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2015R028202

LAKE COUNTY OHIO  
RECORDED ON  
10/22/2015 12:01:07PM

ANN M. RADCLIFFE  
LAKE COUNTY RECORDER  
REC FEE: \$228.00  
PAGES: 27

**CORRECTED, AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONERIDGE ESTATES SUBDIVISION**

**THIS CORRECTED, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONERIDGE ESTATES SUBDIVISION ("DECLARATION")**, is made this 7<sup>th</sup> day of October, 2015, by **MENTOR FARMS, LLC** (an Ohio Limited Liability Co.), whose address is 2775 Bishop Road, Willoughby Hills, OH 44092 (hereinafter referred to as "Declarant").

**WITNESSETH**

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

**WHEREAS**, Declarant proposes to develop and improve the Premises for single-family residential purposes under a general plan or scheme of development and does also hereby desire to create and establish certain restrictions, and obligations pursuant to such plan or development with respect to the Premises, including Phases 1A and 2A and all subsequent phases thereof; and **CHICAGO TITLE INSURANCE CO.**

Order No. 533150943

WHEREAS, a Preliminary Plan for said proposed development was approved by Concord Township ("Approved Preliminary Plan"), a copy of which is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, the Approved Preliminary Plan has been enhanced ("Enhanced Approved Preliminary Plan") to more clearly delineate the open space and the riparian setbacks within the proposed development, a copy of which is attached hereto as Exhibit C and incorporated herein.

**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, conditions, rights, terms, reservations, limitations and restrictions, which shall run with the land:

#### **ARTICLE 1**

Each of the Building Lots (hereafter defined), shall be held, used, occupied and conveyed subject to and in accordance with the following terms and conditions:

- 1.1. No dwelling other than a single family dwelling, with at least 1800 square feet of living area, excluding basements, garages, breezeways and porches for a one-story dwelling, at least 2100 square feet of living area, excluding basements, garages, breezeways and porches for a story and one half dwelling, or at least 2400 square feet of living area for a two story dwelling excluding basements, garages, breezeways and porches shall be constructed on the Premises. All driveways are to be poured concrete and shall be placed within one (1) year of the start of construction of the dwelling.

- 1.2. All structures shall be of a traditional style. No log cabins, domes, A-frames, modern styled, or designs similar to such structures, shall be permitted.
- 1.3. No such dwelling house, garage, fence, wall or addition shall be erected, placed or suffered to remain on said Premises unless and until the plan and specifications therefore shall have been approved in writing by the Declarant, its successors or assigns, and a copy of such plans and specifications permanently placed with the Declarant. Plans and specifications shall also include size, location, style, type and color or exterior materials, height, use and plot plans showing the proposed location of said Building upon said Premises.
- 1.4. No portion of said Premises between the front elevation of the residence and/or garage and the street shall be used for any purpose other than that of lawn; provided however, this covenant shall not be construed to prohibit walks, driveways, trees, shrubbery, ornamental plants, flowers, decorative fences, statuary, fountains and similar ornamentation or landscaping.
- 1.5. Each dwelling shall have at least a two-car attached garage with minimum inside dimensions of twenty feet by twenty feet (20' x 20'). Each garage shall have a concrete floor. All garage openings shall be equipped with appropriate man and garage doors.
- 1.6. **Drainage and Grading**  
The builder 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.

1.7. Landscaping

All landscaping must be complete within six (6) months of occupancy, weather permitting. The builder is encouraged to retain all natural vegetation existing on the property. Existing plants deemed unacceptable shall be removed.

1.8. Front Elevations

Similar elevations shall not be constructed within 270 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 buildings on neighboring properties.

1.9. Mailboxes and Posts

To assure compatibility with the community theme, the Declarant has custom designed mailboxes that will be provided to Lot purchasers prior to occupancy for their installation. A nominal fee will be collected at closing to cover the cost of the post and mailbox.

1.10. Glass block, concrete block, or similar material shall not be installed or maintained on any exterior walls (excluding foundations). The foundation of the home and any accessory structure shall show brick, stone, or stucco at grade level. The front exterior shall be one-quarter brick, stone, and/or stucco.

1.11. Roofs shall be of architectural grade fiberglass shingles, asphalt shingles, or architectural grade asphalt shingles.

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

1.13. All structures shall be provided with metallic or other approved gutters and downspouts for conducting water away from walls and foundations.

1.14. The front Building Line and Building plans for the dwelling to be constructed shall be subject to approval, in writing, by Declarant or **STONERIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.**, ("Association") prior to the start of construction. The minimum front Building Line shall be fifty feet (50') from the street right of way. 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, but in no event shall the minimum front Building Line be less than thirty feet (30') from the street right of way.

1.15. The **STONERIDGE ESTATES SUBDIVISION** plats (collectively "Plat") shall have designated thereon "conservation easement" areas designated as open space that shall run with the land in perpetuity, and same shall consist of:

(a) an area consisting of twenty five feet (25) on either side of the centerline of any stream situated within the subject subdivision (as noted on Exhibits B and C, and same shall constitute a riparian setback area that is being created to guarantee the preservation of wildlife and water quality resources.

(b) The area of each Building Lot above described that has been designated as a conservation easement shall be preserved in its natural state, and no trimming, cutting, pruning, clearing or other disturbance of same shall be permitted without first obtaining the written approval of the Concord Township Planning Commission.

No Building or structure shall be permitted therein. Further, said conservation easement areas shall be monitored by the Declarant or Association for full and strict compliance in accordance with the Resolutions of the Concord Township Trustees.

- (c) Open space shall be prohibited from further subdivision or development and shall be maintained and preserved in its natural state.

1.16. A utilities easement, 15 feet wide from the street right of way, subject to change by the Declarant, shall be reserved in favor of the Declarant (and same shall be designated upon the aforesaid **STONERIDGE ESTATES SUBDIVISION** plats upon each Building Lot.

1.17. No above ground pools shall be permitted.

1.18. No outdoor clothes drying shall be permitted.

## ARTICLE 2

The Declarant, will be filing for record with the Lake County Auditor and Lake County Recorder, Subdivision Plats in phases for the **STONERIDGE ESTATES SUBDIVISION**, creating individual sub lots. Each such Sublot set forth on the aforesaid subdivision plat plan in said Subdivision is referred to herein as a "Building Lot".

## ARTICLE 3

No structure, other than one (1) single family residence and 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 an in ground swimming pool. A tennis court shall also be permitted. A compatible accessory Building shall be permitted, however, written approval prior to construction of the accessory Building shall be received from Declarant, or the Association after Declarant has sold all Building Lots.

#### **ARTICLE 4**

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Premises; provided, however, an occupant may use a portion of his/her dwelling unit for his/her office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other occupant and that such use does not result in the dwelling unit becoming principally an office, school or studio as distinct from a dwelling unit. Furthermore, no trade or business may be conducted in or from any dwelling unit without the written approval of the Association first obtained. Such approval may be granted so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Premises; (iii) the business activity does not involve persons coming onto the Premises who do not reside in the Premises except by appointment only; (iv) the business activity does not involve door-to-door solicitation of occupants of the Premises; and (v) the business activity is consistent with the residential character of the Premises and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Premises, as may be determined in the sole discretion of the Association. The Association may adopt rules that intensify, relax or amend the prohibitions of this article. Nothing in this section shall preclude the leasing of a dwelling

unit by the Declarant or any owner; the right of the Declarant or the Association (or a firm or agent employed by the Declarant or Association) to approve commercial activities such as brokerage offices for sales of vacant Lots and for new sales of dwelling units and re-sales of dwelling units.

#### **ARTICLE 5**

No signs, billboards, or advertising device shall be erected, placed, or suffered to remain upon any Building Lot after the build out of the subdivision. In the period between initial platting and the final closing of the subdivision's last newly constructed home; the following informational and marketing signage will be permitted:

- 1.) A community marketing sign may be placed at the entrance or within the community, with size, content, and placement at the discretion of the Declarant.
- 2.) Lot numbering signage placed by the Declarant.
- 3.) Until such time as all available home sites have been built upon and initially occupied, a "for sale" sign, no larger than 24" x 24" may be placed in the front yard of homes available for purchase.
- 4.) With Declarant approval, Builders of model homes located on sites 10,11,12,13, and 14 may erect one 36" x 48" informational sign in the front yard. This signage may remain in place as long as the home continues to be operated as a model center.

#### **ARTICLE 6**

All dwellings or other structures shall be serviced by underground electric, telephone, and television facilities. No Building Lot shall be serviced by overhead electrical poles and wires.

#### **ARTICLE 7**

No commercial vehicles, tractor-trailers, road machinery, excavating equipment, mobile home, manufactured home or trailers of any kind shall be stored or parked on



any Building Lot, nor parked on the roadway. No recreational type truck, trailer, vehicle, or boat shall be stored or parked on any portion of any Building Lot 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.

#### **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 to create a nuisance. No wild or undomesticated animals shall be permitted to be kept or maintained upon any Building Lot.

#### **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 Lots. Fencing required by code to surround in-ground swimming pools is permitted but may not be visible from the home's street frontage. Material, style, and height of any fence must be approved by declarant or association prior to installation.

#### **ARTICLE 10**

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Premises, except normal residential accumulation pending pick-up and except Building materials during the course of construction or reconstruction of any approved Building or structure, except firewood may be stored within the dwelling units, on patio areas or other areas designated by the Association. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding Premises. No dumping of

rubbish shall be permitted on any portion of the Premises. Anything herein to the contrary notwithstanding, the Association or the Declarant may adopt a rule or rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the occupants, and is permitted by law. Areas beneath decks and elevated terraces are not to be used for storage unless the areas are permanently shielded from public view by Declarant or Association approved shields.

#### **ARTICLE 11**

No noxious, or other activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Premises (including the dwelling units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other owners or occupants. Declarant or the Association after Declarant has sold all Building Lots shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

#### **ARTICLE 12**

No Building Lot or dwelling unit shall be used or occupied in any manner, which produces, or emits a sound level to such a degree that the said sound violates the sound level privacy of any Lot or Lots or the occupants thereof. In determining acceptable sound levels, the owners and occupants should consider the fact that the **STONERIDGE ESTATES SUBDIVISION** is a residential community and acceptable sound levels shall be judged in this context, considering the time of day or night and the day of the week when certain sound would be either acceptable or unacceptable. This covenant is directed to, but is not limited to, such sound producing activities as parties and other entertainment, both for adults and children, the operation of power operated devices, such as lawn mowers, chain saws and hedge trimmers, the playing of musical instruments, both singularly and collectively. It shall be the responsibility of each owner and occupant to recognize and observe the sound which is generated or produced from

his Lot and to control the sound which carries past the Premises lines to the end that each owner occupant is afforded sound privacy and consideration and same shall not exceed those maximum decibel levels permitted by the Resolutions of Concord Township, Ohio, but under no circumstances shall the maximum DBAs at the property line exceed 65.

### **ARTICLE 13**

No Building Lot shall be used in whole or in part in any manner that would offend the visual privacy and consideration of any other Building Lot owner or occupant. The standard of performance required in this covenant shall be that of a residential community. No owner or occupant shall permit, at any time, any clutter or other unsightly objects, or matter to be placed or accumulate, persist or subsist in or on his/her Building Lot or in the street area or sidewalk or tree lawn abutting his/her Building Lot. The matters enjoined or constrained by this covenant include, but are not limited to, the persistent deployment of children's playthings, wheeled and otherwise, outside workshops, lumber storage piles and storage piles of other material or matter.

### **ARTICLE 14**

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/her sole costs 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 caused to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four (4) inches.

### **ARTICLE 15**

- 15.1 Declarant shall cause to be formed an Ohio Corporation, not for profit, to be called **STONERIDGE ESTATES HOMEOWNERS ASSOCIATION**,

**INC.** Subsequent to the sale of all Building Lots, said Association shall have all of the rights and privileges of the Declarant.

15.2 By acceptance of a deed, each Building Lot owner shall become and be a member of the Association whose membership shall consist of the record owners of the Building Lots in the Subdivision. By acceptance of a deed for a Building Lot or any other interest in the Premises, subject to this Declaration each owner and/or subsequent owner consents to becoming a member of the Association. The Association shall adopt a Code of Regulation or By-laws and shall conduct its affairs in such manner as its members and trustees shall determine provided, however, that no regulation or by-law shall be adopted or other action taken which would conflict with this Declaration.

15.3 The Declarant's address as of this time is: **MENTOR FARMS, LLC,  
2775 BISHOP ROAD, WILLOUGHBY HILLS, OH 44092.**

#### **ARTICLE 16**

No owner shall operate, or permit to be operate, any motorized recreational equipment or vehicle, including but not limited to, any motorcycle, motorbike, snowmobile or all-terrain vehicle, over or upon a dwelling unit Lot or Building Lot or a retention basin, conservation easement or other common area. This provision, however, shall not be deemed to prohibit the use of tools, lawn care or landscaping equipment in the normal course of maintaining a dwelling unit Lot or vacant Lot or the improvements situated thereon.

#### **ARTICLE 17**

17.1 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.

- 17.2 Declarant further reserves for itself, its successors and assigns, the right to permit deviation or grant a variance from, or to change, waive, amend or modify, any and all of the covenants, conditions and restrictions contained in this Declaration, if in Declarant's sole judgment, the development or lack of development or the location or topography of the land involved makes such course of action necessary or advisable. Upon the sale of all Building Lots, the right and power to grant variances shall be vested solely in the Association and only upon receiving the written consent of Concord Township as to any amendments or modifications of this Declaration or any variance that would have the effect of a modification or amendment of this Declaration.

## **ARTICLE 18**

There is hereby reserved in favor of Declarant and granted to the aforesaid Association, its successors and assigns, an easement upon, across, over, through and under the Premises for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage (storm detention areas), gas, telephone, electricity, television, cable and communication lines, street lighting and systems. By virtue of this easement, it shall be expressly permissible for Declarant and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Premises provided that such facilities shall not

materially impair or interfere with dwelling units, and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Declarant or the Association or unless the same are shown on a recorded plat or set forth in a recorded easement. There is hereby further reserved in favor of the Declarant and the Association the right (but not the obligation) to grant neighboring Premises owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Premises; provided, however, no easement shall be granted to neighboring Premises owners with respect to the sanitary sewer system without the prior written approval of the Lake County Sanitary Engineer, which approval shall not be unreasonably withheld or delayed.

#### **ARTICLE 19**

- 19.1 Easements are reserved in favor of the Declarant and granted to the Association within the entrances for the **STONERIDGE ESTATES SUBDIVISION** for installation, maintenance, repair and replacement of the entrance improvements, including, but not limited to, landscaping, sprinkler systems (if any) signs and lights (same being described thereon as "Entrance Easement").
- 19.2 The Association, at its cost, shall maintain the areas of common responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of the this declaration. The Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such

Premises. All work performed by the Association under this Article shall be performed in good and workmanlike manner. The following are included among such areas of common responsibility:

- a. The Association shall maintain, repair and replace, any now-existing or hereafter-created subdivision entrances, together with all associated landscaping and other related facilities such as sprinkler systems, signs, lighting, decorative or screening walls and fences, ponds and fountains and pumps.
- b. The Association shall cause the grass in the right of ways of each vacant Lot to be mowed until such time as a dwelling unit is constructed thereon.
- c. The Association shall install, maintain, repair, replace and illuminate all signs located on any portion of the Premises, which are for the general benefit of the Premises.
- d. The Association shall maintain premises, which it does not own, including, without limitation, premises dedicated to the public, if the Association determines that such maintenance is necessary or desirable to maintain the community-wide standard generally applied throughout Concord Township, Ohio.
- e. The Association shall maintain and repair all retention basins and local service drainage easements (as set forth upon the Plat.)
- f. The Association shall maintain and repair those landscape easements located at the cul-de-sacs of the Premises.

- g. The Association may contract with the local electrical utility company to provide street lighting should Concord Township elect to ban the creation of a lighting district for Stoneridge Estates. In this instance, each member of the association shall be assessed for the acquisition, installation and energy usage of any street lighting program chosen.
- h. The Association shall maintain and preserve the Open Space in its natural condition.

#### **ARTICLE 20**

Declarant, all owners, occupants and the guests of such parties shall have the right to enter upon, use and enjoy the open space areas, as are depicted on Exhibit C, and in accordance with this Declaration and any applicable rules of the Association.

#### **ARTICLE 21**

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

#### **ARTICLE 22**

In the event of a breach, or attempted or threatened breach by any owners of any Building Lots or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, except that no owner of a Building Lot may terminate this Declaration with respect to its Building Lot because of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of the Building Lots,



Concord Township or of the Declarant. All costs and expenses (including, but not limited to, attorney's fees, and expert fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting owner and shall constitute a lien, until paid, against the Building Lot or the interest of such defaulting owner as of the date it was deeded, leased, signed, conveyed or contracted for in violation of this Declaration, effective upon recording of an Affidavit to Obtain a Mechanic's Lien thereof in the office of the Recorder of Lake County, Ohio, or upon the obtaining of a judgment from a court of competent jurisdiction. The remedies of any one or all such owners of Building Lots, of the Declarant, or Concord Township 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 23**

In the event of a breach, or attempted breach by Declarant, Association or any owner of a Building Lot or any of the terms, covenant and conditions hereof, the authorized agents and/or officials of Concord Township, Ohio, shall be entitled to those rights and remedies set forth in Article 22, supra, to the same extent as any owner of a Building Lot, the Declarant or the Association.

#### **ARTICLE 24**

So long as Declarant is the owner of any of the Building Lots in the subject Subdivision, Declarant reserves the right to modify or waive any or all of these Subdivision Restrictions as to any individual Building Lot or as to all Building Lots, as the Declarant, in its sole discretion, deems advisable, so long as it owns any Sublot in Stone Ridge Estates Subdivision. The foregoing language notwithstanding, the right of modification and waiver provided to the Declarant herein shall have no application to or in any way affect the open space conservation easements provided for under Article 1,

Paragraph 1.15 herein. Declarant also reserves the right to modify the Approved Preliminary Plan provided that any such modification is first approved by Concord Township.

#### **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 fifty (50) years thereafter, and shall be automatically extended for successive ten (10) year periods thereafter, unless on or before the expiration of such extension period the owners of a majority of the Building Lots and the Board of Trustees of Concord Township, Ohio 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 covenants running with the land herein described as the Premises and not conditions and shall bind Declarant and all owners of Building Lots, their respective heirs, successors and assigns. This Declaration shall create privity of contract and/or estate with and among all owners of all or any part of the Premises, their heirs, executors, administrators, successors or assigns.

#### **ARTICLE 27**

The covenants, rights, terms, reservations, limitations, agreements and restrictions set forth in this Declaration shall in no way affect the provisions now or hereafter contained in the Concord Township Zoning Resolution or other governmental regulations, but all land, buildings and other structures on the Premises shall in all cases satisfy the covenants, rights, terms, reservations, limitations, agreements and restrictions set forth in this Corrected, Amended and Restated Declaration as well as

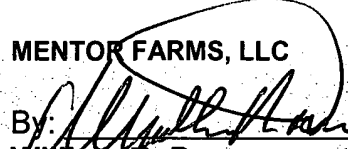
the Zoning Resolution and other governmental regulations as are from time to time in effect. In the event the covenants, rights, terms, reservations, limitations, agreements and restrictions set forth in this Corrected, Amended and Restated Declaration impose greater restrictions or requirements for the use of the land, buildings and structures, other than those otherwise imposed by the Zoning Resolution or other governmental regulations, then the covenants, rights, terms, reservations, limitations, agreements and restrictions set forth in this Corrected, Amended and Restated Declaration shall control. Conversely, if the Zoning Resolution or other governmental regulations impose greater restrictions for the use of the land, buildings and structures than those imposed by the covenants, rights, terms, reservations, limitations, agreements and restrictions set forth in this Corrected, Amended and Restated Declaration, then the Zoning Resolution or other governmental regulations shall control.

This Corrected, Amended and Restated Declaration of shall supersede, replace and be substituted for the prior Declaration that was recorded on September 15, 2015 as Lake County Recorder Instrument No. 2015R024823, which prior Declaration is hereby revoked by Declarant and held for naught.

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

MENTOR FARMS, LLC

By:   
William R. Dawson, authorized agent

STATE OF OHIO

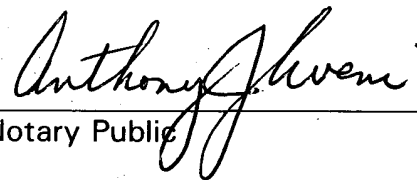
COUNTY OF LAKE

SS.

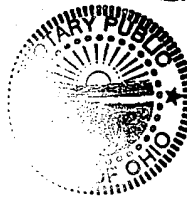
**BEFORE ME**, a Notary Public for the County of Lake and State of Ohio, personally appeared the above named **WILLIAM R. DAWSON**, authorized agent of **MENTOR FARMS, LLC** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed with authorization to sign same.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at

Painesville, Ohio, this 7<sup>th</sup> day of October, 2015.

  
Notary Public

Prepared by: Anthony J. Aveni, Esq.



**ANTHONY J. AVENI, Attorney at Law**  
**Notary Public - State of Ohio**  
**My Commission has no expiration date**  
**Sec. 147.03**

**EXHIBIT "A" – Legal Description  
(see attached)**

## EXHIBIT "A"

Situated in the Township of Concord, County of Lake and State of Ohio:

And known as being No. 10 in Range 8 of Townships of the Connecticut Western Reserve in said County and State and also known as being part of Lot 8, Tract 1 in said Township and being further bounded and described as follows:

Beginning on the centerline of Girdled Road, 66 feet wide, at the intersection of the centerline of Keystone Drive as shown on Woodcrest Subdivision, recorded Plat, Volume 34, Page 16, Lake County Record of Plats;

Thence South 70 deg. 52' 02" West, 778.20 feet along said centerline of Girdled Road to the Southwest corner of a parcel of land owned by W.W. and Marion Weigand (P.P. No. 08A004A000190), record deed, Volume 129, Page 146, Lake County Record of Deeds, said point also being the principal place of beginning;

Thence South 70 deg. 52' 02" West, 762.42 feet continuing along said centerline of Girdled Road to Southeast corner of a parcel owned by Maureen Ann Sweeney (P.P. No. 08A004A000210), recorded deed, Volume 1049, Page 185, Lake County Record of Deeds;

Thence North 03 deg. 46' 06" East, (passing through a capped 5/8 inch iron pin set at 35.82 feet and a 1 inch iron pipe found at 1138.91 feet), 2730.72 feet along said Sweeney's East line, the East line of Noble Ridge Estates, Phase 4A, recorded Plat, Volume 50, Page 23, Lake County Record of Plats, the East line of a parcel of land owned by Driftwood Properties, LTD (P.P. No. 08A0040000040), recorded deed, Document No. 2003R079834 Record of Deeds and the East line of Noble Ridge Estates, Phase 2, recorded Plat, Volume 47, Page 28, Lake County Record of Plats, to 1 inch iron pipe found at the Southwest corner of the Call Woods Subdivision No. 2, recorded Plat, Volume 31, Page 4, Lake County Record of Plats;

Thence South 86 deg. 23' 15" East, 977.29 feet along the South line of said Call Woods Subdivision to a 1 inch pinched pipe found (North 1.09 feet, East 0.07 feet) at the Northwest corner of the Woodcrest Subdivision, recorded Plat, Volume 34, Page 16, Lake County Record of Plats;

Thence South 03 deg. 44' 17" West, 1968.50 feet along the West line of said Woodcrest Subdivision to a capped 5/8 inch iron pin set;

EXHIBIT "A" – PG. 2

Thence South 70 deg. 45' 43" West, 149.83 feet to a capped 5/8 inch iron pin set on said Weigand's East line;

Thence North 03 deg. 46' 27" East, 100.39 feet along said Weigand's East line to a capped 5/8 inch iron pin set;

Thence South 70 deg. 45' 08" West, 150.00 feet along said Weigand's North line to a 5/8 inch iron pin found;

Thence South 03 deg. 46' 27" West, (passing through a 1 inch iron pipe found at 417.47 feet), 451.38 feet to the principal place of beginning;

And containing 54.1515 Acres (0.5776 Acres within the right-of-way of Girdled Road) of land, be the same more or less, but subject to all legal highways and easements of record as surveyed and described September, 2006 by David W. Novak, P.S. No. 7507.

Bearings used herein are to denote angular relationship only and do not represent true North.

Permanent Parcel No. 08-A-004-0-00-017-0

Description Approved

Reviewed by PKN Date 12-29-2011

Lake County Engineer's Tax Map Office

**EXHIBIT "B" – Approved Preliminary Plan  
(see attached)**



SITUATED IN THE TOWNSHIP OF CONCORD, COUNTY OF LAKE AND STATE OF OHIO, AND KNOWN AS BEING NO. 10 IN RANGE 8 OF TOWNSHIPS OF THE CONNECTICUT WESTERN RESERVE IN SAID COUNTY AND STATE AND ALSO KNOWN AS BEING PART OF LOT 8, TRACT 1 IN SAID TOWNSHIP

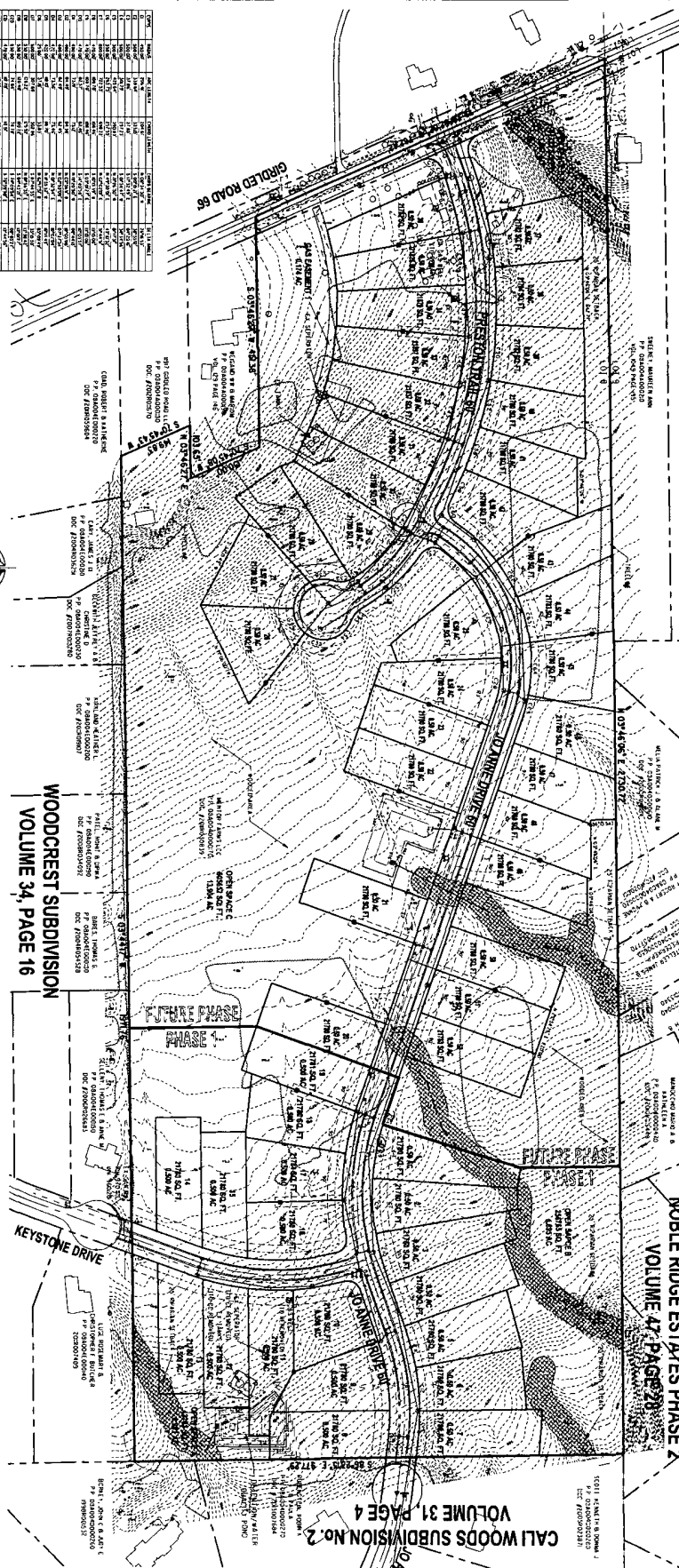
ED IN THE TOWNSHIP OF CONCORD, COUNTY  
AKE AND STATE OF OHIO, AND KNOWN AS  
No. 10 IN RANGE 8 OF TOWNSHIPS OF THE  
CTICUT WESTERN RESERVE IN SAID COUNTY  
ATE AND ALSO KNOWN AS BEING PART OF  
LOT 8, TRACT 1 IN SAID TOWNSHIP

**NOBLE RIDGE ESTATES PHASE 4A**  
VOL. 52, PG 23

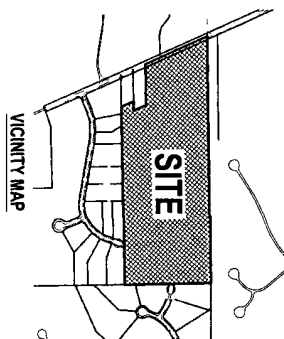
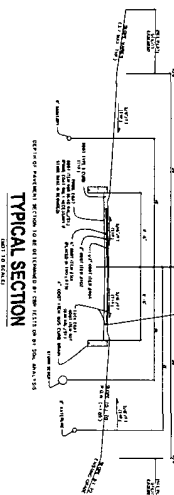
NOBLE RIDGE ESTATES PHASE 1  
VOLUME 45, PAGE PAGE

NOBLE RIDGE ESTATES PHASE 2  
VOLUME 47 PAGE 28

**EXHIBIT B**



Year	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	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**GENERAL NOTES:**

1. ALL LOTS HAVE A MIN. WIDTH OF 90' AT BUILDING LINE
2. ALL BUILDING SETBACKS ARE 30' UNLESS OTHERWISE NOTED.
3. 15' WIDE UNDERGROUND UTILITY EASEMENT.
4. PROPOSED USE OF SUBLOTS TO BE RESIDENTIAL HOMES.
5. DENSITY: 1 HOME PER 1.04 ACRE
6. OPEN SPACE TO BE CONTROLLED BY UTILITY.
7. HOME OWNERS ASSOCIATION.

**SITE INFORMATION**

SOL. TYPE: (GOSPORT SILTY CLAY LOAM (Gsf)  
ELLSWORTH SILT LOAM (Esd)  
DAREN SILT LOAM (Dsb)  
DAREN SILT LOAM (Ddc)

SITE AREA: 64.1618 AC. (53,946.2 AC. TO ROW GROUDED ROAD)  
ZONING DISTRICT: EXISTING: R-1, RESIDENTIAL  
PROPOSED: R-2, RESIDENTIAL CONSERVATION DEVELOPMENT  
SCHOOL DISTRICT: RIVERSIDE USD

WATER SERVICE: 8" PUBLIC WATERLINE  
SEWER DISPOSAL: 8" GRAVITY SANITARY SEWER  
GAS SERVICE: CORWELL NATURAL GAS  
TELEPHONE SERVICE: ATT  
CABLE SERVICE: TIME WARNER

**PRELIMINARY PLAN**  
11841 GIRDLED ROAD  
CONCORD TWP., OH 44077

---

**STONERIDGE ESTATES**

**MENTOR FARMS, LLC**  
Russell Berzin  
2775 Bishop Rd, Suite D  
Wickliffe, OH 44092  
440.943.4800

**Barrington**  
CONSULTING GROUP, INC.  
9114 TYLER BLVD., MENTOR, OHIO 44060  
PHONE 440.205.1260 FAX 440.205.1262  
[www.BarringtonCGI.com](http://www.BarringtonCGI.com)

Lake County Recorder 2015R028202 Page: 25 of 27

**12046.E**

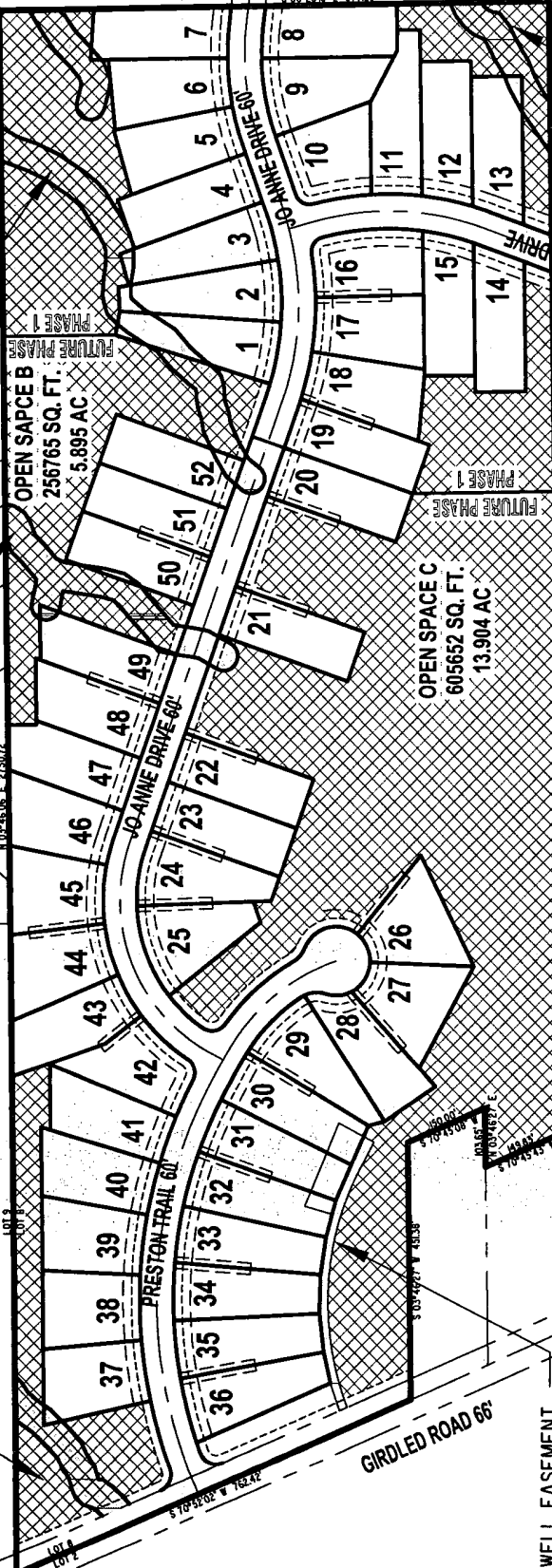
**EXHIBIT "C" – Enhanced Approved Preliminary Plan  
(see attached)**

CALI WOODS SUBDIVISION No. 2  
VOLUME 31, PAGE 4

NOBLE RIDGE ESTATES PHASE 2  
VOLUME 47, PAGE 28

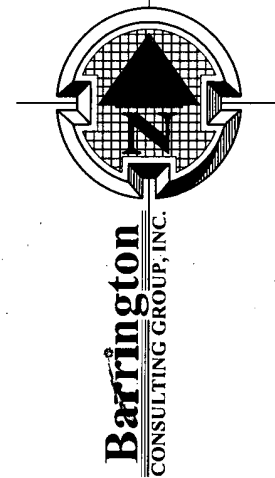
NOBLE RIDGE ESTATES PHASE 4A  
VOL. 52, PG 23

OPEN SPACE D  
81323 SQ. FT.  
1.867 AC



OPEN SPACE	22.647
WELL ESM'T	-0.174
NET OPEN	22.473
SITE	53.584
% OPEN	41.94%

SITUATED IN THE TOWNSHIP OF CONCORD, COUNTY  
OF LAKE AND STATE OF OHIO, AND KNOWN AS  
BEING No. 10 IN RANGE 8 OF TOWNSHIPS OF THE  
CONNECTICUT WESTERN RESERVE IN SAID COUNTY  
AND STATE AND ALSO KNOWN AS BEING PART OF  
LOT 8, TRACT 1 IN SAID TOWNSHIP



GRAPHIC SCALE



TRANSFER NOT NECESSARY  
2-16 2016

Edward H. Zupancic  
Lake County Auditor

By [Signature]  
Deputy Auditor

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code.

E446

FEE \$

2-16-16

EXEMPT ☒

Edward H. Zupancic, County Auditor



2016R003804

LAKE COUNTY OHIO  
RECORDED ON  
02/16/2016 03:59:48PM

ANN M. RADCLIFFE  
LAKE COUNTY RECORDER  
REC FEE: \$28.00  
PAGES: 2

## PIPELINE RIGHT OF WAY GRANT

THIS GRANT, made this 15 day of February, 2016, and in CONSIDERATION of the sum of One Dollar (\$1.00) in hand paid, the receipt upon which is hereby acknowledged, I **Mentor Farms, LLC (William R. Dawson, President)** hereinafter called "Grantors", hereby grants, conveys, and warrants unto **Orwell Natural Gas Company** with principal offices located at 8470 Station Street, Mentor Ohio 44060, hereinafter called "grantee", under the terms and conditions herein, the following:

**GRANT CLAUSE.** The Grantor hereby grants, conveys, and warrants to Grantee the right to install, maintain, operate, inspect, conduct necessary tests, replace, service, change the size of, connect to, relocate, and remove underground pipeline(s), including below ground appurtenances such as but not limited to, valves, pipes, fittings, separators, cleaners, vaults, electrical power lines, communications lines (including line poles, towers, transmitting and receiving devices), etc., necessary thereto the pipelines, for the distribution, production, storage, transmission, transportation, and containment of natural gas and other gaseous products, with the right of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

### SUBJECT PROPERTY

Situated in the Township of **Concord**, County of Lake and State of Ohio, and being part of **Tract 1, Lot 8** in said Township, Also identified by the Assessor as Parcel Number **08A0040000170** containing **54.151** acres of land more or less as described in **Instrument 2011R030839** of Lake County Records, and including all contiguous lands owned by grantor(s) (hereinafter referred to as the premises.)

TOGETHER with the right of ingress and egress to and from said right of way by routes most convenient to the Grantee for the purposes granted herein. It is further agreed that the Grantee shall have the right to make such changes in the location of said right of way as from time to time may be necessary or advisable owing to road construction, ground slips, or other causes beyond the control of the Grantee; and to use the right of way herein granted for the purpose of transporting pipe and other equipment to and from neighboring lands in and about the laying, maintenance operation, replacement and the removal of the pipe and other equipment installed hereunder. The pipeline shall be buried not less than three (3) feet below the surface of the ground so that it will not interfere with the cultivation of the same.

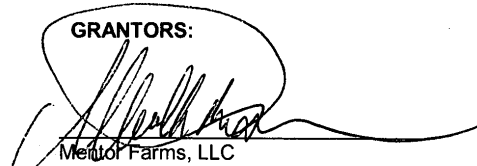
Grantor shall not construct or permit any house, structure or obstruction on or over, or within a distance of five (5) feet in either side of said pipeline, or appurtenances installed hereunder, and will not change the grade of such pipeline right of way by placing fill therein or removing earth therefrom or permit the inundation by water of said pipeline and/or right of way. During the construction phase of the pipeline, this right of way shall be twenty (20) feet in width. The permanent right of way shall be ten (10) feet in width. The Grantor may fully use and enjoy the said premises, except for the purposes granted herein. It is further provided that the Grantee shall pay the Granter for any damage or injury to growing crops, shrubs, trees, and fences upon said land which shall be caused by entry thereon to lay, maintain, replace, or remove the said pipeline or other equipment, and shall restore and replace the grounds affected by the installation, maintenance and repair or replacement of such pipeline to the same condition, or as near the same condition as possible, as the ground condition immediately prior thereto.

This agreement shall be governed by the laws of the State of Ohio and any cause of action brought to enforce any of the provisions contained in this Agreement shall be venued solely in the Lake County Common Pleas Court.

SURRENDER. Grantee shall have the right to surrender and cancel this Grant as to all or any part of the Subject Property by recording surrender or partial surrender of this Grant. Within a reasonable time after the surrender of this Grant, Grantee shall remove facilities from the Subject Property.

SUCCESSORS. This Grant is perpetual and the terms and conditions of this agreement shall extend to and be binding upon heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, Grantor (s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this Pipeline Right of Way Grant by executing this document.

GRANTORS:  
  
Mentor Farms, LLC  
William R. Dawson, President

STATE OF Ohio,

COUNTY OF Lake, TO-WIT:

The foregoing instrument was acknowledged before me this 15 day of February, 2016, by Mentor Farms, LLC (William R. Dawson, President) and the same was their free act and deed.

  
(Notary)

KEVIN A. SOSTER  
Notary Public - State of Ohio  
My Commission Expires August 14, 2017  
Recorded in Lake County

This instrument was prepared by: Orwell Natural Gas Company

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\* 2 0 1 6 R 0 2 9 3 1 8 3 \*

2016R029318

LAKE COUNTY OHIO  
RECORDED ON  
11/04/2016 01:29:13PM

ANN M. RADCLIFFE  
LAKE COUNTY RECORDER  
REC FEE: \$36.00  
PAGES: 3

**FIRST AMENDMENT TO CORRECTED, AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONERIDGE ESTATES SUBDIVISION**

**CONCORD TOWNSHIP, OHIO**

THIS FIRST AMENDMENT to Corrected, Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Amendment") is made this 3<sup>rd</sup> day of November, 2016, by Mentor Farms, LLC, an Ohio limited liability company ("Declarant"),

**WITNESSETH: THAT**

WHEREAS, Declarant owns real property located in Concord Township, Lake County, Ohio, being certain Building Lots in Stoneridge Estates Subdivision; and

WHEREAS, Declarant has previously filed a Corrected, Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to all Sublots in Stoneridge Estates Subdivision, said Declaration having been filed as Lake County Recorder Document No. 2015R028202 on October 22, 2015 (the "Declaration"); and

WHEREAS, Declarant reserved the right to unilaterally amend or modify the Declaration so long as Declarant is the owner of any Building Lot pursuant to Article 24 of said Declaration; and

WHEREAS, Declarant as the owner of a Building Lot or Lots desires to modify the Declaration as hereinafter provided.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, submits and declares that all Building Lots in Stoneridge Estates Subdivision shall be

**CHICAGO TITLE INSURANCE CO.**  
Order No. 533161062 ACCM

held, used and conveyed subject to the following amendments or modifications which shall supersede any conflicting provisions of the Declaration:

Article 3 is hereby amended to permit the installation of above-ground swimming pools only on Building Lots (or Sublots) Nos. 7, 8, 13 and 14, Phase 1 with the prior written approval of Declarant, or from the Association after Declarant has sold all Building Lots. All above-ground pools shall be encased in decking or other approved material, and all pool pumps and equipment shall be hidden from view of neighboring owners.

Article 9 is hereby amended to permit black wrought iron fencing in areas visible from any street with the prior written approval of Declarant, or from the Association after Declarant has sold all Building Lots.

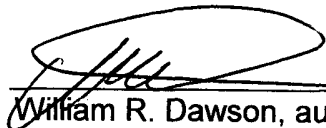
Except as modified herein, all other covenants, covenants and restrictions contained in the Declaration are hereby ratified and confirmed and will continue to apply to all Building Lots (or Sublots) in Stoneridge Estates Subdivision.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Corrected, Amended and Restated Declaration of Covenants, Conditions and Restrictions on this 3<sup>rd</sup> day of November, 2016.

DECLARANT:

Mentor Farms, LLC  
an Ohio limited liability company

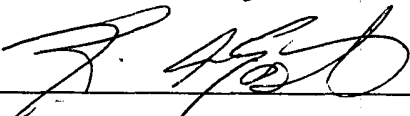
By:

  
William R. Dawson, authorized agent

STATE OF OHIO     )  
COUNTY OF Lake ) ss.

BEFORE ME, a Notary Public in and for said County and State,  
personally appeared the above named Mentor Farms, LLC, an Ohio limited liability  
company, by William R. Dawson, its authorized agent, who acknowledged that he did  
sign the foregoing instrument and that the same is his free act and deed individually  
and as agent of the company and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal at Mentor, Ohio, this 3rd day of November, 2016.

  
\_\_\_\_\_  
Notary Public

Prepared by: Anthony J. Aveni, Esq.

KEVIN A. SOSTER  
Notary Public - State of Ohio  
My Commission Expires August 14, 2017  
Recorded in Lake County