



Zoning & Subdivision Committee

Thursday, January 11, 2018

12:30 pm

- Minutes from last meeting of December 14, 2017
 1. Zoning and Subdivision Committee appointments 2018.
 2. Review of Allen Township Parcel Amendment from M-1 to B-3 (Union County) – Staff Report by Brad Bodenmiller
 3. Review of Jerome Township Parcel Amendment from RU to PD (Union County) – Staff Report by Brad Bodenmiller

Members:

Tyler Bumbalough – City of Urbana Engineer

Scott Coleman – Logan County Engineer

Weston R. Dodds – City of Bellefontaine Code Enforcement

Chad Flowers – City of Marysville Planning

Charles Hall – Union County Commissioner

Steve McCall – Champaign County Engineer

Bill Narducci – Union County Engineer's Office

Vince Papsidero – City of Dublin Planning Director

Tom Scheiderer – Jefferson & Zane Township Zoning Inspector

Jeff Stauch – Union County Engineer

Robert A. Yoder – North Lewisburg Administrator

Dave Gulden – LUC

Heather Martin – LUC

Brad Bodenmiller – LUC



Staff Report – Allen Township Zoning Amendment

Jurisdiction:	<p>Allen Township Zoning Commission c/o Charlotte Blumenschein, Chairman 16945 Allen Center Road Marysville, OH 43040 (937) 642-9551</p>
Applicant:	<p>Pilot Travel Centers LLC c/o Brad Alsup 5508 Lonas Road Knoxville, TN 37909 (865) 474-2417</p>
Request:	<p>The Zoning Commission received an application to rezone 14.10 acres of a 48.97 acre parcel. The proposal would rezone the 14.10 acres from Light Manufacturing (M-1) to Heavy Retail/Wholesale District (B-3).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> • 0300030030000 <p>Total acreage:</p> <ul style="list-style-type: none"> • 48.97 acres <p>Acreage proposed to be rezoned:</p> <ul style="list-style-type: none"> • 14.10 acres of the 48.97 acre parcel <p>Existing use:</p> <ul style="list-style-type: none"> • Agriculture <p>Proposed use:</p> <ul style="list-style-type: none"> • Travel Center
Location:	<p>The 14.10 acres is in the western third of the 48.97 acres. It fronts Stokes Road and is bounded by US 33 to its north.</p>

Staff Analysis:	<p>The Allen Township Comprehensive Plan was created in 2004, plans for a 20-year timeline, and is a guide for future land use decisions; it recommends how the area should develop/redevelop. The Plan includes a Future Land Use Map and checklist to guide rezoning decisions (Plan, pp. 4.1).</p> <p>Future Land Use Map. For the most part, the Future Land Use Map shows Commercial on the north half of US 33. One reason for this</p>
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Staff Report – Allen Township Zoning Amendment

may be the road capacity of Northwest Parkway. On the south half of US 33, a large cluster of Manufacturing and a small area of Commercial is planned at the Stokes Road interchange.

The Future Land Use Map shows this specific parcel as Manufacturing, not Commercial. This may be due in part to the distance from the interchange and the unusual intersection on Stokes Road.

Vicinity Land Uses & Zoning.

Land uses south of US 33 include manufacturing, agriculture, vacant land, woodlands, and single-family residential dwellings. There are several single-family dwellings south of Stokes Road; most of the houses front W. Darby Road/Twp 167.

The zoning districts on each side of US 33 differ in intensity. South of US 33, the uses are lighter: Rural District U-1, Professional Services B-1, and Light Manufacturing M-1. Permitted uses might be described as office-oriented and industrial establishments that are quiet and free of objectionable elements, operate within enclosed structures, and generate little traffic (Zoning Resolution, Article II). North of US 33, the uses are heavier: Heavy Retail/Wholesale District B-3, Light Manufacturing M-1, Special Limited Industrial District I-1. Permitted uses are described as generating medium to heavy traffic volume (Zoning Resolution, Article II).

Unintended Consequences.

Rezoning the property may have unintended consequences. Rezoning does not authorize a single use; it authorizes the variety of uses permitted by the district—auto dealer sales, truck and tractor repair, hotel/motel, body shop, etc. The application does not describe travel center, but travel centers typically include a mix of uses; rezoning to PUD may make more sense to ensure the maximum input from the public, Zoning Commission, and other local government agencies.

There is also the question of how the acreage behind the travel center—as depicted—would be accessed. If the proposal is to split the property, how is access planned for the remaining portion of the parcel? Is the proposed access compliant with the Township's zoning regulations? As



Staff Report – Allen Township Zoning Amendment

	<p>depicted and described, the back portion of the property lacks road frontage.</p> <p>Further Study. The US 33 interchanges in the Township involve industries critical to the regional economy, industries with an employment multiplier. This area is already planned, but a study—separate from this application—could look at both interchanges and the Northwest Parkway corridor. The plan might include a vision statement, land use and infrastructure considerations, potential impacts from the availability of fiber, and an economic study. This could be used as a basis for future rezoning decisions.</p>
<p>Staff Recommendations:</p>	<p>Staff recommends <i>DENIAL</i> of the proposed zoning amendment because it is contrary to the Township’s Future Land Use Plan.</p>
<p>Z&S Committee Recommendations:</p>	



Zoning Parcel Amendment Checklist

Date: November 17, 2017 Township: Allen

Amendment Title: Pilot Flying J Travel Center

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

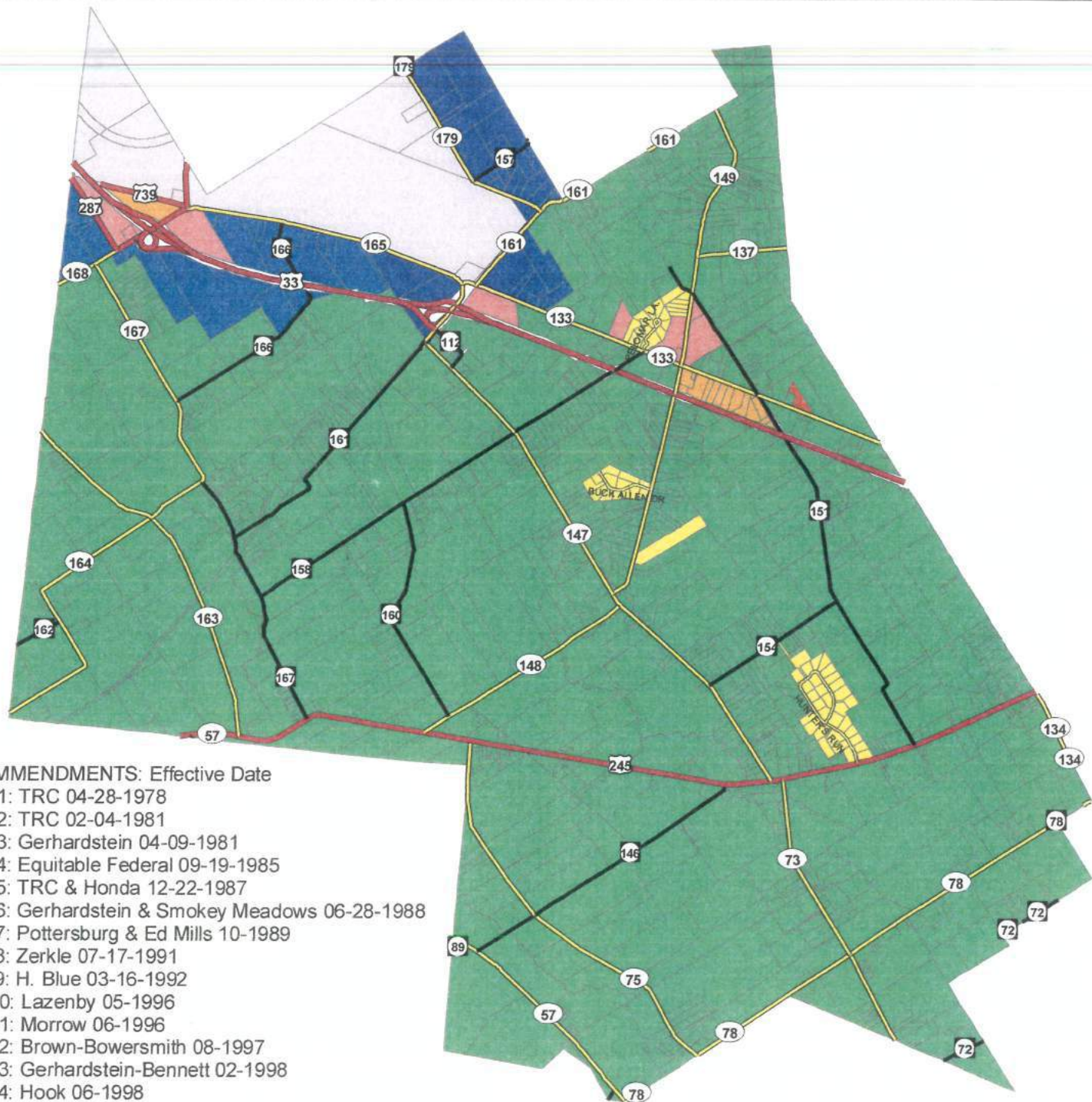
To: Logan-Union-Champaign Regional Planning Commission
From: Allen Township Zoning Commission
Date: November 17, 2017
Re: Rezoning Parcel

The Allen Township Zoning Commission will hold a public hearing concerning the zoning parcel application to change a parcel of land from M-1 Light Manufacturing District to B-3 Heavy Retail/Wholesale District on Thursday, December 14, 2017 at 7:00 p.m. at the Allen Township Community Building, 16945 Allen Center Road, Marysville, Ohio 43040.

The property, consisting of 48.9 acres, is located on Stokes Road. The current zoning is M-1 Light Manufacturing District which includes light manufacturing and related offices, printing and publishing, storage facilities, wholesale and warehousing or food processing facilities or industrial establishments which are quiet and free of hazardous or objectionable elements. The B-3 Heavy Retail/Wholesale District is for specific types of businesses which require a highway orientation or large tracts of land, and prohibits residential development. The applicant requests a change to B-3 Heavy Retail/Wholesale for the purpose of selling 14+ acres to the Pilot Flying J. Information pertinent to this application is available at the Allen Township Community Building during business hours.

The recommendation will be submitted to the Allen Township Trustees for their action after the conclusion of the hearing.

Allen Township Zoning Commission
Charlotte Blumenschein, Chairman
Allen Township Community Building
16945 Allen Center Road
Marysville, Ohio 43040
(937) 642-9551



AMMENDMENTS: Effective Date

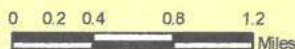
- # 1: TRC 04-28-1978
- # 2: TRC 02-04-1981
- # 3: Gerhardstein 04-09-1981
- # 4: Equitable Federal 09-19-1985
- # 5: TRC & Honda 12-22-1987
- # 6: Gerhardstein & Smokey Meadows 06-28-1988
- # 7: Pottersburg & Ed Mills 10-1989
- # 8: Zerkle 07-17-1991
- # 9: H. Blue 03-16-1992
- #10: Lazenby 05-1996
- #11: Morrow 06-1996
- #12: Brown-Bowersmith 08-1997
- #13: Gerhardstein-Bennett 02-1998
- #14: Hook 06-1998
- #15: Honda Trading -Adams 12-1998
- #16: Allen Twp. 03-1999
- #17: Allen Twp. 10-1999
- #18: Flower Trust 02-2001
- #19: Fries 03-2001
- #20: Ramsey 04-2001
- #21: Fries 12-2001
- #22: Isaac 08-2003

- Zoning**
- U-1: Rural
 - R-1: Low Density Res.
 - B-1: Service Business Dist.
 - B-2
 - B-3

- M-1: Light Manuf. Dist.
- M-2: Heavy Manuf. Dist.
- I-1: Special Limited Ind.

- Roads**
- Township Road
 - Township Highway
 - County Highway
 - State/US Highway

**Allen Township
Union County**



Based on Official Zoning map
Date:
Created on: September, 2004
Revised:



9676 Foundary St.
PO Box 219
East Liberty, OH 43319
Phone: (937) 666-3431
Fax: (937) 666-6203
E-mail: luc-rpc@rrohio.com

Section 252 Heavy Retail/Wholesale District (B-3)

The purpose of the heavy retail district is to provide land for auto dealer sales, service and repair businesses such as plumbing, wholesale hardware supply, electric supply, lumber, building supply, service station, body shop, implement dealer, horticultural nursery, wholesalers, warehouse, trucking contractor, truck and tractor repair, veterinary clinic, kennels, animal boarding, construction/contractors, and hotel/motel with or without eating establishments, which require a highway orientation or large tracts of land. Residential development is prohibited. (See Official Schedule of District Regulations for Permitted Uses). B-3 uses may not be contiguous to an R-1 district, unless a Twenty-five (25)-foot wide buffer zone is provided. Group or central water and sewer facilities may be required.

Conditional Uses: Permitted uses in B-1 and B-2

Some determining factors may be:

- A. Medium noise level.
- B. Moderate to heavy traffic volume.

Objectionable uses for this district are fireworks manufacture or sales, and junk yards.

Prohibited uses are adult entertainment establishments, gun clubs, mobile homes or mobile home parks, and slaughter houses.

Section 260 Light Manufacturing District (M-1)

The purpose of the light manufacturing district is to provide land for light manufacturing and related offices, printing and publishing, storage facilities, wholesale and warehousing or food processing facilities or industrial establishments which are clean, quiet and free of hazardous or objectionable elements such as noise, odor, dust, smoke, glare, or pollution of any kind; operate within enclosed structures; and generate little industrial traffic. Heavy manufacturing or heavy industrial development is prohibited. A twenty-five (25) foot buffer zone must be provided when contiguous to U-1, R-1, R-2, B-1, B-2, B-3, SR-1, SR-2 or SR-3 Districts. Water and sewer facilities must be approved by appropriate agencies prior to issuance of zoning certificate.

Objectionable uses of this district are acid manufacture; explosives or fireworks manufacture or storage; garbage, offal or dead animal reduction or dumping; gas manufacture; glue manufacture or petroleum refining and residential.

Prohibited uses are slaughterhouses and adult entertainment establishments.

Section 261 Heavy Manufacturing District (M-2)

The purpose of the heavy manufacturing district is to provide land for heavy manufacturing and related offices, wholesale and warehousing, printing and publishing and transport terminals which require large sites, extensive community services and facilities, ready access to regional transportation, have large open storage and service areas, generate heavy traffic and create no nuisance discernible beyond the district. Extractive manufacturing use is permitted as a conditional use if the operation does not create a hazard or nuisance which adversely affects the health, safety and general wellbeing of the community and other manufacturing establishments in the district. Residential development is prohibited. Light manufacturing or industrial uses are permitted as conditional uses. All water and sewer facilities must be approved by appropriate agencies prior to issuance of zoning certificate. A twenty five (25) foot buffer zone must be

FORM #6-BG

APPLICATION FOR ZONING AMENDMENT

ALLEN TOWNSHIP, UNION COUNTY, OHIO

Application Number: _____

The undersigned, owner(s) of the following legally described property hereby request the consideration of change in zoning district classification as specified below:

1. Name of Applicant(s): Pilot Travel Centers LLC - Brad Aisup, Project Manager

Mailing Address: 5508 Lonas Road, Knoxville, TN 37909

Phone: 865-474-2417

2. Location Description: Section _____ Range _____ Township _____

OR Virginia Military Survey Number 158 Lot# _____

(If not located in a platted subdivision or community attach a legal description)

3. Existing Use: agriculture

4. Proposed Use: Travel Center

5. Present Zoning District/Classification: M1

6. Proposed Zoning District/Classification: B3

7. Supporting information: Attach the following items to the application:

a. A vicinity map showing property lines, streets(roads) and existing & proposed zoning.

b. A list of all property owners within, contiguous to and directly across the street(road) from the proposed rezoning area, if ten or fewer parcels are proposed for rezoning.

Date: 10/3/2017

Applicant's Signature: [Handwritten Signature]

FOR OFFICIAL USE ONLY ZONING COMMISSION

Date Filed _____ Date of Public Hearing: _____ Date of Notice In Paper: _____

Date of Notice to Property Owners: _____ Fee Paid: _____

Recommendation of Zoning Commission: Approval _____ Denial _____

If Denied, State Reason: _____

Date: _____ Allen Township Zoning Commission: _____

Chairperson

PROPERTY OWNER

Monaco Family LLC
5949 Sinclair Road
Columbus, Ohio 43229

Parcel no. 0305530030000

PLANNED ZONING:
UNION TOWNSHIP / CLEVELAND ZONING:
 Union Township, Ohio
 10000 Lakeside Road
 Cleveland, Ohio 44132
 Tel: (216) 291-8277
 Fax: (216) 291-8277

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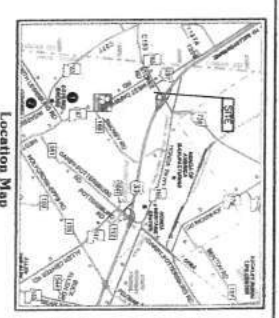
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ZONING EXHIBIT
Stokes Road
Allen Township
Union County, Ohio



JANCO PLAZA, L.P.
 PO Box 254 PO 627
 4637 Ac. S.W. 10th St. (D)
VACANT LOT

PROPERTY RESERVATION
 WESTER PATROLA
 PLOT NO. 03000001000
 11.19 Ac. (D)

Property Reservation
 The following property is reserved for the use of the State of Ohio, and the same shall not be used for any other purpose without the express written consent of the State of Ohio. The reservation is made in accordance with the provisions of the Ohio Revised Code, Chapter 163.01, et seq.

Property Reservation
 The following property is reserved for the use of the State of Ohio, and the same shall not be used for any other purpose without the express written consent of the State of Ohio. The reservation is made in accordance with the provisions of the Ohio Revised Code, Chapter 163.01, et seq.

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 The following property is reserved for the use of the State of Ohio, and the same shall not be used for any other purpose without the express written consent of the State of Ohio. The reservation is made in accordance with the provisions of the Ohio Revised Code, Chapter 163.01, et seq.

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PRELIMINARY
 DATE: 12-12-12
 DRAWN BY: [Name]
 CHECKED BY: [Name]

ZONING DESCRIPTION
14.10 +/- ACRES

Situated in the State of Ohio, County of Union, Township of Allen, and part of a 48.970 acre tract as conveyed to Monaco Family LLC, in Official Record 294 Page 627, all records being of the Recorder's Office, Union County, Ohio;

Commencing at the centerline intersection of Stokes Road, and West Darby Road;

Thence northeasterly along the centerline of Stokes Road, North 57 degrees 58 minutes 37 seconds East, 3304.6 feet to the west corner of said 48.970 acre tract and being the **TRUE POINT OF BEGINNING** of the tract herein described;

Thence northeasterly continuing along the centerline of said Stokes Road and along the north line of said 48.970 acre tract, North 57 degrees 58 minutes 37 seconds East, 212.5 feet;

Thence southeasterly continuing along the north line of said 48.970 acre tract, South 31 degrees 59 minutes 50 seconds East, 45.00 feet to the southerly right of way line of Stokes Road;

Thence northeasterly continuing along the north line of said 48.970 acre tract, North 59 degrees 54 minutes 43 seconds East, 150.1 feet;

Thence easterly continuing along the north line of said 48.970 acre tract, North 79 degrees 48 minutes 15 seconds East, 80.8 feet;

Thence easterly continuing along the north line of said 48.970 acre tract, South 75 degrees 18 minutes 21 seconds East, 50.2 feet;

Thence southeasterly continuing along the north line of said 48.970 acre tract, South 23 degrees 27 minutes 59 seconds East, 101.1 feet;

Thence southeasterly continuing along the north line of said 48.970 acre tract, South 50 degrees 19 minutes 58 seconds East, 116.1 feet;

Thence southeasterly continuing along the north line of said 48.970 acre tract, South 33 degrees 09 minutes 53 seconds East, 149.5 feet;

Thence easterly continuing along the north line of said 48.970 acre tract, South 79 degrees 05 minutes 02 seconds East, 149.5 feet;

Thence easterly continuing along the north line of said 48.970 acre tract, South 89 degrees 47 minutes 32 seconds East, 336.0 feet;

Thence easterly continuing along the north line of said 48.970 acre tract, North 84 degrees 36 minutes 41 seconds East, 70.7 feet

Thence southeasterly along the east line of said 48.970 acre tract, South 32 degrees 39 minutes 55 seconds East, 380.2 feet;

Thence southwesterly crossing said 48.970 acre tract, South 58 degrees 06 minutes 47 seconds West, 699.2 feet to a point in the west line of said 48.970 acre tract;

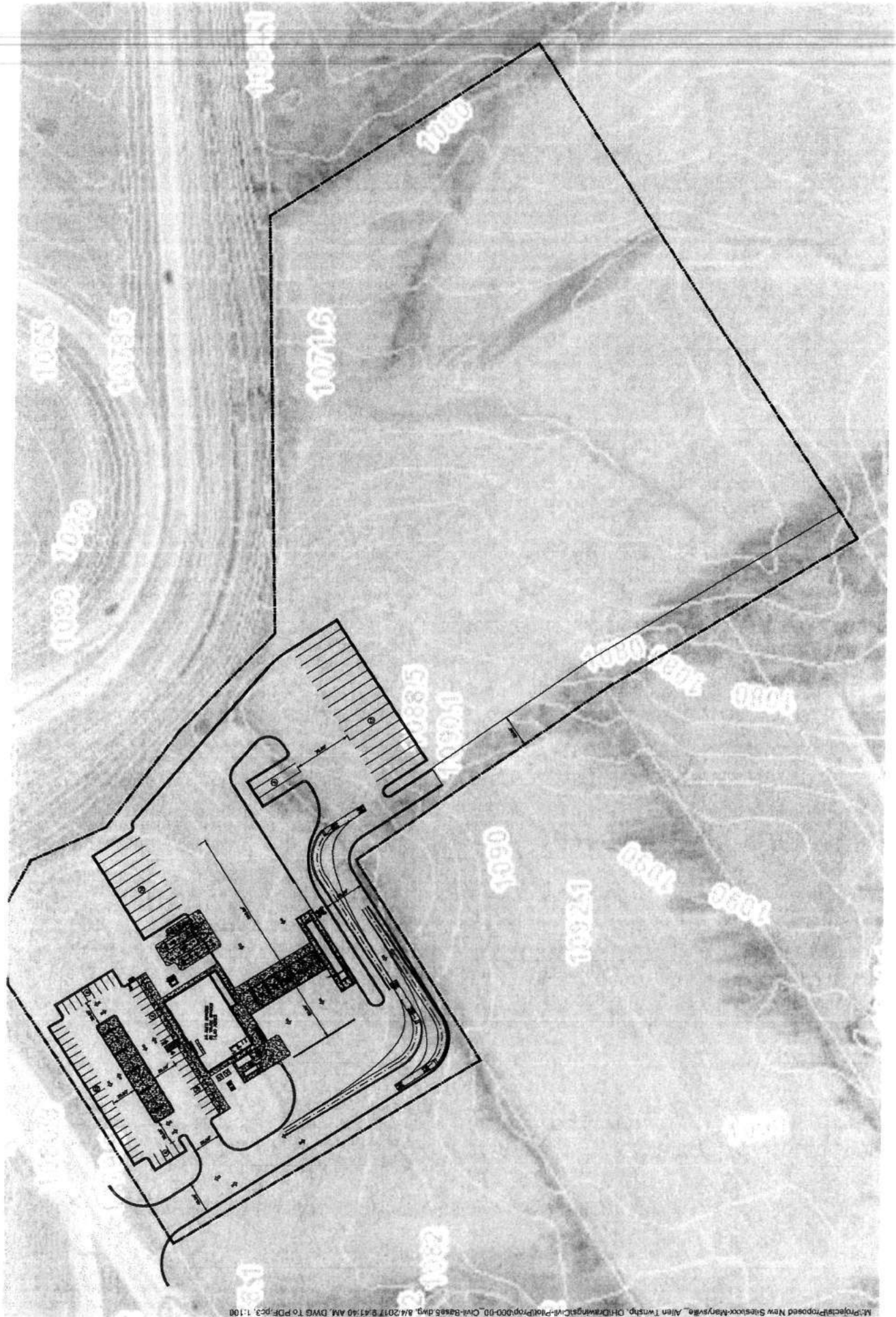
Thence northwesterly along the west line of said 48.970 acre tract, North 31 degrees 47 minutes 28 seconds West, 692.4 feet;

Thence southwesterly along the west line of said 48.970 acre tract, South 58 degrees 32 minutes 08 seconds West, 266.8 feet;

Thence northwesterly along the west line of said 48.970 acre, North 32 degrees 25 minutes 35 seconds West, 476.9 feet to the **POINT OF BEGINNING, CONTAINING 14.10 ACRES, MORE OR LESS.**

This description is based on records and a field survey by E.P. Ferris and Associates in 2017 and is intended for zoning purposes only and is not to be used for transfer of property.





Parcel #	Property owner	Address	City	State	Zip Code
M-1 0300030391000	Thomas H Lagos	750 Shrine Road	Springfield	OH	45504-3932
U-1 0300030170000	The Nature Conservancy	6375 Riverside Drive, Suite 100	Dublin	OH	43017-5045
U-1 0300030184020	Jeffrey A and Lisa A Grzeskowiak	19012 W. Darby Road	Marysville	OH	43040-8821
U-1 0300030182000	Paul E. Giehl, Trustee	19044 W. Darby Road	Marysville	OH	43040-8659
U-1 0300030183000	Lindsay S and Andrew S Partee	19100 W. Darby Road, Suite 4	Marysville	OH	43040
U-1 0300030186000	Randall L Everett	19150 W. Darby Road	Marysville	OH	43040
U-1 0300030180000	Brian and Shirley Maisenbacher	Liberty Mortgage Company, 473 E. Rich Street	Columbus	OH	43215
U-1 0300030192000	RD Stacy	19220 Darby Road	Marysville	OH	43040
U-1 0300030191000	John W and Lori A McCreary	19238 W. Darby Road	Marysville	OH	43040
U-1 0300030190000	John W and Lori A McCreary	19238 W. Darby Road	Marysville	OH	43040
U-1 0300030193000	John W and Lori A McCreary	19238 W. Darby Road	Marysville	OH	43040
U-1 0300030191010	Jason J and Amanda A Hover	19290 W. Darby Road	Marysville	OH	43040-8821
U-1 0300030011000	Patricia Webster	398 Hanford Street	Columbus	OH	43206-3663
M-1 0300030020000	TJ Acquisitions Ltd.	PO Box 4369	Sidney	OH	45365
B-1 0300010080000	Fed Two Inc.	PO Box 389	Kenton	OH	43326
B-1 0300010090000	Kim Renner	875 Beech Meadow Lane	Cincinnati	OH	45238-4827
B-1 0300010100000	Fed Two Inc.	PO Box 389	Kenton	OH	43326
I-1 0300030060000	Honda of America MFG Inc.	24000 Honda Pkwy	Marysville	OH	43040-9251



Staff Report – Jerome Township Zoning Amendment

Jurisdiction:	<p>Jerome Township Zoning Commission c/o Zoning Commission 9777 Industrial Parkway Plain City, OH 43064 (614) 873-4480</p>
Applicant:	<p>Homewood Corporation c/o Laura MacGregor Comek 300 East Broad Street, Suite 450 Columbus, OH 43215 (614) 560-1488 laura@comeklaw.com</p>
Request:	<p>The Zoning Commission received an application to rezone 83.5 acres. The proposal would rezone the acreage from Rural Residential District (RU) to Planned Development District (PD).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> • 1500080080000 • 1400330600000 <p>Total acreage:</p> <ul style="list-style-type: none"> • 83.45 acres (per legal description) <p>Existing use:</p> <ul style="list-style-type: none"> • Vacant • Farmland <p>Proposed use:</p> <ul style="list-style-type: none"> • <u>Subarea A</u>: Uses consistent with Office / Research / Medical District (ORM) • <u>Subarea B</u>: Up to 59 Residential Condominium Dwelling Units • <u>Subarea C</u>: Up to 40 attached/detached residential condominium dwelling units • <u>Subarea D</u>: Up to 41 single-family homes with one principle living structure per lot
Location:	<p>Near the intersection of US 42 and Industrial Parkway.</p>



Staff Report – Jerome Township Zoning Amendment

Staff Analysis:

The applicant is applying to rezone parcels 1500080080000 and 1400330600000. At least a small portion of this is zoned Low Density Residential District (LDR).

Because this is a Planned Development District, this staff report analyzes both the proposed zoning district and proposed PD zoning code.

Comprehensive Plan & Uses.

The Comprehensive Plan identifies this area Mixed Use Office / Retail. The Plan describes Mixed Use Office / Retail: “[These] developments feature a mix of commercial uses and sometimes contain higher density residential uses. They are typically associated with a higher density mix of office and smaller commercial uses that support the office uses including restaurants and convenience retail” (Plan, pp. 6-12). The Plan also describes Higher Density Residential: “Higher Density Residential uses typically have densities ranging between 3 and 6 dwelling units per acre and may include single family homes on smaller lots, townhomes and condominium developments, congregate care facilities or a combination of these housing types” (Plan, pp. 6-7 - 6-8).

The residential density identified in the Illustrative Site Plan identifies the dwelling units per acre; it is 2.57. This density is below the density recommended by the Comprehensive Plan; densities are to be in conformance with the Comprehensive Plan (ZR, 500.06, 2.). This figure is calculated by dividing the total number of dwelling units by the total area devoted exclusively to residential use including open space (ZR, 500.07, 1. a)).

Traffic Impact.

Staff understood a complete traffic study to be part of the requirements of a rezoning application in the Township. This does not appear as a requirement on the application submitted; if it is required, this is a serious deficiency in the application and should corrected before approval is made of the PD.

The Regulation Text is unclear about street/road right-of-way and pavement width dimensions, curb cut spacing, and other related circulation standards. Because this is required by the PD Chapter, staff recommends this be better defined (ZR, 500.06, 4. & ZR, 500.08, 3., r), (iv)).



Staff Report – Jerome Township Zoning Amendment

Regulation Text – General Comments

The following comments are recommendations from staff to apply to all subareas.

Staff notes the permitted uses include “Model homes and sales offices”. Staff recommends this be worded more carefully to avoid argument down the road with residents about what is and is not a sales office (ZR, 500.08, 3., r), (x)).

Staff notes the setbacks only apply to “building, parking and vehicular circulation”. Staff recommends the Regulation Text include “structures” in its setback restrictions; structures that do not qualify as buildings might end-up within the setback areas (ZR, 500.08, 3., r), (xii)).

There is no maximum structure or building height specified. Staff recommends this be added (ZR, 500.08, 3., r), (ii)).

According to the Zoning Resolution, “The Regulation Text should contain the following provision: All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution” (ZR, 500.08, 3., r), (xv)). Staff recommends this be added to the Regulation Text.

I. Commitments Applicable to All Subareas.

These are general standards applicable to each subarea in the Regulation Text. Bike path and sidewalk commitments are made in this section of the Regulation Text. Staff is in favor of these commitments, but recommends the path type and pavement types be specified (ZR, 500.08, 3., r), (v)).

II. Subarea A Uses and Standards.

Subarea A is +/-29.1 acres and plans for uses consistent with the Office / Research / Medical District Chapter. Open space acreage is 5.3 acres. The following comments are regarding the Subarea Regulation Text.

The lot size requirement reads, “The minimum lot width of any platted lot with both frontage and access to a public right of way shall be 150 feet. Internal lots not fronting a public street are exempt from this requirement.” Staff is concerned this might be interpreted to mean internal lots can be sold landlocked, without frontage on a public or private road (ZR, 500.06, 5. & ZR, 500.08, 3., r), (iv)).



Staff Report – Jerome Township Zoning Amendment

Signage in this subarea is to comply “generally with JTZR 440.08”. Staff recommends removal of the word generally. Also, the section permits a joint identification sign at each entry to Subareas A-1 and A-2, but “entry” is undefined. Especially because of the frontage of US 33, staff recommends this be more specific to avoid sign clutter and preserve viewsheds (ZR, 500.08, 3., r), (vii)).

II. Subarea B Uses and Standards.

Subarea B is +/-10.6 acres and plans for up to 59 residential condominium dwelling units. Open space acreage is 0 acres. The following comments are regarding the Subarea Regulation Text.

There is no specified minimum lot width or size. Subarea B is intended as a condominium development; the intent is likely to maintain the subarea as a single parcel. Staff recommends specifying a minimum frontage and area; the Township will be able to prohibit further subdivision if this is included (ZR, 500.08, 3., r), (xi)).

The PD Chapter recommends 80 feet between the right-of-way and the rear setback line of a lot (ZR, 500.06, 3., e)). The proposed setback is 40 feet from US 33. Staff recommends the setback be compliant with the PD Chapter.

There are no signage and graphic standards included. However, the text reads, “Entry features may included but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.” Staff recommends this be more specific and include language from Section 615 Signs. For example, 615.05 includes standards for residential development entry signs (ZR, 500.08, 3., r) (vii)).

III. Subarea C Uses and Standards.

Subarea C is +/-17.8 acres and plans for up to 40 attached/detached residential condominium dwelling units. Open space acreage is 6.8 acres. The following comments are regarding the Subarea Regulation Text.

There is no specified minimum lot width or size. Subarea C is intended as a condominium development; the intent is likely to maintain the subarea as a single parcel. Staff recommends specifying a minimum frontage and area; the Township will be able to prohibit further subdivision if this is included (ZR, 500.08, 3., r), (xi)).



Staff Report – Jerome Township Zoning Amendment

	<p>The PD Chapter recommends 80 feet between the right-of-way and the rear setback line of a lot (ZR, 500.06, 3., e)). The proposed setback is 110 feet from the centerline of Industrial Parkway. Staff recommends the setback be in compliant with the PD recommendation.</p> <p>There are no signage and graphic standards included. However, the text reads, “Entry features may included but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.” Staff recommends this be more specific and include language from Section 615 Signs. For example, 615.05 includes standards for residential development entry signs (ZR, 500.08, 3., r) (vii)).</p> <p>IV. Subarea D Uses and Standards. Subarea D is 26 acres and plans for up to 41 single-family residential dwellings. Open space acreage is 8.4 acres. The following comments are regarding the Subarea Regulation Text.</p> <p>Staff notes the permitted uses include “Single family homes with one principle living structure per lot”. Staff recommends this match the Zoning Resolution—“one single-family detached dwelling per lot”. (ZR, 500.08, 3., r), (x)).</p> <p>The PD Chapter recommends 80 feet between the right-of-way and the rear setback line of a lot (ZR, 500.06, 3., e)). The proposed setback is 110 feet from the centerline of Industrial Parkway. Staff recommends the setback be compliant with the PD Chapter.</p> <p>There are no signage and graphic standards included. However, the text reads, “Entry features may included but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.” Staff recommends this be more specific and include language from Section 615 Signs. For example, 615.05 includes standards for residential development entry signs (ZR, 500.08, 3., r) (vii)).</p>
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<p>Staff Recommendations:</p>	<p>Staff recommends DENIAL of the proposed rezoning to PD. Staff recommends the applicant work with the Township to revamp the density to more closely reflect the intent of the future land use portion of the Comprehensive Plan, and to</p>
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Township Zoning Amendment

	ensure the requirements for the Regulation Text are fulfilled in any future submittals. Staff is also concerned about the lack of a completed traffic study.
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Z&S Committee Recommendations:	
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Logan-Union-Champaign
regional planning commission

Director: Dave Gulden

Zoning Parcel Amendment Checklist

Date: 12-11-17 Township: Jerome Township
Amendment Title: RU to PUD

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input type="checkbox"/>	<input type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input type="checkbox"/>	<input type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

Jerome Township Zoning Commission

Anita Nicol
Clerk

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480 x102
Fax: (614) 873-8664

December 11, 2017

David M. Gulden, Director
L.U.C. Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Dear David Gulden:

This letter is to inform you of a Jerome Township Rezoning Amendment Application submitted to our office on December 11, 2017.

Application: PD-17-126

Name of Applicant: Homewood Corporation/ c/o Laura MacGregor Comek

Rezoning: 1500080080000 & 1400330600000

Present Zoning: RU

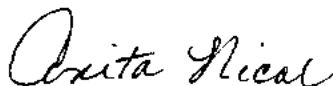
Proposed Zoning: PD (Planned Development)

Public Hearing Date has been set for: January 22, 2018 at 7:00 p.m.

The Zoning Commission would like your comments regarding this rezoning before the public hearing date.

If you need further information, please feel free to contact our office.

Sincerely yours,



Anita Nicol
Zoning Clerk

Brad Bodenmiller

From: Mark Spagnuolo <mark.jtzo@icloud.com>
Sent: Friday, December 22, 2017 11:06 AM
To: Brad Bodenmiller; Dave Gulden
Cc: Nicol Anita
Subject: Fwd: Pending Re-Zoning/Homewood Corporation

Follow Up Flag: Follow up
Flag Status: Flagged

Dear LUC,

Please see the correspondence below from Laura Comek, the applicant's representative for the proposed Homewood development (PD 17-126).

She has clarified that the existing use of the land, which was information missing from the application submitted on Dec. 11, 2017 and now provided, is zoned RU is vacant and is being farmed.

As of today, December 22, 2017, now that this information has been provided, the application, as I see it, is now complete and able to be processed. The Zoning Commission hearing for this application is scheduled for 7:00pm on Jan. 22, 2018 at the Jerome Township Hall, 9777 Industrial Parkway, Plain City, OH 43064.

If you have any questions or comments, please let us know.

Kind regards,

Mark Spagnuolo
Jerome Township Zoning
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614.873.4480 Fax: 614.873.8664
Email: Mark.JTZO@iCloud.com
www.JeromeTownship.com

Begin forwarded message:

From: Laura Comek <laura@comeklaw.com>
Subject: Pending Re-Zoning/Homewood Corporation
Date: December 22, 2017 at 8:48:01 AM EST
To: Mark Spagnuolo <mark.jtzo@icloud.com>

Good morning Mark - please allow this correspondence to serve as a follow up to our discussion regarding processing of this case.

1. Yes, we acknowledge this application will be heard at the January 22, 2018 Jerome Township Planning and Zoning Commission Meeting.

We will acknowledge that our application is submitted as of today.

2. As shown on the Application page, current zoning is RU. The ground is vacant/farmed land.

Thank you

Laura

Laura MacGregor Comek
laura@comeklaw.com
614.560.1488

Laura M. Comek Law LLC
300 East Broad Street, Suite 450
Columbus, Ohio 43215

425 Rural Residential District (RU)

The purpose and intent of the Rural Residential District (RU) is to preserve rural character and provide for land which is suitable or used for very low density residences as defined in the Jerome Township Comprehensive Plan. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable County Health Regulations. This district supersedes the U-1 Rural zoning district in existence prior to the enactment of this Resolution.

425.01 Permitted Uses

Within the RU District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One single-family detached dwelling per lot
2. Limited Home Occupation subject to requirements of section 635 of this Resolution
3. The use of land for conservation, preservation, or wetland restoration
4. 6111 – Elementary and Secondary Schools
5. 813110 Church or other places of religious worship
6. 922160 – Fire Protection Services
7. Parks, Playgrounds and Playfields

425.02 Accessory Uses and Structures

1. Accessory buildings or structures normally associated with single family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of section 645 of this Resolution.

425.03 Conditional Uses

The following uses may be permitted as Conditional Uses in the RR District by the Board of Zoning Appeals in accordance with the requirements of Section 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 721191 Bed-and-Breakfast Inns
2. 921140 – Executive and Legislative Offices
3. Telecommunications towers subject to the requirements of section 655 of this resolution
4. Expanded home occupations subject to the requirements of section 635 of this Resolution.
5. Accessory Apartment (Granny Flat) subject to the requirements of section 645 of this Resolution.
6. Small Wind Projects (less than 5 mw) subject to the requirements of section 650 of this Resolution.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

425.04 Lot Size and Yard Setback Standards

The following lot size and yard setback standards shall apply to all lots in the RU District:

1. Minimum Lot Size

The minimum lot size for parcels in the RU District shall be 1.5 acres or as required by the Union County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot size for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the RU District and this Resolution. (Amended 08-17-2015)

2. Minimum Lot Frontage

Lots in the RU District shall have a minimum 150 feet of continuous frontage as defined in Chapter 3 of this Resolution. (Amended 08-17-2015)

3. Flag Lots

Flag lots, having an access strip less than the minimum width of 150 feet, are not permitted within the RU District. (Amended 08-17-2015)

4. Front Yard Setbacks

All Front Yard Setbacks, as defined in Section 300, shall be measured from the right of way of the Dedicated Public Road. Such Setbacks for the RU District shall be as follows:

- a) **Type 'A'** – The Setback for Farm Markets shall be a minimum of 15 feet as determined by Section 605 of this Resolution.
- b) **Type 'B'** – The Setback for Single Family Dwellings shall be a minimum of 50 feet.
- c) **Type 'C'** – The setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the property shall be 75 feet.

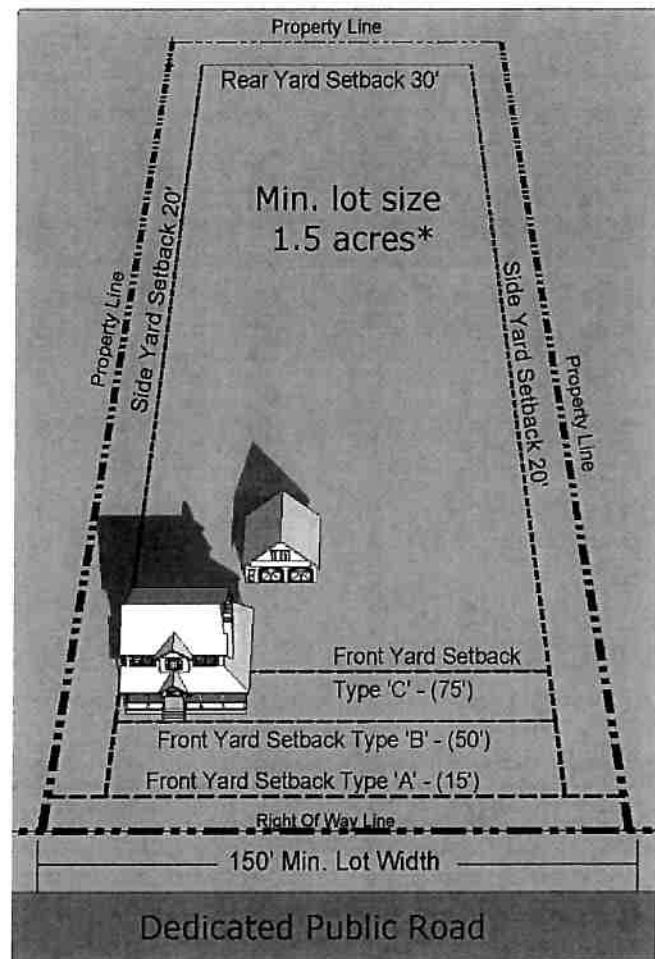


Figure 425.01: Lot size and setback diagram for the RU District

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135



5. Side Yard Setbacks

The minimum side yard setback for all buildings and structures in the RU District shall be 20 feet.

6. Rear Yard Setbacks

The minimum rear yard setback for all buildings and structures in the RU District shall be 30 feet.

7. Architectural Projections

Open structures such as porches, canopies, balconies, platforms, carports, and covered patios, and similar architectural projections shall be considered parts of the building or structure to which it is attached and shall not project into the required minimum front, side or rear yard.

8. Driveways and parking areas

Driveways and parking areas for any residential use, or any other permitted, accessory, or approved conditional use, shall not be permitted within any side or rear yard setback within the RU District. Except as noted herein, parking areas for any permitted use or approved conditional or accessory use shall not be located within the front yard setback of any property within the RU district.

425.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the RU District:

2. Minimum and Maximum Square Footages

- a) Residential Accessory Structures – See Section 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – Single family dwellings in the RU District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. Floor area shall be measured as defined in Chapter 3.

3. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Section 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Section 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – The maximum building height for single family dwellings in the RU District shall be 35 feet.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135



4. Residential Building Standards

The following standards apply to all single-family dwellings within the RU District:

- a) Mobile Homes, Travel Trailers, or Park Trailers– The use of a Mobile Home, Travel Trailer, or Park Trailer, as defined by ORC 4501.01, is prohibited within the RU District.
- b) Manufactured Home – The use of a permanently sited Manufactured Home, as defined by ORC 3781.06, is permitted within the RU District provided that the home meets all applicable residential building code standards, is installed on a permanent foundation, and meets all minimum floor area requirements.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135



500 Planned Development District (PD)

The Planned Development (PD) District is established under the provisions of Ohio Revised Code 519.021(B) to promote the general public welfare, encourage the efficient use of land and resources, promote greater efficiency in providing public and utility services, and encourage innovation in planning and building of all types of development in accordance with the Jerome Township Comprehensive Plan. The regulations set forth herein are based on the premise that the ultimate quality of a built environment or development proposal is determined not only by the general classification of land uses, but also by the specific way in which such land uses are executed. In many cases, the subdivision regulations and standard zoning district classifications do not adequately regulate the design of buildings, the mix of uses, and the general character of development that are desirable in the Township. In accordance with the comprehensive plan and the above statements it is the intent of the Planned Development (PD) district to promote development that:

1. Provides an opportunity for a mix of open space and other uses not otherwise permitted within the standard zoning district classifications; and
2. Allows the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protects the community's natural resources by avoiding development on, and destruction of, sensitive environmental areas; and
3. Enables more extensive review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development; and
4. Assures compatibility between proposed land uses within and around the PD through appropriate development controls; and
5. Enhances the economy of the Township by making available a variety of employment opportunities and providers of goods and services; and
6. Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are imaginative in architectural design and are consistent with applicable plans for the area and are compatible with adjacent and nearby land uses.

500.01 Residential Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to residential development are applicable:

1. A clustered neighborhood design is encouraged with a gross density which is in keeping with the comprehensive plan and the physical development potential of the area.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 125

2. The utilization of Conservation Design principles and preservation of a substantial amount of permanent open space is encouraged, integrated into the development and providing for a pedestrian friendly environment.
3. In larger developments, a variety of different lot sizes are encouraged to create an integrated and imaginative residential environment.
4. In larger developments a variety in architectural elevations are required as follows:
 - a) Architectural Diversity—A single-family dwelling with the same or similar front elevation shall not be repeated within 4 houses on the same side of the street and within 2 houses in either direction of the house on the opposite side of the street. The builder is permitted to construct homes that use an identical elevation, but use a different main exterior material or main exterior color, provided that the homes shall be separated by at least 2 homes of a different elevation on the same side of the street and by at least 1 home in either direction of the house on the opposite side of the street.
5. The provision of supporting facilities is encouraged, such as schools, churches and parks to create well-designed and functional neighborhoods. These facilities should be supported with pedestrian connections to neighborhoods.
6. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur.
7. In areas identified on the comprehensive plan as “Higher Density Residential” it may be appropriate to consider single family or multi-family development at densities higher than those appropriate in other areas of the township and where the Planned Development district will allow more creative site planning to accommodate these densities and provide appropriate transitions between adjoining higher intensity uses and lower intensity uses.

500.02 Commercial and Office Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to commercial and office development are applicable:

1. Commercial and office development shall be properly managed and the development standards of the PD clearly specified so that Township officials completely understand the design and impact

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

of a development proposal.

2. A flexible and creative approach to commercial development is encouraged. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development.
3. A pedestrian friendly environment is encouraged, interconnecting with adjacent neighborhoods.
4. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur

500.03 Industrial Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to industrial development are applicable:

1. The clustering of industrial uses is encouraged, along with flexibility and creativity in site design, in order to ensure that development is sensitive to and compatible with the Township's rural environment.
2. Industrial development shall be properly managed and the development standards of the PD clearly specified so that Township officials completely understand the design and impact of a development proposal.
3. Master planning of an extended area is encouraged, which ensures a stable, unified industrial development having all necessary services and facilities.
4. A unified design is encouraged which allows for greater design flexibility and better integration into the Township's rural environment. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development.

500.04 General Provisions

1. Zoning Plan and Development Plan

For purposes of this Section, plans including all supporting documentation adopted by the Township at the time of rezoning shall be referred to as the "Zoning Plan," and plans including all supporting documentation approved subsequent to such rezoning but prior to the initiation of any development activities are referred to as the "Development Plan."

2. Effect of PD Approval

Each PD is considered a separate and unique zoning district wherein a Zoning Plan, including associated text describing the

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

allowable uses and specific development standards, is adopted simultaneously with the application requesting amendment of the zoning map to apply the PD designation. The Zoning Plan, as approved by the Township and as provided under Ohio Revised Code Section 519.021(B), shall constitute the zoning regulations for and shall apply only to the property included within that particular PD. Whenever there is a conflict or difference between the provisions of this Section and those of other provisions of this Zoning Resolution, the provisions of this Section shall prevail for the development of land within the PD. Subjects not expressly covered by this Section or the applicable Zoning Plan shall be governed by the respective provisions found elsewhere in this Zoning Resolution that are most similar to the proposed use.

3. Sub Areas

Depending upon the size and complexity of the proposed development different Sub Areas may be established within a PD. Each Sub Area may, if requested, be treated as a separate district with individual standards. However, only one PD Zoning Plan approval shall be issued for the entire development. For each Sub Area, the applicant shall indicate gross density, dwelling type, minimum development standards, and all other uses by type, size and location.

4. Type of Action

The action of the Township upon an application to approve a Zoning Plan pursuant to this Section and Section 230 of the Zoning Resolution shall be considered a legislative act, and subject to a referendum. After property has been rezoned to the PD, any action related to the subsequent use or development of such property, as being in compliance with the regulations authorized to be established by this Section including any action taken on a Development Plan, shall not be considered to be an amendment to the Township Zoning Resolution for the purpose of Section 519.12 of the Ohio Revised Code, but may be appealed pursuant to Chapter 2506 of the Ohio Revised Code.

5. Zoning Amendment

A change to an adopted Zoning Plan shall be considered to be a zoning amendment and shall be processed according to the procedures set forth in Section 519.12 of the Ohio Revised Code and Section 230 of this Zoning Resolution. For Zoning Plans which are divided up into separate Sub Areas, as noted above, the applicant may file for an amendment to a specific Sub Area provided the requested change has no effect on the remaining Sub Areas.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

6. Development Plan

A Development Plan shall be required to be submitted to the Township for approval prior to the initiation of construction and development in each phase of the PD. Such Development Plan shall be in substantial compliance with and consistent with the approved Zoning Plan for the Property with respect to land uses, densities, architectural and landscape commitments, and open space. Minor deviations from the approved Zoning Plans may be considered for approval during the Development Plan Process by the trustees without requiring an applicant file for an amendment to the Zoning Plan. Changes that may be considered minor, but do not limit the trustee's discretion in such matters, include:

- a) Adjustments to the layout or alignment of new roads or to the site layout that does not affect lot count, density, setbacks, or open space and does not increase curb cuts or connections to existing roadways unless required by the county engineer during final engineering.
- b) Increases in residential lot sizes or reductions in residential density provided such changes do not reduce the required setbacks, decrease the required open space, or change the required architectural or development standards.

500.05 Previously Approved Planned Developments

Section 500 of the Zoning Resolution was amended on and the amendment in effect from and after April 20, 2015. Planned Developments and all associated detailed development plans and supporting documentation adopted and in effect prior to April 20, 2015 shall continue in effect and be considered legally conforming under this Zoning Resolution. These previously approved Planned Developments shall continue to be governed, administered and modified pursuant to the substantive and procedural regulations then in effect for such Planned Developments as contained in the Zoning Resolution immediately prior to April 20, 2015.

500.06 General PD Standards

In order to achieve the purpose and intent of the Planned Development District (PD) and the Jerome Township Comprehensive Plan the following general standards are hereby established for all Planned Developments within Jerome Township.

1. Uses

Within the PD district a creative mix of uses is encouraged provided it will establish an efficient and sustainable use of the land and infrastructure, and result in a well-integrated, pedestrian friendly development. Single use PD's may also be established by the applicant to encourage development that is more responsive to the land and environment than may be permitted through a standard zoning district. The following

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

standards are established for uses in the PD:

- a) Permitted Uses - Permitted uses within each PD shall be clearly identified in the zoning plan submitted with the application to establish a PD. Uses not specified in the approved zoning plan will be prohibited.

2. Densities

Densities within a PD should be in conformance with the recommendations of the comprehensive plan and shall promote the efficient use of land and infrastructure. Proposed densities shall be clearly identified in the zoning plan submitted with the application for PD.

3. Setbacks and Yard Areas

All Proposed setbacks and yard areas within the PD shall be identified in the zoning plan submitted with the application for PD. Setbacks and yard areas within PD developments shall be established to meet the following requirements:

- a) Setbacks within a PD zoning shall support the goals of the comprehensive plan for development that respects the rural character of the township while promoting efficient use of the land and its resources.
- b) Setbacks shall be configured to appropriately balance open space and provide safe separation between buildings and uses.
- c) When a proposed commercial or industrial PD is to be located contiguous to residential uses perimeter setbacks and/or appropriate screening from the contiguous property line should be established within the PD.
- d) To maintain the rural character of the township the setbacks from existing state, county and township roads should be larger than those established for new public roads established within the PD.
- e) To the greatest extent possible new residential subdivisions should be designed to minimize the number of homes where the back yards and the backs of homes face existing and proposed roads. Where such conditions are to exist along existing state, county, and township roads a minimum setback of 50' between the Right of Way of the public street and the rear lot lines, and a minimum of 80' between the Right of Way of the public street and the rear setback line of the lot. An increased landscape buffer shall be established for the entire length of road affected.

4. Public Improvements

The PD should be developed at a minimum with the following improvements meeting the design standards of the Union County Engineer:

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

- a) Public roads shall be designed and constructed to the standards established by the Union County Engineer's Office.
- b) Means for safe pedestrian and bicycle access and circulation shall be provided. Pedestrian paths should be integrated into open space where applicable or allowed, with ownership and maintenance dedicated to the entity holding title to the open space.
- c) Storm water management facilities shall be provided as required by the County Engineer and State of Ohio.

5. Access

The zoning plan should require direct access, not through easement, to one or more dedicated and improved public roads. Provisions for future connections to other public roads or adjacent land shall be required if recommended by the township, county engineer or regional planning commission.

6. Buildings

To promote the purpose and intent of the Planned Development District and the goals of the comprehensive plan all applications for PD shall detail the proposed design and development standards for all residential and non-residential buildings within the PD. The following standards apply to all residential and non-residential buildings within the PD.

- a) The physical relationship of buildings and other site improvements to one another and the surrounding area, as created by building mass, size, height, shape, location on the site, and setback, shall result in a harmonious development both within the PD and in relation to its surroundings.
- b) The bulk and height of buildings within the proposed development shall be compatible with the surrounding area.
- c) Buildings, structures and parking areas shall be designed and located in such a way to conserve environmentally sensitive or unique natural, historic or cultural features.
- d) The zoning plan and application shall specify for all buildings and residences, at a minimum, the proposed exterior materials, size, height, roof shape and pitch.

7. Lighting

Any application for a PD shall include the type and description of all proposed street and parking lot lighting. Street lighting shall conform to the standards of the Union County Engineer and all lighting within the proposed PD shall conform to the following:

- a) The lighting plan submitted with the zoning plan and the application for PD shall specify the proposed pole and lantern design, maximum height, lighting source, wattage, shielding

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and any other information necessary to evaluate the lighting as proposed.

- b) The lighting plan submitted with the zoning plan and application for PD shall be designed to promote an overall cohesiveness in the development of the plan and to minimize the amount of light pollution affecting the neighboring properties and the rural character of the township.
- c) Parking lot lighting specified within the PD shall be limited in height to the minimum required to effectively illuminate the parking areas to all applicable standards and shall incorporate a "cut-off" type shielding to prevent light pollution on adjacent properties.

8. Signage

All applications for a PD shall include a signage plan and or standards to be approved by the zoning commission for all uses and areas within the PD. Signage design and standards shall ensure a constant and comprehensive character throughout the project and compatible with the character of the township and shall meet the following:

- a) All signs and graphics within the PD shall be compatible in size, location, material, height, shape, color, and illumination.
- b) A detailed sign plan and standards shall be submitted with the application for PD and shall include the design, layout and dimensions of all proposed ground, window and wall signs as well as the setbacks from the right-of-ways and the type and intensity of illumination.
- c) Signs shall contribute to an overall cohesive design, reflect simplicity, reduce visual clutter and compliment the rural character of the township.
- d) Wall signs shall be controlled and designed in a manner to compliment the architecture of the buildings and the PD. Ground signs shall be designed to relate to and share common elements with the proposed architecture.

9. Parking and Loading Areas

For all non-residential uses off street parking and loading shall be provided for in the design of the PD. Parking and access requirements and standards shall be as defined in the approved zoning plan and shall meet the requirements of the Union County Engineer, the township fire department and the following standards:

- a) Off street parking and loading shall be provided for all non-residential buildings with adequate provisions for ingress and egress.
- b) Parking areas shall be designed to discourage large single expanses of parking and shall encourage smaller defined

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parking areas within the total parking system. Such parking areas shall be delineated and accentuated by landscaped areas.

- c) The layout of parking areas, service areas and related entrances, exits, signs, lighting, noise sources or other potentially adverse influences shall be designed and located to protect the character of the area as well as those areas adjacent to the PD.
- d) To minimize the environmental impacts of large parking areas shared parking between uses shall be encouraged and supported within the PD. Where shared parking is desired the applicant shall submit a statement identifying how the parking is to be shared between the uses, and the percentage of parking and hours of parking allocated for each use.
- e) All service and delivery and loading areas for all uses shall be arranged and located to minimize the impacts and view of such uses throughout the development.

10. Landscaping

All zoning plans and application for PD shall include a detailed landscape plan and standards for all areas, sub areas, open spaces and uses with the proposed development. The following standards shall apply:

- a) All yards and open space not covered by structure, paving and the like shall be landscaped with lawn as a minimum.
- b) A detailed landscape plan and standards shall be submitted with the zoning plan and PD application for approval by the zoning commission. All landscaping shall be maintained and kept in accordance with the approved landscape plan.
- c) All vacant and undeveloped areas shall be kept seeded and maintained in such a manner as to prevent erosion of the property and excess drainage on adjoining land.
- d) Landscaping shall be designed to enhance architectural features, screen incompatible uses, emphasize pedestrian environments, provide shade for streets and parking lots and strengthen views and vistas.
- e) The landscape plan shall be designed to preserve and capitalize on the existing natural characteristics of the site and to promote overall unity in design.
- f) Landscape design and the specification and use of trees and plant materials shall discourage monoculture. For the purpose of this section monoculture is defined as the dominance or overabundance of any one species that may expose the development to a substantial loss of plant material should said plant material be affected by pest or disease (ex. Emerald Ash Borer)

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- g) Plant material specified in the PD shall be indigenous and hearty to the area and shall be harmonious to the design and consistent with adjacent land uses.
- h) Street tree species native to the area shall be provided by the developer for all existing and proposed public streets and placed outside the public right-of-way in a maintenance easement. Size, shape, type and location of street trees shall be specified in the Zoning Plan. Street trees shall not be placed over utility lines and shall not interfere with the function or maintenance of roadways and drainage areas.
- i) Landscape buffers between lots and the County or Township road serving the PD and buffers between lots and adjacent land should be placed in landscape easements on the plat and dedicated to the Homeowners Association or such other person or entity as may be approved in the Zoning Plan. Landscape buffer design shall be specified in the Zoning Plan.

11. Flood Plains and Environmentally Sensitive Areas

Floodplains within the PD shall be protected from building or pavement encroachment through the following standards:

- a) A riparian buffer, having a width of not less than 50' as measured from the centerline of the stream, shall be provided along the entire length and on both sides of a river or perennial stream channel.
- b) Buffer areas shall be restricted from development and managed to promote the growth of vegetation indigenous to the stream area capable of maintaining the structural integrity of the stream bank.
- c) A wetlands buffer should be provided for all wetlands required to be retained by the Army Corps of Engineers or the Ohio EPA. The buffer area should have a width of not less than 25' measured from the edge of the designated wetland. The buffer areas should not be disturbed other than necessary to establish and natural landscape and existing trees should be preserved and protected to the extent practicable.

12. Open Space

A PD should have an open space component which is compatible with the size, nature and design of the development. A recommended minimum of 20 percent of the gross land area of a PD containing a residential component, except as outlined in section 500.07 (4), should be set aside as open space for common use, preferably interconnected with other similar spaces within this or adjacent developments. (For a PD without a residential component, a minimum of 10 percent open space set aside is recommended.) Open space shall be prohibited from further subdivision or development by deed restriction, conservation easement or other agreement, in a form satisfactory to the

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Township. This restriction from further subdivision or development shall also be noted in the Zoning Plan and the recorded plat.

- a) Design Standards - The following design standards for open space should be followed:
- (i) Open space shall be fully integrated into the overall design and should, absent unique and special circumstances, meet all standards and guidelines contained herein. The types of uses, buildings and structures proposed to be permitted in the open space shall be specified in the Zoning Plan.
 - (ii) For the purposes of the PD, public uses may be proposed for natural areas and preserves, parks and other active recreational areas, and public facilities such as public schools, libraries and community centers may likewise be proposed. Access to all public uses shall be specified.
 - (iii) In identifying the location of open space, the developer shall consider as priorities existing natural features such as natural woodlands, wetlands, identified species habitat, tree lines, stream and creek corridors, and FEMA designated 100-year floodplains.
 - (iv) Retention ponds (wet basins) may be permitted in an open space reserve provided such ponds are designed and maintained as natural features that blend into the landscape. A landscape design for each retention pond shall be submitted with the Zoning Plan. Detention ponds (dry basins) should ordinarily not be permitted in the designated open space unless a part of a bioswale corridor.
 - (v) Except for bike paths and pedestrians trails, open space should be unified and massed so that no open space is narrower in any direction than the development's average lot width. Open space should be platted as an open space reserve, including appropriate conservation easements.
 - (vi) Open space should, when practicable, be interconnected with open space areas on abutting parcels.
 - (vii) In order to encourage the creation of large areas of contiguous open space, areas that should not be considered as open space include:
 - Private road and public road rights-of-way;
 - Parking areas, access ways, and driveways;
 - Required setbacks between buildings, parking areas, and project boundaries;
 - Required setbacks between buildings and streets;

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- Easements for overhead power transmission lines unless containing bike paths as part of an overall coordinated trail network;
 - Minimum spacing between buildings, and between buildings and parking areas;
 - Private yards;
 - Areas of fee simple lots to be conveyed for residential dwelling uses;
 - Other small fragmented or isolated open space areas that have a dimension less than 75 feet in any direction. (Excessive gaps and non-usable spaces between buildings are discouraged, or pedestrian walkways should be established.)
- (viii) Any open space intended to be devoted to active recreational activities should be of usable size and shape for the intended purposes.
- (ix) Any area within the open space that is proposed to be disturbed during construction or otherwise not preserved in its natural state, other than required setback areas, should be noted on the Zoning Plan and the method and timing of any restoration shall be set forth in the Zoning Plan.
- (x) The open space, including any recreational structures and public facilities proposed to be constructed in such space, shall be clearly shown on the Zoning Plan.
- b) **Open Space Ownership** - Open space may be proposed to be owned by an association, the Township or other governmental entity, a land trust or other conservation organization recognized by the Township, or by a similar entity, or may remain in private ownership if appropriately restricted. The ownership of the open space shall be specified in the Zoning Plan and shall be subject to the approval of the Township. The methods of ownership, if approved as part of the Zoning Plan, may be as follows:
- (i) **Offer of Dedication** - The Township or other governmental entity may, but shall not be required to, accept conveyance in the form of fee simple ownership of the open space.
 - (ii) **Associations** - Open space may be held by the individual members of a Condominium Association as tenants-in-common or may be held in common ownership by a homeowners' association, community association, or other similar legal entity. Documents shall be submitted with the Zoning Plan which will ensure compliance with the following requirements:

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- Membership in the association shall be mandatory for all purchasers of lots in the development or units in the condominium.
 - The association shall be capable of and responsible for maintenance, control, and insurance of common areas, including the open space.
 - The association shall have the right and obligation to impose assessments upon its members, enforceable by liens, in order to ensure that it will have sufficient financial resources to provide for proper care and maintenance of the open space.
- (iii) **Transfer of Easements to a Private Conservation Organization** - With the approval of the Township, an owner may transfer conservation easements to a public or private non-profit organization, among whose purposes it is to conserve open space and/or natural resources, provided that::
- The organization is acceptable to the Township, and is a bona fide conservation organization with perpetual existence;
 - The conveyance contains appropriate provisions for the property reverter or retransfer in the event that organization becomes unwilling or unable to continue carrying out its function; and
 - A maintenance agreement approved by the Township is entered into by the developer and the organization.
- c) **Open Space Management and Maintenance** - The owner of the open space shall be responsible for raising all monies required for operations, maintenance, or physical improvements to the open space through annual dues, special assessments, and valid and enforceable collection methods. The owner shall be authorized, under appropriate restrictions and covenants, to place liens on the property of residents within the PD who fall delinquent in payment of such dues and assessments. In the event that the organization established to own, operate and maintain the open space shall at any time after the establishment of the PD fail to maintain the open space in reasonable order and condition in accordance with the Zoning Plan, such failure shall constitute a violation of both the Zoning Plan and this Zoning Resolution.
- d) **Transfer of Title of Open Space** - Title to any open space required by the PD zoning which is included within any recorded subdivision plat of any section of the land zoned PD shall be transferred to the entity approved for ownership of the open space prior to the sale of more than 75% of the lots or units within that subdivision section.

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500.07 Use-Specific Development Standards

In addition to the General PD Development Standards the following use specific development standards are hereby established to further fulfill the purpose and intent of the District through the application of flexible land development techniques in the arrangement, design and construction of structures and their intended uses and the integration of open space within the development. These standards, as well as applicable plans for the area, are intended as general standards as circumstances dictate. The development standards filed and approved as part of the Zoning Plan and PD application shall establish the final requirements. The development policies include the following:

1. Low and Medium Density Residential Land Use

Future development of clustered subdivisions is anticipated to occur in those areas with centralized public utilities and shall be managed to protect the area's unique quality of life and semi-rural character. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities, the recommendations of the comprehensive plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. The following shall apply when calculating suburban residential density within a PD:

- a) Calculating Residential Density – While the densities of individual residential areas may vary within a large PD the calculation of density for the entire PD shall be based upon the total number of dwelling units proposed for the total area devoted exclusively to residential use, including open space. Where open space is included within the calculation for residential density, such open space shall permanently remain as open space within the PD unless a future rezoning of the open space is approved by the zoning commission.
- b) Additional Density Considerations - Additional density for residential developments to be serviced by centralized utilities may be permitted by the zoning commission in certain unique and special instances such as those where: the open space set-aside far exceeds the minimum recommended ; additional and substantial site amenities are provided; the development incorporates rural design characteristics into the overall design of the site and maintains compatibility with the surrounding or planned land uses; the design of the development preserves, protects and enhances the natural and historic resources located on the site; and storm water and other environmental impacts are minimized and mitigated and natural features are enhanced.

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- c) **Lower Density Considerations** – In addition to the consideration for additional density as mentioned above the zoning commission may require lower densities for a residential development in certain unique and special instances such as those where: a large portion of the site is undevelopable due to its physical features such as existing bodies of water, steep slopes and similar characteristics, and where proposed residential development is not compatible with adjacent residential development patterns.

2. Higher Density Residential Land Use

Future development of higher density land uses is expected to occur in areas so designated in the Jerome Township Comprehensive Plan as being suitable for such uses. These areas provide an opportunity to serve differing housing needs within the community and establish an effective transition between more intense commercial and office land uses, and lower density residential uses. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities, the recommendations of the comprehensive plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. In addition increases in density should be supported for increased architectural and landscape standards and creative site planning that contributes to the desirability of the community.

3. Agriculture and Rural Residential Land Use

It is anticipated that portions of the Township will remain principally agricultural in nature, especially in those areas where centralized utilities are not anticipated to be provided. PD development standards within these areas should encourage a development pattern that minimizes impacts and intrusions to agriculture, such as clustering homes on new streets and not along existing road frontage and designating agricultural-exclusive areas.

4. Residential Conservation Development

Within the Jerome Township Comprehensive plan there exists recommendations for residential development that adheres to conservation development principles. These principles promote more compact development patterns in exchange for the preservation of important existing environmental and natural features and the set aside of significant amounts of open space. These types of developments reduce infrastructure costs for the developer, help to maintain a more open, rural feel for the township, promote a more efficient use of land, and provide a vehicle to preserve important natural features and incorporate them into a development strategy. Land developed under a

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Conservation Development PD (CDPD) shall adhere to the following standards:

- a) Uses - Conservation developments may be permitted to contain a mix of uses provided that all proposed uses are identified in the zoning plan and application as specified in section 500.08.
- b) Density - The overall residential density of the Conservation Development PD should conform to the recommendations and intent of the Comprehensive Plan and shall be identified in the zoning plan and application per section 500.08.
- c) Lot size – The intent of a Conservation Development PD is to allow smaller lot sizes and more compact development patterns in exchange for a higher percentage of dedicated open space and natural lands. To accomplish this goal lot sizes are flexible within the CDPD and shall be established by the approved zoning plan and PD application. All lots less than two acres in size shall be serviced by public sewer and water systems. Proposed lots of 2 acres or more shall be served by either public sewer and water services or on site treatment and well systems subject to the approval of the Union County Engineer and Union County Health Department.
- d) Dedicated Open Space – All CDPD developments shall comply with the following minimum requirements regarding open space.
 - (i) The minimum amount of open space to be provided with a CDPD is recommended to be 40% of the total acreage of the property being included in the PD. Development of smaller parcels may be considered for a reduction in the open space requirements provided that the recommendations of (ii), (iii), and (iv) below still apply.
 - (ii) All CDPD developments shall strive to utilize open space to preserve natural features including but not limited to floodplains, waterways, stream buffers, steep slopes, woodlands, wetlands and natural habitats or shall be designed to preserve significant amounts of agricultural lands.
 - (iii) Prohibition of further Subdivision of Open Space – Open space provided for the purposes of achieving the requirements of the CDPD shall be prohibited from further subdivision or development through deed restriction, conservation easement, or other such agreement acceptable to the townships legal advisor.
 - (iv) Open spaces within the CDPD shall meet all other requirements of section 500.06 herein.

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5. Commercial and Office Land Use

Commercial and office development should be clustered in areas serviced by centralized utilities and adequate roadway systems. The density of general commercial development should not exceed 10,000 square feet per acre, absent special circumstances. This density calculation will ordinarily be based upon the total square footage proposed for the entire area devoted exclusively to commercial and office development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. In addition a higher density may be approved by the zoning commission to accommodate mixed use projects and other innovative and sustainable planning features. Design standards should be incorporated into the Zoning Plan which will improve the aesthetic quality of this type of development.

6. Industrial Land Use

Light industry, research and development, and related office uses should be clustered in areas serviced by centralized utilities and adequate highway accessibility. Absent special circumstances, density should not exceed 10,000 square feet per acre. This density calculation will ordinarily be based upon the total square footage proposed for the entire area devoted exclusively to industrial development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. The industrial areas should only develop in conjunction with centralized utilities. These areas should be master planned and well-coordinated, and not developed in a piecemeal (lot by lot) way. Access should be shared. Design standards should be incorporated into the Zoning Plan which will improve the aesthetic quality of this development type. In addition all industrial uses developed under the PD shall conform to the following standards:

- a) **Fire and Explosion Hazards** - All activities, including storage, involving flammable or explosive materials shall include the provision of adequate safety devices against hazard of fire and explosion. All standards enforced by the Occupational Safety and Health Administration shall be adhered to. Burning of waste materials in open fire is prohibited, as enforced by the Ohio Environmental Protection Agency.
- b) **Air Pollution** - No emission of air pollutants shall be permitted which violate the Clean Air Act of 1977 or later amendments as enforced by the Ohio Environmental Protection Agency.
- c) **Glare, Heat, and Exterior Light** - Any operation producing intense light or heat, such as high temperature processing,

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combustion, welding, or other shall be performed within an enclosed building and not visible beyond any lot line bounding the property whereon the use is conducted.

- d) **Dust and Erosion** - Dust or silt shall be minimized through landscaping or paving in such a manner as to prevent their transfer by wind or water to points off the lot in objectionable quantities.
- e) **Liquid or Solid Wastes** - No discharge at any point into any public sewer, private sewage disposal system, or stream, or into the ground, of any materials of such nature or temperature as can contaminate any water supply or interfere with bacterial processes in sewage treatment, shall be permitted. The standards of the Ohio Environmental Protection Agency shall apply.
- f) **Vibrations and Noise** - No uses shall be located and no equipment shall be installed in such a way as to produce intense, earth shaking vibrations which are discernable without instruments at or beyond the property line of the subject premises. Noise standards of the Ohio Environmental Protection Agency shall be adhered to.
- g) **Odors** - No use shall be operated so as to produce the continuous, frequent or repetitive emission of odors or odor causing substances in such concentrations as to be readily perceptible at any point at or beyond the lot line of the property on which the use is located. The applicable standards of the Ohio Environmental Protection Agency shall be adhered to.

500.08 Procedure for Amending to the PD

In addition to the procedure set forth in Section 230 of this Resolution, all applications for amendments to the zoning map to rezone property to the PD shall follow the procedures hereinafter set forth in Section 500.08, hereof.

1. Pre-application Meeting

The applicant is encouraged to engage in informal consultations with staff from the Zoning Commission and the Union County subdivision authorities (e.g. Planning Commission, County Engineer, Board of Health, etc.) prior to formal submission of an application for an amendment of the Zoning Resolution. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure or formal approval required by Township or County statutes or rules.

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2. Application

The owner(s) of land may request that the Zoning Resolution be amended to include such land in the PD by filing fifteen (15) copies of an application for such amendment with the Jerome Township Zoning Commission, which application shall contain:

- a) name, address and telephone number of the owner and applicant;
- b) name, address and telephone number of the urban planner, architect, landscape architect, surveyor and/or engineer assisting in the preparation of the Zoning Plan;
- c) legal description of the property and the address of the property;
- d) description of existing uses;
- e) present zoning district;
- f) a vicinity map at a scale approved by the Zoning Commission showing the relationship of the PD to the adjacent properties, existing streets and public service facilities in the area;
- g) a list of the names and addresses of all owners of property which are within, contiguous to and directly across the street from the subject property as such addresses appear on the County Auditor's current tax list; and
- h) Any other matter or information deemed necessary or relevant by the Zoning Commission for the proposed amendment.

3. Proposed Zoning Plan

In addition to the application required herein, fifteen (15) copies of the proposed Zoning Plan shall be submitted with the application. The proposed Zoning Plan shall be prepared and endorsed by a certified or licensed planner, architect, landscape architect, engineer and/or surveyor, with all mapping to be at a scale of at least 1" = 100', and shall include, in text and map form, the following:

- a) Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.
- b) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.
- c) Concept site plan of the proposed planned district, and proposed layout of all subareas.
- d) Proposed densities, number of lots and dimension parameters, and building intensities.

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- e) Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
- f) Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
- g) Relation to existing and future land use in surrounding area.
- h) Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
- i) Proposed traffic and pedestrian circulation pattern, indicating both public and private streets and highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
- j) An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.
- k) Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.
- l) Site plan, showing approximate nonresidential building locations(s), various functional use areas, circulation, and their relationship.
- m) General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
- n) Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
- o) Projected schedule of site development.
- p) Evidence that the applicant has sufficient control over the land to carry out the proposed development.
- q) Regulation Text for development in the proposed Planned Development District. That text shall set forth and define the uses to be permitted in the proposed Planned Development District and the development standards applicable to the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PD.
- r) This Regulation Text shall only apply to the PD in question and all development within that PD. All appropriate regulatory

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areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:

- (i) All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.
- (ii) All maximum height and size requirements of buildings, mechanical areas and other structures.
- (iii) All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.
- (iv) All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.
- (v) All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.
- (vi) All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjoining areas.
- (vii) All proposed signage and graphic standards, including height, setback, square footage, colors, corporate logos and type.
- (viii) All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.
- (ix) All exterior architectural design standards, including material, color and styles.
- (x) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan;
- (xi) Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.
- (xii) Accessory structure standards and limitations.
- (xiii) Open space area, uses and structures, including proposed ownership and sample controlling instruments.
- (xiv) Any other regulatory area or matter deemed necessary

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or relevant by the Zoning Commission.

- (xv) The Regulation Text should contain the following provision: All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution.

4. Basis of Approval

In determining whether or not to approve an application for a PD, the reviewing authorities shall consider all relevant factors and circumstances including, without limitation, the following:

- a) Whether the proposed development is consistent in all aspects with the purpose, policies, criteria, intent, and standards of this Zoning Resolution;
- b) Whether the proposed development is in conformity with the applicable plans for the area or such portion thereof as may apply, or whether the benefits, improved arrangement and design of the development justify any deviation there from;
- c) Whether the proposed development promotes the public health, safety and general welfare of the Township and the immediate vicinity;
- d) Whether the proposed plan meets the design features contained in this Resolution;
- e) Whether the proposed development is in keeping with the existing or planned land use character and physical development potential of the area;
- f) Whether the proposed development will be compatible in use and appearance with surrounding or planned land uses;
- g) Whether the development will have a beneficial or an adverse effect upon the Township and other governmental services.
- h) Whether the area surrounding the development can be planned, zoned and developed in coordination and substantial compatibility with the proposed development.
- i) Whether the existing and proposed utility and governmental services are adequate for the population densities and nonresidential uses proposed.
- j) Whether the development promotes greater efficiency in providing public and utility services and encouraging innovation in the planning and building of all types of development;
- k) Whether the development can be made accessible through existing or future Township roadways without creating unreasonable traffic congestion in the immediate vicinity of the proposed development or elsewhere in the Township;
- l) Whether the development is located and designed in such a

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way as to minimize any unreasonable adverse impact on existing residential or agricultural areas of the Township; and

- m) Whether the benefits, improved arrangement and design of the property to be developed justify rezoning the property to the PD.

5. Effect of Approval

- a) The Zoning Plan, as approved by the Township Trustees, shall constitute a rezoning of the subject tract to the PD permitting development and use of said land and any structures thereon in accordance with the development standards contained in the Zoning Plan. However, in a PD, no use shall be established and no structure shall be constructed or altered on any part of said tract, until there is submitted to the Township a Development Plan for said part of said tract, and until the Development Plan is approved by the Township Trustees.
- b) The approval of the Zoning Plan shall be for a period of five (5) years, or for such other period as set forth in the approved Zoning Plan, to allow for the preparation of a required Development Plan(s). Unless the Board of Trustees approves such an extension of this time limit, upon the expiration of such period, no use shall be established and no building, structure or improvement shall be constructed until an application accompanied by a new Zoning Plan has been filed with and approved by the Township, and such application for approval shall be subject to the same procedures and conditions as an original application for the Zoning Plan approval. This new application shall comply with the terms of the Zoning Resolution then in effect at the time of filing, including, without limitation, any zoning amendments enacted from and after the date of the initial request to include the property within the PD. In addition, the Township Board of Trustees or Zoning Commission may initiate a zoning amendment to rezone the property or any portion thereof to its former (or another similar) classification upon expiration of the Zoning Plan approval period.

6. Extension of Time for Zoning Plan

Upon application by the owner(s), the Board of Trustees may extend the time limit provided by Section 500.08 5(b), above. Such extension may be given after application by the applicant showing the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved Zoning Plan, and that such extension is not in conflict with the general health, safety and welfare of the public.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

500.09 Development Plan

1. Application

In the PD, no use shall be established and no structure shall be constructed or altered until a Development Plan for each such use and/or structure has been approved by the Township Trustees. An application, in a form approved by the Board of Trustees, shall be completed by the property owner and submitted with the Development Plan. A total of 15 copies of the application and supporting material shall be submitted. The application form shall be provided by the Zoning Inspector. All mapping shall be prepared using the County's graphic standards.

2. Development Plan

In addition to the application required herein, 15 copies of the Development Plan shall be submitted with the application. The Development Plan, which may be submitted for the entire development or an individual phase, shall contain, in text and map form, the following information at a minimum:

- a) Proposed name of the development and its location;
- b) Names and addresses of owners and developers;
- c) Date, north arrow and Plan scale. Scale shall be one-inch equals 100 feet or larger scale;
- d) Boundary lines of the proposed development and the total acreage encompassed therein;
- e) Locations, widths and names of all existing public streets or other public ways, railroad and utility rights of way or easements, parks and other public open spaces, permanent structures, and section and corporation lines within or adjacent to the tract;
- f) Existing sewers, water mains, culverts and other underground facilities within the tract, adjacent to the tract or that will be used in developing the tract, indicating pipe sizes, grades and locations;
- g) The adjoining lines of adjacent tracts, parcels or lots;
- h) Residential density, dwelling types, nonresidential building intensity and specific uses to be included within the proposed development, specified according to area or specific building location;
- i) Existing ground configuration, drainage channels, wooded areas, watercourses and other significant physical features;
- j) Layout of proposed streets, including their names and rights of way, easements, sewers, water lines, culverts, street lighting and other major improvements;
- k) Layout, numbering and dimensions of lots if more than one;

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

- l) Anticipated building envelope and general architectural style and character of proposed structures;
- m) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant and for the dedications;
- n) Building setback lines with dimensions;
- o) Tentative street grades and sewer size slope;
- p) Traffic circulation, parking areas, curb cuts and pedestrian walks;
- q) Landscaping plans, including site grading and landscape design;
- r) Engineering feasibility studies of any anticipated problems which may arise due to the proposed development as required by the Zoning Commission;
- s) For other than detached single-family structures, provide:
 - (i) Drawings for buildings to be constructed in the current phase, including floor plans, exterior elevations and sections;
 - (ii) Color rendering of buildings(s), complete with a listing of all colors, including Pantone 1999-2000 Reference Numbers or if Pantone is not available, the manufacturer's reference/serial number with sample, and materials, with samples to be used;
 - (iii) Building locations depicting the bulk, height and spatial relationships of building masses with adjacent development;
 - (iv) Intended measures to screen rooftop mechanical equipment from view;
- t) A detailed signage and exterior lighting plan;
- u) Accommodations and access for emergency and firefighting apparatus;
- v) The management plan or mechanism to provide for the perpetual maintenance of all open space, landscaping, buffers and shared parking areas by the ultimate owner and/or user and the controlling instruments;
- w) Location of open space area and designation of intended uses; and
- x) Any additional information as may be required by the Zoning Commission.

3. Process For Development Plan(s) Approval

The application and supporting materials for the Development Plan approval shall be submitted to the Zoning Commission for hearing and recommendation. The Zoning Commission shall

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

establish a date for the hearing within a reasonable period of time following its receipt of the application and shall give the applicant written notice at least ten (10) days before the date of the hearing. The Zoning Commission shall make a recommendation for the approval, modification or denial of the application within a reasonable period of time after it is submitted. The recommendation shall be forwarded to the Board of Trustees. The Board of Trustees shall hold a hearing on the application within a reasonable period of time after its receipt of the recommendation and shall give the applicant written notice at least ten (10) days before the date of the hearing. The Board of Trustees shall render a decision on the application within a reasonable period of time after the recommendation and application have been submitted to the Board of Trustees for its action. In determination of its decision for approval or denial of the development plan the trustees shall consider whether or not the Development Plan is in substantial compliance with and consistent with the Zoning Plan for the property based upon the requirements in section 500.04.

4. Commencement of Development

Upon the approval of the Development Plan, the tract which is the subject of said Development Plan may be used and developed consistent with the approved Zoning Plan and the Development Plan. The approval of the Development Plan shall be for a period of three (3) years in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the commencement of construction following the issuance of certificate of zoning compliance. If no plat has been filed within this approval period (or, if platting is not required, if construction has not commenced) and unless the Board of Trustees approves an extension of this time limit, the Development Plan shall expire. Upon the expiration of the Development Plan, no use shall be established or changed and no building, structure or improvement shall be constructed until an application accompanied by a new Development Plan has been filed with and approved by the Township using the same procedures and criteria as established for the approval of the initial Development Plan.

5. Extension of Time for Development Plan

Upon application by the owner(s), the Board of Trustees may extend the time limit provided by Section 500.09 (4), above. Such extension may be given upon a showing of the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved Zoning Plan, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of the PD.

Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

6. Modification of Development Plan

An applicant seeking to modify an approved Development Plan shall file an application for Development Plan Modification utilizing the same procedures and criteria as established for the approval of the initial Development Plan. Modifications of a Development plan, not modifying the underlying zoning, shall be subject to the review and approval of the Zoning Commission only.

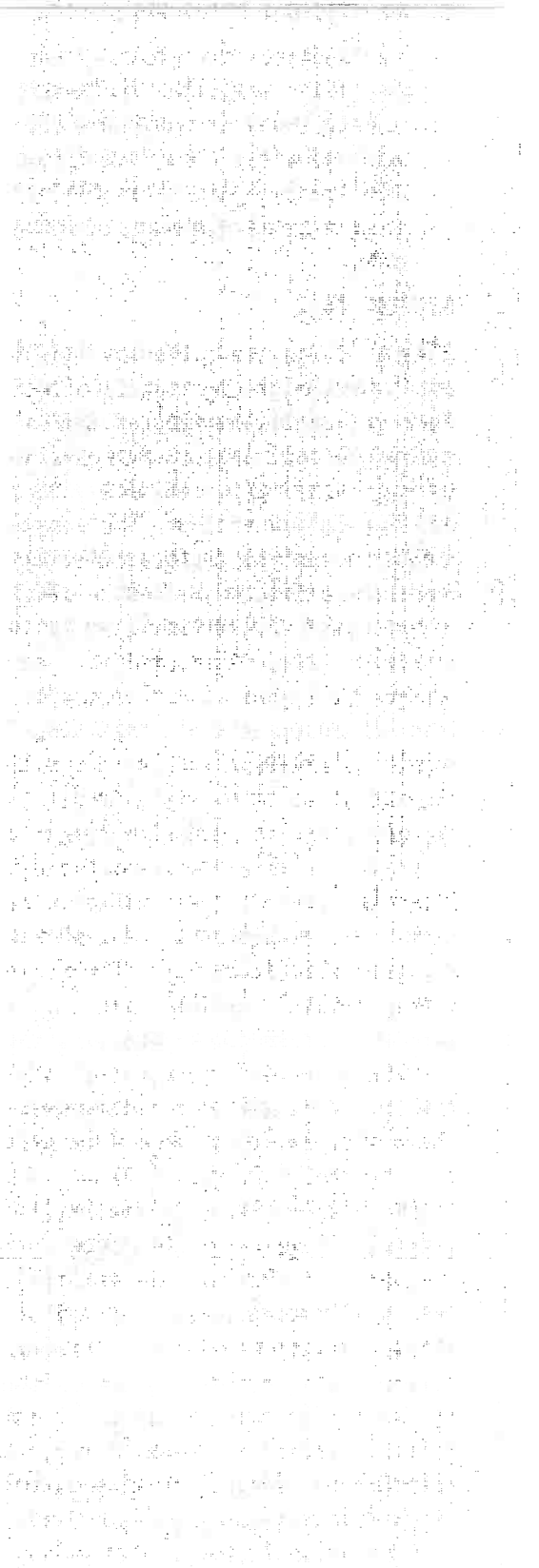
500.10 Fees

A fee as established by the Board of Trustees shall accompany an application requesting approval of the Zoning Plan or Development Plan. In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by Jerome Township in using professional consulting services to review the Zoning Plan and/or Development Plan. These expenses may include, without limitation, costs for professional consultants such as architects, landscape architects, planners and engineers utilized by the Township in connection with reviewing the Zoning Plan or Development Plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a Zoning Plan or Development Plan, the Zoning Commission shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Commission shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Commission shall send the applicant written notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Township Fiscal Officer or the Fiscal Officer's designee, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission shall consider the reasonable commercial rates of qualified professionals and reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services.

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500.11 Phases

A project which is the subject of the Zoning Plan may be approved for development in phases. Each phase shall require approval of a Development Plan for that phase pursuant to the procedures set forth herein. Unless otherwise specified in the Zoning Plan or absent an extension approved by the Board of Trustees, all phases shall be submitted for and receive Development Plan approval within the time frame set forth in Section 500.09 (4). An application for Development Plan approval for each phase of a project shall be annotated as to the as built conditions and shall be supplemented with an updated construction schedule. The phasing schedule shall be fully described in the Zoning Plan in a manner sufficient to give Township officials guidelines for the timing of future phases.



Note: The text, images and diagrams in this highlighted area are for clarification and explanation purposes only. See Section 135

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP- UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan
Application Materials

SECTION I Supplemental Information

- Application Form
- Adjacent Owners List
- Mailing Labels
- Zoning Legal Description
- Zoning Text
- Utility Summary
- Traffic Study- Memorandum of Understanding
- Sample Deed Restrictions

SECTION II Zoning Plan Documents

- Cover Sheet with Vicinity Map
- Illustrative Site Plan
- Existing Conditions
- Subarea Plan
- Open Space and Pedestrian Connectivity Plan
- Concept Site Plan
- Preliminary Utility Plan

LAURA M. COMEK LAW LLC

December 11, 2017

Via Email (mark.JTZO@icloud.com)

Mark Spagnoulo
9777 Industrial Parkway
Plain City, 43064

RE: Homewood Zoning (Pending)

Dear Mark:

Please allow this correspondence to follow up our brief discussion regarding the pending Homewood Zoning Application. As of this 11th day of December, our application is complete, and we'd ask to move forward through the Jerome Township process (and LUC) for January 2018.

Please let me know if you have any questions.

Very truly yours,

Laura MacGregor Comek

LAURA MACGREGOR COMEK, Esq.

300 E. Broad St., Ste 450 Columbus, Ohio 43215
614.560.1488 Laura@Comeklaw.com





Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480
Fax (614) 873-8664



Application Form

PUD Zoning

Office Use Only:	
Application #: <u>PD-17-126</u>	Date: <u>12-1-17</u>
Fee: \$ <u>5675.00</u>	Check #: <u>21610</u>

Agent / Applicant Information: Homewood Corporation

Agent / Applicant Name: c/o Laura Macgregor Cornick Date: Nov 30, 2017

Mailing Address: 300 E. Broad St., Suite 450

Email Address: laura@cornicklaw.com Phone: 614 560 1488

Property Information:

Property Address: 0 Industrial Pkwy # 10220 US42

Property Owner: Homewood Corporation & Natan Avora (Nimesh)

Parcel ID # (s) 150008008 0000 & 140033060 0000

Acreage: 83.5 Current Zoning: RU Subdivision Name: _____

PUD Zoning Information:

PUD Type Requested:

- Residential
- Commercial / Office
- Industrial
- Mixed-Use
- Modification of Existing PUD

Adjacent Land Uses:

North: RR, ORM - Commercial
 South: ORM, LDR, PD, LR
 East: US 33
 West: RR,

Proposed Utilities:

- Public Sewer
- On-Site Sewer
- Public Water
- Private Well

The undersigned certifies that this application and the attachments thereto contain all the information required by the Zoning Resolution and that all information contained within this application is true and accurate to the best of his/her knowledge. Applicant hereby certifies that they have legal ownership or legal control over the property to be re-zoned and agrees to be bound by the provisions of the Jerome Township Zoning Resolution.

Agent / Applicant Signature: [Signature] Date: 11-30-17

Property Owner Signature (if different from the Applicant): [Signature]



US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan
Adjacent Owners List

Parcel Number(s)	Owner	Address
140033060000 1400330510010	Nimesh and Nutan Arora	10220 US Highway 42, Marysville, OH 43040
1500350050000	Barbara L. Linkhorn	10182 Kimberly Dr. , Plain City, OH 43064
1400080040000	Billfish Ltd.	2375 Lane Woods Dr. , Columbus, OH 43221
1500080090000	Board of Trustees of Jerome Twp.	12200 Converse Rd., Plain City, OH 43064
1400330511000	Brunwood Investments LLC	8998 Turfway Bend Dr., Powell, OH 43065
1500350040000	Christopher & Linda McClaskie	10202 Kimberly Dr. , Plain City, OH 43064
1500350100000	Colleen & Catherine Muldoon	9790 Briarwood Dr. , Plain City, OH 43064
1500350020000	David & Janice Boone	10244 Kimberly Dr., Plain City, OH 43064
1400080111000	Deerfield Lands Inc.	PO Box 305, Grove City, OH 43123
1500350090000	Edward & Clarice Butler	9769 Briarwood Dr. , Plain City, OH 43064
1500330230000	Ellen Sosa	9999 Industrial Pkwy., Plain City, OH 43064
1500080070000	Elyn Properties Ltd.	9901 Industrial Pkwy., Plain City, OH 43064
1500330260000	Gary & Patricia Aliff	7953 Brock Rd. , Plain City, OH 43064
1500350060000	Gregory & Tamara Collier	10160 Kimberly Dr. , Plain City, OH 43064
1500350070000	Joseph & Su Bratton	10140 Kimberly Dr. , Plain City, OH 43064
1500350030000	Joseph M. Kuntz	10222 Kimberly Dr., Plain City, OH 43064
1500350010000	Karlos K Fulton Jr.	1799 W. 5th Ave. , Columbus, OH 43212
1400330470000		
1400330460000		
1400330450000		
1400330440000		
1400330430000		
1400330390000		
1500330380000	New California Corner LLC	6295 Cosgray Rd., Dublin, OH 43016
1500330370000		
1500330360000		
1500330350000		
1500330340000		

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan
Adjacent Owners List

Parcel Number(s)	Owner	Address
1500330280010 1500330620000 1500330320000 1500330330000	Ralph E. Smucker	154 N. Chillicothe St., Plain City, Oh 43064
1400330480000	Richard & Vickie Johnston	1041 Ediburgh Cv., London, OH 43140
1400330490010	Richard & Vickie Johnston	8089 Calhoun Rd., Ostrander, OH 43061
1500350080000	Roosevelt & Donella Scales	10120 Kimberly Dr. , Plain City, OH 43064
1700080050000 1400080110000	Sean & Susan Cashman	10040 Brock Rd., Plain City, Ohio 43064

Nimesh and Nutan Arora
or current resident
10220 US Highway 42
Marysville, OH 43040

Richard & Vickie Johnston
or current resident
1041 Edinburgh Cv.
London, OH 43140

Gary & Patricia Aliff
or current resident
7953 Brock Rd.
Plain City, OH 43064

Board of Trustees of Jerome Twp.
or current resident
12200 Converse Rd.
Plain City, OH 43064

Joseph M. Kuntz
or current resident
10222 Kimberly Dr.
Plain City, OH 43064

Gregory & Tamara Collier
or current resident
10160 Kimberly Dr.
Plain City, OH 43064

Edward & Clarice Butler
or current resident
9769 Briarwood Dr.
Plain City, OH 43064

Deerfield Lands Inc.
or current resident
PO Box 305
Grove City, OH 43123

Brunwood Investments LLC
or current resident
8998 Turfway Bend Dr.
Powell, OH 43065

New California Corner LLC
or current resident
6295 Cosgray Rd.
Dublin, OH 43016

Ralph E. Smucker
or current resident
154 N. Chillicothe St.
Plain City, OH 43064

Karlos K Fulton Jr.
or current resident
1799 W. 5th Ave.
Columbus, OH 43212

Christopher & Linda McClaskie
or current resident
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Plain City, OH 43064

Joseph & Su Bratton
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US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan
Legal Description

ZONING DESCRIPTION
83.45 ACRES

Situate in the State of Ohio, County of Union, Township of Jerome, being all of that 79.082 acre tract conveyed to Homewood Corporation by deed of record in Official Record 552, Page 167, all those Parcel I and Parcel II conveyed to Nimeah Arora and Nutan Arora by deed of record in Official Record 153, Page 435, (all references refer to the records of Union County Recorder's Office) being more particularly described as follows:

BEGINNING in the centerline of Industrial Parkway at the southerly corner of said 79.082 acre tract, being the easterly corner of that subdivision entitled "Kimberly Woods", of record in Plat Book 3, Page 362;

Thence North $48^{\circ} 52' 20''$ West, with said centerline, the southwesterly line of said 79.082 acre tract, a distance of 1516.38 feet to a point at the southerly corner of that tract conveyed to Shepherd Land Holding Co. by deed of record in Official Record 848, Page 711;

Thence North $46^{\circ} 19' 11''$ East, with the line common to said 79.082 acre tract and said Shepherd Land Holding Co. tract, a distance of 160.76 feet to a point;

Thence North $48^{\circ} 44' 53''$ West, continuing with said common line, a distance of 124.60 feet to a point at the southerly corner of Lot 1 of that subdivision entitled "New California Subdivision", of record in Survey Record 6, Page 470 (Union County Engineer's Office);

Thence North $38^{\circ} 30' 23''$ East, with the line common to said 79.082 acre tract and said "New California Subdivision", a distance of 1016.30 feet to a point at the southerly corner of said Parcel I;

Thence North $51^{\circ} 31' 08''$ West, with the southwesterly line of said Parcel 1, a distance of 265.35 feet to a point in the southeasterly limited access right-of-way line of U.S. Route 42;

Thence with the perimeter of said Parcel 1, Parcel 2 and 79.082 acre tracts, being the limited access right-of-way lines of said U.S. Route 42 and U.S. Route 33, the following courses and distances:

North $46^{\circ} 31' 44''$ East, a distance of 173.63 feet to a point;

North $46^{\circ} 38' 36''$ East, a distance of 278.24 feet to a point in the southwesterly limited access right-of-way line of U.S. Route 33;

North $61^{\circ} 38' 41''$ East, a distance of 76.46 feet to a point;

South $71^{\circ} 32' 00''$ East, a distance of 471.83 feet to a point;

South $71^{\circ} 33' 46''$ East, a distance of 110.52 feet to a point;

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan
Legal Description

South 63° 09' 57" East, a distance of 319.90 feet to a point at the northeasterly corner of that tract conveyed to Deerfield Lands Inc. by deed of record in Official Record 331, Page 80;

South 45° 48' 40" East, with said limited access right-of-way line, a distance of 774.51 feet to a point;

Thence South 37° 51' 17" East, with the line common to said 79.082 acre tract and said Deerfield Lands Inc. tract, a distance of 597.39 feet to a point at the northerly corner of that tract conveyed to Sean P. Cashman and Susan B. Cashman by deed of record in Instrument Number 201610250008726;

Thence South 51° 17' 59" West, with the line common to said 79.082 acre tract and said Cashman tract, a distance of 380.89 feet to a point at the northerly corner of said "Kimberly Woods";

Thence South 51° 41' 22" West, with the line common to said 79.082 acre tract and said "Kimberly Woods", a distance of 1482.88 feet to the POINT OF BEGINNING, containing 83.45 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

INTRODUCTION

The Site is comprised of approximately 83.5 acres located west of US 33, south of US 42, east of Industrial Parkway and north of the Kimberly and Briarwood Drive subdivision. The Site is zoned RU, Rural Residential. The proposed PUD zoning plan provides for mixed use: office, local retail and varied residential uses, consistent with the Jerome Township Comprehensive Plan. A clustered neighborhood design is proposed for residential Subareas B and C which provide a gradual transition from the more intense office and commercial uses along US 42 in Subarea A to single family uses in Subarea D and the existing township single family residential subdivision to the south/south east.

Subarea A – 29.1 acres, Office, Research and Medical and Local Retail Uses

Subarea B – 10.6 acres, Attached Residential Condominiums

Subarea C – 17.8 acres, Attached and Detached Residential Condominiums

Subarea D – 26 acres, Single Family Residential

This development achieves the intent of the Planned Development District by promoting the following:

- Provides a mixed-use development incorporating office, commercial and a range of residential living options.
- Provides development standards that protect the unique natural qualities of the site by preserving existing natural areas with larger riparian buffers and incorporating additional open space and pedestrian connectivity throughout the development. This development exceeds the open space and buffer/preservation requirements of code.
- Provides more extensive design guidelines that ensure the development is at an equal or greater quality level and compatible with adjacent properties.
- Provides an arrangement of land uses that are compatible to and transition from more intense vehicular corridors to less intense adjacent properties.
- Provides a range of land uses that enhance the economy of the Township by offering sites for a variety of employment opportunities and providers of goods and services.
- Encourages a unified development project through creative planning and design standards not achievable through standard zoning districts.
- Preserves existing environmental features.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

I. COMMITMENTS APPLICABLE TO ALL SUBAREAS

A. Open Space and Pedestrian Connectivity

1. Open space shall be provided as shown on the Open Space and Pedestrian Connectivity Plan.
2. An eight-foot wide path shall be provided along the north side of Road A and the south side of Road B.
3. A four-foot wide sidewalk shall be provided along one side of all internal drives in Subareas B and C and the sidewalk(s) shall connect to the pedestrian paths along Road A and Road B.
4. A five-foot wide sidewalk shall be provided along one side of Road C and Road D in Subarea D and the sidewalk shall connect to the pedestrian paths along Road A and Road B.
5. Maintenance for the open space and sidewalks internal to each subarea shall be the responsibility of the Subarea Owners' Association.
6. Maintenance for the pedestrian paths along Road A and Road B shall be by the Master Owners Association.
7. The entrance feature on Industrial Parkway shall be the responsibility of the Master Owners Association.

II. SUBAREA A USES and STANDARDS

Subarea A totals approximately 29.1 Acres and is planned for a mix of office, local retail and other commercial uses.

A. Permitted and Conditional Uses

1. ORM-Office/Research/Medical District permitted uses per Section 440.01 and conditional uses per Section 440.02 of the Jerome Township Zoning Resolution.

LR-Local Retail District permitted uses per Section 455.01 and conditional uses per Section 455.02 of the Jerome Township Zoning Resolution.

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

B. Lot Size

1. The minimum lot size in Subarea A shall be 1.0 acre.
2. The minimum lot width of any platted lot with both frontage and access to a public right of way shall be 150 feet. Internal lots not fronting a public street are exempt from this requirement.

C. Maximum Lot Coverage: The total ground area occupied by all buildings and structures shall not exceed a maximum of 35% of the total area of the lot.

D. Setbacks

1. In Subarea A-1, the building, parking and vehicular circulation setback shall be 40 feet from the property line along US 33.
2. In Subarea A-1, the building setback shall be 50 feet and the parking and vehicular circulation setback shall be 30 feet from the property line along US 42.
3. In Subarea A-1, the building setback shall be 50 feet and the parking and vehicular circulation setback shall be 20 feet from the property line along the Subarea B boundary.
4. In Subarea A-1, the building setback shall be 40 feet and the parking and vehicular circulation setback 20 feet from internal streets or roads.
5. In Subareas A-1 and A-2, the building, parking and vehicular circulation setbacks shall be 10 feet from the property line of adjacent parcels located along US 42 and Industrial Parkway. If these lots/areas are combined with adjacent lots along US 42 and Industrial Parkway the setback shall not be required.
6. If separate lots are created within Subarea A-1 and A-2, buildings shall be setback (front, rear or side) 5 feet from any internal property line or as otherwise required by the State Building Code. Internal parcels shall not have parking and vehicular circulation setbacks.
7. In Subarea A-2, the building setback shall be 50 feet and the parking and vehicular circulation setback shall be 20 feet along the Subarea C boundary.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP- UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

E. Building and Development Standards

The general JTZR Chapter 440.04 standards shall apply except as follows:

1. 440.04(4)(a) Main Entries - All buildings shall be designed and located on the lot with the main entrance visible from the street. In a development where more than one building is served by an internal roadway network, the main entry of individual buildings are permitted to front the interior circulation drive. The main entrance of each building or multi-tenant buildings shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, change in building materials, awnings, canopies or other such architectural features.
2. 440.04(4)(b) Blank Walls - shall apply, however this section shall not be construed to require 4-sided architecture.

F. Loading Delivery and Service Areas: Loading, delivery and service area shall meet the standards set forth in JTZR Section 440.05. Internal screening between or among lots shall not be required.

G. Off-Street Parking: Off street parking shall be provided per JTZR 440.06 in accordance with the type of use as defined in JTZR Section 610.

H. Landscaping

1. Landscaping shall be provided per JTZR Sections 440.07 and 620 except as provided herein.
2. Entry features with landscaping shall be provided at each entrance into Subareas A-1 and A-2 from Road A. Design for the entry features and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. Street trees shall be provided at a ratio of 1 tree per 50 linear feet along Road A. In areas where there are existing trees along the road, no additional street trees shall be required. Street trees may be equally spaced or planted in groupings as presented at time of final development plan. Minimum tree caliper at install shall be 2 inches.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

I. Signage: Signage shall comply generally with JTZR 440.08 except as follows:

1. Joint identification signs, monument style, shall be permitted at each entry to Subareas A-1 and A-2. The joint identification sign shall not exceed 10 feet in height excluding a maximum 3-foot masonry base. Total graphic area shall not exceed 100 square feet per face, each user having up to 20 square feet of graphic sign area (per side) and an anchor tenant (no additional graphic area limit within the total graphic area set forth herein.)
2. Minimum distance between monument signs shall not apply.

J. Lighting: Exterior lighting shall conform to JTZR Sections 440.09 and 630 except as follows:

1. The total height of exterior light fixtures used for parking lots shall not exceed a maximum of eighteen feet in height established from the average finished grade surrounding the light fixture.
2. All light fixtures shall be a cutoff fixture, bronze or black in color and of the same or similar manufacturer within the subarea.

II. SUBAREA B USES AND STANDARDS

Subarea B totals approximately 10.6 acres and is planned for attached residential condominium units.

A. Density: Total unit count shall not exceed 59 residential dwelling units.

B. Permitted Uses

1. Attached residential condominium units shall not exceed four units per building.
2. Accessory buildings and uses normally associated with a permitted use.
3. Open space and recreational areas including accessory facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
4. Model homes and sales offices.

C. Building and Pavement Setbacks

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP- UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

1. The building, parking and vehicular circulation setback shall be 40 feet from the property line along US 33.
2. The building, parking and vehicular circulation setback shall be 25 feet along the shared Subarea A/northerly property line and Road A right of way.
3. The building, parking and vehicular circulation setback shall be 30 feet from the southerly property line.
4. No building shall be located closer than 12 feet to an adjacent building or accessory structure.
5. The front of a residential building shall be setback a minimum of 20 feet from any interior drive to allow adequate space to park a car in front of the garage.

D. Lot Width - shall not apply.

E. Maximum Lot Coverage: The total ground area occupied by all buildings and structures shall not exceed a maximum of 35% of the total area of Subarea B.

F. Residential Building Standards

1. General: Each unit shall be a minimum of 1,000 square feet. Minimum square footage is exclusive of the garage.
2. Materials
 - a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber and/or cement siding and trim, hardi-plank, smart siding or other similar materials, and/or decorative synthetic millwork.
 - b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high quality roofing materials may be utilized.
3. Garages and Parking
 - a. All homes will have at least a one car garage and one off street parking space in the driveway.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

b. Additional on street parking spaces shall be provided at a ratio of 1 space for every five units.

4. Roofs: Roof slopes to be min. 6/12 except porch roofs which may be less.

5. Windows and Shutters

a. Windows without shutters shall be wrapped with trim

b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

G. Residents Association: Applicant shall establish a forced and funded Subarea B Owners Association responsible for maintenance of amenities common to the overall Subarea.

H. Landscaping

1. Landscaping shall be provided per Section 620 of the Jerome Township Zoning resolution.

2. Entry features with landscaping shall be provided at each entrance into Subarea B from Road A. Design for the entry features and landscaping shall be provided at time of final development plan.

3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.

4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.

5. One tree per unit shall be provided throughout the subarea, randomly grouped or spaced.

6. A minimum 6-foot tall solid fence shall be installed along US 33.

7. A 3-4 -foot tall earth mound shall be installed (with breaks permitted for drainage) along the south property line. The earth mound shall be planted with evergreen trees spaced 20 feet on center with a minimum height of 6 feet at install. Trees may be clustered or planted in groupings as long as the total number of trees planted meets the requirement contained herein.

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

I. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the Jerome Township Zoning Resolution.
2. Street lighting shall be provided at each private street intersection that shall not exceed a maximum of eighteen feet in height established from the average finished grade.
3. Each unit shall have one light at the front door. This may be a coach light or can light (located in the ceiling) of the front porch or stoop cover.

III. SUBAREA C USES AND STANDARDS

Subarea C totals approximately 17.8 acres and is planned for attached or detached residential condominium units marketed toward empty nesters. The following development standards shall apply:

A. Density: Total unit count shall not exceed residential dwelling units.

B. Permitted Uses

1. Attached or detached residential condominium units containing not more than two units per building.
2. Open space and recreational areas including accessory structures/uses/facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
3. Model homes and sales offices.

C. Building and Pavement Setbacks, Lot Width

1. The building, parking and vehicular circulation setback shall be 110 feet from the centerline of Industrial Parkway.
2. The building shall be 40 feet and the parking and vehicular circulation setback shall be 20 feet from the Road A right of way.
3. The building, parking and vehicular circulation setback shall be 25 feet from Road B right of way.

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

4. No building shall be located closer than 10 feet to an adjacent building or accessory structure.
5. The front of a residential building shall be setback a minimum of 20 feet from any interior drive to allow adequate space to park a car in front of the garage.
- D. **Maximum Lot Coverage** : The total ground area occupied by all buildings and structures shall not exceed a maximum of 35% of the total area of the lot.

E. Residential Building Standards

1. **General**: Each unit shall be a minimum of 1,200 square feet. Minimum square footage is exclusive of the garage, which shall be governed by JTZR Section 645.
2. **Materials**
 - a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber cement siding and trim, hardi plank, smart siding or other similar materials, and/or decorative synthetic millwork.
 - b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high quality roofing materials may be utilized.
3. **Garages and Parking**
 - a. All homes will have at least a one car attached garage and one off street parking space in the driveway. No greater than 30 percent of the homes may have a one car garage, with the balance being a two car garage.
 - b. Additional off street parking spaces shall be provided at a ratio of 1 space for every five units.
4. **Roofs**: Roof slopes to be min. 6/12 except porch roofs which may be less.
5. **Windows and Shutters**
 - a. Windows without shutters shall be wrapped with trim
 - b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP- UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

F. Residents Association: Applicant shall establish a forced and funded Subarea C Owners Association responsible for maintenance of amenities common to the overall Subarea.

G. Landscaping

1. Landscaping shall be provided per Section 620 of the Jerome Township Zoning resolution, in effect at the time of zoning.
2. Entry features with landscaping shall be provided at the entrance into Subarea C from Road B. Design for the entry features and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. One street tree per unit shall be provided along all private streets. Minimum tree caliper at install shall be 2 inches.

H. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the Jerome Township Zoning Resolution.
2. In lieu of street lights, a yard light on a post, black or bronze in color, shall be located in the front yard of each lot.

IV. SUBAREA D USES AND STANDARDS

Subarea D totals approximately 26 acres and is planned for single family residential homes on lots.

A. Density: Total unit count shall not exceed 41 residential dwelling units.

B. Permitted Uses

US 42 / INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMEWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

1. Single family homes with one principle living structure per lot.
2. Accessory buildings and uses normally associated with a permitted use.
3. Open space and recreational areas including accessory facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
4. Model homes and sales offices.

C. Setbacks

1. Subarea Perimeter Setbacks:

- a. The building, parking and vehicular circulation setback shall be 110 feet from the centerline of Industrial Parkway.
 - b. The building, parking and vehicular circulation setback shall be 25 feet from Road A and Road B rights of way.
 - c. The building, parking and vehicular circulation setback shall be 30 feet from the south property line adjacent to lots along Briarwood and Kimberly Drives and the Cashman Property.
2. Front building setbacks shall be 25 feet from Roads C and D.
 3. Rear building setback shall be 30 feet.
 4. Side yard setbacks shall be 6 feet per side on internal lots.
 5. No building shall be located closer than 12 feet to an adjacent building or accessory structure.

D. Lot Width and Depth

1. The minimum lot width shall be 80 feet at the front building setback with a minimum lot width of 50 feet at the right of way.
2. The minimum lot depth shall be 130 feet.

E. Maximum Lot Coverage: The total ground area occupied by all buildings and structures shall not exceed a maximum of 35% of the total area of the lot.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP- UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

F. Residential Building Standards

1. General: Each unit shall be a minimum of 1,200 square feet for single story and 1600 for two story homes. Minimum square footage is exclusive of the garage, which shall be governed by JTZR Section 645.
2. Materials
 - a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber cement siding and trim, hardi plank, smart siding or other similar materials, and/or decorative synthetic millwork.
 - b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high quality roofing materials may be utilized.
6. Garages and Parking: All homes will have a minimum two car attached garage and two off street parking space in the driveway.
7. Roofs: Roof slopes to be min. 6/12 except porch roofs which may be less.
8. Windows and Shutters
 - a. Windows without shutters shall be wrapped with trim
 - b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

G. Residents Association

1. Applicant will establish a forced and funded Subarea D Owners Association responsible for maintenance of amenities common to the overall community.
2. Sample deed restrictions are attached.

H. Landscaping

1. Landscaping shall be provided per Section 620 of the Jerome Township Zoning resolution.

US42/INDUSTRIAL PARKWAY PARCEL
JEROME TOWNSHIP - UNION COUNTY, OHIO
HOMWOOD CORPORATION

PD - Planned Development District and Preliminary Plan (PD _____)

2. Entry features with landscaping shall be provided at each entrance into Subarea D from Roads A and B. Design for the entry features and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. Street trees shall be provided at a ratio of 1 tree per 50 linear feet along Roads A, B C and D. In areas where there are existing trees, no additional street trees shall be required. Street trees may be equally spaced or planted in groupings as presented at time of final development plan. Minimum tree caliper at install shall be 2 inches.
6. A 3-4 foot tall earth mound shall be installed (with breaks permitted for drainage and easements) along the south property line adjacent to the Kimberly Woods Subdivision. The earth mound shall be planted with evergreen trees spaced 20 feet on center with a minimum height of 6 feet at install. Trees may be clustered or planted in groupings as long as the total number of trees planted meets the requirement contained herein.

I. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the Jerome Township Zoning Resolution.
2. In lieu of street lights, a yard light on a post, black or bronze in color, shall be located in the front yard of each lot.



Engineers, Surveyors, Planners, Scientists

Utility Feasibility Summary
Jerome Township – US 42/33 Parcel
Jerome Township, Union County, Ohio
11/29/17

The following is a summary of the proposed utilities:

Sanitary Sewer

The proposed development will utilize a system of underground sanitary sewers to provide service to each of the Subareas. The proposed sanitary sewer system will connect to the existing 18" and 24" sanitary sewer located along the southern property line on the north side of Industrial Parkway. The entire site acreage is tributary to this sanitary sewer. The proposed sanitary sewers will be designed to City of Marysville, Union County and Ohio EPA standards.

Water

The proposed development will utilize a system of underground water mains to provide service to each of the Subareas. The proposed water mains will connect to the existing water mains located at the south and west portions of the property. The southern connection will be to an existing 16" water main located along the north side of Industrial Parkway. The western connection will be to an existing 16" water main located along the east side of US 42.

Storm Water

Storm water management will be provided utilizing the proposed onsite basins located throughout the site. The basins will be designed to meet the water quality and detention requirements of Union County and the Ohio EPA. The proposed basins may be a combination of wet ponds, wetland basins, sand filters, bioretention basins and/or other infiltration bmp (i.e. pervious pavement) as necessary in order to meet the necessary groundwater recharge mitigation for the proposed development required by the Ohio EPA Big Darby Creek General Construction Permit. Final details for each basin will be provided at the time of final engineering. A storm sewer system will be constructed to collect and outlet storm water from the proposed development to the basins. The storm water basin facilities will outlet to the existing stream located within the site and ultimately to the existing storm culverts under Industrial Parkway along the south portion of the site. The proposed storm water system will be designed to meet the necessary requirements of Union County and the Ohio EPA.

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November 30, 2017

Mr. Bill Narducci, P.E.
Engineering Manager
Union County Engineers Office
233 W. 6th Street
Marysville, Ohio 43040

Subject: Jerome Township US 42/33 Site TIS
Revised Memorandum of Understanding

Dear Mr. Narducci,

This updated Memorandum of Understanding documents the scope of the above captioned traffic study based on discussions with Union County Engineers Office personnel. We will prepare a Traffic Impact Study (TIS) for the planned mixed-use site along Industrial Parkway in Union County, Ohio. The site is located on the southeast side of US 33/US 42 interchange with frontage along US 42 west of the interchange and on Industrial Parkway just south of the US 42 intersection. This Memo of Understanding (MOU) summarizes how the TIS will be prepared for Union County review in accordance with County TIS guidelines. A current site plan is attached for reference.

Based on our understanding of the project as well as County and ODOT TIS requirements, we anticipate preparing the traffic study based on the following tasks and methodology:

Data Collection

Background traffic levels have been determined from recent traffic counts performed for this and other adjacent projects. Morning and afternoon peak hour turning movement counts (7-9AM, 4-6 PM) will be performed at the Industrial Parkway/Brock Road intersection. A previous count at US 42/Industrial Parkway is attached for reference.

Observed and available traffic count data will be increased to 2019 opening and 2039 design year conditions based on available growth rate data, applied linearly. Using a comparison of design traffic for the planned US 42/Industrial Parkway intersection improvements, it was noted that an increase from 7,280 peak hour (combo of AM/PM) to 14,470 peak hour trip ends. This increase was calculated as a 5.0% annual increase over 20 years from 2020 to 2040. However, removing the expected peak hour volume contributions from this site (1569 veh) as well as one third of the peak hour trips from the trucking site on Industrial Parkway (575 veh) assigned to the US 42 intersection, the background growth rate (other than these two sites) adjusts to 2.67 % annually for the same twenty year period. Consequently, we propose to use a 2.67% annual growth rate for background traffic for this study area, applied linearly. Crash data will not be obtained or analyzed as part of this study. Traffic count data is attached for reference.

Trip Generation and Assignment

New trips expected to be generated by the development will be determined for this project according to traffic data found in the ITE *Trip Generation* manual, 9th ed. (Institute of Transportation Engineers, 2012). Trip data is summarized below and is based on square footage and land use assumptions planned for this site. The procedures contained in *Trip Generation*, 9th ed. (Institute of Transportation Engineers, 2012) will be used to assign traffic to the adjacent street network. It is expected that this site will have 11,000 square feet of retail space and a sit-down restaurant, 140,000 square feet of general office space and 60,000 square feet of medical-dental office, 59 townhomes, 40 age-targeted condos and 41 single family homes on approximately 86 acres. **Table 1** below illustrates the expected trip generation for the proposed site.

Table 1: Expected Trip Generation

Land Use	Sq. Feet or Units	ITE Code	Time Period	ITE Formula	Total Trips	Trips Entering	Trips Exiting
<u>Single Family - Detached</u>	41 units	210	ADT	$\ln(T)=0.92\ln(x)+2.72$	462	231	231
			AM Peak	$T=0.70(x)+9.74$	38	10	28
			PM Peak	$\ln(T)=0.90\ln(x)+0.51$	47	30	17
<u>Condo/Townhouse</u>	59 units	230	ADT	$\ln(T)=0.87\ln(x)+2.46$	406	203	203
			AM Peak	$\ln(T)=0.80\ln(x)+0.26$	34	6	28
			PM Peak	$\ln(T)=0.82\ln(x)+0.32$	39	26	13
<u>Senior Adult Housing (Detached)</u>	40 units	251	ADT	$\ln(T)=0.89\ln(x)+2.06$	210	105	105
			AM Peak	$T=0.17(x)+29.95$	37	13	24
			PM Peak	$\ln(T)=0.75\ln(x)+0.35$	23	14	9
<u>Office</u>	140,000 sf	710	ADT	$\ln(T)=0.76\ln(x)+3.68$	1,696	848	848
			AM Peak	$\ln(T)=0.80\ln(x)+1.57$	250	220	30
			PM Peak	$T=1.12(x)+78.45$	235	40	195
<u>Medical-Dental Office</u>	60,000 sf	720	ADT	$T=40.89(x) - 214.97$	2,238	1,119	1,119
			AM Peak	Average Rate = 2.39	143	113	30
			PM Peak	$\ln(T)=0.90\ln(x)+1.53$	184	52	132
<u>Shopping Center</u>	80,000 sf	820	ADT	$\ln(T)=0.65\ln(x)+5.83$	5,874	2,937	2,937
			AM Peak	$\ln(T)=0.61\ln(x)+2.24$	136	See Below	
			PM Peak	$\ln(T)=0.67\ln(x)+3.31$	516	See Below	
			100%	AM Primary Trips	136	84	52
			0%	AM Pass-By Trips	0	0	0
			66%	PM Primary Trips	340	163	177
			34%	PM Pass-By Trips	176	88	88
<u>High-Turnover Sit-Down Restaurant</u>	5,000 sf	932	ADT	Average Rate = 127.15	636	318	318
			AM Peak	Average Rate = 10.81	54	See Below	
			PM Peak	Average Rate = 9.85	49	See Below	
			67%	AM Primary Trips	36	20	16
			33%	AM Pass-By Trips	18	9	9
			57%	PM Primary Trips	27	16	11
			43%	PM Pass-By Trips	22	11	11

The first phase (interim condition) of development is expected to be an 8.3-acre site up against the US42/US 33 interchange that will utilize the current, full movement driveway on US 42. The development is expected to consist of 60,000 sq. ft. of medical offices, 11,000 sq. ft. of retail space and a 5,000 sq. ft. sit-down restaurant.

Peak hour trips generated by the site during full operation will be assigned to the existing street system according an assumed traffic distribution based on the traffic count data and knowledge of the adjacent street network and US 33 interchange access. Separate distributions have been developed for the office component that are different than the residential and retail components. As illustrated in Table 2, these distributions are estimated to be:

Table 2: Expected Trip Distribution

Land Use	to/from East (US 33)	to/from South (Ind.Pkwy)	to/from West (US 42)
Residential/Retail	60%	30%	10%
Office	80%	15%	5%

The full build site traffic assignment will be prepared for morning and afternoon peak hours for 2019 opening and 2039 design year conditions. Peak hour trip assignments will be used to prepare intersection capacity analyses for this project.

Other Development Traffic

Additional off-site traffic generation from the potential truck distribution site on Industrial Parkway site south of US 42 will be included as 'Other Development' traffic. Additionally, to account for the undeveloped or likely to be redeveloped 8 acres fronting US 42 west of the site and fronting Industrial Parkway just south of US 42, a total of 80,000 square feet of retail (shopping center) land use [8 acres @ 10,000 sq.ft./acre] will be plugged into this study as 'Other Development' traffic as well. These assumptions should properly model anticipated and likely to occur developments in immediate proximity to this site that contribute traffic at the US 42/Industrial Parkway intersection. The outlot traffic will be assigned to the street network based on the same distribution used for site traffic due to the close proximity.

Analysis and Recommendations

Once opening and design year traffic volumes have been established for the study area, analyses will be performed to assess the ability of the existing road system and proposed access system to accommodate those volumes. The analytical focus of the study will be on expected level of service and evaluating warrants for dedicated turn lanes at the proposed site drive on Industrial Parkway. A signal warrant will be completed at the Industrial Parkway/Drive 2 intersection. Capacity analyses will be prepared at the following intersections:

- Industrial Parkway @ US 42
- US 42 @ Site Drive 1 (All In, Right-Out Only)
- Industrial Parkway @ Site Drive 2
- Industrial Parkway @ Brock Road

Capacity analyses will be performed to identify any degradation of intersection operations due to the addition of site-generated traffic in 2019 opening year and 2039 design year conditions. **NOTE:** At the US 42/Industrial Parkway intersection, planned lane additions by ODOT to address safety and capacity deficiencies will be assumed to exist in the 2039 Design Year only. In the 2019 Opening Year, existing conditions at US 42/Industrial Parkway will be assumed as current. Strategies for mitigating capacity deficiencies will be analyzed and discussed, if necessary. Turn lane warrants will be evaluated based on the requirements set forth in the Location and Design Manual (Ohio Department of Transportation, 2010). Lengths of warranted turn lanes will be determined using the Location and Design Manual § 401 (ODOT, 2010) methodology.

An interim analysis for opening year conditions only will be made for the planned first phase of commercial development at the US 42/US 33 within this site that plans to utilize the current hotel/Woody's access driveway connection to US 42 until full, five lane improvements are made to US 42 as intended. This analysis will layer interim site traffic volumes onto 2019 background traffic and analyze at the 'Site Drive 1' intersection with full access assumed as it is currently utilized.

Traffic Signal Warrant Analysis

A traffic signal warrant analysis will be completed for the planned Site Drive 2 intersection on Industrial Parkway based on estimated site traffic combined with projected traffic on Industrial Parkway. An Eight Hour traffic signal warrant analysis will be assessed using thresholds established by the Ohio Manual of Uniform Traffic Control Devices § 4C (Ohio Department of Transportation, 2005) (OMUTCD). Hourly egress traffic from the Drive 2 location will be projected and compared to volume criteria specified in Warrant 1 A/B, Eight-Hour Warrant. A right turn reduction factor will be applied in accordance with the Traffic Engineering Manual § 402-5 (Ohio Department of Transportation, 2010).

Traffic Assignment – Percent Impact/Contribution

A calculation of percent site traffic compared to total traffic will be made at the two existing Industrial Parkway intersections (US 42 and Brock Road) based on the average of Design Year Build AM and PM Peak traffic volumes. This data can be used to understand the percentage of impact and potential contribution of site traffic and 'Other Development' trip generation at these two intersections.

Sight Distance Evaluation


Intersection sight distance requirements for the proposed site access points will be measured in the field based on guidelines set forth in the Location and Design Manual § 201.3 (Ohio Department of Transportation, 2010). Sight distance exhibits using available county GIS data illustrating intersection sight distance will be prepared for the planned site driveway locations.

Reports and Documentation

A report will be prepared documenting the findings and methodology of the traffic impact study. Recommendations will be developed that will identify the level (percent of 2039 Build) of traffic contribution for this site at each study area intersection. The recommendations will specify off-site improvements needed for Opening Year with no improvements anticipated at the US 42/Industrial Parkway intersection, as well as Design Year with planned improvements there. The report will be submitted to Union County Engineers Office and to ODOT District Six for review and approval.

Please signify your concurrence with the proposed work tasks and assumptions outlined herein by signing below and returning this MOU to me. Should questions or comments arise during your review of this memorandum or if I may be of further assistance in this matter, please contact me directly at (614) 775-4650.

Sincerely,



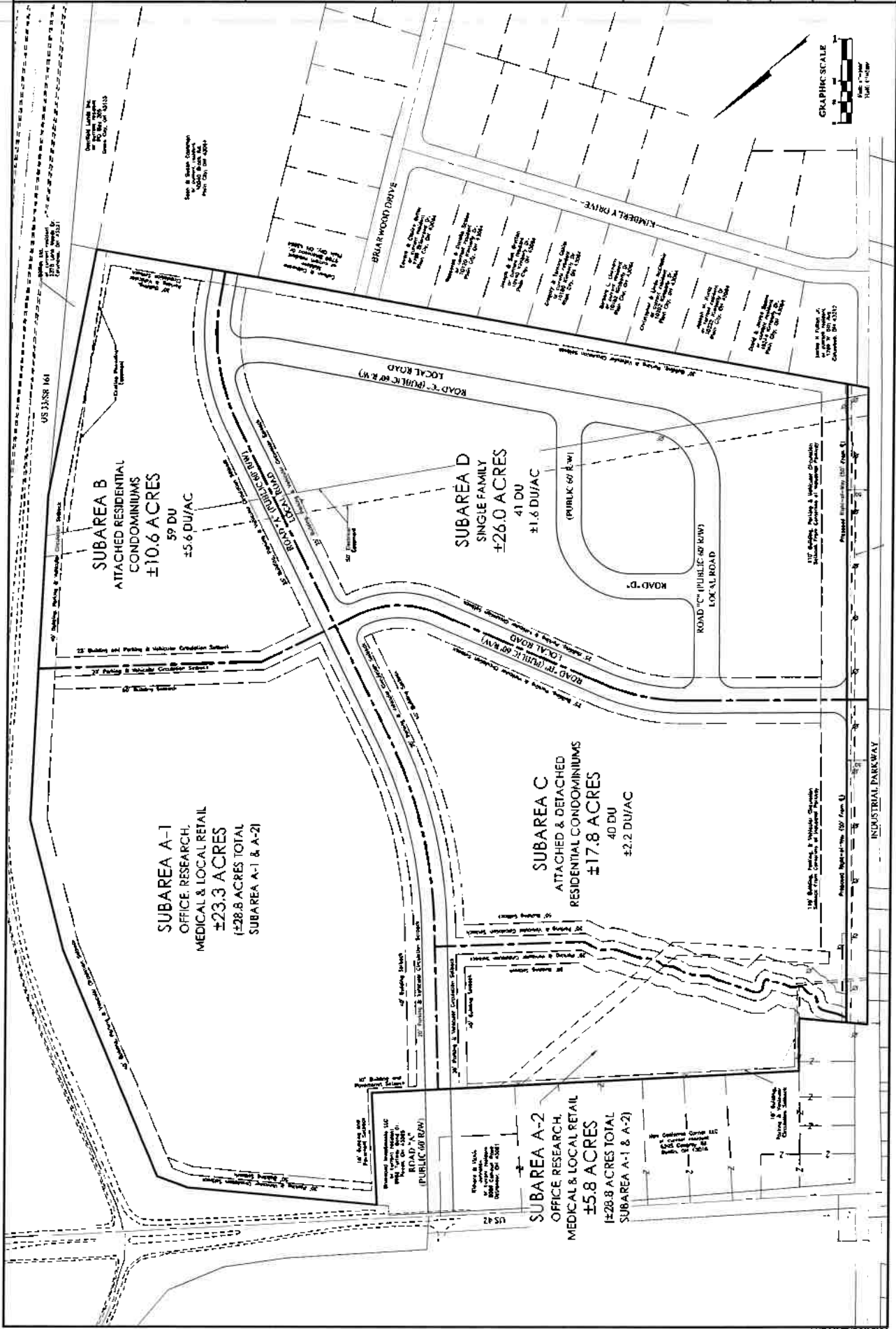
Douglas A. Bender, PE, PTOE
Senior Traffic Engineer

Copies: Drew Hurst, ODOT District 6
Jim Lipnos, Homewood Corporation
Linda Menerey, EMH&T

ACCEPTANCE AND APPROVAL OF MEMORANDUM OF UNDERSTANDING

By: _____
Union County Engineers Office date

By: _____
ODOT District 6 date





EMH&T

5500 New Albany Road
Columbus, OH 43054
emht.com

File Name : US 42 - Industrial Pkwy
Site Code : 00000000
Start Date : 9/29/2016
Page No : 1

Groups Printed- Cars - Trucks

Start Time	INDUSTRIAL PKWY Southbound					US42 Westbound					INDUSTRIAL PKWY Northbound					US42 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	4	27	12	0	43	3	47	41	0	91	19	16	6	0	41	16	89	5	0	110	285
07:15 AM	2	33	9	0	44	3	51	37	0	91	30	20	9	0	59	23	80	3	0	106	300
07:30 AM	1	43	15	0	59	4	42	34	0	80	37	27	11	0	75	20	59	6	0	85	299
07:45 AM	4	43	18	0	65	12	49	29	0	90	34	32	15	0	81	23	87	6	0	116	352
Total	11	146	54	0	211	22	189	141	0	352	120	95	41	0	256	82	315	20	0	417	1236
08:00 AM	1	20	6	0	27	5	79	66	0	150	26	16	8	0	50	22	65	2	0	89	316
08:15 AM	7	14	11	0	32	2	55	28	0	85	28	14	7	0	49	24	69	4	0	97	263
08:30 AM	4	8	8	0	20	4	64	29	0	97	19	11	16	0	46	20	70	5	0	95	258
08:45 AM	3	14	5	0	22	2	68	27	0	97	26	17	6	0	49	24	65	7	0	96	264
Total	15	56	30	0	101	13	266	150	0	429	99	58	37	0	194	90	269	18	0	377	1101
*** BREAK ***																					
04:00 PM	6	18	8	0	32	10	92	25	0	127	50	21	23	0	94	19	64	5	0	88	341
04:15 PM	9	25	9	0	43	13	89	18	0	120	40	36	25	0	101	12	97	3	0	112	376
04:30 PM	10	27	7	0	44	9	101	33	0	143	53	38	23	0	114	12	61	4	0	77	378
04:45 PM	12	33	8	0	53	9	101	29	0	139	39	45	38	0	122	9	68	10	0	87	401
Total	37	103	32	0	172	41	383	105	0	529	182	140	109	0	431	52	290	22	0	364	1496
05:00 PM	6	23	11	0	40	11	90	29	0	130	47	46	30	0	123	14	91	4	0	109	402
05:15 PM	17	44	10	0	71	5	91	32	0	128	55	43	21	0	119	12	63	7	0	82	400
05:30 PM	9	25	7	0	41	10	115	27	0	152	46	16	21	0	83	13	72	5	0	90	366
05:45 PM	3	28	4	0	35	20	106	22	0	148	21	29	23	0	73	9	60	2	0	71	327
Total	35	120	32	0	187	46	402	110	0	558	169	134	95	0	398	48	286	18	0	352	1495
Grand Total	98	425	148	0	671	122	1240	506	0	1868	570	427	282	0	1279	272	1160	78	0	1510	5328
Approch %	14.6	63.3	22.1	0		6.5	66.4	27.1	0		44.6	33.4	22	0		18	76.8	5.2	0		
Total %	1.8	8	2.8	0	12.6	2.3	23.3	9.5	0	35.1	10.7	8	5.3	0	24	5.1	21.8	1.5	0	28.3	
Cars	93	417	138	0	648	115	1069	487	0	1671	535	424	267	0	1226	263	1016	72	0	1351	4896
% Cars	94.9	98.1	93.2	0	96.6	94.3	86.2	96.2	0	89.5	93.9	99.3	94.7	0	95.9	96.7	87.6	92.3	0	89.5	91.9
Trucks	5	8	10	0	23	7	171	19	0	197	35	3	15	0	53	9	144	6	0	159	432
% Trucks	5.1	1.9	6.8	0	3.4	5.7	13.8	3.8	0	10.5	6.1	0.7	5.3	0	4.1	3.3	12.4	7.7	0	10.5	8.1

EMH&T

5500 New Albany Road
Columbus, OH 43054
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File Name : US 42 - Industrial PI
Site Code : 00000000
Start Date : 9/29/2016
Page No : 2

Start Time	INDUSTRIAL PKWY Southbound					US42 Westbound					INDUSTRIAL PKWY Northbound					US42 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	2	33	9	0	44	3	51	37	0	91	30	20	9	0	59	23	80	3	0	106	300
07:30 AM	1	43	15	0	59	4	42	34	0	80	37	27	11	0	75	20	59	6	0	85	299
07:45 AM	4	43	18	0	65	12	49	29	0	90	34	32	15	0	81	23	87	6	0	116	352
08:00 AM	1	20	6	0	27	5	79	66	0	150	26	16	8	0	50	22	65	2	0	89	316
Total Volume	8	139	48	0	195	24	221	166	0	411	127	95	43	0	265	88	291	17	0	396	1267
% App. Total	4.1	71.3	24.6	0		5.8	53.8	40.4	0		47.9	35.8	16.2	0		22.2	73.5	4.3	0		
PHP	.500	.808	.667	.000	.750	.500	.699	.629	.000	.685	.858	.742	.717	.000	.818	.957	.836	.708	.000	.853	.900

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Columbus, OH 43054

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File Name : US 42 - Industrial Pkwy

Site Code : 00000000

Start Date : 9/29/2016

Page No : 3

Start Time	INDUSTRIAL PKWY Southbound					US42 Westbound					INDUSTRIAL PKWY Northbound					US42 Eastbound					Int. Total
	Rig ht	Thr u	Left	Ped s	App Total	Rig ht	Thr u	Left	Ped s	App Total	Right	Thr u	Left	Peds	App Total	Right	Thr u	Left	Peds	App Total	
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	10	27	7	0	44	9	101	33	0	143	53	38	23	0	114	12	61	4	0	77	378
04:45 PM	12	33	8	0	53	9	101	29	0	139	39	45	38	0	122	9	68	10	0	87	401
05:00 PM	6	23	11	0	40	11	90	29	0	130	47	46	30	0	123	14	91	4	0	109	402
05:15 PM	17	44	10	0	71	5	91	32	0	128	55	43	21	0	119	12	63	7	0	82	400
Total Volume	45	127	36	0	208	34	383	123	0	540	194	172	112	0	478	47	283	25	0	355	1581
% App. Total	21.6	61.1	17.3	0		6.3	70.9	22.8	0		40.6	36	23.4	0		13.2	79.7	7	0		
PHF	.662	.722	.818	.000	.732	.773	.948	.932	.000	.944	.882	.935	.737	.000	.972	.839	.777	.625	.000	.814	.983



DRAFT

**Declaration of Condominium
and
By-Laws of Condominium Association
For**

CONDO at JEROME TOWNSHIP SUBDIVISION

Subareas B and C

Union County Auditor

By: _____

This instrument prepared by

Kenton L. Kuehnle & James A. Coutinho
Allen, Kuehnle Stovall & Neuman, LLP
17 South High Street
Columbus, Ohio 43215

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CONDO AT JEROME TOWNSHIP CONDOMINIUM

This is the Declaration of Condo at Jerome Township Condominium made on or as of the _____ day of _____, 2018, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Condo at Jerome Township, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a later date, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Condo at Jerome Township Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

3. "Association" and "Condo at Jerome Township Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of Directors of the Association.

5. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

6. **"Common Elements"** means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Elements" of the Condominium under the provisions of the Condominium Act.

7. **"Condominium"** and **"Condo at Jerome Township Condominium"** mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

8. **"Condominium Act"** means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

9. **"Condominium Instruments"** means this Declaration, the By-Laws, the Drawings, the development disclosure statement provided to purchasers pursuant to '5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

10. **"Condominium Organizational Documents"** means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

11. **"Condominium Property"** means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

12. **"Declarant"** means Condo at Jerome Township, LLC, an Ohio limited liability company, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. **"Declaration"** means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. **"Director"** and **"Directors"** mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

15. **"Drawings"** means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

16. **"Eligible Holder of a First Mortgage Lien"** means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible holders of first mortgage liens.

17. **"Limited Common Elements"** means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Elements" of the Condominium under the provisions of the Condominium Act.

18. **"Occupant"** means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

19. **"Person"** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. **"Unit"** and **"Units"** mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

21. **"Unit Owner"** and **"Unit Owners"** mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

ARTICLE I.

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Union County, Ohio, is attached hereto and marked "Exhibit A".

ARTICLE II.

NAME

The name by which the Condominium shall be known is "Condo at Jerome Township Condominium."

ARTICLE III.

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and wellbeing of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions.

The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Elements Uses. Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and

Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for antennae, and may require coverings for such devices, to the extent not prohibited by law.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, (including, without limitation, the Limited Common Elements), nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an owner has allowed the Unit or Limited Common Elements appurtenant to a Unit to become unsightly, enter the Unit or come on the Limited Common Elements to clean debris and maintain the Unit and/or landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the Rules and Regulations of the Board in connection therewith), which shall become a special individual unit assessment against such Unit.

(f) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Condominium Property, and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease.

No tenant shall have any rights to occupy a unit or to use the Common Areas until notice has been provided to the Association identifying the Unit being leased and advising the Association of the commencement and expiration dates of the lease term and the names, mailing addresses, and business and home telephone numbers of the Owners, tenants and occupants.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; (c) on the Common Elements and Units used as models or as sales or rental offices, signs advertising the sale or rental of Units by the Declarant until all Units have been sold to parties unrelated to the Declarant; and (d) on the Common Elements, signs approved by the Board, displayed in accordance with rules and regulations promulgated by the Board.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the

Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- (1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (2) within thirty (30) days after a change in any of the above-described information; and
- (3) prior to the commencement of any lease of a Unit; and
- (4) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(o) Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, 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, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative,

as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(p) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV.

IMPROVEMENT DESCRIPTIONS

There are forty buildings, containing one Unit each. The square footage, unit designation and percentage interest in common elements is shown on the attached Exhibit B. The Buildings are of wood frame construction on poured concrete foundation with vinyl siding (with stone accents) and asphalt shingle roofs. The buildings are located as shown on the Drawings, and each Unit has access to the Common Elements which have direct access to publicly dedicated right-of-way. There is also a clubhouse to be constructed.

ARTICLE V.

UNITS

Section 1. Unit Designations. Each of the 40 Units is designated on the Drawings by a building number followed by a number which corresponds to the Units address. For instance, Unit 18-_____ is located in the building designated "18" at _____ Street Address. The Unit designations for the 40 Units are set forth in Exhibit B.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, lowest level floor and the undersurface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, all within buildings (including, without limitations, the garage areas) as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls, ceiling, roof deck and floors;

(2) all windows, screens and doors, including storm doors, garage doors, and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware (including garage door openers) therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(5) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(a) any structural element of the building contained in interior walls;
and

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

(b) Unit Sizes; Locations and Components. The location of each part of each Unit and the number of rooms in each Unit are shown on the Drawings. The approximate size of each Units interior is set forth in Exhibit B. The Declarant reserves the right to modify interior features.

ARTICLE VI.

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements–Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Elements. Except for easements and rights for maintaining sales, rental and marketing facilities, and for repairing and completing improvements in the Condominium, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements–Description. Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit may consist of a patio, porch and driveway in front of the garage, as shown on the Drawings filed herewith. All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same.

Section 3. Undivided Interest. The initial undivided interest in the Common Elements of each Unit is shown on Exhibit B, and is based upon each Unit with a one-car garage (with approximately 1,500 square feet of interior living area) having a par value of "1", and each Unit having a two-car garage (with approximately 2,000 square feet of interior living area) having a par value of "1.1". (Square footages are approximate, and are based upon the standard method of measuring square footage in the construction industry, from exterior dimensions of the building, although the boundaries of a Unit are measured from the interior surfaces of the exterior walls.) Upon expansion of the Condominium, the undivided interests will be recalculated based upon the smaller Units with one-car garages having a par value of "1" and the larger Units having two-car garages having a par value of "1.1".

The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements

of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

ARTICLE VII.

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three Directors. The Unit Owners other than the Declarant shall elect one-third (one) of the Directors at such meeting and the Declarant shall designate the other two-thirds (two) of the Directors, which three Directors shall serve until the meeting described in the next paragraph.

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of 75% of the Units, but in no event later than the fifth anniversary of the establishment of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the three Directors shall be staggered so that the terms of one of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings,

successors to the Directors whose terms then expire shall be elected to serve three-year terms.

For the purposes of this section, the percentage of unit shall be calculated with reference to the total number of Units that may be created in the Condominium, (56). Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.
- (h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, pursuant to Section 6 of Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) Suspend the voting privileges and use of common facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty days;

(s) Purchase insurance and fidelity bonds required by this Declaration, the By-Laws, or by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;

(2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(3) Permitted to be exercised in Ohio by a not-for-profit corporation; or

(4) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(5) a description of the property damaged or the violation;

(6) The amount of the proposed charge or assessment;

(7) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(8) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

(9) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

(b) Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) Manner of Notice. Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice, provided that any management contract entered into with the Developer prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

The decision by the Board not to have professional management, or to terminate professional management and assume self-management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders,

may require the Association to perform and supply an audit of the Association's financial records.

Section 8. Veterans Administration Limitations During Declarant Control Period. Prior to the time that the Declarant has turned over control of the Association to the members, if the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration: Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:

- (1) Assessment basis or assessment liens;
 - (2) Any method of imposing or determining any charges to be levied against individual unit owners;
 - (3) Reserves for maintenance, repair or replacement of Common Element improvements;
 - (4) Maintenance obligations;
 - (5) Allocation of rights to use Common Elements;
 - (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
 - (7) Reduction of insurance requirements;
 - (8) Restoration or repair of Common Element improvements;
 - (9) The addition, annexation or withdrawal of land to or from the project;
 - (10) Voting rights;
 - (11) Restrictions affecting leasing or sale of a unit;
 - (12) Any provision which is for the express benefit of mortgagees;
 - (13) The rights of any specific class of members;
 - (14) Termination of the Declaration;
 - (15) Dissolution of the Association except pursuant to a consolidation or merger; or
 - (16) Conveyance of all Common Elements.
- (c) Any of the following action taken by the Association:

(1) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);

(2) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;

(3) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;

(4) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);

(5) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);

(7) Terminating the Declaration;

(8) Dissolving the Association except pursuant to a consolidation or merger; or

(9) Conveying all Common Elements.

ARTICLE VIII.

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, is:

William Moorhead
2700 East Dublin Granville Road, Suite 300
Columbus, Ohio 43231

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX.

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under '5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and shall keep the Limited Common Elements free from debris. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all amenities and equipment placed on any patio, all windows, screens, garage doors and other doors, including the frames, sashes and jambs, and the hardware (including garage door openers) therefor; and keeping Limited Common Elements free of debris. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X.

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI.

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or common property of the Association against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of \$10,000 or 1% of the face amount of the policy. This insurance:

(d) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(e) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage. The carrier's charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(f) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and

Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(g) shall provide that its coverage is primary, (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(h) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee;

(i) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(j) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, if applicable (at not less than the lesser of \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, per accident per location) and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, (\$1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, Directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months' worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law [including, without limitation, workers' compensation, flood insurance (if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area) and similar insurance where applicable] or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a Common Expense.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant (including, without limitation, amenities located in any patio areas), provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage

commonly referred to as "tenants' improvements and betterments" or "building additions and alterations" coverages. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 7. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 9. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII.

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. Obligation to Restore. In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the

Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. Election not to Restore. The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible holders of mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) Dissolution of Condominium and Partition Sale. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) No Partition Sale/Dissolution. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall [after payment to damaged Unit Owners in accordance with the balance of this subsection (b)] be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(1) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. [No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.]; or

(2) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

ARTICLE XIII.

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss

with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities and Operation of the Condominium Property. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain

the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions on, over, above, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a one-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales, rental and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and Occupants of the area into which the Condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves an easement across the Common Elements to reach, and right to extend, tie into, use, maintain, repair and replace utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the condominium.

Section 8. Grant of Permanent Easement. The Declarant hereby grants a non-exclusive, perpetual easement to the future owners of Units in the Condominium Property, their heirs, successors and assigns, for their benefit and the benefit of future owners and Occupants of the Condominium Property, for pedestrian and vehicular access over roadways and footpaths within the Additional Property (described in Exhibit C), for ingress and egress to and from the Condominium Property. In the event that such Additional Property, or any portion thereof, upon which a portion of such private drive is located, is not added to the Condominium, then the Association shall pay, and charge the Unit Owners as a common expense, a portion of the maintenance, repair and replacement costs attributable to the private drive, which portion shall be billed to the Association by the owner of the private drive, and shall be calculated by multiplying the costs of such maintenance, repair and replacements by a fraction, the numerator of which is the number of Units in the Condominium, and the denominator of which is total number of residential units in the Condominium and on the portion of the Additional Property not added to the Condominium. The remedies of the owner of such private street, against the Association, for the Association's failure to pay its proportionate share of such maintenance, repair and replacement expenses, shall be limited to actions for money and appropriate attachment and collection procedures in connection therewith, but in no event shall the easement granted in this section be terminated. Neither the Association nor any of the Unit Owners may abandon this easement, nor alter any of its terms, without the consent of the Declarant or its successor in ownership of all of the Additional Property.

Additionally, Declarant grants to the future owners of Units in the Condominium Property, their heirs, successors and assigns, an easement across the Additional Property to reach, and the right to extend, as permitted by public authority and the utility company involved, to extend such lines into the Condominium Property to service the same.

These easements shall remain in full force and effect, whether or not all such Additional Property, or any part thereof, is added to the Condominium.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV.

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(3) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

A. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

B. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

C. the estimated next fiscal year's costs for utility services not separately metered;

D. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but not later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits.);

E. an amount deemed adequate by the Board, but no less than ten percent (10%) of the total budget unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of

special assessments, and for the funding of insurance deductibles in the event of casualty loss; and

F. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(4) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(5) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro-rata share of the annual operating assessment for that Unit.

(6) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(7) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be deemed to be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(8) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any

deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

(9) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, or which are incurred because of the Unit Owner's failure to properly maintain such Owner's Unit; the cost of insurance premiums separately billed to a Unit Owner; the cost of repairing amenities located on, and removing debris from, the Unit's Limited Common Elements; penalties and charges imposed pursuant to Rules and Regulations of the Board for violations of the Declaration, By-Laws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, Rules and Regulations. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute

notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Interest, fees and costs. If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(10) reasonable, uniform administrative late fees as determined by the Board from time to time;

(11) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(12) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(13) any other charges authorized by the Declaration, By-Laws or the Rules and Regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) Application of Payments. Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency; (Enforcement charges and collection costs collected from a Unit Owner shall be retained by the Association unless the Association fails to take the necessary action to collect such

delinquencies, in which event the entity which incurs such costs to collect delinquencies shall be entitled to reimbursement for such expenses.)

fourth, to the payment of delinquent installments or portions of assessments owed to the Condominium Association.

(c) Certificate of Lien. Annual operating and both types of special assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees and costs, and shall be signed by the president or other chief officer of the Association.

(d) Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Action to Discharge Lien. Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Personal Obligation of Owners. Each such assessment together with interest, fees and costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, fees and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) **Legal Actions.** In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

(h) **No Waiver.** No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party. Such new title holder, (either a lender taking title by deed-in-lieu of foreclosure or other remedy in lieu of foreclosure, or a purchaser at foreclosure sale in which the Association has been joined and properly served as a party) shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale or deed-in-lieu of foreclosure sale, but shall be liable for (and the Association shall have all rights of lien and collection with respect to) any assessments or charges against the mortgaged Unit which became due and payable after such foreclosure sale or conveyance by deed-in-lieu of foreclosure.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI.

NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of Article XVII of this Declaration;
2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);
3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings;
9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;
10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien;

11. any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 7 of this Declaration.

ARTICLE XVII.

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.

(a) the boundaries of any Unit or the convertibility of units into Common Elements or visa versa;

(b) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(c) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(d) the number of votes in the Association appertaining to any Unit; or

(e) the purposes to which any Unit or the Common Elements are restricted (meaning commercial vs residential use, or public vs private use. It is not the intent of this provision to inhibit the Association's control of the conveyance of interests in, or leasing of, Units or portions of the Common Elements).

Section 2. Action requiring 80% of Owners and 75% of Lenders. Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

Section 3. Action requiring 75% of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the unit owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "common expense."

Section 4. Amendments requiring 75% of Owners and 51% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

- (a) a change to any of the provisions governing voting rights;
- (b) a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%;
- (c) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;
- (d) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;
- (e) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
- (f) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;
- (g) a change to any of the provisions governing hazard, fidelity or other insurance requirements;
- (h) a change to any of the provisions governing restrictions affecting the leasing of a unit;
- (i) a change to any of the provisions governing restrictions affecting the sale of a unit;

(j) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(k) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(l) a change to any of the provisions which provision is for the express benefit of mortgagees;

(m) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(n) a change to any of the provisions governing the rights of any specific class of members;

(o) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(p) a change to any of the provisions governing the conveyance of any or all of the Common Elements;

(q) any other amendment to any of the Condominium Organizational Documents not otherwise described herein.

Section 5. Action requiring 67% of Owners and 51% of Lenders. Except as otherwise provided herein, the following action shall require: (a) the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

(a) an increase in assessments that raise the previously assessed amount by more than 25%;

(b) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;

(c) the imposition of any new restrictions affecting the leasing of a unit;

(d) the imposition of any new restrictions affecting the sale of a unit;

(e) the decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation),

or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

(f) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(g) a decision by the Association to establish self-management if professional management has been required previously by the Condominium Organizational Documents or by an eligible mortgage lender, or by a majority vote of the members;

Section 6. Amendments not requiring consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(a) Amendments by Declarant to Expand Condominium. Amendments aiding the expansion of the condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.

(b) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

(c) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:

(1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(2) To meet the requirements of insurance underwriters;

(3) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(5) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control.

If the condominium has been approved by the Department of Veterans Affairs, and while the Declarant is in control of the Association, any amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

Section 8. Approval by Mortgagees, Eligible Holders or Declarant.

Notwithstanding any provision in this Declaration to the contrary, any amendment to the Declaration or By-Laws of a material, adverse nature to mortgagees, or any action to terminate the condominium, shall also require the consent of mortgagees holding mortgages on Units having at least 51% of the voting power of Units which are subject to mortgage liens. A mortgagee or an Eligible Holder of a First Mortgage Lien on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within sixty (60) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request. No amendment or action shall be undertaken which changes the restrictions on the leasing of Units without the approval of the Declarant.

Section 9. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same

with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII.

EXPANSIONS

Section 1. Reservation of Expansion Option. Notwithstanding any provision in this Declaration to the contrary, the Declarant expressly reserves the option to expand the Condominium Property, by amendment adding portions of the Additional Property (without any consent to such amendment being required by any other party) as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner or Unit Owner's, mortgagee is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. The Declarant may, during the six months prior to the time that the option expires, extend the option for an additional seven years with the consent of holders of a majority of the voting power of the unit owners other than the declarant. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. Legal Description. A description of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit C", and referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 0 Units, (for a maximum total of 40 Units), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other buildings or improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number of Units that may be added to the Condominium Property there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use (the definition of residential use permits the Declarant's use of Units for sales models and offices is not considered to be "non-residential") is zero, since no commercial units may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, changes in layout of units or patio areas. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

Section 12. Types of Units. With respect to all units created on any portion of Additional Property added to the Condominium Property, such units are not required to be similar to units on previously submitted land, and there are no limitations as to what types of units may be created on the Additional Property.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patio areas, balconies, porches or stoops. The exact size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be and other factors presently undetermined. Additionally, the Declarant may create additional Limited Common Elements (which are not of the types currently included in the Condominium Property) provided that they are not inconsistent with the type of improvements located on the Condominium Property or described herein.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Successor Owner not Liable for Actions of Declarant. A successor owner of the Condominium Property or of additional property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by '5311.01(C) of the Ohio Revised Code) and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(d) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(e) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(f) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated based upon the smaller Units with one-car garages having a par value of "1" and the larger Units having two-car garages having a par value of "1.1"; and

(g) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XIX.

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefitting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, (after arbitration where the same may be required pursuant to Section 2 of Article III with respect to disputes among Unit owners) all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant,

reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 2018.

Condo at Jerome Township, LLC, an Ohio limited liability company

By: _____
James Phieffer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by James Phieffer, the president of Condo at Jerome Township, LLC, an Ohio limited liability company, the Declarant herein, who acknowledged the execution of this instrument as his free act and deed, acting on behalf of the Declarant, for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this _____ day of _____, 2018.

Notary Public

Exhibits

- A Property Description
- B Unit Designations, square footages, and undivided interest in Common Elements
- C Additional Property

EXHIBIT A

LEGAL DESCRIPTION, CONDOMINIUM PROPERTY

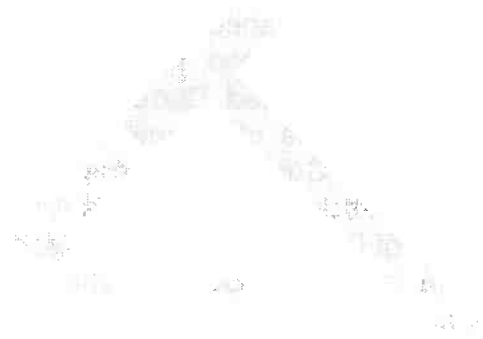
Situated in the State of Ohio, County of Union and Township of Jerome:

EXHIBIT B

UNIT DESIGNATIONS, SIZE, UNDIVIDED INTEREST IN COMMON ELEMENTS

EXHIBIT C

ADDITIONAL PROPERTY



**BY-LAWS (CODE OF REGULATIONS) OF
CONDO AT JEROME TOWNSHIP CONDOMINIUM ASSOCIATION**

ARTICLE I.

NAME AND LOCATION

The name of the Association is Condo at Jerome Township Condominium ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Condo at Jerome Township Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles") and the place of meetings of Unit owners (members) and of the Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("the Board") may from time to time designate.

ARTICLE II.

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of the Condo at Jerome Township Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III.

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Declarant, or upon written request of Unit Owners other than the Declarant entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners other than the Declarant, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before

such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a special meeting is called to approve any of the actions listed in subparagraphs A or B of Article VII, Section 7 of the Declaration, not less than 25-days' notice shall be required.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of owners entitled to cast at least twenty percent (20%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws. Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is

not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three days' notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view written versions of all communications (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations:
 - (1) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;

(2) (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;

(3) (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or By-Laws; and

(4) (iv) establishing penalties for the infraction thereof;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future assessments and to levy assessments upon the members; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing

by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of assessments against each Unit;

(2) (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(3) (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced; and

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V.

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI.

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII.

BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, By-Laws and Articles); current rules and regulations;

names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgages on a Unit, may examine and copy any of the foregoing books, records and financial statements pursuant to reasonable standards established in the Declaration, these By-Laws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Condominium Property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or
- (5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII.

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable (but no later than 120 days after the end of the Association's fiscal year) time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

2. upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX.

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X.

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

Adopted by Condo at Jerome Township Condominium Association

By Condo at Jerome Township, LLC,
an Ohio limited liability company, sole member

By: _____
James Phieffer, President

DRAFT
DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS

FOR

Unnamed Jerome Township Project
Subarea D

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the ___ day of _____ 2018, by Homewood Corporation, an Ohio corporation, of 2700 E. Dublin-Granville Road, Suite 300, Columbus, Ohio 43231 ("Developer") and Trinity Home Builders, Inc., an Ohio corporation.

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision, to be known as _____ Subdivision (hereinafter the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer is required to at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at the Subdivision, to create an association for the purpose of carrying out and performing certain obligations as described herein. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that when an association is established, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" - the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named _____ HOMEOWNERS' ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" - the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" - Homewood Corporation, and any manager, member, officer, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. "Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. "Lot" - a discrete parcel of real property identified upon the recorded Subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other

Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

K. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Operating Fund" - the fund established pursuant to Article IX.

O. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" - the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

S. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

T. "Turnover Date" - the date described in Article VII, Paragraph B.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

ALL SECTIONS SUBJECT TO CHANGE BASED ON ZONING REQUIREMENTS.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and

residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Area.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Board's discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any building or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot

Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

3. Parking on public streets is prohibited to the extent that it is enforceable by Etna Township's ordinances.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the Property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not

apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Trees. Developer may designate one (1) or more trees, to be installed by builder, as deemed necessary by Developer along the street(s) adjacent to each Lot. If Developer determines to designate street tree(s) then the Owners agree to such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox. If Developer has designated a specific mailbox, it will be included in Exhibit D.

Q. Yard Lights and Lamp Posts. Yard or lamp posts will be used in lieu of street lights.

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls should be constructed of wood, wrought iron, stone or brick. Certain styles of aluminum, plastic or vinyl fences may be approved by the Design Review Board, but and in no event shall chain link or other metal or wire fencing be permitted. Dark painted wire mesh or plastic mesh attached to the inside of an approved fence is permitted. A specific fence standard may be imposed, either by the attachment of an exhibit to this Declaration, or by Design Review Board action following the recordation hereof;
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finished grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
4. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing), or (ii) set back not less than three feet from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

The Declarant has the right to mandate the use of one or more specific fence styles by publishing a detail containing the construction specifications therefore. Such an election may be made by the attachment hereto of such a detail as Exhibit C, or by the later filing of an amendment or supplement hereto containing the fence detail(s). If no Exhibit C is attached hereto, Declarant has not elected to require specific fencing at this time. Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Lot and having (i) a water surface area in excess of 36 square feet; or (ii) a filtration system of any description. This Paragraph shall not be intended to prohibit the installation of a hot tub or sauna.

T. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to

appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board of Trustees (as set forth in Article VII(B)) shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. If no Association exists at any time on or after the Turnover Date, the Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the Owner(s) of each Lot shall have 1 vote (one vote per lot, regardless of the number of owners). The then current Board shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

E. Architectural Standards. The minimum lot width shall be 80' at the building setback, with a minimum width of 50' at the right of way. The minimum home size is 1,200 sf for a ranch and 1,600 sf for a multi story or two story home. The setback requirements are 25' in the front, 6' per side and 30' in the rear. No home of exterior design (elevation) can be built next to or across the street from a home with the same elevation. Each home shall contain dimensional shingles and a landscaping package to include a minimum of lawn, raised mulched beds, shrubs and street tree.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to this Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Association or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Association or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Developer may not convey

any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements thereon, Developer shall be responsible for the restoration of such portions or Improvements at Developer's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, fire-fighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Preserve at Haaf Farms the Subdivision, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer hereby reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easements are also No-Build Zones. The Special Easements may be parts of individual Lots instead of on Common Property. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easements. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in Special Easements by the Developer, the State or the Association, the responsibilities of the Owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this section shall require that the Developer reserve or established Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. No-Build Zones/Non-Disturbance/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;

2. Any areas designated as on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, "Non-Disturbance" zones are deemed to be No-Build Zones, except that within Non-Disturbance zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer;

3. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Buffer" areas are deemed to be No-Build Zones. The Developer may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or 'poisonous' plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in the Preserve at Haaf Farms Subdivision such Owner agrees to and acknowledges being a member of the Association having an obligation to pay assessments as described herein. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Developer expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit B discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the

Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Developer, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictive Covenants, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

2. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article X Paragraph D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

J. Tax Increment Financing. It is hereby acknowledged and declared that Developer and/or the Association may from time to time elect (or may heretofore have elected) to include and join all or any portion of the Property and all or any portion of the real property portions of the Common Property as part of a tax increment financing district, parcel or area, including incentive districts (each a "TIF District") in accordance with and for the purposes described in Ohio Revised Code Sections 5709.40 - .43, 5709.73 - .75, and 5709.77-.81 (collectively, the "Act", as the same may be amended from time to time), for the purpose of exempting all or part of the "Improvements" (which term is used in this Section J of this Declaration as it is used and defined in the Act) from real property taxes and providing for the payment of service payments in lieu of real property taxes in respect of such Improvements (the "Service Payments"). As currently constituted, the Act contemplates that such Service Payments would be used to fund designated "Public Infrastructure Improvements" (as that term is defined in the Act) and would be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable with regard to the Improvements. To facilitate such an inclusion and joinder of all or any portion of the Property and all or any portion of the real property portions of the Common Property as part of a TIF District (each a "TIF Joinder"), the Association is hereby unconditionally authorized to act on behalf of, and is hereby designated and appointed as agent and authorized representative of, each Owner for the purpose of doing or causing to be done any and all such acts and things and executing and delivering any and all such agreements, instruments,

documents and certificates as the Association may from time to time deem necessary, advisable or appropriate to effectuate or carry out the purposes of a TIF Joinder, all in the sole and absolute discretion of the Association, acting by and through the Board, including, without limitation (on behalf of each Owner individually or as a group of two or more Owners): by initiating and/or consenting to each TIF Joinder: by joining and cooperating with each pertinent political subdivision (collectively, the "Political Subdivision") in the legislative process to effectuate each TIF District and/or each TIF Joinder: by executing and/or delivering pertinent tax increment financing agreements and other pertinent agreements in connection with each TIF Joinder; by joining and cooperating with the Political Subdivision in any and all exemption applications contemplated by each TIF Joinder; and otherwise by assisting and cooperating with the Political Subdivision and such other governmental entities or persons as may be necessary or appropriate to facilitate and effectuate each TIF Joinder. In connection with the foregoing matters, the execution and delivery of any agreement, instrument, document or certificate, and/or the performance of any act, by any officer of the Association duly designated by the Board (i) shall be conclusive evidence of the exercise by said officer and by the Association of the discretionary authority herein conferred, (ii) shall be binding upon each Owner to the same extent as if each Owner had executed and delivered each such agreement, instrument, document or certificate, and/or performed each such act and (iii) if executed, delivered or performed prior to the recordation of this Declaration, shall be and is hereby ratified adopted and confirmed.

IX. ASSESSMENTS

A. Operating Fund. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of

making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any violation of the Restrictive Covenants which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon and costs of collection, including without limitation, reasonable attorney fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien

for all or any part of the unpaid balance of that Assessment, together with interest, charges and costs of collection as aforementioned, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. To the extent permitted by law, the Assessment lien shall remain valid, until and unless the lien is released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. In any action at law or in equity, including a foreclosure action, to enforce such lien the amount of unpaid Assessments plus charges, interests, costs and reasonable attorney fees of such action shall be recoverable, to the extent permitted by law. Notwithstanding the foregoing, the lien for Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and Improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any of the Restrictive Covenants, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the Turnover Date (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. After the Turnover Date, this Declaration may be amended in whole or in part with the approval of the Members entitled to exercise not less than 2/3 of the voting power of all Members in the Association. Unless amended by the Developer, any such amendment shall contain a certificate by the Secretary of the Association that the Members signing the amendment possess and constitute not less than the 2/3 voting power of all Members in the Association. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. At any time, Developer shall have the right

and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration to subject additional property to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property. Any amendment, including an amendment by the Developer, shall become effective upon recordation thereof in the appropriate public record office.

D. Developer's Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;

- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

Homewood Corporation
an Ohio, corporation

By: _____
James Lipnos, President

STATE OF OHIO :
COUNTY OF FRANKLIN: SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James Lipnos, the President, of Homewood Corporation, an Ohio corporation, on behalf of the corporation.

Notary Public

This instrument prepared by
Homewood Corporation
2700 E. Dublin-Granville Rd.
Columbus, OH 43231

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

SPECIAL EASEMENTS SITE PLAN

[ATTACHED]

EXHIBIT C

APPROVED FENCE DETAIL

EXHIBIT D

APPROVED MAILBOX DETAIL



US 42/INDUSTRIAL PARKWAY PARCEL

JEROME TOWNSHIP, UNION COUNTY, OHIO PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN

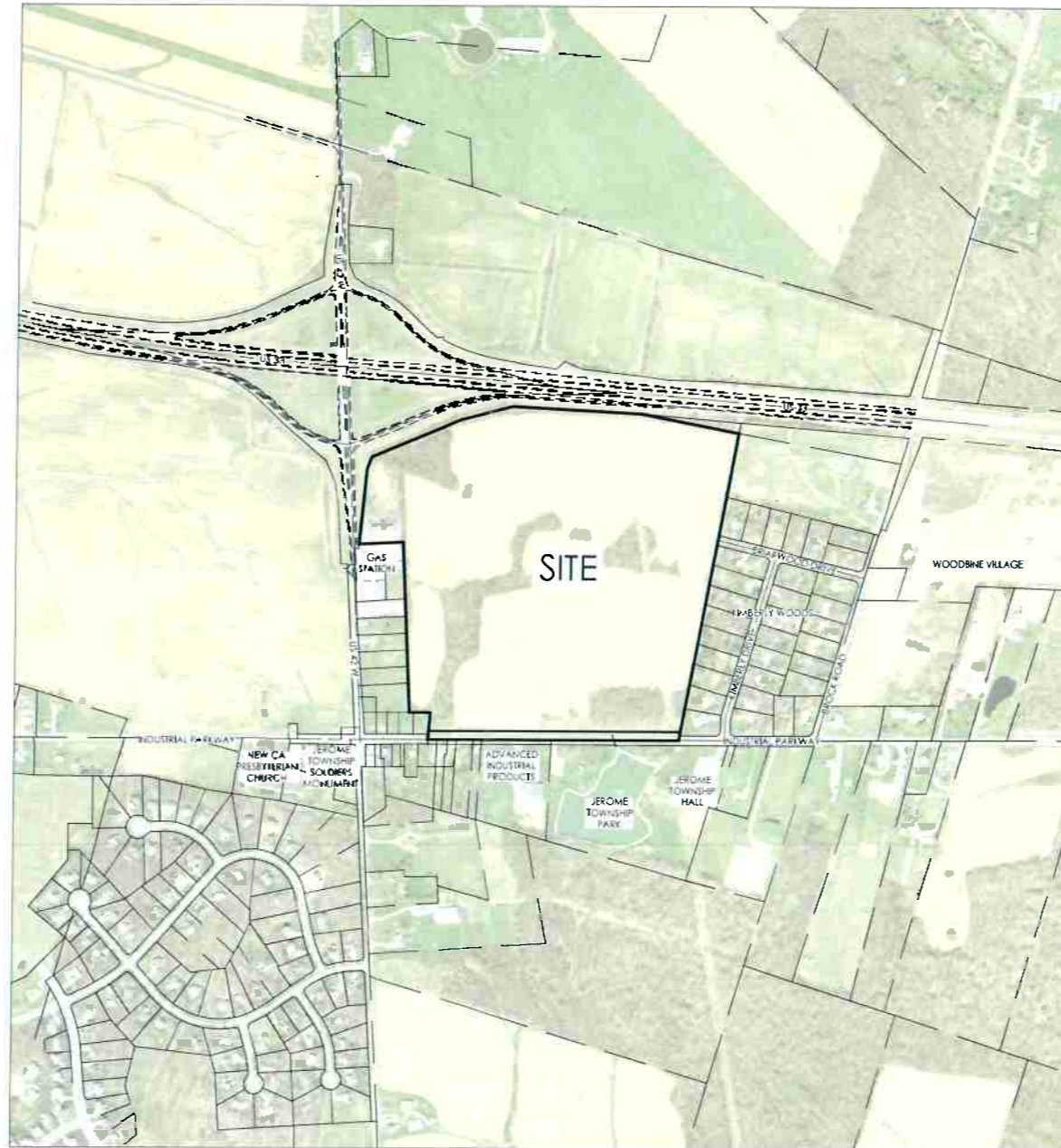
PREPARED FOR:
HOMEWOOD CORPORATION
2700 EAST DUBLIN GRANVILLE ROAD
SUITE 300
COLUMBUS, OHIO, 43231
P: (614) 898-7200

SUBMITTAL:
NOVEMBER 30, 2017

CIVIL ENGINEER, LAND PLANNER
& LANDSCAPE ARCHITECT



EMHT
Ernst, Mechner, Hamilton & Thon, Inc.
Engineers • Surveyors • Planners • Scientists
5300 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.5444
emht.com



VICINITY MAP
SCALE: 1" = 500'

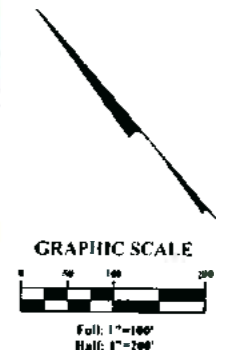
INDEX OF DRAWINGS

1. ILLUSTRATIVE SITE PLAN
2. EXISTING CONDITIONS PLAN
3. SUBAREA PLAN
4. OPEN SPACE & PEDESTRIAN CONNECTIVITY PLAN
5. CONCEPT SITE PLAN
6. PRELIMINARY UTILITY PLAN



SITE DATA:

SITE AREA:	± 83.5 AC.
N/S CONNECTOR ROAD:	± 1.7 AC. (± 1320 L/F 60' R/W)
E/W CONNECTOR ROAD:	± 28 AC. (± 2050 L/F 60' R/W)
NET DEVELOPABLE AREA:	± 79.0 AC.
RESIDENTIAL ACRES:	± 54.4 AC. (GP)
TOTAL RESIDENTIAL UNITS:	140
RESIDENTIAL DENSITY:	± 2.57 DU/ ACRE
COMMERCIAL / OFFICE AREA:	± 29.1 AC. (GRI)
OPEN SPACE:	± 20.5 AC. (24.5% (BASED ON NET AC.) (ACREAGE PART OF TOTAL ABOVE))
SUBAREA A: COMMERCIAL / OFFICE	
SITE AREA:	± 79.1 AC
TOTAL OPEN SPACE:	± 5.3 ACRES
SUBAREA B: RESIDENTIAL	
SITE AREA:	± 10.6 AC.
TOWN HOME UNITS:	59 DU
GROSS DENSITY:	± 5.4 DU/ ACRE
TOTAL OPEN SPACE:	± 0.0 ACRES
SUBAREA C: RESIDENTIAL	
SITE AREA:	± 17.8 AC
RANCH CONDO UNITS:	40 DU
GROSS DENSITY:	± 2.2 DU/ ACRE
TOTAL OPEN SPACE:	± 6.8 ACRES
SUBAREA D: RESIDENTIAL	
SITE AREA:	± 26.0 AC
SINGLE FAMILY LOTS (80X135):	4
GROSS DENSITY:	± 1.4 DU/ ACRE
TOTAL OPEN SPACE:	± 8.4 ACRES



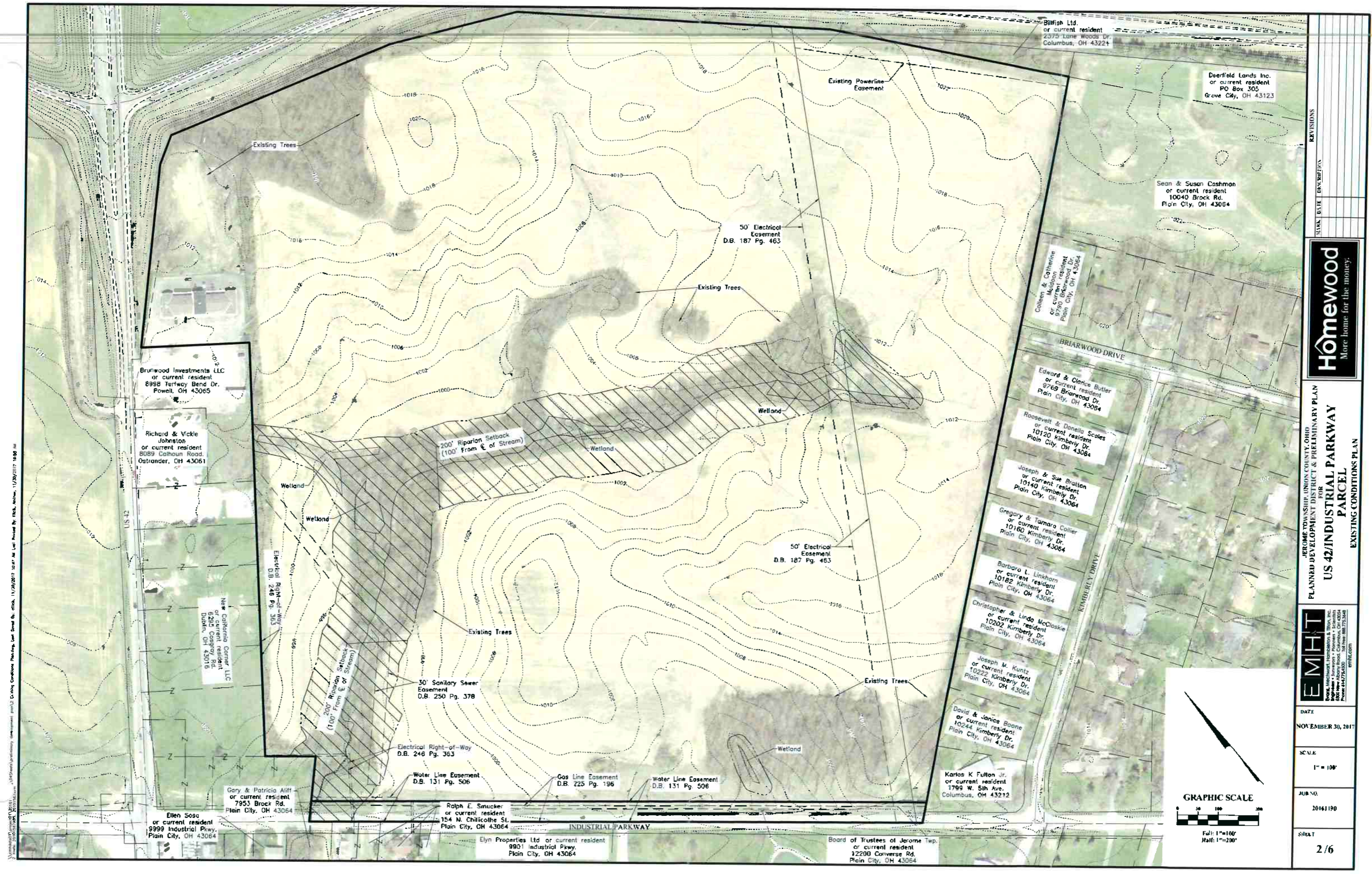
Homewood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
**PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
 FOR
 US 42/INDUSTRIAL PARKWAY
 PARCEL**
 ILLUSTRATIVE SITE PLAN

EMH&T
 Environmental Management & Technology, Inc.
 5595 New Albany Road, Columbus, Ohio 43254
 Phone: 614.779.4520
 Fax: 614.779.4529
 www.emht.com

DATE: NOVEMBER 30, 2017
 SCALE: 1" = 100'
 PLAN NO.: 20141190
 SHEET: 1/6

01/07/17 (17) 12:45:23 PM. All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the publisher.



US 42

Existing Trees

Existing Powerline Easement

50' Electrical Easement D.B. 187 Pg. 463

Existing Trees

Wetland

200' Riparian Setback (100' From E. of Stream)

50' Electrical Easement D.B. 187 Pg. 463

30' Sanitary Sewer Easement D.B. 250 Pg. 378

Existing Trees

200' Riparian Setback (100' From E. of Stream)

Electrical Right-of-Way D.B. 246 Pg. 363

Water Line Easement D.B. 131 Pg. 506

Gas Line Easement D.B. 225 Pg. 196

Water Line Easement D.B. 131 Pg. 506

Existing Trees

Wetland

Existing Trees

Wetland

BRIARWOOD DRIVE

KIMBERLY DRIVE

INDUSTRIAL PARKWAY

British Ltd.
or current resident
2375 Lane Woods Dr.
Columbus, OH 43224

Deerfield Lands Inc.
or current resident
PO Box 305
Grave City, OH 43123

Sean & Susan Cashman
or current resident
10040 Brock Rd.
Plain City, OH 43064

Colleen & Catherine
or current resident
750 Briarwood Dr.
Plain City, OH 43064

Edward & Clarice Butler
or current resident
8769 Briarwood Dr.
Plain City, OH 43064

Roosevelt & Daniela Scates
or current resident
10120 Kimberly Dr.
Plain City, OH 43064

Joseph & Sue Bratton
or current resident
10140 Kimberly Dr.
Plain City, OH 43064

Gregory & Tamara Collier
or current resident
10160 Kimberly Dr.
Plain City, OH 43064

Barbara L. Linkhorn
or current resident
10182 Kimberly Dr.
Plain City, OH 43064

Christopher & Linda McCloskie
or current resident
10202 Kimberly Dr.
Plain City, OH 43064

Joseph M. Kuntz
or current resident
10222 Kimberly Dr.
Plain City, OH 43064

David & Janice Boone
or current resident
10244 Kimberly Dr.
Plain City, OH 43064

Karlos K Fulton Jr.
or current resident
1799 W. 5th Ave.
Columbus, OH 43212

Brunwood Investments LLC
or current resident
8958 Turfway Bend Dr.
Powell, OH 43065

Richard & Vickie
Johnston
or current resident
8089 Calhoun Road.
Ostrander, OH 43061

New California Corner LLC
or current resident
6295 Conroy Rd.
Darien, OH 43015

Ellen Sosa
or current resident
9999 Industrial Pkwy.
Plain City, OH 43064

Gary & Patricia Aliff
or current resident
7953 Brock Rd.
Plain City, OH 43064

Ralph E. Smucker
or current resident
154 N. Chillicothe St.
Plain City, OH 43064

Elyn Properties Ltd or current resident
9901 Industrial Pkwy.
Plain City, OH 43064

Board of Trustees of Jerome Twp.
or current resident
12200 Converse Rd.
Plain City, OH 43064

REVISIONS	DATE	DESCRIPTION

Homewood
More home for the money.

PERMITS TOWNSHIP, UNION COUNTY, OHIO
PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
FOR
US 42/INDUSTRIAL PARKWAY
PARCEL
EXISTING CONDITIONS PLAN

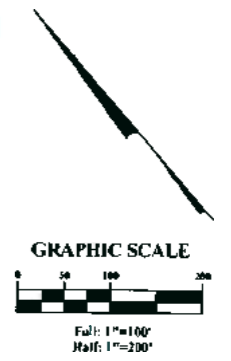
EMHT
EMHT Environmental Management & Technology, Inc.
2466 New Albany Road, Columbus, OH 43204
Phone: 614-775-6500 Fax: 614-775-3548
emht.com

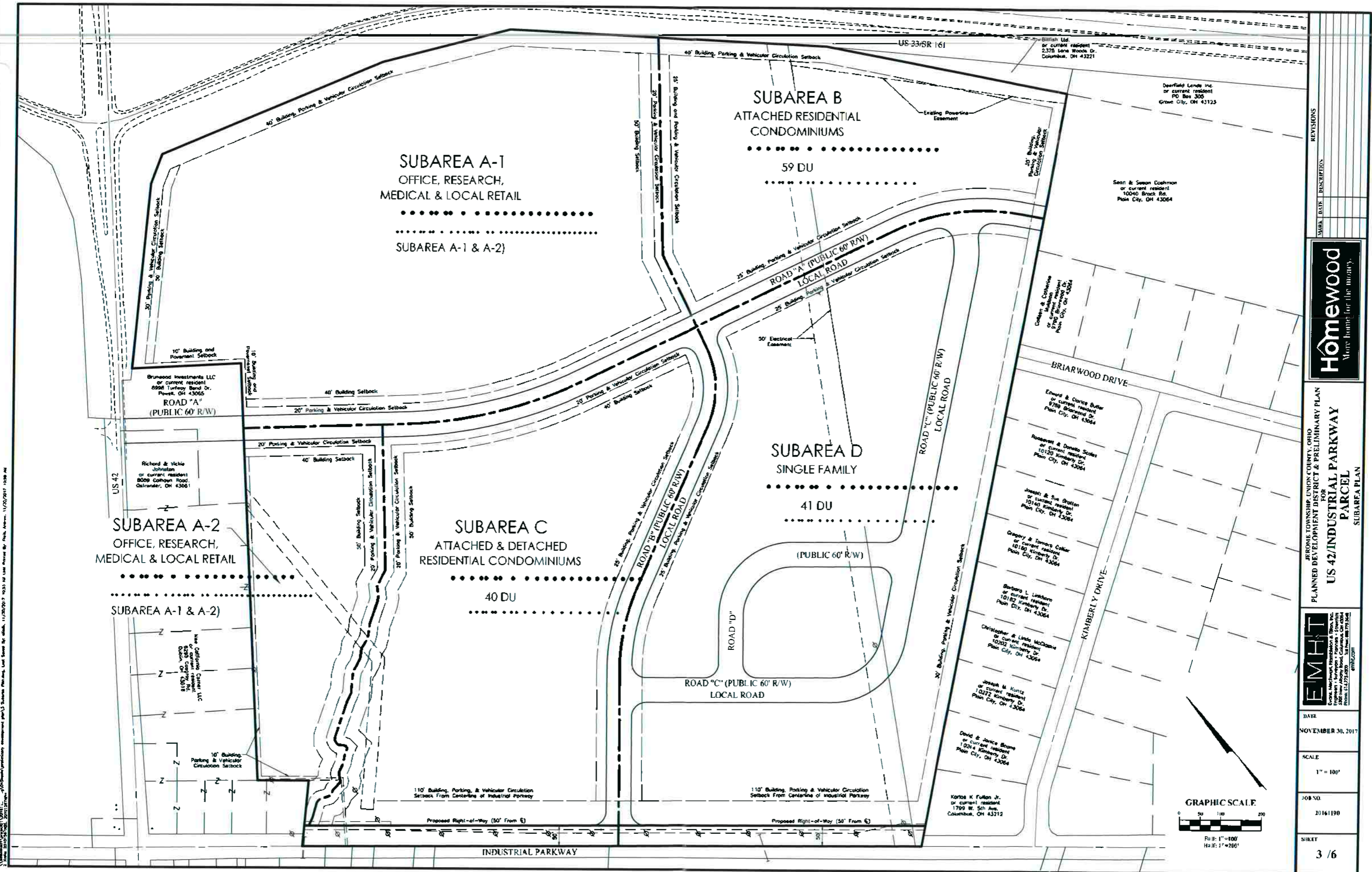
DATE
NOVEMBER 30, 2017

SCALE
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JOB NO.
20161190

SHEET
2/6



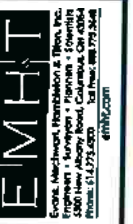


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MARK	DATE	DESCRIPTION



JEROME TOWNSHIP, UNION COUNTY, OHIO
 PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
 FOR
US 42/INDUSTRIAL PARKWAY
 PARCEL
 SUBAREA PLAN

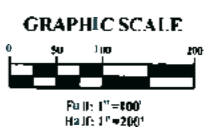


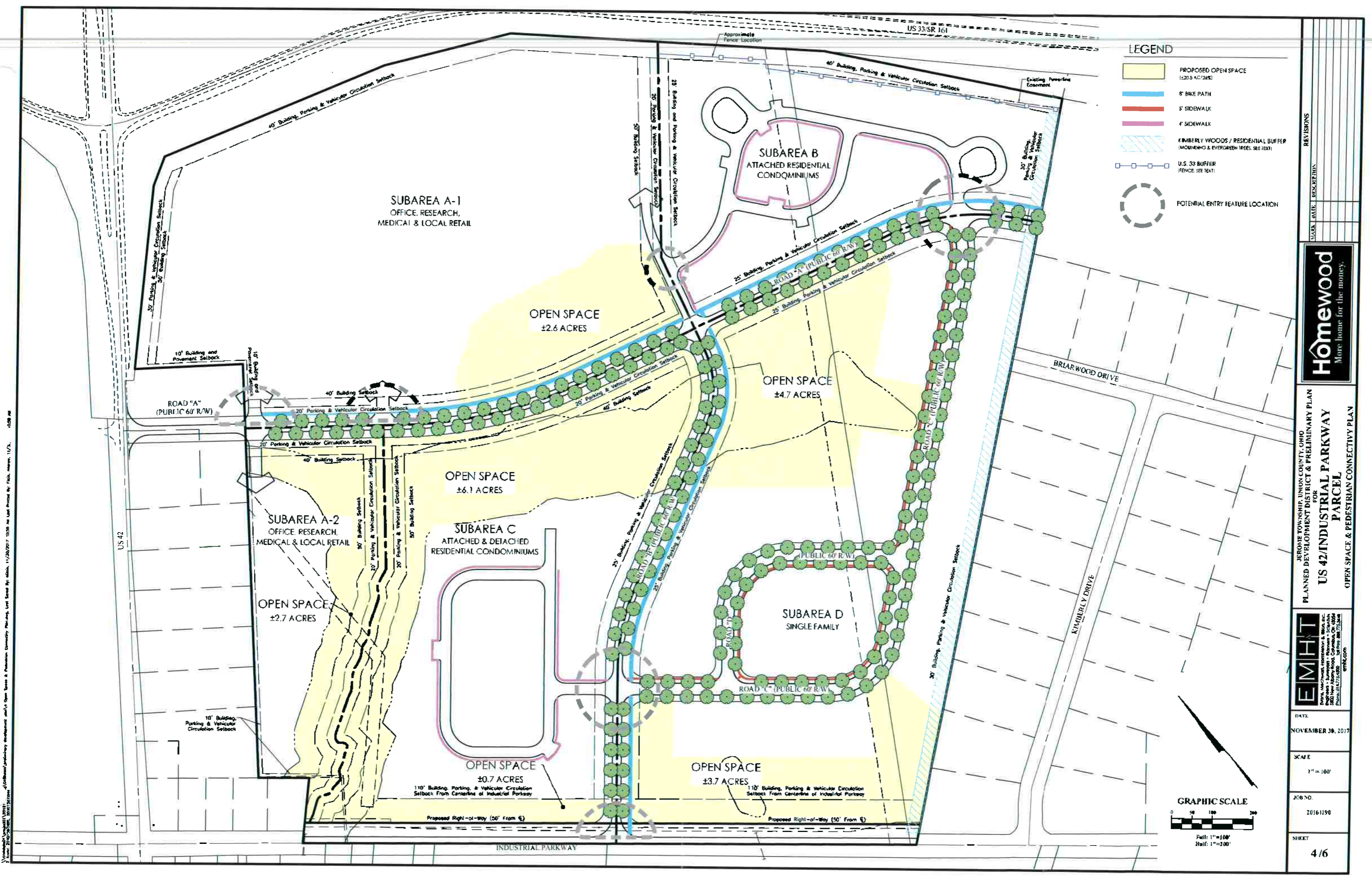
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JOB NO.
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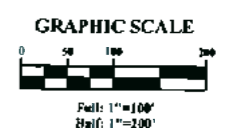
SHEET
3 / 6





LEGEND

- PROPOSED OPEN SPACE (±20.5 AC/24%)
- 8' BIKE PATH
- 5' SIDEWALK
- 4' SIDEWALK
- KIMBERLY WOODS / RESIDENTIAL BUFFER (MOUNTING & EVERGREEN TREES. SEE TEXT)
- U.S. 33 BUFFER FENCE (SEE TEXT)
- POTENTIAL ENTRY FEATURE LOCATION



REVISIONS

NO.	DATE	DESCRIPTION



JEROME TOWNSHIP, UNION COUNTY, OHIO
 PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
 FOR
US 42 INDUSTRIAL PARKWAY
PARCEL
 OPEN SPACE & PEDESTRIAN CONNECTIVITY PLAN

EMHT
 ENGINEERING, ARCHITECTURE, INTERIORS & DESIGN, INC.
 2500 New Albany Road, Columbus, OH 43221
 Phone: 614.775.6500 Fax: 614.775.3448
 emht.com

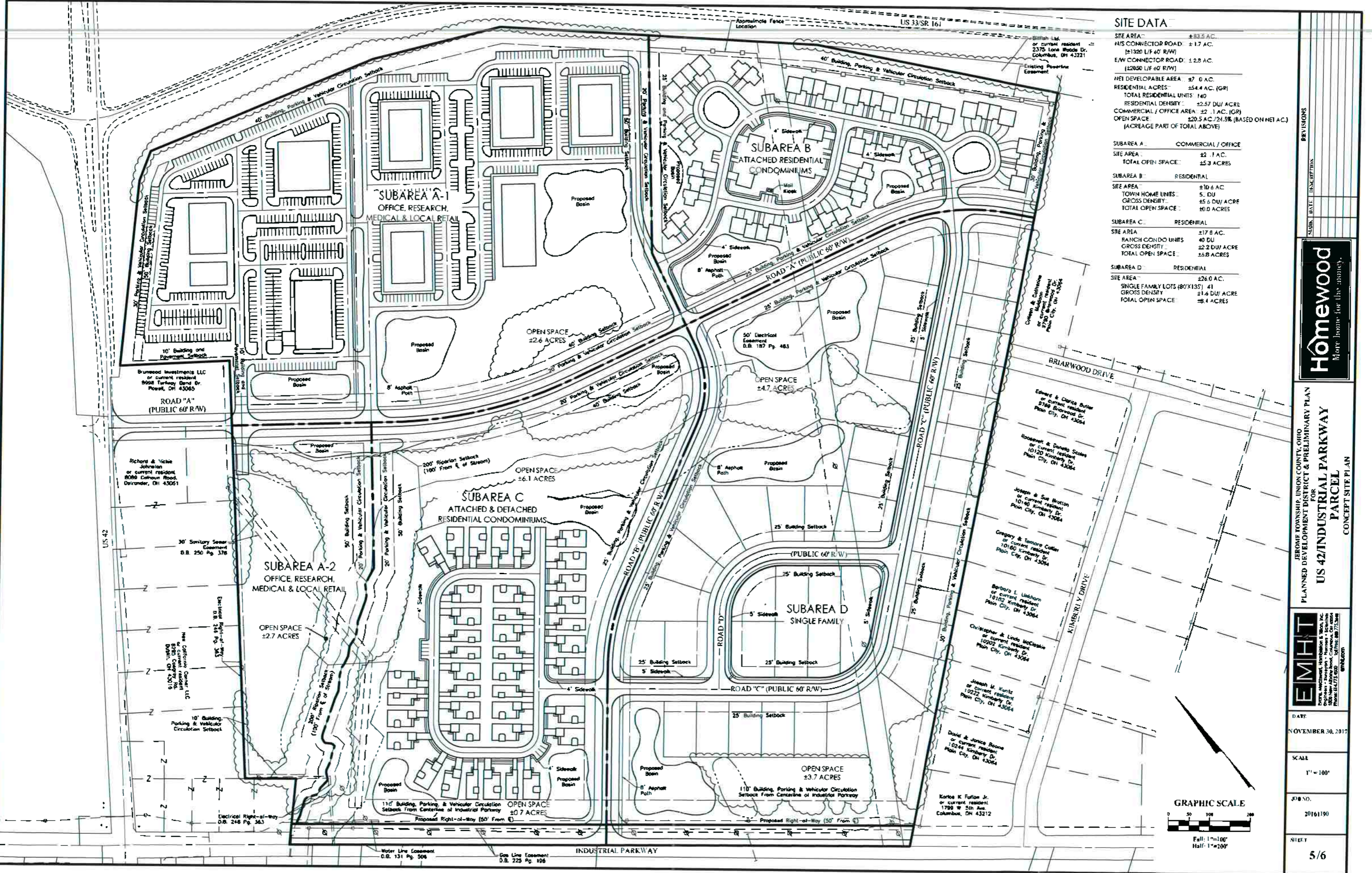
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JOB NO.: 20161198

SHEET: 4 / 6

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SITE DATA

SITE AREA:	± 83.5 AC.
N/S CONNECTOR ROAD:	± 1.7 AC. (±1320 L/F @ 40' R/W)
E/W CONNECTOR ROAD:	± 2.8 AC. (±2050 L/F @ 60' R/W)
NET DEVELOPABLE AREA:	± 70.0 AC.
RESIDENTIAL ACRES:	± 54.4 AC. (GPR)
TOTAL RESIDENTIAL UNITS:	140
RESIDENTIAL DENSITY:	± 2.57 DU/ACRE
COMMERCIAL / OFFICE AREA:	± 2.1 AC. (GPR)
OPEN SPACE:	± 20.5 AC./24.5% (BASED ON NET AC.) (± 6.5 AC. PART OF TOTAL ABOVE)
SUBAREA A - COMMERCIAL / OFFICE	
SITE AREA:	± 2.1 AC.
TOTAL OPEN SPACE:	± 5.3 ACRES
SUBAREA B - RESIDENTIAL	
SITE AREA:	± 10.6 AC.
TOWN HOME UNITS:	5. DU
GROSS DENSITY:	± 5.6 DU/ACRE
TOTAL OPEN SPACE:	± 0.0 ACRES
SUBAREA C - RESIDENTIAL	
SITE AREA:	± 17.8 AC.
RANCH CONDO UNITS:	40 DU
GROSS DENSITY:	± 2.2 DU/ACRE
TOTAL OPEN SPACE:	± 6.8 ACRES
SUBAREA D - RESIDENTIAL	
SITE AREA:	± 26.0 AC.
SINGLE FAMILY LOTS (80'x135'):	41
GROSS DENSITY:	± 1.6 DU/ACRE
TOTAL OPEN SPACE:	± 8.4 ACRES

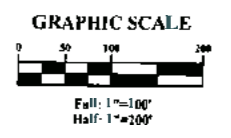
REVISIONS



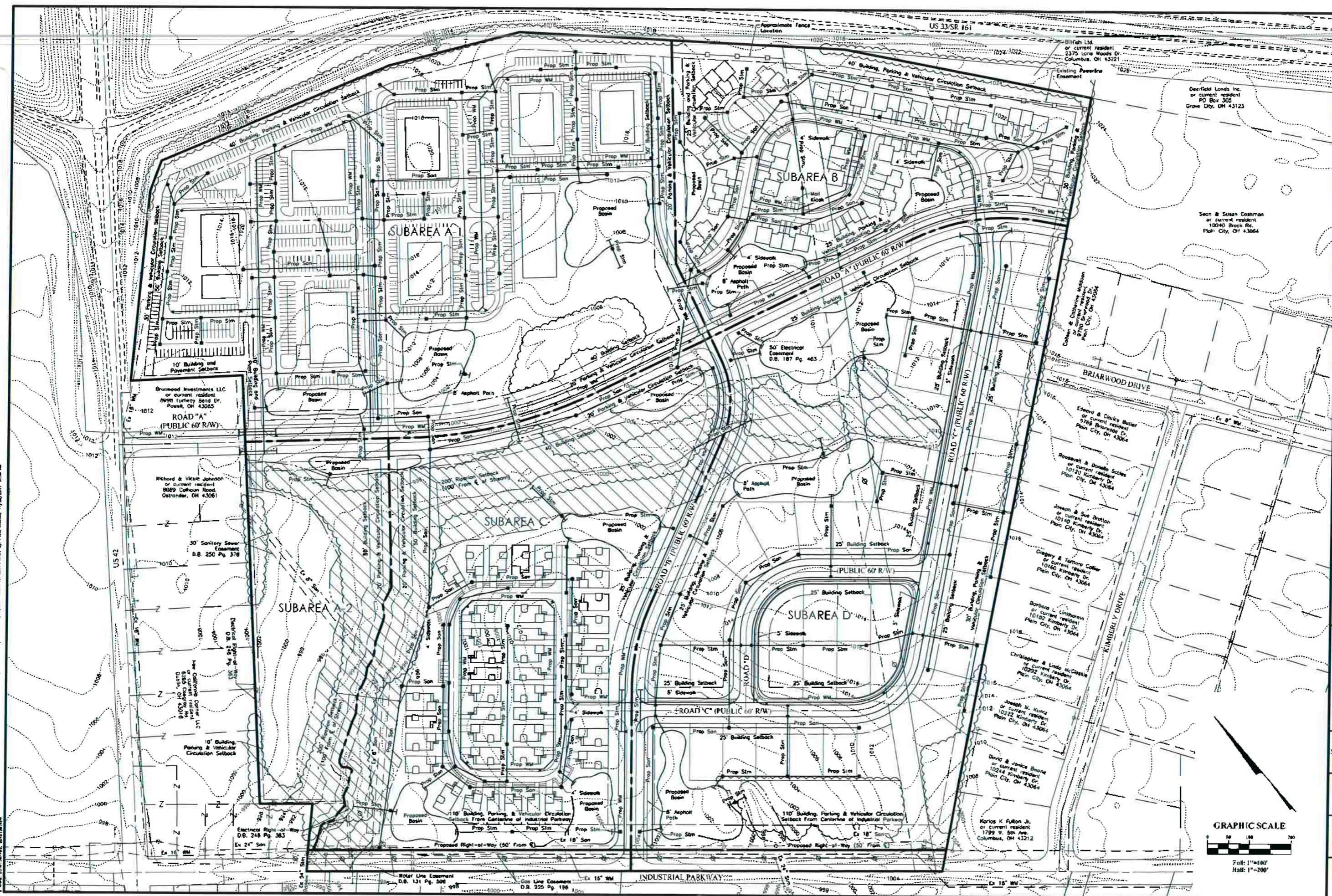
JEROME TOWNSHIP, UNION COUNTY, OHIO
 PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
 FOR
US 42/INDUSTRIAL PARKWAY
 PARCEL
 CONCEPT SITE PLAN



DATE:	NOVEMBER 30, 2017
SCALE:	1" = 100'
JOB NO.:	20161190
SHEET:	5/6



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1. The information on this drawing was prepared by the engineer on the basis of information furnished to him by the client. The engineer assumes no responsibility for the accuracy of the information furnished to him. 2. The information on this drawing was prepared by the engineer on the basis of information furnished to him by the client. The engineer assumes no responsibility for the accuracy of the information furnished to him.

MARK	DATE	DESCRIPTION



JEROME TOWNSHIP, UNION COUNTY, OHIO
 PLANNED DEVELOPMENT DISTRICT & PRELIMINARY PLAN
 FOR
US 42/INDUSTRIAL PARKWAY
 PARCEL
 PRELIMINARY UTILITY PLAN



DATE	NOVEMBER 30, 2017
SCALE	As Noted
JOB NO.	20143190
SHEET	6 / 6





Staff Report – Village Neighborhood, Section 3

Applicant:	<p>Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrinevolution.com</p>
Request:	Approval of the Village Neighborhood, Section 3 Preliminary Plat.
Location:	Located east of Hyland-Croy Road and north of Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat involves 31.314 acres of land and proposes 43 single-family residential lots and 22 multi-family residential lots (110 units).</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 3.639 acres in <i>public</i> right-of-way ○ 4.073 acres in <i>private</i> right-of-way ○ 13.757 acres in residential lots ○ 9.845 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ Jerome Village collection and City of Marysville public sanitary waste treatment <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 10-04-17. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none"> ○ No comments received as of 10-04-17. <p>• Union County Health Department</p> <ul style="list-style-type: none"> ○ No comments received as of 10-04-17. Standard comments from the Health Department are below: <ol style="list-style-type: none"> 1. “All efforts should be made to provide a point of connection (via easements and/or services lines)
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Staff Report – Village Neighborhood, Section 3

	<p>to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS).”</p> <ol style="list-style-type: none">2. “Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS.” <ul style="list-style-type: none">• City of Marysville<ul style="list-style-type: none">○ The City of Marysville submitted comments in a letter dated 10-04-17. The City recommended approval upon addressing the following comments as part of the Construction Drawing process:<ol style="list-style-type: none">1. Due to the mixture of private and public roadways within the development, the City requests all waterlines be private (and master metered) except for the waterline along Gardenia Drive.• Jerome Township<ul style="list-style-type: none">○ Jerome Township submitted comments in a letter dated 10-03-17. The Township reported the plan, layout, and lots as shown appear to meet the requirements of the zoning as approved by the township. However, the Township advised the applicant still needs to proceed with Final Development Plan approval and recommended the applicant secure approval of the Final Development Plan prior to submitting for Final Plat once it is clear that the engineering works.• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 10-04-17.• Ohio Edison<ul style="list-style-type: none">○ No comments received as of 10-04-17.• LUC Regional Planning Commission
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Staff Report – Village Neighborhood, Section 3

	<ol style="list-style-type: none"> 1. Label easements and widths. Easements for water and sewer must be a minimum for 20’ and 10’ for other utilities (§313, 12.; §414). 2. All variances or exceptions shall be approved by the County Commissioners before any action by the Regional Planning Commission. Add all variances or exceptions and their resolution number and date to Sheet 1 (§705). 3. A letter from Jerome Township certifying that the Final Plat conforms with the Township’s zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.). 4. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).
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Staff Recommendations:	<p>Staff recommends <i>DENIAL</i> of Village Neighborhood, Section 3 (VN-3) – Preliminary Plat. This is recommended with the understanding that the Z&S Committee may wish to make a different recommendation if the following occurs:</p> <ul style="list-style-type: none"> ○ Proof is provided to LUC that all variances or exceptions were approved by the County Commissioners.
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Z&S Committee Recommendations:	
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Zoning & Subdivision Committee
Thursday, January 11, 2018

The Zoning and Subdivision Committee met in regular session on Thursday, January 11, 2018 at 12:31 pm at the LUC East Liberty Office.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Chad Flowers, Dave Gulden, Charles Hall, Steve McCall, Heather Martin, Bill Narducci, Vince Papsidero, and Andy Yoder. Absent members were Tom Scheiderer, and Jeff Stauch.

Guests included: Adam Moore, City of Urbana; Gary Bias, Washington Township; Tucker Berg, Washington Township; Laura MacGregor Comek, Comek Law, LLC.

Wes Dodds and Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Vince Papsidero moved a motion to approve the minutes from the December 14, 2017 meeting as written and Bill Narducci seconded. All in favor.

1. Zoning and Subdivision Committee appointments 2018.
 - Andy Yoder nominated Scott Coleman as Chair and Wes Dodds as Co-Chair and Steve McCall seconded. The nominations were closed.
 - Steve McCall moved the motion to recommend Scott Coleman as Chair and Wes Dodds as Co-Chair and Charles Hall seconded. All in favor.
2. Review of Allen Township Parcel Amendment from M-1 to B-3 (Union County) – Staff Report by Brad Bodenmiller
 - Steve McCall – So they're going to create a landlocked parcel?
 - Brad Bodenmiller – Correct.
 - Vince Papsidero – There's property surrounding the interchange that is vacant; is there other alternative sites based on the plan and the zoning?
 - Brad Bodenmiller gave an explanation of vacant land in the area that is planned for commercial in the Future Land Use Plan.
 - Vince Papsidero – Did the conception show an access to the back portion of the land?
 - Brad Bodenmiller – The township copied me on an email; it indicated access by easement only.
 - Dave Gulden – I received a letter from Honda, they are opposed to this project.
 - Wes Dodds read the letter from Honda to the committee.
 - Wes Dodds – Has a traffic study been completed here?



- Bill Narducci – I wasn't here at that time in 2005 so I don't know. There was a preliminary traffic study done but it was a different use and area. I believe that the frontage there is ODOT's jurisdiction, so any access would be their call in regards to the Traffic Study.
 - Charles Hall – I do know only as observation that there is a lot of truck traffic at that intersection.
 - Wes Dodds – What was the action taken in 2005?
 - Brad Bodenmiller – It was denied for various reasons, i.e. mixed of uses, traffic.
 - Charles Hall – Traffic was the biggest concern.
 - Tyler Bumbalough – Obviously Pilot has seen a demand. Is there another truck stop nearby?
 - Charles Hall – Knowing the proximity to the plant, it's really a traffic issue. There are other properties that are close but would not create the traffic issue that this parcel does.
 - Steve McCall – I have issues with the plan and creating a landlocked piece. I'd suspect that they'd still have to go through and construct a road and dedicate it to the township. As far as deviating from their future plan, I would not be in favor of that. I'd also think ODOT would also have an entrance based on how close it is to the ramp. I don't think this is the best location.
 - Charles Hall – That Stokes Road is already an issue. I'd hate to see more traffic coming in there. It would just be a traffic problem.
 - Bill Narducci – Especially with the way they've proposed their access. We did have a preliminary meeting with them months ago. We recommended they try to acquire another piece and try to square the parcel up. Ideally, you would have a 4-way intersection.
 - Charles Hall – That's a hazard as it is right now.
 - Charles Hall moved a motion to recommend denial of the Allen Township Parcel Amendment from M-1 to B-3 in accordance with the staff report and Vince Papsidero seconded. All in favor.
3. Review of Jerome Township Parcel Amendment from RU to PD (Union County) – Staff Report by Brad Bodenmiller
- Charles Hall – What is Subarea A-2?
 - Brad Bodenmiller – They've split Subarea A into two sections; it's office, research, medical.
 - Charles Hall – Industrial Parkway at some point is going to be widened. I get a little concerned at those ponds so close to the right-of-way, it's going to be widened right there. There's already going to be a problem in the other subdivision.



Logan-Union-Champaign regional planning commission

- Scott Coleman – Will the county allow them to not provide access to the adjoining subdivision? If it was platted that way, they have to allow it.
 - Bill Narducci – Our plan shows it connecting. The original proposal did have that connection point. We wanted to make sure we had two points of egress/ingress. Now we have two access points and the plan now more closely reflects what our Thoroughfare Plan shows. This is a piece of property that we don't control.
 - Scott Coleman – Would we allow a subdivision that doesn't connect them? You mentioned the traffic. You could very easily have both of those entrances blocked and with an accident you wouldn't be able to get into there.
 - Steve McCall – Many times they create the streets to not encourage people to cut through subdivisions.
 - Chad Flowers – I think the road connection makes sense. The percentage of residential in it, in the 33 NW Corridor group, we talk about how important that US 33 frontage is and the importance of office. I'd like to see a reduction in the residential; especially in Subarea B. The layout specifically on A, the design of that is very disjointed and weak. I'd like some guidelines on how that's laid out. The text doesn't discuss building materials, it just lists everything. It'd be nice to have a percentage of durable, etc. Also, the bike paths, I like those, but I'd want to add that along Industrial Parkway; we have a Union County Master Trails Plan that I'd like to see added as well; the Plan intends a bike path on the north side of Industrial Parkway.
 - Scott Coleman – Along with the comments, accommodations need to be made for the traffic; whenever there is proposed residential development along the freeway, I'd like to see the developer to have a sound barrier instead of falling to the highway department.
 - Vince Papsidero - Is the access too close to the ramps at 42 and 33?
 - Bill Narducci – That's a potential concern that a traffic study could address.
 - Vince Papsidero – The electrical easement runs across two single family parcels; that's a concern.
 - Chad Flowers – It's a good opportunity for an off road bike trail; be more creative unique design; even on the other open spaces, there's nothing that utilizes that area.



- Charles Hall – US42 is very busy and to put another curb cut there, I find that difficult. I don't know that the state would allow it.
 - Bill Narducci – I think this development would acquire some of that property and clean it up and clear up some confusion.
 - Vince Papsidero – Is there a chance that ODOT would restrict that?
 - Bill Narducci – That's possible. They have the authority.
 - Steve McCall – That future road, 60 feet is not very much right of way.
 - Charles Hall – It always concerns me when a road gets widened and you have a pond right next to the road, that's a disaster for someone going to get killed.
 - Bill Narducci – That's a constant problem we have with development.
 - Bill Narducci moved a motion to recommend denial of the Jerome Township Parcel Amendment from RU to PD in accordance with staff report and Wes Dodds seconded. All in favor.
- 4. Review of Jerome Village VN-3 Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller – The developer submitted a request to table this submittal.
 - Steve McCall moved a motion to recommend accepting of the request to table Jerome Village VN-3 Preliminary Plat and Andy Yoder seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:14 am with Steve McCall moving the motion to adjourn and Andy Yoder seconding. All in favor.