

Instrument 200700767032 DR Book Page 1828 79

CONTINENTAL TITLE
ORDER NO. 664

11/01/06

DEED OF DECLARATION OF RESTRICTIONS
OF
WEATHERWATCH POINT
Subdivision

200700767032
Filed for Record in
GEAUGA COUNTY OHIO
GLEN ERIC QUIGLEY
08-17-2007 At 11:24 am.
RSTS 124.00
DR Book 1828 Page 79 - 92

HAMB DEN TOWNSHIP • GEAUGA COUNTY

SUBDIVISION
(All Phases)

THIS DEED OF DECLARATION OF RESTRICTIONS OF WEATHERWATCH POINT SUBDIVISION is made by Blue Coral Properties, an Ohio Limited Liability Company, whose address is 10585 Somerset Drive, Chardon, Ohio, 44024, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant owns in fee simple, certain real property situated in the Township of Hambden, County of Geauga, State of Ohio (hereinafter referred to as the "premises", excluding that portion of the real property dedicated or to be dedicated for roadway purposes), and described in the legal description attached hereto. Exhibit A

WHEREAS, Declarant proposes to develop and improve the premises for single family residential purposes under a general plan or scheme of development and does also hereby desire to create and establish certain restrictions, and obligations pursuant to such plan or development with respect to the premises.

WHEREAS, the Declarant, has or will file for record with the Geauga County Auditor and Geauga County Recorder, a Subdivision Plat or Plats for the WEATHERWATCH POINT SUBDIVISION, creating a total of THIRTEEN (13) individual sublots referred to as "sublot" and/or "building lot" and/or "premises";

NOW, THEREFORE, Declarant, as owner of the premises, for itself, and its successors and assigns, declares that the premises are held, and hereafter shall be conveyed, subject to the following covenants, rights, terms, reservations, limitations and restrictions.

ARTICLE 1:

The premises, and each building lot, shall be used only for private, single family, residential purposes and for no other purpose whatsoever. Each residence shall be occupied by no more than one family and members of, its domestic staff, if any. Nothing contained herein shall be construed to prohibit the use of portions of the premises for street or utility purposes. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on the premises. No dwelling or other building shall be constructed upon the premises unless the building plans, plot plan and specifications (including the exterior

color of any such improvement) shall have been approved in writing by the Declarant. The Declarant shall consider in approving or disapproving, but need not be limited to such factors as conformity and harmony of architectural design with existing structures in the subdivision; and location and adaptability with respect to established elevations, topography, lot lines and natural features. All dwellings shall meet the following minimum requirements:

1. No dwelling other than single family dwelling, with at least 2,000 square feet of finished living area (floor area); excluding basements, garages, breezeways and porches for a one-story dwelling, or at least 2,200 square feet; of finished living area (floor area), excluding basements, garages, breezeways and porches for a dwelling other than a one-story dwelling shall be constructed on Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

No construction shall be performed on any Sublot except by contractors who have first been approved by the Developer, in writing. It being the intent of the Developer to maintain the quality of homes in the Subdivision by permitting constructions only by contractors who have, in the Developer's judgment, the ability and experience to build fine quality, custom homes in accordance with the Developer's general plans for the Subdivision.

2. Each dwelling shall have at least a two-car attached garage with minimum outside dimension of twenty-two feet by twenty-two feet (22' x 22'). Each garage shall have a concrete floor. All garage openings shall be equipped with garage doors. All garages must be side or rear entry. Developer reserves the right to grant variances for front-load garages.

3. All buildings shall have a sloping roof with a minimum pitch of 6 to 12 and a maximum of 15 to 12.

4. Roofs shall be of slate or wood shingles or shakes, or asbestos, asphalt or fiberglass shingles.

5. All structures shall be provided with metallic or wood gutters and downspouts conducting water away from walls and foundations.

6. All front elevations of exposed foundations will be "brick or stone to grade" and all other exposed portions of foundation walls shall be brick, stone, poured concrete, cement stucco or cement block.

7. Glass block or similar materials shall not be permitted as an exterior material on the front of any structure.

8. Construction of the exterior of the dwelling shall be completed before occupancy of the dwelling. Construction of the interior of the dwelling shall be completed no later than six (6) months from the date of occupancy.

9. Each dwelling shall be fully landscaped including lawns within nine (9) months after occupancy.

10. All homes shall be of a "traditional" and/or "transitional" style architecture as interpreted by BLUE CORAL PROPERTIES, LLC. No raised ranch, A-frames, log homes or domes may be constructed. Approval in writing of the front elevation of every dwelling by BLUE CORAL PROPERTIES LLC is required. Approval shall be solely at the discretion of BLUE CORAL PROPERTIES LLC.

11. The building line, set back line, location of the dwelling, front elevation, building plans, building specifications (including color and all other details), for the dwelling to be constructed shall be approved in writing, by BLUE CORAL PROPERTIES LLC prior to the start of construction. Approval shall be solely at the discretion of BLUE CORAL PROPERTIES LLC.

12. BLUE CORAL PROPERTIES LLC shall have the right to assign its approval rights herein as it may deem appropriate.

ARTICLE 2:

All dwellings or other structures on Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall be serviced by underground electric, telephone, and television facilities. No exterior satellite dishes shall be permitted exceeding 36" in diameter on any subplot.

ARTICLE 3:

Nothing contained herein shall be deemed to preclude the construction and maintenance of a pool house or bath house upon any building lot upon which there is then located a swimming pool or to preclude the construction of a compatible accessory building. Written approval prior to the construction of a pool house, bathhouse, or accessory building shall be received from Declarant. A tennis court shall be permitted. Accessory buildings shall be located in the rear yard, behind the rear house line.

ARTICLE 4:

No portion of any subplot as transferred by Declarant shall be resubdivided in any manner whatsoever.

ARTICLE 5:

No vegetables or grains shall be grown upon the premises for commercial purposes.

ARTICLE 6:

No signs, billboards, or advertising device shall be erected, placed, or permitted upon any building lot, except a "for sale" sign.

ARTICLE 7:

No industry, business, trade, occupation or profession of any kind, whether it be commercial, agricultural, religious, charitable, educational or otherwise, whether or not organized for profit, shall be conducted, maintained or permitted on any portion of any building lot.

ARTICLE 8:

No recreational type truck, trailer or vehicle and no boat shall be stored or parked on any building lot, except as may be parked in a closed garage or concealed from the roadway and other building lots by hedges, lattice work, or other screening.

ARTICLE 9:

No commercial vehicles or commercial trailers of any kind shall be stored or parked on any building lot.

ARTICLE 10:

Only pets of a customary household variety may be kept or maintained on any building lot, and no pet or pets shall be kept or maintained so as to create a nuisance. No horses or farm animals are allowed.

ARTICLE 11:

No clothes line or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any building lot.

ARTICLE 12:

All necessary maintenance of the yard, landscaping, dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a subplot shall, at his sole cost and expense, repair their yard, landscaping or dwelling, keep the same in condition comparable to the condition of such yard, landscaping or dwelling at the time of its initial construction, excepting only normal wear and tear.

ARTICLE 13:

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 14:

Declarant shall cause to be formed an Ohio Corporation, not for profit, to be called WEATHERWATCH POINTSUBDIVISION HOMEOWNER'S ASSOCIATION, INC., (hereinafter referred to as "Association"), which shall be responsible for the maintenance of the decorative street signs, subdivision signs, entrance landscaping on Sublots 1 and 13. At the option of the Declarant, the Declarant in writing filed with the Geauga County Recorder, may designate the Association as the entity who will act as Declarant's designated representative for approval of dwellings and accessory buildings to be constructed at WEATHERWATCH POINT SUBDIVISION.

Each owner of WEATHERWATCH POINT SUBDIVISION Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall become and be a member of the Association whose membership shall consist only of the record owners of said sublots in the WEATHERWATCH POINT SUBDIVISION, all phases. 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 consents to becoming a member of the Association. The Association shall adopt by-laws and shall conduct its affairs in such manner as its members and trustees shall determine provided, however, that no by-law shall be adopted or other action taken which would conflict with these restrictions and which would increase or decrease the responsibilities of the Association.

The owner of Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall pay as annual dues, for each calendar year, to the Association, the initial annual amount of \$200.00. An initial amount of \$200.00 for each Sublot shall be due and payable out of escrow upon closing. The future payments shall be due and payable on January 15 following the transfer of title from Declarant. Dues shall not be paid on any Sublots titled to the Developer. Dues are due and payable regardless of whether or not a dwelling has been constructed on the lot. Dues shall not be paid on any lots titled to Declarant. The trustees of the Association shall have the authority by majority vote to increase or decrease the annual dues, and from time to time, assess and collect special or supplemental dues. The Association shall use funds accumulated through dues to carry out its purposes, 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.

Any claim hereunder for contribution for dues, which is not paid to the Association within thirty (30) days from the due date shall be a secured right and secured obligation and a lien thereafter shall attach to the subplot owned by the defaulting owner, effective upon and from the time of recording of an Affidavit To Obtain A Mechanic's Lien in the office of the Recorder of Geauga 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 pre-paid, to the tax mailing address of the owner, on file with the County Auditor's office, at the time of the filing. 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 eighteen per cent (18%) per annum from the due date on.

No later than upon ninety per cent (90%) of the lots in all phases of WEATHERWATCH POINT SUBDIVISION having been sold, the Declarant shall turn over operation and control of the Association to the members. The Declarant at its option may turn over control and operation of the Association prior to ninety per cent (90%) of the lots being sold. Until either ninety percent (90%) of the lots have been sold or Declarant turns over control and operation of the Association to the members, Declarant, at its option, shall control and operate the Association.

ARTICLE 15:

All WEATHERWATCH POINT SUBDIVISION lot owners are hereby notified that the jurisdictional wetland areas, regardless of the size of the area, require a permit, if you intend to disturb in any way any jurisdictional wetland. The permit must be obtained from the United States Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York, 14207-3199.

Purchaser acknowledges that all wetlands and stream corridors are permanently protected within the subdivision. The area within the wetland and stream areas shall be preserved in their natural, unaltered and wooded state. Within the wetland and stream corridors, there shall be no filling, removal, cutting of vegetation, placement of brush, grass clippings, or other debris, or any other disturbance or manipulation without the written approval of the United States Army Corps of Engineers. The areas of the wetlands and streams are shown on the final plat.

Jurisdictional wetlands are located on Sublots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12 (Map attached indicating approximate wetland areas.)

Each purchaser/owner of the individual sublots at the WEATHERWATCH POINT SUBDIVISION agrees to indemnify and hold BLUE CORAL PROPERTIES, LLC absolutely harmless from any loss, claim or liability in any manner connected

with jurisdictional wetlands located on such purchaser's Sublot as a result of the property owners failure to comply with applicable regulations now in effect or as hereafter modified.

ARTICLE 16:

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.

The development of the WEATHERWATCH POINT SUBDIVISION is covered by Ohio EPA General Storm Water NPDES Permit(s) For Construction.

The developer, BLUE CORAL PROPERTIES, LLC is required to inform the lot purchaser of the lot purchaser's obligation to file an Individual Lot Notice Of Intent (Individual Lot NOI), and advise that the lot purchaser is required to abide by the terms and conditions of the NPDES Permit.

Each property owner the WEATHERWATCH POINT SUBDIVISION is required to submit an Individual Lot Notice of Intent for coverage under Ohio EPA Storm Water Construction General Permit. If you have questions regarding the form or need the form, contact the Ohio EPA Storm Water Unit at (614) 644-2001. The NOI must be sent to the following address:

Ohio Environmental Protection Agency
General Permit Program
P.O. Box 1049
Columbus, Ohio 43266-0149

Each purchaser/owner of the individual sublots at the WEATHERWATCH POINT SUBDIVISION hereby is notified of the foregoing requirements and by purchase of the individual sublots at the WEATHERWATCH POINT SUBDIVISION agrees to comply with all of the foregoing requirements and to indemnify and hold BLUE CORAL PROPERTIES, LLC absolutely harmless from any loss, claim or liability in any manner connected with the individual lot NOI and/or purchaser's (or purchaser's contractor's) failure to comply with the applicable regulations now in effect or as hereafter modified.

ARTICLE 17:

The Geauga Soil and Water Conservation District, its agents and Successors are hereby authorized to access the storm water management facilities at the WEATHERWATCH POINT SUBDIVISION, for inspection purposes on Sublot Numbers 1, 8, 10 and 13.

ARTICLE 18:

Declarant hereby grants to the Hambden Fire Department perpetual right of access to the dry hydrant located at the fire pond in the WEATHERWATCH POINT SUBDIVISION on Sublot 1.

ARTICLE 19:

Declarant hereby reserves unto itself and unto WEATHERWATCH POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. a right/license on Sublots 1, 8, 10 and 13 to install, maintain, inspect and make all necessary repairs to a retention pond/fire pond or other storm water management facility mandated by Geauga County Soil & Water Conservation Department.

It is the Sublot(s) Owner's responsibility to maintain and make all necessary repairs to the Facility located on the Properties to ensure its original designed function including but not limited to the following:

1. Stormwater Pond Monthly Maintenance on Sublots 1 & 13
 - a. Removal of Floating Debris
 - b. Removal of woody vegetative growth from pond area including embankments
 - c. Removal of trash and/or sediment accumulation
 - d. Removal of obstructions in orifices and/or outlets
 - e. Mowing of ponds, banks and dam
2. Stormwater Pond Annual Maintenance on Sublots 1 & 13
 - a. Repair erosion to the outfall or spillway
 - b. Repair and/or replace and damaged structures (i.e. catch basins, risers, pipes, headwalls)
 - c. Repair animal burrows and/or other leaks in the dam
 - d. Debris should be removed from overflow spillway and grates
3. Water Quality Filter Monthly Maintenance on Sublots 8 & 10
 - a. Removal of debris from all inlet and outlet pipes
 - b. Mowing of vegetated area and ensuring not driven over to reduce compaction
 - c. Ensure trench is dewatering between storms and not bypassing facility
4. Water Quality Filter Annual Maintenance on Sublots 8 & 10
 - a. Removal of sediment in sediment traps or pretreatment swales
 Repair any aggregate areas

ARTICLE 20:

The storm water management facilities and structures in the WEATHERWATCH POINT SUBDIVISION are not to be altered from their original design or intended function without prior written consent from the Geauga County Soil and Water Conservation District. The WEATHERWATCH POINT HOMEOWNERS ASSOCIATION is responsible for ensuring no alterations occur without this approval.

ARTICLE 21:

If it shall be held that any restriction or restrictions herein or any part of any restriction herein, is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

ARTICLE 22:

In the event of a breach, or attempted or threatened breach by any owner of a building lot of any of the terms, covenants and conditions hereof, anyone 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 and shall constitute 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 this Declaration, effective upon recording of an Affidavit To Obtain A Mechanic's Lien thereof in the office of the Recorder of Geauga 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 easement shall in no event be construed, taken or held to be a waiver thereof.

ARTICLE 23:

With the exception to provisions of Articles 14, 15, 16, 17, 18, 19 and 20 which may not be modified, the remaining provisions of this Declaration may be modified or amended in whole or in part only as follows:

1. With the consent of the owners of a majority of the building lots, by Declaration, in writing, executed and acknowledged by the owners of a majority of said building lots, duly recorded in the office of the Recorder in and for Geauga County. Notwithstanding the foregoing, so long as BLUE CORAL PROPERTIES, LLC is the owner of any of the building lots in the WEATHERWATCH POINT SUBDIVISION, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of BLUE CORAL PROPERTIES, LLC.
2. Notwithstanding the foregoing, so long as BLUE CORAL PROPERTIES, LLC is the owner of any of the building lots, and for a period of five (5) years from the date of transfer of title of the last building lot from BLUE CORAL PROPERTIES, LLC, BLUE CORAL PROPERTIES, LLC reserves the right to modify, amend, or waive any or all of the WEATHERWATCH POINT SUBDIVISION Restrictions as to any individual building lot or as to all building lots, as BLUE CORAL PROPERTIES, LLC, in its sole discretion, deems advisable.

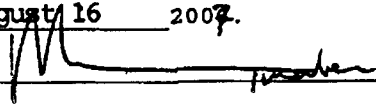
ARTICLE 24:

This Deed Of Declaration Of Restrictions Of WEATHERWATCH POINT SUBDIVISION shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Geauga County Recorder's office and for twenty (20) years thereafter, and shall be automatically extended for successive five (5) year periods thereafter, unless on or before expiration of one (1) such extension period the owners of a majority of the building lots shall by written instrument, duly recorded in the Geauga County Recorder's office declare a termination of the same. However, provisions of Articles 14, 15, 16, 17, 18, 19 and 20 may not be terminated or modified in any form and shall always remain effective and run with the land.

ARTICLE 25:

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.

IN WITNESS WHEREOF, BLUE CORAL PROPERTIES, LLC, by its Agent Ryan P. SOMMERS, Managing Member, has duly executed this DEED OF DECLARATION OF RESTRICTIONS OF WEATHERWATCH POINT SUBDIVISION, on this day of August 16 2007.

BY: 

Ryan P. Sommers
Managing Member
Blue Coral Properties, LLC

State of Ohio
GEAUGA COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared the above named BLUE CORAL PROPERTIES, LLC, by Ryan P. SOMMERS, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and I the free act and deed of BLUE CORAL PROPERTIES, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Chardon, Ohio, on August 16, 2007.

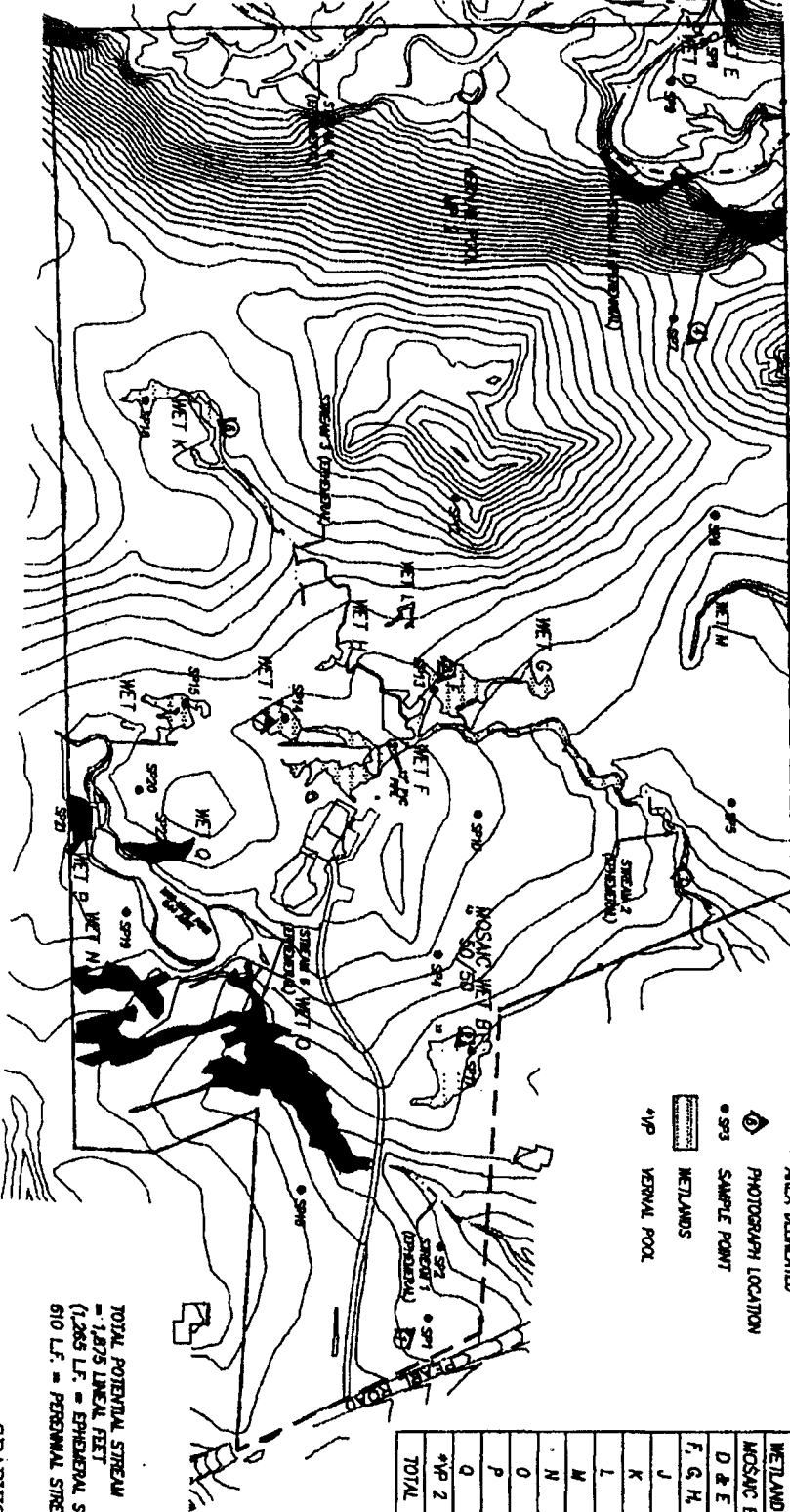

Notary Public

SHARON J. COTMAN
Notary Public-State of Ohio
My Commission Expires 11-27-11
Recorded in Lake County



Prepared By: Blue Coral Properties, LLC

SOMMERS, RYAN
 D/A Processing No. 2006-01368(0)
 Geauga County, Ohio Quad: PAINESVILLE
 Sheet 2 of 4



LEGEND

- STREAM
- - - AREA DELINEATED
- ⊙ PHOTOGRAPH LOCATION
- SAMPLE POINT
- WETLANDS
- ⊕ VERNAL POOL

WETLAND	ACREAGE
MOSAC B	0.11
D & E	0.01
F, G, H, I	0.69
J	0.16
K	0.15
L	0.01
M	0.05
N	0.14
O	0.83
P	0.06
Q	0.07
*VP 2	0.01
TOTAL	2.29

TOTAL POTENTIAL STREAM
 = 1,875 LINEAL FEET
 (1,265 L.F. = PERMANENT STREAM
 610 L.F. = PERENNIAL STREAM)

GRAPHIC SCALE



THE WETLAND DELINEATION SHOWN IS NOT OFFICIAL UNTIL REVIEWED AND APPROVED BY THE ARMY CORPS OF ENGINEERS
 THE FINAL LIMITS AND JURISDICTIONAL STATUS OF THE WETLANDS WILL BE DETERMINED BY THE ARMY CORPS OF ENGINEERS

REVISED: OCT. 13, 2006

PROJECT NO. 05204

CHAGRIN VALLEY
 ENGINEERING, CTD.

PROJECT: 12567 PEARL ROAD
 LOCATION: HAMBLEN TWP., OHIO

WETLAND LOCATION MAP FIGURE 4

" EXHIBIT A "

Instrument Book Page
~~20060077494 OR 1787 686~~

Survey Description

59.1437 Acres

February 9, 2006

Instrument Book Page
15-002560700767032 OR 1828 89

Situated in the Township of Hambden, County of Geauga, State of Ohio and being in Lot 30 in the Bond Tract, of Township 9, Range XII of the Connecticut Western Reserve, and being further bounded and described as follows:

Beginning at a 5/8 inch iron pin found in a monument box, in the centerline of Pearl Road, 60 feet wide, said point being located North 67°31'30" East a distance of 2122.33 feet from a 5/8 inch iron pin found at an angle point in said Pearl Road, said angle point being located South 67°31'30" West a distance of 1281.44 feet from the intersection of the Chardon Township and Hambden Township Division line with the centerline of said Pearl Road, said beginning point also located South 67°30'09" West a distance of 870.92 feet from a 5/8 inch iron pin found in a monument box at an angle point in said Pearl Road;

- Course I. Thence South 67°31'30" West along the centerline of said Pearl Road, a distance of 324.96 feet to a point on the centerline of said Pearl Road;
- Course II. Thence South 22°28'30" East along a new division line, a distance of 30.00 feet to a 5/8 inch rebar set, capped "Foresight Eng.," on a southerly right of way of said Pearl Road;
- Course III. Thence along a new division line, along the arc of a curve deflecting to the right, having a delta of 90°09'46", a length of 47.21 feet, a radius of 30.00 feet, a tangent of 30.09 feet, and a chord which bears South 67°23'37" East a distance of 42.49 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course IV. Thence South 22°18'44" East along a new division line, a distance of 40.58 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course V. Thence along a new division line, along the arc of a curve deflecting to the right, having a delta of 25°37'08", a length of 433.72 feet, a radius of 970.00 feet, a tangent of 220.55 feet, and a chord which bears South 09°30'10" East a distance of 430.12 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course VI. Thence South 03°18'24" West along a new division line, a distance of 36.70 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course VII. Thence South 67°30'50" West along an easterly prolongation of a southerly line of parcels: 15-095700, owned by Joel Wetzel by deed recorded in volume 1778, page 223 of the Geauga County Records of Deeds, 15-015900, owned by Francis A. and Regina M. Collins by deed recorded in volume 1030, page 117 of the Geauga County Records of Deeds, parcel 15-016000 owned by Francis A. and Regina M. Collins by deed recorded in volume 1030, page 117 of the Geauga County Records of Deeds, a distance of 653.12 feet to a 5/8 inch iron pin found on a southerly line of Parcel 06-110400, owned by Joan L. Vaughan by deed recorded in volume 1725, page 2726 of the Geauga County Records of Deeds, said southerly line also being the division line between Chardon Township and Hambden Township, said pin also being at a southwesterly corner of said parcel 15-016000, passing through a 5/8 inch iron pin found at a distance of 92.56 feet at a southeasterly corner of said parcel 15-095700, passing by a 5/8 inch iron pin found North 76°00'16" East a distance of 6.48 feet from the southwesterly corner of parcel 15-095700 and the southeasterly corner of said parcel 15-015900, passing through a 5/8 inch iron pin found at a distance of 492.45 feet at a southwesterly corner of said parcel 15-015900 and a southeasterly corner of said parcel 15-016000;
- Course VIII. Thence South 00°25'30" East along said division line between Chardon Township and Hambden Township and an easterly line of said parcel 06-110400, an easterly line of parcel 06-120803 owned by Joan L. Vaughan by deed recorded in volume 1725, page 2726 of the Geauga County Records of Deeds; and an easterly line of parcel 06-028600 owned by Frank J. and Patricia D. Sanborn by deed recorded in volume 1518, page 1084 of the Geauga County Records of Deeds, a distance of

59.1437 acres

Page 1 of 3

1546.46 feet to a 5/8 inch iron pin found, in concrete at a northwesterly corner of parcel 15-101826 owned by Mark and Sharon Monarchino by deed recorded in volume 840, page 19 of the Geauga County Records of Deeds, said parcel 15-101826 also being known as sub lot 6 of Far Woods Subdivision as shown on plat recorded in volume 18, page 73-74 of the Geauga County Records of Plats, passing through a 5/8 inch iron pin found at a distance of 604.60 feet, capped "Loetz," at a southeasterly corner of said parcel 06-110400 and a northeasterly corner of said parcel 06-120803, passing through a 5/8 inch iron pin found at a distance of 804.60 feet, capped "Loetz," at a southeasterly corner of said parcel 06-120803 and a northeasterly corner of said parcel 06-028600, passing through a 5/8 inch iron pin found at a distance of 1004.58 feet on an easterly line of said parcel 06-028600, and passing through a 5/8 inch iron pin found at a distance of 1226.58 feet on an easterly line of said parcel 06-028600;

- Course IX. Thence South 89°50'58" East along a northerly line of said parcel 15-101826, a distance of 1303.40 feet to a 5/8 inch iron pin found, capped "Foresight Eng.," at a southeasterly corner of parcel 15-030900, owned by Paul A. and Merrilou Newman by deed recorded in volume 769, page 430 of the Geauga County Records of Deeds;
- Course X. Thence North 01°01'51" West along a westerly line of said parcel 15-030900, a distance of 2009.90 feet to a 5/8 inch iron pin found, capped "Foresight Eng.," at a northwesterly corner of said parcel 15-030800, on a southerly line of parcel 15-030800 owned by Paul A. and Merrilou Newman by deed recorded in volume 769, page 430 of the Geauga County Records of Deeds, passing by a 5/8 inch iron pin found, capped "LANDEG" at a distance of 1029.90 feet;
- Course XI. Thence North 86°24'22" West along a southerly line of said parcel 15-030800, a distance of 145.64 feet to a southwesterly corner of said parcel 15-030800, said southwesterly corner being referenced by a 5/8 inch iron pin found North 67°31'41" East a distance of 0.82 feet, and a 5/8 inch iron pin found South 73°06'09" West a distance of 0.11 feet, said southwesterly corner also being a southeasterly corner of parcel 15-018200 owned by Roger D. and Elizabeth Thoran by deed recorded in volume 871, page 297 of the Geauga County Records of Deeds;
- Course XII. Thence South 67°31'41" West along a southerly line of said parcel 15-018200, a distance of 200.00 feet to a 5/8 inch iron pin found at a southwesterly corner of said parcel 15-018200;
- Course XIII. Thence North 03°20'33" East along a westerly line of said parcel 15-018200 a distance of 614.39 feet to the centerline of said Pearl Road, passing through a 5/8 inch rebar set, capped "Foresight Eng.," at a distance of 581.06 feet;

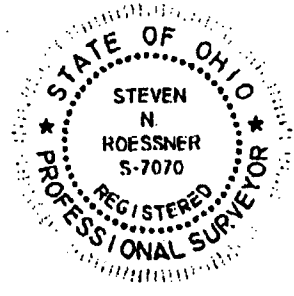
Instrument Book Page
200700767032 DR 1828 91
~~Instrument Book Page~~
~~200600737494 DR 1789 82~~

Course XIV. Thence South 67°30'09" West along the centerline of said Peal Road, a distance of 233.37 feet to the place of beginning and containing 59.1437 acres of land, of which 10.5619 acres are from parcel 15-002550, 0.1163 acres are from parcels 15-095700, and 48.4655 acres are from parcel 15-007000, of which 0.3796 acres are within the right-of-way of said Pearl Road, as surveyed and described by Foresight Engineering Group, Inc. in January 2006, under the supervision of Steven N. Roessner, Professional Surveyor Ohio #7070. The bearings as used herein are assumed and to denote angles only. All 5/8 inch rebar set are 30 inches long capped Foresight Engineering. The prior instrument reference is volume 984, page 276, volume 1778, page 223 and volume 1015, page 1063 of the Geauga County Records.

Reviewed by PKA
Date 3-16-06
GEAUGA COUNTY AUDITOR

Steven N. Roessner
STEVEN N. ROESSNER, P.S. #7070
FORESIGHT ENGINEERING GROUP, INC.

2/9/06
DATE



SURVEY PLAT & LEGAL DESCRIPTION
APPROVED PER R.C. 315.251
PAK 2/9/06
OFFICE OF THE
GEAUGA COUNTY ENGINEER

EXCEPTING THEREFROM THE FOLLOWING:

Instrument Book Page
~~200600740076 DR 1805 2677~~

Survey Description

Parcel ~~15-005700~~ 15-102529

3.0018 acres

June 21, 2006

Instrument Book Page
200700767032 DR 1828 92

Situated in the Township of Hambden, County of Geauga, State of Ohio and being in Lot 30 in the Bond Tract, of Township 9, Range XII of the Connecticut Western Reserve, and being further bounded and described as follows:

Beginning at a point on the centerline of Pearl Road, 60 feet wide, said point being located North 67°31'30" East a distance of 635.94 feet from the intersection of the Chardon Township and Hambden Township Division line with the centerline of said Pearl Road, said beginning point also being located South 67°31'30" West a distance of 204.96 feet from a 5/8 inch iron pin found in a monument box;

- Course I. Thence South 22°28'30" East along a new division line, a distance of 30.00 feet to a 5/8 inch rebar set, capped "Foresight Eng.," on a southerly right of way of said Pearl Road;
- Course II. Thence along a new division line, along the arc of a curve deflecting to the left, having a delta of 89°50'14", a length of 47.04 feet, a radius of 30.00 feet, a tangent of 29.91 feet, and a chord which bears South 22°36'23" West a distance of 42.37 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course III. Thence South 22°18'44" East along a new division line, a distance of 40.92 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course IV. Thence along a new division line, along the arc of a curve deflecting to the right, having a delta of 13°18'07", a length of 239.13 feet, a radius of 1030.00 feet, a tangent of 120.10 feet, and a chord which bears South 15°39'40" East a distance of 238.59 feet to a 5/8 inch rebar set, capped "Foresight Eng.;"
- Course V. Thence North 80°59'23" East along a new division line, a distance of 307.16 feet to a 5/8 inch rebar set, capped "Foresight Eng.;" on a westerly line of parcel 15-018200 owned by Roger D. and Elizabeth Thoren by deed recorded in volume 871, page 297 of the Geauga County Records of Deeds;
- Course VI. Thence North 03°20'33" East along a westerly line of said parcel 15-018200, passing through a 5/8 inch iron pin found, capped "Foresight Eng.;" at a distance of 33.33 feet of the centerline of said Pearl Road, a total distance of 454.74 feet to the centerline of said Pearl Road;
- Course VII. Thence South 67°30'09" West along the centerline of said Pearl Road, a distance of 233.37 feet to a 5/8 inch iron pin found in a monument box on the centerline of said Pearl Road and an angle therein;
- Course VIII. Thence South 67°31'30" West along the centerline of said Pearl Road, a distance of 204.96 feet to the place of beginning and containing 3.2985 acres of land which come from parcel 15-002550, of which 0.2967 acres are within the right-of-way of said Pearl Road, as surveyed and described by Foresight Engineering Group, Inc. in January 2006 and updated in June, 2006 under the supervision of Steven N. Roesner, Professional Surveyor Ohio #7070. The bearings as used herein are assumed and to denote angles only. All 5/8 inch rebar set are 30 inches long capped Foresight Engineering. The prior instrument reference is volume 1789, page 685 of the Geauga County Records.

3.2985 acres

~~Beginning~~