

CONTINENTAL TITLE  
ORDER NO. 093886

11/01/06

DEED OF DECLARATION OF RESTRICTIONS  
OF

**Sunset Ridge Subdivision**

HAMB DEN TOWNSHIP • GEAUGA COUNTY

SUBDIVISION  
(All Phases)

THIS DEED OF DECLARATION OF RESTRICTIONS OF SUNSET RIDGE SUBDIVISION is made by Sunset Ridge Development, 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 SUNSET RIDGE Subdivision, creating a total of Eleven (11) 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.

200600752704  
Filed for Record in  
GEAUGA COUNTY, OHIO  
MARY MARGARET MCBRIDE  
11-21-2006 At 11:35 am.  
RSTS 116.00  
OR Book 1809 Page 1937 - 1949

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 and 11.

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 SUNSET RIDGE DEVELOPMENT, LLC. No raised ranch, A-frames, log homes or domes may be constructed. Approval in writing of the front elevation of every dwelling by SUNSET RIDGE DEVELOPMENT LLC is required. Approval shall be solely at the discretion of SUNSET RIDGE DEVELOPMENT 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 SUNSET RIDGE DEVELOPMENT LLC prior to the start of construction. Approval shall be solely at the discretion of SUNSET RIDGE DEVELOPMENT LLC.

12. SUNSET RIDGE DEVELOPMENT 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 and 11 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 commercial, industrial or retail business of any kind, whether it be agricultural, commercial, religious, charitable, educational or otherwise, whether or not organized for profit, shall be conducted, maintained or permitted on any portion of any building lot. Home-based businesses are permitted as so much that they do not cause a nuisance or negatively impact neighboring building lots. In addition, owner shall comply with all Hamden Township Zoning Resolution requirements.

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. In addition, owner shall comply with all Hamden Township Zoning Resolution requirements.

ARTICLE 14:

Declarant shall cause to be formed an Ohio Corporation, not for profit, to be called SUNSET RIDGE SUBDIVISION OWNER'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 11. 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 SUNSET RIDGE SUBDIVISION.

Each owner of SUNSET RIDGE SUBDIVISION Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 shall become and be a member of the Association whose membership shall consist only of the record owners of said sublots in the SUNSET RIDGE 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 and 11 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 SUNSET RIDGE 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 SUNSET RIDGE 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.

Jurisdictional wetlands are located on Sublots 1,2,3,4,5,6,7,8,9,10 and 11 (Map attached indicating approximate wetland areas.) Exhibit B

Each purchaser/owner of the individual sublots at the SUNSET RIDGE SUBDIVISION agrees to indemnify and hold SUNSET RIDGE DEVELOPMENT, 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 SUNSET RIDGE SUBDIVISION is covered by Ohio EPA General Storm Water NPDES Permit(s) For Construction.

The developer, SUNSET RIDGE DEVELOPMENT, 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 SUNSET RIDGE 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 SUNSET RIDGE SUBDIVISION hereby is notified of the foregoing requirements and by purchase of the individual sublots at the SUNSET RIDGE SUBDIVISION agrees to comply with all of the foregoing requirements and to indemnify and hold SUNSET RIDGE DEVELOPMENT, 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 SUNSET RIDGE SUBDIVISION, for inspection purposes on Sublot Numbers 1, 2, 3, 8 and 11.

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 SUNSET RIDGE SUBDIVISION on Sublots 1, 2 and 3.

ARTICLE 19:

Declarant hereby reserves unto itself and unto SUNSET RIDGE SUBDIVISION OWNERS ASSOCIATION, INC. a right/license on Sublots 1, 2, 3, 8 and 11 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, 2 & 3
  - 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, 2 & 3
  - 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. Infiltration Trench Monthly Maintenance on Sublots 8 & 11
  - 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. Infiltration Trench Annual Maintenance on Sublots 8 & 11
  - a. Removal of sediment in sediment traps or pretreatment swales
  - b. Repair any aggregate areas

ARTICLE 20:

The storm water management facilities and structures in the SUNSET RIDGE 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 SUNSET RIDGE OWNERS 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 SUNSET RIDGE DEVELOPMENT, LLC is the owner of any of the building lots in the SUNSET RIDGE SUBDIVISION, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of SUNSET RIDGE DEVELOPMENT, LLC.

2. Notwithstanding the foregoing, so long as SUNSET RIDGE DEVELOPMENT, 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 SUNSET RIDGE DEVELOPMENT, LLC, . SUNSET RIDGE DEVELOPMENT, LLC reserves the right to modify, amend, or waive any or all of the SUNSET RIDGE SUBDIVISION Restrictions as to any individual building lot or as to all building lots, as SUNSET RIDGE DEVELOPMENT, LLC, in its sole discretion, deems advisable.

ARTICLE 24:

This Deed Of Declaration Of Restrictions Of SUNSET RIDGE 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, SUNSET RIDGE DEVELOPMENT, LLC, by its Agent Ryan P. SOMMERS, Managing Member, has duly executed this DEED OF DECLARATION OF RESTRICTIONS OF SUNSET RIDGE SUBDIVISION, on this day of 1st November 2006.

BY: [Signature] member  
Ryan P. Sommers  
Managing Member  
Sunset Ridge Development, LLC

GEAUGA COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared the above named SUNSET RIDGE DEVELOPMENT, 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 SUNSET RIDGE DEVELOPMENT, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Chardon, Ohio, on November 21, 2006.

[Signature]  
Notary Public

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

Prepared By:  
Sunset Ridge Development, Inc.



## EXHIBIT A

Survey Description  
For  
Parcel 15-069300  
36.7489 acres  
November 15, 2006

Situated in the Township of Hambden, County of Geauga, and State of Ohio: Known as being a part of Lot 25, Bond Tract and further bounded and described as follows:

Beginning on the centerline of Old State Road (S.R. 608), 66 feet wide, at a northwesterly corner of parcel 15-094500 owned by Scott R. Wedge by deed recorded in volume 1248, page 316 of the Geauga County Records of Deeds, said northwesterly corner being referenced by a random straight line bearing and distance, South 35°11'21" East a distance of 6335.21 feet to a 5/8 inch iron pin found, in a monument box at the centerline intersections of State Route 6, 60 feet wide, and said State Route 608;

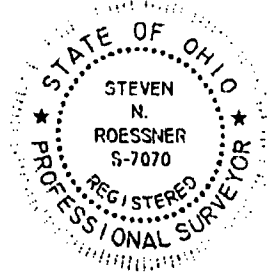
- Course I. Thence North 54°49'36" East along a northerly line of said parcel 15-094500, a distance of 33.00 feet to a 5/8 inch rebar found, capped "Foresight Eng.," on an easterly right of way of said Old State Road;
- Course II. Thence along the arc of a curve, deflecting to the right, having a delta of 51°27'58", a length of 26.95 feet, a radius of 30.00 feet, a tangent of 14.46 feet, and a chord which bears North 09°26'25" West a distance of 26.05 feet to a 5/8 inch rebar found, capped "Foresight Eng.," on a northerly line of said parcel 15-094500;
- Course III. Thence North 80°54'14" East along a northerly line of said parcel 15-094500 a distance of 213.75 feet to a 5/8 inch iron pin found at a northeasterly corner of said parcel 15-094500);
- Course IV. Thence South 34°45'59" East along an easterly line of said parcel 15-094500 a distance of 208.32 feet to a 5/8 inch iron pin found at a southeasterly corner of said parcel 15-094500, said southeasterly corner also being a northeasterly corner of parcel 15-013200 owned by Roy M. and Diane Ferrick by deed recorded in volume 689, page 1391 of the Geauga County Records of Deeds;
- Course V. Thence South 72°14'59" East along a northeasterly line of said parcel 15-013200 a total distance of 355.01 feet to a 5/8 inch iron pin found at a southeasterly corner of said parcel 15-013200, said southeasterly corner also being on a northerly line of parcel 15-015600 owned by Michael L. and Dwyn D. Kawalec by deed recorded in volume 701, page 843 of the Geauga County Records of Deeds;
- Course VI. Thence North 57°58'20" East along a northerly line of said parcel 15-015600 a total distance of 234.47 feet to a 5/8 inch iron pin found at a northeasterly corner of said parcel 15-015600;
- Course VII. Thence South 35°15'05" East along an easterly line of said parcel 15-015600 a total distance of 321.48 feet to a 5/8 inch iron pin found at a southeasterly corner of said parcel 15-015600, said southeasterly corner also being on a northerly line of parcel 15-012600 owned by Frederick S. Carver by deed recorded in volume 923, page 1214 of the Geauga County Records of Deeds;
- Course VIII. Thence North 58°04'09" East along a northerly line of said parcel 15-012600 a total distance of 925.26 feet to a 5/8 inch iron pin found at a northeasterly corner of said parcel 15-012600, said northeasterly corner is on a westerly line subplot 7 of Grandview Subdivision as shown by plat recorded in volume 24, page 30 of the Geauga County Records of Plats;

- Course IX. Thence North  $02^{\circ}17'57''$  West along a westerly line of said subplot 7, subplot 8 and 9 of Grandview Subdivision as shown by plat recorded in volume 24, page 30 of the Geauga County Records of Plats, a total distance of 648.08 feet to a 5/8 inch iron pin found at a southeasterly corner of parcel 15-053700 owned by Thomas D. and Dorsey G. Apthorp by deed recorded in volume 1233, page 1135 of the Geauga County Records of Plats;
- Course X. Thence North  $89^{\circ}02'07''$  West along a southerly line of said parcel 15-053700, and parcel 15-051200 owned by Daniel R. Salacienski by deed recorded in volume 1210, page 172 of the Geauga County Records of Deeds, a total distance of 1379.05 feet to a 5/8 inch rebar found, capped "Foresight Eng.;"
- Course XI. Thence South  $54^{\circ}57'35''$  West along a southerly line of parcel 15-069400 owned by Charles W. and Marilyn Kaufman by deed recorded in volume 1774, page 1621 of the Geauga County Deed Records, a distance of 633.34 feet to a 5/8 inch rebar found capped "Foresight Eng.;" at a northeasterly corner of parcel 15-054900 owned by Heinrich and Adele Koenen by deed recorded in volume 1663, page 687 of the Geauga County Records of Deeds;
- Course XII. Thence South  $35^{\circ}10'24''$  East along an easterly line of said parcel 15-054900 and parcel 15-102520 owned by Heinrich and Adele Koenen by deed recorded in volume 1799, page 703 of the Geauga County Records of Deeds, a distance of 294.97 feet to a 5/8 inch iron pin found at a southeasterly corner of said parcel 15-102520, passing through a 5/8 inch rebar found at a distance of 250.00 feet;
- Course XIII. Thence along a southerly arc of said parcel 15-102520, along the arc of a curve, deflecting to the right, having a delta of  $25^{\circ}01'39''$ , a length of 117.94 feet, a radius of 270.00 feet, a tangent of 59.93 feet, and a chord which bears South  $42^{\circ}18'46''$  West a distance of 117.00 feet to a 5/8 inch rebar found, capped "Foresight Eng.;"
- Course XIV. Thence South  $54^{\circ}49'36''$  West along a southerly line of said parcel 15-102520, a distance of 34.68 feet to a 5/8 inch rebar found, capped "Foresight Eng.;"
- Course XV. Thence along a southerly arc of said parcel 15-102520, along the arc of a curve, deflecting to the right, having a delta of  $90^{\circ}00'00''$ , a length of 47.12 feet, a radius of 30.00 feet, a tangent of 30.00 feet, and a chord which bears North  $80^{\circ}10'24''$  West a distance of 42.43 feet to a 5/8 inch rebar found, capped "Foresight Eng.;" on an easterly right of way of said Old State Road;
- Course XVI. Thence South  $54^{\circ}49'36''$  West along a southerly line of said parcel 15-102520, a distance of 33.00 feet to the centerline of said Old State Road and a southwesterly corner of said parcel 15-102520;

Course XVII. Thence South 35°10'24" East along the centerline of said Old State Road, a distance of 120.00 feet to the place of beginning and containing 36.7489 acres of land, as surveyed and described by Foresight Engineering Group, Inc. in January 1996 and updated in August 2005, 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 1774, page 1625 of the Geauga County Records.

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

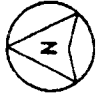
11/15/06  
DATE



WETLAND LOCATION MAP FIGURE 4

CHAGNIN VALLEY ENGINEERING, LTD.  
 PROJECT: 9215 OLD STATE ROAD  
 LOCATION: HAMBDEN TWP., OHIO

PROJECT No: 05200



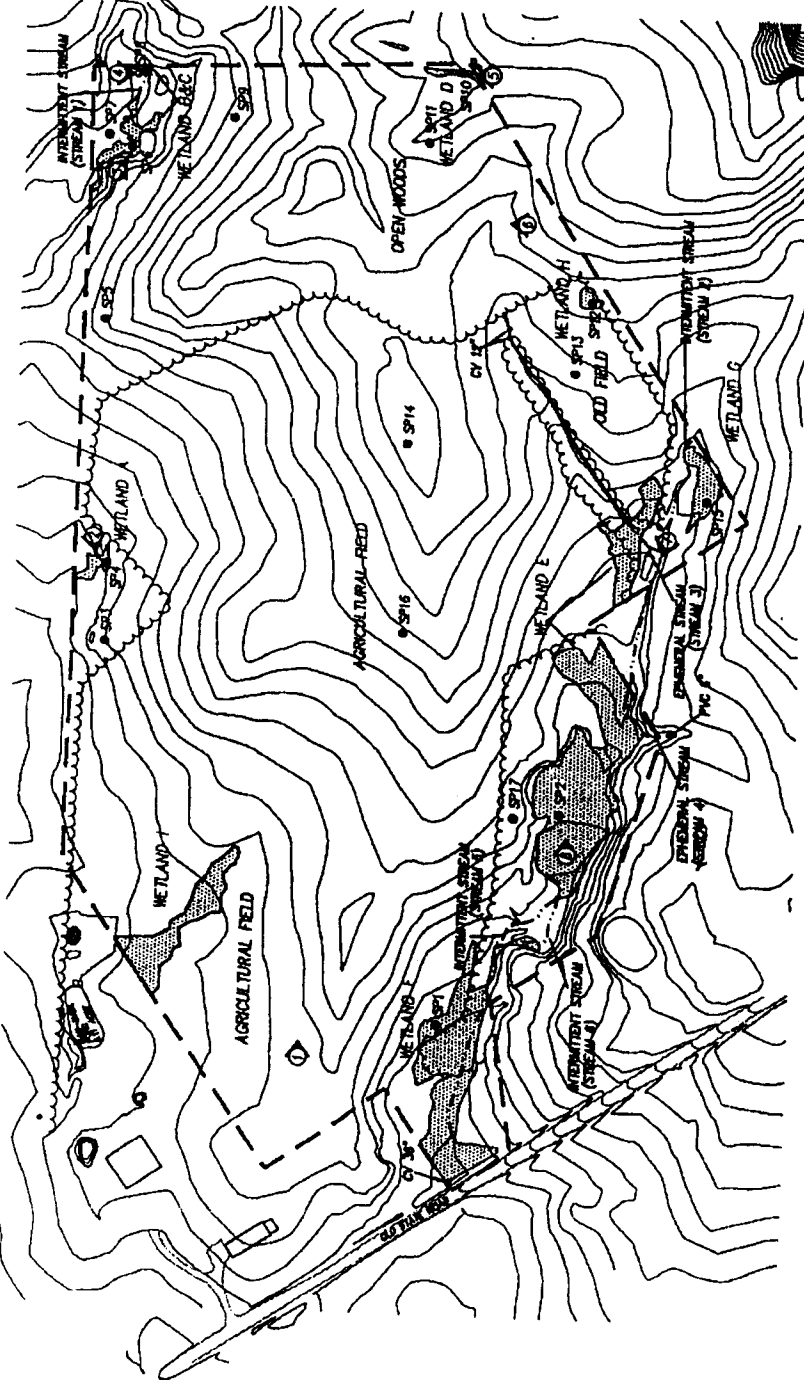
WETLAND	ACREAGE
A	0.03
B&C	0.11
D	0.02
E	1.13
F	0.61
G	0.10
H	0.02
I	0.26
TOTAL	2.28

TOTAL POTENTIAL STREAM  
 1,260 LF (INTERMITTENT)  
 + 60 LF (EPHEMERAL)  
 = 1,320 LINEAL FEET



REVISED 10-27-05

EXHIBIT B



LEGEND

- WETLANDS
- STREAM
- AREA DELINEATED
- TREE LINE
- PHOTOGRAPH LOCATION
- SAMPLE POINT

SOMMERS, RYAN  
 D/A Processing No. 2005-02619(0)  
 Geauga County, Ohio Quad: CHARDON  
 Sheet 2 of 2