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 LAKE COUNTY OHIO  
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 FRANK A SUPONCIC  
 LAKE COUNTY RECORDER  
 REC. FEE: \$800  
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**NOBLE RIDGE ESTATES**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

It shall be the responsibility of the Developer to initiate and complete the formation of the Noble Ridge Estates Homeowners Association, at that point in time when not less than twenty (20) nor more than forty (40) of the lots have been developed and sold.

The Developer shall notify all owners of record and all persons residing on the property of a meeting to organize, incorporate and elect officers for the Noble Ridge Estates Homeowners Association.

**ARTICLE I  
 MEMBERSHIP AND VOTING RIGHTS**

Section 1. The owner or owners of record of each subplot in any phase of Noble Ridge Estates, shall automatically become a member of the Noble Ridge Estates Homeowners Association, an incorporated non-profit organization formed under the laws of the State of Ohio for purposes set forth in Article II and shall be entitled to participate in the operation of the Association and shall be bound by the regulations and restrictions set forth herein. Said regulations and restrictions shall be binding on all successors and assigns, occupants or renters. Membership in the Association shall lapse and terminate when an owner ceases to be the owner of record.

Section 2. Each lot shall have one vote, which shall be exercised by the owner or owners of record unless said owner or owners assigns the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President/Secretary of the Association. Renters shall not have voting rights unless duly assigned to them by the owner of the property.

CHICAGO TITLE INSURANCE CO  
 Order No. P-23330938  
 ACCOM. 1

**ARTICLE II**  
**PURPOSE**

The Association shall be formed for the following purposes:

1. To accept ownership or easements of the real estate along with any improvements or equipment located or to be located thereon; as shown on the Noble Ridge Estates plat.
2. To maintain such real estate for the use and benefit of the members of the Association and further to provide for the perpetual maintenance of entrance plantings, subdivision signs, fences, and all facilities and structures erected thereon.
3. To represent and promote the welfare of the residents of all Noble Ridge Estates as aforesaid generally; and to cooperate with the officials of the township, county, state and other public authority for the promotion and betterment of the interests of the said Subdivisions as aforesaid, including, without limitation, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate township, county or state authority requesting said dedication or easement in any part of the real estate located in the Subdivisions as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements.

**ARTICLE III**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the subdivision and for

the improvement and maintenance of the Noble Ridge Estates ponds, drainage ways, landscaping, subdivision signs, fences, and other items, which are the responsibility of the Association.

Section 3. Minimum Annual Assessment. The annual assessment for each lot shall be \$150.00. The annual assessment may be increased or decreased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that an increase may not exceed ten percent (10%) of the previous year's assessment. Increases in excess of ten percent (10%) for any one calendar year shall be made only if approved by two-thirds (2/3) vote of the voting members. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment.

Section 4. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and shall be collected at regular intervals. Said interval shall not be more frequent than monthly, not less frequently than annually provided, however, that nothing herein shall prohibit prepayment of assessments.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on a date to be determined by the Board of Directors, but not later than April 1, 2004. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot has been paid. For purposes of this document, the annual assessment period shall be the calendar year.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum plus reasonable attorneys fees, if any. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest, costs, and reasonable attorney's fees, may be filed with the Recorder of Lake County, Ohio, pursuant to

authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other chief officer of the Association. The Association may take appropriate legal action to collect the delinquent liens, including but not limited to foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 8. Major Improvements. All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of two thirds (2/3) of the total voting membership of the Association and the membership shall be assessed for the same.

Section 9. Exempt Property. The following property shall be exempt from assessments created herein:

1. All properties dedicated to and accepted by local public authorities.
2. Any vacant land owned by the Noble Ridge Estates Homeowners Association.
3. Vacant lots owned by builders, the first 24 months after transfer.
4. Vacant lots owned by Driftwood Properties Limited.

**ARTICLE IV**  
**BUILDING AND LAND USE RESTRICTIONS**

1. As part of the consideration for the conveyance of the Premises by Seller to Purchasers, Purchasers for themselves, their heirs, executors, administrators and assigns, hereby covenant with the for the benefit of the Seller, its successors and assigns, any present or future owners of sublots comprising all Noble Ridge Estates and their respective heirs, executors, administrators, successors and assigns of each of them, to hold and use the Premises, and any portion thereof, in accordance with, and subject to the following covenants, rights, terms, reservation, limitations, agreements and restrictions which shall run with the land and are imposed for the uniform and orderly development of all Noble Ridge Estates.
  
2. All lots in Noble Ridge Estates shall be known as single family residential lots and no building or structure shall be placed or constructed thereon unless it meets the following area requirements:
  - a. Two Thousand Three Hundred (2,300) square feet of living area for a one story ranch dwelling exclusive of garages, porches or basement area.
  - b. Two Thousand Six Hundred (2,600) square feet of living area for a one and a half store dwelling exclusive of garages, porches, or basement area.
  - c. Three Thousand (3,000) square feet of living area for a two story colonial dwelling exclusive of garages, porches, or basement area.
  - d. Three Thousand One Hundred (3,100) square feet of living area for a split level dwelling exclusive of garages, porches or basement area, but including the lower level living area, which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.
  - e. Three Thousand Three Hundred (3,300) square feet of living area for a bi-level dwelling exclusive of garages, porches or basement area, but including the lower level living area, which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.

3. Due to the unique character of Noble Ridge Estates Subdivision, and in the interest of establishing the most appropriate grade and elevation of each home in Noble Ridge Estates, the Purchaser will provide at Purchaser's expense a survey, topographic survey and site plan for the Purchaser's home to the Noble Ridge Estates Review Committee c/o Driftwood Properties Limited @ 482 Blackbrook Road, Painesville, Ohio 44077. This plan shall be approved by a Review Committee to be established by Driftwood Properties and returned to Purchaser with approval or comments within 30 days of receipt. Upon request, Seller will provide a preliminary approval of the purchaser's proposed building plan at no expense to purchaser.
4. No building, fence, wall or other structures shall be commenced or erected in Noble Ridge Estates Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Review Committee. Drawing and information should be submitted to Noble Ridge Estates Review Committee c/o Driftwood Properties Limited, 482 Blackbrook Road, Painesville, Ohio 44077. In the event the Review Committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fulfilled.
5. It is the responsibility of every Purchaser to execute and file a NOTICE OF INTENT for their individual building lot with the Ohio Environmental Protection Agency prior to the commencement of any clearing or construction activity or within 90 days of transfer, whichever occurs first. The N.O.I. form is attached and seller will assist with preparation. The Purchaser assumes responsibility for storm water control and silt and erosion control with respect to each lot from the date of transfer of ownership. This provision shall apply to all Purchasers of a vacant lot. Information regarding the Grading Plan and Storm Water Pollution Control Plan is available to Purchaser upon request.

6. Each dwelling will have a minimum of a two & one-half (2.5) car attached garage. Side load, rear load or internal garages are preferred. However, front load garages will be considered for approval by the Noble Ridge Review Committee.
7. Lawns and shrubbery between the roadway and dwelling shall be installed within six (6) months after the occupancy permit of dwelling is issued, or twelve (12) months after the external completion of the dwelling whichever occurs first.
8. The square footage of the front elevation, exclusive of window and door openings shall be a minimum of 50% brick or stone. All exterior exposed foundations and chimneys shall be brick or stone. Brick pattern concrete is not acceptable. The main roofline must be a minimum of an 8/12 pitch.
9. All driveway aprons shall be constructed of concrete and completed before the dwelling is occupied.
10. No trailer, basement or tent or other outbuildings shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure, extend beyond one year from the date construction commenced.
11. No trailer or permanent tent of any kind or description whatsoever shall be placed or suffered to remain in said Subdivision.
12. No owner shall damage any streets within the Subdivision or permit any contractor or materialmen to damage said street during the period of any home construction or said owner shall be personally liable for the cost of repairing such street, and shall hold Driftwood Properties, Limited or its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street.

13. All lot owners in Noble Ridge Estates are obligated to contribute to a drainage maintenance fund to be assessed by the County Commissioners, Pursuant to Ohio Revised Code Section 6137 Ditch Maintenance Fund.
14. No campers, trailers, boats, motor homes, commercial vehicles, or recreational vehicles of any kind shall be kept on the property if they are visible from the street.
15. No chain link fence with metal posts may be installed on lot lines surrounding a portion of a lot. However, chain link fencing (painted a dark color, not silver) may be used as backing to a split rail or similar type wood fence. All fences must be in compliance with applicable ordinances of Concord Township and, if required, a permit must be obtained.
16. Every owner will have a mailbox and post to be designated and installed by Driftwood Properties, Limited. The cost of said mailbox, post and installation is a charge to the owner and is itemized on the owners purchase agreement with Driftwood Properties, Limited.
17. If streetlights are not available in Noble Ridge Estates S/D every owner will install a light post designated by Noble Ridge Estates Homeowners Association. The light post is to be installed 5' out of utility easement. A \$500.00 refundable deposit shall be assessed on each lot and held by Driftwood Properties, Limited (See Purchase Agreement). Deposit to be refunded in full 30 days after owners comply with the appropriate installation of light post.
18. No signs for any kind shall be displayed to the public view by the owner on any lot or house except one sign of not more than five (5) square feet advertising the property for sale, or signs used by the Developer to advertise the Property during construction and sales periods for such lot.
19. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or house nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or House. No derrick or other



structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon and Lot our House.

20. A "Tree Preserve" restriction section is to be determined.
21. Declarant reserves the right for themselves their agents, employees, successors, and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or thereafter.
22. Declarant, its successors or assigns shall have the right to waive, cancel, alter or modify any or all of the restrictions contained herein provided, however, that modifications or alteration shall in fact cause these restrictions to become more restrictive. A copy of said modifications and alterations shall be filed with the Lake County Recorder. This section shall apply as long as Driftwood Properties Limited owns property in the Subdivision

## ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. If, Declarant chooses not to do so, then any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these restrictions by judgement or court order shall in no way effect any of the provisions, which shall remain in full force and effect.

Section 3. Amendment. These deed restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot, their respective legal representatives, heirs, successors and assigns. These deed restrictions may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners. Any amendment must be properly recorded.

**IN WITNESS WHEREOF**, said Limited Liability Company sets its hand and corporate seal by Charles Pengal, its duly authorized agent and partner this 22 day of May, 2003.

**DRIFTWOOD PROPERTIES, LIMITED**

Pamela DeLong

By Charles Pengal  
Charles Pengal, Managing Member

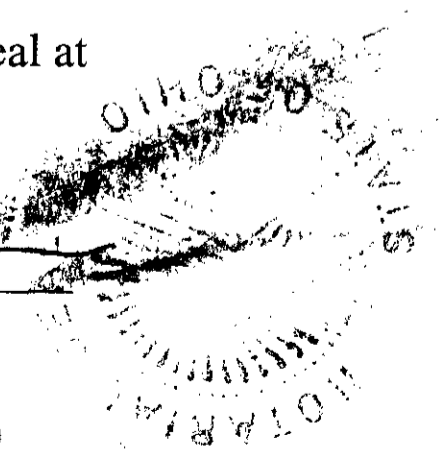
Deborah Hoover Steiner

STATE OF OHIO        )  
                                  ) ss.  
COUNTY OF LAKE    )

**BEFORE ME**, a notary public in and for said County, personally appeared the above Named Driftwood Properties, Limited by Charles Pengal, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said company and the free act and deed of such partner personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 22nd day of May 2003.

Pamela DeLong  
NOTARY PUBLIC  
PAMELA E. DeLONG  
Notary Public, State of Ohio  
Commission Expires May 16, 2006  
(Recorded in Lake County)





## Individual Lot Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. **NOTE: All necessary information must be provided on this form. Read the accompanying instructions carefully before completing the form. All responses must be typewritten. Do not fold, copy, staple, or use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.**

### I. Applicant Information/Mailing Address

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### II. Site Location Information

Name: \_\_\_\_\_ County: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_ Quarter: \_\_\_\_\_ Section: \_\_\_\_\_  
 Township: \_\_\_\_\_ Range: \_\_\_\_\_  
 Lot(s) Number(s): \_\_\_\_\_  
 Previous owner/developer general permit number:   O     H     R   \_\_\_\_\_  
 Original owner/developer name: \_\_\_\_\_ Phone: \_\_\_\_\_

### III. Construction Activity Information

Lots:	Est. Start Date	Est. Comp. Date	Est. Dist. Acreage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### VIII. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also acknowledge that qualified personnel working on behalf of the applicant have read the construction general permit and that there is a storm water pollution plan prepared for the above referenced lot(s). I also have a copy, provided by the original owner/developers, of a site map identifying individual parcels/lots. I am aware that there are significant penalties for submitting false information, including the possibility of the fine and imprisonment for knowing violations.

Name (typed): \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_



Last Updated: Wednesday, 30-Apr

- ▶ Public Participation
- ▶ Offices & Programs
- ▶ Small Business Assistance Office
- ▶ Forms & Publications
- ▶ Rules & Laws
- ▶ Policies & Guidance
- ▶ Surface Water Programs
- ▶ Related Sites
- ▶ About Us
- ▶ What's New



## Ohio EPA Form Individual Lot Notice of Intent for Coverage Under the Ohio EPA Storm Water Const General Permit

### Who Must File an Individual Lot NOI Form

Federal law at 40 CFR Part 122 prohibits point source discharges of storm water associated with construction activity to a water body(ies) of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. A contractor/builder that has such a storm water discharge must submit a NOI to obtain coverage under a NPDES construction general permit, unless the original owner/developer retains responsibility. If you have questions about whether you need a permit under the NPDES storm water program or if you have questions regarding the completion of this form, contact the Ohio EPA Storm Water Unit using the information at the bottom of this web page.

### Where to File

Individual Lot NOIs must be sent to the following address:

Ohio Environmental Protection Agency  
 General Permit Program  
 P.O. Box 1049  
 Columbus, OH 43216-1049

### Completing the Form

All responses must be typewritten in the appropriate areas only. Please place each character slightly above the appropriate line. Abbreviate if necessary to stay within the space allowed for each item. Use one space for breaks between words but not for punctuation marks unless they are needed to clarify your response. This form will be read by an optical scanner so please provide information as requested.

#### Section I - Applicant Information/Mailing Address

Give the legal name of the person, firm, public organization, or any other entity that is performing the construction of the site. The responsible party is the legal entity that controls the site rather than the job site supervisor. Do not use a colloquial name. Give the name and phone number of a contact person who is responsible for addressing NPDES requirements. Enter the complete address and telephone number of the applicant (provide phone number as: area code exchange number). Correspondence will be mailed to this address.

#### Section II - Site Location Information

Enter the official or legal name of the site and complete address, including city, state, zip code and county. If the site lacks a street address, indicate the state, latitude and longitude of the facility to the nearest 15 seconds (provide coordinates as: (degrees) (minutes) (seconds) using 2 digits in each space), or the quarter, section, township and range (to the nearest quarter section) of the approximate center of the site.

#### Section III - Construction Activity Information

Enter the project start date, estimated completion date, and the disturbed acreage for each lot. Provide dates as month day year using two digits for each (example: October 1, 1993 would be 10 01 93).

#### Section IV - Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation; by a responsible corporate officer, which means: 1) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions; or 2) the manager of one or more manufacturing,

production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship; by a general partner or the proprietor; or

For a municipality, state, federal, or other public facility; by either a principal executive officer or ranking elected official

**General**

This form has been designed to be read by an optical scanner. Therefore all responses must be typewritten in the spaces provided. Do not fold, staple, or use correction fluid on this form. Forms transmitted by FAX will not be accepted. Incomplete forms will be returned to the applicant for resubmittal.

**EPA4493NOT\_INSTRUCTIONS**

Date: 2/98

**For Additional Information**

If you have questions about this program, see the [Storm Water Program Contacts](#) page.

Back to [Storm Water Program](#) page.

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