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DECLARATION OF COVENANTS AND RESTRICTIONS

It shall be the responsibility of the developer to initiate and complete the formation of the Rocking Horse Farms Homeowners Association, at that point in time when not less than twenty (20) nor more than fifty (50) 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 Rocking Horse Farms Homeowners Association.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS

Section 1. The owner or owners of record of each subplot in any phase of Rocking Horse Farms Subdivisions, with the exception of Phase II-A which fronts on Christina Drive (Lots 54, 55 and 56), shall automatically become a member of the Rocking Horse Farms Homeowners Association, 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 set forth herein. 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.

Section 2. Each lot shall have one vote which shall be exercised by the owner or owners of record unless said owner or owners assigns the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President / Secretary of the Association. Renters shall not have voting rights unless duly assigned to them by the owner of the property.

ARTICLE II
PURPOSE

The Association shall be formed for the following purposes:

1. To accept ownership or easements of the real estate along with any improvements or equipment located or to be located thereon; as shown on the Rocking Horse Farms plat.

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, drainage ways, entrance plantings, subdivision signs, fences, and all facilities and structures erected thereon. In the event that the City of Kirtland determines that the pond(s) and/or drainage ways are not being properly maintained by the Association, the City may so notify the President of the Association. If the Association does not properly correct the maintenance in question within (60) days (weather permitting), then the City shall have the authority to perform the necessary maintenance and charge all costs to the Association. The Association agrees to reimburse the City for these costs within sixty (60) days of receiving the bill.

3. To represent and promote the welfare of the residents of all Rocking Horse Farms Subdivisions as aforesaid generally; and to cooperate with the officials of municipal, county, state and other public authority for the promotion and betterment of the interests of the said Subdivisions as aforesaid, including, without limitation, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in the Subdivisions as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements. Nothing herein shall alleviate the need of the Association from properly maintaining and regulating the drainage ways and easements contained within the Rocking Horse Subdivision.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the subdivision and for the improvement and maintenance of the Rocking Horse Farms ponds, drainage ways, landscaping, subdivision signs, fences, and other items which are the responsibility of the Association.

Section 3. Minimum Annual Assessment. The annual assessment for each lot shall be \$250.00. The annual assessment may be increase 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 ten percent (10%) of the previous year's assessment. Increases in excess of ten percent (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. 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. The annual assessments provided for herein shall commence as to all lots on July 1, 1998. 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. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum plus reasonable attorneys fees, if any. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest, costs, and reasonable attorneys fees, may be filed with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board. 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 the delinquent liens, including but not limited to foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. 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 or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due of from the lien thereof.

Section 8. Major Improvements. All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of two thirds (2/3) of the total voting membership of the Association and the membership shall be assessed for the same.

Section 9. Septic Systems. All septic systems must comply with and be maintained in compliance with all Lake County General Health District regulations. The Association shall be responsible for the inspection of the individual on-lot sewage system serving each subplot, hereinafter referred to as "system" as provided herein. Such inspection shall be performed in accordance with the Lake County General Health District requirements, as now in effect or as may be from time to time amended.

The Association has or will assume responsibility for the inspection of each system, and shall conduct inspections of each system semi-annually. A written report of the semi-annual inspection shall be produced, and a copy submitted to the Lake County General Health District, the Association and the lot owner. In the event that maintenance, repair or replacement of any system is found to be necessary as a result of the routine inspection conducted by the Association, or the Lake County General Health District or its successors, the Association shall have the responsibility, after a sixty (60) day written notice to the owner to maintain, repair or replace the system and bill homeowner for work performed, unless an extension of time is granted by the Lake County General Health District.

The inspection shall be performed only by "qualified" individuals. A qualified individual shall be defined as a person having such qualifications and/or licenses as the Lake County General Health District or its successors, may reasonably adopt from time to time.

The Association shall have the authority to order and contract for on behalf of the owner for the maintenance, repair or replacement of any system which, needs maintenance, repair or replacement as a result of the failure by the owner to comply with the lawful orders of the Lake

County General Health District. The full cost of such maintenance and/or repair shall be borne by the owner. The Association shall have the authority to hire legal counsel to recoup all costs, including legal fees, to maintain, repair or replace any system in need thereof.

Any claim hereunder for maintenance, repair and/or replacement by the Association which is not paid to the Association within thirty (30) days from the date of billing shall be an obligation of the owner(s) of the subplot and shall become a secured obligation and a lien on the owner's property, and shall attach thereon, effective upon, and from the time of recording of an affidavit to obtain a mechanic's lien in the office of the Recorder of Lake County, Ohio. Service of a copy of the affidavit to obtain a mechanic's lien shall be required to be made by regular U.S. Mail, postage prepaid, to the tax mailing address of the owner. All costs and expenses including attorney's fees of the filing and service of the affidavit to obtain a mechanic's lien shall be included in the principal amount of the mechanic's lien, along with interest at the rate of twelve percent (12%) per annum, or the then legal rate, whichever shall be greater.

Section 10. Exempt Property. The following property shall be exempt from assessments created herein:

1. All properties dedicated to and accepted by local public authorities.
2. Any vacant land owned by the Rocking Horse Farms Homeowners Association.
3. Vacant lots owned by Rocking Horse Farms.

ARTICLE IV BUILDING AND LAND USE RESTRICTIONS

1. As part of the consideration for the conveyance of the Premises by Seller to Purchasers, Purchasers, for themselves, their heirs, executors, administrators and assigns, hereby covenant with and for the benefit of the Seller, its successors and assigns, any present or future owners of sublots comprising all Rocking Horse Farms Subdivisions and their respective heirs,

executors, administrators, successors and assigns of each of them, to hold and use the Premises, and any portion thereof, in accordance with, and subject to, the following covenants, rights, terms, reservations, limitations, agreements and restrictions which shall run with the land and are imposed for the uniform and orderly development of all Rocking Horse Farms Subdivisions.

2. All lots in Rocking Horse Farms Subdivisions shall be known as single family residential lots and no building or structure shall be placed or constructed thereon unless it meets the following area requirements:

- (a) Two thousand (2,000) square feet of living area for a one story ranch dwelling exclusive of garages, porches, or basement area.
- (b) Two thousand four hundred (2,400) square feet of living area for a one and a half story dwelling exclusive of garages, porches, or basement area.
- (c) Two thousand six hundred (2,600) square feet of living area for a two story (colonial) dwelling exclusive of garages, porches, or basement area.
- (d) Two thousand six hundred (2,600) square feet of living area for a split level dwelling exclusive of garages, porches or basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.
- (e) Two thousand eight hundred (2,800) square feet of living area for a bi-level dwelling exclusive of garages, porches, or basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.

3. No building, fence, wall or other structures shall be commenced or erected in Rocking Horse Farms Subdivisions, 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 harmony of external design and location in relation to surrounding structures and topography by an authorized representative of Rocking Horse Farms. Drawings and information should be submitted to Rocking Horse Farms C/O Properties Development, 3659 Green Road, Suite 110, Beachwood, Ohio 44122. In the event Rocking Horse Farms fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fulfilled.

4. It is the responsibility of every Purchaser to file a notice of intent for an individual building lot with the Ohio Environmental Protection Agency prior to the commencement of any clearing or construction activity (form attached). 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 the Purchaser of a vacant lot or a lot having greater than 30% unstabilized soil subject to erosion. Information regarding the Grading Plan and Storm Water Pollution Control Plan is available to Purchaser upon request.

5. Each dwelling will have a minimum of a two (2) car attached or integral garage.

6. Lawns and shrubbery between the roadway and dwelling shall be installed within ten (10) months after the completion of the dwelling.

7. Any dwelling that is constructed shall have no concrete or block above grade, and shall have a front elevation that includes a minimum of 30% brick or stone.

8. No dwelling on adjacent lots shall be the same color except white.

9. No dwelling elevation shall be excessively similar within five hundred (500) feet.

10. All driveway aprons shall be constructed of concrete and completed before the dwelling is occupied.

11. No trailer, basement or tent or other out-buildings shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No

garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure, extend beyond one year from the date construction commenced.

12. No trailer or permanent tent of any kind or description whatsoever shall be placed or suffered to remain in said Subdivision.

13. No owner shall damage any streets within the Subdivision or permit any contractor or materialmen to damage said street during the period of any home construction or said owner shall be personally liable for the cost of repairing such street, and shall hold Rocking Horse Farms or its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Rocking Horse Farms Subdivisions and Properties Development.

15. No campers, trailers, boats, motor homes, commercial vehicles, or recreational vehicles of any kind shall be kept on the property if they are visible from the street.

16. No chain link fence with metal posts may be installed on lot lines surrounding a portion of a lot. All fences must be in compliance with applicable ordinances of the City of Kirtland and, if required, a permit must be obtained.

17. Every owner will install a mail box post that is designated and/or approved by the developer.

18. Sublots 16, 17, and 18 of Phase I, and some lots in future Phases, include a portion of an East Ohio Gas Easement. Owners of these lots will observe restrictions set forth by the East Ohio Gas Company (copy attached).

19. Rocking Horse Farms, 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 no 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 Rocking Horse Farms owns property in the Subdivisions.

20. By acceptance of a deed for a building lot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner(s) consents to the entry upon the owner's property by the Association, its agents or employees to perform inspections, maintenance, repairs or replacement to their septic system, and waives any right the owner may have to object to such entry upon the property, provided, however, that such entry upon the property by the Association, its agents or employees shall be reasonable in all respects. Declarant further reserves to the Association such easements as may be necessary to perform such inspections, maintenance, repairs or replacements as may become necessary to keep the system in proper working order.

By acceptance of a deed for a subplot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner(s) waives any rights or claims the owner may then or at any time in the future have against the Lake County General Health District and/or Declarant which results from the approval by Lake County General Health District of the septic systems being used by each subplot.

The following provisions shall also constitute restrictions to which each lot is subject and which must be complied with by the owner of each lot prior to or in the construction of a residence on the lot:

- (a) Each lot will be considered separately for the installation of an individual household sewage disposal system. If a lot is found to be unsuitable, a sewage disposal system installation permit will not be issued and the lot will be considered unbuildable.
- (b) A backhoe will be provided by the owner at the request of the Lake County General Health District for any and all lots to confirm soil types and/or to determine the depth to bedrock or ground water table.

- (c) The Subdivision of lots shall be constructed in accordance with the approved plan. Site plans for each sewage system must be reviewed and approved by the design engineer (LDC, Inc.). All changes must be reported to and approved by the Lake County General Health District. All sewage systems shall be installed or replaced by a registered sewage installer.
- (d) Each residence constructed on a lot within the proposed subdivision of lots must utilize water saving toilets, shower heads and faucets.
- (e) A sewage disposal system installation permit must be obtained for each lot. Prior to permit issuance, a site inspection will be conducted by a representative of the Lake County General Health District. Once the type, size and location of the sewage disposal system to be utilized is determined, the applicant must submit a plot plan drawn by a registered engineer or surveyor depicting the location and design of the sewage disposal system, house location, existing and final grades, downspout drainage and any other information deemed necessary by the Lake County General Health District and the design engineer (LDC, Inc.).
- (f) Drainage improvements or changes from existing grade notes on the approved plan shall be installed prior to sewage disposal system installation permit issuance.
- (g) Off-lot disposal of sewage effluent will not be permitted.
- (h) Trees on the east, west and north sides of the sewage disposal system will be cleared to allow the system to receive at least eight (8) hours of sun a day.

- (i) The minimum elevation of the splitter box used in the sewage disposal system shall be six (6) inches above the finish grade of the individual trenches.
- (j) All laws and rules of the Lake County General Health District, the codified ordinances of the City of Kirtland and the Ohio Department of Health pertaining to individual sewage disposal and water supply systems shall be followed.
- (k) All sewage effluent lift pumps must be designed to lift residential sewage effluent to meet the necessary head and rate requirements. Check valves must be used. A visual or audible alarm must be placed in the building served by the pump to indicate any electrical or mechanical failure. The pump must be readily removable from the manhole in case of pump failure.
- (l) Systems shall be installed only by installers approved by the Lake County General Health District.
- (m) Systems shall be designed in accordance with the plans and specifications approved by the Lake County General Health District.

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement

Rocking Horse Farms Ltd. shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter

imposed by the provisions of these deed restrictions. If Rocking Horse Farms Ltd. chooses not to do so, then any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by Rocking Horse Farms Ltd. or by 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.

Section 2. Severability

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.

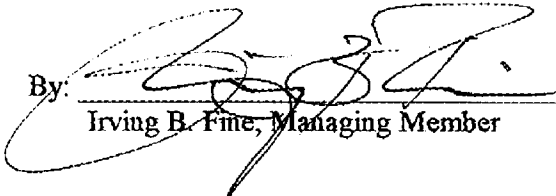
Section 3. Amendment

These deed restrictions shall run with and bind the land, and shall inure 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 Partnership sets its hand and corporate seal by Irving B. Fine, its duly authorized agent and partner this 15th day of DECEMBER, 1997.

ROCKING HORSE FARMS LIMITED

David S. Hard
David A. Moore

By: 
Irving B. Fine, Managing Member

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for said County, personally appeared the above named Rocking Horse Farms by Irving B. Fine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of such officer personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 15TH day of DECEMBER 1997.


Vicki S. Mestek
NOTARY PUBLIC

VICKI S. MESTEK
Notary Public - State of Ohio - Lake Cty.
My Commission Expires Aug 14, 1999

Prepared By: Rocking Horse Farms

The East Ohio Gas Company

RESTRICTIONS

on land that East Ohio Gas (EOG) holds various rights for its Gas Wells, Metering and Regulating facilities, Production, Storage, Transmission, and/or Distribution Pipelines, based on the rights held by EOG, and maintaining compliance with EOG, State and Federal codes, regulations, and laws.

For EOG's production, storage, transmission, and distribution pipeline's operating at 100 psig or higher, the EASEMENT area in general is considered to be 60 feet wide, 30 feet on each side of the pipeline(s) centerline. For EOG's distribution pipelines operating at less than 100 psig, the EASEMENT area in general is considered to be a minimum of 20 feet wide, 10 feet on each side of the pipeline(s) centerline, unless specifically defined otherwise. If multiple pipelines exist paralleling each other, the EASEMENT area is increased in width by the distance between the pipelines. EOG's EASEMENT areas for their access driveways to said facilities is considered in general to be 20 feet wide, 10 feet each side of the driveway's centerline. EOG's EASEMENT area in general is considered to be 100 feet radius around EOG's gas wells and 100 feet radius around EOG's brine/oil tanks.

There shall be no buildings, structures or obstructions of any kind placed within the EASEMENT area by anyone other than EOG, as permitted by rights granted to EOG.

There shall be no macadam, pavement, black top, concrete or other impermeable surfaces placed within the EASEMENT area by anyone other than EOG, as permitted by rights granted to EOG.

There shall be no changing the existing grade, filling upon or removal of land within the EASEMENT area by anyone other than EOG, as permitted by rights granted to EOG; and adjacent to the EASEMENT area there shall be no change in grade which would cause the EASEMENT area to become unstable or affect the lateral or subjacent support of EOG's facilities and/or appurtenances.

There shall be no impounding of water within the EASEMENT area by anyone other than EOG, as permitted by rights granted to EOG.

There shall be no dumping of debris within the EASEMENT area, or placement of fill material that is not acceptable to EOG.

Excepting the areas 100 feet radius around EOG's gas wells and brine/oil tanks, parties other than EOG may make the following improvements within the EASEMENT areas:

1) sewer, water, drain, cable, electric and phone lines may cross the easement areas at near right angles, providing that they vertically clear EOG's pipeline(s) by a minimum of 12 inches and be within suitable conduit if an underground line carrying an electrical charge; however, no such lines may parallel within EOG's easement area, nor may any above ground appurtenances (manholes, catch basins, signs, poles, fire plugs, transformers, pedestals, and etc.) to such lines be placed within the easement areas. Unless it's not practical or possible, EOG prefers that all such lines cross under its pipelines.

2) grade may be altered within the easement area, providing that the cover upon EOG's pipeline(s) is not reduced to less than 36 inches or increased to more than 72 inches.

3) the easement areas may be paved upon for parking lots, providing that there is a means for EOG to leak detect its pipelines for its own purposes and in accordance with government codes, regulations, and laws. This might be accomplished by a green space 10 feet wide approximately centered on EOG's pipeline(s), or by vents installed according to EOG's specifications.

4) paved driveways or future public and/or private roads may cross the easement areas at near right angles. In the case of roads the developer shall prepare Plan, Profile and Cross Section plans of the improvements, showing EOG's pipeline(s) plus existing and proposed grade, sewers, utilities, road improvements, etc. for EOG to review. No construction on such a road improvement may be made until EOG has provided written approval to the developer. No driveways, roads, or their associated road right-of way may parallel within the easement areas.

5) limited landscaping may be made within the easement areas. If any party questions the term limited or what would be acceptable to EOG, they should contact EOG prior to making any such landscape improvement.

All improvements made within the easement areas by parties other than EOG will be considered encroachments. Such improvements would be done at the risk and peril of the developer, owner of the facility, and/or landowner, and said parties shall be liable to EOG for any damage or loss to EOG's facilities caused by such improvements. Moreover, EOG reserves its rights at anytime, without notice, and without permit to remove any encroachments from within its easement areas to facilitate maintaining, operating, replacing, adding to, or etc. its facilities and/or appurtenances; and EOG will not be liable to replace or compensate any party for damages EOG inflicted upon any encroachment.

Inquiries or questions pursuant to distribution pipelines should be directed in writing to The East Ohio Gas Company, Engineering Department, via EOG's address as listed within the local telephone book. Inquiries or questions pursuant to Gas Wells, Production, Storage, and/or Transmission Pipelines would best be addressed to East Ohio Gas, Engineering Department, 7015 Freedom Ave. N.W., North Canton, Ohio 44720-7381

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE

1-800-362-2764 at least 48 hours before digging, or excavating.

ORC - 3781.28 A & B

Who Must File a Individual Lot NOI Form

Federal law at 40 CFR Part 122 prohibits point source discharges of storm water associated with construction activity to a water body(ies) of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. A contractor/builder that has such a storm water discharge must submit this NOI to obtain coverage under a NPDES Construction Storm Water General Permit, unless the original owner/developer retains responsibility. If you have questions about whether you need a permit under the NPDES storm water program or if you have questions regarding the completion of this form, contact the Ohio EPA Storm Water Unit at (614) 644-2001.

Where to File

NOIs must be sent to the following address:

Ohio Environmental Protection Agency
General Permit Program
P.O. Box 1049
Columbus, Ohio 43266-0149

Completing the Form

All responses must be typewritten in the appropriate areas only. Please place each character slightly above the appropriate line. Abbreviate if necessary to stay within the space allowed for each item. Use one space for breaks between words, but not for punctuation marks unless they are needed to clarify your response. This form will be read by an optical scanner so please provide information as requested.

Section I - Applicant Information/Mailing

Address

Give the legal name of the person, firm, public organization, or any other entity that is performing the construction of the site. The responsible party is the legal entity that controls the site rather than the job site supervisor. Do not use a colloquial name. Give the name and phone number of a contact person who is responsible for addressing NPDES requirements. Enter the complete address and telephone number of the applicant (provide phone number as: area code exchange number). Correspondence will be mailed to this address.

Section II - Site Location Information

Enter official or legal name of the site and complete address, including city, state, zip code and county. If the site lacks a street address, indicate the state, latitude and longitude of the facility to the nearest 15 seconds (provide

coordinates as: (degrees) (minutes) (seconds) using 2 digits in each space), or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

Give previous owner/developer's name, phone number (including area code), and general permit number. Identify lot(s) by number(s) so as to distinguish them from the remainder of the development. This form is intended to accommodate a maximum of four lots. Please use additional forms if necessary. When listing multiple lots, please separate (do not use punctuation).

Section III - Construction Activity Information

Enter the project start date, estimated completion date, the disturbed acreage for each lot. Provide dates as: month day year using two digits for each. (example: October 1, 1993 would be 10 01 93)

Section IV - Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: 1) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions; or 2) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second quarter 1988 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, federal, or other public facility: by either a principal executive officer or ranking elected official.

General

This form has been designed to be read by an optical scanner. Therefore, all responses must be typewritten in the spaces provided. Do not fold, copy, staple, or use correction fluid on this form. Forms transmitted by FAX will not be accepted. Incomplete forms will be returned to the applicant for resubmittal.

Legibility poor on original
document at time of recording.



Notice of Intent (NOI) For Coverage Under Ohio Environmental Protection Agency General Permit

(Read accompanying instructions carefully before completing this form)

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized to discharge into state waters under the NPDES general permit program. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. Complete all information — THIS FORM MUST BE COMPLETELY TYPEWRITTEN AND AN ORIGINAL (not a copy) — NOT FOLDED OR STAPLED — FOR PROPER ELECTRONIC SCANNING. Forms transmitted by fax will not be accepted. A check in the amount of \$100, payable to "Treasurer, State of Ohio", must accompany this form.

I. Applicant Information/Mailing Address

Company Name: _____
 Contact Person: _____ Phone: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____

II. Facility/Site Location Information

Facility Name: _____
 Facility Contact Person: _____ Phone: _____
 Facility Address/Location: _____
 City: _____ State: _____ Zip Code: _____
 County: _____ Township(s): _____
 Quarter: _____ Section(s): _____ Range: _____
 Receiving Stream: _____
 MS4 Operator Name: _____

If aware of a state nature preserve within 1,000 feet of the facility/site, check here: _____

Enter river code here, if discharge is to a river designated scenic, wild, or recreational, or to a tributary within 1000 feet (see instructions): _____

General Permit Number: OH _____ Initial Coverage: _____ Renewal Coverage: _____

General Permit Authorization to Discharge: _____

Type of Activity: _____

SIC Code(s): _____

Existing NPDES Permit Number: _____

ODNR Coal Mining Application Number: _____

Outfall	Design Flow (MGD)	Latitude	Longitude
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proposed Project Start Date (MO DY YR): _____

Estimated Completion Date: (MO DY YR): _____

Total Size of Site (Acres): _____

Payment Information: Check # _____ Date of Check _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (typed): _____ Date: _____

Signature: _____

M-1

RECORDED
MAR 18 1998
DATE..... TIME 3:05
980010430
GEOFFREY T. KENT
LAKE CO RECORDER
FEE 16.00

980010430

MIDLAND 15-AC/208

ROCKING HORSE FARMS

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

ROCKING HORSE FARMS DECLARATION OF COVENANTS AND RESTRICTIONS
filed February 25, 1998 and recorded in Document No. 980006833 of Lake County Records
shall be amended as follows:

ARTICLE III

Section 2. Purpose of Assessment

Uses shall include the inspection and maintenance of the sewage systems.

ARTICLE IV

BUILDING AND LAND USE RESTRICTIONS

ITEM 20 shall continue with these additional provisions and/or definitions.

- n.) For the purposes of these deed restrictions maintenance is defined as routine work that is required to keep the sewage system functioning properly. Maintenance includes pumping of septic tanks and aeration units as needed, cleaning or restoration of filters within aeration systems, alternating sewage effluent fields, keeping curtain outlets open and free flowing, etc.
- o.) For the purposes of these deed restrictions, repairs are defined as repairing or replacing the physical existing components of the sewage system. The components may be part of the septic tanks, aeration unit, effluent pump station, leach/evapotranspiration lines, distribution piping/boxes or curtain drain.
- p.) That deed restrictions concerning sewage disposal pass on to successive homeowners and remain in force until sanitary sewer connections are made.
- q.) That the person or entity assuming such responsibilities has legal access to each sewage disposal system for inspection, maintenance and repair services.

- r.) By-laws adopted to conduct the affairs specified by the deed restrictions must not conflict with the requirements in the deed restrictions.
- s.) All sewage systems within the subdivision must be included in the maintenance and management system.

IN WITNESS WHEREOF, said Partnership sets its hand and corporate seal by Irving B. Fine, its duly authorized agent and partner this 17th day of March 1998.

ROCKING HORSE FARMS LIMITED

Vicki S. Mestek

Vicki S. Mestek

By: Irving B. Fine
Irving B. Fine, Managing Member

David S. Hart

David S. Hart
STATE OF OHIO)

COUNTY OF CUYAHOGA)

ss.

BEFORE ME, a notary public in and for said County, personally appeared the above-named Rocking Horse Farms by Irving B. Fine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said partnership and the free act and deed of such officer personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 17th day of March 1998.

Vicki S. Mestek
Notary Public

VICKI S. MESTEK
Notary Public - State of Ohio - Lake E
My Commission Expires Aug 14, 1998

Prepared by:
Rocking Horse Farms Limited

MAI

RECORDED
MAY - 6 1998
DATE..... TIME 3:51:03 PM

2

980019323

GEOFFREY T. KENT
LAKE CO RECORDER

980019323

FEE 16.00

ROCKING HORSE FARMS

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

ROCKING HORSE FARMS DECLARATION OF COVENANTS AND RESTRICTIONS
filed February 25, 1998 and recorded in Document No. 980006833 of Lake County Records
shall be amended as follows:

ARTICLE IV

BUILDING AND LAND USE RESTRICTIONS

Item 2. All lots in Rocking Horse Farms Subdivisions shall be known as single family residential lots and no building or structure shall be placed or constructed thereon unless it meets the following area requirements:

- (a) Two thousand two hundred (2,200) square feet of living area for a one story ranch dwelling exclusive of garages, porches, or basement area.
- (b) Two thousand six hundred fifty (2,650) square feet of living area for a one and a half story dwelling exclusive of garages, porches or basement area.
- (c) Two thousand eight hundred fifty (2,850) square feet of living area for a two story (colonial) dwelling exclusive of garages, porches, or basement area.
- (d) Two thousand eight hundred fifty (2,850) square feet of living area for a split level dwelling exclusive of garages, porches, of basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.
- (e) Three thousand (3,000) square feet of living area for a bi-level dwelling exclusive of garages, porches, or basement area, but including the lower level living area which does not have to finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.

Any lots transferred prior to the date this amendment is recorded shall not be affected.

15-AC-00

IN WITNESS WHEREOF, said Partnership sets its hand and corporate seal by Irving B. Fine, its duly authorized agent and partner this 5th day of May 1998.

ROCKING HORSE FARMS LIMITED

Vicki S. Mestek
Vicki S. Mestek

By: [Signature]
Irving B. Fine, Managing Member

David S. Hart
David S. Hart

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for said County, personally appeared the above-named Rocking Horse Farms by Irving B. Fine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said partnership and free act and deed of such officer personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 5th day of May 1998.

Vicki S. Mestek

VICKI S. MESTEK
Notary Public - State of Ohio - Lake Erie
My Commission Expires Aug 14, 1998

Prepared by:
Rocking Horse Farms Limited

M-1

990032171

RECORDED
JUL 01 1998
DATE _____ TIME 3:48:02 pm

3

990032171

LAWRENCE T. KENT
LAKE CO RECORDER
FEE \$20.00

ROCKING HORSE FARMS

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

ROCKING HORSE FARMS DECLARATION OF COVENANTS AND RESTRICTIONS filed February 25, 1998 and recorded in Document No. 980006833 of Lake County Records shall be amended as follows:

ARTICLE VI

NATURAL WETLANDS CONSERVATION AREAS

1. ROCKING HORSE FARMS has agreed with the United States Army Corps of Engineers to preserve certain remaining areas of wetlands which are located on the Property. These areas are identified on a map of the property, attached hereto and identified as Exhibit A. It is necessary to insure the continued preservation of the wetlands which will not be filled, removed or otherwise taken in order to satisfy certain requirements imposed pursuant to Section 404 of Federal Water Pollution Control Act.
2. The ROCKING HORSE FARMS Homeowners Association its Trustees and members will not disturb or interfere with the natural condition of the wetlands.
3. The wetlands shall not be cleared, cut, filled or developed, or otherwise disturbed or modified in any way from their natural state.
4. The wetlands, shall be closed to general public use. Use of the wetlands by the public for scientific or educational purposes may be granted only by written permission from the United States Army Corps of Engineers.

EMERALD TITLE SECURITY, INC.
No. 980033 E-MTR

IN WITNESS WHEREOF, said partnership sets its hand and corporate seal by Irving B. Fine, its duly authorized agent and partner this 29th day of June 1999.

ROCKING HORSE FARMS LIMITED

Vicki S. Mestek

By: [Signature]
Irving B. Fine, Managing Member

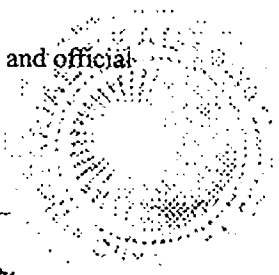
[Signature]

STATE OF OHIO)
)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for said County, personally appeared the above-named Rocking Horse Farms by Irving B. Fine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said partnership and the free act and deed of such officer personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 29th day of June 1999.

Vicki S. Mestek
VICKI S. MESTEK
Notary Public - State of Ohio - Lake Cty.
My Commission Expires Aug 14, 1999



Prepared by:
Rocking Horse Farms Limited

Rocking Horse Farms

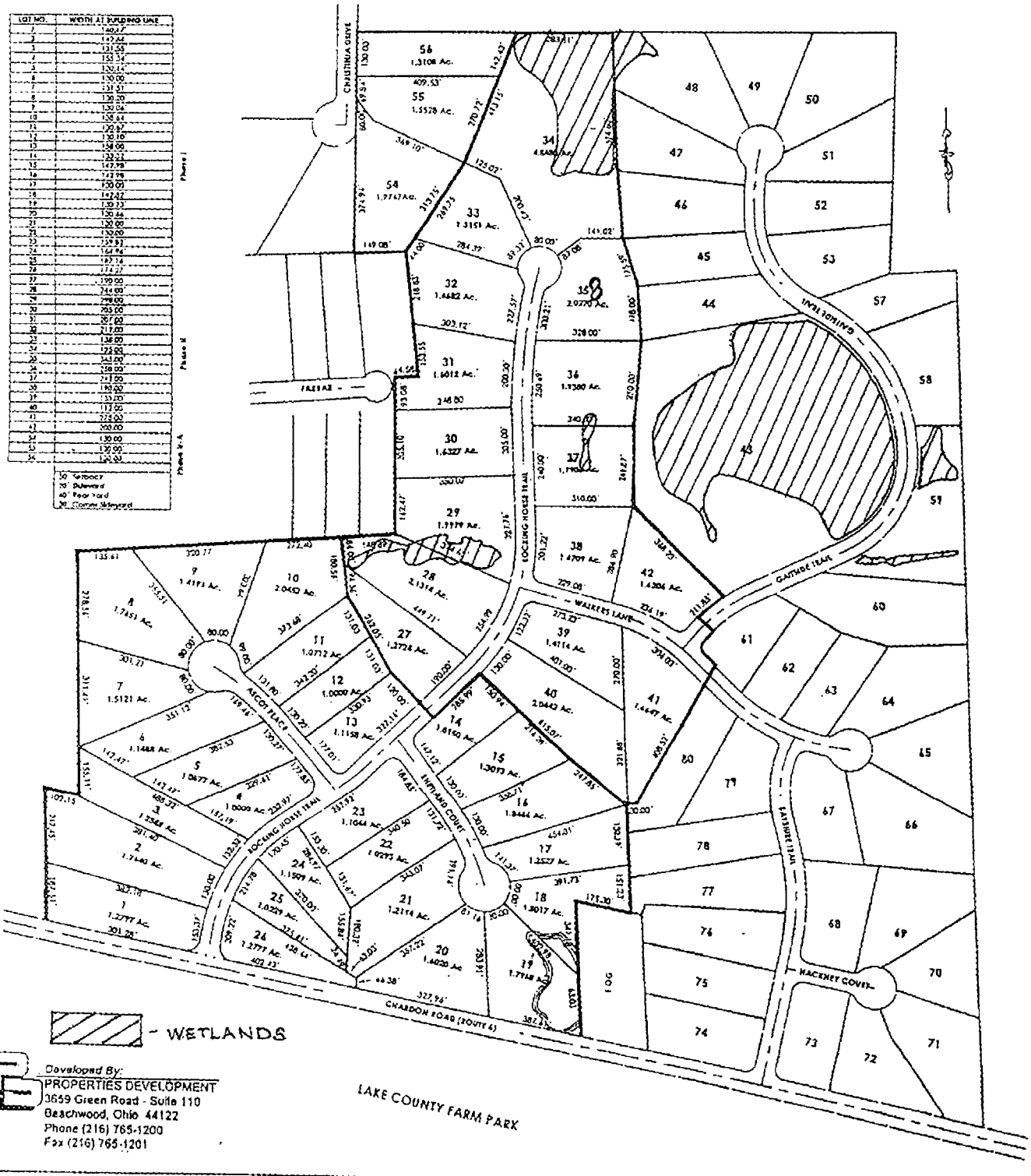
Kirtland, Ohio



EXHIBIT 'A'

LOT NO.	WIDTH AT FUNDING LINE
1	149.27
2	147.44
3	131.55
4	133.51
5	133.51
6	130.00
7	131.31
8	130.20
9	133.54
10	133.54
11	129.87
12	130.10
13	130.00
14	133.51
15	127.78
16	127.78
17	130.01
18	127.78
19	129.33
20	130.34
21	130.00
22	130.00
23	127.78
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92	130.00
93	130.00
94	130.00
95	130.00
96	130.00
97	130.00
98	130.00
99	130.00
100	130.00

- 50 Wetland
- 51 Paved
- 52 Paved
- 53 Paved
- 54 Concrete



Developed By:
PROPERTIES DEVELOPMENT
 3659 Green Road - Suite 110
 Beachwood, Ohio 44122
 Phone (216) 765-1200
 Fax (216) 765-1201

LAKE COUNTY FARM PARK

①

3

2003R079124

LAKE COUNTY OHIO
RECORDED ON

12-19-2003 1:08 PM

FRANK A SUPONCIC
LAKE COUNTY RECORDER

REC. FEE: 36.00
PAGES: 3

Accom - (AR)
Quality Title Agency, Inc.

ROCKING HORSE FARMS

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

ROCKING HORSE FARMS DECLARATION OF COVENANTS AND RESTRICTIONS filed February 25, 1998 and recorded in Document No. 980006833 of Lake County Records and the Third Amendment filed July 1, 1999 and recorded in Document No. 990032171 of the Lake County Records shall be amended as follows:

ARTICLE VI

NATURAL WETLANDS CONSERVATION AREAS

1. The Northeast Quadrant of Exhibit A (outlined bold) in this Article VI is attached hereto. The restricted conservation areas in this Northeast Quadrant shall be expanded to include all the areas identified as restricted on the attached drawing titled Rocking Horse Farms, Phase 4.

IN WITNESS WHEREOF, said Partnership sets its hand and Corporate seal by Irving B. Fine, its duly authorized agent and partner this 16th day of December, 2003

ROCKING HORSE FARMS LIMITED

David S. Hand
Vicki S. Mestek

By Irving B. Fine
Irving B. Fine, Managing Member

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for said county, personally appeared the above named Rocking Horse Farms by Irving B. Fine, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said partnership and the free act and deed of such officer personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 16th day of December 2003.

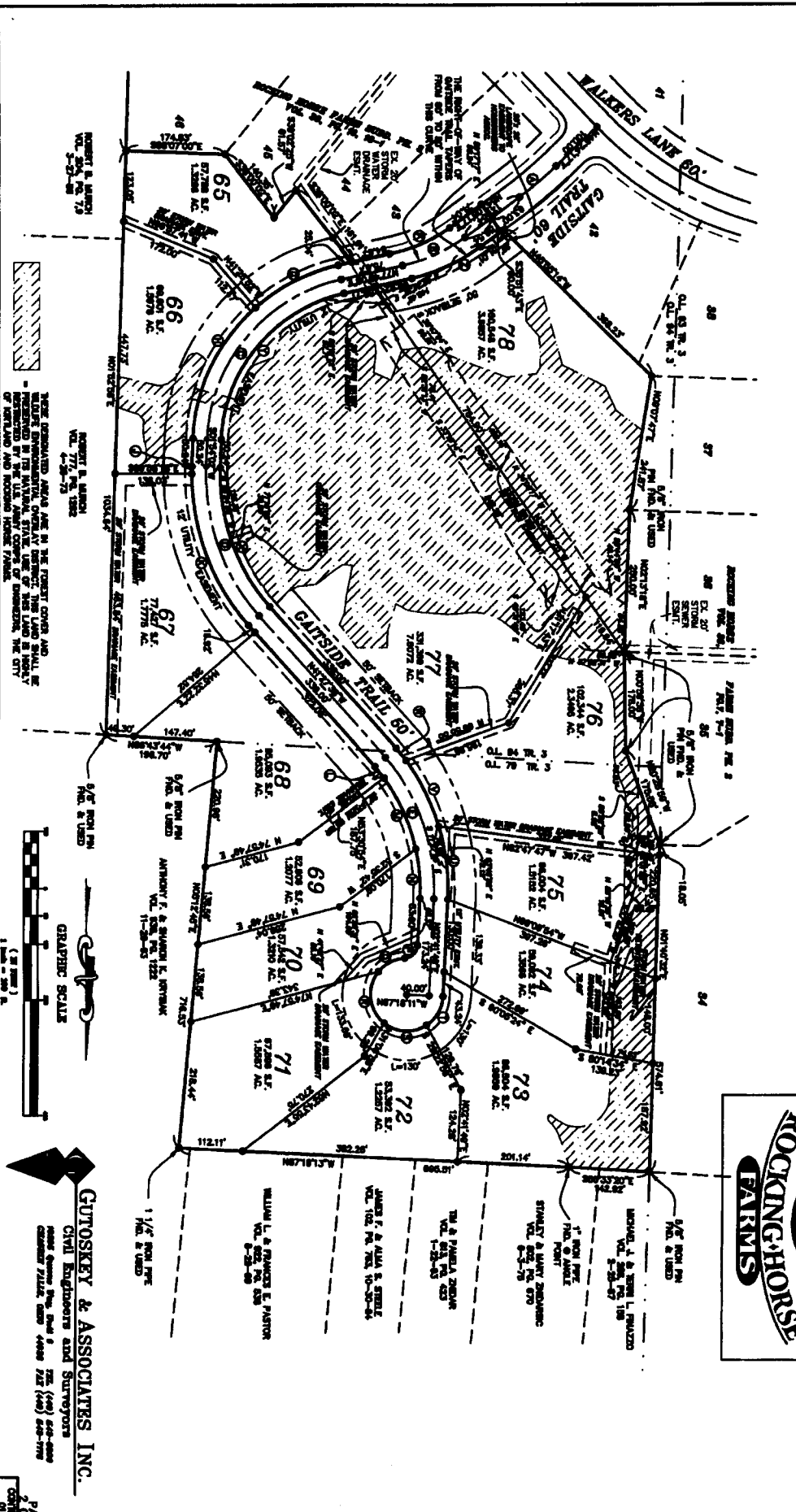
Vicki S. Mestek
NOTARY PUBLIC

VICKI S. MESTEK
Notary Public, State of Ohio, Lake Cty.
My Commission Expires Aug 14, 2004

Prepared by:

Rocking Horse Farms Limited

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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THESE DESIGNATED AREAS ARE IN THE FOREST CONSERVATION AND WILDLIFE DEVELOPMENT OVERLAY DISTRICT. THIS LAND IS HEAVILY WOODED AND IS NOT SUITABLE FOR DEVELOPMENT. THE CITY OF HENTLAND AND ROCKING HORSE FARMS.



GOTOSKEY & ASSOCIATES, INC.
CIVIL ENGINEERS AND SURVEYORS
11111
1 1/2" = 100' PER
FAC. & USED



ROCKING HORSE FARMS PHASE 4

NEW STATE OF OREGON, CITY OF HENTLAND LOT 100, 70 AND 94, TRACT No. 3
CITY OF HENTLAND - LANE COUNTY - OREGON