

# COUNTY OF LAKE

2006R044266

LAKE COUNTY OHIO  
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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
MELROSE FARMS SUBDIVISION  
CITY OF WILLOUGHBY, OHIO**

**COPY**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MELROSE FARMS SUBDIVISION, is made this 5<sup>th</sup> day of October, 2006, by Loreto Venture Group III, Ltd., an Ohio Limited Liability Company, whose address is 2794 SOM Center Road, Suite 5, Willoughby, Ohio 44094, (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant owns in fee simple, certain real property situated in the City of Willoughby, County of Lake, State of Ohio (hereinafter referred to as the "Premises"), and described in the legal description attached hereto and marked as Exhibit "A" and incorporated herein;

**WHEREAS**, Declarant proposes to develop and improve the Premises for single family residential purposes under a general plan or scheme of development to be known as "Melrose Farms Subdivision Phase I" and does also hereby desire to create and establish certain restrictions, and obligations pursuant to such plan or development with respect to the 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. No building lot in whole or part shall be used for anything other than single family residential home construction. Use of any building lot or partial building lot for roadway, street, or anything else other than single-family residential home construction is strictly prohibited. No building or structure shall be erected, placed, permitted, or maintained on 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 or by an architectural review committee appointed by the Declarant, which shall consider in approving or disapproving, but need not be limited to such factors, 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. After all of the building lots have been sold and transferred by the Declarant, the Board of Trustees of the "Association" as hereinafter defined shall appoint a three-member architectural review committee from the members of the Association. In the event said Declarant or such committee fails to approve or disapprove any submitted plans within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved.

All dwellings shall meet the following minimum restrictions:

1. No dwelling other than a single-family dwelling, with at least 1800 square feet of living area for a one-story; 2400 square feet of living area for a two story; and 2200 square feet of living area for a one and one-half story , excluding basements, garages, breezeways, and porches shall be constructed on the Premises.
2. All structures shall be of a traditional style. No long cabins, domes, bi-levels, raised ranches, A-frames, or modern-styled dwellings shall be permitted.
3. Each dwelling shall have at least a two-car attached garage with minimum inside dimensions of twenty-two feet by twenty-two feet (22' X 22'). Each garage shall have a concrete floor. Each garage shall have at least one (1) window in addition to any window or windows in the garage doors and all garage openings shall be equipped with garage doors. All garages shall be on the "high" side of the building lot unless otherwise specifically approved by the Declarant or by the architectural review committee.
4. Each building lot shall be fully-landscaped including lawns within ten (10) months after occupancy. Landscaping shall include at a minimum all lawn areas, two (2) shade trees each of which shall be at least 2 ½" in caliper, and twenty (20) shrubs in the front yard. In reviewing the building plans, the Declarant or the architectural review committee shall consider and encourage the retention of all natural vegetation existing on the property.
5. Glass block, concrete block, or similar materials shall not be permitted as an exterior material.
6. Exterior portions of foundation walls on the front elevation only shall be covered with brick, stone, or cement stucco to grade.
7. Roofs shall be of "architectural grade" asbestos, fiberglass, or asphalt shingles or cedar shakes.
8. All buildings shall have a sloping roof with a minimum pitch of 4 to 12 and a maximum of 15 to 12.
9. All structures shall be provided with PVC, metallic or other approved gutters and downspouts for conducting water away from walls and foundations.
10. The building line, location of the dwelling, exterior elevations, and building plans and specifications (including color and all other details) for the dwelling to be constructed shall be subject to approval, in writing, by the Declarant or the architectural review committee, prior to the start of construction. The minimum building line shall be sixty five feet (65') or as shown on the Plat of Subdivision from the centerline of the road. Declarant reserves the right to modify the minimum building line for topographical or other reasons as the Declarant shall in its sole discretion deems advisable. In order to promote the orderly review of site plans and house plans, two sets of all plans must be completed and submitted to

the Declarant or the architectural review committee before filing for a building permit with the City of Willoughby. To expedite the overall review/approval process, Declarant or the architectural review committee will review and comment upon "rough sketches" in order to inform the applicant of probable approval before expenditure of significant time and money in preparation of detailed final review plans.

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

A minimum of 25% of the residence front elevation square footage exclusive of door and window openings, shall be constructed with brick or stone. An 8" high x 16" long stone address marker shall be installed on the front elevation of each residence in the brick or stone area on the driveway side of the home. The house address numbers shall be painted in black.

12. All driveways shall be concrete.
13. No trailer, basement, tent, or other outbuilding 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.
14. 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 Declarant and the Association or its successors and assigns harmless from any liability for the cost of repairing such street.
15. No part of any building lot shall be used or maintained as dumping ground for rubbish, trash, garbage or any other discarded material at any time especially during home construction. Garbage and waste may not be kept outside any structure except in a clean and covered container.
16. All dwellings or other structures shall be serviced by underground gas, electric, water, telephone and cable television facilities. No building lot structure shall be serviced by overhead poles or wires.

## ARTICLE 2:

The Declarant will be filing for record with the Lake County Auditor and Lake County Recorder, a Subdivision Plat for Phase I of the MELROSE FARMS SUBDIVISION, creating individual building lots. Each building lot set forth on the Subdivision Plat Plan in the MELROSE FARMS SUBDIVISION is referred to as a "building lot."

### ARTICLE 3:

No building, other than one (1) single-family residence with attached garage, shall be erected, placed, or suffered to remain on any building lot, and no such single-family residence shall be occupied by more than one (1) family and members of its domestic staff. Provided that provisions of Article 1 above are not violated, nothing contained in this Article 3, however, 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. A tennis court shall be permitted. An accessory building compatible with the residence shall be permitted, however, written approval prior to construction of the accessory building, pools, tennis courts and other structures shall be received from Declarant or the architectural review committee. The ground floor area of all unattached accessory buildings shall not exceed five percent (5%) of the area of any building lot.

### ARTICLE 4:

No industry, business, trade, occupation, or profession of any kind, whether it be commercial, religious, charitable, education, or otherwise, whether or not organized for profit, shall be conducted, maintained, or permitted on any portion of any building lot. Notwithstanding the foregoing, operation of a home office shall be permitted.

### ARTICLE 5:

No livestock or poultry of any kind shall be kept or harbored upon any building lot for any purpose and 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 suffered to remain upon any building lot, except for a "for sale" sign for the purposed of advertising the sale of said building lot or residence. Further, Declarant shall notwithstanding the foregoing, be entitled to maintain such advertising signs, billboards, etc. as it, in sole discretion, deems appropriate in order to promote the development of MELROSE FARMS SUBDIVISON.

### ARTICLE 7:

No commercial vehicles or trailers of any kind shall be stored or parked on any building lot, nor parked on the roadway. No recreational-type truck, trailer, or vehicle, and no boat shall be stored or parked on any portion of any building lot except may be parked in a closed garage or concealed from the roadway and other building lots by hedges, lattice work, or other screening. No overnight parking of any type of vehicle or equipment on or in the public right-of-way.

ARTICLE 8:

Only pets of the 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.

ARTICLE 9:

No fence or other device installed for the purpose of separating building lots (other than natural shrubbery) shall be maintained on any building lot. Notwithstanding the foregoing, an underground so-called "Invisible Fence" for pet control shall be permitted, and privacy fences around patio areas may be installed subject to the approval of the Declarant as to location, materials, height, and design and/or by the Architectural Review Committee to be hereafter established as hereinabove provided. No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any building lot.

ARTICLE 10:

Every owner will install a mailbox and post that is designated and/or approved by the Declarant at the homeowner's expense.

ARTICLE 11:

All building lots shall grade in accordance with the overall drainage plan and other criteria provided by the Developer. Drainage and grading shall meet all requirements of the proper government agencies.

ARTICLE 12:

Street lights shall be provided and installed by The Illuminating Company in the MELROSE FARMS SUBDIVISION. The annual operations and maintenance costs (power usage) charged by The Illuminating Company shall be equally divided and paid by each individual lot owner as a fee levied with their property taxes. These tax charges will be paid in a like manner similar to other taxes levied by the City of Willoughby and the Lake County Auditor's Office. All maintenance of the street lights shall be performed by The Illuminating Company and not by the property owner or the Association.

ARTICLE 13:

All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a building lot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear. The owner of each building lot shall mow, or cause to be mowed, all grass or other vegetation thereon, except decorative landscaping, ground cover, and garden plants, to a height not exceeding four inches (4"). The foregoing obligation shall apply to all building lots within MELROSE FARMS SUBDIVISION, including vacant building lots.

ARTICLE 14:

Cost required to maintain the Subdivision sign(s), entrance landscaping, and entrance area shall be paid by the Association.

ARTICLE 15:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. No structure, plants or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each building lot and all improvements in it shall be maintained continuously by the owner of the building lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE 16:

No noxious or offensive activity shall be carried on upon any building lot, nor shall anything be done on that building lot that may become an annoyance or nuisance to the neighborhood. The nuisance activity shall be judged by a "community wide standard".

ARTICLE 17:

Declarant shall cause to be formed an Ohio Corporation, not-for-profit, to be called MELROSE FARMS SUBDIVISION OWNERS' ASSOCIATION, INC. (herein "Association") which shall be formed for the following purposes:

- A. To accept ownership or easements of real estate along with any improvements or equipment located or to be located thereon; as shown on the MELROSE FARMS SUBDIVISION plat.
- B. To maintain such real estate and easements for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of any and all ponds, drainage ways, entrance plantings, cul-de-sac center islands, subdivision signs, fences and all facilities and structures erected thereon. In the event that the City of Willoughby determines that any pond(s) and/or drainage ways are not being properly maintained by the Association, the City may so notify the President of the Association. If the Association does not properly correct the maintenance in question within sixty (60) days (weather permitting), then the City shall have the authority to perform the necessary maintenance and charge all costs to the Association. The Association agrees to reimburse the City for these costs within sixty (60) days of receiving the bill. In the event the Association fails to reimburse the City within sixty (60) days, the City has the right to certify the unpaid costs to the Auditor of Lake County, which amount shall be placed on the tax duplicate for each lot in the subdivision for collection in the next ensuing tax

year. The amount certified shall be determined by dividing the amount unpaid by the number of lots in the subdivision.

- C. To represent and promote the welfare of the residents of the MELROSE FARMS SUBDIVISION as aforesaid generally; and to cooperate with the officials of municipal, county, state and other public authority for the promotion and betterment of the interests of the said Subdivision 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 municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in the Subdivision as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements. Nothing herein shall release the Association from the obligation of properly maintaining and regulating the drainage ways and easements contained within the MELROSE FARMS SUBDIVISION.

Each owner of a building lot within the Subdivision shall be a Member of the Association, provided that Declarant may elect to create different classes of membership in the Association as between the Declarant and other owners of building lots within the Subdivision, and Declarant may otherwise organize the Association as the Declarant in its sole discretion deems appropriate.

#### ARTICLE 18:

Each owner of a building lot within the Subdivision hereby covenants, and each owner of any building 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.

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 Subdivision ponds, drainage ways, landscaping, subdivision signs, fences, and other items which are the responsibility of the Association, including the payment of real estate taxes and insurance on any lands owned by the Association.

The initial annual assessment for each building lot shall be \$100.00. Both annual and special assessment must be fixed at a uniform rate for all building lots. The annual assessment may be increased or decreased by a majority vote of the Board of Trustees. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment. Annual assessments must be fixed at a uniform rate for all building lots and shall be collected at regular intervals. Said interval shall not be more frequent than monthly, not less frequent than annually provided; however, nothing herein shall prohibit prepayment of assessments.

The annual assessments provided for herein shall commence as to all building lots on June 1, 2007. The Board of Trustees of the Association 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 Trustees. 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 building lot have been paid. For purposes of this document, the annual assessment period shall be the calendar year.

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 attorneys' fees, may be filed with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board of Trustees. The certificate shall contain a description of the building 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 building lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any building lot shall not affect the assessment lien. However, the sale or transfer of any building 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 building lot from liability for any assessments thereafter becoming due of from the lien thereof.

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 in such event be assessed for the same.

A. EXEMPTIONS:

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 Association.
3. Vacant building lots owned by Declarant.

ARTICLE 19:

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 20:

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 21:

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, any one or all of the owners of any building lots or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. The remedies of any one or all such owners of building lots or of the Declarant specified herein shall be cumulative as to each and as to all other permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights, or easements shall in no event be construed, taken or held to be a waiver thereof.

ARTICLE 22:

The Association shall be responsible for all maintenance of landscaped entrance, including fencing, lighting, pillars, posts, and cul-de-sac areas including but not limited to, mowing, edging, pruning, planting, etc.

The Association shall also be responsible for maintenance of any stormwater retention basin, road culverts and private drive culverts that are within drainage easements as shown on the plat of MELROSE FARMS SUBDIVISION.

ARTICLE 23:

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 MELROSE FARMS SUBDIVISION is covered by an Ohio EPA General Storm Water NPDES Permit for Construction Activities No. \_\_\_\_\_.

Declarant is required to inform the building lot purchaser of each building 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 in the MELROSE FARMS SUBDIVISION is required to submit an Individual Lot Notice of Intent for coverage under Ohio EPA Storm Water Construction General Permit (*form attached*). 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  
PO BOX 1049  
Columbus, OH 43266-0149

Each purchaser/owner of the individual building lots at the MELROSE FARMS SUBDIVISION hereby is notified of the foregoing requirements and agrees to comply with all of the foregoing requirements and to indemnify and hold the Declarant 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 an hereafter modified.

Each purchaser/owner assumes responsibility for storm water control and silt and erosion control with respect to each building lot from the date of transfer of ownership.

#### ARTICLE 24:

The provisions of this Declaration may be modified or amended in whole or in part only as follows:

1. By the Declarant or the Declarant's successors and assigns unilaterally to subject additional lands to this Declaration to the extent that such additional lands comprise subsequent phases of Melrose Farms Subdivision in order to provide a general plan or scheme of development of the several contemplated phases of Melrose Farms Subdivision.
2. 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 Lake County Recorder. Notwithstanding the foregoing, so long as Declarant is the owner of any of the building lots in the MELROSE FARMS SUBDIVISION, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of the Declarant.
3. Notwithstanding the foregoing, so long as the Declarant is the owner of any building lots in the MELROSE FARMS SUBDIVISION, and for a period of five (5) years from the date of transfer of title of the last building lot from the Declarant, said Declarant reserves the right to modify or waive any or all of the provisions hereof as to any individual building lot or as to all building lots, as the Declarant, in its sole discretion, deems advisable.

#### ARTICLE 25:

This Declaration shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Lake County Recorder's office and for twenty (20) years thereafter, and shall be automatically extended for successive ten (10) year periods thereafter, unless on or before expiration of each such prior period the owners of a majority of the building lots shall by written instrument duly recorded, declare a termination of the same.

ARTICLE 26:

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 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. The Purchaser of each building lot shall have the responsibility to notify all future and subsequent purchasers of all conditions contained within the deed restrictions and the purchase agreement between the developer and the building lot buyer.

**IN WITNESS WHEREOF**, Declarant has duly executed this Declaration the day and year first above-written.

LORETO VENTURE GROUP III, LTD.

BY: *Loreto M. Lafelice*  
Loreto M. Lafelice, President

STATE OF OHIO    )  
                          ) SS:  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public, in and for said County and State, personally appeared the above named Loreto M. Lafelice, President of LORETO VENTURE GROUP III, LTD., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed as President of LORETO VENTURE GROUP III, LTD.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at *Painesville*, Ohio this *5th* day of *OCTOBER* 2006.

*David J. Richards, Jr.*  
Notary Public



**DAVID J. RICHARDS, JR., Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.**

**EXHIBIT "A"**



Polaris Engineering & Surveying  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

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MAY 10, 2006  
LEGAL DESCRIPTION  
OF  
MELROSE FARMS SUBDIVISION PHASE 1  
(16.6040 ACRES)

Situated in the City of Willoughby, County of Lake, and State of Ohio, known as being part of Original Willoughby Township Lots No.2 and 15 in the Gore Tract:

Beginning at a 1 inch iron pin in a monument box at the intersection of the centerline of Bell Road (60' wide) dedicated in volume "B" page 111 of Lake County Road Records, with the centerline of Lost Nation Road (80 feet wide) as shown by Centerline Plat recorded in volume 18, page 32 of Lake County Plat Records;

Thence South  $15^{\circ}27'58''$  West, along the centerline of said Lost Nation Road, 543.85 feet to a point therein;

Thence South  $89^{\circ}42'18''$  East, 41.44 feet to a point in the easterly sideline of said Lost Nation Road, said point also being the southwesterly corner of Land Conveyed to Joseph A. and Laura J. Severino by instrument no. 1997R024148 of Lake County Records (P.P.N. 27-B-049-A-00-012-0), (witness: a 5/8 inch iron pin found 0.18 feet westerly) and **THE PRINCIPAL PLACE OF BEGINNING:**

- COURSE I Thence continuing South  $89^{\circ}42'18''$  East, along the southerly line of said Joseph A. and Laura J. Severino, 696.82 feet to a 5/8 inch iron pin (Id: Polaris) set therein;
- COURSE II Thence North  $04^{\circ}34'43''$  East, 111.06 feet to a 5/8 inch iron pin (Id: Polaris) set in the southerly line of Land Conveyed to Guiseppe Severino by instrument no. 1996R040524 of Lake County Records (P.P.N. 27-B-049-A-00-017-0);
- COURSE III Thence South  $89^{\circ}28'03''$  East, along said southerly line, 275.70 feet to the southeasterly corner thereof (witness: a 5/8 inch iron pin found .0.13 feet westerly);
- COURSE IV Thence North  $04^{\circ}34'43''$  East, along the easterly line of said Guiseppe Severino, 109.27 feet to a 5/8 inch iron pin found at the northeasterly corner thereof, said point also being the southwesterly corner of land conveyed to John J. and Heather M. Kwedder by instrument no. 2002R008417 of Lake County Records (P.P.N. 27-B-049-A-00-018-0);

MAY 10, 2006  
LEGAL DESCRIPTION  
OF MELROSE FARMS  
SUBDIVISION PHASE 1  
PAGE 2

- COURSE V Thence South 89°34'06" East, along the southerly line of said Kwedder, 85.08 feet to a 5/8 inch iron pin (Id: Polaris) set at the southeasterly corner thereof, said point also being the southwesterly corner of land conveyed to Patricia D. and Alfred W. Cornwall by instrument no. 2001R002051 of Lake County Records (P.P.N. 27-B-049-A-00-004-0);
- COURSE VI Thence South 89°19'19" East, along the southerly line of said Patricia D. and Alfred W. Cornwall, and the southerly line of land conveyed to Patricia D. Cornwall by deed recorded in volume 743, page 332 of the Lake County Deed Records (P.P.N. 27-B-049-A-00-003-0), 213.65 feet to a 5/8 inch iron pin (Id: Polaris) set in the westerly line of land conveyed to Hattie M. Lord by deed recorded in instrument no. 1997R044954 of Lake County Records (P.P.N. 27-B-049-A-00-002-0);
- COURSE VII Thence South 04°30'20" West, along the westerly line of said Hattie M. Lord, 19.31 feet to a 5/8 inch iron pin (Id: Polaris) set at the southwesterly corner thereof;
- COURSE VIII Thence South 89°19'18" East, along the southerly line of said P.P.N. 27-B-049-A-00-002-0 of Hattie M. Lord, and the southerly line of land also conveyed to Hattie M. Lord by deed recorded in instrument no. 1997R044953 of Lake County Records (P.P.N. 27-B-049-D-00-007-0), 190.20 feet to a 5/8 inch iron pin (Id: Polaris) set in the westerly line of land conveyed to Frank M. Gredence by deed recorded in instrument no. 1997R016984 of Lake County Records (P.P.N. 27-B-049-D-00-006-0);
- COURSE IX Thence South 04°30'15" West, along the westerly line of said P.P.N. 27-B-049-D-00-006-0 of Frank M. Gredence, 30.00 feet to a 5/8 inch iron pin (Id: Polaris) set in the southwesterly corner thereof;
- COURSE X Thence South 89°17'10" East, along the southerly line of said P.P.N. 27-B-049-D-00-006-0 of Frank M. Gredence, and the southerly line of land also conveyed to Frank M. Gredence by deed recorded in instrument no. 1997R016984 of Lake County Records (P.P.N. 27-B-049-D-00-005-0), 166.33 feet to a 5/8 inch iron pin (Id: Polaris) set in the southeasterly corner thereof, said point also being in the westerly line of land conveyed to Michael Johnston by instrument no. 1997R025526 of Lake County Records (P.P.N. 27-B-049-D-00-013-0);
- COURSE XI Thence South 04°14'22" West, along the westerly line of said Johnston, 50.49 feet to a 5/8 inch iron pin (Id: Polaris) set therein;

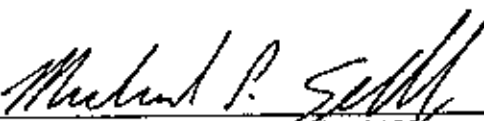
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- COURSE XII Thence South 89°49'58" West, 301.19 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XIII Thence South 00°10'02" East, 168.95 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XIV Thence North 89°49'58" East, 46.82 feet to a point;
- COURSE XV Thence South 00°10'02" East, 60.00 feet to a point;
- COURSE XVI Thence 31.42 feet along the arc of a curve deflecting to the left, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears South 44°49'58" West 28.28 feet to a point;
- COURSE XVII Thence South 00°10'02" East, 360.00 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XVIII Thence South 89°49'58" West, 60.00 feet to a point;
- COURSE XIX Thence 31.42 feet along the arc of a curve deflecting to the left, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears North 45°10'02" West 28.28 feet to a point;
- COURSE XX Thence South 89°49'58" West, 181.42 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XXI Thence South 00°10'02" East, 150.00 feet to a 5/8 inch iron pin (Id: Polaris) set at the northeasterly corner of land conveyed to Steven R. and Marianne R. Armstrong by deed recorded in volume 514, page 1029 of Lake County Official Records (P.P.N. 27-B-047-C-00-003-0);
- COURSE XXII Thence South 89°49'58" West, along the northerly line of said Armstrong, and the northerly lines of the following: Jack and Karen L. Anderson by instrument no. 1997R022480 of Lake County Records (P.P.N. 27-B-047-C-00-006-0), Jerome R. Gill by instrument no. 2001R032971 of Lake County Records (P.P.N. 27-B-047-C-00-005-0), Judith Marie Laws by instrument no. 2001R021908 of Lake County Records (P.P.N. 27-B-047-C-00-004-0), Michelle Topazio by instrument no. 2002R041025 of Lake County Records (P.P.N. 27-B-047-C-00-007-0), Joseph and Florence Petrick by deed recorded in volume 800, page 633 of Lake County Deed Records (P.P.N. 27-B-047-C-00-008-0), and a portion of the northerly line of Kolarovic's Subdivision as shown by plat recorded in volume "I", page 58-E of Lake County Plat Records, 640.00 feet to a 5/8 inch iron pin (Id: Polaris) set therein;



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- COURSE XXIII Thence North  $00^{\circ}10'02''$  West, 150.00 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XXIV Thence South  $89^{\circ}49'58''$  West, 18.58 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XXV Thence North  $00^{\circ}10'02''$  West, 360.00 feet to a 5/8 inch iron pin (Id: Polaris) set;
- COURSE XXVI Thence South  $89^{\circ}49'58''$  West, 342.10 feet to a 5/8 inch iron pin (Id: Polaris) set in the easterly line of land conveyed to Richard Parobek by deed recorded in volume 715, page 1113 of Lake County Official Records (P.P.N. 27-B-049-A-00-016-0);
- COURSE XXVII Thence North  $15^{\circ}15'16''$  East, along the easterly line of said Parobek, 1.05 feet to a 5/8 inch iron pin (Id: Polaris) set at the northeasterly corner thereof;
- COURSE XXVIII Thence North  $89^{\circ}32'52''$  West, along the northerly line of said Parobek, 136.72 feet to a 5/8 inch iron pin (Id: Polaris) set in the easterly sideline of said Lost Nation Road;
- COURSE XXIX Thence North  $15^{\circ}27'58''$  East, along said easterly sideline 129.56 feet to the **PRINCIPAL PLACE OF BEGINNING** and containing 16.6040 acres of land (723,275 square feet) based on a survey performed in January, 2006 by Michael P. Spellacy, P.S. No. 8169 of Polaris Engineering and Surveying, Inc., be the same, more or less, but subject all legal highways and easements of record. Bearings used herein refer to NAD 83 datum, and all iron pins set are 5/8 inch by 30 inch rebar with plastic identification caps.

 07-26-06  
Michael P. Spellacy, P.S. No. 8169



