

# COUNTY OF LAKE

2004R023698

LAKE COUNTY OHIO  
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FRANK A SUPONCIC  
LAKE COUNTY RECORDER

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**FRANK A. SUPONCIC, CPA**  
**RECORDER**

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A handwritten signature in black ink, appearing to read "Frank A. Suponic".



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**DECLARATION OF COVENANTS AND RESTRICTIONS  
NATURE PRESERVE I SUBDIVISION  
TOWNSHIP OF CONCORD, OHIO**

THIS DECLARATION, made this 10<sup>th</sup> day of MAY, 2004 by and between **RICHARD M. OSBORNE, TRUSTEE U/T/A/ 1-13-95**, hereinafter referred to as "Declarant"; and **NATURE PRESERVE I OWNERS' ASSOCIATION, INC.** an Ohio non-profit corporation, hereinafter sometimes referred to as "the Association".

**WITNESSETH THAT**

**WHEREAS**, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a residential community, to be called **NATURE PRESERVE I SUBDIVISION** (hereinafter referred to as the "Subdivision" and/or as "Nature Preserve I Subdivision"); and

**WHEREAS**, Nature Preserve I Subdivision is being developed as a residential subdivision in accordance with the requirements of the Township of Concord and the County of Lake as reflected in administrative and/or quasi-judicial and/or legislative proceedings before said Township and County and as shall be reflected in final resolutions to be adopted by said Township and County approving Nature Preserve I Subdivision; and

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an organization which shall be charged with the responsibilities of administering and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and

**WHEREAS**, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, Nature Preserve I Subdivision Owners Association, Inc. (the "Association") for the purpose of exercising the functions aforesaid; and

**WHEREAS**, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

*2004R023698*

CHICAGO TITLE INSURANCE CO.  
Order No. P-2000752

**NOW THEREFORE, Declarant declares that the real property described in Article II, Section 1 (the "Property") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens contained in this Declaration, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators, or assigns.**

### **ARTICLE I DEFINITIONS**

**Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):**

(a) "Common Areas and Facilities" shall mean all areas, facilities, and improvements within Nature Preserve I Subdivision which are not within the confines of any Sublot, and those additional areas, facilities and improvements located within the confines of Sublots which are, by their nature, intended for the use and benefit of Members and Owners in common. The Common Areas and Facilities shall be initially established, constructed and installed by Declarant. Common Areas and Facilities include, but shall not be limited to, entrance landscaping.

(b) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(c) "Living Unit" shall mean and refer to any detached single family dwelling located on a Lot or Sublot.

(d) "Sublot" or "Lot" shall mean and refer to any subdivision of land shown upon any recorded subdivision map of all or any portion of the Property described in Article II, Section 1 hereof.

(e) "Member" shall mean and refer to all persons or entities who are members of the Association as provided in Article III, Section 1 hereunder.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Sublot and/or Living Unit situated upon the Property, but, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired Fee Simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Plat" shall mean the subdivision plat pursuant to which Nature Preserve I Subdivision is created as approved by the governmental authorities having jurisdiction with respect to the approval of same, including, but not limited to, Concord Township.

(h) "Environmental Easement" means the environmental easement which has or will hereafter be granted by Declarant to Lake Metroparks.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1 - The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township of Concord, Ohio, and is described in Exhibit "A" attached hereto and incorporated herein.

Section 2 - Conflicting Laws, etc. It is intended by the Declarant, its successors and assigns, that this Declaration shall not in any way supersede, prevail or control over any laws, ordinances, rules and regulations now in effect or hereafter enacted by the Township of Concord.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Sublot or unallotted land which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications. The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (e), with the exception of the Declarant. Class A members shall be entitled to one vote for each Living Unit or Sublot in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Living Unit or Sublot, all such persons shall be members, and the vote for such Living Unit or Sublot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Sublot.

Class B. The Class B member shall be the Declarant and Declarant as the Class B member shall be entitled to ten (10) votes for each Living Unit or

Sublot owned in the Exhibit "A" property. Class B membership shall cease and become converted to Class A membership when Declarant no longer owns any Living Units or Sub-lots.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration and as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation laws of the State of Ohio as they may be in effect from time to time.

#### **ARTICLE IV** **DUTIES OF ASSOCIATION AND COVENANT FOR MAINTENANCE AND ASSESSMENT**

Section 1 - Duties of Association. The Association shall be charged with the duty and responsibility of maintaining, repairing and replacing the Common Areas and Facilities. Further, the Association shall be charged with the duty and responsibility of (i) promoting the recreation, health, safety and welfare of the Members; (ii) granting and accepting easements; (iii) levying and collecting the assessments provided for hereinbelow; (iv) insuring compliance by Members with terms and provisions of the Environmental Easement; and (v) performing such other services and taking such other actions as are approved by the Members and as are not inconsistent with the terms and provisions hereof.

Section 2 - Creation of the Lien and Personal Obligation of Assessment. Declarant from and after the filing of the Plat and each Owner of any Living Unit or Sublot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) reasonable annual assessments or charges; and (2) reasonable special assessments for capital improvements and other expenditures approved by the Association; such assessments to be fixed, established and collected from time to time as hereinafter provided. Further, each owner of a Sublot within the Subdivision shall, from and after the construction of a Living Unit thereon, pay as an annual assessment to the Association the sum of \$25.00 per year in order to create a fund for the purpose of securing compliance by the Members with terms and provisions of the Environmental Easement. Provided, notwithstanding the foregoing, such assessments with respect to the Environmental Easement shall terminate when amounts deposited pursuant thereto including interest earned thereon total in the aggregate the sum of \$30,000.00. Funds so collected by the Association with respect to the Environmental Easement shall be deposited in a separate account, which account shall be established in such manner as to allow Lake Metroparks to draw upon same when in the reasonable opinion of Lake Metroparks, the Members have failed in one or more respects to comply with terms of

the Environmental Easement, and such funds shall be used by Lake Metroparks in order to address any such failures. In the event that the cost of compliance activities undertaken by Lake Metroparks exceeds the amount on deposit in said separate fund, the Association shall fund the shortfall by assessing the non-complying Owners. The annual and special assessments together with costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property or Sublot against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

**Section 3 - Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of providing funds necessary for the Association's discharge of its duties and responsibilities as herein provided.

**Section 4 - Basis of Annual Assessments.** The date of commencement of annual assessment and the amount thereof shall be determined by the Trustees of the Association pursuant to Article IV, Section 6 hereof. The assessment period shall be based on the calendar year. The Board of Trustees shall establish a Budget and set the assessments for each year.

**Section 5 - Special Assessments for Capital Improvements, Etc.** In addition to the assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement including necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the Board of Trustees.

The assessments set out in Sections 2, 4, and 5 above are enforceable as provided by law or under Article IV, Section 8 of this Declaration.

**Section 6 - Date of Commencement of Assessments.** Except as otherwise herein provided with respect to the assessments related to the Environmental Easement, the annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

Except as otherwise provided herein, the first annual assessment shall be made for the balance of the calendar year in which it is made and levied and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

Annual assessments shall be paid yearly, semi-annually, quarterly, or monthly as determined by the Trustees, except that the annual assessment relating to the Environmental Easement shall be paid annually as provided in Section 2 of this Article IV.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessments. Special assessments shall be paid yearly, semiannually, quarterly or monthly as determined by the Trustees.

All assessments shall be apportioned by dividing the total sum thereof by the number of Sublots in Nature Preserve I Subdivision.

Section 7 - Duties of the Board of Trustees The Board of Trustees of the Association shall supervise and manage the affairs of the Association and shall cause the Association to discharge its duties as established herein, and shall levy and collect assessments as herein provided. Further, the Board of Trustees of the Association shall prepare a roster of the Owners of the Sublots and of the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of an assessment shall be sent to every Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 8 - Assessments a Lien; Effect of Non-payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association. All assessments shall be a lien against the subject Sublots and Living Units in the amount attributable thereto as hereinabove set forth from and after the date on which same are levied or assessed by the Trustees. If the assessments are not paid on the date when due, then such assessment shall become delinquent, together with interest thereof and cost of collection thereof as hereinafter provided.

If any installment of an assessment or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation; provided, however, upon the Association's filing of a lien of record against the property, the same shall be enforceable against the Owner's successor in title, if not satisfied by the Owner.

The Association may file in the office of the County Recorder an Affidavit of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Affidavit of Lien and, its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property. The Association shall cause a copy of said Affidavit of Lien to be served by regular United States certified mail postage prepaid, to the last known address of the Owner.

Section 9 Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of a first mortgage, if any, placed upon the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the Township of Concord and devoted to public use; and (b) All properties of the Township of Concord which are exempted from taxation by the laws of the State of Ohio.

## **ARTICLE V** **ARCHITECTURAL CONTROL**

Section 1 - Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within the Property, until the plans and specifications showing the nature, kinds, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Declarant or its representative in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types. Responsibility for Architectural Control as described above will transfer from the Declarant to the Association when Declarant ceases to own any Sublots, whereupon the Board of Trustees may, if it so desires, establish an Architectural Review Committee comprised of three (3) members, all of which shall be Members. The Board of Trustees shall be responsible for appointing all three members. The Board of Trustees shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.



Section 2 - Architectural Review - Township. The procedures established for architectural control set forth in Section 1 above by the Declarant for itself, the Association and the Architectural Review Committee to be hereafter established, shall not in any manner conflict with, supersede, abridge or limit the architectural review procedures now existing or hereafter established by the Township. Declarant's right of review and approval of structures to be built upon the Sublots within Nature Preserve I Subdivision is intended to be in cooperation with the architectural approval procedures adopted by the Concord Township in order to further ensure, preserve and obtain a desirable, suitable and harmoniously designed residential community containing high aesthetic values.

## **ARTICLE VI** **GENERAL REQUIREMENTS AND RESTRICTIONS**

Section 1 - Signs. No sign or other advertising device of any nature shall be placed upon any Sublot except for signs placed by the Declarant or by Builders and Developers and approved by the Declarant promoting the development and providing information to Owners and prospective purchasers. "House for Sale" signs may be permitted with the approval of the Board of Trustees.

Section 2 - Use. No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to dwelling units used as model homes by Declarant, Builders and Developers.

Section 3 - Clotheslines. No clothing or any other household fabric shall be hung outside of any Living Unit.

Section 4 - Machinery. After construction of a Living Unit, no machinery shall be placed or operated upon any Sublot except such machinery as is used in landscaping or in maintenance of a private residence, or such machinery as is used in connection with approved additions to the Living Unit or construction of additional improvements on such Sublot as approved by the Declarant and/or the Board of Trustees.

Section 5 - Fences. No fence of any kind whatsoever shall be erected or placed on any Sublot until the construction plans and specifications and a plan showing the location of the fence have been approved by the Declarant or the Architectural Review Committee as to quality of workmanship and materials, type of fence, harmony of design with existing structures and as to location with respect to topography and finished grade elevation.

Section 6 - Dumping, Trash, etc. No dumping is permitted on any part of the Property unless necessary for construction or improvements and authorized by the Declarant or the Board of Trustees of the Association. No Sublot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be

kept except in a sanitary container. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash cans, garbage cans and waste and refuse containers shall be kept and stored inside the garage of the main dwelling or inside any approved out-building and further, may only be deposited at the street for collection on the morning of the scheduled collection. Each Sublot must be kept and maintained in good visual order, with no debris or unsightly refuse permitted to accumulate by the Owner or Owners.

Section 7 - Miscellaneous Vehicles. No motorized vehicles (mini-bikes, motorcycles, mopeds, snowmobiles, etc.) shall be permitted to operate on any common areas. No vehicles other than automobiles, sport utility vehicles, or pick-up trucks shall be parked on any Sublot continuously for more than 8 hours.

Section 8 - Firearms and Hunting. Unless written approval of the Board is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees.

Section 9 - Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Sublot at any time, either temporarily or permanently, unless approved by the Declarant or Architectural Review Committee.

Section 10 - Construction Trailers, etc. Construction trailers utilized by Builders and/or Developers shall be placed as far as possible off public and private rights-of-way, and shall be concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way shall be graded and seeded as soon as possible after construction by the Owner. Every reasonable effort shall be made by the Builder/Owner to keep the sites clear of debris during construction.

Section 11 - Repairs and Maintenance. 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 Sublot 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.

Section 12 - Conduct of Business Prohibited No industry, business, trade, occupation or profession of any kind, whether commercial, religious, charitable, educational, or otherwise, whether or not organized for profit, shall be conducted, maintained, or permitted on any portion of a Sublot or within any portion of a Living Unit.

Section 13 - Underground Utilities Required All dwellings or other structures shall be serviced by underground electric, telephone, and cable television facilities. No Sublot or Living Unit shall be serviced by overhead electrical poles or wires.

**Section 14 – Prohibitions Applicable to Elevations Facing Dedicated Streets** There shall be no vinyl or aluminum siding utilized on any elevation of any Living Unit or other structure constructed within the Subdivision which faces a dedicated public street.

**Section 15 – Concrete Block or Other Foundation Materials to be Covered to Grade** Concrete block or other foundation materials shall, to the extent above final grade, be covered with brick or other building material acceptable to Declarant and shall not be left exposed.

**Section 16 - Mail Boxes** Mail boxes and mail box support posts, etc. shall be of a uniform design approved by Declarant, and no mail boxes or mail box support structures shall be utilized in the Subdivision except those which are consistent with the uniform design approved by Declarant.

**Section 17 – Minimum Living Unit Sizes** Living Units shall comply with the following minimum square footage requirements exclusive of basements, garages, porches, or balconies, to-wit:

1 Story/Ranch Living Unit:	2,200 square feet
1 ½ Story or Split Level Living Unit:	2,400 square feet
2 Story (or more) Living Unit:	2,800 square feet

## **ARTICLE VII EASEMENTS**

**Section 1 - Easements.** Except as prohibited pursuant to the terms and provisions of the Environmental Easement, the Declarant reserves the sole right to grant consents, easements and rights-of-way for the construction of public or private utility facilities, electric light, telephone and telegraph poles and conduits, cable television lines, security systems, gas pipes, sewer and water lines in, over, under and upon any and all highways or roadways now existing or hereafter established upon which any portion of any Sublot may now or hereafter front or abut. No structures, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities or which may change direction of flow or drainage channels or which may obstruct or retard the flow of water through drainage channels and/or the facilities referred to in this paragraph. The easement area of each Sublot and all improvements in it shall be maintained continuously by the Owner of the Sublot for those improvements therein for which a public or private authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Sublot

at any place or time that is required in order to make any installation, to carry out any maintenance, or to perform any other such function or operation in accordance with such easements. Furthermore, Declarant reserves easements and rights-of-ways, within, over, under and across the front ten (10) feet of each Sublot parallel with and contiguous to all street right-of-way lines for the installation, maintenance, repair and operation of underground gas lines, electric lines, telephone lines, cable television lines, security system lines and any other utility lines, wires, pipes and conduits; and, additionally, reserves the right to assign the use of said easements and rights-of-ways, or to grant easements or rights-of-ways for the same, to the respective utility companies and others to service the Sublots, or to dedicate the same to public use. The Declarant further reserves the sole right to grant the Environmental Easement on such terms and conditions as Declarant in its sole discretion deems appropriate, and each owner of a Sublot shall with respect to such Sublot comply at all times with the provisions thereof.

## **ARTICLE VIII** **GENERAL PROVISIONS**

**Section 1 - Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity and shall not be terminated except pursuant to a written instrument signed by the then owners of two-thirds (2/3) of the Sublots and Living Units and any such termination shall further be subject to the written consent of Concord Township and Lake Metroparks with respect to the Environmental Easement, which shall likewise be endorsed on such instrument and shall not be effective until said instrument has been filed for record with the office of the Lake County Recorder.

For purposes of meeting the two-thirds requirement, when Living Units are counted, the Sublot or Sublots upon which such Living Units are situated shall not be counted.

**Section 2 - Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3 - Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the Township of Concord is hereby expressly declared to be a third party beneficiary with respect to these covenants and restrictions and shall similarly be entitled to enforce same by proceedings at law or in equity against any person or persons violating or attempting violation, or to recover damages, as well as against the Association or any Owner.

**Section 4 - Binding Effect.** Each Grantee accepting a deed, lease or other instrument conveying any interest in a Sublot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

**Section 5 - Assignability.** The Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

**Section 6 - Amendments.** The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Lake County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant no longer owns any Sublots or Living Units, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment or waiver shall prevent a Living Unit from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After Declarant no longer owns any Sublots or Living Units, an amendment, annulment or waiver of any provision hereof shall be effective if approved at a duly called and held meeting by not less than sixty-six and two-thirds percent (66 2/3rds%) of the membership in person or by proxy, provided that such amendment likewise shall not be effective unless consented to in writing by the Township of Concord.

(c) Notwithstanding anything to the contrary elsewhere herein contained, no amendment hereof shall be permitted at any time with respect to the Environmental Easement or the annual assessment related to the Environmental Easement without the written consent of Lake Metroparks.

Section 7 - Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8 - Word Usage. Words used herein in the singular shall be construed to mean the plural, words used in the plural, the singular, words used in the masculine or neuter, the feminine or neuter, whenever the context so requires.

Section 9 - Copy of Declaration. A copy of this Declaration of Covenants and Restrictions shall be furnished to the Purchaser of each Sublot within the Subdivision prior to the sale of a Sublot and receipt thereof shall be acknowledged in the sales agreement.

**IN WITNESS WHEREOF**, the Declarant and the Association have hereunto set their hands at Painesville, Ohio on the date and year first above written.

**DECLARANT  
RICHARD M. OSBORNE, TRUSTEE  
U/T/A 1-13-95**

  
Richard M. Osborne, Trustee

**NATURE PRESERVE I SUBDIVISION  
OWNERS ASSOCIATION, INC.**

  
BY: Richard M. Osborne, Jr., President

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public for and in said County and State, personally appeared the above **RICHARD M. OSBORNE TRUSTEE U/T/A/ 1-13-95**, who did acknowledge that he did sign the foregoing instrument and that the same is his free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Painesville, Ohio this 10<sup>th</sup> day of May, 2004.



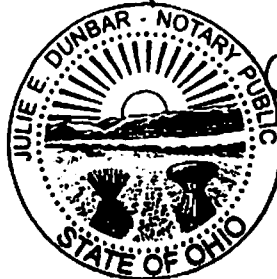
*Julie E. Dunbar*

Notary Public, Julie E. Dunbar  
Notary Public, State of Ohio  
My Commission Expires 5/12/07  
Recorded in Lake County

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public for and in said County and State, personally appeared the above **NATURE PRESERVE I SUBDIVISION OWNERS ASSOCIATION, INC.** by **RICHARD M. OSBORNE, JR.**, its President, who did acknowledge that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Painesville, Ohio this 10<sup>th</sup> day of May, 2004.



*Julie E. Dunbar*  
Notary Public

Julie E. Dunbar  
Notary Public, State of Ohio  
My Commission Expires 5/12/07  
Recorded in Lake County

Prepared by:  
David J. Richards, Jr., Esq.  
60 South Park Place  
Painesville, Ohio 44077



**LDC inc.**

MENTOR • 8585 East Avenue • Mentor, Ohio 44060  
PHONE: (440) 255-8463 • 354-6938 • 951-LAND • FAX: (440) 255-9575

AVON • 1471 Lear Industrial Park • Avon, Ohio 44011  
PHONE: (440) 937-5601 • 937-5602 • FAX: (440) 937-5603

MARCH 19, 2004

LEGAL DESCRIPTION  
OF A  
91.3014 ACRE PARCEL  
(NATURE PRESERVE TOTAL)

Situated in the Township of Concord, County of Lake and State of Ohio, and known as being part of Lot No. 2, Tract No. 2 of Original Concord Township 10 North, Range 8 West of the Connecticut Western Reserve:

Beginning at a 1 inch iron pipe found in the northerly line of Girdled Road sixty (60) feet wide, with the easterly line of land conveyed to Conrad and Mary Jo Sirca by deed recorded in Volume 1127, Page 372 of Lake County Official Records (PPN:8A-12A-01);

- COURSE I            Thence North 02°15'13" West, along the easterly line of said Sirca and the easterly line of The Lake Erie Apple Orchards Company's Subdivision No. 2, as recorded in Volume C, Page 41 of Lake County Plat Records, 2621.84 feet to a 5/8 inch iron pin set at an angle point therein, said point also being a southerly corner of The Eagles Club at Quail Hollow Condominium as recorded in Volume 43, Page 28, Volume 44, Page 5, Volume 44, Page 28, Volume 45, Page 18, Volume 45, Page 29 and Volume 46, Page 4;
- COURSE II           Thence North 40°34'58" East, along the southerly line of said Eagles Club at Quail Hollow, 1138.20 feet to a 5/8 inch iron pin found, said point being in the westerly line of land conveyed to Quail Hollow Management, Inc. by Document No. 2002R037457 of Lake County Records;
- COURSE III           Thence South 01°31'58" East, along a westerly line of said Quail Hollow Management, Inc., 376.97 feet to an angle point therein, said point being 1.85 feet East of a 5/8 inch iron pin found;
- COURSE IV           Thence North 88°57'02" East, along a southerly line of said Quail Hollow Management, Inc., 1061.57 feet to a 1" iron pipe found at an angle point therein, said point also being the easterly line of said Lot No. 2;

**Engineers and Surveyors**



MARCH 19, 2004  
LEGAL DESCRIPTION  
OF A 91.3014 ACRE PARCEL  
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- COURSE V Thence South 01°01'17" East, along a westerly line of said Quail Hollow Management, Inc. and the easterly line of said Lot No. 2, 167.71 feet to a 5/8 inch iron pin found (I.D. LDC, Inc) at an angle point therein, said point also being the northwest corner of land conveyed to M. Osborne Tr. by deed recorded in Lake County Document No. 2002R066959 (PPN:8A-4B-14);
- COURSE VI Thence South 00°59'39" East, along the westerly line of said M. Osborne Tr. and the westerly line of lands conveyed to Richard M. Osborne Tr. by deed recorded in Document No. 200208731 (PPN:8A-4B-18), Daniel and Ann O'Leary by deed recorded in Volume 394, Page 150 (PPN:8A-4B-20) of Lake County Official Records, Mark and Apryle Mayercik by Document No. 20004926 (PPN:8A-4B-19), Sophia and Krishnan Sundararajan by Document No. 980056358 (PPN:8A-4B-15), Judith Ziemak by Document No. 960012371 (PPN:8A-4B-17), and Charles Guerra by deed recorded in Volume 634, Pages 83 & 85 (PPN:8A-4B-13) of Lake County Deed Records and the easterly line of said Lot No. 2, 1153.24 feet to a 5/8 inch iron pin set at the northeast corner of land conveyed to Richard M. Osborne by Document No. 990023498 (PPN:8A-4B-45);
- COURSE VII Thence South 88°45'28" West, along the northerly line of said Osborne and the northerly line of land conveyed to Ronald Atwell by Document No. 960021679 (PPN:8A-12-44), 469.31 feet to a 5/8 inch iron pin set at the northwest corner thereof;
- COURSE VIII Thence South 00°32'53" East, along the westerly line of said Atwell, 48.95 feet to a 5/8 inch iron pin set at an angle point therein, said point also being the northeast corner of land conveyed to Robert Winters by deed recorded in Volume 39, Page 182 of Lake County Official Records (PPN:8A-12-3);
- COURSE IX Thence South 88°29'16" West, along the northerly line of said Winters, 375.31 feet to a 5/8 inch iron pin set at the northwest corner thereof;
- COURSE X Thence South 01°30'44" East, along the westerly line of said Winters, 355.89 feet to an angle point therein, said point being 0.21 feet South and 0.06 feet West from a 3/4 inch iron pipe found;
- COURSE XI Thence North 88°29'16" East, along a northerly line of said Winters 138.37 feet to a 1 inch iron pipe found at an angle point therein;

MARCH 19, 2004  
LEGAL DESCRIPTION  
OF A 91.3014 ACRE PARCEL  
(NATURE PRESERVE TOTAL)  
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- COURSE XII Thence South 01°30'44" East, along a westerly line of said Winters, 762.67 feet to a 5/8 inch iron pin set;
- COURSE XIII Thence North 79°00'30" West, 81.82 feet to a 5/8 inch iron pin set;
- COURSE XIV Thence South 63°45'47" West, 110.00 feet to a 5/8 inch iron pin set;
- COURSE XV Thence 31.61 feet along an arc of a curve deflecting to the left, having a radius of 800.00 and a chord that bears South 22°50'27" East, 31.61 feet (Delta = 02°15'49") to a 5/8 inch iron pin set;
- COURSE XVI Thence South 23°58'22" East, 120.83 feet to a 5/8 inch iron pin set;
- COURSE XVII Thence 47.12 feet along the arc of a curve deflecting to the left, having a radius of 30.00 feet and a chord that bears South 68°58'22" East, 42.43 feet (Delta = 98°00'00") to a 5/8 inch iron pin set in the northerly sideline of said Girdled Road;
- COURSE XVIII Thence South 66°01'38" West, along the northerly line of said Girdled Road, 1070.04 feet to the Place of Beginning and containing 91.3014 acres (3,977,089 square feet) of land according to a survey performed by Richard A. Thompson Jr., P.S. No. 7388 of LDC, Inc. in March, 2004, be the same, more or less but subject to all legal highways and easements of record. Bearings are based on the centerline of Girdled Road being North 66°01'38" East. All iron pins set are 5/8 inch x 30 inch long rebar with yellow plastic cap stamped "LDC, Inc."



**LDC** inc.

MENTOR • 8585 East Avenue • Mentor, Ohio 44060  
PHONE: (440) 255-8463 • 354-6938 • 951-LAND • FAX: (440) 255-9575

AVON • 1471 Lear Industrial Park • Avon, Ohio 44011  
PHONE: (440) 937-5601 • 937-5602 • FAX: (440) 937-5603

MARCH 19, 2004

LEGAL DESCRIPTION  
OF A  
0.6224 ACRE PARCEL

Situated in the Township of Concord, County of Lake and State of Ohio, and known as being part of Lot No. 2, Tract No.2 of Original Concord Township 10 North, Range 8 West of the Connecticut Western Reserve:

Beginning at a 1 inch pipe found at an angle point in land conveyed to Robert Winters, by deed recorded in Volume 39, Page 182 of Lake County Official Records (PPN:8A-12-03);

Thence South  $01^{\circ}30'44''$  East, along a westerly line of said Winters, 762.67 feet to a 5/8 inch iron pin at the Principal Place of Beginning;

- |            |  |
|------------|--|
| COURSE I   | Thence North $79^{\circ}00'30''$ West, 81.82 feet to a 5/8 inch iron pin set;  |
| COURSE II  | Thence South $63^{\circ}45'47''$ West, 110.00 feet to a 5/8 inch iron pin set;   |
| COURSE III | Thence 31.61 feet along an arc of a curve deflecting to the left, having a radius of 80.00 and a chord that bears South $22^{\circ}50'27''$ East, 31.61 feet (Delta = $02^{\circ}15'49''$ ) to a 5/8 inch iron pin set;  |
| COURSE IV  | Thence South $23^{\circ}58'22''$ East, 120.83 feet to a 5/8 inch iron pin set;   |
| COURSE V   | Thence 47.12 feet along the arc of a curve deflecting to the left, having a radius of 30.00 feet and a chord that bears South $68^{\circ}58'22''$ East, 42.43 feet (Delta = $98^{\circ}00'00''$ ) to a 5/8 inch iron pin set in the northerly sideline of said Girdled Road; |
| COURSE VI  | Thence North $66^{\circ}01'38''$ East, along the northerly sideline of said Girdled Road, 89.76 feet to a 5/8 inch iron pin set;   |

**Engineers and Surveyors**

MARCH 19, 2004  
LEGAL DESCRIPTION  
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0.6224 ACRE PARCEL  
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COURSE VII

Thence North 01°30'44" West, along the westerly line of said Winters, 151.37 feet to the Place of Beginning and containing 0.5224 acres (27,111 square feet) of land according to a survey performed by Richard A. Thompson Jr., P.S. No. 7388 of LDC, Inc. in March, 2004, be the same, more or less, but subject to all legal highways and easements of record. Bearings are based on the centerline of Girdled Road being North 66°01'38" East. All iron pins set are 5/8 inch x 30 inch long rebar with yellow plastic cap stamped "LDC, Inc."