

EXHIBIT "B"

DECLARATION OF RESTRICTIONS
FOR
FROSTWOOD FARMS

This declaration of deed restrictions of proposed sublots to be created from the parcels described in Exhibit A attached is made this 8 day of AUGUST, 2003, by Frostwood Farms, LLC whose address is 3787 S. Green Road, Beachwood, Ohio 44122.

WHEREAS, Declarant owns, in fee simple, certain real property situated in the Township of Auburn, County of Geauga, State of Ohio, hereinafter described at the "premises" and described in the attached legal description, Exhibit A.

WHEREAS, Declarant proposes to develop and improve the premises for single family residential purposes under a general plan for development, and desires to establish certain restrictions pursuant to this plan for development with respect to the premises;

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, rights, reservations, limitations and restrictions.

The premises and each building lot shall be used only for private, single-family, residential purposes, and no other purpose whatsoever. Nothing contained herein shall be construed to prohibit the use of portions of the premises for street or utility purposes. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted, or maintained on the premises. No dwelling or other building shall be constructed upon the premises unless the building plans, plot plan and specifications (including the exterior color of any such improvement) shall have been approved in writing by the Declarant. The Declarant shall consider in approving or disapproving, but need not be limited to, such factors as harmony and conformity of design with existing structures in the subdivision and location and adaptability with respect to established elevations, topography, lot lines and nature features. All dwellings shall meet the following minimum restrictions:

LAWYERS TITLE INS. CORP.
CH - 884766

1. No building, other than one (1) 2,300 square foot minimum single-family residence, shall be erected on any building lot. The building area shall be exclusive of garages, breezeways, basements and porches. An accessory building is permitted on any lot to accompany a swimming pool or tennis court as long as it is compatible in design to the residence and is located in the rear yard. Any above ground pools or satellite dishes shall be concealed from the roadway and other building lots by hedges, latticework or other screening. Written approval shall be required by Declarant prior to construction of any pool, tennis court or accessory building. All approved accessory buildings must be permanent structures.
2. No log cabins, domes, or similarly styled homes shall be permitted.
3. No modular or manufactured homes shall be permitted.
4. Each dwelling shall have at least a two-car garage with a minimum of 22 x 22 exterior dimensions, having an entry that is not visible from the road. Garages shall have garage doors and concrete floor.
5. All driveways shall be composed of concrete, asphalt or paving brick, and all concrete drives shall have a minimum thickness of no less than four inches (4"), and all driveways shall be installed over an adequately compacted gravel base. All driveways must be completed within twelve (12) months of occupancy.
6. All dwellings and drive culverts shall be fully landscaped within six (6) months of occupancy. Prior approval by Declarant shall be required for the clearing or removal of any living trees with a diameter of five inches (5") or more located between the street right-of-way and the recorded building set-back line, except when necessary to construct walks or driveways.
7. Glass block or similar materials shall not be permitted as an exterior material except basement windows on the rear or the side. No concrete block shall be visible on any elevation.

8. Exposed portions of the foundation shall be of brick, stone or stucco.
9. All materials used for exterior siding shall be subject to approval of Declarant with regard to size, color and method of application.
10. Roofs shall be of slate, wood shingles, asphalt or fiberglass shingles, or metal.
11. The roofs of any building shall have a minimum pitch of six (6) to twelve (12). Declarant reserves the right to approve roofs of a lesser pitch.
12. All chimneys shall be brick, stone or stucco.
13. No fences, other than those used in decorative landscaping, shall be placed in the front or side yards. Chain link and similar style fencing shall be permitted in the rear yard behind the house, at least fifty (50) feet off any property line to enclose a pool or tennis court. Such fence must be approved in writing by the Declarant in advance of installation. The Declarant reserves the right to disapprove fencing which is deemed to be a nuisance at its sole discretion.
14. No swing set, playhouse or other playground equipment shall be installed in front or side yards.
15. Building plans, elevations, color and description of all exterior materials and building setback line of all structures shall be subject to prior written approval before construction can begin. Materials used on the front elevation cannot terminate at the front corners of the house. They must be carried around to the side elevations.
16. No industry, business, trade, occupation or profession of any kind, whether it be commercial, religious, charitable, educational, or otherwise, whether or not organized for profit, shall be conducted, maintained or permitted on any portion of any building lot excepting the possibility of home offices for not more than two (2) employees.

17. No signs, billboards, or advertising device shall be erected, placed or situated to remain upon any building lot except "for sale" signs and security signs not to exceed 1.5 square feet.
18. All dwelling and other structures shall be serviced by underground electric, telephone and television facilities. No building lot shall be serviced by overhead electrical poles and wires. No exterior satellite dishes shall be permitted excepting twenty inch (20") or smaller dish-style screened from sight of adjacent lots.
19. No boat, trailer, airplane, junk car, unlicensed vehicle or recreational vehicle shall be parked on any part of a subplot, except that a boat, truck, trailer or recreational vehicle may be parked on the driveway for the limited purpose of loading or unloading the same, and a boat, truck, trailer, unlicensed vehicle or recreational vehicle may be parked inside the garage of any residence.
20. 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 so as to create a nuisance. Dogs must be restrained by use of invisible-type fencing.
21. No vegetables or grains shall be grown upon the premises for commercial purposes.
22. Custom mailboxes and newspaper tubes are also subject to architectural approval by Declarant and the U.S. Post Office.
23. No clothes line or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any building lot, unless totally screened from both the roadway and neighboring lots.
24. Each owner shall be responsible to make all repairs and replacements necessary for the purpose of keeping and maintaining such owner's residence and subplot in a clean and safe condition, in good order and repair, attractive looking and neat, and in accordance with

all applicable building, health, fire codes, rules and regulations and this Declaration. Each subplot owner shall maintain roadway berms and, in working order, storm water detention basins, retention basins and all drainage swales, including rear yard and side yard swales, located on each owner's respective subplot. The cost of such maintenance shall be the sole responsibility and obligation of the owner of each such subplot, and if the Declarant shall deem it necessary to undertake and/or shall incur any expense for maintenance specified herein, in that event, the Declarant shall be reimbursed by the respective subplot owner for any cost or expense of the Declarant, and the Declarant shall have all rights and remedies to collect and recover any such cost or expense. Maintenance shall include maintaining a vegetative cover to minimize soil erosion, keeping the pipe and earthen spillways free of debris and protecting the outlets from erosion. The storm water detention basins, retention basins and swales shall not be removed or modified without the prior written consent of the Geauga Soil and Water Conservation District. The owners of the respective subplots on which the storm water detention basins, retention basins and swales are located shall permit access to the storm water detention basins, retention basins and swales at reasonable times for regular inspection by the Geauga Soil and Water Conservation District, or its authorized representative, to ensure that the basins and swales are maintained in proper working condition.

25. No obnoxious or offensive activities shall be carried on or maintained on any portion of any subplot (including the easement areas), nor shall anything be done thereon which may be or become a nuisance or annoyance to the occupants of other residences. No tent, trailer, shack, barn or any out-building, nor any form of living quarters of a temporary nature shall be placed or permitted to remain on any subplot, except as specifically provided herein.
26. Declarant requires a One Thousand Dollar (\$1,000.00) bond be posted either by the builder or lot owner one (1) week prior to commencement of construction for the purposes of maintenance and/or repair of the road surface, berm and right-of-way affected by construction equipment. The bond shall be released upon obtaining an occupancy permit and final topping of driveway.

27. 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.
28. 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.
29. The following definitions, provisions and obligations apply to all owners, their successors and assigns:
- a) "CONSERVATION AREAS". All land within the area of the site plan or recorded plats for the Frostwood Farms subdivision designated "Conservation Areas" and located on various Blocks and sublots. The Conservation Areas were created by the Declarant granting to Ohio Stream Preservation, Inc. ("OSP"), an Ohio nonprofit company, an interest in the real estate by the means of a Grant of Conservation Easement upon the land. Pursuant to this Conservation Easement, OSP is charged by federal and state law to ensure the preservation of the Preserve.
 - b) "CONSERVATION EASEMENT". The easement agreement entitled Grant of Conservation Easement between Ohio Stream Preservation, Inc., and the Declarant, its successors and assigns, attached hereto as Exhibit B and made a part of this Declaration and duly recorded in the office of the Recorder in and for Geauga County, Ohio.
 - c) "OHIO STREAM PRESERVATION, INC.". The non-profit corporation, hereafter referred to as OSP, responsible for the preservation and protection of the Conservation Area, as detailed in the Conservation Easement attached hereto and incorporated into this Declaration. The address at the time of this recordation is P.O. Box 23835, Chagrin Falls, Ohio, 44023-0835.
 - d) "STEWARDSHIP ASSESSMENTS". The assessments levied against the Declarant and all owners of Frostwood Farms subdivision to fund the protection, in perpetuity, of the conservation areas.

30. A Point-of-Sale Stewardship Assessment of 0.0025 (0.25%) multiplied by the sales price of the Sublot and structure ("Unit") together or the Sublot (if transferred without a structure), shall be placed upon each of the Sublots within Frostwood Farms subdivision, and collected upon transfer of title, and each subsequent transfer of title, from the Seller, in perpetuity. These payments shall be the personal obligation of the Seller, collected by the representative title company, if applicable, at the time of closing and payment made to OSP. Nonpayments may, upon the filing of an affidavit, signed by the Executive Director of Ohio Stream Preservation, Inc. stating the nonpayment, become a lien on the Sublot.
31. If any owner shall fail to pay an Assessment levied in accordance with this Declaration when due and such Assessment is delinquent, OSP may authorize the perfection of a lien on the ownership interest of the delinquent and/or violating owner by filing for record with the office of the Recorder in and for Geauga County, Ohio, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:
- a) The name of the delinquent Owner;
 - b) A description of the Ownership Interest of the delinquent Owner;
 - c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection;
 - d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Said lien shall remain for a period of ten (10) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the ten (10) year period referred to above. A lien perfected under this provision shall take priority over any lien or encumbrance subsequently arising or created except for liens for real estate taxes and Assessments and liens of bona fide mortgages which have been heretofore filed for record.

32. Conservation areas exist on subplot numbers 1,2,3,12,13,14,15,22. All Frostwood Farms subdivision lot owners are hereby notified that if a conservation area exists on their lot, provisions and obligations for the perpetual protection of the conservation area are documented in the Conservation Easement, duly recorded in the office of the Recorder in and for Geauga County, Ohio, and attached hereto as Exhibit B.
33. Should there be existing conveyance channels across any subplot in the Frostwood Farms subdivision, Owners of these sublots shall maintain these channels so as not to impede the flow of water across these lots. Any driveway culverts installed across these channels shall be adequately sized to accommodate the continuing flow of water. The Geauga Soil and Water Conservation District shall have the right of entry for inspection. Maintenance

shall include mowing, periodic removal of damaging vegetation and excessive sediment, and overall general upkeep to allow the channel to operate as intended.

Storm water detention structures shall be erected on subplot 10 by the developer, and the owners of this subplot shall be required to maintain the structure. The Geauga Soil and Water Conservation District shall have the right of entry for inspection. Under no circumstances, unless approved by the Geauga Soil and Water Conservation District, shall the detention structures be altered in any way. Maintenance shall include mowing, periodic removal of damaging vegetation, annual removal of sediment and debris from the detention structures' forebays, and overall general upkeep to allow the structures to operate as intended. Subsequent to initial construction, the detention basins are to remain in their original configurations. Access to the structures are to be maintained by the owners.

34. Any group of 25 or more homeowners within the Frostwood Farms subdivision shall have the right to maintain landscaping and fencing installed by the developer on either side of the entranceway to the subdivision. An easement shall be granted to the homeowners for purposes of maintaining the entranceway. This easement shall be located within a one hundred-foot (100') radius of the intersection of the right-of-ways of Frostwood Drive and State Route 44. The owners of these lots shall not remove any landscaping planted by the developer or the group of homeowners within this area, nor shall they remove any fencing.
35. In the event of a breach, or attempted or threatened breach by any owner of a building lot of any of the terms, covenants and conditions hereof, any one or all of the owners of any building lots or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or such other available legal and equitable remedies from the consequences of such breach, except that no owner of a building lot may terminate this agreement 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 or the Declarant. All costs and expenses (including attorneys' 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 real estate or the interest of such defaulting owners 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 Geauga County, Ohio. The remedies of any one or all such owners of building lots or of the Declarant 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.

36. The provisions of this Declaration may be modified or amended in whole or in part, except for those provisions that reference Ohio Stream Preservation, Inc., its successors and assigns, the conservation easement, conservation areas, and assessments that are required to protect, in perpetuity, the conservation areas, only with the consent of the owners of a majority of the building lots, by declaration, in writing, executed and acknowledged by the owners of a majority of said building lots, duly recorded in the office of the Recorder in and for Geauga County, Ohio. So long as Declarant is the owner of any of the building lots in Frostwood Farms subdivision, no modification or amendment, in whole or in part, to the provisions of this Declaration may be made without the written consent of Declarant. So long as Declarant is the owner of any of the building in Frostwood Farms subdivision, Declarant reserves the right to modify or waive any or all of aforesaid restrictions as to any individual building lot or as to all building lots as the Declarant, in its sole discretion, deems advisable, except for those provisions that reference Ohio Stream Preservation, Inc., its successors and assigns, the conservation easement, conservation areas, and assessments that are required to protect, in perpetuity, the conservation easement areas.
37. This Declaration shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the office of the Recorder of Geauga County, Ohio, and for twenty (20) years thereafter, and shall be automatically extended for successive five (5) year periods thereafter, unless on or before expiration of one (1) such

extension period the owners of a majority of the building lots shall, by written instrument, declare a termination of the same. Notwithstanding the foregoing, the provisions and obligations of and for the conservation easement, conservation areas, and assessments shall remain binding in perpetuity.

38. The easements, covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration shall be deemed to be 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.
39. Should any improvements be altered, built, constructed, demolished, enhanced, erected, improved, placed or maintained upon, reconstructed or removed from or upon the subdivision, or should the use thereof be modified in any way from the use originally approved by the Declarant as provided in this Declaration, such act shall be deemed to be a violation of this Declaration. Any party committing any of the aforesaid acts in contravention of this Declaration shall, immediately upon receipt of written notice of such violation from the Declarant, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Declaration fail to immediately take such remedial action as aforesaid, then and in such event, the Declarant shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedy shall be deemed to be non-exclusive, to do any of the following:
 - A. The Declarant shall have the right to cause its agents and employees to enter upon the common areas for the purpose of summarily abating any such use and/or removing any such building or structure.

- B. The Declarant shall have the right to apply to a court having jurisdiction over the subdivision and have the right to obtain any injunction for the purpose of abating any such use and/or removing any such building or structure wherever located in the subdivision.
- C. The Declarant shall be entitled to the full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Declaration, of any costs, damages and expenses (including attorneys' fees) incurred for the purpose of remedying any such condition of default.

IN WITNESS WHEREOF, Declarant, Frostwood Farms, LLC, by H. David Howe, Jr., Co-General Manager, has duly executed this Declaration the day and year first above written.

Signed in the presence of:

Frostwood Farms, LLC

Date: August 8, 2003

By H. David Howe, Jr.
H. David Howe, Jr., Co-General Manager

Date: 8 AUGUST 2003

State of Ohio)
)ss.
County of Geauga)

BEFORE ME, a notary public, in and for the said county and state, personally appeared the above named H. David Howe, Jr., Co-General Manager, who did acknowledge that he did sign the foregoing instrument and that the same is the free act and deed, individually, and the free act and deed of Frostwood Farms, LLC for the purpose therein expressed.

IN WITNESS WHEREOF, I have here onto set my hand and affixed my official seal at Chardon, Ohio, this 8th. day of August, 2003.

Debra Mack
Notary Public

DEBRA MACK, Notary Public
State of Ohio-Geauga County
My Comm. Exp. Jan. 17, 2005

EXHIBIT A

Situated in the Township of Auburn, County of Geauga, and State of Ohio:

And known as being Lot No. 43 in Tract No. 3 in said Auburn Township, bounded as follows:

On the North by Lot No. 42 in said Tract;

On the East by the highway;

On the south by Lot No. 44 in said Tract;

And on the West by Lot No. 38 in said Tract, containing 93.40 acres of land, excepting therefrom 5 acres as conveyed to the City of Akron, by deed recorded in Volume 460, Page 419, of Geauga County Records of Deeds, be the same more or less, but subject to all legal highways.

REAL PROPERTY TRANSFER TAX

NO TRANSFERRED AND PAID

NECESSARY

AUG 08 2003

Fee \$ 5.00
Tracy A. Jemison, County Auditor

By: Robert A. Kelen

FROSTWOOD FARMS SUBDIVISION PHASE 1

Situated in the Township of Auburn, County of Geauga and State of Ohio and known as being part of Tract 3 and Original Lot 43 and containing 23.7254 acres of land, being part of the land as conveyed to Frostwood Farms, LLC in the deed recorded in Volume _____ Page _____ of the Geauga County Deed Records.

EXHIBIT A

Prepared for: Frostwood Farms, LLC
204 Sandalwood Dr., Box 188
Blowing Rock, NC 28605-0188

Contact: Mr. H. David Howe, Jr.
Phone: (216) 292-5897

SURVEYOR'S CERTIFICATION

I do hereby certify that I have surveyed the premises and prepared the attached plat in accordance with the provisions of Chapter 4733-37 of the Ohio Administrative Code and the dimensions of the lots and roads are in feet and decimal parts thereof, all of which are correct to the best of my knowledge and belief. True measurements or plans as indicated hereon shall be set in place before final inspection and acceptance by the Geauga County Engineer.

Donald F. Shady, Professional Surveyor #7949

Date

Seal

UTILITY EASEMENT:

The undersigned owner, Frostwood Farms, LLC, the owner of the within plat land do hereby grant unto Ohio Edison, Great National Gas Company, Alltel Corporation and Classic Communications, all Ohio corporations, their successors and assigns (herein referred to as the grantees) a permanent right-of-way and easement (herein referred to as the easement) over and through all lands shown hereon and parallel and contiguous to all road lines to construct, place, operate, maintain, repair, reconstruct or relocate such above ground and underground electric, gas and communication cables, ducts, conduits, pipes, gas pipelines, services or other surface installed transformers and pole/ducts, conduits, pipes, and other facilities on any deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals; for public and private use at such locations as the grantees may determine upon, within and across the easement boundaries. Said easement rights shall include the right without liability hereafter to remove trees and landscaping including those within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric, gas and communication facilities, the right to install, repair, augment and maintain service cables and pipe lines outside the above described easement premises and with the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of the right-of-way and easement grant.

In witness whereof the undersigned hereunto set their hand this _____ day of _____, 20_____. (Note: This language may be subject to modification if additional easements are provided along or between said lines)

FROSTWOOD FARMS, LLC

H. David Howe, Jr., Co-General Manager _____, Witness
_____, Witness

STATE OF _____ } S.S.
COUNTY OF _____

Before me, a notary public in and for said county and state, personally appeared the above named H. David Howe, Jr., Co-General Manager, who acknowledged that he did sign the foregoing instrument and that the same is his true act and deed and the true act and deed of Frostwood Farms, LLC for the purposes therein expressed. In witness whereof I have

hereunto set my hand and affixed my official seal at _____, this _____ day of _____, 20_____.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____
(print name)

UTILITY EASEMENT ACCEPTED BY:

Ohio Edison _____ Alltel Corporation _____
Great National Gas _____ Classic Communications _____
(print name) _____
Alltel Corporation _____
Classic Communications _____
Great National Gas Company _____
Classic Communications _____

ACCEPTANCE AND DEDICATION:

The undersigned owner, Frostwood Farms, LLC, of the land shown hereon, hereby certify that this plat correctly represents Frostwood Farms Subdivision Phase I, a subdivision containing Sublots 1 through 8 both inclusive, and do hereby accept this plat of same. The undersigned further agrees that any use or improvements made on this land shall be made in accordance with all existing valid zoning, platting, health or other local rules and regulations for the benefit of themselves and all other subsequent owners or assigns taking title from, under or through the undersigned. Easements are reserved where indicated on the plat for public utility purposes above and beneath the surface of the ground. In witness whereof the undersigned hereunto set his hand this _____ day of _____, 20_____.

FROSTWOOD FARMS, LLC

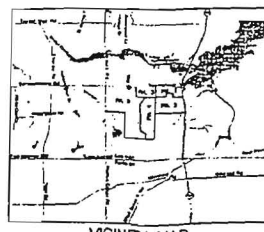
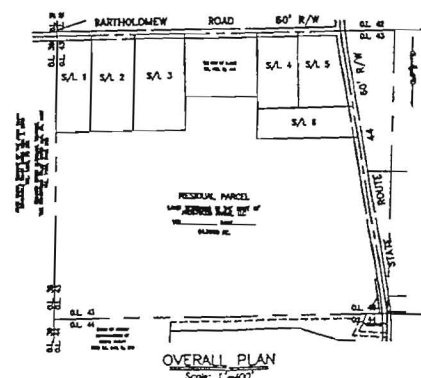
H. David Howe, Jr., Co-General Manager _____, Witness
_____, Witness

STATE OF _____ } S.S.
COUNTY OF _____

Before me, a notary public in and for said county and state, personally appeared the above named H. David Howe, Jr., Co-General Manager, who acknowledged that he did sign the foregoing instrument and that the same is his true act and deed and the true act and deed of Frostwood Farms, LLC for the purposes therein expressed. In witness whereof I have

hereunto set my hand and affixed my official seal at _____, this _____ day of _____, 20_____.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____
(print name)



APPROVALS

Approved as to legal form this _____ day of _____, 20_____.

David P. Joplin, Geauga County Prosecutor

Approved this _____ day of _____, 20_____.

Eugene T. McKee, Jr., Chairman, Geauga County Planning Commission

This plat has been reviewed and meets the minimum standards for boundary surveys codified in Chapter 4733-37 of the Ohio Administrative Code.

This _____ day of _____, 20_____.

Robert L. Phillips, Geauga County Engineer

Approved this _____ day of _____, 20_____.

William Ruppel, Geauga County Commissioner

William Young, Geauga County Commissioner

Neil Harshbarger, Geauga County Commissioner

Transferred this _____ day of _____, 20_____.

Tracy Johnston, Geauga County Auditor

Filed for record this _____ day of _____, 20_____ at _____.

Recorded this _____ day of _____, 20_____ in plat book

volume _____ page _____.

Mary Margaret McElhin, Geauga County Recorder

ZONING STATEMENT

This plat complies with the applicable Auburn Township Zoning Resolution.

This _____ day of _____, 20_____.

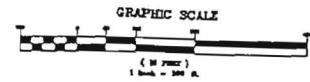
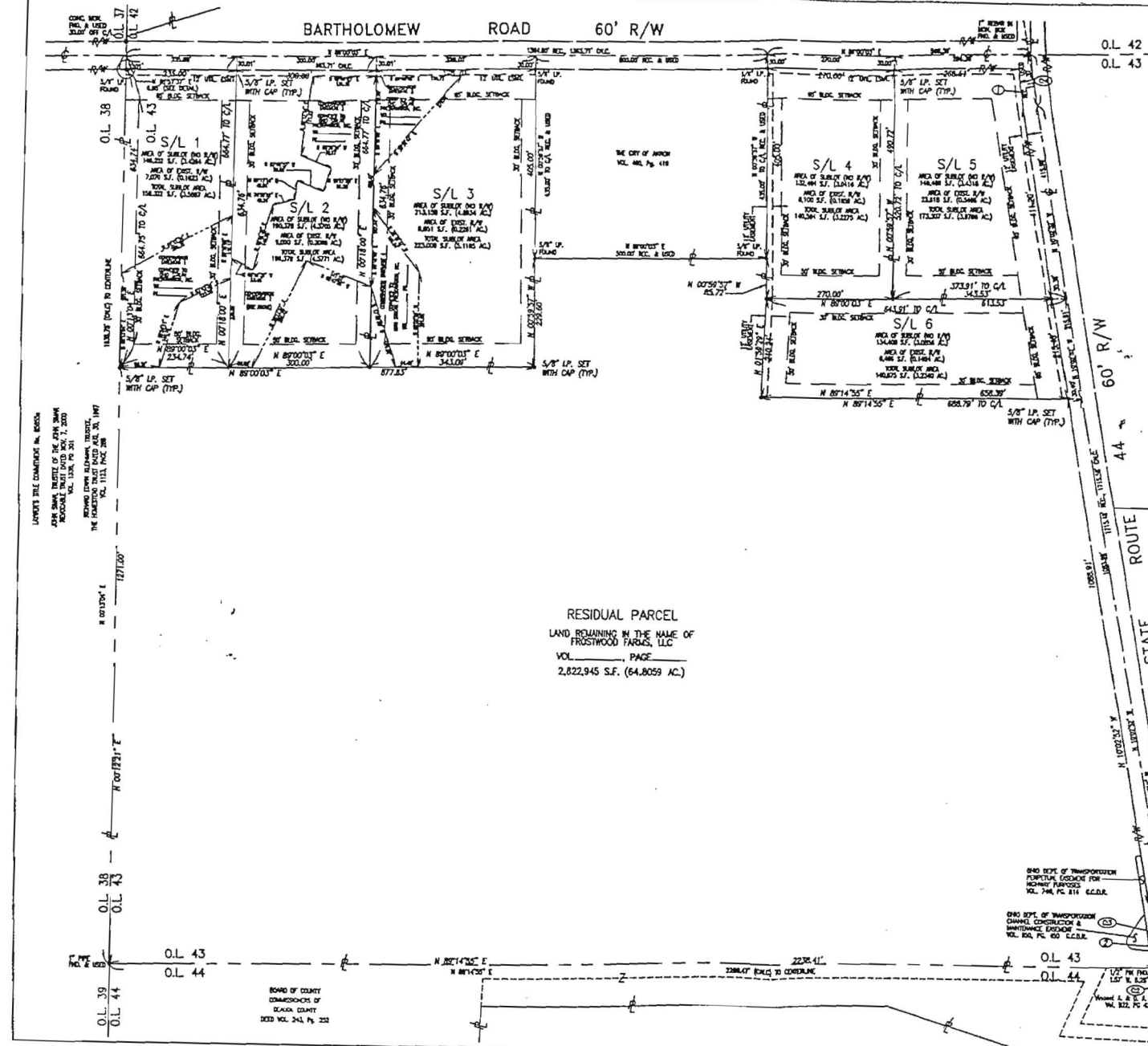
Frank Kline, Auburn Township Zoning Inspector

COVENANTS & RESTRICTIONS

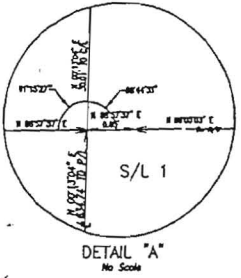
The Declarations of Covenants and Restrictions for Frostwood Farms

Subdivision Phase I is recorded in Volume _____ Page _____ of Geauga County Records.

CHAGRIN VALLEY ENGINEERING, LTD.
2000 POWER ROAD, SUITE 8
CLEVELAND, OHIO 44114
TEL (216) 435-1100
FAX (216) 435-1101



PREPARED BY
**CHAGRIN VALLEY
 ENGINEERING, LTD.**
 22800 POWERS ROAD, SUITE 800
 CLEVELAND, OHIO 44146
 July 18, 2003
 Revised August 6, 2003
 C/E Project No. 02259



**FINAL PLAT
 OF
 FROSTWOOD FARMS
 SUBDIVISION PHASE 1**
 LOCATED IN THE TOWNSHIP OF ALBURN, COUNTY OF GEauga, AND STATE
 OF OHIO AND BEING PART OF ORIGINAL ALBURN TOWNSHIP LOT NO. 43.

SURVEY LEGEND

- IRON PIN FOUND
- WORK BOX FOUND
- 5/8" IRON PIN SET

CURVE	ARC	CHORD	BEARING
C1	1431.24'	117.74'	N 04°25'30" W
C2	1431.24'	87.33'	N 07°35'17" W
C3	1431.24'	87.33'	N 07°35'17" W
C4	1145.87'	87.33'	N 07°35'17" W

CURVE	ARC	CHORD	BEARING
1	1175.84'	87.33'	N 07°35'17" W
2	1431.24'	87.33'	N 07°35'17" W

SUBDIVISION TABLE - PHASE 1:

TOTAL NUMBER OF SUBLOTS: 6
 TOTAL AREA IN SUBLOTS: 23,725 AC.
 TOTAL AREA IN SUBDIVISION: 23,725 AC.