allow the system to receive at least eight (8) hours of sun a day.
- (i) The minimum elevation of the splitter box used in the sewage disposal system shall be six (6) inches above the finish grade of the individual trenches.
- (j) All laws and rules of the Lake County General Health District and the Ohio Department of Health pertaining to individual sewage disposal and water supply systems shall be followed.
- (k) All sewage effluent lift pumps must be designed to lift residential sewage effluent to meet the necessary head and rate requirements. Check valves must be used. A visual or audible alarm must be placed in the building served by the pump to indicate any electrical or mechanical failure. The pump must be readily removable from the manhole in case of pump failure.
- (l) Systems shall be installed only by installers approved by the Lake County General Health District.
- (m) Systems shall be designed in accordance with the plans and specifications approved by the Lake County General Health District.
- (n) No open burning will occur during land development or construction.
- (o) A copy of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall be furnished to the purchaser of each lot within the subdivision of lots prior to the sale of a lot and receipt shall be acknowledged in the sales agreement.
- (p) The deed restrictions contained in Article 4 shall remain in force and apply to each lot until the lot, if ever, is served by a sanitary sewer system.
- (q) When the lots are served by a sanitary sewer system they can be divided into smaller lots. When dividing the lots, the sizes must meet the approval and be in accordance with the Concord Township guide lines.

The Association shall be responsible for the maintenance, repair, replacement and inspection of the storm detention facilities servicing the Subdivision and of any common or green areas located within the Subdivision, including but not limited to such maintenance, repair, replacement and inspection, as shall from time to time be required by the Township of Concord. The owner of each Sublot shall be responsible for and shall pay for his or her prorata share of the cost of such maintenance, repairs, replacements and inspections.

Any claim hereunder for dues, maintenance, repair and or replacement by the Association which is not paid to the Association within thirty (30) days from the date of billing shall be an obligation of the owner(s) of the subject and shall become a secured obligation and a lien on the owner's property, and shall attach thereto, effective upon, and from the time of recording of an AFFIDAVIT TO OBTAIN MECHANIC'S LIEN in the office of the Recorder of Lake County, Ohio. Service of a copy of the AFFIDAVIT TO OBTAIN A MECHANIC'S LIEN shall be required to be made by regular U.S. Mail, postage prepaid, to the tax mailing address of the owner. All costs and expenses including attorney's fees of the filing and service of the AFFIDAVIT TO OBTAIN A MECHANIC'S LIEN shall be included in the principal amount of the mechanic's lien, along with interest at the rate of ten percent (10%) per annum, or the then legal rate, whichever shall be greater. This shall not however prevent the Association from obtaining any other lien in any manner permitted by law.

The lien provided for in this paragraph of these Restrictions shall have priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide mortgages which have theretofore filed for record, and may be foreclosed in the same manner as a mortgage in an action brought by the Association.

#### ARTICLE 5:

If all or any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence and dispatch, to rebuild, repair or reconstruct such dwelling in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the occurrence of the casualty and shall be completed within eighteen (18) months after the occurrence of the casualty, unless prevented by causes beyond the control of the owner.

**ARTICLE 6:**

In the event of a breach, or attempted or threatened breach by any owner of a building lot or of any of the terms, covenants and conditions hereof, any one or all of the owners of any building lots or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, except that no owner of a building lot may terminate this Agreement with respect to its building lot because of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of the building lots or of the Declarant.

All costs and expenses (including attorneys fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting owner upon which the Declarant shall have the right to file suit for same and/or impose a lien, until paid, against the real estate or the interest of such defaulting owner as of the date it was deeded, leased, signed conveyed or contracted for in violation of the Declaration, effective upon recording of an AFFIDAVIT TO OBTAIN A MECHANIC'S LIEN thereof in the office of the Recorder of Lake County, Ohio. The remedies of any one or all such owners of building lots or of the Declarant specified herein shall be cumulative as to each and as to all other permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights or easements shall in no event be construed, taken or held to be a waiver thereof.

**ARTICLE 7:**

While Declarant is the owner of any of the building lots in the Cali Woods subdivision, no modifications or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of Declarant. So long as Declarant is the owner of any of the building lots in Cali Woods subdivision, Declarant reserves the right to modify or waive any or all of the Cali Woods subdivision restrictions as to any individual building lot or as to all building lots, as the Declarant, in its sole discretion, deems advisable. When the Declarant no longer is the owner of any lots in this subdivision, the right to modify, amend and enforce these deed restrictions shall automatically inure to and vest in the Cali Woods Homeowners Association, or its successor.

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**ARTICLE 8:**

This Declaration shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Lake County Recorder's office and for twenty (20) years thereafter, and shall be automatically extended for successive ten (10) year periods thereafter, unless on or before expiration of one such extension period the owners of a majority of the building lots shall be written instrument, duly recorded, declare a termination of the same. Notwithstanding the provisions of Article 7, the Deed Restrictions contained in Article 4 shall continue to apply to each subplot until the subplot, if ever, is tied into a sanitary sewer system.

**ARTICLE 9:**

The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration shall be deemed to be covenants running with the land herein described as the Premises, and not conditions and shall bind Declarant and all owners of building lots, their respective heirs, successors and assigns. This Declaration shall create privity of contract and/or estate with and among all owners of all or any part of the Premises, their heirs, executors, administrators, successors or assigns.

**ARTICLE 10:**

1. Each Sublot shall be used exclusively for single family residential purposes, including such incidental, non commercial uses as are normally associated therewith and not expressly prohibited by these Restrictions.
2. **Architectural Review Committee**
  - a) The Architectural Review Committee (ARC) is hereby established under the direction of the CALE WOODS HOME OWNERS ASSOCIATION. The ARC is composed of professional consultants and staff management members.  
The Architectural Review Committee approval is required before construction is initiated. The Builder must submit for review all data (final sheets attached) as required for compliance. Complete plans must be submitted to the ARC before applying to the City for a permit.  
No Log Homes or Geodesic Homes are permitted.

Brick to grade on front elevation

Architectural shingles 215 lb (Woodline) or comparable are the only roofing material that is acceptable

No vinyl chimneys are acceptable within the front or side elevations. Rear chimneys covered in vinyl will be considered, although not recommended.

Plans to be approved shall be complete and accurately depict the unit being constructed. All changes involving design, color or materials must be resubmitted for approval before installation. All work shall comply with the approved documentation.

**b) Drainage and Grading**

The Builder shall grade in accordance with the overall drainage plan and other criteria provided by the developer. Drainage and grading shall meet all requirements of the proper government agencies.

**c) Landscaping**

All landscaping must be complete within 6 months of occupancy, weather permitting, a one year maximum.

**Tree Removal:** In reviewing the building plans, the ARC shall consider and encourage the Builder to retain all natural vegetation existing on the property. Existing plants deemed unacceptable shall be required to be removed.

**d) Front Elevations**

Similar elevations shall not be constructed within 250 feet of each other. The same color plan may be repeated within this distance; however, a different elevation is required. Any proposed building must be in harmony with the architecture of buildings on neighboring properties.

**e) Mailboxes and Posts**

To assure compatibility with the community theme, the developer has custom designed mailboxes which are provided at a nominal cost.

**g) Signs**

One Builder sign per lot. No larger than 36" x 36". Except Model homes, which will be handled on an individual basis.

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3. Not more than one single family residence structure, together with other structures permitted by these Restrictions, shall be erected, reconstructed or suffered to remain upon any Sublot. Any such residence shall have a principal roof which is pitched at an angle of not less than 6'12 pitch, and shall not be more than two and one-half (2 1/2) stories or thirty (30) feet in height (measured from first floor grade level to highest roof pitch), whichever is less shall contain at least eighteen hundred (1800) square feet for a ranch and twenty four hundred (2400) square feet for a two story, of total living area. Such standard of minimum size shall be measured without inclusion of breezeways, porches, verandas, any basement or foundation "Crawl space" shall not be the ground floor or the first floor level.
4. Each residence shall have one (1) attached garage with total garage space limited to the parking of not less than two (2) automobiles. However each garage must be a side or rear entrance. No garage door can be visible to the street.
5. Each residence will have a gas light located within five (5) feet of the Right of Way.
6. No tent, trailer mobile home, outbuilding or living quarters accessory to the residence and garage shall be erected, reconstructed, placed or suffered to remain on any Sublot except the following: Such outbuildings as may be necessary or convenient for children's playhouses, for enclosure of family domestic animals, for storage of recreational vehicles, boats and similar equipment, for accommodation of guests or servants, for garden and storage, for fixed equipment enclosure, for use as a greenhouse for the occupants of the Sublot only, for other reasonable non-commercial uses not specifically prohibited in or pursuant to these Restrictions. A swimming pool together with appropriate machinery, equipment and enclosure, may be constructed and maintained on any Sublot. Any permitted outbuilding, shall be similar, compatible with or matching the exterior character, design and type of construction of the residence, the aggregate ground floor area of all unattached accessory buildings shall not exceed five percent (5%) of the area of any Sublot.

7. No permitted building or other structure shall be erected, reconstructed or permitted to remain on any Sublot except within an area and in accordance with the provisions of the then current zoning and building ordinances applicable in the Township of Concord, except pursuant to any variance therefrom granted by said Township of Concord. No permitted accessory structure or swimming pool shall be constructed, erected or suffered to remain, nor shall any vehicle, equipment or other chattel be stored, on any Sublot between the residence and any public or private street or upon which the Sublot fronts. Any recreational vehicle, truck trailer, mobile home or other similar equipment shall be stored so as to not be visible from any Sublot boundary.
8. All structures shall be maintained in good condition and repair. All exterior maintenance, repairs, additions and external improvements to any structure shall be done in a manner to conform in all particulars to the original structure and shall be done with the same or matching materials.
9. No animal of any kind shall be kept, harbored, or used on any Sublot except domestic cats, dogs and other household pets. No animal of any kind shall be kept, harbored, used or bred on any Sublot for commercial purposes or in connection with any business, trade or profession.
10. No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain on any Sublot unless and until the plans and specifications showing the size, height, type and material of construction thereof and the location of the same have been submitted to and approved by the Declarant as to the harmony of the external design, the location in relation to surrounding structures and topography and conformity with the common plan and these Restrictions. Thereafter, such structure shall be constructed in the approved location and in accordance with the approved plans and specifications.

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11. No nuisance, advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Sublot, nor shall the same be used in whole or part for any trade or in any way for any purpose which may endanger the health or unreasonably disturb the quiet of a holder of the adjoining land. Provided, that notwithstanding the foregoing, any advertising sign may be placed on any Sublot for the purpose of advertising said Sublot or a single family dwelling thereon for sale, provided that such sign shall be in compliance with all applicable municipal ordinances. Further, Declarant shall notwithstanding the foregoing, be entitled to maintain such advertising signs, billboards, etc. as it, in sole discretion, deems appropriate in order to promote the development of the Cali Woods Subdivision.
12. No part of any Sublot shall be used or maintained as dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure except in a sanitary, clean and covered container.
13. The tree upon each Sublot shall be maintained to the fullest extent possible. No trees shall be removed therefrom unless necessary for reasonable residential and related permitted usage or unless the same shall be diseased or damaged. Field, fruit and garden crops may be raised, but only for consumption by the residence of each Sublot. Every reasonable effort shall be made to protect and preserve the natural characteristics of the land and to avoid soil erosion and the introduction of any material or waste which will damage the soil or vegetation or contaminate the same or pollute the water table or any permanent or temporary streams of water courses or standing water.
14. A copy of this Declaration of Covenants, Conditions and Restrictions shall be furnished to the purchaser of each Sublot with the subdivision prior to the sale of a Sublot and receipt shall be acknowledged in the sales agreement.

As to the owner of each Sublot, these Restrictions shall be covenants running with the land and the breach thereof or the continuance of any such breach may be obtained by the Declarant or by the owner of any interest in the Sublot.

No delay or omission on the part of Declarant or the owners of the other Sublots in exercising any rights, power or remedy herein provided in the event of any breach of these Restrictions shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant for or on account of its failure to bring any action or account of any breach of these Restrictions or for imposing restrictions which may be unenforceable.

In the event any one or more of the Restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.



EXHIBIT "A"

Partel 1:

Situated in the Township of Concord, County of Lake and State of Ohio and known as being a part of Original Township Lot No. 10 and No. 8 in Tract No. 1 and further known as a part of a parcel of land conveyed to Joseph and Sarah L. Call by Deed recorded in Volume 490, Page 84 of Lake County Official Records and is further bounded and described as follows:

Beginning in the centerline of Concord Hamden Road aka State Route 608 at the Northeasterly corner of Sublot 18 of Far Hills Estates as shown by plat recorded in Volume "K", Page 58 of Lake County Plat Records:

Course I Thence South 50 deg. 24' 19'' East, along said centerline, a distance of 149.82 feet to the most Northwesterly corner of land conveyed to David A. and Eileen M. Fertal by Deed recorded in Volume 841, Page 1355 of Lake County Deed Records;  
Course II Thence South 17 deg. 04' 05'' West, along the Westerly line of land so conveyed to Fertal, a distance of 187.88 feet to the Southwesterly corner thereof;

Course III Thence South 50 deg. 25' 03'' East, along the Southerly line of land so conveyed to Fertal and the Southerly line of land conveyed to Michael P. Nunes by Deed recorded in Volume 750, Page 678 of Lake County Official Records, a distance of 261.71 feet to the Southeasterly corner of land so conveyed to Nunes lying in an angle point in the Westerly line of land conveyed to Anthony J. Torre by Deed recorded in Volume 495, Page 160 of Lake County Official Records;

Course IV Thence South 12 deg. 51' 25'' West, along said Westerly line, a distance of 215.16 feet to the most Southerly corner of land so conveyed to Torre also being the Southwesterly corner of land conveyed to Richard J. and Melissa A. Sukeena by Deed recorded in Volume 997, Page 1014 of Lake County Official Records;

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Course V Thence South 86 deg. 52' 50" East, along the Southerly line of land so conveyed to Sukeena and the Southerly line of land conveyed to Joan A. Hursh by Deeds recorded in Volume 778, Page 899 of Lake County Deed Records, Volume 251, Page 949 and Volume 779, Page 712 of Lake County Official Records, a distance of 476.43 feet to the Northwesterly corner of land conveyed to Charles E. and Shirley Smith by Deed recorded in Volume 807, Page 1334 of Lake County Deed Records;

Course VI Thence South 4 deg. 39' 12" West, along the Westerly line of land so conveyed to Smith, a distance of 216.86 feet to the Southwesterly corner thereof;

Course VII Thence South 67 deg. 20' 33" East, along the Southerly line of land so conveyed to Smith, a distance of 262.59 feet to the Southeasterly corner thereof lying in the Westerly line of land conveyed to Donald W. and Evelyn M. Smith by Deed recorded in Volume 832, Page 215 of Lake County Deed Records;

Course VIII Thence South 4 deg. 31' 34" West, along the Westerly line of land so conveyed to Donald W. and Evelyn M. Smith, the Westerly line of lands conveyed to Eric S. and Kathleen M. Cromwell by Deed recorded in Volume 133, Page 1018 of Lake County Official Records, Mary O. Fenzel by Deeds recorded in Volume 763, Page 1208 and Volume 817, Page 486 of Lake County Deed Records, Lester C. Green by Deed recorded in Volume 726, Page 333 of Lake County Deed Records, Stephen M. Clarke by Deed recorded in Volume 645, Page 943 of Lake County Official Records and Michael K. and Sandra M. Habina by Deed recorded in Volume 838, Page 367 of Lake County Deed Records, a distance of 1572.53 feet to the Northeasterly corner of land conveyed to Frank G. and Catherine J. Dagnan by Deed recorded in Volume 542, Page 11 of Lake County Deed Records;

Course IX Thence North 86 deg. 23' 18" West, along the Northerly line of land so conveyed to Dagnan and the Northerly line of lands conveyed to Chardon Methodist Church by Deed recorded in Volume 397, Page 276 of Lake County Official Records, a distance of 695.00 feet to a point;

Course X Thence North 19 deg. 47' 37" West a distance of 560.86 feet to a point;

Course XI Thence North 45 deg. 43' 27" West a distance of 253.84 feet to a point;

Course XII Thence North 39 deg. 42' 44" West a distance of

340.00 feet to a point;

Course XIII Thence North 13 deg. 00' 43'' West a distance of 240.00 feet to a point;

Course XIV Thence North 59 deg. 29' 29'' East a distance of 448.68 feet to a point;

Course XV Thence North 12 deg. 07' 02'' West a distance of 100.00 feet to a point of curvature;

Course XVI Thence Northerly along the arc of a curve deflecting to the right a distance of 16.34 feet said curve having a radius of 330.00 feet and a chord which bears North 10 deg. 41' 57'' West, 16.33 feet to a point of reverse curvature;

Course XVII Thence Northwesterly along the arc of a curve deflecting to the left a distance of 42.10 feet said curve having a radius of 30.00 feet and a chord which bears North 49 deg. 29' 02'' West, 38.73 feet to a point;

Course XVIII Thence North 0 deg. 18' 47'' East a distance of 60.00 feet to a point;

Course XIX Thence North 39 deg. 09' 27'' West a distance of 490.35 feet to a point lying in an Easterly line of Far Hills Subdivision as shown by plat recorded in Volume "V", Page 14 of Lake County Plat Records;

Course XX Thence North 39 deg. 35' 21'' East, along said Easterly line and the Easterly line of said Far Hills Estates, a distance of 911.67 feet to the place of beginning as described in June, 1995 by Earl T. Beckwith P.S. No. 7494 of LDC, Inc. and based on a boundary survey in April, 1993 by Rudy E. Schwartz, P.S. No. 7193 of IDC, Inc. of lands so conveyed to Joseph and Sarah Cali, b/s the same more or less, but subject to all legal highways, bearings used herein refer to an assumed meridian and are intended to indicate angles only.

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Parcel 2:

Situated in the Township of Concord, County of Lake and State of Ohio and known as being a part of Original Township Lot No. 8, No. 9 and No. 10 in Tract No. 1 and further known as a part of a parcel of land conveyed to Joseph and Sarah L. Call by Deed recorded in Volume 490, Page 84 of Lake County Official Records and is further bounded and described as follows:

Beginning in the centerline of Concord Hamden Road aka State Route 508 at the Northeastly corner of Sublot 18 of Far Hills Estates as shown by plat recorded in Volume "K", Page 58 of Lake County Plat Records; Thence South 39 deg. 35' 21" West, along the Easterly line of said Far Hills Estates and the Easterly line of Far Hills Subdivision as shown by plat recorded in Volume "V", Page 14 of Lake County Plat Records, a distance of 511.67 feet to the principal place of beginning of the premises herein intended to be described:

Course I Thence continuing South 39 deg. 35' 21" West, along said Easterly line of Far Hills Subdivision a distance of 140.00 feet to a Southeastly corner thereof;

Course II Thence North 56 deg. 01' 50" West, along the Southerly line of said Far Hills Subdivision, a distance of 354.70 feet to an angle point therein;

Course III Thence South 23 deg. 58' 30" East, along an Easterly line of said Far Hills Subdivision, a distance of 120.52 feet to a Southeastly corner thereof;

Course IV Thence North 86 deg. 46' 48" West, along a Southerly line of said Far Hills Subdivision, a distance of 186.99 feet to a Southwestly corner thereof;

Course V Thence North 3 deg. 48' 00" East, along a Westerly line of said Far Hills Subdivision, a distance of 110.00 feet to an interior corner thereof;

Course VI Thence North 86 deg. 10' 00" West, along a Southerly line of said Far Hills Subdivision, a distance of 744.77 feet to the Northeastly corner of Sublot 1 of Joseph Call Subdivision No. 1 as shown by plat recorded in Volume 13, Page 20 of Lake County Plat Records;

Course VII Thence South 3 deg. 50' 00'' West, along the Easterly line of said Sublot 1 and an Easterly line of land conveyed to Charles A. and Annette C. Pengal by Deed recorded in Volume 628, Page 920 of Lake County Official Records, a distance of 280.00 feet to an interior corner of land so conveyed to Pengal;

Course VIII Thence South 96 deg. 10' 00'' East, along a Northerly line of land so conveyed to Pengal, a distance of 33.00 feet to the Northeasterly corner thereof;

Course IX Thence South 3 deg. 50' 00'' West, along an Easterly line of land so conveyed to Pengal, a distance of 443.58 feet to the Southeasterly corner thereof lying in the Northerly line of land conveyed to David R. Leroy by Deeds recorded in Volume 517, Page 391 and Volume 883, Page 298 of Lake County Deed Records;

Course X Thence South 86 deg. 26' 30'' East, along the Northerly line of land so conveyed to Leroy, a distance of 710.76 feet to the Northeasterly corner thereof;

Course XI Thence South 4 deg. 05' 11'' West, along the Easterly line of land so conveyed to Leroy and the Easterly line of land conveyed to Vineta M. Killinen by Deed recorded in Volume 640, Page 298 of Lake County Deed Records, a distance of 1123.66 feet to the Northwesterly corner of land conveyed to Margaret H. Lintela and Joan C. Vlasak by Deed recorded in Volume 177, Page 392 of Lake County Deed Records;

Course XII Thence South 85 deg. 23' 18'' East, along the Northerly line of land so conveyed to Lintela and Vlasak and the Northerly line of land conveyed to Chardon Methodist Church by Deed recorded in Volume 397, Page 276 of Lake County Official Records, a distance of 1525.32 feet to a point;

Course XIII Thence North 19 deg. 47' 37'' West a distance of 560.86 feet to a point;

Course XIV Thence North 45 deg. 43' 27'' West a distance of 253.84 feet to a point;

Course XV Thence North 39 deg. 42' 44'' West a distance of 340.00 feet to a point;

Course XVI Thence North 13 deg. 00' 43'' West a distance of 240.00 feet to a point;

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Course XVII Thence North 59 deg. 29' 29" East a distance of 445.68 feet to a point;

Course XVIII Thence North 12 deg. 07' 02" West a distance of 100.00 feet to a point of curvature;

Course XIX Thence Northerly along the arc of a curve deflecting to the right a distance of 18.34 feet said curve having a radius of 330.00 feet and a chord which bears North 10 deg. 41' 57" West, 16.33 feet to a point of reverse curvature;

Course XX Thence Northwesterly along the arc of a curve deflecting to the left a distance of 42.10 feet said curve having a radius of 30.00 feet and a chord which bears North 49 deg. 29' 02" West, 38.73 feet to a point;

Course XXI Thence North 0 deg. 18' 47" East a distance of 60.00 feet to a point;

Course XXII Thence North 39 deg. 09' 27" West a distance of 490.35 feet to the place of beginning as described in June, 1995 by Earl T. Beckwith P.S. No. 7494 of LDC, Inc. and based on a boundary survey in April, 1993 by Rudy E. Schwartz, P.S. No. 7193 of LDC, Inc. of lands so conveyed to Joseph and Sarah Cali, be the same more or less, but subject to all legal highways, bearings used herein refer to an assumed meridian and are intended to indicate angles only.