

# COUNTY OF LAKE

2006R009791

LAKE COUNTY OHIO  
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FRANK A SUPONCIC  
LAKE COUNTY RECORDER

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

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LAKE COUNTY  
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Handwritten notes on the right margin, including the number 117 and other illegible scribbles.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WHISPERING PINES SUBDIVISION  
MADISON TOWNSHIP, OHIO**

THIS DECLARATION is made this 31<sup>st</sup> day of January, 2006, by RICHMOND ROAD PROPERTIES, LLC ("Declarant"), having its principal place of business at 482 Blackbrook Road, Painesville Twp., OH 44077.

WITNESSETH:

WHEREAS, Declarant owns the real estate property situated in the Township of Madison, County of Lake, State of Ohio and being further described in Exhibit "A-1" attached hereto and incorporated herein by reference, and intends to develop said real estate into a maximum of 42 sublots, to be known as Whispering Pines Subdivision;

WHEREAS, Declarant contemplates selling the above-described sublots in Whispering Pines Subdivision and further contemplates that the purchasers thereof will construct dwelling houses and other improvements upon said sublots;

WHEREAS, Declarant desires to impose certain easements and restrictions on the sublots that shall be binding upon the purchasers of each subplot, owners of said sublots or any portion thereof, mortgagees or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns of any of them.

NOW, THEREFORE, Declarant, for the benefit of itself and its successors and assigns, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate hereinabove described shall thereafter, in addition to any easements, rights-of-way, building and use restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers and/or owners of the sublots, mortgagees, or persons holding or entitled to hold any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them.

1. MINIMUM PROPERTY STANDARDS:

No Sublot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any subplot unless it conforms to the following standards:

The minimum house size permitted to be erected is as follows:

One Story:	1,800 Square feet
More Than One Story:	2,100 Square feet

The above minimum square footage requirements do not include garages, porches, decks, patios, screen porches or basements.

Storage sheds or other accessory buildings must be attached to the main dwelling or as approved by Architectural Committee.

2006R009791

Whispering Pines Insurance Co.  
Order No. 25331290



2. SITE PLANNING AND DEVELOPMENT:

Each owner shall limit grading to their respective sublots to protect trees and other vegetation; no owner shall make unnecessary cuts or fills.

3. DESIGN REVIEW STANDARDS/ARCHITECTURAL FEATURES:

All homes shall comply with the following requirements:

- a) Front exterior exposed foundation shall be brick or stone
- b) Main roofline must be a minimum 6/12 pitch
- c) Have a two-car attached garage.

4. ARCHITECTURAL REVIEW COMMITTEE:

No building, fence, wall or other permitted structure shall be commenced, erected or maintained upon any subplot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

5. ARCHITECTURAL REVIEW COMMITTEE: COMPOSITION AND MEETINGS:

The original Whispering Pines Subdivision Review Committee will consist of two (2) members who shall be architects, designers, engineers or developers by profession. The Architectural Review Committee will function so long as the Declarant or its successor in interest owns any sublots in the Whispering Pines Subdivision or such time as all homes have been completed and have received certificates of compliance. The Committee will review plans at the completion of working drawings or in schematic design stage for houses, which will be exceptionally unique. Original members of the Committee shall be:

Charles Pengal  
Todd Harrison

Meetings of the Architectural Review Committee shall be on an as needed basis. The Committee shall exercise diligence in acting upon building plans promptly so as not to delay planning, design or construction progress.

Within three (3) months after (1) completion as evidenced by an occupancy permit of the last dwelling unit to be built on any of the sublots above described, or (2) such time as the Declarant, or its successor in interest as a developer, no longer own any sublots in the Subdivision above described, the incumbent members of the actual Architectural Review Committee shall be automatically discharged.

6. SIGNS:

No sign of any kind shall be displayed to the public view on any subplot, except:

- (a) One (1) sign of not more than four (4) Square feet, advertising the property for sale or rent, or signs of unlimited size, used by a builder or developer to advertise the property during the construction and sale period.
- (b) Entrance signs, street signs and other signs deemed necessary by the Architectural Review Committee, or the Declarant.

7. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any subplot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes. And provided, further, that no dogs, cats or other household pets should be housed on any subplot or kept on any subplot outside the main permitted dwelling structure. Without limiting the generality of the foregoing no structure for the housing, exercising or keeping of dogs, cats or other household pets shall be erected on any subplot, including but not limited to, dog kennels, rabbit hutches, dog runs, exercise runs and similar structures.

8. STORAGE OF VEHICLES:

No campers, camper trailers, motor homes, boats, canoes, boat trailers, snowmobiles, snowmobile trailers, trailers of any type, trail bikes, mini bikes or other recreational vehicles or commercial vehicles, including, but not limited to, trucks, vans, tow trucks or building equipment shall be placed, parked, maintained, repaired or stored, either temporarily or permanently on any subplot or dedicated roadway in said subdivision. Except, same may be parked in a closed garage or concealed from the roadway and from the view of any other building lots, by hedges, lattice work, or other screening.

Necessary trucks and building equipment may be placed, parked, maintained or stored on any subplot and/or adjacent roadway in said Subdivision during the period of any necessary repair or maintenance of a house or permitted structure on any Sublot.

9. DRIVEWAYS:

All driveways are to be asphalt or concrete and are to be completely installed within one (1) year of the start of construction of the dwelling.

10. LANDSCAPING:

Each dwelling shall be fully landscaped including lawns within six (6) months after occupancy.

11. EASEMENTS:

The Declarant reserves the sole right to grant consents, easements and rights-of-way for the construction of public 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 now existing or hereafter established upon which any portion of any subplot 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 subplot and all improvements in it

shall be maintained continuously by the owner of the subplot for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each subplot at any place or time that is required in order to make any installation, to carry out maintenance, or to perform any other 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 subplot 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 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 also reserves the right for themselves their agents, employees, successors, and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or thereafter.

#### 12. STORM WATER POLLUTION CONTROL:

It is the responsibility of every Purchaser to execute and file a NOTICE OF INTENT for their individual building lot with the Ohio Environmental Protection Agency prior to the commencement of any clearing or construction activity or within 90 days of transfer, whichever occurs first. The N.O.I. form is attached and seller will assist with preparation. The Purchaser assumes responsibility for storm water control and silt and erosion control with respect to each lot from the date of transfer of ownership. This provision shall apply to all Purchasers of a vacant lot. Information regarding The Grading Plan and Storm Water Pollution Control Plan is available to Purchaser upon request.

#### 13. WETLAND PROTECTION:

The Declarant hereby provides notice that jurisdictional wetland areas are located on Sublots 6, 18, 19, 20 & 22. The subplot owners are hereby notified that the jurisdictional wetland areas, regardless of size, require a permit, if you intend to disturb the above states areas in any way. The permit must be obtained from the United States Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207-3199. Attached hereto as Exhibit "A" at a scale of 1" is equal to 80' is a copy of the preliminary plat of the sublots with the jurisdictional wetland areas indicated thereon. Within the jurisdictional wetland areas indicated, there shall be no removal, mowing, or cutting of vegetation, no placement of any structures (no construction or placing of buildings, camping accommodations or mobile homes, fenced, signs, billboards or any other advertising material, or other structures within the limits of the deed restricted area), not building of roads or change in the topography of the land; no use of ATV's; no filling, excavation, dredging, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials.

#### 14. STREET DAMAGE:

No owner shall damage any streets within the subdivision or permit any contractor, builder or material person to damage said street during the period of any home construction, or said Owner shall be personally liable for any cost of repairing such street, including any damage to the street curbs and shall hold the developer, its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street, curbs, etc. In the event that Owner or Owner's contractor, builder or material person damage the street or curb area and such damage is repaired by the Developer, Owner shall promptly reimburse Developer upon receipt of an invoice for the reasonable cost of the same.

15. DURATION:

The herein enumerated covenants, conditions and restrictions shall be deemed to run with the land and not as conditions hereof and shall remain effective until December 31, 2026, on which date and at ten (10) year intervals thereafter, they shall be automatically extended, unless the owners of two-thirds (2/3) of the sublots in the Subdivision by appropriate instruments recorded in the Lake County Recorder's Office have agreed to the amendment or termination thereof.

16. ENFORCEMENT:

So long as Declarant maintains an ownership interest in the Subdivision, Declarant shall have the sole right to enforce by any proceedings at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this instrument. Failure by the Declarant to enforce any conditions, covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. After the sale and conveyance of all sublots by the Declarant, the owners of sublots may enforce individually or collectively all covenants, conditions and restrictions now or hereinafter imposed by the provision of this instrument. Furthermore, whenever consent of the Declarant is required hereunder, such consent shall automatically vest in each subplot owner and subplot owner seeking the consent must obtain the approval of the Architectural Review Committee. Failure by any owner individually or the owners collectively to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

Declarant, its successors or assigns shall have the right to waive, cancel, alter or modify any or all of the restrictions contained herein provided, however, that modifications or alteration shall in fact cause these restrictions to become more restrictive. A copy of said modifications and alterations shall be filed with the Lake County Recorder. This section shall apply as long as Richmond Road Properties, LLC owns property in the subdivision.

17. HOMEOWNERS ASSOCIATION:

It shall be the responsibility of the developer to initiate and complete the formation of the Whispering Pines Homeowners Association, at a point in time when not less than twenty-one (21) nor more than forty-two (42) of the lots have been developed and sold. The developer shall notify all owners of record and all persons residing on the property of a meeting to organize, incorporate and elect officers for the Whispering Pines Homeowners Association. At the time of formation of said Association, developer shall have created a non-profit corporation named Whispering Pines Homeowners Association and Bylaws in conjunction therewith.

**ARTICLE I  
HOMEOWNERS ASSOCIATION  
MEMBERSHIP AND VOTING RIGHTS**

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

1. Each lot shall have one vote which shall be exercised by the owner or owners or record unless said owner or owners assign(s) the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President or Secretary of the Association. Renters shall not have voting rights.

## ARTICLE II PURPOSE

**SECTION 1.** The Association shall be formed for the following purposes:

1. To accept ownership of easements of the real estate along with any improvements or equipment located or to be located thereon; as shown on the Whispering Pines' Plats.
2. To maintain such real estate for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of all ponds, entrance plantings, cul-de-sac plantings, subdivision signs, fences and facilities and structures erected thereon.
3. To represent and promote the welfare of the residents of Whispering Pines Subdivision as aforesaid generally; and to cooperate with the officials of the municipal, county and state and other public authority for the promotion and betterment of the interests of the Subdivision as aforesaid, including, without limitation, *the dedication of the drainage ways for the purpose of carrying off storm water* or granting easements thereto, to 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.

## ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 1.** Creation of The Lien and Personal Obligation of Assessments

1. The Declarant, for each lot owned within the Property, hereby covenants, and each Owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association annual assessments or charges which shall be established and collected as hereinafter provided.

**SECTION 2.** Purpose of Assessment

1. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the subdivision and for the improvement and maintenance of the Whispering Pines' ponds, landscaping, subdivision signs, fences and other improvements and items which are the responsibility of the Association.

### **SECTION 3. Minimum Annual Assessment**

1. The annual assessment for each lot shall be \$100.00. The annual assessment may be increased or decreased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that an increase may not exceed 10% of the previous year's assessment. Increases in excess of 10% for any one calendar year shall be made only if approved by two-thirds (2/3) vote of the voting members. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment.

### **SECTION 4. Uniform Rate of Assessment**

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

### **SECTION 5. Date of Commencement of Annual Assessments: Due Dates**

1. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the incorporation and establishment of the Whispering Pines Homeowners Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot has been paid. For purposes of this document, the annual assessment period shall be the calendar year.

### **SECTION 6. Effect of Nonpayment of Assessments: Remedies of the Association**

1. 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 attorney fees, if any. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest, costs, and reasonable attorney's fees, may be filed with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and shall be signed by the President or other chief officer of the Association. The Association may take appropriate legal action to collect 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 the liability for any assessments thereafter becoming due from the lien thereof.

### **SECTION 7. Subordination of the lien to Mortgages**

1. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 8. Major Improvements**

1. 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 membership of the Association and the membership shall be assessed for the same.

**SECTION 9. Exempt Property**

1. The following property shall be exempt from assessments created herein:

All properties dedicated to and accepted by local public authorities.  
Any vacant land owned by the Whispering Pines Homeowners Association.  
Vacant lots owned by Richmond Properties, LLC

**SECTION 10.** A copy of this instrument shall be furnished to the purchaser of each Sublot with the subdivision prior to the sale of the Sublot and receipt shall be acknowledged in the sales agreement.

**SECTION 11. Severability**

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

**SECTION 12. Amendment**

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

IN WITNESS WHEREOF, said Limited Liability Company sets its hand and corporate seal by Charles Pengal, its duly authorized agent and partner this 31 day of January, 2006.

RICHMOND ROAD PROPERTIES, LLC

Kath A. Mackay

By:   
Charles Pengal, Managing Member



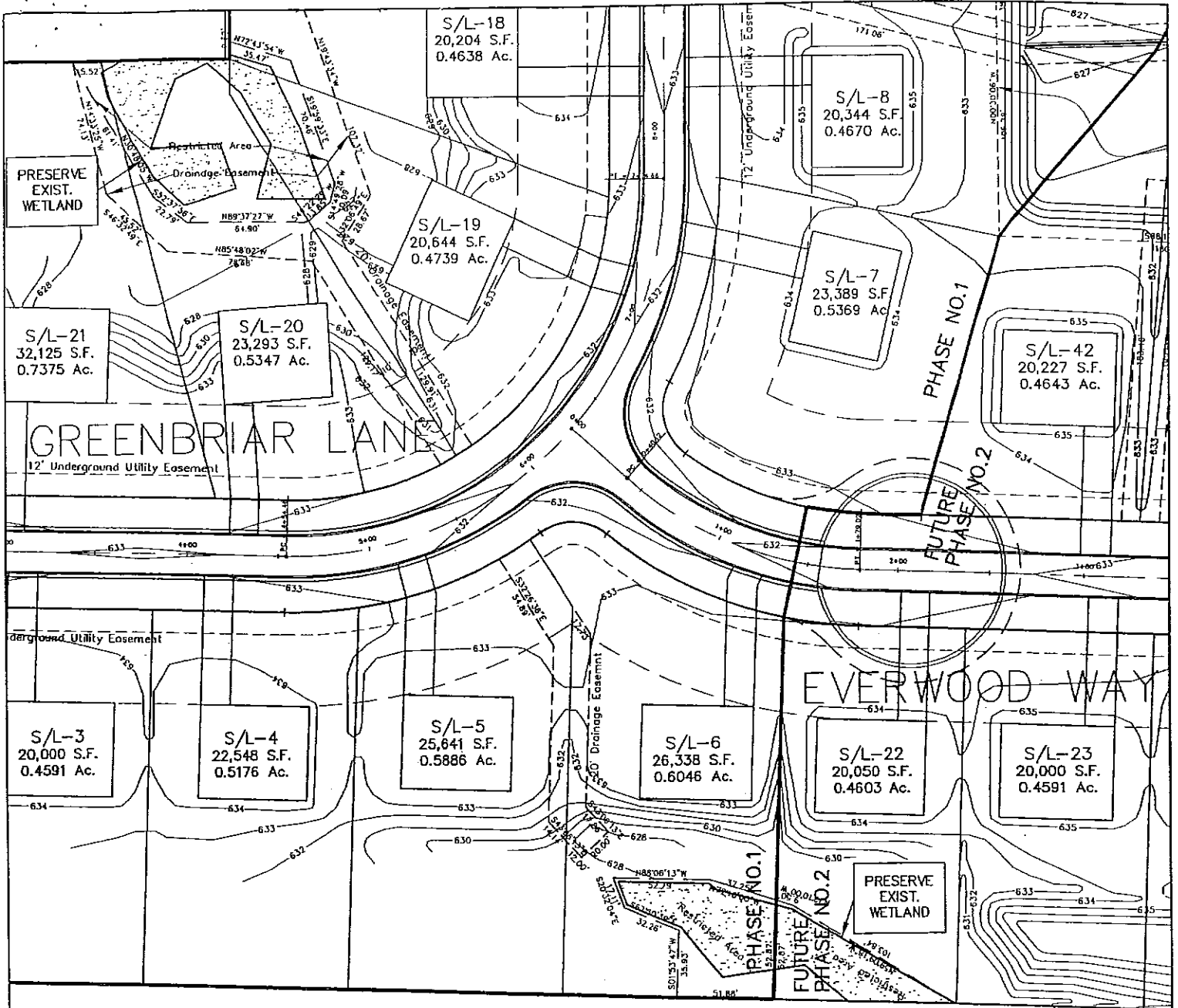
STATE OF OHIO    )  
                          ) ss.  
COUNTY OF LAKE )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Painesville, Ohio, this 31<sup>st</sup> day of January, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC

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



WETLAND EXHIBIT "A"

WHISPERING PINES SUBDIVISION  
MADISON TOWNSHIP-LAKE  
COUNTY-OHIO

DEVELOPED BY:  
RICHMOND ROAD PROPERTIES

DESIGNED BY:  
LDC, INC.  
DBA: LAND DESIGN CONSULTANTS

SCALE:  
1" = 80'



## EXHIBIT A-1

Situated in the Township of Madison, County of Lake, and State of Ohio and known as being part of Original Lot No. 7, Tract no. 4 in township No. 12, Range No. 6 of the Connecticut Western Reserve and is bounded and described as follows:

Beginning in the line which separates said Original Lot No. 7 from Original Lot No. 8 at an iron pipe stake found marking the northwesterly corner of lands (P.P. No. 01B-124-0-00-035-0) conveyed by I James Hackenberg to Carl A. and Elizabeth J. Sency by instrument dated March 30, 1989 and recorded in Volume 454, Page 406 of the Lake County Official Records, said point of beginning said to be South 4° 14' 00" West a distance of 769.04 feet as measured along said line which separates Original Lot No. 7 from Original Lot No. 8 from its intersection with the centerline of Lockwood Road, 60 feet in width;

COURSE I Thence South 4°14'00" west along said line which separates Original Lot No. 7 from Original Lot No. 8, the same being the westerly Line of land so conveyed to said Sency and its prolongations southerly, a distance of 987.86 to an iron pipe stake found marking the northeasterly corner of land (P.P. No. 01B-124-0-00-033-0) conveyed to Joanne R. Turek by instrument dated September 2, 1992 and recorded in Volume 760, Page 218 of the Lake County Official Records;

COURSE II Thence North 85°04'30" West along the northerly line of land so conveyed to said Turek and along the northerly line of land (P.P. No. 01B-124-0-00-058-0) conveyed to Robert Lee and Patricia Anne Clutter by instrument dated February 24, 1994 and recorded in Volume 975, Page 467 of the Lake County Official Records, and at 540.10 feet passing through an iron pipe stake found marking the northeasterly corner of said Clutters' land, a total distance of 1411.67 feet to the centerline of Townline Road, 50 feet in width, and passing through an iron pipe stake found in the easterly line of said road;

COURSE III Thence North 2°56'30" East along said centerline of Townline Road, the same being the line which separates Range 6 from Range 7 in the Connecticut Western Reserve, a distance 283.23 feet to its intersection with the Southerly line of land (P.P. No. 01B-124-0-00-070-0) originally conveyed by I. James Hackenberg to Richard L. and Amelia Janco by instrument dated December 11, 1978 and recorded in Volume 854, Page 71 of the Lake County Deed Records, the same being now owned by Douglas A. and Shelley E. Coe as shown by instrument dated November 19, 1999 and recorded in Document No. 1999R052994 of the Lake County Records;

COURSE IV Thence South 86°38'40" East along said southerly line of land now owned by Coe, and passing through an iron pipe stake found at 25.54 feet, a total distance of 275.28 feet to the southeasterly corner of an additional parcel of land originally conveyed by said Hackenberg to said Janco by instrument dated November 10, 1981 and recorded in Volume 890, Page 23 of the Lake County Deed Records (said parcel most recently being conveyed to Coe as aforesaid) and witness a 5/8" iron pin stake found 0.05 feet easterly and 1.82 feet southerly therefrom;

COURSE V Thence North 2°56'30" East along the easterly line of said additional parcel of land and along the easterly line of another additional parcel of land (P.P. No. 01B-124-0-00-069-0) originally conveyed by said Hackenberg to said Janco by instrument dated November 10, 1981 and recorded in Volume 890, Page 21 of the Lake County Deed Records, the same being now owned by William E. and Lorie E. Hochberg as shown by instrument dated September 27, 2000 and recorded in Document 2000R034843 of the Lake County Records, and passing through a 5/8" diameter iron pin stake found at 100.11 feet, a distance of 200.00 feet to the southerly line of land (P.P. No. 01B-124-0-00-061-0) conveyed to George E., Jr. and Constance Stettenfeld by instrument dated January 29, 2003 and recorded in Document No. 2003R005146 of the Lake County Records, and witness a 5/8" iron pin stake found being North 86°38'40" West a distance of 0.07 feet therefrom;

COURSE VI Thence South 86°38'40" East along said southerly line of land of Stettenfeld a distance of 149.72 feet to the southeasterly corner of the same and witness a 5/8" diameter iron pin stake found 3.02 feet westerly and 0.22 feet northerly therefrom;

COURSE VII Thence North 2°56'30" East along the easterly line of said land of Stettenfeld and along the easterly line of an additional parcel of land (P.P. No. 01B-124-0-00-068-0) originally conveyed by said Hackenberg to said Janco by instrument dated November 10, 1981 and recorded in Volume 890, Page 27 of the Lake County Deed Records, the same being now owned by Lorie A. Rochford as shown by instrument dated February 29, 2000 and recorded in Document 2000R006763 of the Lake County Records, and at 299.84 feet witness of 5/8" diameter iron pin stake found bearing North 86°38'40" West a distance of 1.27 feet from said line, a total distance of 395.93 feet to the southerly line of land (P.P. No. 01B-124-0-00-036-0) conveyed to David L. Fischer by instrument dated May 20, 1996 and recorded in Document No. 1996R018634 of the lake County Records, said point of intersection being located South 86°14'30" East a distance of 400.05 as measured along said southerly line of land of Fischer from an iron pipe stake found marking its intersection with the easterly line of said Townline Road;

COURSE VIII Thence South 86°14'30" East along said southerly line of land of Fischer a distance of 14.59 feet to an iron pipe stake found marking the southeasterly corner of the same;

COURSE IX Thence North 2°56'30" East along the easterly line of said land of Fischer a distance of 100.00 feet to an iron pipe stake found marking its intersection with the southerly line of land (P.P. No. 01B-124-0-00-063-0) conveyed to Ralph E. Myers by instrument dated December 9, 1985 and recorded in Volume 182, Page 476 of the Lake County Official Records;

COURSE X Thence South 84°50'00" East along said southerly line of land of Myers and along the southerly line of land (P.P. No. 01B-124-0-00-016-0) conveyed to Lawrence D., Jr. and Charlene Morrison by instrument dated July 22, 1994 and recorded in Volume 1030, Page 339 of the Lake County Official Records, a distance of 572.98 feet to an iron pipe stake found marking its intersection with the westerly line of land (P.P. No. 01B-124-0-00-048-0) conveyed to Anne Zagar by instrument dated January 26, 1972 and recorded in Deed Book volume 760, Page 923 of the Lake County Records;

COURSE XI Thence South 85°02'10" East along the southerly line of said land of Zagar and along the southerly line of land (P.P. No. 01B-124-0-00-017-0) conveyed to Julius Gulyas by instrument dated April 26, 1972 and recorded in Deed Book Volume 763, Page 808 of the Lake County Records, the same being now owned by Kevin L. Kimberly K. Peck Hoover as shown by instrument recorded in Document No. 2003R035234 of the Lake County Records, a distance of 421.23 feet to the southeasterly corner of the same and the point of beginning and containing 26.118 acres of land as calculated and described in June, 2005 by George C. Hadden Ohio Professional Surveyor No. 5176 from a survey dated December, 1979 by Colpetzer-Woods consultants, Inc. be the same more or less but subject to all legal highways, and intending to describe all of the land conveyed to I. James Hackenberg by instrument dated August 8, 1977 and recorded in Deed Book volume 832, Page 702 of the Lake County Records with the exception of lands subsequently conveyed by said Hackenberg and recorded in Deed Book Volume 854, Page 71; Deed Book volume 854, Page 73; Deed book Volume 854, Page 75; Deed Book Volume 890, Page 21; Deed Book Volume 890, Page 23; Deed Book Volume 890, Page 25; Deed Book Volume 890, Page 27; ;and Official Records Volume 454, Page 406 of the lake County Records.

Bearings contained herein are based upon the reported bearing of the common line between Original Lot No. 7 and Original Lot No. 8 as described in Volume 454, Page 406 of the Lake County Official Records