



# Concord Township, *Lake County, Ohio*

7229 Ravenna Road  
Concord Township, OH 44077  
(440)354-7505 or 354-7506  
www.concordtpw.com

## Zoning Amendment Application

Application Number: 0320-2

The undersigned, owner(s)/agent (if not the owner, authorization required) of the following described property hereby requests the consideration of change to the Concord Township Zoning Resolution as specified below:

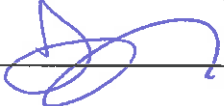
APPLICANT	Applicant <b>Sommers Real Estate Group LLC</b>		
	Address <b>PO BOX 1102</b>	City <b>CHARDON</b>	Zip <b>44024</b>
	Phone <b>440-478-6034</b>	Email <b>gs@sommersrealestate.com</b>	
	Proposed Text Amendment (if applicable)		

PROPOSED MAP AMENDMENT	Address <b>08A012B000180, 08A012B0000</b>		Parcel Number(s) <b>08A012B000180 08A012B000090</b>
	Existing Use <b>Vacant Land</b>	Proposed Use <b>RCD</b>	
	Existing District <b>R-1</b>	Proposed District <b>RCD</b>	

SUBMITTAL REQUIREMENTS	One (1) completed original application form for a zoning amendment, fees, and the following arranged into ten (10) packets shall be filed with the Zoning Office. Incomplete applications will not be accepted.
	<ol style="list-style-type: none"> <li>1. A legal description of the property, if applicable.</li> <li>2. A vicinity map showing property lines, streets, and existing and proposed zoning.</li> <li>3. The proposed amendment to the zoning text or map.</li> <li>4. Other maps, plans, letters, photographs, or information relevant to the request.</li> </ol>

**I hereby certify all the above statements, submitted information, and attached drawings to be factual and representative of the existing and proposed conditions of the property relative to this application.**

APPLICANT (PRINTED NAME) Greg Somers DATE 3/30/20

APPLICANT (SIGNATURE) 

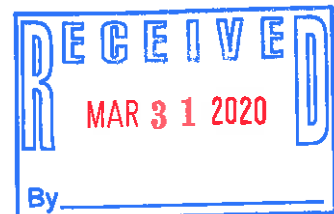


\*\*\*FOR OFFICIAL USE ONLY --- CONCORD TOWNSHIP ZONING COMMISSION\*\*\*

DATE APPLICATION FILED <u>3-31-20</u>	FEE PAID <u>\$1,000</u>	CASH OR CHECK NO. <u>1576</u>
DATE OF NOTICE: NEWSPAPER _____	ADJACENT PROPERTY OWNERS _____	
DATE OF ZONING COMMISSION PUBLIC HEARING(S) _____		
RECOMMENDATION OF LAKE COUNTY PLANNING COMMISSION:	APPROVE	DISAPPROVE
RECOMMENDATION OF ZONING COMMISSION:	APPROVE	DISAPPROVE
AYES _____	NAYS _____	
_____ ZONING COMMISSION, CHAIRPERSON	_____ DATE	_____ SECRETARY

\*\*\*FOR OFFICIAL USE ONLY --- CONCORD TOWNSHIP BOARD OF TRUSTEES\*\*\*

DATE RECOMMENDATION RECEIVED _____	DATE OF NOTICE IN NEWSPAPER _____		
DATE OF PUBLIC HEARING(S) _____			
ACTION BY BOARD OF TRUSTEES: APPROVE	DISAPPROVE	AYES _____	NAYS _____
IF DENIED, REASON FOR DENIAL _____			
_____ FISCAL OFFICER		_____ DATE	





**Community Name: Eagle Point**

APPLICATION FOR REZONING  
TO (RCD) DISTRICT

PARCEL (s): 08A012B000180, 08A012B000090

**SUBMITTED BY:**

SOMMERS REAL ESTATE GROUP LLC  
BOX 1102  
CHARDON, OHIO 44024



—THE—  
**SOMMERS**  
—REAL ESTATE GROUP—  
FULL CIRCLE REAL ESTATE SOLUTIONS

**TABLE OF CONTENTS:**

1. PROJECT SUMMARY
2. PROPOSED LAYOUT WITH LOT SIZES, ROAD LAYOUTS, CONTOURS,  
AND CALCULATIONS
3. YIELD PLAN
4. RCD PLAN
5. POPULATION IMPACT AND DENSITY SUMMARY
6. UTILITY PLAN
7. CURRENT SITE CONDITIONS
8. DEED RESTRICTIONS AND PROTECTIVE COVENANT SUMMARY
9. PROPOSED DEVELOPMENT SCHEDULE



—THE—  
**SOMMERS**  
—REAL ESTATE GROUP—  
FULL CIRCLE REAL ESTATE SOLUTIONS

## **PROJECT SUMMARY**

The proposed rezoning is for the 29.63 acres of land located off Colburn Rd.

The parcel consists of 29.63 total acres. We are proposing the rezoning of the subject property to Residential Conservation District. (RCD). The land is currently zoned R-1.

The applicant has designed a yield plan that includes 43 half-acre lots which can be developed on the with minimal impacts to wetlands and streams.

The proposed rezoning to Residential Conservation District would result in 47 building lots.

The proposed development under the Residential Conservation Zoning (RCD) has been designed using the following design criteria:

- Maintaining and conserving sensitive natural resource areas including fringe woods, wetlands, streams, riparian corridors and natural drainage areas
- The establishment of buffers to adjacent properties using dedicated green space buffers
- The avoidance of impacts on wetland areas and the protection of wetlands and streams
- Minimizing the impact to sensitive areas by landscaping and lawns at individual residences
- The protection of adjacent properties from post development storm water impacts

The proposed development meets or exceeds all of the requirements as set forth in the Concord Township Zoning requirements for Residential Conservation District.



## **POPULATION IMPACT AND DENSITY SUMMARY**

The proposed development consists of 47 single family residential lots.

The home prices in this development are expected to be from \$350,000 to \$500,000 and on average will be 2,300 to 3,500 square foot per dwelling.

Based on current population trends for the Lake County Metropolitan area, there will be 3.4 residents per dwelling.

The total net population increase to Concord Township as a result of this development will be 160 residents.

The development is forecasted to produce and deliver 29 homes in the first year and 18 homes in the second year after completion and dedication.

The increase per year in population will be 99 residents in the first year and 61 residents in the second year.

The density of the proposed development is .63 dwelling units per acre.



## **UTILITY PLAN**

The proposed development will be served by Lake County Sanitary Engineer and City of Painesville water systems.

All utilities are located at or adjacent to the site.

Water and sanitary sewer lines will be located within the road right of ways and easements and will be designed and approved to governing authority standards, including the Lake County Sanitary Engineer, City of Painesville and the Ohio EPA.

The storm water system will be designed to meet all Lake County Engineer standards as well as obtaining an Ohio EPA Pollution and Storm Water permit.

Careful consideration has been given to the sensitive areas of the development and the use of natural features for storm water management will be integrated into the final design plan.



## **DEED RESTRICTIONS AND PROTECTIVE COVENANTS**

### **GREEN SPACE PROTECTIONS:**

The proposed development will consist of green space buffers on the north, south, east, and west boundaries. Over 40%+ (Approx. 12.36 acres) of the total site will be permanently preserved open space.

The developer is proposing that the green space for this development will be deeded to a third party for perpetual protection of the natural spaces and features.

All green space boundaries will be marked and identified as protected areas.

Homeowners associations often lack the financial ability to protect the green spaces as originally intended. Yard and landscaping encroachments, swing sets and fire pits often end up in protected areas.

The third party will conduct a yearly check for encroachments and other issues related to the green space area. All enforcement will be the responsibility of the third-party easement holder. This will eliminate the enforcements issues that often cause neighbor disputes and problems within a homeowners' association.

The greens space areas will be marked and protected from any disturbance during subdivision construction.





### **HOMEOWNERS' ASSOCIATION REGULATIONS/DEED RESTRICTIONS:**

The developer will establish a Homeowners' Association that will be turned over to the homeowners.

The intent of the homeowners' regulations and deed restrictions is to provide guidelines for standards of living for the neighborhood and to protect the values in the neighborhood.

Issues to be addressed in the homeowners' association rules/restrictions will be:

- Square footage minimums
- Exterior requirements
- The placement and size of outbuildings
- The storage of boats, RV's , and large trucks etc.
- Requirements for the installation of landscaping after move-in
- Hard surface driveway requirements
- Rear yard buffer strips on lots that are not adjacent to a green space area
- Maintenance of entry way signage and plantings in common areas that are not located in the green space areas

The proposed deed restrictions are attached.



## **PROPOSED DEVELOPMENT SCHEDULE**

The proposed development will be built in two phases.

It is estimated that there will be 29 lot sales per year and 18 sales in the second year. Subject to all approvals, it is estimated that the subdivision lots will be available in mid to late 2020.

## **CURRENT SITE CONDITIONS**

A Preliminary Jurisdictional Determination (PJD) was obtained from the US Army Corps of Engineers in November of 2019. All wetlands and streams were identified. The RCD plan was designed and avoid and minimize wetland impacts.

The soil conditions will support the proposed development.

Thank you for your time and consideration.

Regards,

Greg Sommers  
Sommers Real Estate Group LLC  
Direct Line: 440.478.6034  
Email: [GS@SommersRealEstate.com](mailto:GS@SommersRealEstate.com)  
Web: [www.SommersRealEstate.com](http://www.SommersRealEstate.com)

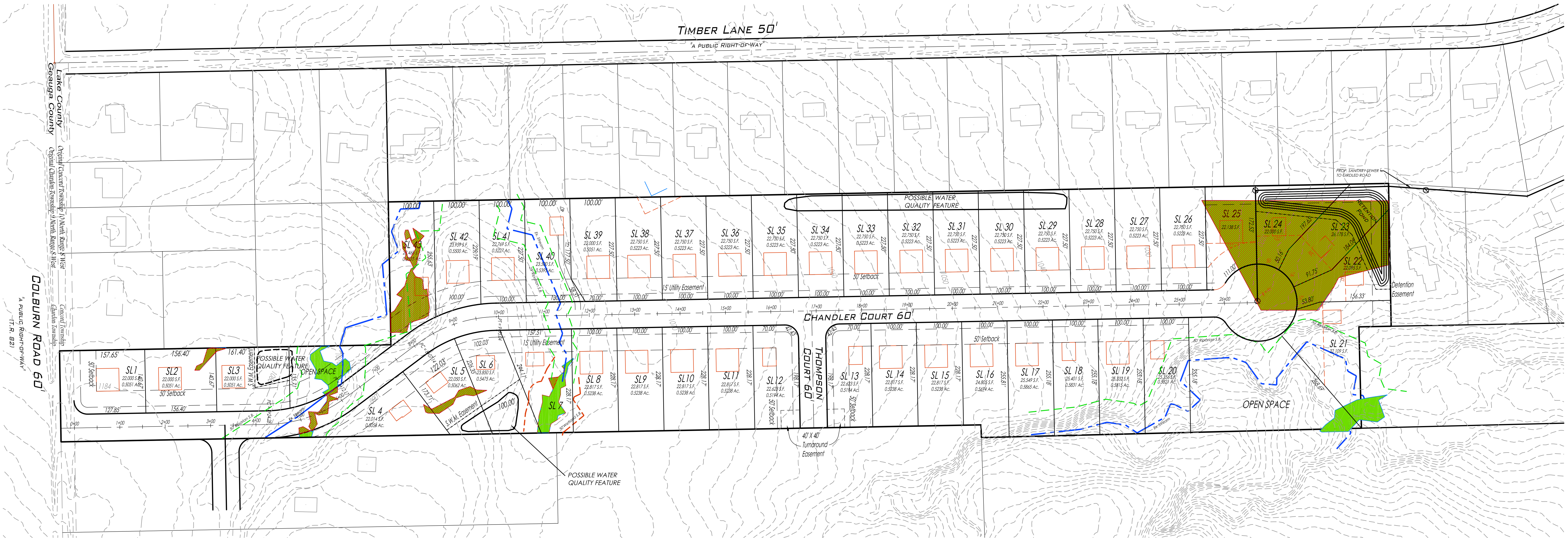
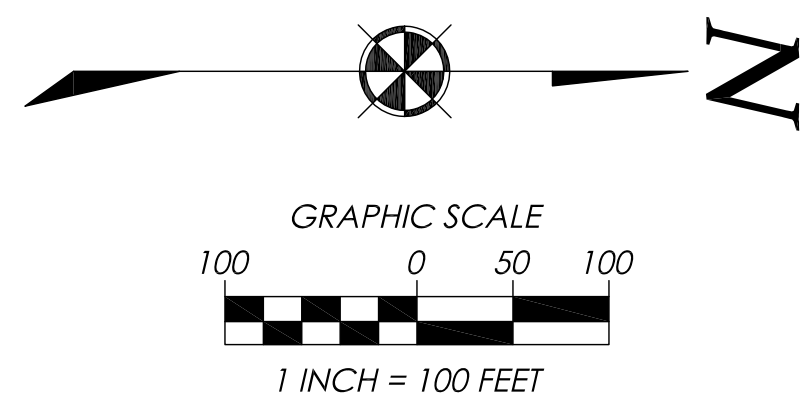


— THE —  
**SOMMERS**  
— REAL ESTATE GROUP —  
FULL CIRCLE REAL ESTATE SOLUTIONS

# Eagle Pointe R-1 Yield Plan

Situated in the Township of Concord, County of Lake, and State of Ohio,  
and further known as being part of Lot 1, Tract 2, Original Concord Township,  
Being Township Number 10 in the 8th Range of Townships  
in the Connecticut Western Reserve  
April 15, 2020 Scale 1"=100'

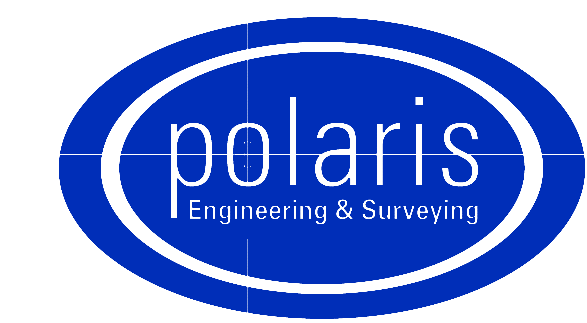
**R-1 ZONING ~ REQUIREMENTS**  
MINIMUM SETBACK = 50'  
MINIMUM SIDEYARD = 15'  
MINIMUM REAR YARD = 40'  
MINIMUM AREA = 22,000 S.F. (0.5051 AC.)  
MINIMUM LOT FRONTAGE = 50'  
MINIMUM LOT WIDTH = 100'



- = 50'x50' BUILDING FOOTPRINT
- = 40'x30' BUILDING FOOTPRINT
- = WETLANDS
- = WETLANDS IMPACTS
- = EXISTING STREAM

**NOTES:**  
-ENTIRE PROJECT AREA AND SURROUNDING PARCELS ARE CURRENTLY ZONED 'R-1' RESIDENTIAL.  
-ENTIRE PROJECT AREA IS CURRENTLY WOODED. EXISTING WOODED AREAS DO NOT APPEAR TO HAVE ANY ENVIRONMENTALLY SENSITIVE AREAS BEYOND THE STREAMS & WETLANDS SHOWN.  
-WATER SUPPLY WILL BE PUBLIC WITH SERVICE FROM PAINESVILLE WATER.  
-SANITARY SERVICE WILL BE PUBLIC WITH SERVICE FROM LCDU.  
-THERE ARE NO KNOWN CEMETERIES, HISTORICAL, OR ARCHEOLOGICAL SITE ON THE PROPERTY.

DATE: 4/15/20  
SCALE: HOR. 1"=100'  
VERT. 1"=00'  
FOLDER: Survey  
FILENAME: Eagle Pointe  
TAB: 01 - Yield

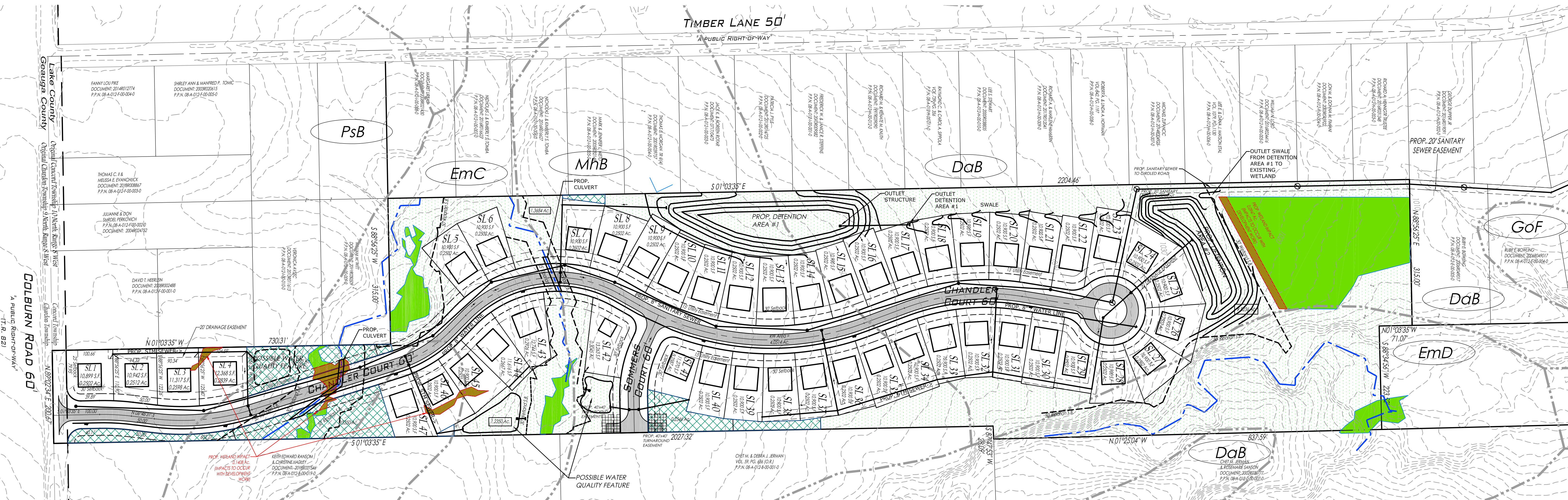
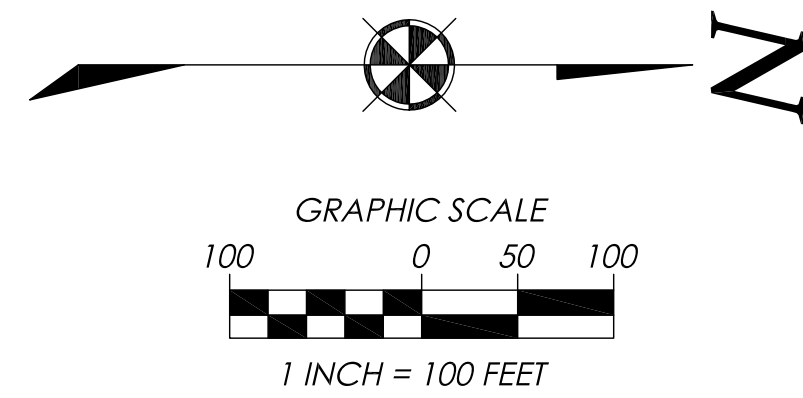


**POLARIS ENGINEERING and SURVEYING, INC.**  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 944-3722 (Fax)  
www.polaris-es.com

CONTRACT No.	
19134	
SHEET	OF
01	01

# Eagle Pointe Preliminary RCD Plan

Situated in the Township of Concord, County of Lake, and State of Ohio,  
and further known as being part of Lot 1, Tract 2, Original Concord Township,  
Being Township Number 10 in the 8th Range of Townships  
in the Connecticut Western Reserve  
April, 2020 Scale 1"=100'



**NOTES:**  
-ENTIRE PROJECT AREA AND SURROUNDING PARCELS ARE CURRENTLY ZONED 'R-1' RESIDENTIAL.  
-ENTIRE PROJECT AREA IS CURRENTLY WOODED. EXISTING WOODED AREAS DO NOT APPEAR TO HAVE ANY ENVIRONMENTALLY SENSITIVE AREAS BEYOND THE STREAMS & WETLANDS SHOWN.  
-WATER SUPPLY WILL BE PUBLIC WITH SERVICE FROM PAINESVILLE WATER.  
-SANITARY SERVICE WILL BE PUBLIC WITH SERVICE FROM LCDU.  
-THERE ARE NO KNOWN CEMETERIES, HISTORICAL OR ARCHEOLOGICAL SITE ON THE PROPERTY.

- = OPEN SPACE LESS THAN 1 ACRE
- = OPEN SPACE
- = 50'x50' BUILDING FOOTPRINT
- = 30'x30' BUILDING FOOTPRINT
- = EXISTING STREAM

- = WETLANDS
- = WETLANDS IMPACTS (0.2355 Acres)

**SITE SUMMARY**

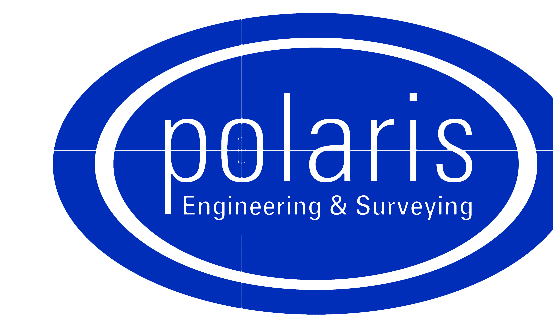
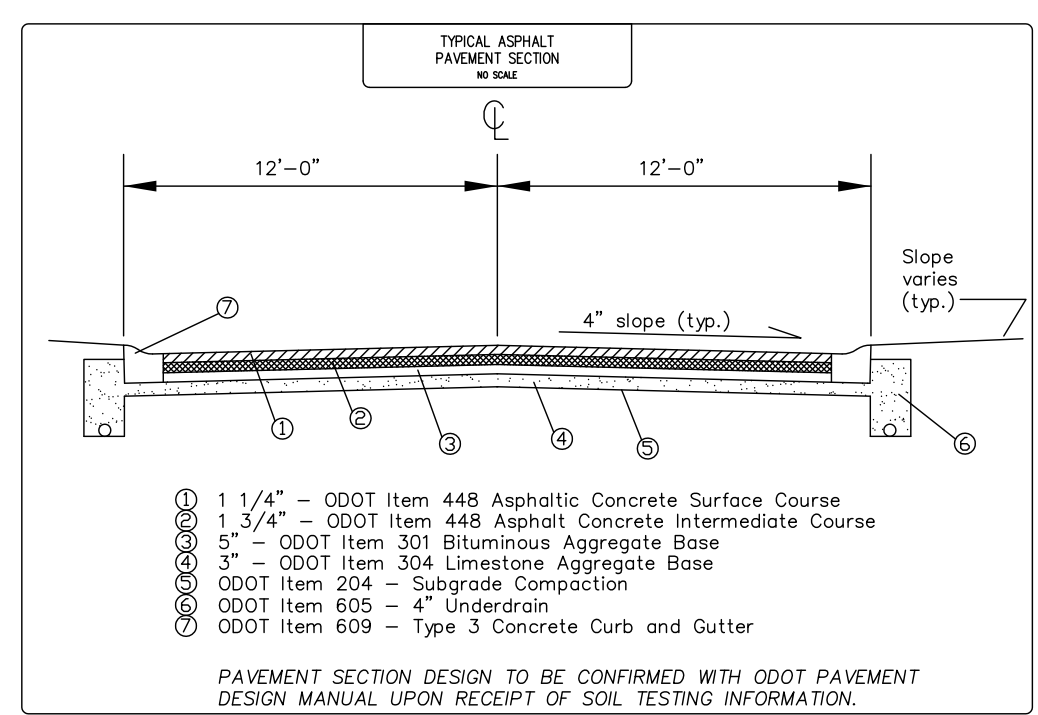
TOTAL AREA OF EXISTING AND PROPOSED R/W	= 4.0514 AC.
TOTAL OPEN SPACE	= 12.1270 AC.
TOTAL OPEN SPACE (N/A)	= 1.5232 AC.
TOTAL AREA OF PROPOSED LOTS	= 11.9254 AC.
TOTAL AREA INCLUDING COLBURN ROAD	= 29.6270 AC.

12.1270/29.6270 = 40.9 % OPEN SPACE PROVIDED  
DENSITY INCREASE = 1.11 % (PER SECTION 16.24 CONCORD ZONING CODE)  
1.11 X 43 (# OF YIELD LOTS) = 47 RCD LOTS

**RCD REQUIREMENTS**

- MINIMUM PROJECT AREA = 20 ACRES (29.6270 ACRES PROVIDED)
- MINIMUM SETBACK = 30' (PROVIDED ON ALL LOTS)
- MINIMUM SIDEYARD = 10'
- MINIMUM REAR YARD = 30'
- MINIMUM AREA = 10,890 S.F. ~ 0.2500 AC. (PROVIDED ON ALL LOTS)
- MINIMUM LOT WIDTH = VARIED (70 FEET PROVIDED ON ALL LOTS AT SETBACK)

DEVELOPED BY:  
COLBURN DEVELOPMENT, LLC  
P.O. BOX 1102  
CHARDON, OHIO 44024  
PHONE: 440-487-1220  
CONTACT: RICK SOMMERS



**POLARIS ENGINEERING and SURVEYING, INC.**  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 944-3722 (Fax)  
www.polaris-es.com

CONTRACT No.	
19134	
SHEET	OF
02	02

DATE: 4/15/20  
SCALE: HOR. 1"=100'  
VERT. 1"=50'  
FOLDER: Preliminary  
FN: Preliminary  
TAB: 02 - Prelim



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3732

---

March 30, 2020

Mr. Greg Sommers  
Sommers Real Estate  
P.O. Box 1102  
Chardon, Ohio 44024

Re: Site Trip Generation  
Proposed 'Eagle Pointe' RCD Development  
Colburn Road, Concord Township, Lake County, Ohio

Dear Greg:

Polaris Engineering & Surveying, Inc. has performed the following trip generation analysis for the proposed 'Eagle Pointe' RCD Development to be located on the north side of existing Colburn Road east of Timber Lane in Concord Township, Lake County, Ohio. Sommers Real Estate is proposing to develop 47 single family residential lots on approximately 29.6 acres (see Figure 1 for proposed layout). The site will have a single access point to Colburn Road. The access point will be a new roadway designed per current standards of the Lake County and Concord Township subdivision regulations and engineering design standards.

### **Trip Generation**

The calculation of future traffic requires an estimate of traffic the development will generate after construction. This estimate is typically expressed as a Trip Rate. In order to estimate traffic for the proposed apartment development, a trip rate was calculated using data and procedures found in the Institute of Transportation Engineers (ITE) "**Trip Generation**" **Manual, Eighth Edition**. A copy of the trip generation worksheet is enclosed for reference as Figure 2. The trip rate for the development was calculated using Single Family Detached Housing land use (ITE Code 210) based upon the proposed 47 sublots.

### **Proposed Development – Single Family Lots (210)**

Based on the trip generation analysis described above, the data below shows the estimated generated traffic during the AM and PM peak hour for the proposed residential development.

## Weekday Peak Hourly Traffic

	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Enter	11	34
Exit	32	20
<b>Totals</b>	<b>43</b>	<b>53</b>

The above data shows that the proposed Single Family Residential Development is expected to generate a total of 43 new trips in the AM peak hour and 53 new trips in the PM peak hour. It is our opinion that the traffic volumes generated by this development are minimal and will have no significant impact on the surrounding street network system.

This opinion is based upon the fact that traffic impact studies are recommended to be performed by the **Institute of Transportation Engineers** whenever the trip generation in any peak hour is greater than 100 trips per hour. This recommendation is made because this is the point where a change in capacity may be found and mitigation may or may not be needed. Since this project does not generate the minimum of 100 trips per hour, we believe the impact is negligible.

The Ohio Department of Transportation also concedes that traffic impact studies are only necessary when the trip generation is more than 100 trips per hour. This is stated in their **State Highway Access Management Manual**.

### **Conclusions**

It is our opinion that the traffic volumes to be generated by the proposed 'Eagle Pointe' RCD Development are minimal and will have no significant impact on the surrounding street network system.

If you have any questions or need additional information, please contact me.

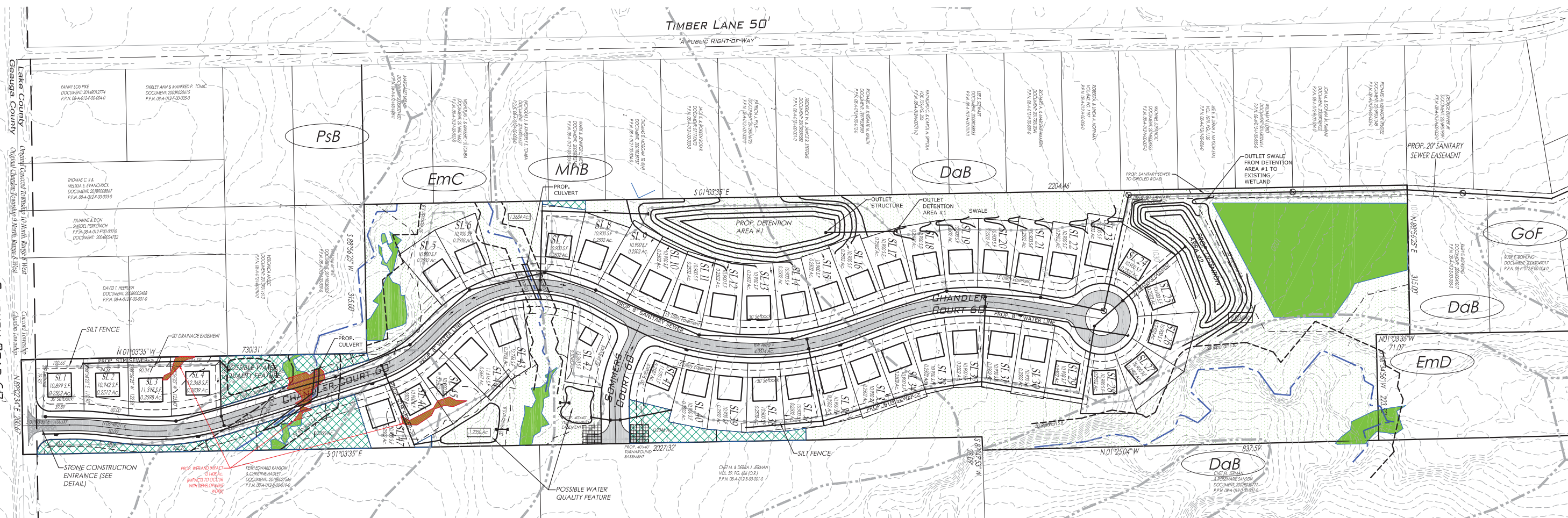
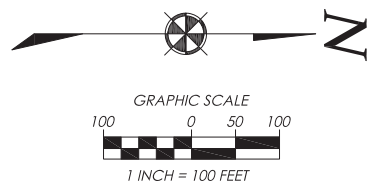
Sincerely,

Polaris Engineering & Surveying, Inc.

Dustin R. Keeney, P.E., CPESC

# Eagle Pointe Preliminary RCD Plan

Situated in the Township of Concord, County of Lake, and State of Ohio,  
and further known as being part of Lot 1, Tract 2, Original Concord Township,  
Being Township Number 10 in the 8th Range of Townships  
in the Connecticut Western Reserve  
March, 2020 Scale 1"=100'



DATE: 3/23/20  
SCALE: HOR. 1"=100'  
VERT. 1"=00'  
FOLDER: Preliminary  
FN: Preliminary  
TAB: 02 - Prelim

**NOTES:**  
-ENTIRE PROJECT AREA AND SURROUNDING PARCELS ARE CURRENTLY ZONED 'R-1' RESIDENTIAL.  
-ENTIRE PROJECT AREA IS CURRENTLY WOODED.  
-EXISTING WOODED AREAS DO NOT APPEAR TO HAVE ANY ENVIRONMENTALLY SENSITIVE AREAS BEYOND THE STREAMS & WETLANDS SHOWN.  
-WATER SUPPLY WILL BE PUBLIC WITH SERVICE FROM PAINESVILLE WATER.  
-SANITARY SERVICE WILL BE PUBLIC WITH SERVICE FROM LCDU.  
-THERE ARE NO KNOWN CEMETERIES, HISTORICAL OR ARCHEOLOGICAL SITE ON THE PROPERTY.

- = OPEN SPACE LESS THAN 1 ACRE
- = 50'x50' BUILDING FOOTPRINT
- = WETLANDS
- = OPEN SPACE
- = 30'x30' BUILDING FOOTPRINT
- = WETLANDS IMPACTS
- = EXISTING STREAM

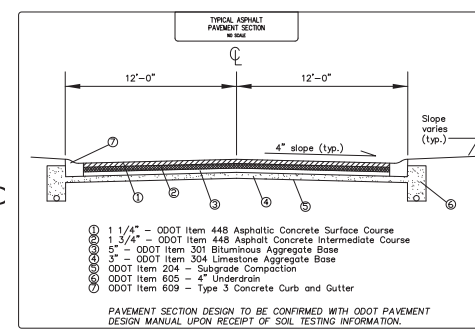
### SITE SUMMARY

TOTAL AREA OF EXISTING AND PROPOSED R/W	= 4.0514 AC.
TOTAL OPEN SPACE	= 12.1270 AC.
TOTAL OPEN SPACE (N/A)	= 1.5232 AC.
TOTAL AREA OF PROPOSED LOTS	= 11.9254 AC.
TOTAL AREA INCLUDING COLBURN ROAD	= 29.6270 AC.

12.1270/29.6270 = 40.9 % OPEN SPACE PROVIDED  
DENSITY INCREASE = 1.11 % (PER SECTION 16.24 CONCORD ZONING CODE)  
1.11 X 43 (# OF YIELD LOTS) = 47 RCD LOTS

### RCD REQUIREMENTS

- MINIMUM PROJECT AREA = 20 ACRES (29.6270 ACRES PROVIDED)
- MINIMUM SETBACK = 30' (PROVIDED ON ALL LOTS)
- MINIMUM SIDEYARD = 10'
- MINIMUM REAR YARD = 30'
- MINIMUM AREA = 10,890 S.F. ~ 0.2500 AC. (PROVIDED ON ALL LOTS)
- MINIMUM LOT WIDTH = VARIED (70 FEET PROVIDED ON ALL LOTS AT SETBACK)



DEVELOPED BY:  
**CONCORD RIDGE DEVELOPMENT, LLC**  
P.O. BOX 1102  
CHARDON, OHIO 44024  
PHONE: 440-487-1220  
CONTACT: RICK SOMMERS

**Figure 1**



**POLARIS ENGINEERING and SURVEYING, INC.**  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 944-3722 (Fax)  
www.polaris-es.com

CONTRACT No.	
19134	
SHEET	OF
02	02



Eagle Pointe Subdivision  
 Summary of Trip Generation Calculation  
 For 47 Dwelling Units of Single Family Detached Housing  
 March 30, 2020

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	11.05	0.00	1.00	519
7-9 AM Peak Hour Enter	0.23	0.00	1.00	11
7-9 AM Peak Hour Exit	0.68	0.00	1.00	32
7-9 AM Peak Hour Total	0.91	0.00	1.00	43
4-6 PM Peak Hour Enter	0.71	0.00	1.00	34
4-6 PM Peak Hour Exit	0.42	0.00	1.00	20
4-6 PM Peak Hour Total	1.13	0.00	1.00	53
Saturday 2-Way Volume	11.00	0.00	1.00	517
Saturday Peak Hour Enter	0.58	0.00	1.00	27
Saturday Peak Hour Exit	0.51	0.00	1.00	24
Saturday Peak Hour Total	1.09	0.00	1.00	51

Note: A zero indicates no data available.  
 The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	$LN(T) = .92LN(X) + 2.71, R^2 = 0.96$
7-9 AM Peak Hr. Total:	$T = .7(X) + 9.74$ $R^2 = 0.89, 0.25$ Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	$LN(T) = .9LN(X) + .51$ $R^2 = 0.91, 0.63$ Enter, 0.37 Exit
AM Gen Pk Hr. Total:	$T = .7(X) + 12.37$ $R^2 = 0.89, 0.26$ Enter, 0.74 Exit
PM Gen Pk Hr. Total:	$LN(T) = .88LN(X) + .62$ $R^2 = 0.91, 0.64$ Enter, 0.36 Exit
Sat. 2-Way Volume:	$LN(T) = .95LN(X) + 2.59, R^2 = 0.92$
Sat. Pk Hr. Total:	$T = .89(X) + 9.56$ $R^2 = 0.91, 0.53$ Enter, 0.47 Exit
Sun. 2-Way Volume:	$T = 8.84(X) + -13.31, R^2 = 0.94$
Sun. Pk Hr. Total:	$LN(T) = .91LN(X) + .35$ $R^2 = 0.87, 0.53$ Enter, 0.47 Exit

Source: Institute of Transportation Engineers  
 Trip Generation, 8th Edition, 2008.

TRIP GENERATION BY MICROTRANS

Figure 2

# **DRAFT**

## DECLARATION OF RESTRICTIVE COVENANTS FOR EAGLE POINTE SUBDIVISION

*KNOW ALL MEN BY THESE PRESENTS*, that:

**WHEREAS**, the undersigned, COLBURN DEVELOPMENT LLC, (hereinafter referred to as “Grantor” or “Declarant”), is the owner of the real property described in Exhibit “A” attached hereto and incorporated by reference; and

**WHEREAS**, Grantor, its successors and assigns, desires to create a maximum of 47 sublots on the property described in Exhibit “A” and “B” attached hereto;

**WHEREAS**, Grantor desires to protect the values of said sublots and dwellings to be constructed thereon to the benefit of prospective owners thereof;

**NOW, THEREFORE**, Declarant, for itself and its successors and assigns, does hereby declare, publish and impose the restrictive covenants hereinafter set forth to and upon the real property known as “EAGLE POINTE ” Subdivision located in the Township of Concord, County of Lake, and State of Ohio, as more fully described in Exhibit “A” attached hereto and made a part hereof.

1. No lot shall be used except for single family residential purposes. No residence shall be erected, altered, placed or be permitted to remain on any lot other than one detached dwelling, not to exceed two stories in height, including an attached private garage, not less than 20 x 20 square feet.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the structure and driveway location have been approved by the Architectural Control Committee (the “Committee” as defined in Section 36 ), as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to adjacent structures, topography and finished grade elevation.

All dwellings shall have customary siding and exterior surface coverings. No metal siding is allowed. Log cabins, geodesic domes, "A" frames and raised ranch type homes are not allowed.

No duplicate residences are allowed within 150' of each other.

3. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved by the Committee and the Declarant. All fences shall be wood, vinyl or ornamental type fence constructed of steel or aluminum. All fences shall be maintained and painted to keep an orderly appearance. No chain link fences of any kind shall be erected on any lot.
4. No building shall be erected nearer to any street than the minimum building set backline of 40 feet (Forty) or as otherwise required by Concord Township. No portion of the lot between the dwelling and the street shall be used for any purpose other than that of a lawn; nothing herein shall be construed as preventing the use of such portion of said lot for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamentations for the purpose of beautifying said lot. No vegetables or grains of ordinary or field variety shall be grown upon such portion thereof. No weeds, underbrush or other unsightly growth shall be permitted to grow in the front or side yards and the cleared rear yard area.
5. Driveways, parking areas and turnarounds shall be of a hard surface finished material, such as asphalt, concrete, brick pavers or similiar materials (no tar and chip or loose stone) and located not less than one foot (1') from any lot line. The hard surface driveway shall be installed within six months of occupancy of the dwelling to be constructed on the lot.
6. Landscaping shall be installed within twelve months (12) of occupancy of the dwelling to be constructed on the lot.
7. No single family residence of one story and one and one half story shall be permitted having less than 1750 square feet of floor space, nor shall any two story building have less than 2,200 square feet of floor area. Said square footage shall be exclusive of open porches, garages, breezeways, enclosed non-heated porches and basement areas. Grantor reserves the right to permit variances from the minimum standards set forth in this paragraph, however all square footages shall comply with Concord Township zoning regulations.
8. All dwellings shall have brick or stone to grade on the front elevation, including returns.
9. All dwellings shall have overhangs on the front, rear and all sides of not less than 12".

10. The minimum allowable pitch on any dwelling or garage to be constructed shall be 5/12. Architectural shingles with a minimum 30 year rating shall be installed on all dwellings.
11. All dwellings to be constructed shall be completed and an occupancy permit granted within 12 months from the start of construction of a dwelling on any subplot within the subdivision.
12. The Purchaser of each lot will be responsible for the filing of the Ohio Environmental Protection Agency Notice of Intent form prior to any earth disturbance on the lot. The purchaser assumes responsibility for storm water control on their lot from the date of transfer of ownership.
13. Any lot sold to or transferred to a non-builder owner shall require Grantor's approval of owner's builder prior to the commencement of any construction.
14. Above ground pools not exceeding 24' diameter and 5' in height are allowed. In ground pools shall be fenced with a minimum fence height of 48" and have locking gates constructed of an approved fence material. No chain link fences or gates are permitted.
15. Clothes lines of any kind or other apparatus for the drying of clothes are prohibited on any lot.
16. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
17. No shed or outbuilding larger than 160 square feet shall be erected on any lot. All permitted outbuildings shall have siding color and roof shingle color to match the dwelling erected on the lot.
18. No animals, livestock or poultry of any kind shall be raised, bred or be kept on any lot. Dogs and cats may be kept on lots subject to such rules as may be adopted by the Association hereinafter established and defined, so long as they are not kept, bred or maintained for commercial purposes. No dog houses or dog kennels shall be erected on any lot. No dog may be left outside of the dwelling overnight. No pet shall be allowed that creates a nuisance.
19. No outdoor supplemental heating apparatus of any kind shall be allowed on any lot. Gas or electric pool heaters are allowed and shall be concealed in a permanent structure.

20. Satellite dishes shall be allowed that are less than 18" in diameter. No satellite dishes are allowed in the front yard area or street side yard area of a corner lot. No radio towers or outdoor antennas are allowed anywhere on the lot, on a dwelling or any approved outbuilding.
21. All mail box posts and boxes shall be uniform. The Declarant and Committee shall approve the post and mail box design and style. All Owners shall use the approved mailbox and post. Mailboxes and posts shall be kept in good appearance and working condition.
22. No gas or oil drilling, exploration, production or storage equipment shall be allowed on the surface of any lot within the Subdivision.
23. No billboard, sign, banner, poster or other advertising sign shall be allowed. One real estate sign per lot shall be permitted not exceeding 24" x 36". The declarant or any approved home builder may erect one "Model Home" sign per lot, not exceeding 48"x 48" while there are vacant lots for sale in the subdivision or until the builder's model home is sold.
24. No outdoor toilets may be placed on any lot. One temporary toilet per lot may be placed during the construction of the initial dwelling on each lot.
25. No business of any kind shall be conducted on any lot; however the Declarant or approved home builders may use a dwelling for a model home or sales office while there are vacant lots for sale in the Subdivision. An Owner may use a portion of his residence for his office or studio, provided that the following conditions are maintained:
  - A. That the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other Owner.
  - B. That such use does not result in walk in traffic to the lot from the general public or from regular business invitees.
  - C. The home use must comply with all local zoning regulations.
26. No nuisances shall occur or continue, nor shall the premises be used in any way, for any purpose, which may endanger the health, or unreasonably disturb the quiet enjoyment of any other Owner within the Subdivision.
27. No campers, recreational vehicles, trailers, motorcycles, or other types of recreational vehicles, commercial vehicles, vehicles over 10,000 pound Gross Vehicle Weight, building equipment or supplies, shall be parked, placed, maintained or stored, either

temporarily or permanently, on any lot or on any roadway in the said subdivision unless the same are stored within an enclosed garage or permitted shed, except that necessary trucks and building equipment may be parked, placed, maintained or stored on any lot during the period of the construction of a house or permitted structure on any lot, or during the period of any necessary repair or maintenance of a house or permitted structure. Recreational vehicles or campers may be parked on a driveway for one twelve hour period per week to allow for loading or unloading. No vehicle of any kind may be parked in a lawn or planting area. Vehicles must be parked on an approved hard surface.

28. No storage container may stay on any lot for a period exceeding five (5) consecutive days or fifteen (15) aggregate days in any calendar year. All Township regulations must be followed and shall supersede this restriction.
29. The Grantor, its successors and assigns, in conjunction with Concord Township and or the Lake County Engineer, reserve the sole and exclusive right to establish and approve grades and slopes on any lots to be conveyed and to fix the grade at which any dwelling or permitted structure shall be erected or placed thereon so that the same conform to the general grading plan. No grade may be changed after the construction of any dwelling or permitted structure without the express written consent of the Grantor, its successors or assigns, and Concord Township or the Lake County Engineer.
30. The Grantor, its successors or assigns, shall have the right to arrange garbage pickup by a single hauler. If the Grantor elects to arrange single hauler rubbish and/or recycling pickup, all Owners shall be required to use the approved provider.
31. No lot shall be subdivided unless the plat showing the subdivision shall have been submitted to the Grantor, its successors or assigns, and the written consent of said Grantor, its successors or assigns, Concord Township and the Lake County Planning Commission to subdivide has been obtained. The Grantor, its successors or assigns have sole approval as to whether such subdivision shall or shall not be permitted, and in the case of the subdivision of said premises, the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained, shall apply to each of the lots to which said premises shall be subdivided. No easement shall be granted without the written consent of the Grantor, its successors or assigns.
32. The Grantor has formed The Eagle Pointe Homeowners' Association, Inc. (hereinafter referred to as the Association), an Ohio non-profit corporation.
33. The Association shall have full responsibility for complete maintenance of the Common Area landscaping, both at the entrances and in the green space areas not otherwise

included within the required Restricted Open Space in accordance with the Concord Township Zoning Resolution..

34. Every record Owner of a fee simple title to any lot in the Subdivision, as a condition of ownership, shall be a member of the Association. As a member, each Owner agrees to abide by the Articles of Incorporation, Code of Regulations and Resolutions of said Association. Upon the sale of each subplot to an Owner (not a builder holding for an Owner or for dwelling for sale), the purchaser shall pay an initial assessment of \$100.00 to the Association through escrow to initially fund the obligations of the Association. Thereafter, the purchaser shall pay an annual fee as determined by the Association as required to fund the duties and obligations of the Association. Grantor shall not be required to pay such assessments for any unsold lots remaining in the Grantor's name.

35. The Association shall have two classes of voting members, as follows:

Class "A"- Class A members shall be Owners, with the exception of the Grantor, and shall be entitled to one voter for each lot owned. When more than one person holds an ownership interest in a given lot, all such persons shall be members, and the vote for each lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class "B"-The Class B member shall be the Grantor, who shall be entitled to exercise ten votes for each lot owned by Grantor. Each lot sold by Grantor, its successors and assigns shall be converted to Class A membership upon title transfer. The Class B membership shall cease upon the transfer of all sublots in the Subdivision.

36. Grantor hereby covenants, for each lot within the development, and each owner is hereby deemed to covenant by acceptance of the Deed for such owner's lot, whether or not it shall be expressed in the Deed, to pay the Association: (1) general assessments; and (2) special assessments. Such assessments shall be made equally against each subplot owned by a Class A member. The amount and frequency of such assessments shall be determined by the majority vote of the Association and shall be an amount necessary to fund operations required of the Association and promote the health, safety, and welfare of the residents of the development.

37. Any association fee or assessment not paid within thirty (30) days after the due date shall be deemed to be in default and shall bear interest from the due date at the rate of twelve (12%) per annum. The Association may bring an action against the owner personally obligated to pay the same, or may foreclose the lien against the lot.

38. General and special Association assessments, together with interest, costs and reasonable attorney fees, occasioned by an owner's delinquency in payment of any assessments as

hereinafter provided, shall be a charge on the land and a continuing lien upon each lot upon which such assessments are made. Each assessment, together with such interest, costs and attorney fees, shall also be a personal obligation of the owner of the lot at the time the assessment falls due, but such personal obligation shall not pass to a successor in title to the lot, unless expressly assumed by each successor.

39. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage on a lot, but shall not be subordinate to any other mortgage lien unless the written consent of the Association to such further subordination is recorded in the Lake County Recorder's Office. A sale or transfer of any lot shall not affect the assessment lien against the lot, provided, however, the sale or transfer of any lot pursuant to foreclosure, or any proceeding in lieu thereof at which the assessment lien is duly recognized as a claim against the sale proceeds, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a lot from liability for any assessments thereafter becoming due or from the lien for such assessment.
40. Declarant hereby establishes an Architectural Control Committee (Committee) consisting of three members, two of whom shall be approved builders appointed by the Declarant and the remaining member shall be the Declarant or a representative duly appointed by the Declarant. The Committee may unanimously designate a representative to act for it. Declarant shall have the sole power to appoint the other committee members as long as Grantor retains ownership to any subplot in the subdivision. At such time as all of the sublots have been sold by the Grantor, Declarant shall no longer retain a position on the Committee. After all lots have been sold and all dwellings to be built have been approved, the Architectural Control Committee shall be turned over to the Homeowner's Association.
41. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 15 business days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.
42. A failure of the Grantor, his successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this Declaration of Restrictions shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further succeeding breach or violation thereof, and the Grantor, its successors and assigns, shall at any and all times, have the right to enforce the same.



43. Until such time as all of the lots within the Eagle Pointe Subdivision have been sold, the Grantor, its successors and assigns, reserve the right to waive, amend, change or cancel any and all of the restrictions contained in this Declaration. **However, in order to preserve the character of the neighborhood in perpetuity, restrictions numbered 1 through 11 and 43 shall not be amended or changed without the approval of the Concord Township Trustees.**

These covenants are to run with the land and shall be binding upon and be for the benefit of the Grantor and all parties and persons claiming under him for a period of thirty (30) years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended successively in increments of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

44. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.
45. Invalidation of any one of these covenants by judgement or a court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
46. In the event of any dispute or enforcement of any covenant arising out of or relating to these restrictions, it is agreed that the exclusive forum for determination of any and all such disputes shall be Lake County Common Pleas Court. Grantor and all owners of lots in the subdivision waive their right to a jury trial. The prevailing party shall be entitled to recover its attorney fees and costs incurred in regard to any dispute or enforcement action.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DECLARANT:

Colburn Development LLC.

\_\_\_\_\_  
Richard A. Sommers, Managing Member

STATE OF OHIO )

SS:

COUNTY OF GEUAGA )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Richard A. Sommers, Managing Member of Colburn Development LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

---

Notary Public

Prepared by: Colburn Development LLC.