



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

## Zoning & Subdivision Committee

Thursday, February 8, 2024, 12:15 pm

- Minutes from the last meeting of January 11, 2024
- 1. Review of Jerome Village Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Mitchell Highlands Section 3 – Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 3. Review of Mitchell Highlands Section 5 – Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 4. Review of Village Neighborhood Section 11 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 5. Review of Jerome Township Zoning Parcel Amendment (Union County) - Staff Report by Gram Dick
- 6. Review of Rushcreek Township Zoning Text Amendment (Logan County) - Staff Report by Aaron Smith
- 7. Review of Union Township Zoning Text Amendment (Logan County) – Staff Report by Aaron Smith

### Members:

Tyler Bumbalough – City of Urbana Engineer  
Scott Coleman – Logan County Engineer  
Weston R. Dodds – City of Bellefontaine Safety Service Director  
Ashley Gaver – City of Marysville Planner  
Steve Robinson – Union County Commissioner  
Steve McCall – Champaign County Engineer  
Tammy Noble – City of Dublin Planning  
Tom Scheiderer – Jefferson & Zane Township Zoning Inspector  
Jeff Stauch – Union County Engineer  
Todd Freyhof – North Lewisburg Administrator  
LUC Staff

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



**Staff Report – Jerome Village Preliminary Plat Extension**

<b>Applicant:</b>	<p><b>Jerome Village Company, LLC</b>  c/o Gary Nuss  375 North Front Street, Suite 200  Columbus, OH 43215  <a href="mailto:nussg@nationwide.com">nussg@nationwide.com</a>  <a href="mailto:larks@nationwide.com">larks@nationwide.com</a></p> <p><b>Terrain Evolution, Inc.</b>  c/o Justin Wollenberg PE  720 East Broad Street, Suite 203  Columbus, OH 43215  <a href="mailto:jwollenberg@terrainevolution.com">jwollenberg@terrainevolution.com</a></p>
<b>Request:</b>	Approval of the Jerome Village – Preliminary Plat Extension for a period of two (2) years.
<b>Location:</b>	Located north of US Hwy 33 on the east side of Jerome Township, Union County.

<b>Staff Analysis:</b>	<p>This Preliminary Plat Extension is for the Jerome Village Development in its entirety. The applicant is requesting another two-year extension. The Jerome Village Preliminary Plat was originally approved in February 2008, and then extended in 2010, 2012, 2014, 2016, 2018, 2020, and 2022.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> <li>○ City of Marysville public water system</li> <li>○ Method of sanitary waste disposal is the Jerome Village collection system and City of Marysville treatment</li> </ul> <p>• <b>Union County Engineer’s Office</b></p> <ul style="list-style-type: none"> <li>○ No comments as of 01-31-24.</li> </ul> <p>• <b>Union County Soil &amp; Water Conservation District</b></p> <ul style="list-style-type: none"> <li>○ In an email dated 01-29-24, the District advised it had no comments.</li> </ul> <p>• <b>Union County Health Department</b></p> <ul style="list-style-type: none"> <li>○ No comments as of 01-31-24.</li> </ul>
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## Staff Report – Jerome Village Preliminary Plat Extension

	<ul style="list-style-type: none"><li>• <b>City of Marysville</b><ul style="list-style-type: none"><li>○ In an email dated 02-02-24, the City advised it had no comments.</li></ul></li><li>• <b>Jerome Township</b><ul style="list-style-type: none"><li>○ The Township submitted comments in a letter dated 01-29-24. The Township did not raise any concerns with the extension.</li></ul></li><li>• <b>ODOT District 6</b><ul style="list-style-type: none"><li>○ No comments as of 01-31-24.</li></ul></li><li>• <b>Union Rural Electric</b><ul style="list-style-type: none"><li>○ No comments as of 01-31-24.</li></ul></li><li>• <b>Ohio Edison</b><ul style="list-style-type: none"><li>○ No comments as of 01-31-24.</li></ul></li><li>• <b>LUC Regional Planning Commission</b><ol style="list-style-type: none"><li>1. All comments from reviewing agencies, including those from past review periods dating back to 2008, should be incorporated into platting of upcoming pods and phases.</li></ol></li></ul>
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<b>Staff Recommendations:</b>	LUC Staff recommends <b>CONDITIONAL APPROVAL</b> of the Jerome Village Preliminary Plat Extension with the <b>condition</b> that all comments from LUC and reviewing agencies, including those from past review periods dating back to 2008, should be incorporated into future platting of phases and pods. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated <i>prior</i> to submittal.
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<b>Z&amp;S Committee Recommendations:</b>	<i>Options for action:</i> <ul style="list-style-type: none"><li>○ <i>Approval</i></li><li>○ <i>Conditional Approval (state conditions)</i></li><li>○ <i>Denial (state reasons)</i></li><li>○ <i>Table (if requested)</i></li></ul>
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January 18, 2024

Mr. Brad Bodenmiller, Director  
LUC Regional Planning Commission  
9676 E. Foundry Street  
East Liberty, Ohio 43319

Re: Jerome Village  
Preliminary Plat Extension Request

Dear Mr. Bodenmiller:

Jerome Village Preliminary Plat was approved by the LUC Executive Committee February 14, 2008, 2-year extensions were granted February 19, 2010, February 9, 2012, February 13, 2014, February 11, 2016, February 14, 2018, February 13, 2020 and February 10, 2022. Per current regulations, it is our understanding that approval of the Preliminary Plat is valid for a period of two (2) years, at which time request for extension is required.

Please accept this letter as our formal request for an extension of the Jerome Village Preliminary Plat for the maximum duration available. Please contact me if we are required to provide additional submittals, i.e. plans, electronic files, etc. to complete the extension approval process.

Should you have any questions, please contact me to discuss.

Respectfully Submitted,  
Terrain Evolution, Inc.



Justin Wollenberg, PE, CPESC  
Sr. Project Director

CC: File  
Nationwide Realty Investors



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Date: \_\_\_\_\_

Location: \_\_\_\_\_  
Township: \_\_\_\_\_ Military Survey: \_\_\_\_\_  
Complete Parcel(s) Identification Number (PIN): \_\_\_\_\_

Have Sketch Plan review letters been obtained? \_\_\_\_\_ (Engineer, SWCD, Board of Health)

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Name of Applicant's Surveyor or Engineer** \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Proposed Acreage to be Subdivided: \_\_\_\_\_

Current Zoning Classification: \_\_\_\_\_

Proposed Zoning Changes: \_\_\_\_\_

Proposed Land Use: \_\_\_\_\_

Number of proposed lots: \_\_\_\_\_ Typical lot width (feet): \_\_\_\_\_  
Number of proposed units: \_\_\_\_\_ Typical lot area (sq. ft.): \_\_\_\_\_  
Single Family Units: \_\_\_\_\_ Multi-Family Units: \_\_\_\_\_

Acreage to be devoted to recreation, parks or open space: \_\_\_\_\_

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



# Logan-Union-Champaign regional planning commission

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Recreation facilities to be provided: \_\_\_\_\_

Do you propose deed restrictions? (If yes, attach a copy): Yes \_\_\_\_ No \_\_\_\_

1. Proposed method of Supplying Water Service: \_\_\_\_\_

2. Proposed method of Sanitary Waste Disposal: \_\_\_\_\_  
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: \_\_\_\_\_  
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

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Date filed: \_\_\_\_\_ Filing Fee: \_\_\_\_\_

Date of Meeting of Planning Commission: \_\_\_\_\_

Action by Planning Commission: \_\_\_\_\_

If rejected, reason(s) for: \_\_\_\_\_

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## Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"		
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.		
3	Location by section, range, and township or Virginia Military Survey (VMS).		
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.		
5	Date of survey.		
6	Scale of the plat, north point, and date.		
7	Boundaries of the subdivision and its acreage.		
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.		
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.		
10	Zoning classification of the tract and adjoining properties.		
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.		
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.		
13	Layout, names and widths of proposed streets and easements.		
14	Building setback lines with dimensions.		
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.		
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.		
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.		



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18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		
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Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.		
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.		
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.		
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.		
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.	N/A	
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.	N/A	
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.		
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		

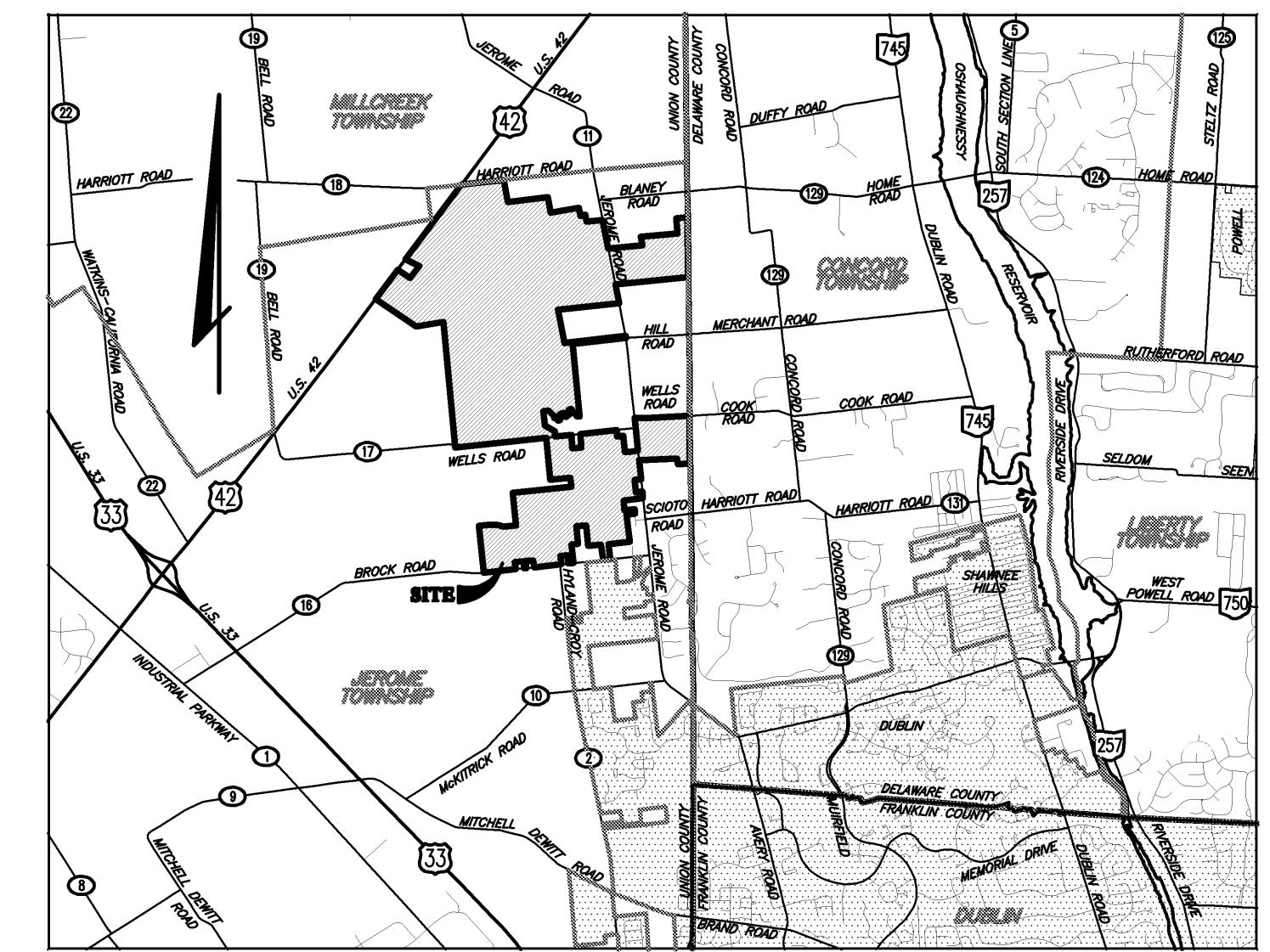
10820 St Rt 347, PO Box 219  
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# UNION COUNTY, OHIO JEROME TOWNSHIP PRELIMINARY PLAT FOR JEROME VILLAGE 2008

VIRGINIA MILITARY LANDS NOS. 2365, 2990, 2991, 3005, 3244, 5234



**LOCATION MAP**  
SCALE: 1"=5280'

### INDEX OF SHEETS

Face Sheet	1
Property Index and Topographic/Flood Route Map	2-3
Utility Index Map and Typical Sections	4-5
Access Management Plan & Table	6-7
Hyland-Croy Road Extension	8-12
Home Road Extension	13-14A
Eversole Parkway	15-17
Ryan Parkway	18-19
Offsite Utility Map	20
Erosion & Sedimentation Control Details	21-23
Stormwater Master Plan	24-27

### PROJECT SUMMARY

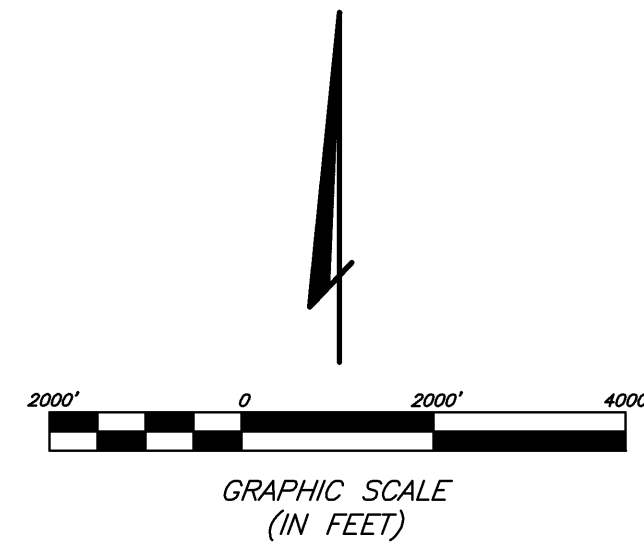
Project Area: 1394.7±Ac. (Total)  
 1385.0± Union County  
 9.7± Delaware County (Deed Restricted to Open Space)  
 Existing Zoning: U-1 (Rural District)  
 Proposed Zoning: PUD (Planned Unit Development)

### NEIGHBORHOOD SUMMARY

Jerome Commercial Center 141.6± Gross Ac. 1,046,600 S.F.  
 Jerome Town Center 42.4± Gross Ac. 412,600 S.F. (75 Units)  
 Village Neighborhood 327.7± Gross Ac. 1521 # Units  
 Elementary School/Civic 30.3± Gross Ac.  
 Eversole Run Neighborhood 269.4± Gross Ac. 424 # Units  
 Glacier Park Neighborhood 235.0± Gross Ac. 514 # Units  
 Middle & Elementary School 39.8± Gross Ac.  
 Prop. Right-of-Way  
 (Home Road Ext., Hyland-Croy Ext., 69.0± Ac.  
 Eversole Parkway, Ryan Parkway)  
 Ex. Right-of-Way Dedication 24.5± Ac.

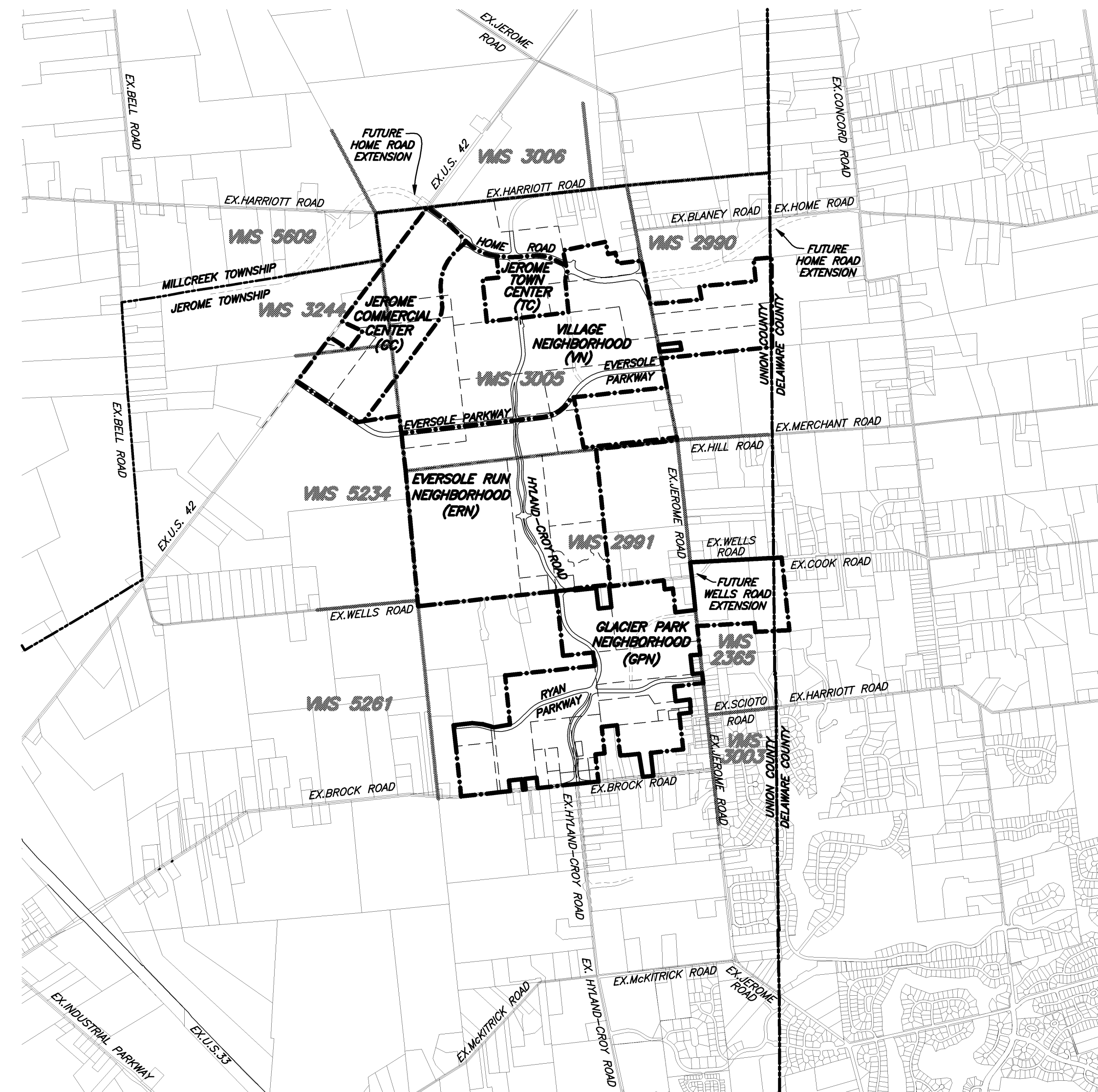
### OPEN SPACE SUMMARY

Public Open Space 251.9± Ac.  
 Development Data Table Open Space 306.6± Ac.  
 Total Open Space 558.5± Ac.  
 Percent Open Space 40.0%±



### NOTES

- Note A:** All of Jerome Village is in the Flood Hazard Zone X (Areas outside the 500-year flood plain) on the Federal Emergency Management Agency Flood Insurance Rate Maps, Map Number 390808 0150 B, effective date September 27, 1991.
- Note B:** Be advised; a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.
- Note C:** All storm water drainage including flood routing, open ditches and basins which accept public storm water, will be a part of the Union County Ditch Maintenance Program. Each Subarea will file a separate Ditch Maintenance Petition.
- Note D:** All log jams, etc. shall be removed from streams that will be a part of the Union County Ditch Maintenance Program.
- Note E:** All easements and setbacks for stream maintenance shall be reviewed by Union County Soil & Water Conservation District for access to said streams prior to acceptance.
- Note F:** Wells Road/Jerome Road intersection to be aligned with development of GPN-3 Final Engineering Plans.
- Note G:** Existing and proposed trees are allowed within right-of-way if roadway is curbed and posted speed is 35 MPH or less. County Engineer to review on case by case basis for all other conditions.
- Note H:** Vegetated swales, including rain gardens & Bio-swales, are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8" and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.
- Note I:** Construction drawings of GPN-7 are to include detailed plans of bike path connection to Glacier Ridge Metro Park.
- Note J:** Mounding, landscaping, or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.



**INDEX MAP**  
SCALE: 1" = 2000'

### OWNER/DEVELOPER

**JEROME VILLAGE**  
 Where life is in balance.  
 Jerome Village Company, LLC  
 720 E. Broad Street  
 Suite 200  
 Columbus, OH 43215  
 Ph: (614)242-4000  
 Fax: (614)242-4001

### CONSULTING ENGINEER

**TERRAIN EVOLUTION**  
 Terrain Evolution, Inc.  
 720 E. Broad Street  
 Suite 203  
 Columbus, OH 43215  
 Ph: (614)242-4000  
 Fax: (614)242-4001

### SURVEYOR

Benchmark Surveying & Mapping Company  
 70 South Liberty Road  
 Suite 102  
 Powell, OH 43065  
 Ph: (614)880-1201  
 Fax: (614)880-1202

PREPARED BY:

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4800 Fax: 614.775.4800  
 M C M X X V I

**2 WORKING DAYS**  
**BEFORE YOU DIG**  
 CALL TOLL FREE 800-362-2764  
 OHIO UTILITIES PROTECTION SERVICE

### UTILITY COMPANIES

**Sanitary Sewer & Water**  
 City of Marysville  
 Public Service Center  
 455 North Maple Street  
 Marysville, OH 43040  
 Ph: (937)642-0116  
 Fax: (937)642-0179

Union County Engineer  
 233 West Sixth Street  
 Marysville, OH 43040  
 Ph: (937)645-3018  
 Fax: (937)645-3161

**Electric**  
 Union Rural Electric  
 15461 U.S. Route 36E  
 P.O. Box 393  
 Marysville, OH 43040  
 Ph: (937)642-1826  
 Fax: (937)644-4239

Ohio Edison  
 1040 South Prospect Street  
 Marion, OH 43302  
 Ph: (800)633-4766  
 Fax: (740)382-7108

**Gas**  
 Clearfield Ohio Holdings Inc.  
 6724 Perimeter Loop Drive-Box 180  
 Dublin, OH 43017  
 Ph: (614)889-5904  
 Fax: (614)792-0469

Columbia Gas  
 920 W. Goodale Boulevard  
 Columbus, OH 43212  
 Ph: (614)460-2172  
 Fax: (614)989-1207

**Telephone/Cable/Internet**  
 Verizon  
 550 Leader Street  
 Marion, OH 43302  
 Ph: (740)383-0729  
 Fax: (937)382-1910

Time Warner Cable  
 P.O. Box 2553  
 Columbus, OH 43216  
 Ph: (614)481-5263  
 Fax: (614)255-6428

**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4800 Fax: 614.775.4800  
 M C M X X V I

PREPARED FOR:

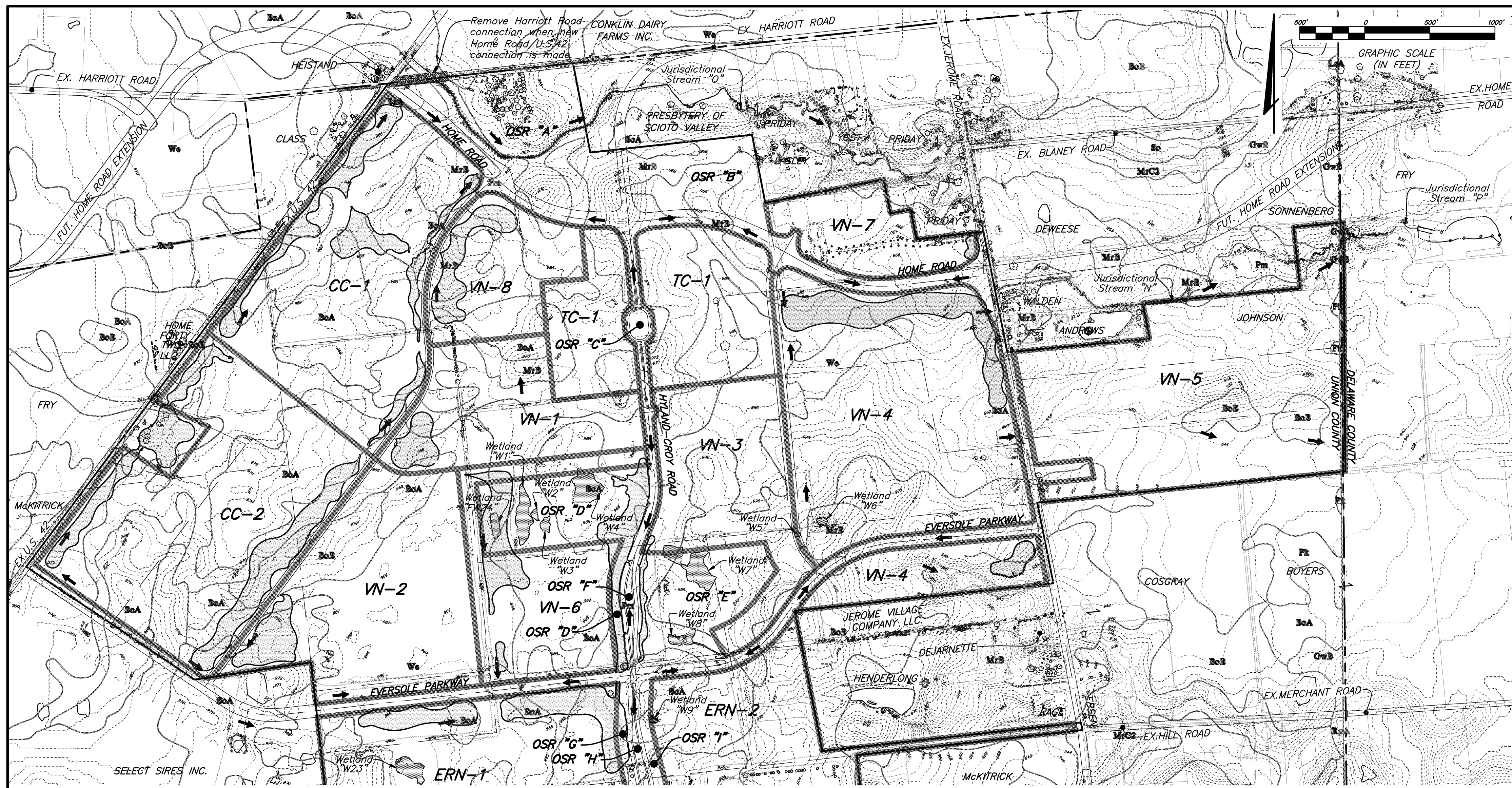
**JEROME VILLAGE  
 COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 FACE SHEET

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
As Noted	<b>1/27</b>





Road Name	R/W Width (Ft.)	PVMT Width (Ft.)	Ultimate R/W Width (Ft.)	Ultimate PVMT Width (Ft.)
U.S. 42	60	22.5	100	36
Brock Road	60	23	100	36
Wells Road	60	19	100	24
Jerome Road	60	21	100	36
Harriott Road	50	17	100	24

Sub-area or Reserve	Use	Site Acreage (Ac.)	Open Space Provided (Ac.)
VN-6	Elementary School/Civic	30.3	24.3
GN-4	Middle & Elementary School	39.8	19.9
OSR "A"	Open Space Reserve	22.1	22.1
OSR "B"	Open Space Reserve	13.0	13.0
OSR "C"	Open Space Median	0.7	0.7
OSR "D"	Open Space Reserve	18.4	18.4
OSR "E"	Open Space Reserve	16.7	16.7
OSR "F"	Open Space Median	0.6	0.6
OSR "G"	Open Space Reserve	3.7	3.7
OSR "H"	Open Space Median	2.1	2.1
OSR "I"	Open Space Reserve	3.7	3.7
OSR "J"	Open Space Median	0.5	0.5
OSR "K"	Open Space Reserve	25.9	25.9
OSR "L"	Open Space Reserve	27.1	27.1
OSR "M"	Open Space Reserve	6.0	6.0
OSR "N"	Open Space Reserve	1.3	1.3
OSR "O"	Open Space Reserve	3.8	3.8
OSR "P"	Open Space Reserve	1.4	1.4
OSR "Q"	Open Space Reserve	25.0	25.0
OSR "R"	Open Space Median	2.1	2.1
OSR "S"	Open Space Reserve	25.9	25.9
OSR "T"	Open Space Reserve	7.7	7.7
<b>Totals</b>		<b>277.8</b>	<b>251.9</b>

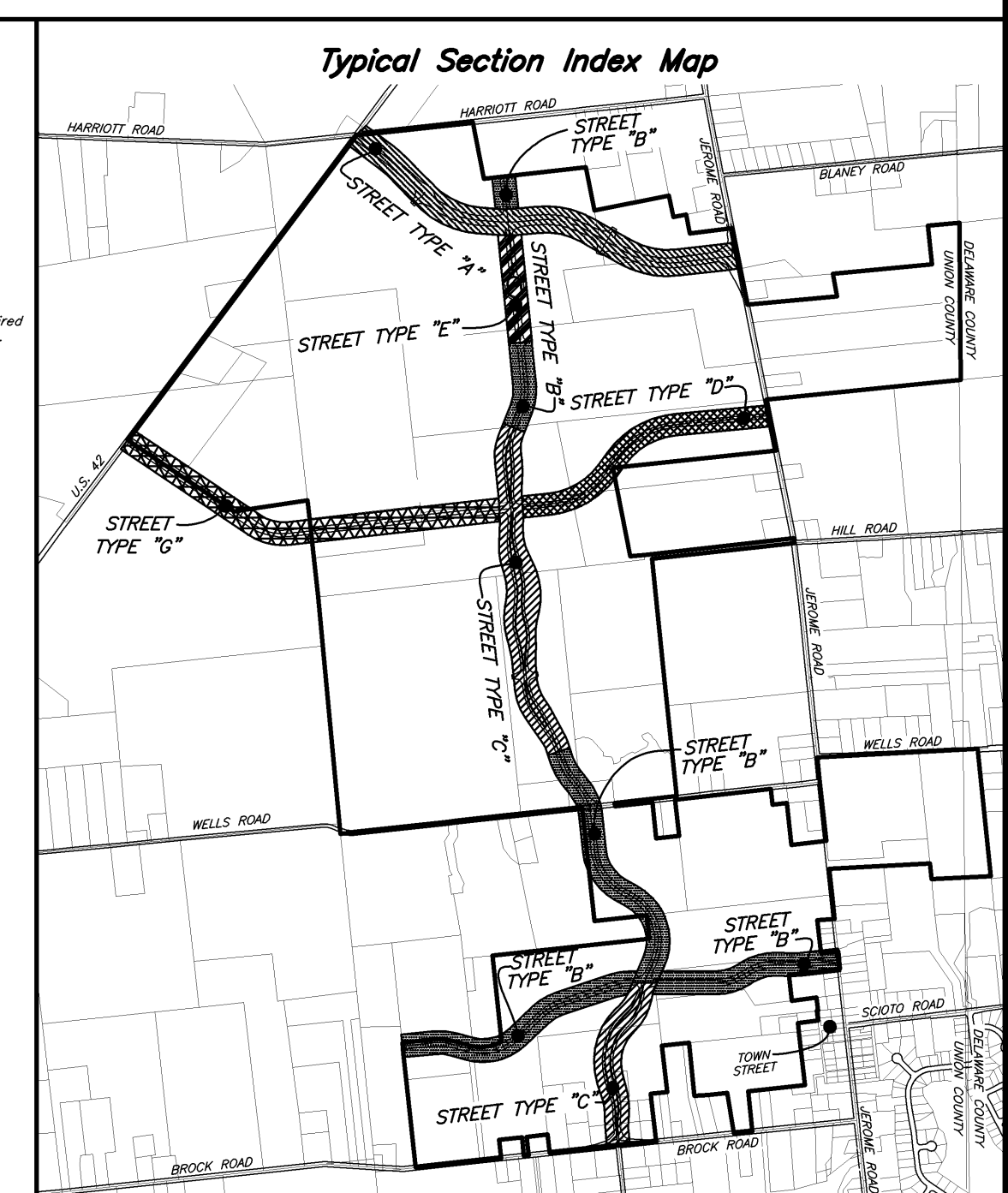
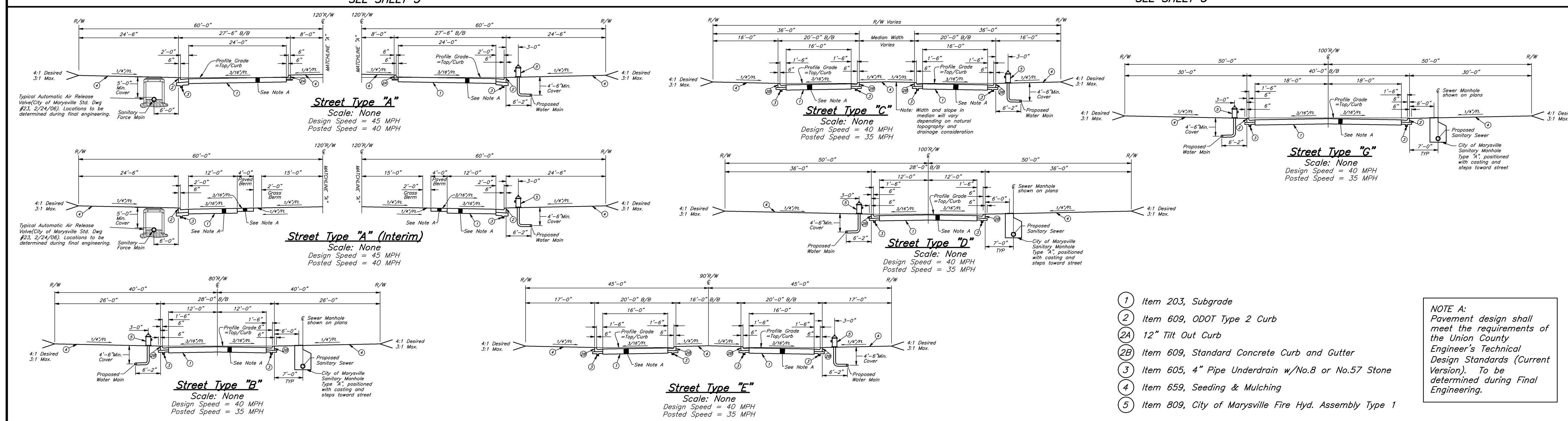
Sub Area	Use	Site Acreage (Ac.)	Min. Lot Width at B/L (Ft.)	Maximum Units or Sq.Ft.	Open Space Provided (Ac.)
CC-1	Office/Commercial	66.6	-	543,000 SF	16.9
CC-2	Commercial	75.0	-	509,000 SF	13.6
OSR "A"	Civic/Office/Retail (Residential over Commercial)	42.4	-	412,600 SF (75 Units)	6.2
VN-1	Attached Residential	31.2	-	208 Units	8.2
VN-2	Single Family	53.4	50	173 Units	11.0
VN-3	Single Family	35.1	50	140 Units	5.4
VN-4	Single Family	92.5	50	270 Units	30.4
*VN-5	Single Family	*76.0	60	220 Units	*22.9
VN-7	Attached Residential	16.7	-	88 Units	2.9
OSR "I"	Attached Residential/Congregate Care	23.0	-	172 Units/250 Units	6.3
ERN-1	Single Family	102.8	80	163 Units	37.3
ERN-2	Single Family	79.9	80	162 Units	25.0
ERN-3	Single Family	15.0	150	5 Units	10.3
ERN-4	Single Family	23.9	150	14 Units	10.8
ERN-5	Single Family	47.8	80	80 Units	17.4
GN-1	Single Family	12.4	90	16 Units	3.7
GN-2	Single Family	48.7	80	99 Units	14.3
*GN-3	Single Family	*51.7	80	95 Units	23.0
GN-5	Attached Residential	27.2	-	116 Units	6.1
GN-6	Single Family	37.1	60	68 Units	13.4
GN-7	Single Family	57.9	70	120 Units	21.5
<b>Total</b>		<b>1016.2</b>		<b>2534 Units</b> <b>1,484,600 S.F.</b>	<b>306.6</b>

**TOTAL OPEN SPACE PROVIDED: 558.5 Ac.**

**LEGEND**

- Sub Area
- Ex. Tree Row
- Soil Type
- Soil Survey Boundary
- Ex. Pond/Wetland
- Prop. Pond/Stormwater Management

*See Access Management Plan Sheets 6 & 7.*



MARK	DATE	DESCRIPTION



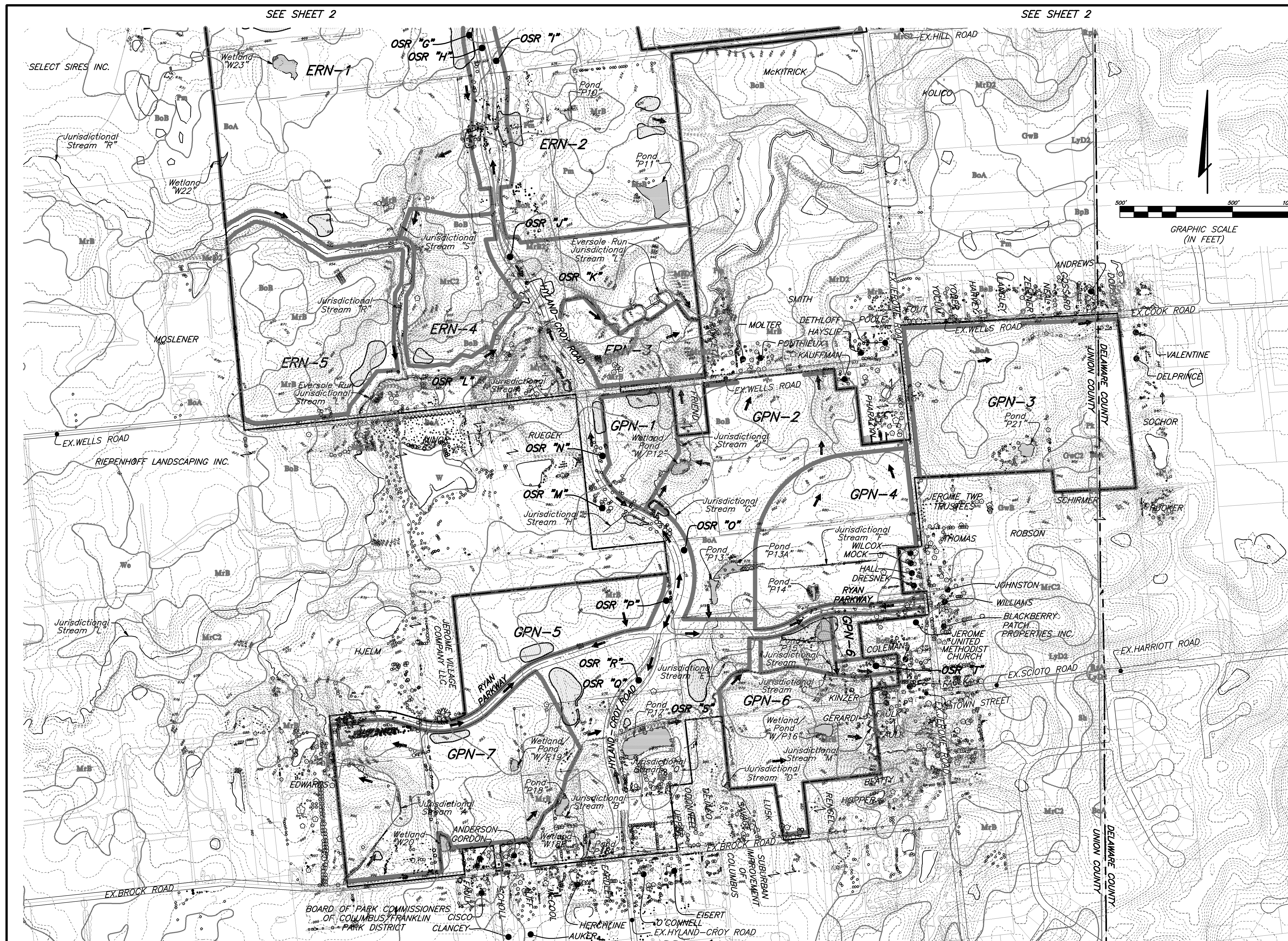
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215



COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 PROPERTY INDEX AND TOPOGRAPHIC/FLOOD ROUTE MAP

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=50'	<b>2/27</b>





Road Name	R/W Width (Ft.)	PVMT Width (Ft.)	Ultimate R/W Width (Ft.)	Ultimate PVMT Width (Ft.)
U.S. 42	60	22.5	100	36
Brock Road	60	23	100	36
Wells Road	60	19	100	24
Jerome Road	60	21	100	36
Harriott Road	50	17	100	24

Sub-area or Reserve	Use	Site Acreage (Ac.)	Open Space Provided (Ac.)
VN-6	Elementary School/Civic	30.3	24.3
GPN-4	Middle & Elementary School	39.8	19.9
OSR "A"	Open Space Reserve	22.1	22.1
OSR "B"	Open Space Reserve	13.0	13.0
OSR "C"	Open Space Median	0.7	0.7
OSR "D"	Open Space Reserve	18.4	18.4
OSR "E"	Open Space Reserve	16.7	16.7
OSR "F"	Open Space Median	0.6	0.6
OSR "G"	Open Space Reserve	3.7	3.7
OSR "H"	Open Space Median	2.1	2.1
OSR "I"	Open Space Reserve	3.7	3.7
OSR "J"	Open Space Median	0.5	0.5
OSR "K"	Open Space Reserve	25.9	25.9
OSR "L"	Open Space Reserve	27.1	27.1
OSR "M"	Open Space Reserve	6.0	6.0
OSR "N"	Open Space Reserve	1.3	1.3
OSR "O"	Open Space Reserve	3.8	3.8
OSR "P"	Open Space Reserve	1.4	1.4
OSR "Q"	Open Space Reserve	25.0	25.0
OSR "R"	Open Space Median	2.1	2.1
OSR "S"	Open Space Reserve	25.9	25.9
OSR "T"	Open Space Reserve	7.7	7.7
<b>Totals</b>		<b>277.8</b>	<b>251.9</b>

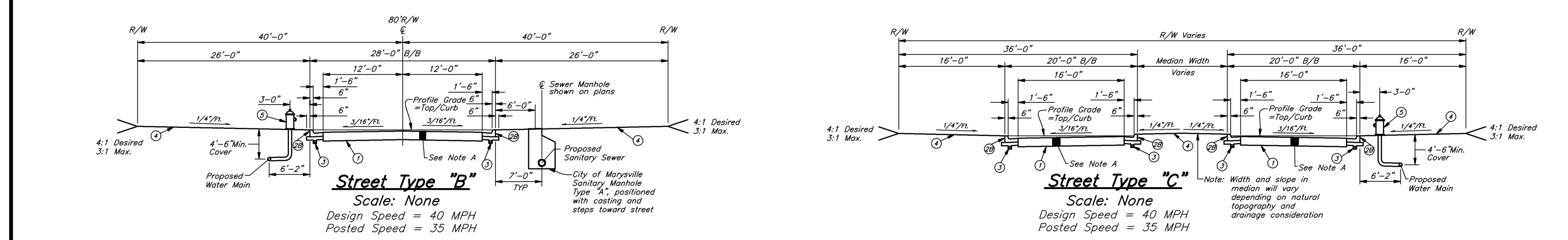
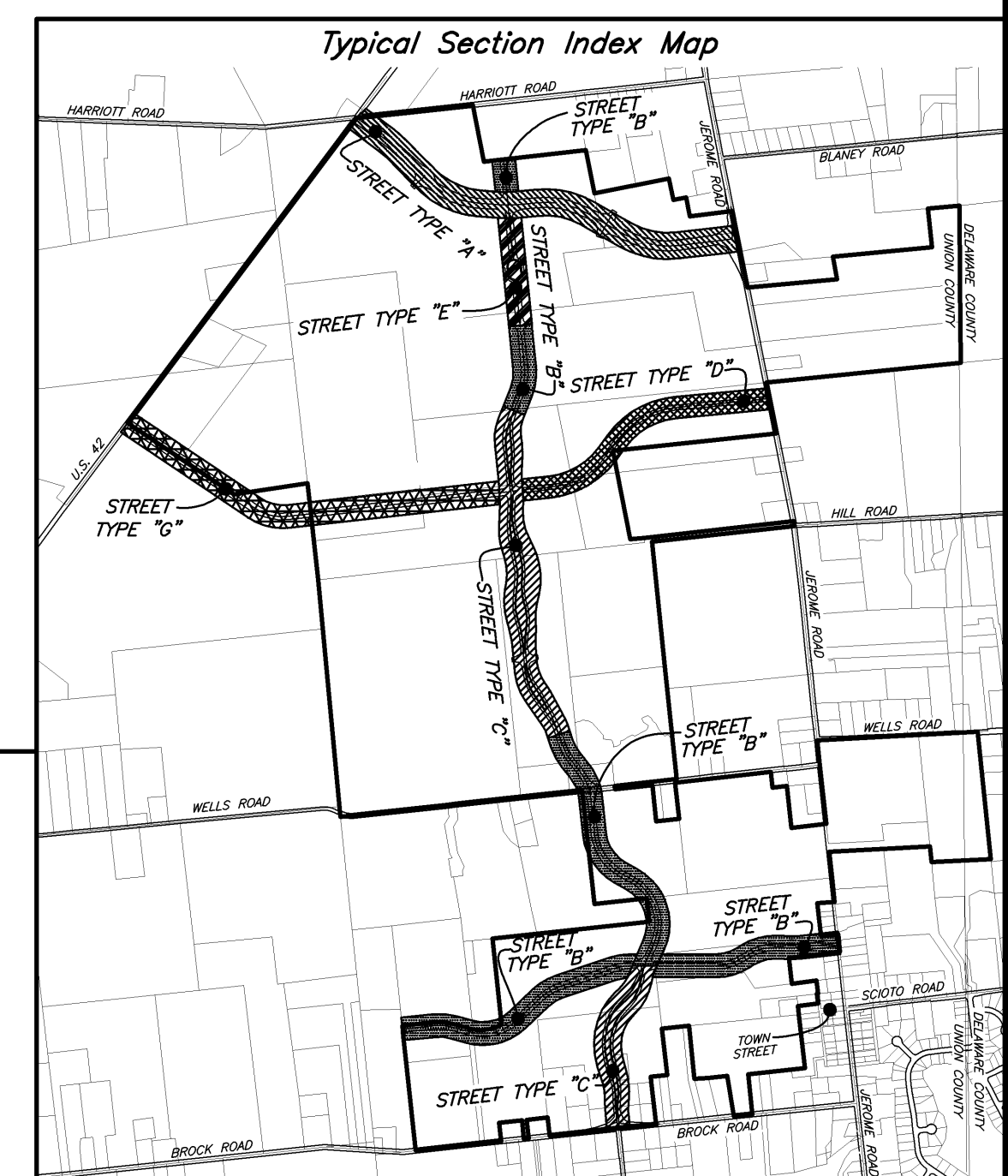
Sub Area	Use	Site Acreage (Ac.)	Min. Lot Width at B/L (Ft.)	Maximum Units or Sq.Ft.	Open Space Provided (Ac.)
CC-1	Office/Commercial	66.6	-	543,000 SF	16.9
CC-2	Commercial	75.0	-	509,000 SF	13.6
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4	-	412,600 SF (75 Units)	6.2
VN-1	Attached Residential	31.2	-	208 Units	8.2
VN-2	Single Family	53.4	50	173 Units	11.0
VN-3	Single Family	35.1	50	140 Units	5.4
VN-4	Single Family	92.5	50	270 Units	30.4
*VN-5	Single Family	*76.0	60	220 Units	*22.9
VN-7	Attached Residential	16.7	-	88 Units	2.9
VN-8	Attached Residential/Congregate Care	23.0	-	172 Units/250 Units	6.3
ERN-1	Single Family	102.8	80	163 Units	37.3
ERN-2	Single Family	79.9	80	162 Units	25.0
ERN-3	Single Family	15.0	150	5 Units	10.3
ERN-4	Single Family	23.9	150	14 Units	10.8
ERN-5	Single Family	47.8	80	80 Units	17.4
GPN-1	Single Family	12.4	90	16 Units	3.7
GPN-2	Single Family	48.7	80	99 Units	14.3
*GPN-3	Single Family	*51.7	80	95 Units	23.0
GPN-5	Attached Residential	27.2	-	116 Units	6.1
GPN-6	Single Family	37.1	60	68 Units	13.4
GPN-7	Single Family	57.9	70	120 Units	21.5
<b>Total</b>		<b>1016.2</b>		<b>2534 Units</b> <b>1,484,600 S.F.</b>	<b>306.6</b>

TOTAL OPEN SPACE PROVIDED: 558.5 Ac.

\* VN-5 contains 76.9Ac.; 76.0Ac. in Union County; 0.9Ac. in Delaware County; GPN-3 contains 60.5Ac.; 51.7Ac. in Union County; 8.8Ac. in Delaware County; Sub-Area Open Space includes Delaware County Acreage. Note: Sub Area Data Table is subject to change pending Jerome Township Zoning Review and Approval.

**LEGEND**

- Sub Area
- Ex. Tree Row
- Soil Type
- Soil Survey Boundary
- Ex. Pond/Wetland
- Prop. Pond/Stormwater Management



NOTE A: Pavement design shall meet the requirements of the Union County Engineer's Technical Design Standards (Current Version). To be determined during Final Engineering.

- Item 203, Subgrade
- Item 609, ODOT Type 2 Curb
- 12" Tilt Out Curb
- Item 609, Standard Concrete Curb and Gutter
- Item 605, 4" Pipe Underdrain w/No.8 or No.57 Stone
- Item 659, Seeding & Mulching
- Item 809, City of Marysville Fire Hyd. Assembly Type 1

MARK	DATE	DESCRIPTION

**EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43254  
Phone: 614.775.4500 Fax: 614.775.4800

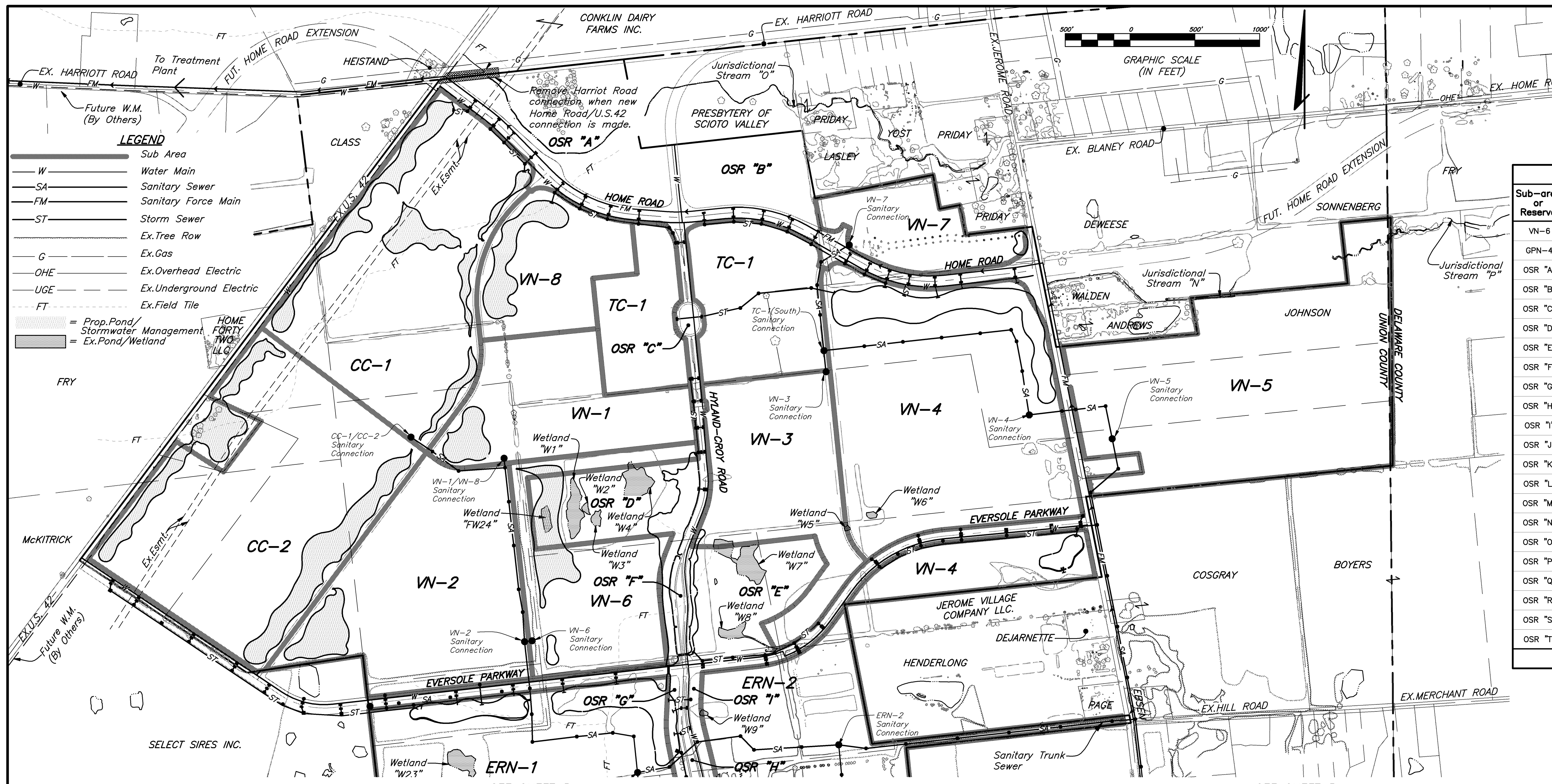
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
730 E. Broad Street, Suite 300  
Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
PROPERTY INDEX AND TOPOGRAPHIC/FLOOD ROUTE MAP

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=500'	<b>3/27</b>





Road Name	R/W Width (Ft.)	PVMT Width (Ft.)	Ultimate R/W Width (Ft.)	Ultimate PVMT Width (Ft.)
U.S. 42	60	22.5	100	36
Brock Road	60	23	100	36
Wells Road	60	19	100	24
Jerome Road	60	21	100	36
Harriott Road	50	17	100	24

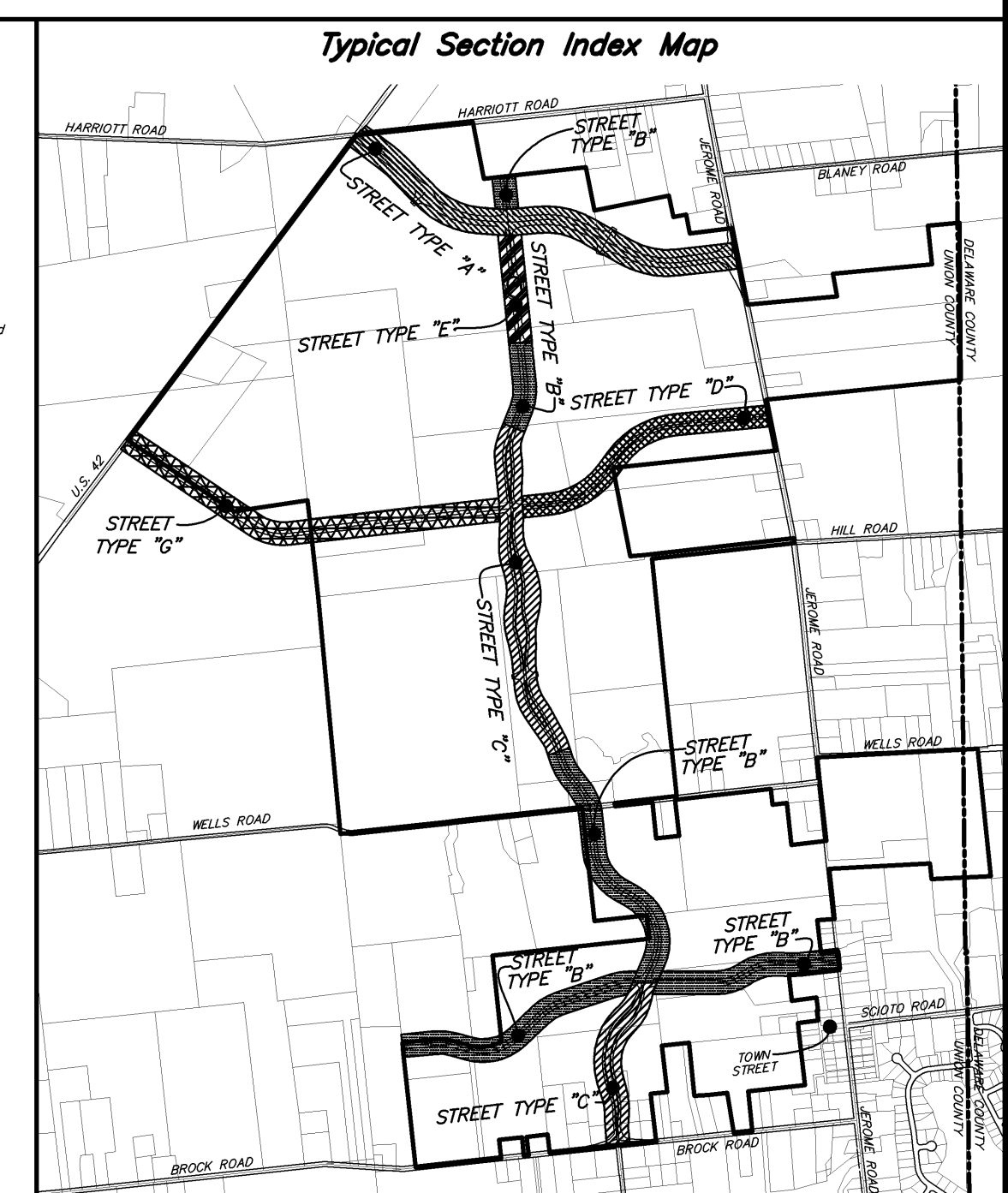
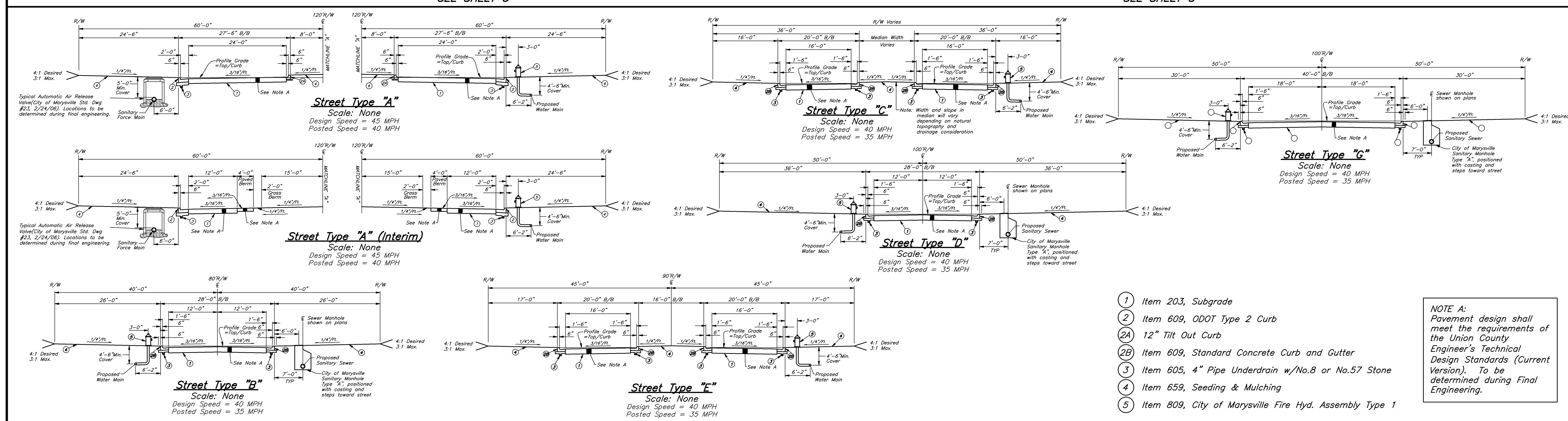
Sub-area or Reserve	Use	Site Acreage (Ac.)	Open Space Provided (Ac.)
VN-6	Elementary School/Civic	30.3	24.3
GPN-4	Middle & Elementary School	39.8	19.9
OSR "A"	Open Space Reserve	22.1	22.1
OSR "B"	Open Space Reserve	13.0	13.0
OSR "C"	Open Space Median	0.7	0.7
OSR "D"	Open Space Reserve	18.4	18.4
OSR "E"	Open Space Reserve	16.7	16.7
OSR "F"	Open Space Median	0.6	0.6
OSR "G"	Open Space Reserve	3.7	3.7
OSR "H"	Open Space Median	2.1	2.1
OSR "I"	Open Space Reserve	3.7	3.7
OSR "J"	Open Space Median	0.5	0.5
OSR "K"	Open Space Reserve	25.9	25.9
OSR "L"	Open Space Reserve	27.1	27.1
OSR "M"	Open Space Reserve	6.0	6.0
OSR "N"	Open Space Reserve	1.3	1.3
OSR "O"	Open Space Reserve	3.8	3.8
OSR "P"	Open Space Reserve	1.4	1.4
OSR "Q"	Open Space Reserve	25.0	25.0
OSR "R"	Open Space Median	2.1	2.1
OSR "S"	Open Space Reserve	25.9	25.9
OSR "T"	Open Space Reserve	7.7	7.7
<b>Totals</b>		<b>277.8</b>	<b>251.9</b>

Sub Area	Use	Site Acreage (Ac.)	Min. Lot Width at B/L (Ft.)	Maximum Units or Sq.Ft.	Open Space Provided (Ac.)
CC-1	Office/Commercial	66.6	-	543,000 SF	16.9
CC-2	Commercial	75.0	-	509,000 SF	13.6
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4	-	412,600 SF (75 Units)	6.2
VN-1	Attached Residential	31.2	-	208 Units	8.2
VN-2	Single Family	53.4	50	173 Units	11.0
VN-3	Single Family	35.1	50	140 Units	5.4
VN-4	Single Family	92.5	50	270 Units	30.4
*VN-5	Single Family	*76.0	60	220 Units	*22.9
VN-7	Attached Residential	16.7	-	88 Units	2.9
VN-8	Attached Residential/Congregate Care	23.0	-	172 Units/250 Units	6.3
ERN-1	Single Family	102.8	80	163 Units	37.3
ERN-2	Single Family	79.9	80	162 Units	25.0
ERN-3	Single Family	15.0	150	5 Units	10.3
ERN-4	Single Family	23.9	150	14 Units	10.8
ERN-5	Single Family	47.8	80	80 Units	17.4
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GPN-6	Single Family	37.1	60	68 Units	13.4
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<b>Total</b>		<b>1016.2</b>		<b>2534 Units</b> <b>1,484,600 S.F.</b>	<b>306.6</b>

TOTAL OPEN SPACE PROVIDED: 558.5 Ac.  
 \* VN-5 contains 76.9Ac.; 76.0Ac. in Union County; 0.9Ac. in Delaware County; GPN-3 contains 60.5Ac.; 51.7Ac. in Union County; 8.8Ac. in Delaware County. Sub-Area Open Space includes Delaware County Acreage. Note: Sub Area Data Table is subject to change pending Jerome Township Zoning Review and Approval.

See Access Management Plan Sheets 6 & 7.

Note: Field tile shown per record information provided by Union County Soil & Water Conservation District.



- 1 Item 203, Subgrade
- 2 Item 609, ODOT Type 2 Curb
- 2A 12" Tilt Out Curb
- 2B Item 609, Standard Concrete Curb and Gutter
- 3 Item 605, 4" Pipe Underdrain w/No.8 or No.57 Stone
- 4 Item 659, Seeding & Mulching
- 5 Item 809, City of Marysville Fire Hyd. Assembly Type 1

NOTE A: Pavement design shall meet the requirements of the Union County Engineer's Technical Design Standards (Current Version). To be determined during Final Engineering.

MARK	DATE	DESCRIPTION



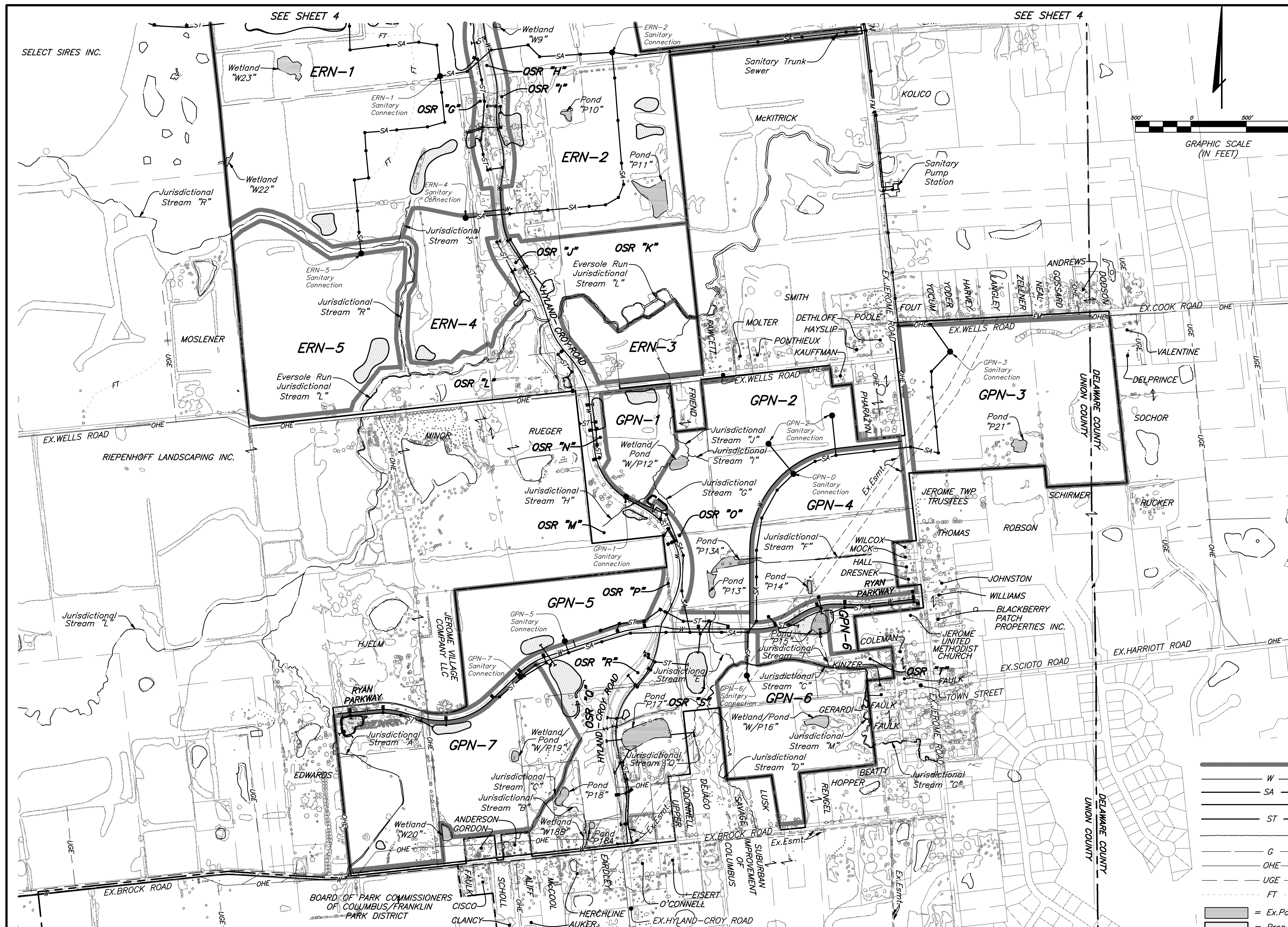
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215



COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 UTILITY INDEX MAP AND TYPICAL SECTIONS

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=500'	<b>4/27</b>





Road Name	R/W Width (Ft.)	PVMT Width (Ft.)	Ultimate R/W Width (Ft.)	Ultimate PVMT Width (Ft.)
U.S. 42	60	22.5	100	36
Brock Road	60	23	100	36
Wells Road	60	19	100	24
Jerome Road	60	21	100	36
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Sub-area or Reserve	Use	Site Acreage (Ac.)	Open Space Provided (Ac.)
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OSR "M"	Open Space Reserve	6.0	6.0
OSR "N"	Open Space Reserve	1.3	1.3
OSR "O"	Open Space Reserve	3.8	3.8
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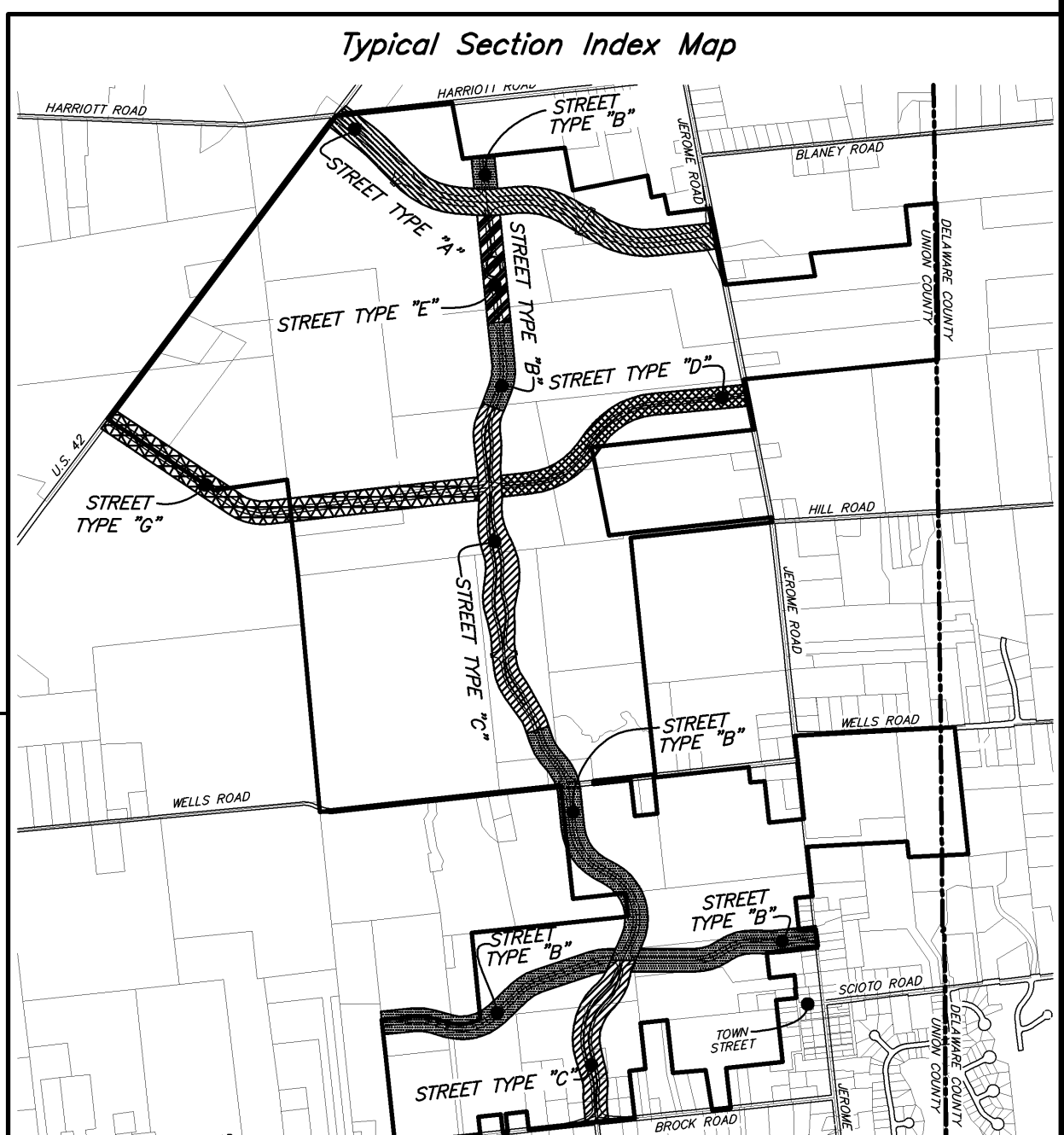
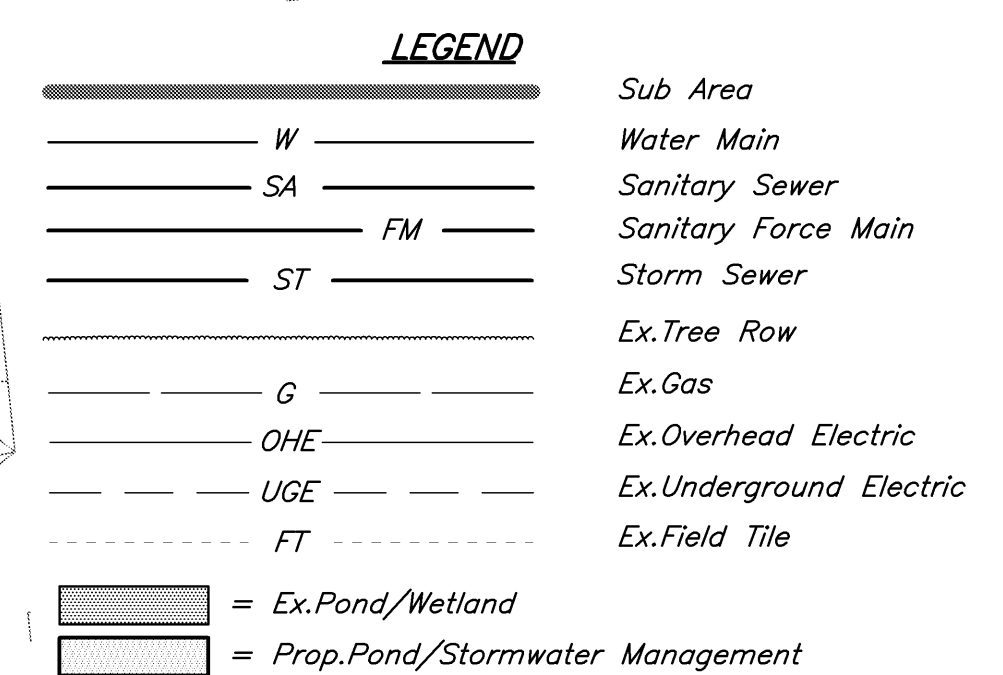
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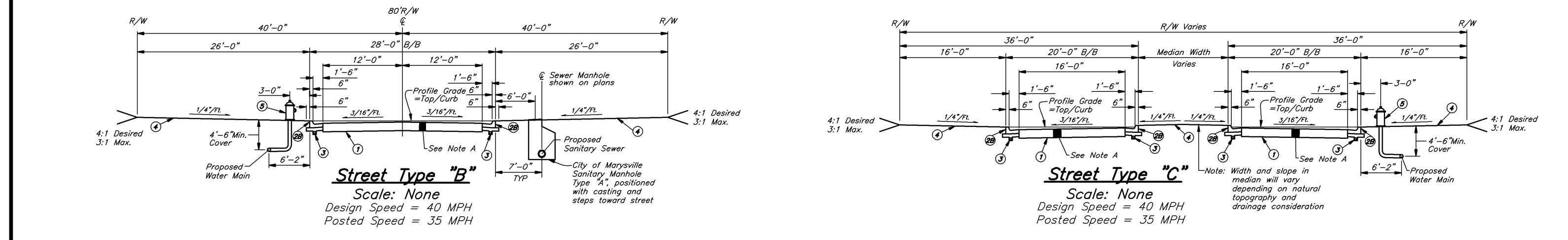
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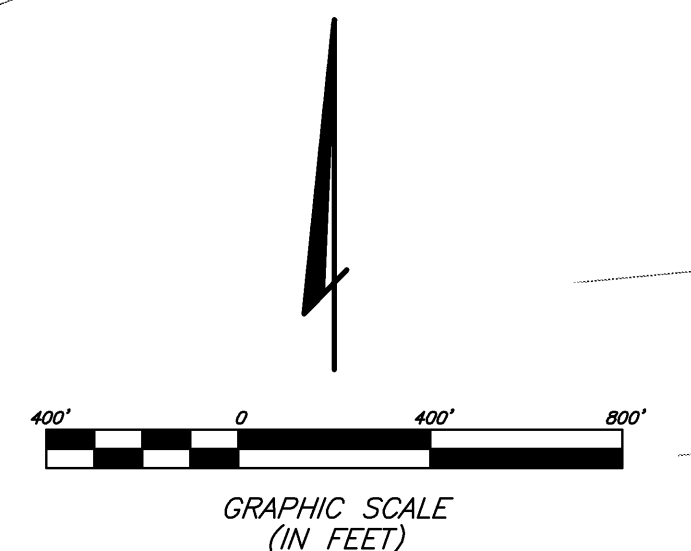
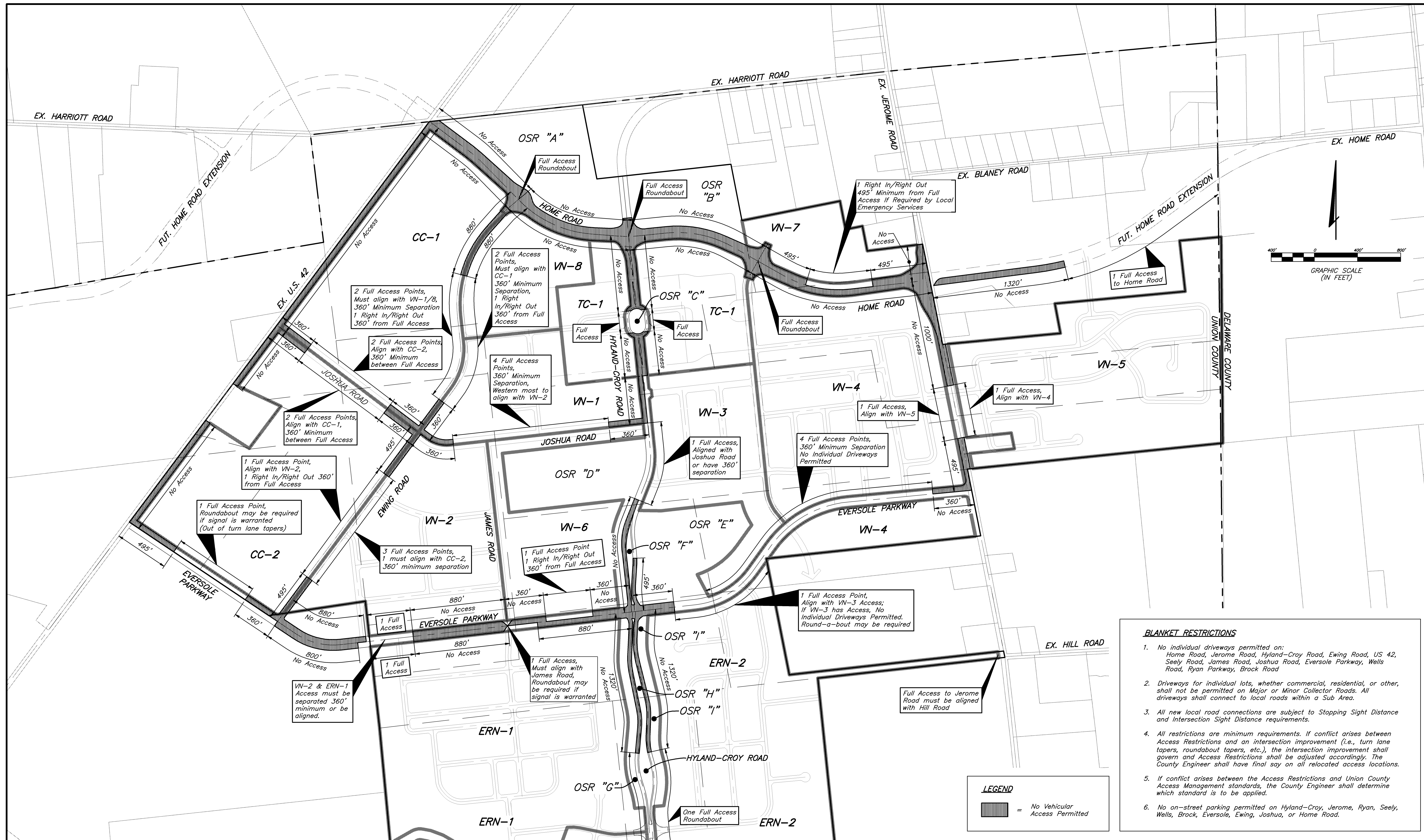
MARK	DATE	DESCRIPTION

PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
730 E. Broad Street, Suite 300  
Columbus, Ohio 43215

COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
UTILITY INDEX MAP AND TYPICAL SECTIONS

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=500'	<b>5/27</b>





- BLANKET RESTRICTIONS**
- No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Eversole Parkway, Wells Road, Ryan Parkway, Brock Road
  - Driveways for individual lots, whether commercial, residential, or other, shall not be permitted on Major or Minor Collector Roads. All driveways shall connect to local roads within a Sub Area.
  - All new local road connections are subject to Stopping Sight Distance and Intersection Sight Distance requirements.
  - All restrictions are minimum requirements. If conflict arises between Access Restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, etc.), the intersection improvement shall govern and Access Restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.
  - If conflict arises between the Access Restrictions and Union County Access Management standards, the County Engineer shall determine which standard is to be applied.
  - No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Brock, Eversole, Ewing, Joshua, or Home Road.

**LEGEND**  
 = No Vehicular Access Permitted

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4900 Fax: 614.775.4800  
 M C M X V

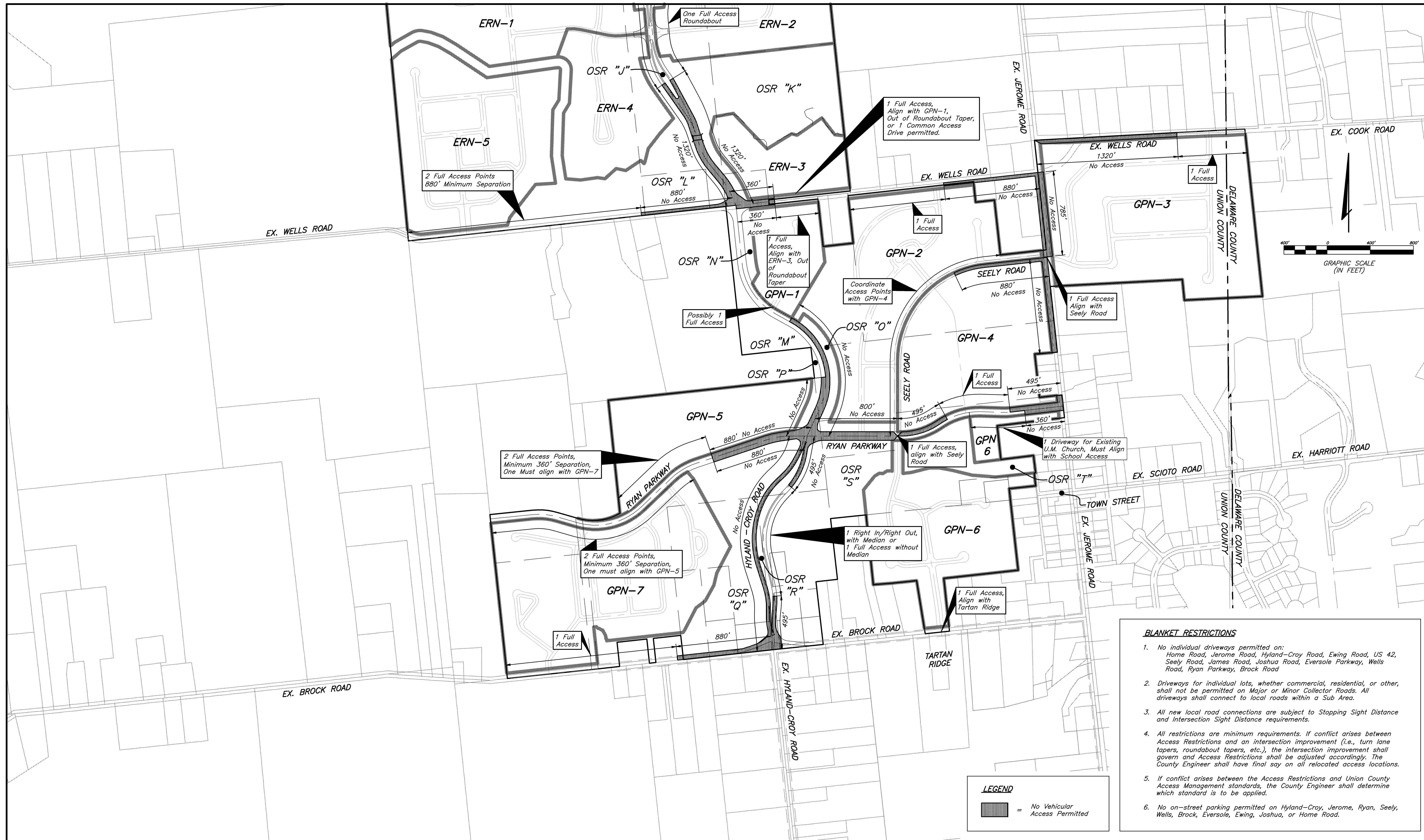
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 ACCESS MANAGEMENT PLAN

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=400'	<b>6/27</b>





- BLANKET RESTRICTIONS**
- No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Eversole Parkway, Wells Road, Ryan Parkway, Brock Road
  - Driveways for individual lots, whether commercial, residential, or other, shall not be permitted on Major or Minor Collector Roads. All driveways shall connect to local roads within a Sub Area.
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**LEGEND**  
 = No Vehicular Access Permitted

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.4900 Fax: 614.775.4800  
 M C M X X V I

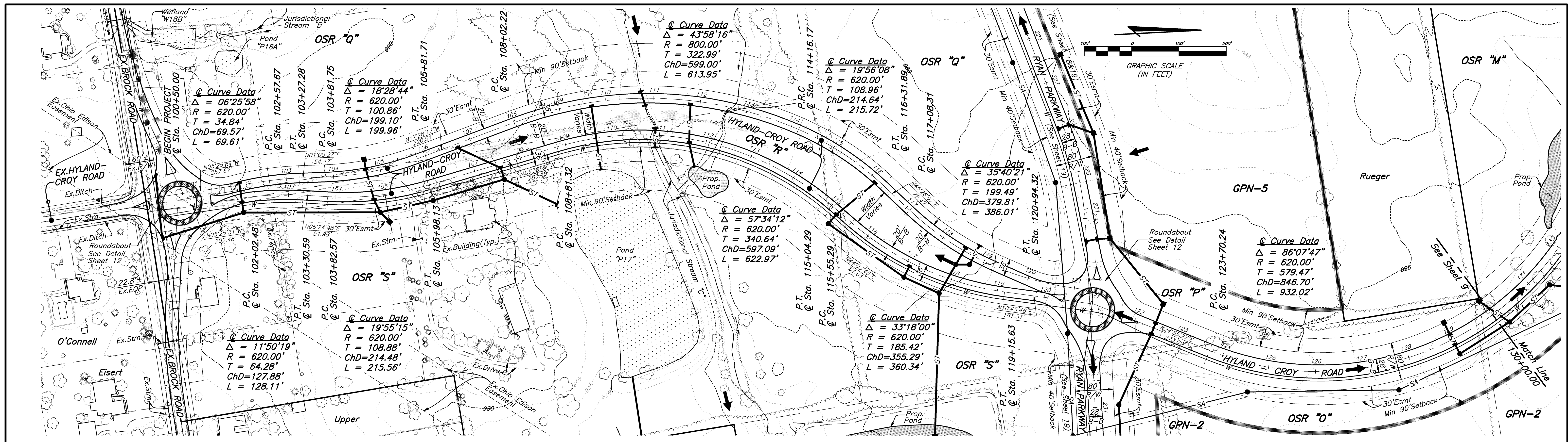
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 ACCESS MANAGEMENT PLAN

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=400'	<b>7127</b>

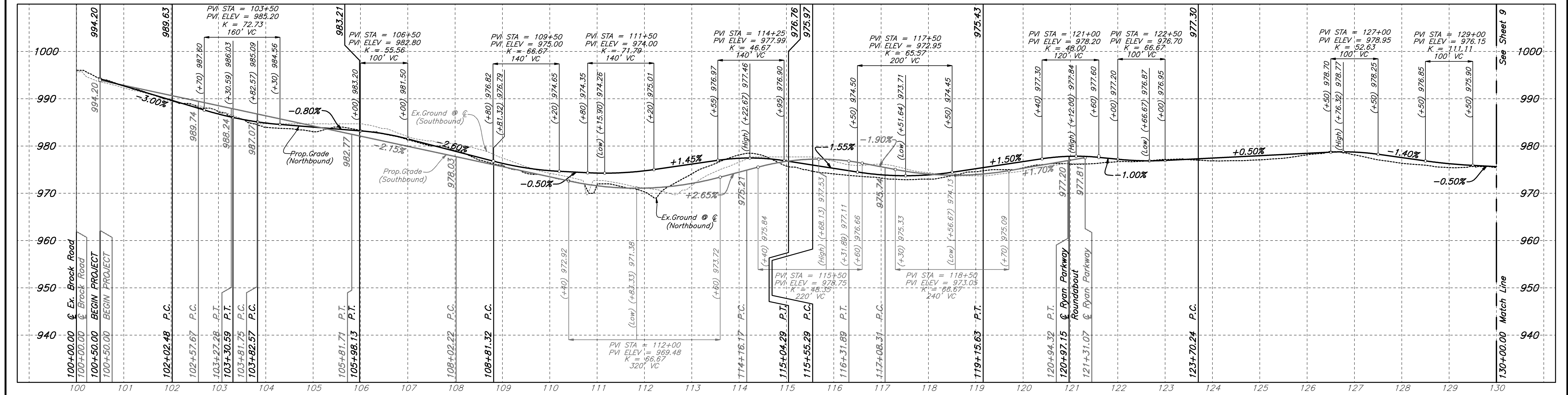




**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).

**LEGEND**

	Sub Area Boundary		Ex. Pond/Wetland
	Water Main		Prop. Pond/Stormwater Mangement
	Sanitary Sewer		
	Sanitary Force Main		
	Storm Sewer		
	Bike Path		



**REVISIONS**

MARK	DATE	DESCRIPTION



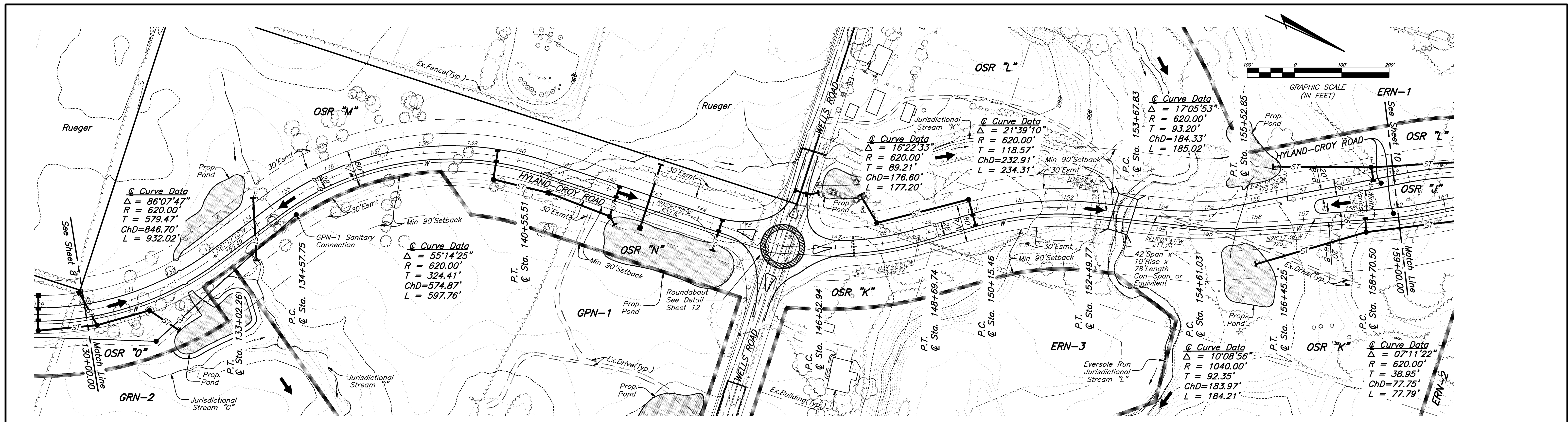
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215



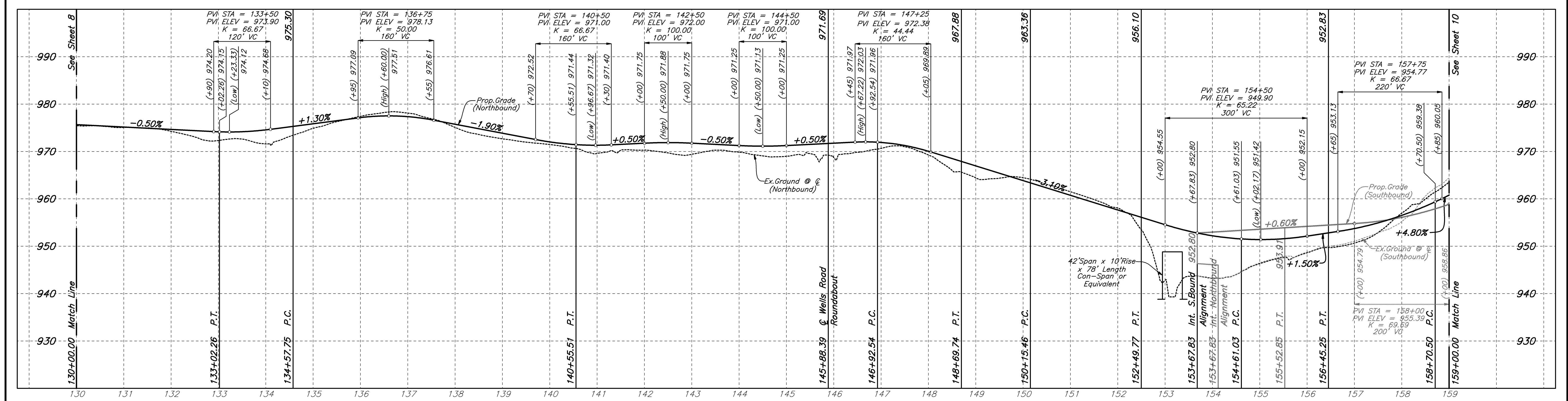
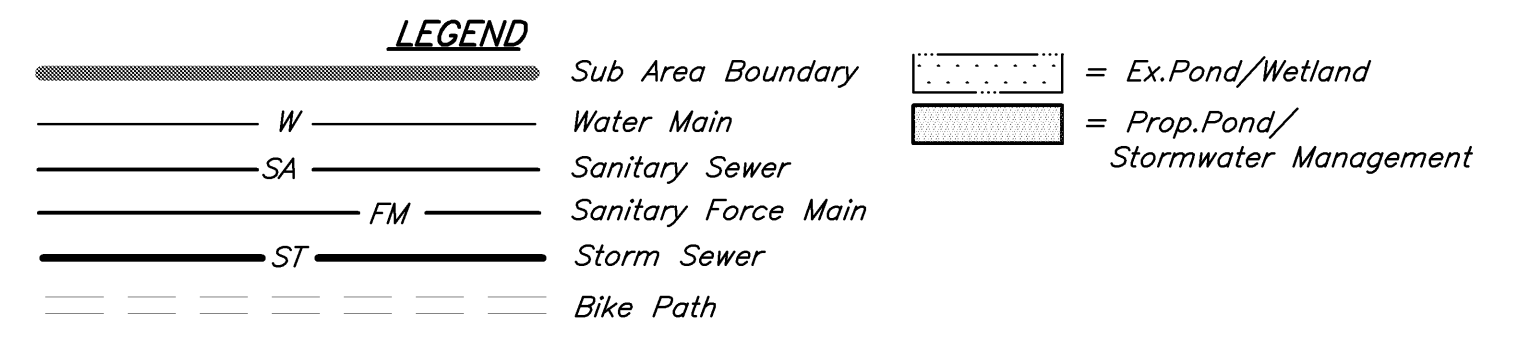
COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HYLAND-CROY EXTENSION

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>8/27</b>





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REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
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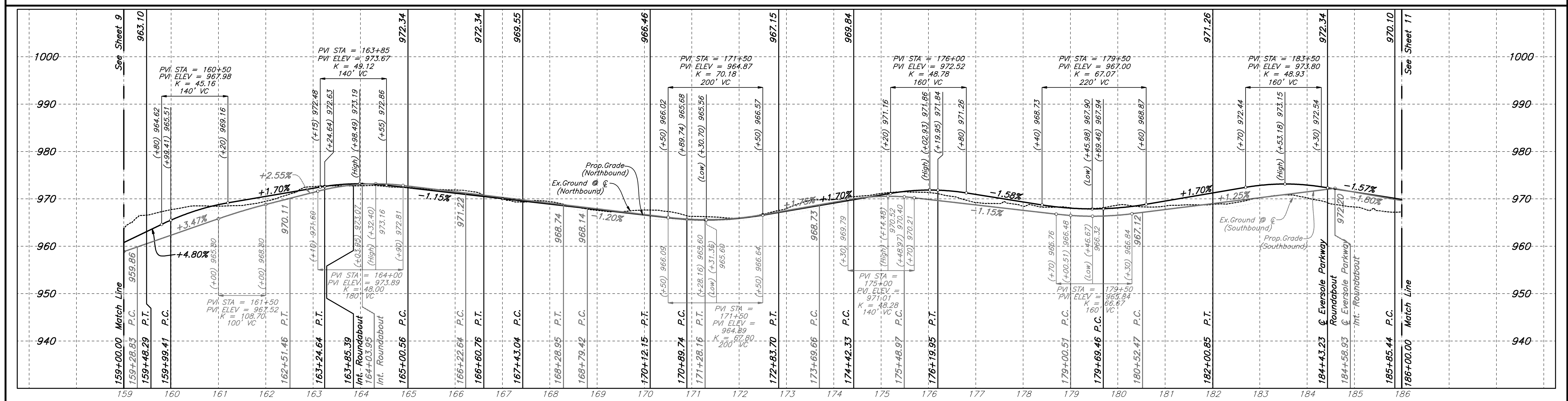
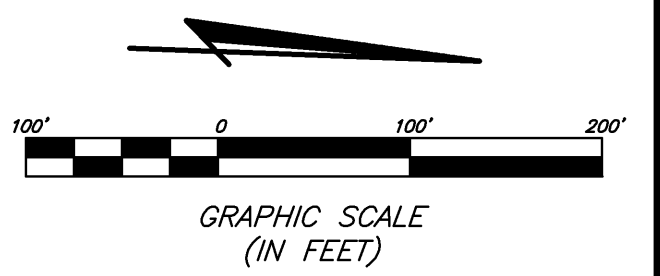
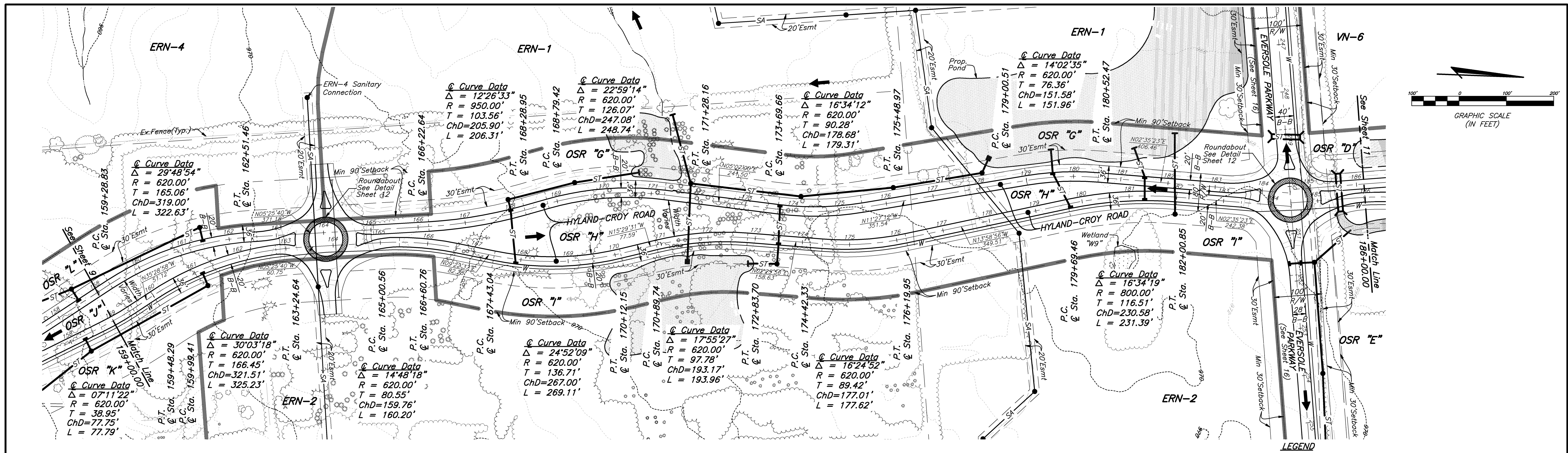
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HYLAND-CROY EXTENSION

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>9/27</b>





MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.4900 Fax: 614.775.4900

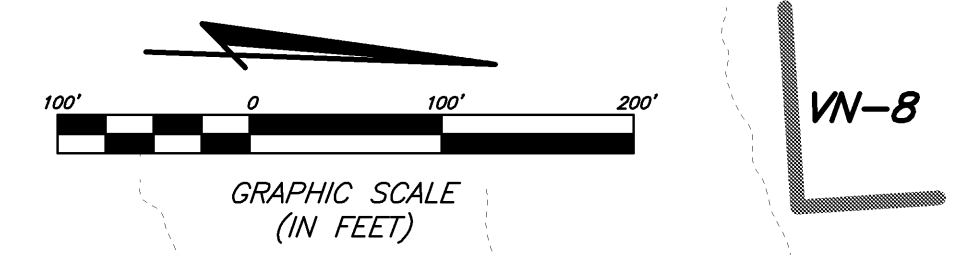
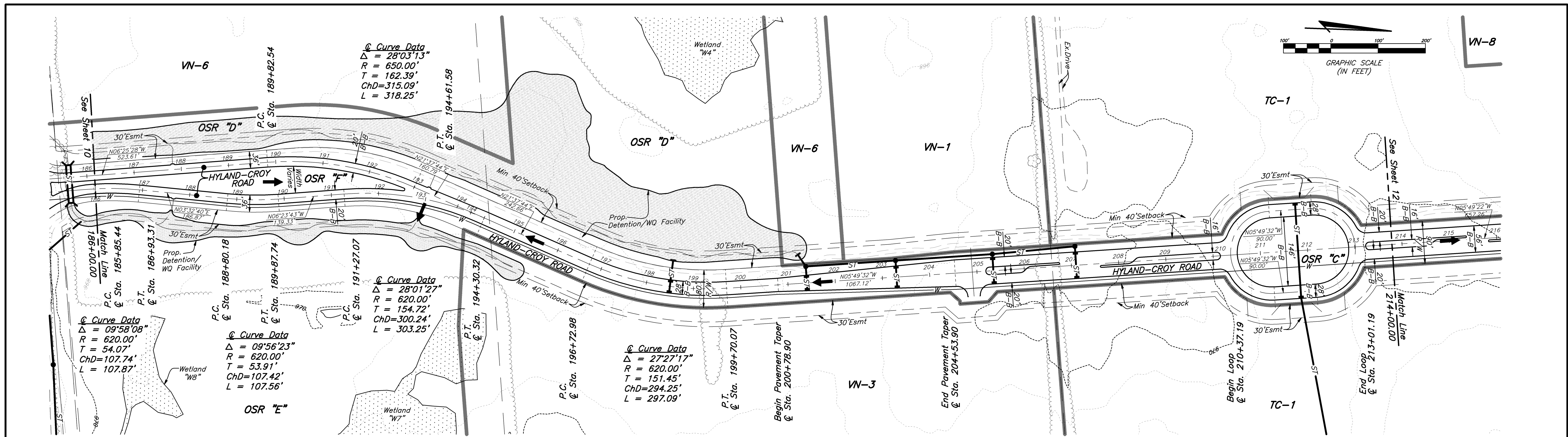
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HYLAND-CROY EXTENSION

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>10/27</b>

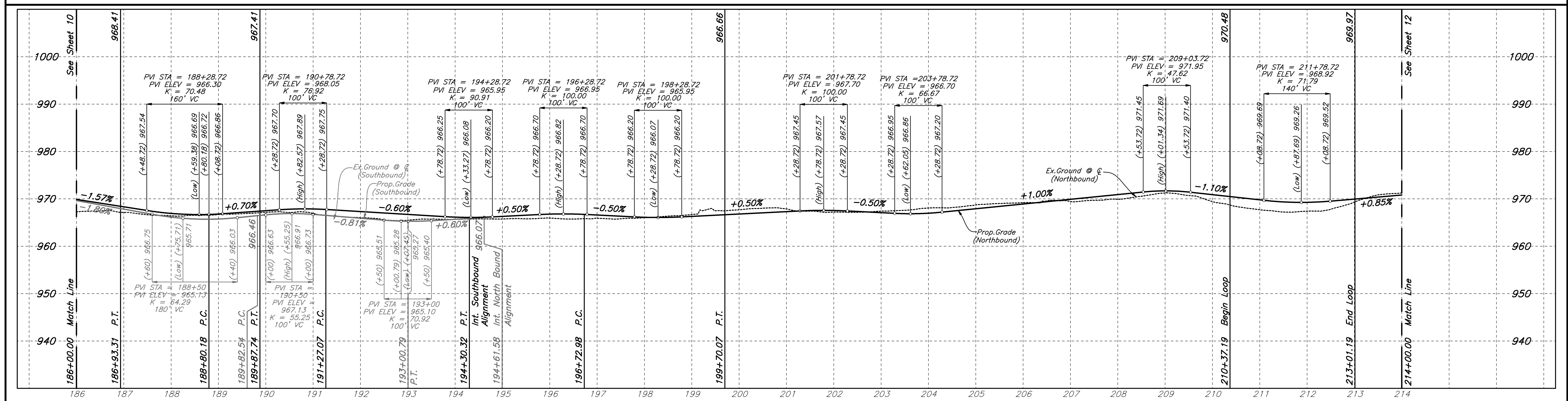




**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).

**LEGEND**

—	Sub Area Boundary	▨	Ex.Pond/Wetland
W	Water Main	▨	Prop.Pond/Stormwater Management
SA	Sanitary Sewer		
FM	Sanitary Force Main		
ST	Storm Sewer		
—	Bike Path		



**REVISIONS**

MARK	DATE	DESCRIPTION

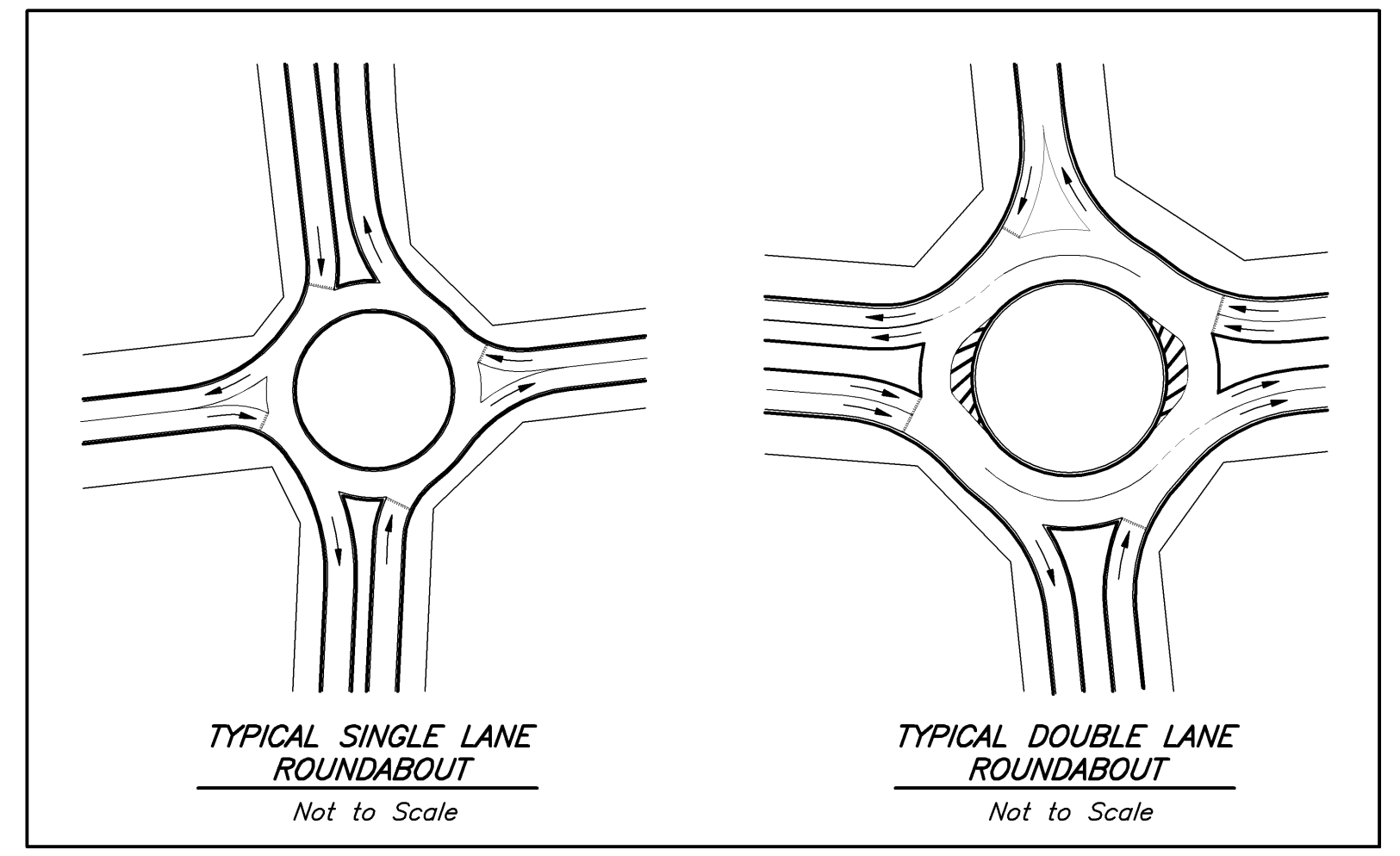
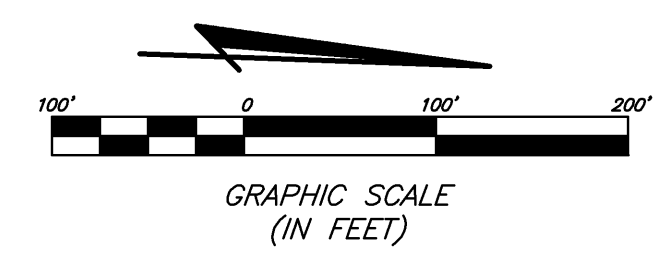
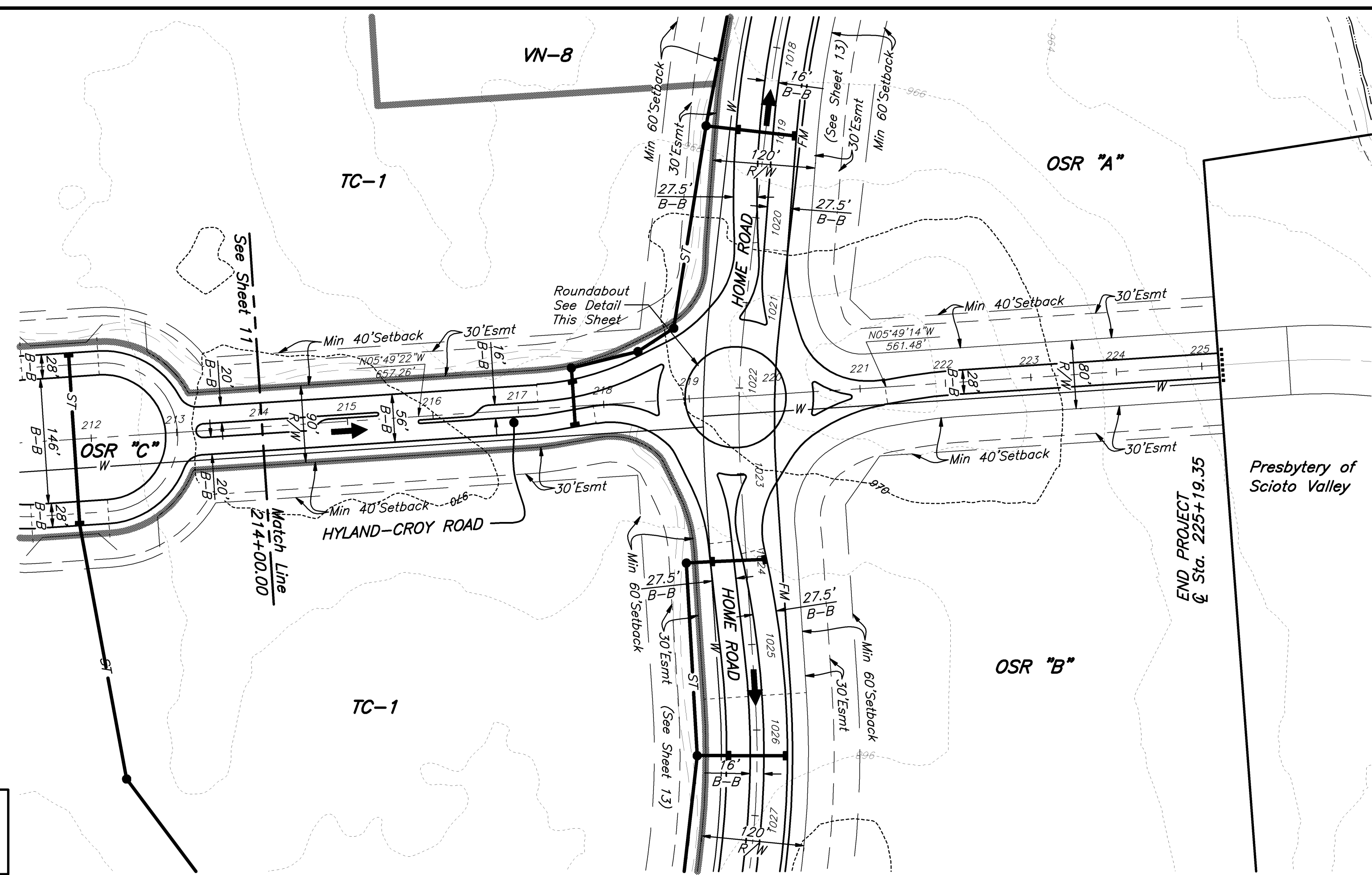
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**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HYLAND-CROY EXTENSION

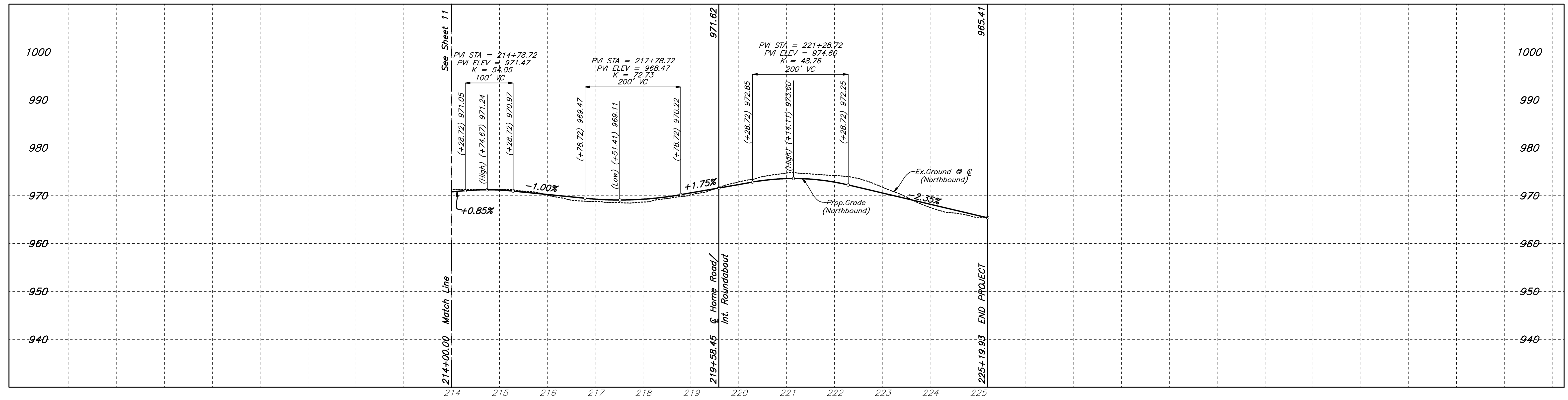
Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>11/27</b>



**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).

**LEGEND**

	Sub Area Boundary
	Water Main
	Sanitary Sewer
	Sanitary Force Main
	Storm Sewer
	Bike Path
	Ex. Pond/Wetland
	Prop. Pond/Stormwater Management



REVISIONS		
MARK	DATE	DESCRIPTION



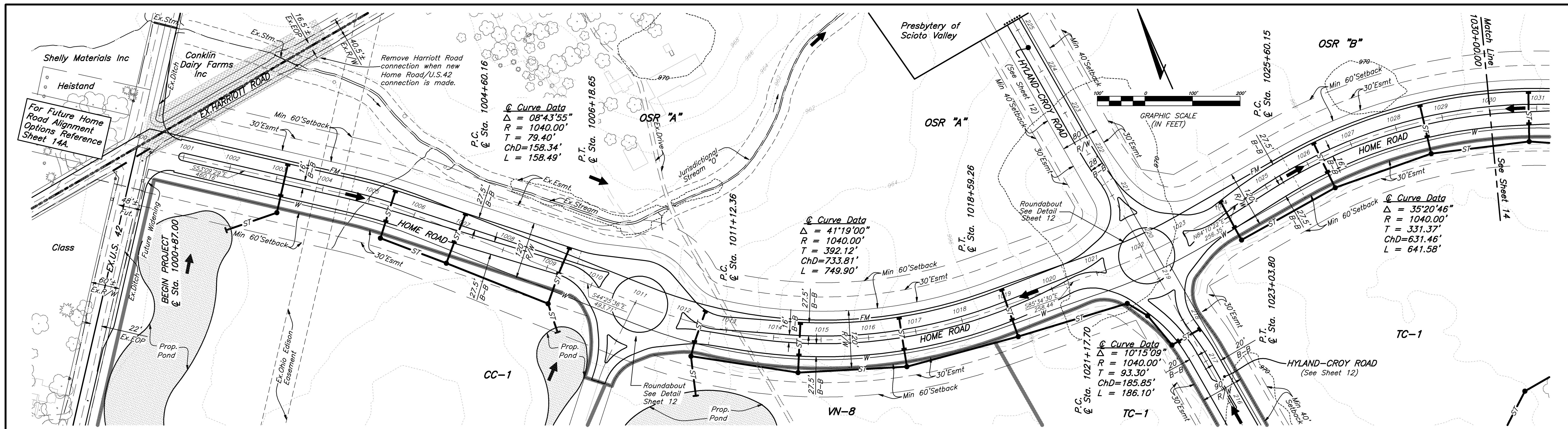
PREPARED FOR:  
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COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HYLAND-CROY EXTENSION

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>12/27</b>

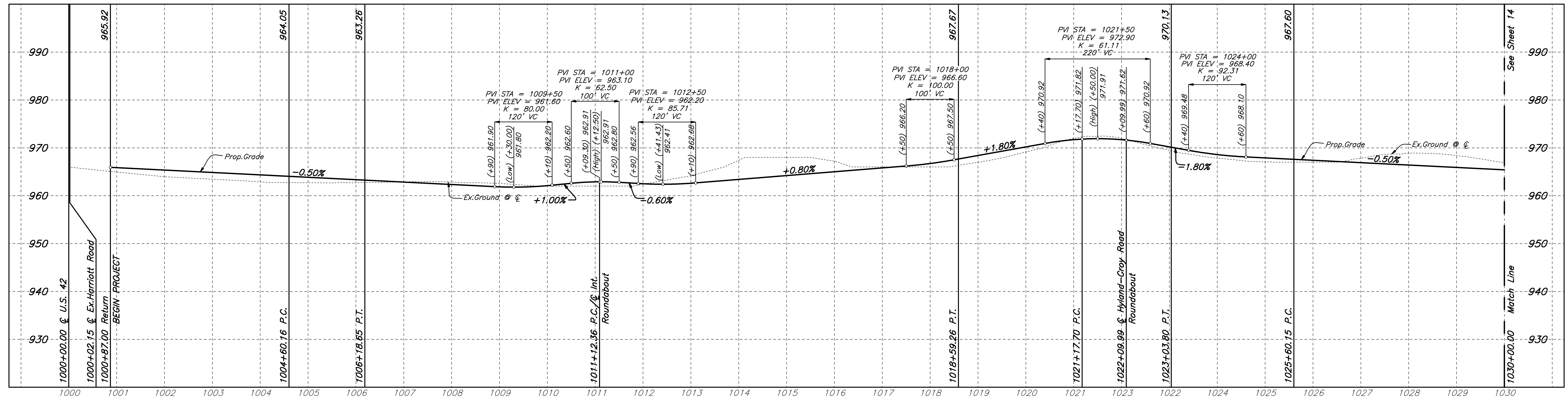




**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).

**LEGEND**

	Sub Area Boundary		Ex.Pond/Wetland
	Water Main		Prop.Pond/Stormwater Management
	Sanitary Sewer		
	Sanitary Force Main		
	Storm Sewer		
	Bike Path		



**REVISIONS**

MARK	DATE	DESCRIPTION

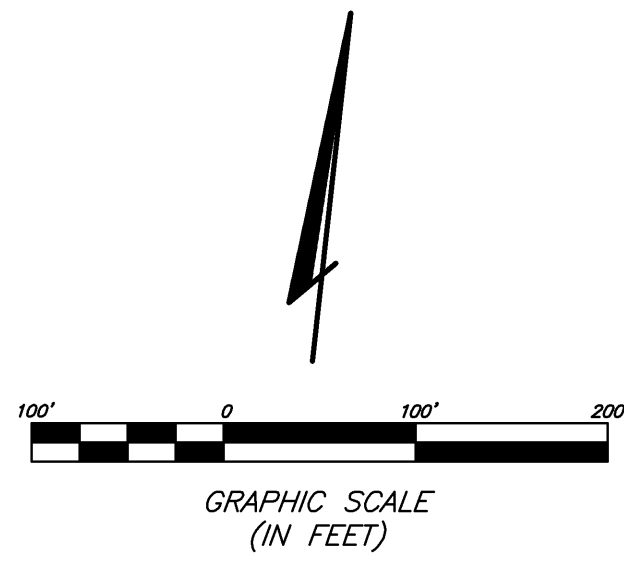
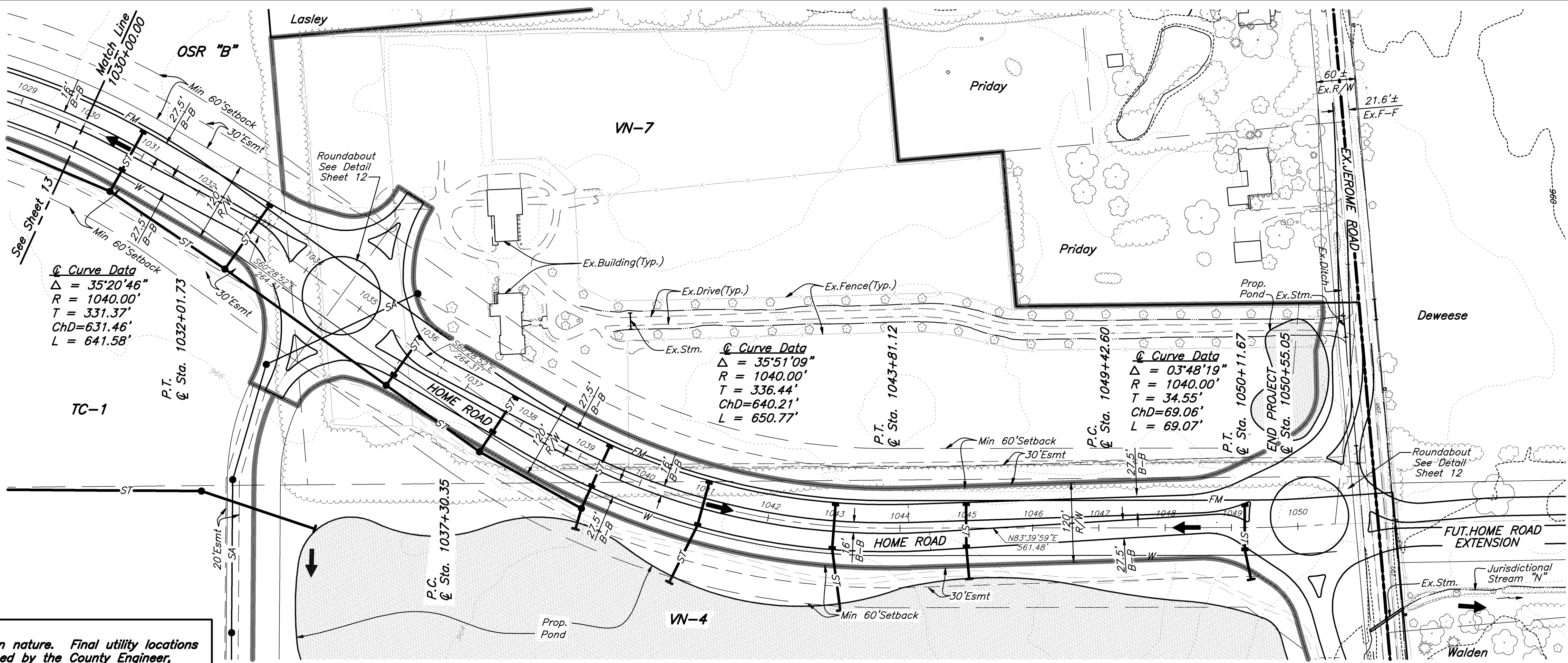
**EMHT**  
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 5500 New Albany Road, Columbus, OH 43254  
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**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE HOME ROAD**

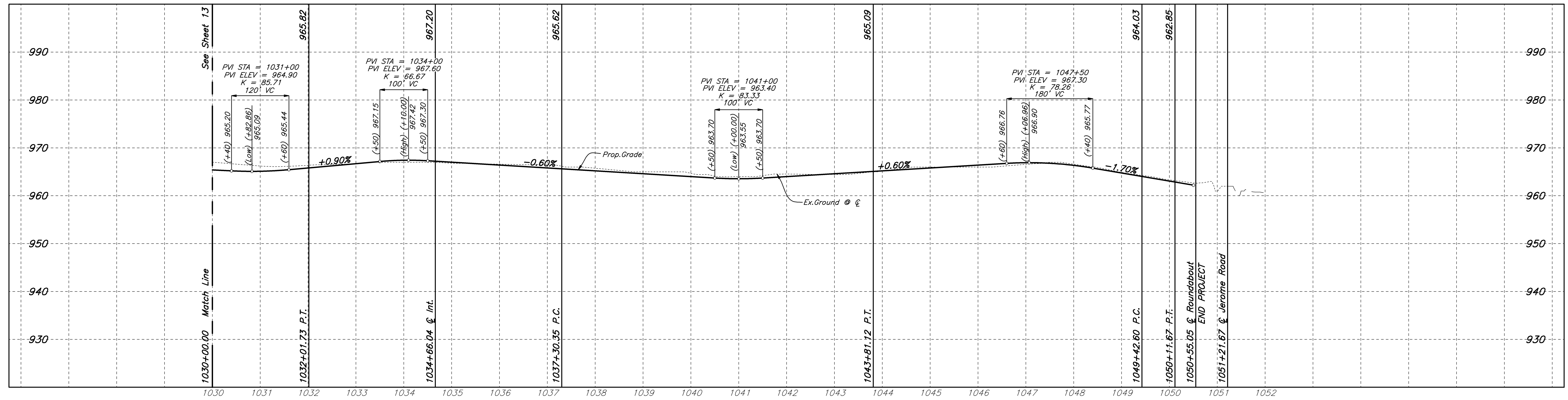
Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>13/27</b>



**LEGEND**

- Sub Area Boundary
- Water Main
- Sanitary Sewer
- Sanitary Force Main
- Storm Sewer
- Bike Path
- Ex. Pond/Wetland
- Prop. Pond/Stormwater Management

**Public Utility Note:**  
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REVISIONS

MARK	DATE	DESCRIPTION



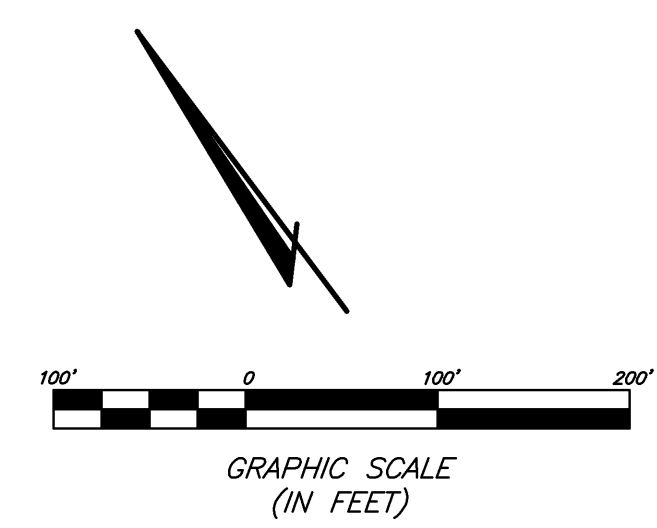
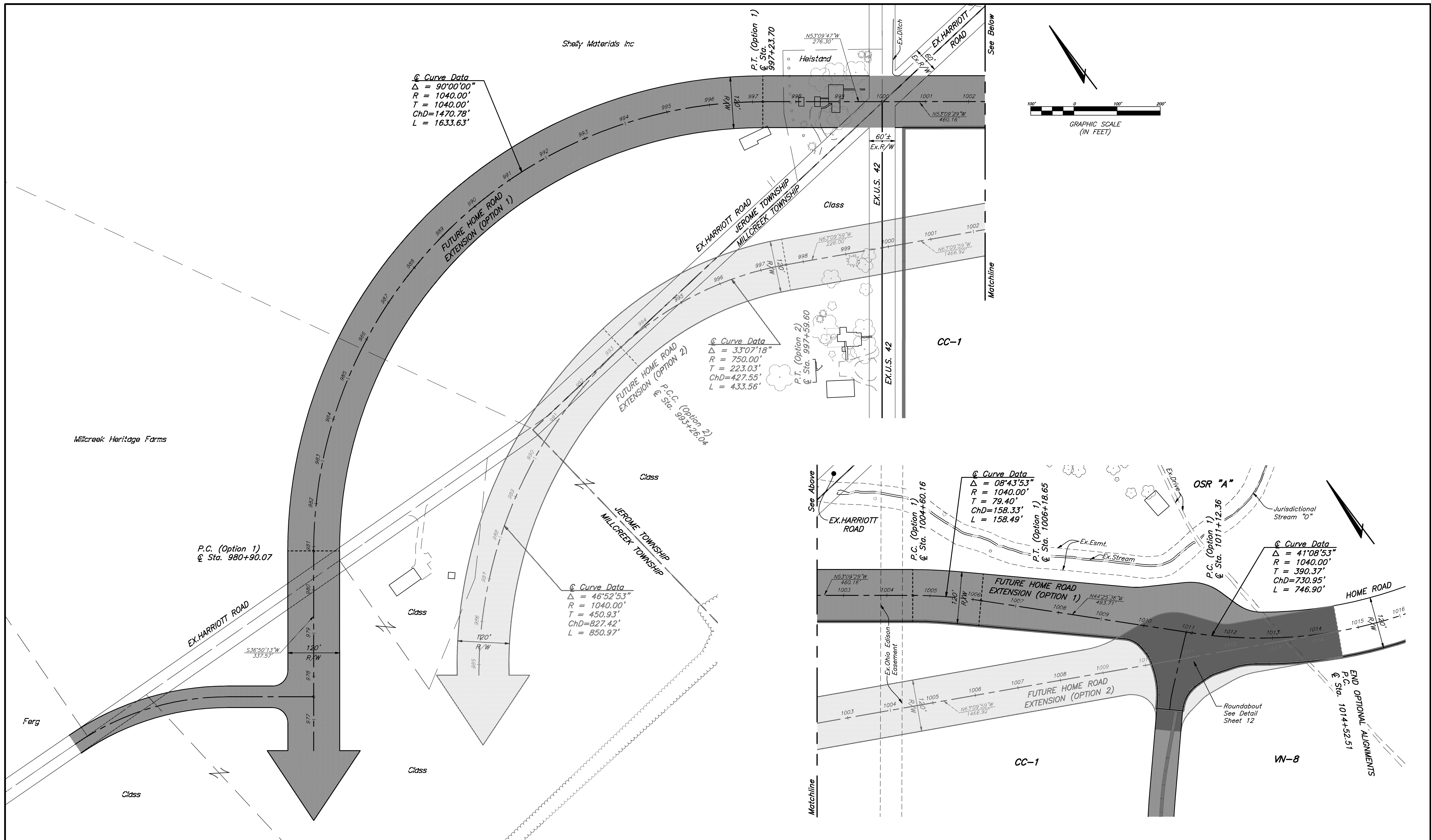
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# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE HOME ROAD**

Date	January 3, 2008	Job No.	2006-1643
Scale	Horiz: 1"=100' Vert: 1"=10'	Sheet	<b>14/27</b>





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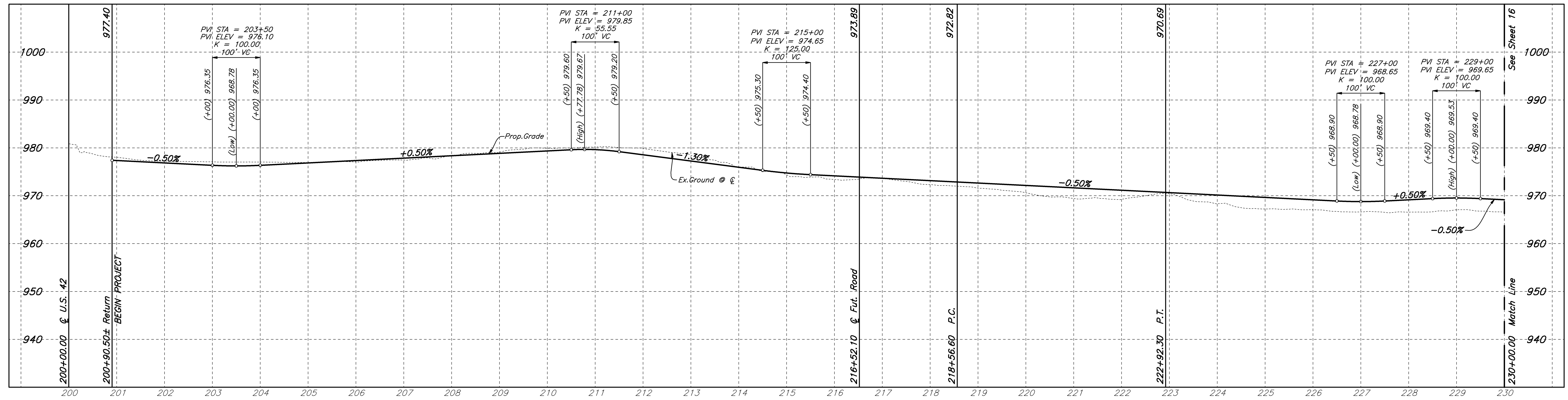
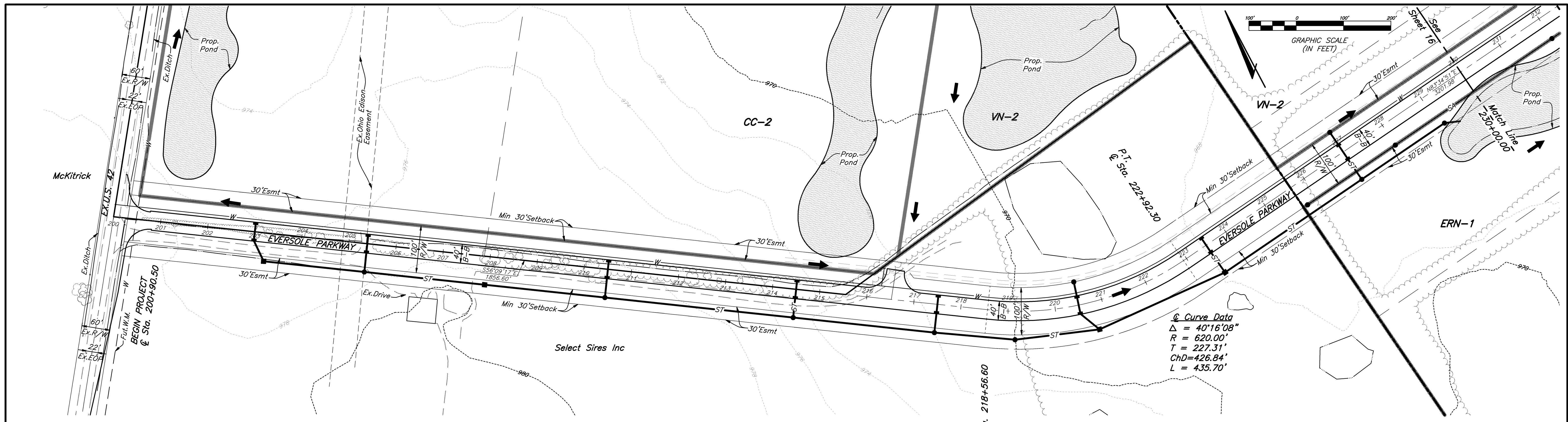
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# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 HOME ROAD - OPTIONAL ALIGNMENTS

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>14A/27</b>





REVISIONS		
MARK	DATE	DESCRIPTION

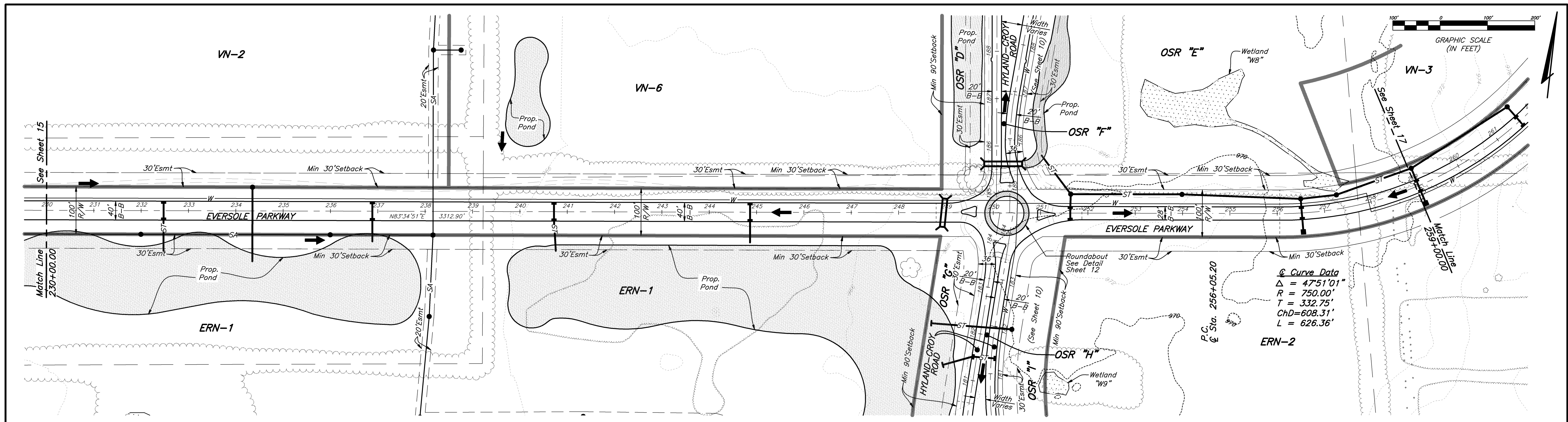


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 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE  
 EVERSOLE PARKWAY**

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>15/27</b>

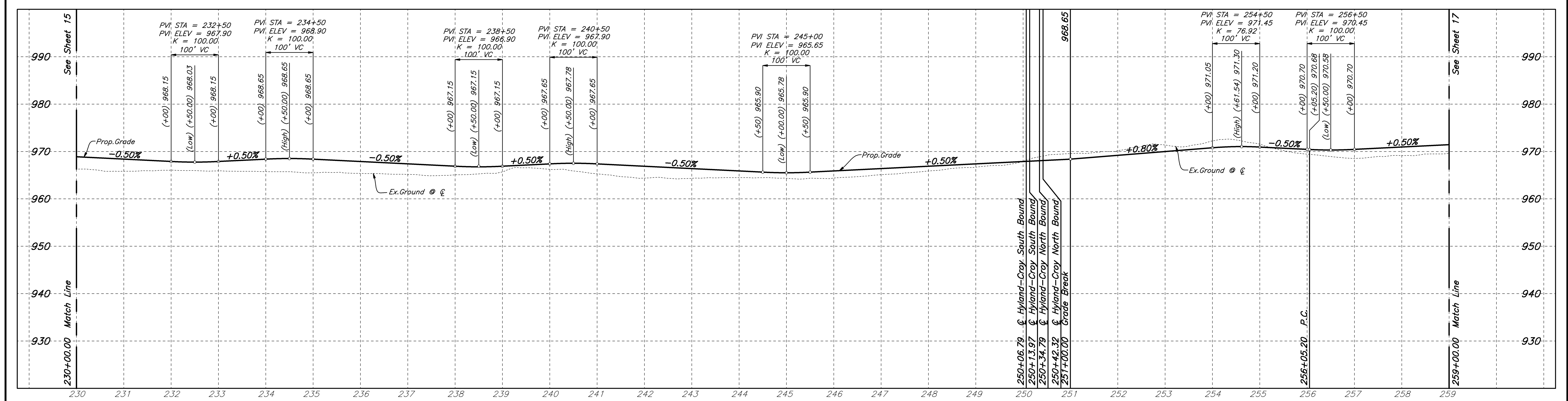


**Curve Data**  
 $\Delta = 47^{\circ}51'01''$   
 $R = 750.00'$   
 $T = 332.75'$   
 $ChD = 608.31'$   
 $L = 626.36'$

**LEGEND**

	Sub Area Boundary		Ex.Pond/Wetland
	Water Main		Prop.Pond/Stormwater Management
	Sanitary Sewer		
	Sanitary Force Main		
	Storm Sewer		
	Bike Path		

**Public Utility Note:**  
 All utilities shown herein are preliminary in nature. Final utility locations and associated easement will be determined by the County Engineer, Developer, and the utility provider(s).



REVISIONS		
MARK	DATE	DESCRIPTION



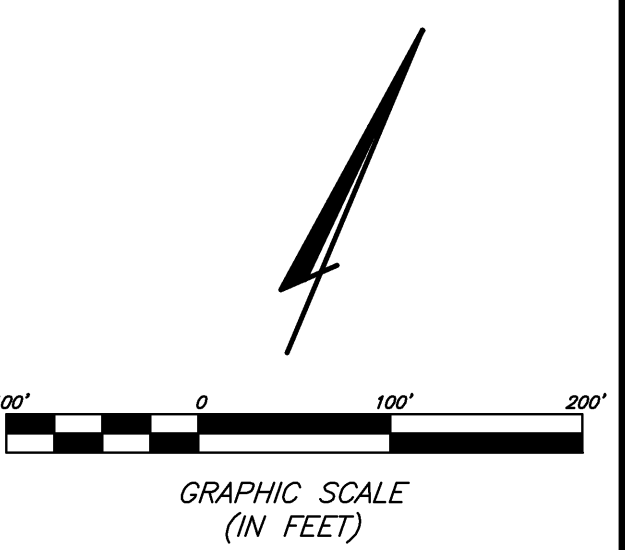
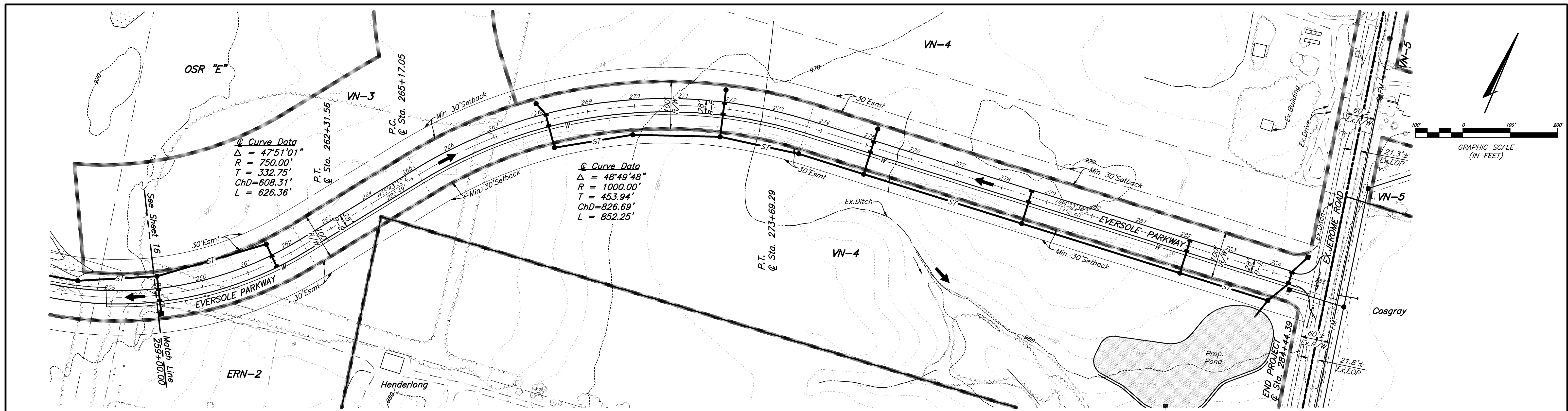
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**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 EVERSOLE PARKWAY

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>16/27</b>

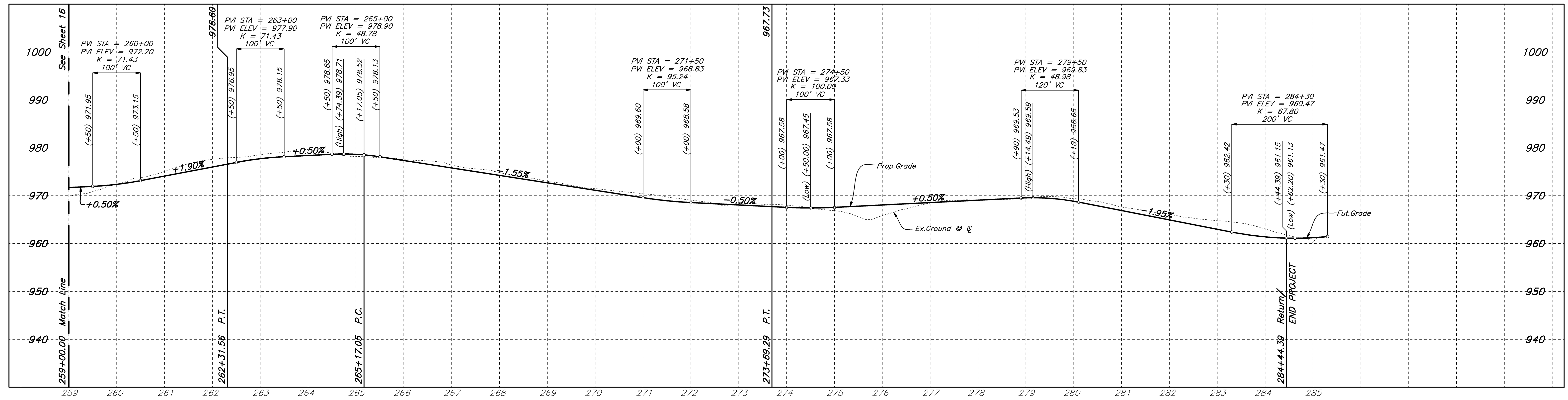




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**LEGEND**

	Sub Area Boundary		Ex. Pond/Wetland
	Water Main		Prop. Pond
	Sanitary Sewer		Stormwater Management
	Sanitary Force Main		
	Storm Sewer		
	Bike Path		



REVISIONS		
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 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.4900 Fax: 614.775.4900

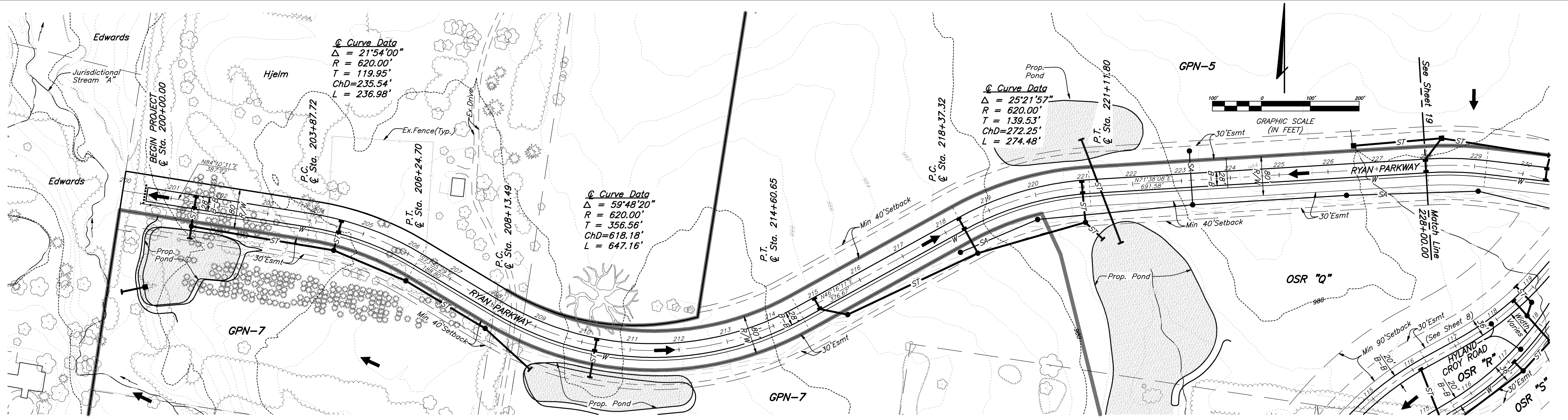
PREPARED FOR:  
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**JEROME VILLAGE**

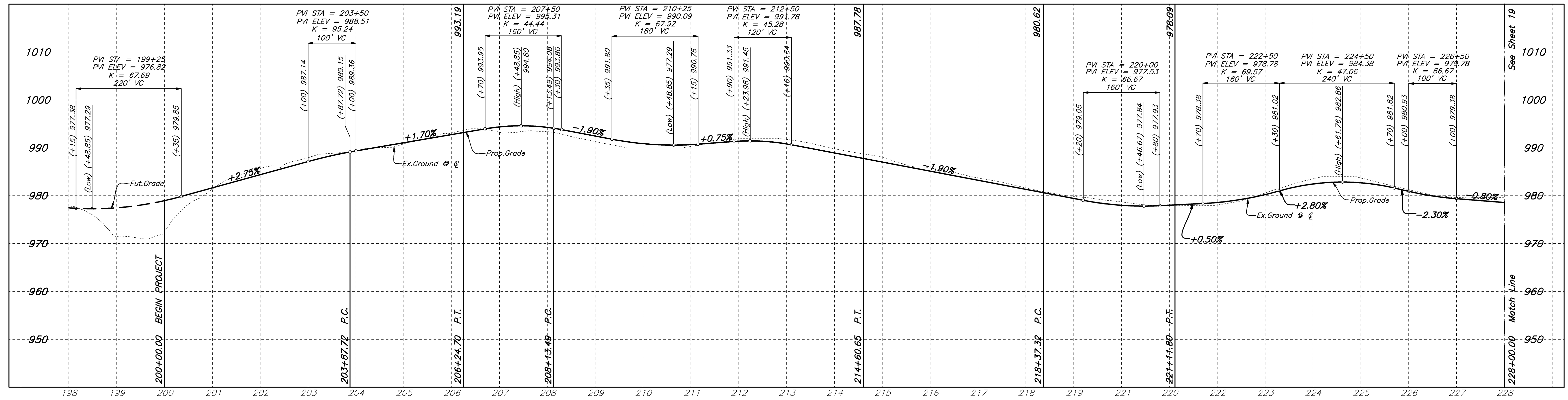
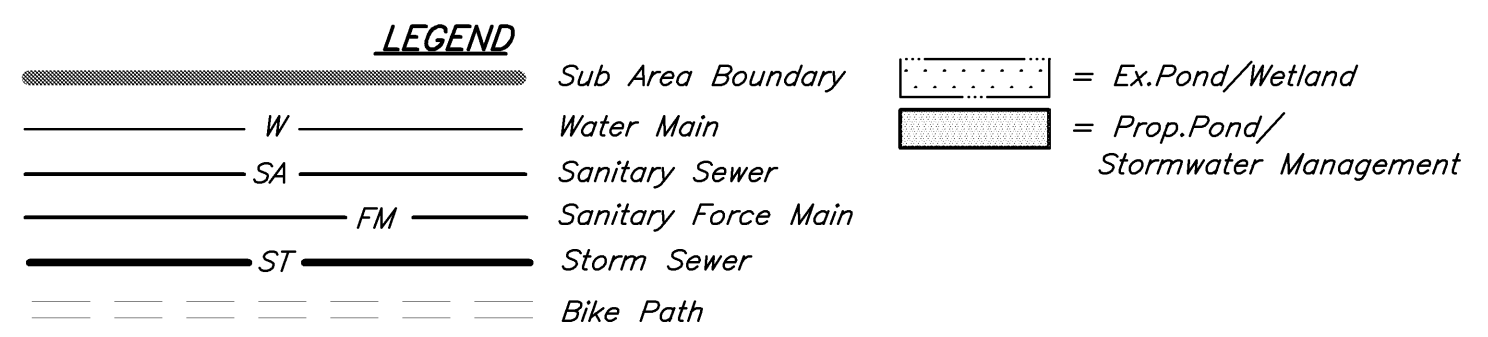
COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 EVERSOLE PARKWAY

Date	January 3, 2008	Job No.	2006-1643
Scale	Horiz: 1"=100' Vert: 1"=10'	Sheet	<b>17127</b>

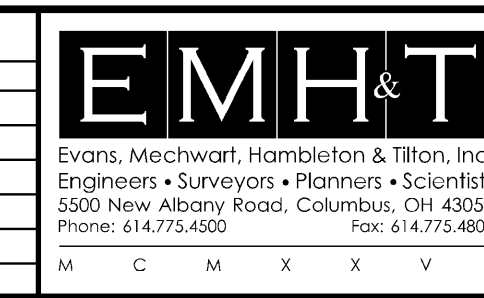




**Public Utility Note:**  
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REVISIONS		
MARK	DATE	DESCRIPTION



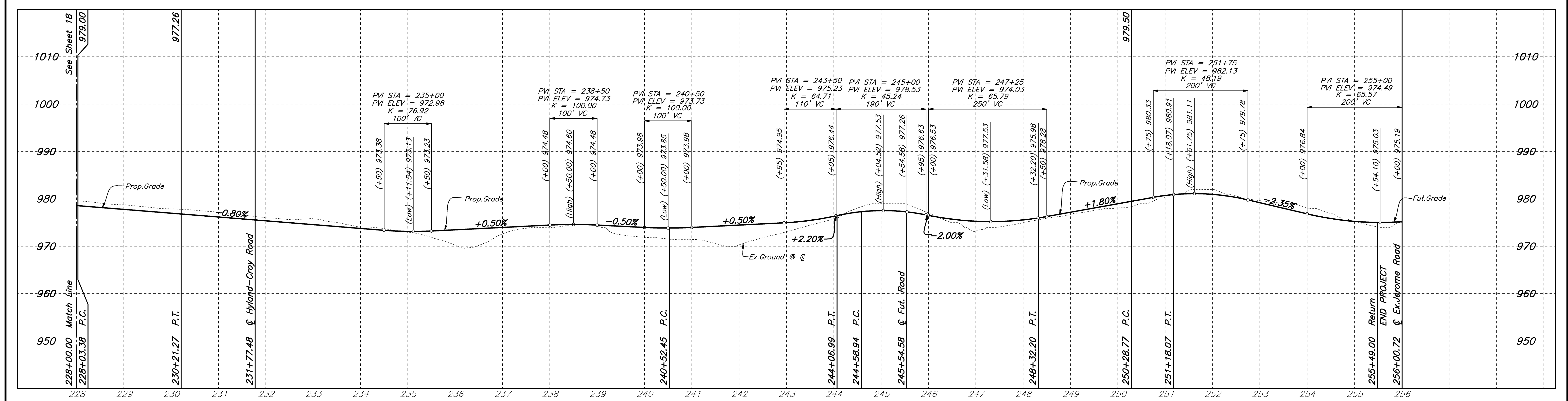
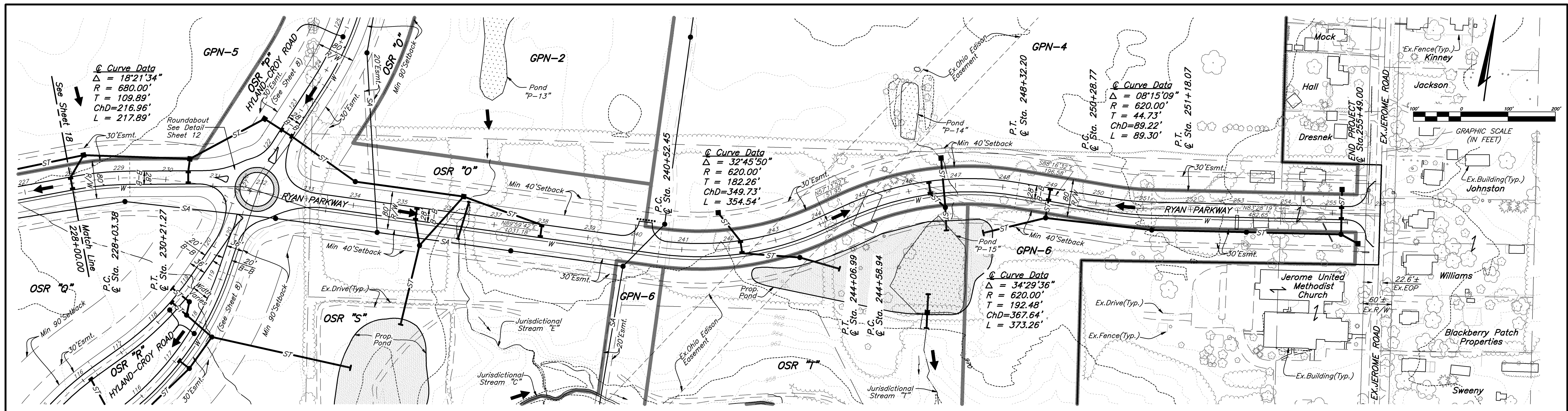
PREPARED FOR:  
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 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE RYAN PARKWAY**

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>18/27</b>





MARK	DATE	DESCRIPTION



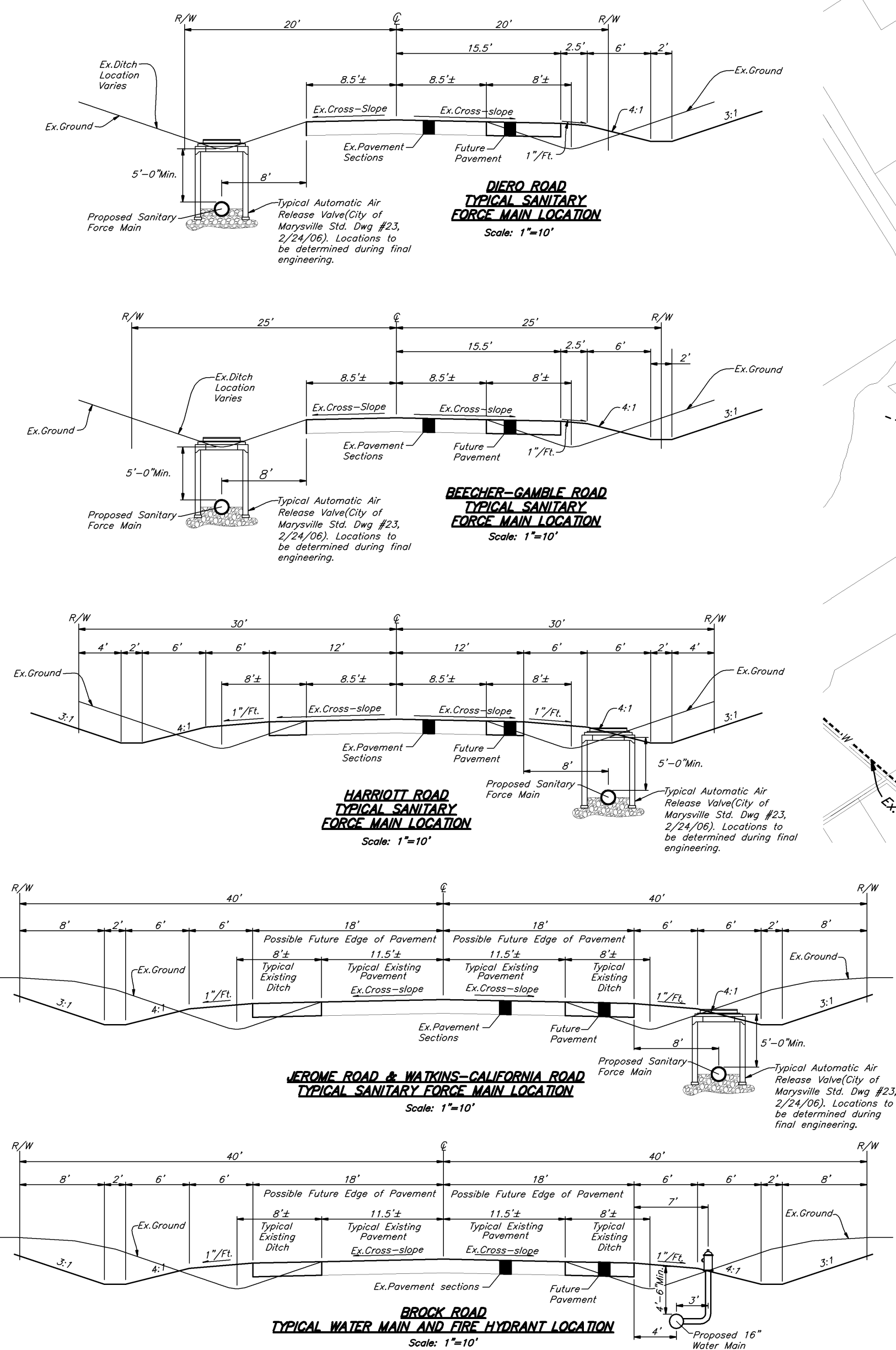
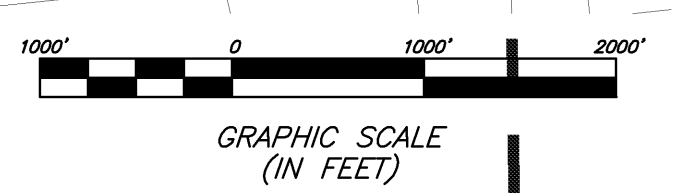
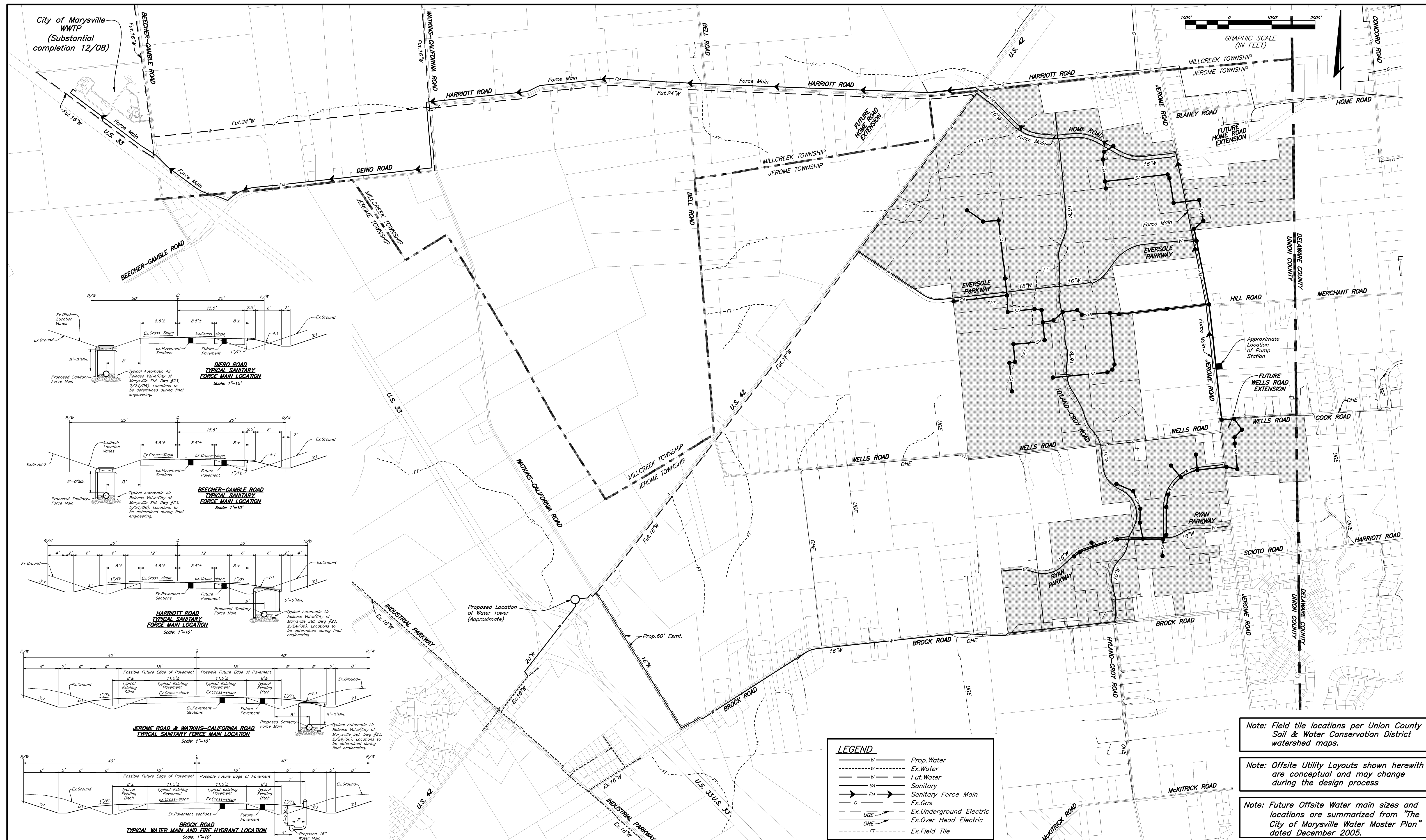
PREPARED FOR:  
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COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
RYAN PARKWAY

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
Horiz: 1"=100' Vert: 1"=10'	<b>19/27</b>





**LEGEND**

- W — Prop. Water
- - - - - W - - - - - Ex. Water
- W — Fut. Water
- SA — Sanitary
- FM — Sanitary Force Main
- G — Ex. Gas
- UGE — Ex. Underground Electric
- OHE — Ex. Over Head Electric
- - - - - FT - - - - - Ex. Field Tile

Note: Field tile locations per Union County Soil & Water Conservation District watershed maps.

Note: Offsite Utility Layouts shown herewith are conceptual and may change during the design process

Note: Future Offsite Water main sizes and locations are summarized from "The City of Marysville Water Master Plan" dated December 2005.

**REVISIONS**

MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hamilton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800

PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 730 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 OFFSITE UTILITY PLAN

Date	January 3, 2008	Job No.	2006-1643
Scale	1"=1000'	Sheet	<b>20/27</b>



**EROSION CONTROL NOTES**

**MAINTENANCE**

It is the Contractor's responsibility to maintain the sedimentation and erosion control features on this project. Any sediment or debris that has reduced the efficiency of a control shall be removed immediately. Should a structure or feature become damaged, the Contractor shall repair or replace it at no cost to the Owner.

Weekly street cleaning is required through the duration of the construction project. This includes sweeping, power cleaning and manual (if necessary) removal of dirt or mud in the street gutters.

Additional erosion and sediment control shall be required as directed by Union County Engineer's Office and/or designated representative.

**INSPECTIONS**

The NPDES permit holder shall provide qualified personnel to conduct site inspections ensuring proper functionality of the erosion and sedimentation controls. All erosion and sedimentation controls are to be inspected once every seven calendar days or within 24 hours of a 1/2 inch storm event or greater. Records of the site inspections shall be kept and made available to jurisdictional agencies if requested.

**TEMPORARY AND PERMANENT SEEDING**

All disturbed areas shall be seeded and straw mulched immediately upon completion of street/storm/sanitary installation of said phase.

The limits of seeding and mulching are as shown within the plan. Seeding has been assumed to be 5'-0" outside the work limits or the right-of-way, whichever is greater. All areas not designated to be seeded shall remain under natural ground cover. Those areas disturbed outside the seeding limits shall be seeded and mulched at the Contractor's expense.

TEMPORARY SEEDING: Any area which will be left dormant (undisturbed) for more than 21 days shall be seeded within 7 days. Disturbed areas within 50 feet of a stream, first order or larger, shall be stabilized within 2 days of inactivity. Temporary seeding consists of seeded preparation and application of seed, fertilizer, and water. Soil test is recommended to determine proper application rate of fertilizer and if lime is necessary.

Fertilizer 12-12-12	12 lb/1000 sq. ft.
Straw Mulch	2 tons/acre
Water	300 G/1000 sq. ft.

PERMANENT SEEDING: Any area that is at final grade shall be seeded within 7 days of terminated work. Permanent seeding consists of seeded preparation and application of seed, fertilizer, and water. Soil test is recommended to determine proper application rate of fertilizer and if lime is necessary. Ideal conditions for permanent seeding is March 1-May 31 and August 1-September 30.

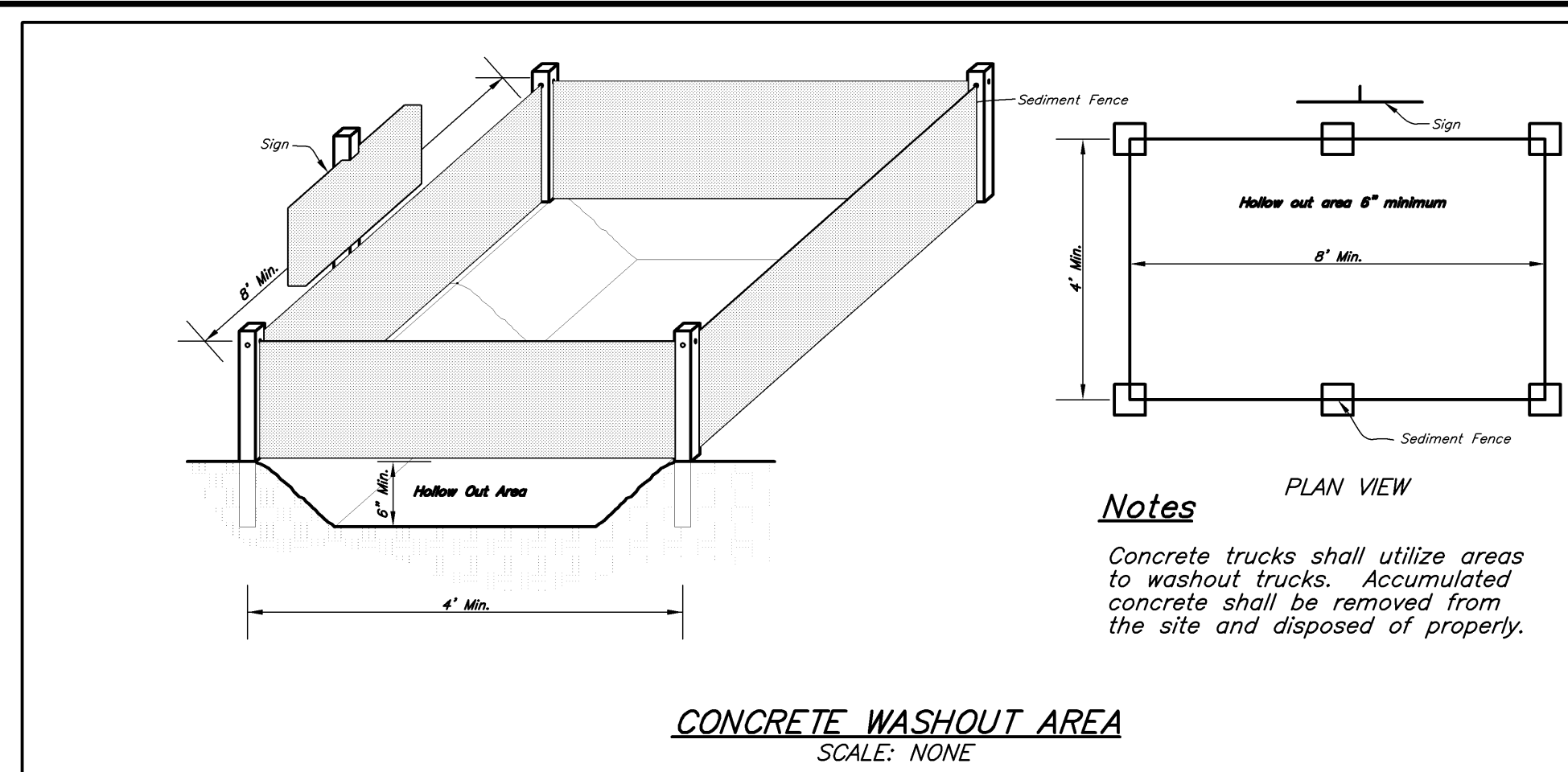
TEMPORARY SEEDING			
SEEDING DATES	SPECIES	lb./1000 sq. ft.	Per acre
March 1 to August 15	Oats	4.2	5.6 bushel
	Tall Fescue	1.4	56 lb.
	Annual Ryegrass	1.4	56 lb.
August 16 to November 1	Perennial Ryegrass	1.4	56 lb.
	Tall Fescue	1.4	56 lb.
	Annual Ryegrass	1.4	56 lb.
Nov. 1 to Spring Seeding	Rye	4.2	2.8 bushel
	Tall Fescue	1.4	56 lb.
	Annual Ryegrass	1.4	56 lb.
Nov. 1 to Spring Seeding	Wheat	4.2	2.8 bushel
	Tall Fescue	1.4	56 lb.
	Annual Ryegrass	1.4	56 lb.
Nov. 1 to Spring Seeding	Perennial Ryegrass	1.4	56 lb.
	Tall Fescue	1.4	56 lb.
	Annual Ryegrass	1.4	56 lb.

NOTE: Other approved seed species may be substituted.

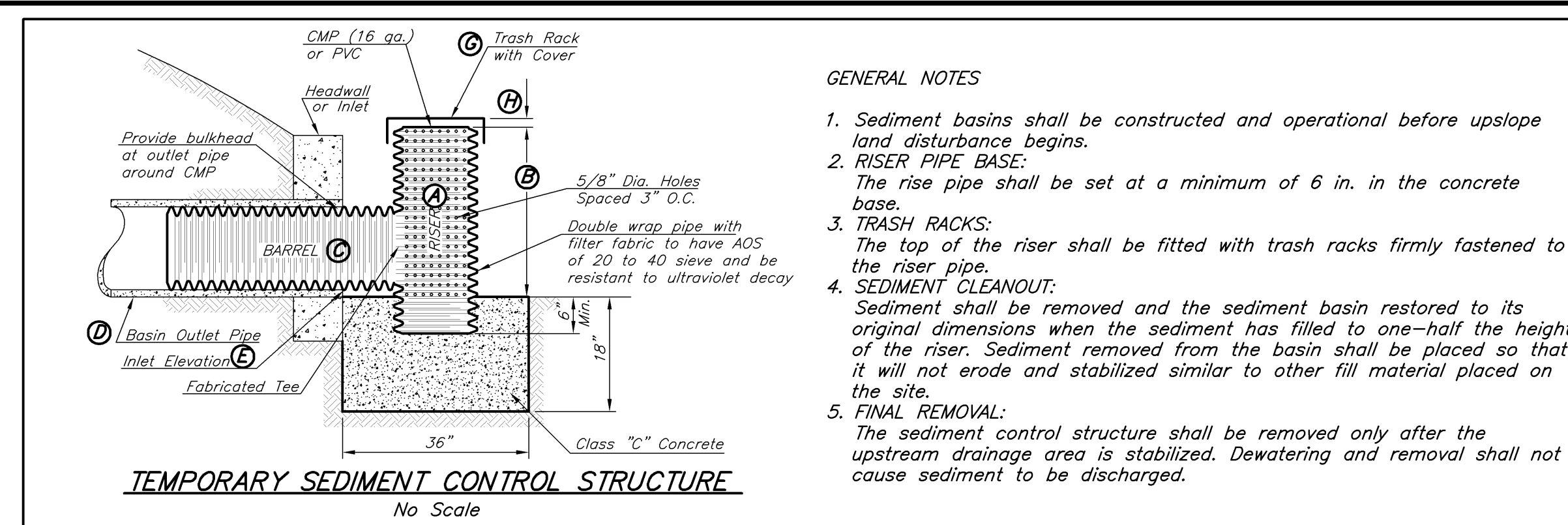
PERMANENT SEEDING			
SEED MIX	SEEDING RATE		NOTES
	lb/acre	lb/1000 sq.ft.	
<b>GENERAL USE</b>			
Creeping Red Fescue	28-56	0.7-1.4	
Domestic Ryegrass	14-28	0.35-0.7	
Kentucky Bluegrass	14-28	0.35-0.7	
Tall Fescue	56	1.4	
Dwarf Fescue	56	1.4	
<b>STEEP BANKS or CUT SLOPES</b>			
Tall Fescue	56	1.4	
Crown Vetch	14	0.35	Do not seed later than August.
Tall Fescue	28	0.35	
Flat Pea	28	0.7	Do not seed later than August.
Tall Fescue	28	0.7	
<b>ROAD DITCHES and SWALES</b>			
Tall Fescue	56	1.4	
Dwarf Fescue	126	3.15	
Kentucky Bluegrass	7		
<b>LAWNS</b>			
Kentucky Bluegrass	84	2.1	
Perennial Ryegrass	84	2.1	
Kentucky Bluegrass	84	2.1	For shaded areas
Creeping Red Fescue	84	2.1	

NOTE: Other approved seed species may be substituted.

See Sheets 22&23 for additional details.



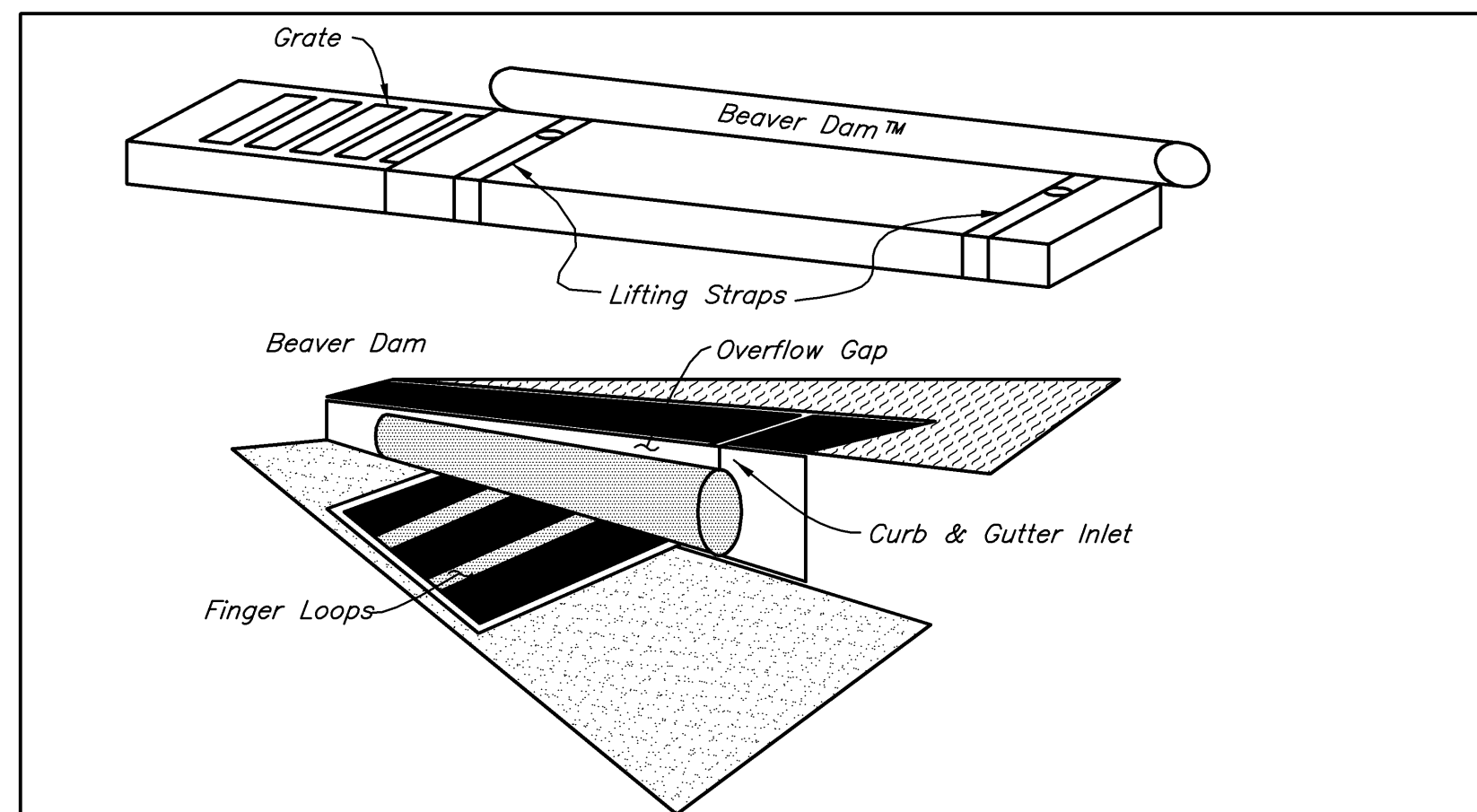
**CONCRETE WASHOUT AREA**  
SCALE: NONE



**TEMPORARY SEDIMENT CONTROL STRUCTURE**  
No Scale

**GENERAL NOTES**

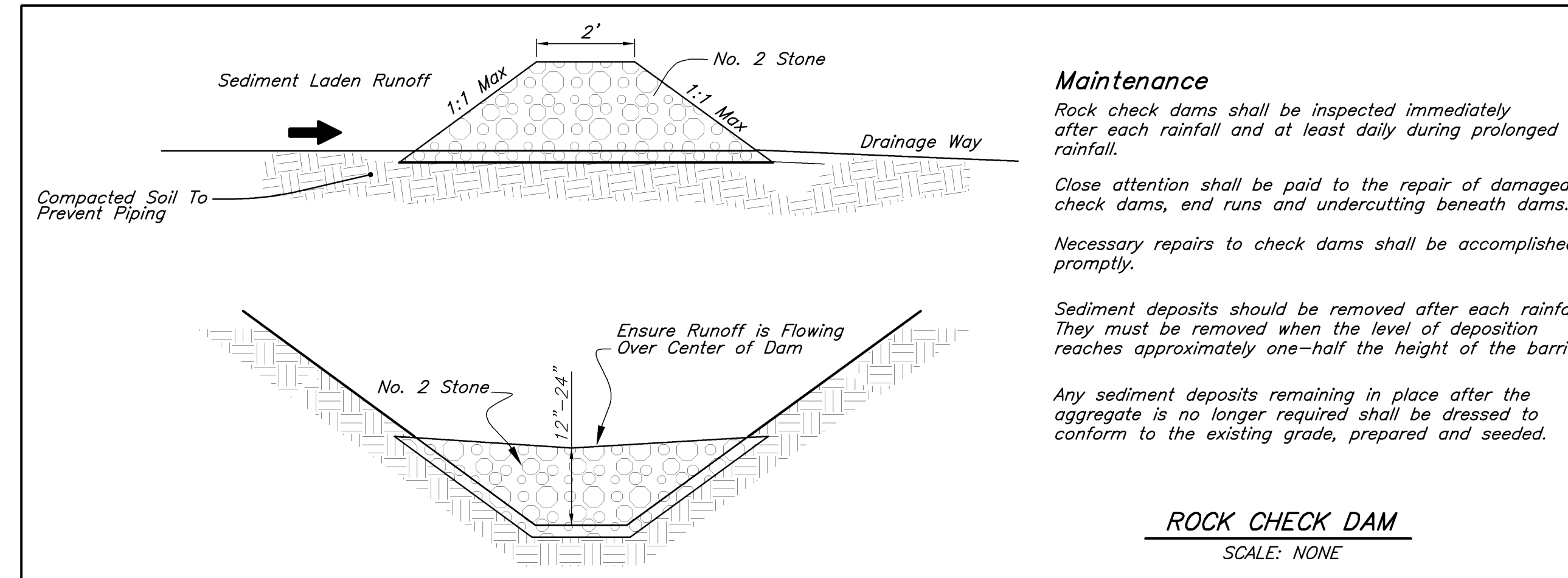
- Sediment basins shall be constructed and operational before upslope land disturbance begins.
- RISER PIPE BASE:**  
The riser pipe shall be set at a minimum of 6 in. in the concrete base.
- TRASH RACKS:**  
The top of the riser shall be fitted with trash racks firmly fastened to the riser pipe.
- SEDIMENT CLEANOUT:**  
Sediment shall be removed and the sediment basin restored to its original dimensions when the sediment has risen to one-half the height of the riser. Sediment removed from the basin shall be placed so that it will not erode and stabilized similar to other fill material placed on the site.
- FINAL REMOVAL:**  
The sediment control structure shall be removed only after the upstream drainage area is stabilized. Dewatering and removal shall not cause sediment to be discharged.



**THE BEAVER DAM**  
No Scale

**Installation:** Stand grate on end. Slide the Beaver Dam Bag on with Dam on top of the grate. Pull all excess down. Lay unit on its side. Carefully tuck flap in. Press Velcro strips together. Install the unit making sure front edge of grate is inserted in frame first then lower back into place. Press Velcro dots together which are located under lifting straps. This insures straps remain flush with gutter.

**Maintenance:** With a stiff bristle broom sweep silt and other debris off surface after each event.



**ROCK CHECK DAM**  
SCALE: NONE

**Maintenance**

Rock check dams shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.

Close attention shall be paid to the repair of damaged check dams, end runs and undercutting beneath dams.

Necessary repairs to check dams shall be accomplished promptly.

Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half the height of the barrier.

Any sediment deposits remaining in place after the aggregate is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

**CONTRACTOR RESPONSIBILITIES**

Details have been provided on this plan in an effort to help the Contractor provide erosion and sedimentation control. The details shown on the plan shall be considered a minimum. Additional or alternative details may be found in the O.D.N.R. Manual "Rainwater and Land Development." The Contractor shall be solely responsible for providing necessary and adequate measures for proper control of erosion and sediment runoff from the site along with proper maintenance and inspection in compliance with the NPDES General Permit for Storm Discharges Associated with Construction Activity.

The Contractor shall provide a schedule of operations to the Owner. The schedule should include a sequence of the placement of the sedimentation and erosion control measures that provides for continual protection of the site throughout the earth moving activities.

Prior to Construction Operations in a particular area, all sedimentation and erosion control features shall be in place. Field adjustments with respect to locations and dimensions may be made by the Engineer.

The Contractor shall place inlet protection for the sedimentation control immediately after construction of the catch basins or inlets that are not tributary to a sediment basin or dam. Inlet protection not required for storm sewer discharging into a sediment basin or lake provided storm sewers are cleaned and basins/lakes are dredged to the satisfaction of the Union County Engineer prior to acceptance.

It may become necessary to remove portions of sedimentation controls during construction to facilitate the grading operations in certain areas. However, the controls shall be replaced upon grading or during any inclement weather.

Compacted soil is required at all catch basins to prevent piping. If piping around structures is observed the structure will be required to be unearthed and corrective measures taken.

The Contractor shall be responsible to have the current Storm Water Pollution Prevention Plan immediately available or posted on site.

The Contractor shall be responsible to ensure that off-site tracking of sediments by vehicles and equipment is minimized. All such off-site sediment shall be cleaned up daily.

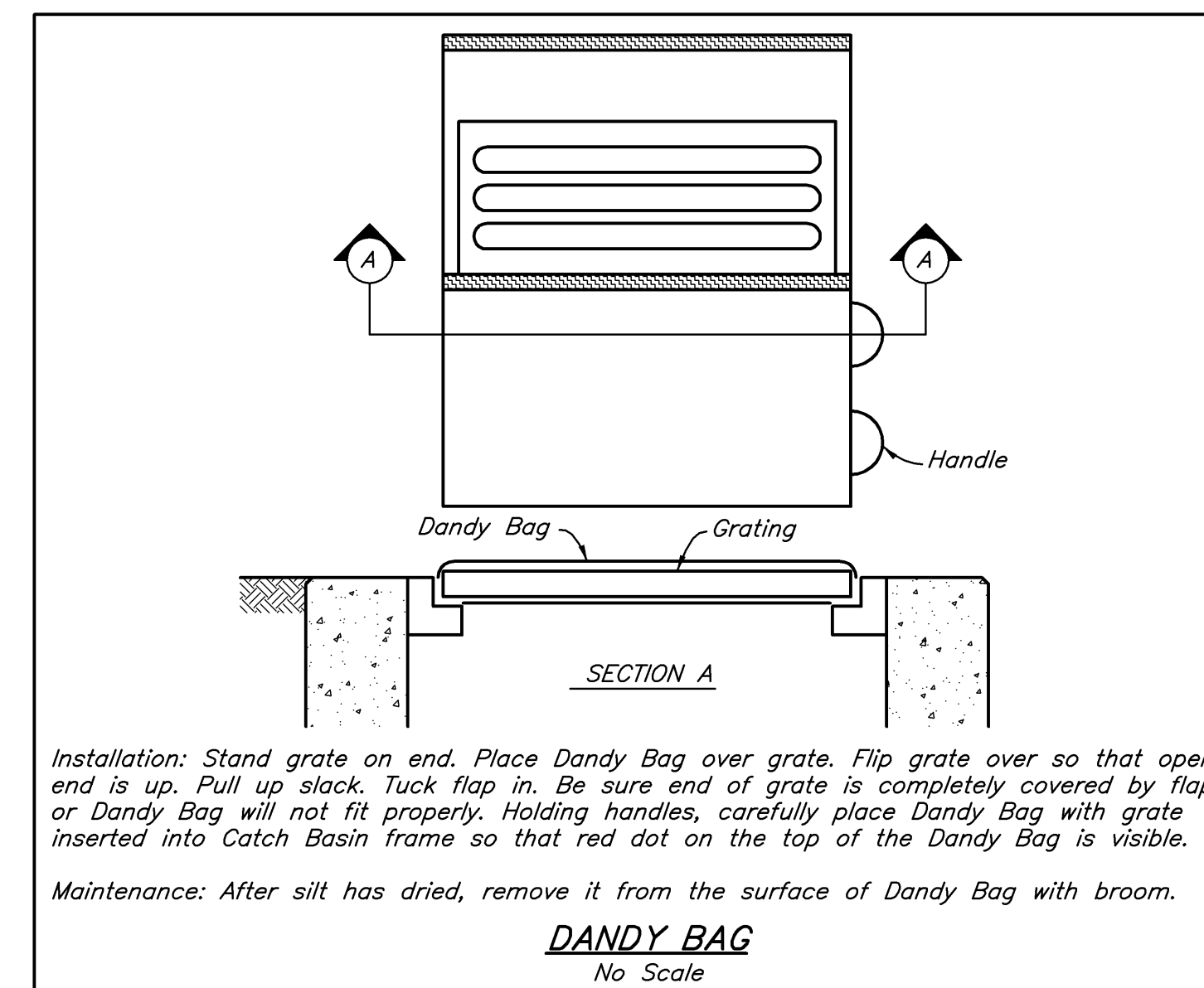
The Contractor shall be responsible to ensure that no solid or liquid waste is discharged into storm water runoff. Untreated sediment-laden runoff shall not flow off of site without being directed through a control practice. Concrete trucks will not be allowed to wash out or discharge surplus concrete into or alongside rivers, streams, or creeks or into natural or manmade channels or swales leading thereto.

Concrete wash water and surplus concrete shall be confined to approved areas; after solidifying, these waste materials shall be removed from the site.

The cost for temporary channels, sediment dams, sediment basins, and other appurtenant earth moving operations shall be included in the price bid for erosion and sedimentation control quantities.

Weekly street cleaning is required throughout the duration of the project. This includes power sweeping, power cleaning, and manual (if necessary) removal of dirt or mud in the street gutters.

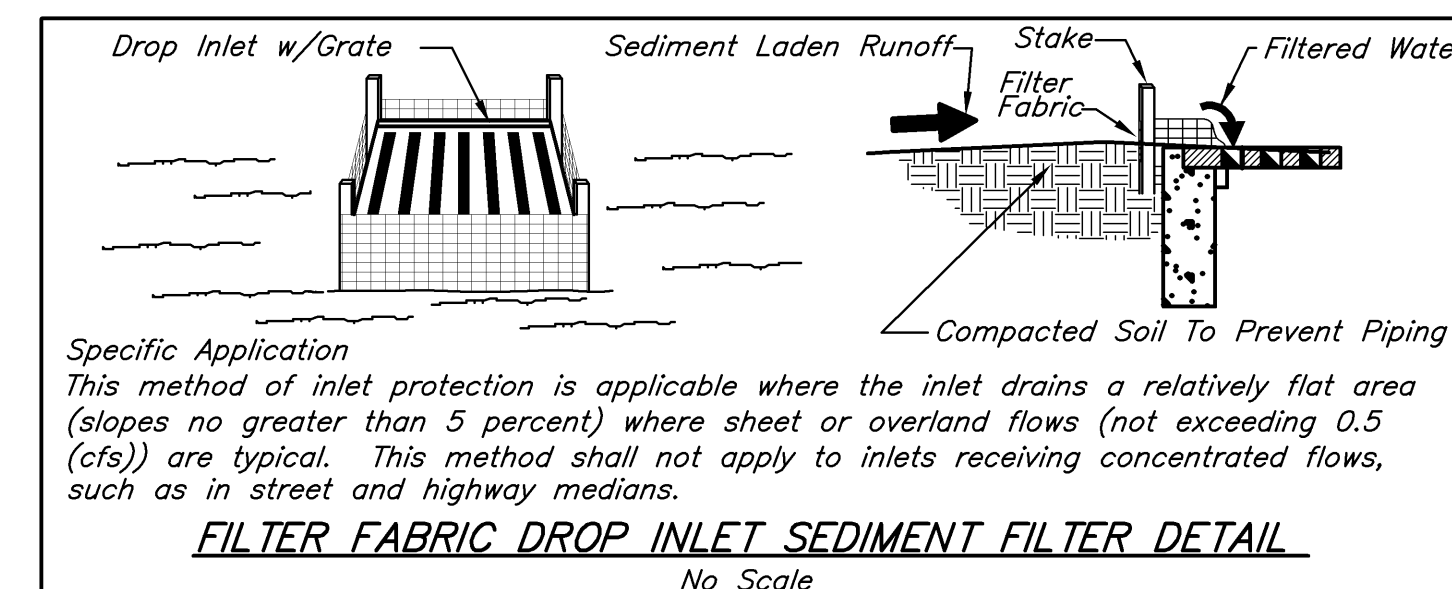
Not all details shown on this sheet may be required for this project.



**DANDY BAG**  
No Scale

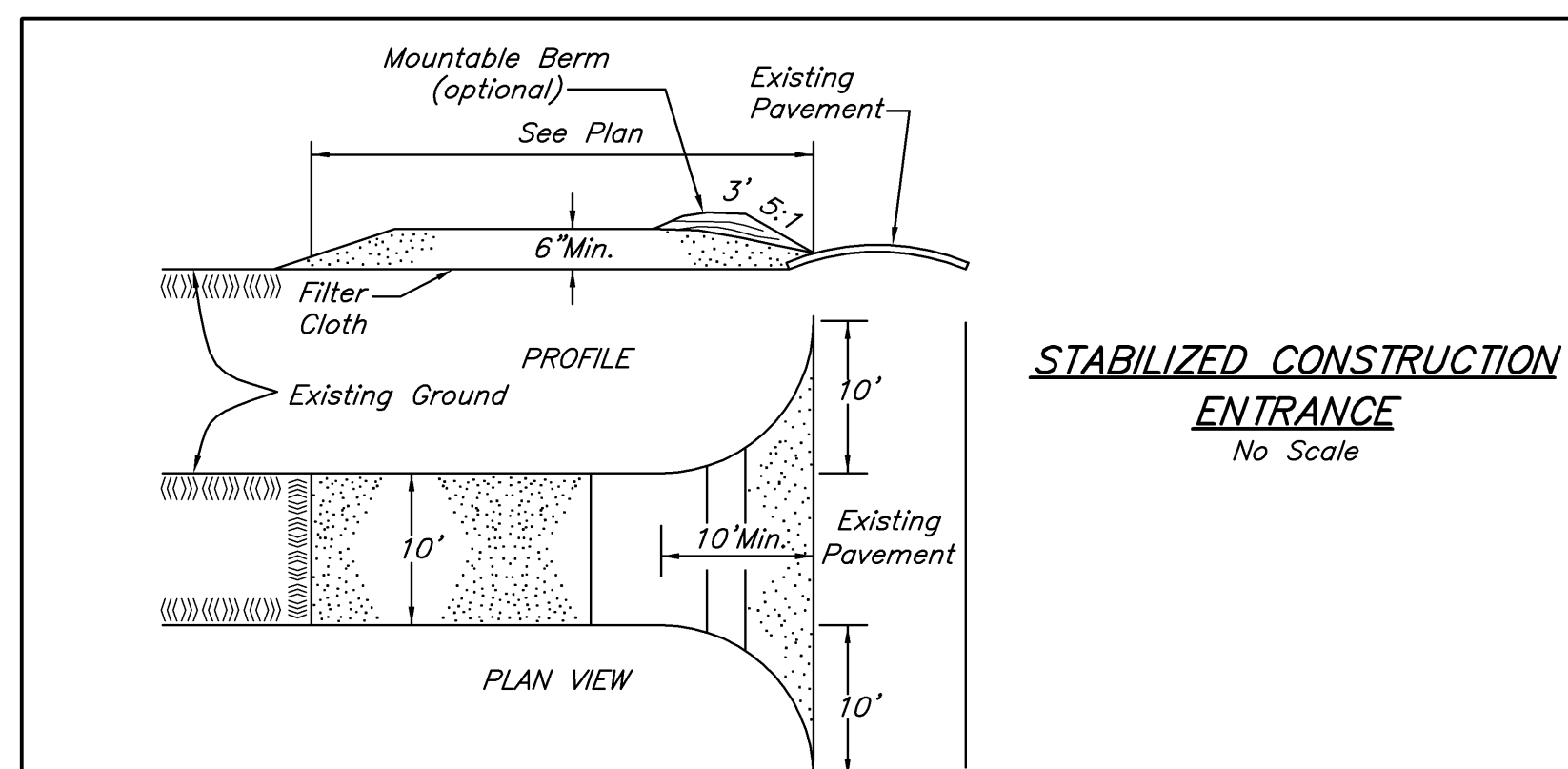
**Installation:** Stand grate on end. Place Dandy Bag over grate. Flip grate over so that open end is up. Pull up slack. Tuck flap in. Be sure end of grate is completely covered by flap or Dandy Bag will not fit properly. Holding handles, carefully place Dandy Bag with grate inserted into Catch Basin frame so that red dot on the top of the Dandy Bag is visible.

**Maintenance:** After silt has dried, remove it from the surface of Dandy Bag with broom.



**FILTER FABRIC DROP INLET SEDIMENT FILTER DETAIL**  
No Scale

**Specific Application**  
This method of inlet protection is applicable where the inlet drains a relatively flat area (slopes no greater than 5 percent) where sheet or overland flows (not exceeding 0.5 cfs) are typical. This method shall not apply to inlets receiving concentrated flows, such as in street and highway medians.



**STABILIZED CONSTRUCTION ENTRANCE**  
No Scale

**CONSTRUCTION SPECIFICATIONS**

- Stone Size - Use 2" stone, or reclaimed or recycled concrete equivalent.
- Length - As required.
- Thickness - Not less than six (6) inches.
- Width - Ten (10) foot minimum, but not less than the full width at points where ingress or egress occurs.
- Filter Cloth - will be placed over the entire area prior to placing of stone.
- Surface Water - All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
- Maintenance - The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
- Washing - Wheels shall be cleaned to remove sediment prior to entrance onto public right-of-ways. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
- Periodic inspection and needed maintenance shall be provided after each rain.

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
Evans, Mechwart, Hamilton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
3500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Fax: 614.775.4800

PREPARED FOR:

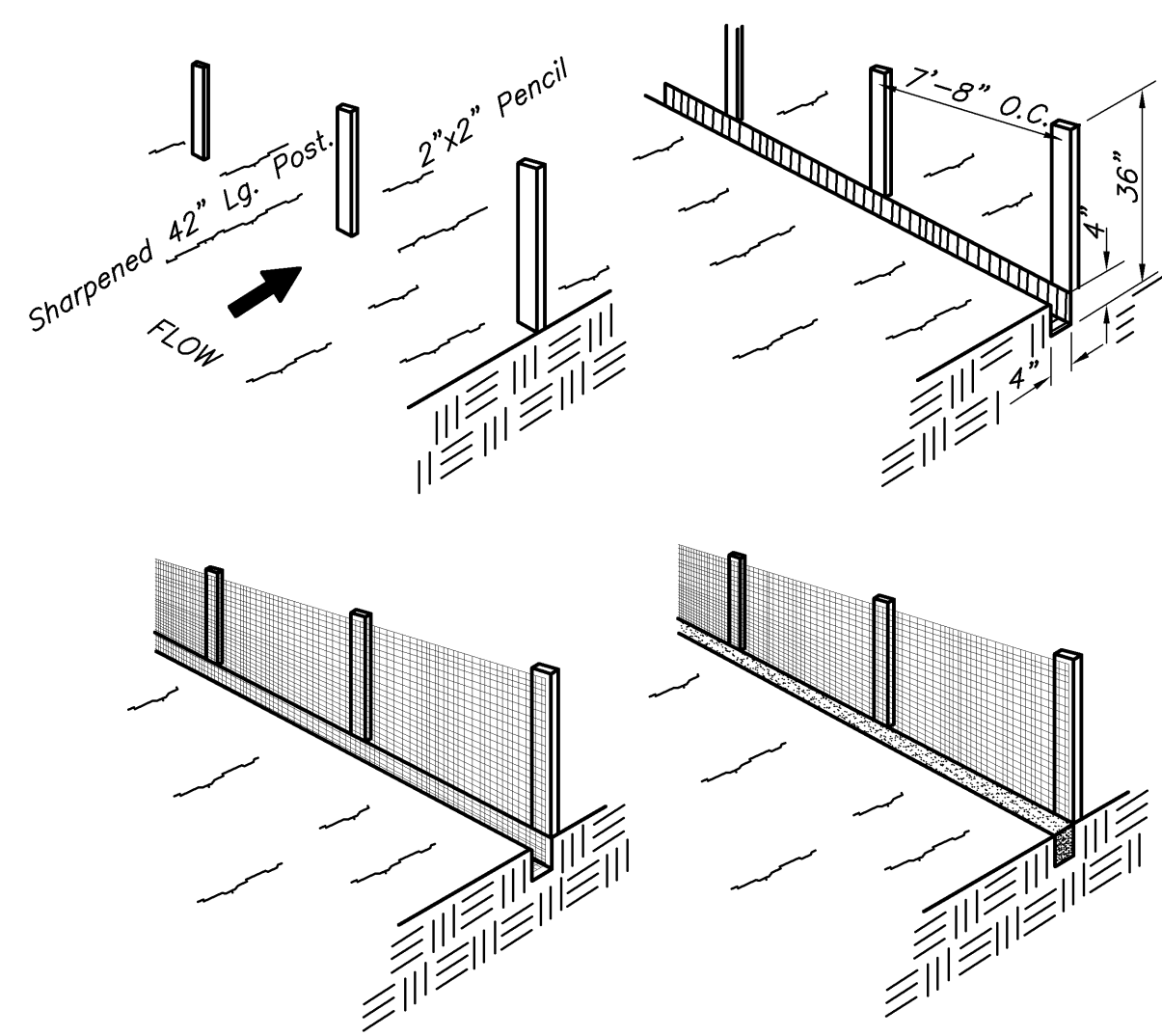
**JEROME VILLAGE COMPANY, LLC**  
730 E. Broad Street, Suite 200  
Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
EROSION AND SEDIMENTATION CONTROL DETAILS

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
None	<b>21/27</b>





**SEDIMENT FENCE DETAIL**  
No Scale

**Silt Fence:** This sediment barrier utilizes standard strength or extra strength synthetic filter fabrics. It is designed for situations in which only sheet or overland flows are expected.

- The height of a silt fence shall not exceed 36-inches (higher fences may impound volumes of water sufficient to cause failure of the structure).
- The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum of a 6 inch overlap, and securely sealed.
- Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 12-inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet.
- A trench shall be excavated approximately 4-inches wide and 4 inches deep along the line of posts and upslope from the barrier.
- When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1-inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2-inches and shall not extend more than 36-inches above the original ground surface.
- The standard strength filter fabric shall be stapled or wired to the fence, and 8-inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36-inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Item No. 6 applying.
- The trench shall be backfilled and soil compacted over the filter fabric.
- Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

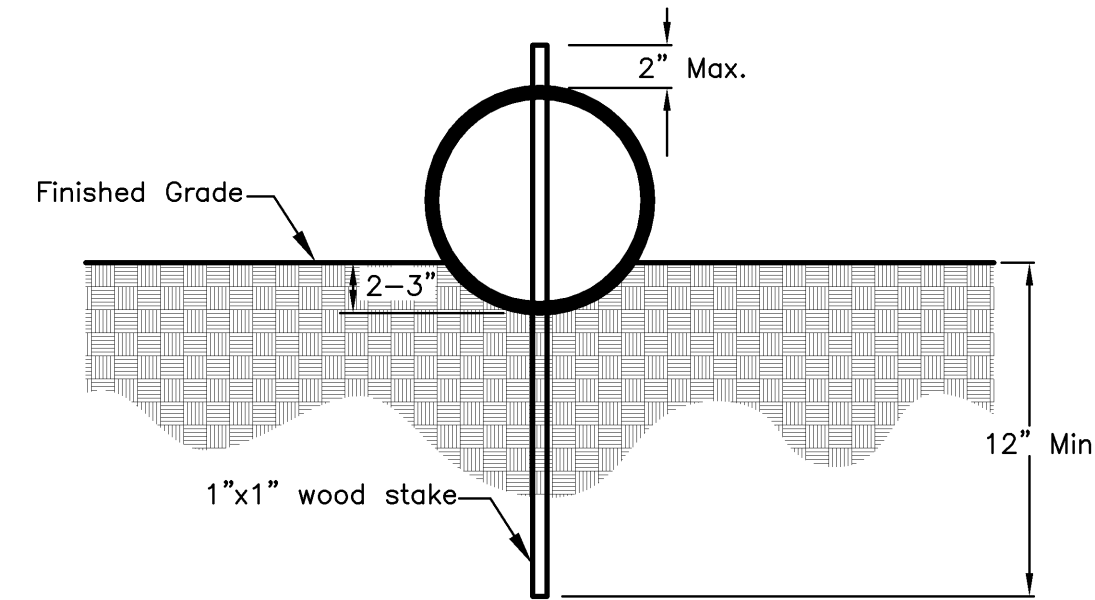
**Maintenance**

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.



**STRAW WATTLE DETAIL**  
No Scale

**PREPARATION**

Proper site preparation is essential to ensure complete contact of the sediment retention device (Wattle) with the soil.

The slope should be prepared to receive the surface mulching/re-vegetation treatment prior to installation of the Erosion control and sediment Retention Wattles.

Removed all rocks, clods, vegetation or other obstructions so that the installed Wattles will have direct contact with the soil.

A small trench 2-3 inches in depth should be excavated on the slope contour and perpendicular to water flow. Soil from the excavation should be placed down-slope next to the trench.

**INSTALLATION**

Install the Wattles in the trench, insuring that no gaps exist between the soil and the bottom of the Wattle. The ends of adjacent Wattles should be tightly abutted so that no opening exists for water or sediment to pass through. Alternately, Wattles may be lapped, 6" minimum to prevent sediment passing through the field joint.

Wooden stakes should be used to fasten the Wattles to the soil. When conditions warrant, a straight metal bar can be used to drive a "pilot hole-through the Wattle and into the soil.

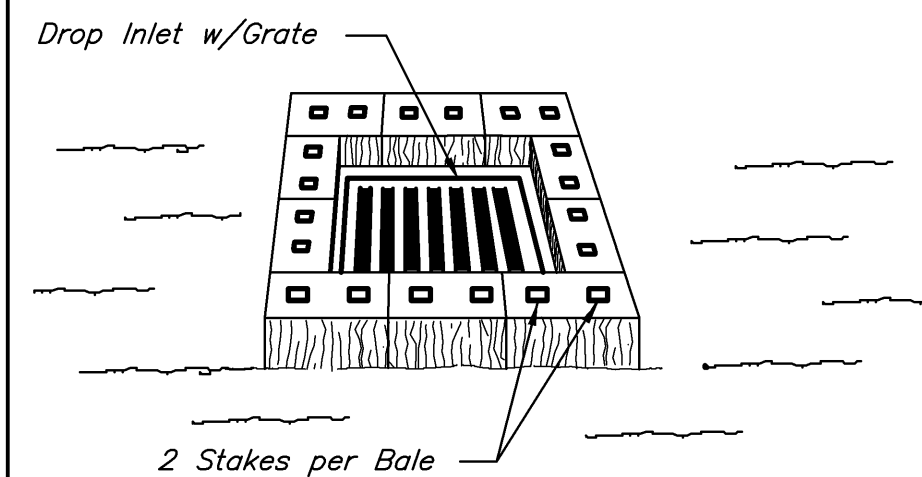
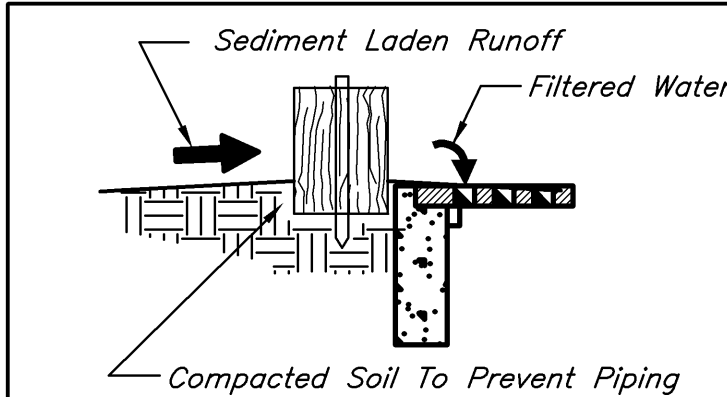
Wooden stakes should be placed 6" from the Wattle end angled towards the adjacent Wattle and spaced at 4 feet centers leaving less than 1-2 inches of stake exposed above the Wattle. Alternately, stakes may be placed on each side of the Wattle tying across with a natural fiber twine or staking in a crossing manner ensuring direct soil contact at all times.

Terminal ends of wattles should be dog legged up slope to ensure containment and prevent channeling of sedimentation.

Backfill the upslope length of the Wattle with the excavated soil and compact.

Care shall be taken during installation so as to avoid damage occurring to the Wattle as a result of the installation process. Should the Wattle be damaged during installation, a wooden stake shall be placed either side of the damaged area terminating the log segment.

Field monitoring shall be performed to verify that the placement does not damage the Wattle.



**STRAW BALE DROP INLET  
SEDIMENT FILTER DETAIL**  
No Scale

**STRAW BALE DROP INLET STRUCTURE**

Bales shall be either wire-bound or string-tied with the bindings oriented around the sides rather than over and under the bales.

Bales shall be placed lengthwise in a single row surrounding the inlet, with the ends of adjacent bales pressed together. The filter barrier shall be entrenched and backfilled. A trench shall be excavated around the inlet the width of a bale to a minimum depth of 4-inches. After the bales are staked, the excavated soil shall be backfilled and compacted against the filter barrier. Each bale shall be securely anchored and held in place by at least two stakes or rebars driven through the bale. Loose straw shall be wedged between bales to prevent water from entering between bales.

NOTE: Hay bales may be used in place of straw bales.

**Maintenance**

Straw bale barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.

Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales.

Necessary repairs to barriers or replacement of bales shall be accomplished promptly.

Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reach approximately one-half the height of the barrier.

Any sediment deposits remaining in place after the straw bale barrier is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

**MATERIALS**

Wattles shall be a straw-filled tube of flexible netting material exhibiting the following properties. It shall be a machine-produced tube of compacted straw, by a manufacturer whose business is wattle manufacturing. The netting shall consist of seamless high-density polyethylene and ethyl vinyl acetate and contain ultra violet inhibitors.

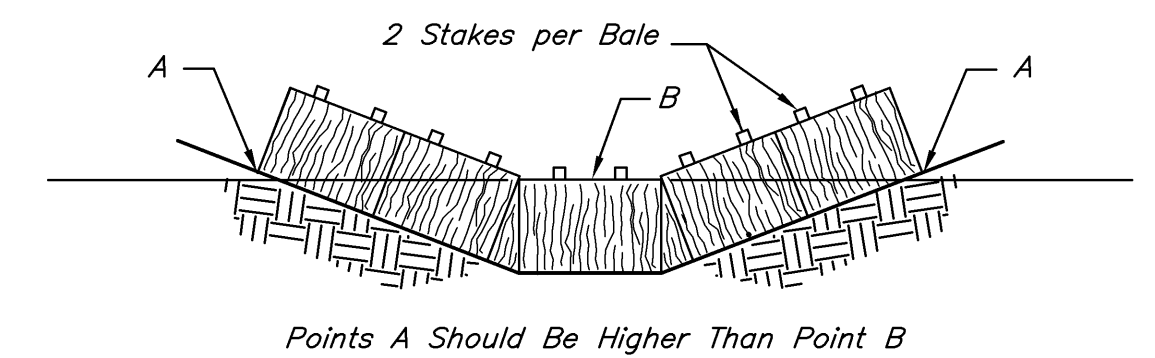
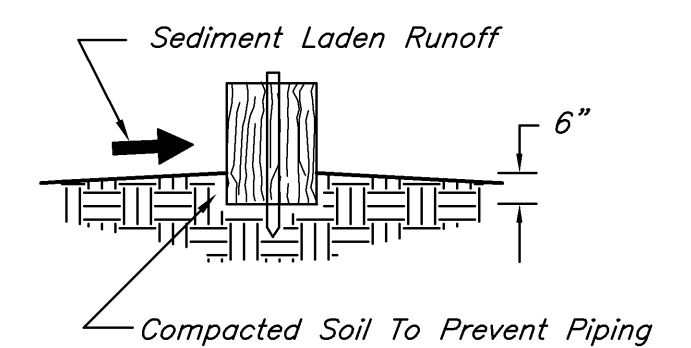
Light weight rolled erosion control straw or wood fiber blankets (RECB) rolled up to create a wattle type device shall not be allowed under this specification. The Wattle shall meet the minimum performance requirements of Table 1. The product must be guaranteed to meet all numeric performance values in Table 1 under the specified conditions as stated.

**TABLE 1**

Property	Test Method	Units	Min. Value
Mass per Unit Weight	Field Measured	(lbs/ft)	1.6
Dimension	Field Measured	(Dia./Inches)	8.0-9.0
Net Strand Thickness	Field Measured	(Inches)	0.030
et Knot Thickness	Field Measured	(Inches)	0.055
Netting Unit Weight	Certified	(Ounces/ft)	0.35
Sediment Retention Capacity	Rainfall Sim. <sup>1</sup>	(lbs/ft)	30
Installed Free-Board Ht.	Field Measured	(Height/Inches)	6.0-7.0
Straw Fiber	Field Measured	Avg. Length (in)	3.0
Soil Loss	Rainfall Sim. <sup>1</sup>	% Effectiveness	58 <sup>2</sup>
De-Stabilized Moisture	Rainfall Sim. <sup>1</sup>	% Retained (Max.)	11
Fiber Content	Certified	% Straw	100

<sup>1</sup>Minimum of three 10 year predicted storm events on 1V:3H slope with Clayey Sand soil.

<sup>2</sup>Minimum sediment yield reduction value.



Points A Should Be Higher Than Point B

**Channel Flow Applications**

Bales shall be placed in a single row, lengthwise, oriented perpendicular to the contour, with ends of adjacent bales tightly abutting one another.

The remaining steps for installing a straw bale barrier for sheet flow applications apply here, with the following addition.

The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

NOTE: Hay bales may be used in place of straw bales.

**Maintenance**

Straw bales shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.

Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales.

Necessary repairs to barriers or replacement of bales shall be accomplished promptly.

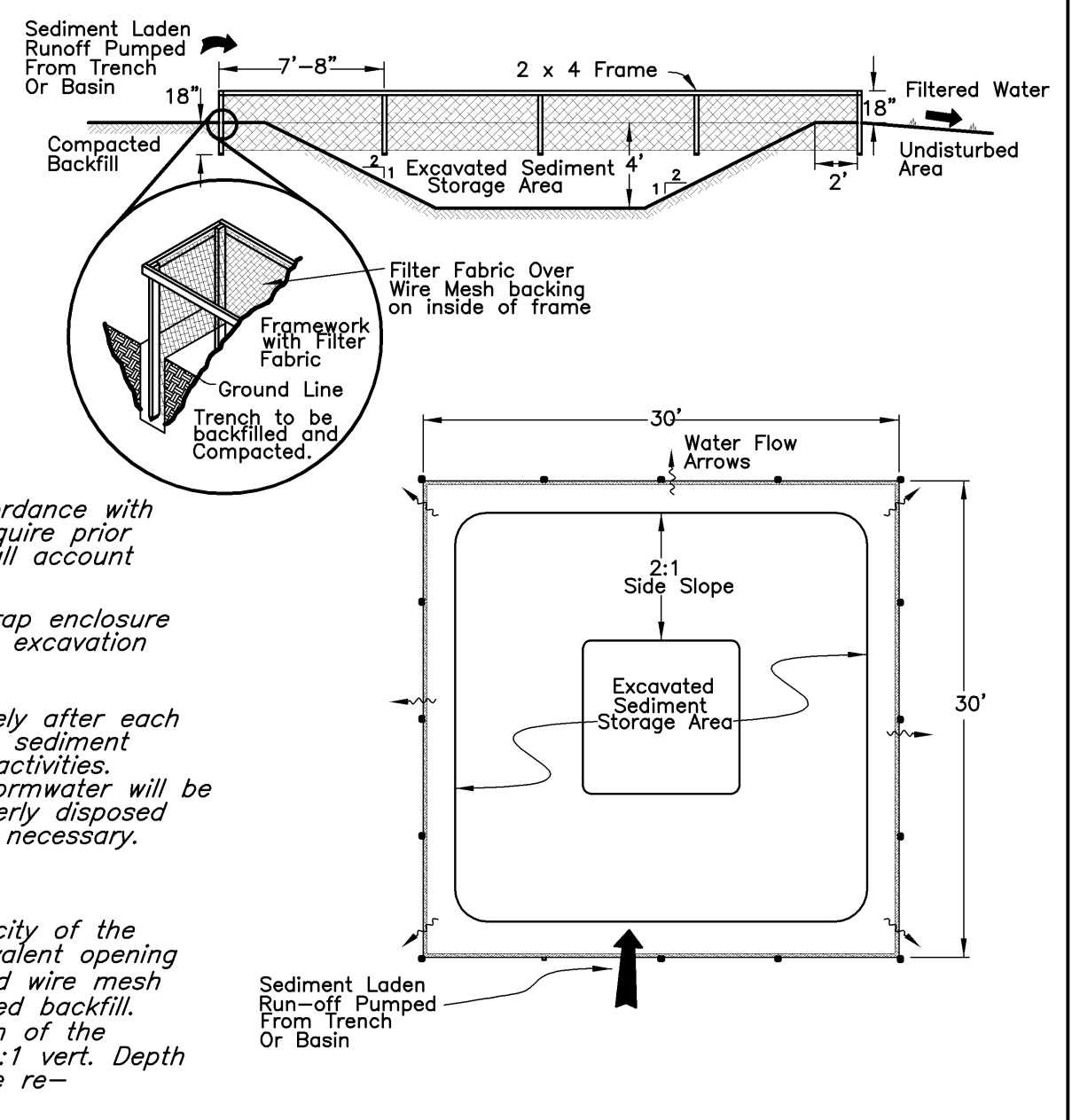
Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half the height of the barrier.

Any sediment deposits remaining in place after the straw bale barrier is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

**STRAW BALE BARRIER FOR  
DRAINAGE WAY OR SHEET FLOW**

SCALE: NONE

**DEWATERING SEDIMENT TRAP ENCLOSURE DETAILS**  
No Scale



**DEWATERING**

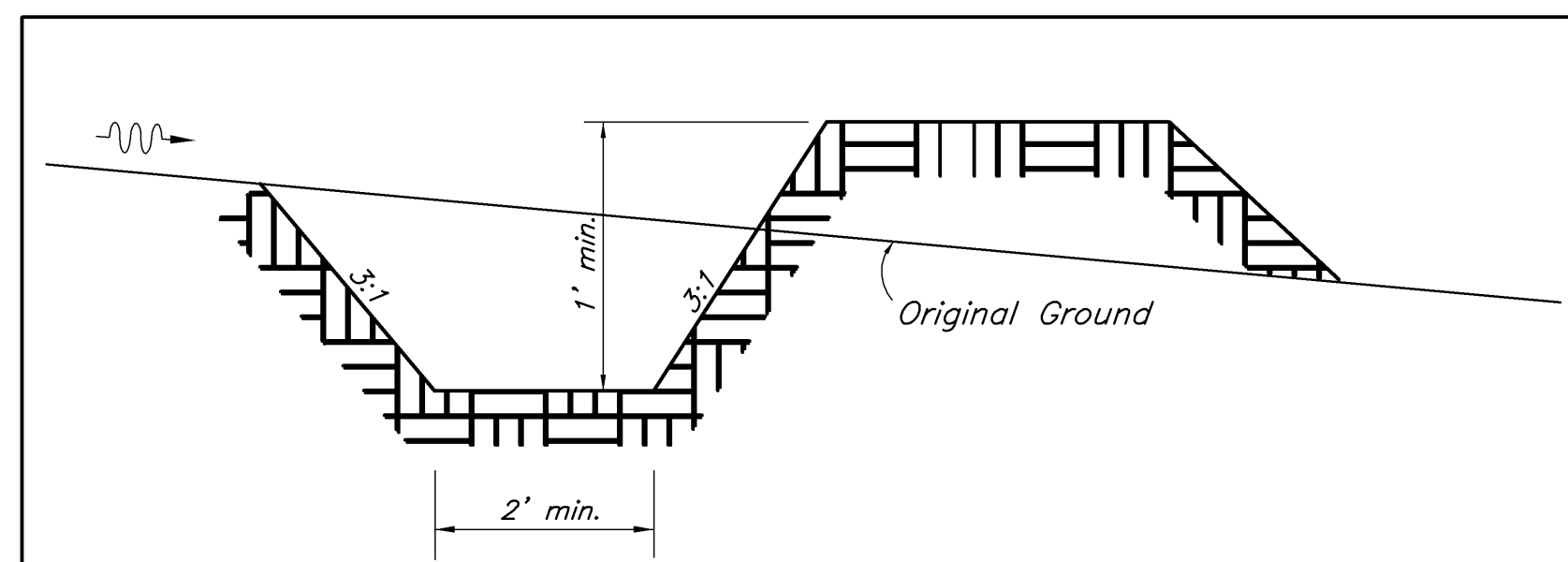
Dewatering within excavated areas, if required, shall be performed in accordance with the details shown on this plan. Alternative methods of dewatering may require prior approval from the Union County SWCD. Dewatering through well points shall account for the groundwater considerations provided below.

Contractor is to pump from the utility trench or basin to the sediment trap enclosure to provide sediment control during installation of underground utilities and excavation of basins.

All sedimentation and erosion control devices shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Contractor shall utilize sediment trap enclosure prior to discharge from site for all excavation dewatering activities. Outfall shall be through native undisturbed ground cover. No untreated stormwater will be released from the site. Accumulated sediment shall be removed and properly disposed of in an area beyond the 100-year floodplain and properly stabilized, as necessary.

**Specific Application:**

Do not exceed 23 gallons per minute pumping rate or the seepage capacity of the filter fabric enclosure, whichever is less. Filter fabric shall have an equivalent opening size (EOS) of 40 - 80 sieve (0.3 gal/min/sf maximum). Filter fabric and wire mesh backing shall extend 18" below grade and shall be covered with compacted backfill. Temporary sediment storage shall be provided within the excavated portion of the sediment trap. Excavated side slopes shall not be steeper than 2 horiz :1 vert. Depth of excavation shall be 4-feet below natural grade. Sediment trap shall be re-excavated when the holding area becomes half-full of sediment.



**MAINTENANCE:** All channels shall be seeded and strawed immediately following their construction. The contractor shall be held responsible for maintenance of the channel prior to completion of the project. The slope of the channel shall be such to provide adequate drainage throughout the entire length of the channel.

**DIVERSION CHANNEL**  
SCALE: NONE

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43254  
Phone: 614.775.4950 Fax: 614.775.4900

PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
720 E. Broad Street, Suite 200  
Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
EROSION AND SEDIMENTATION CONTROL DETAILS

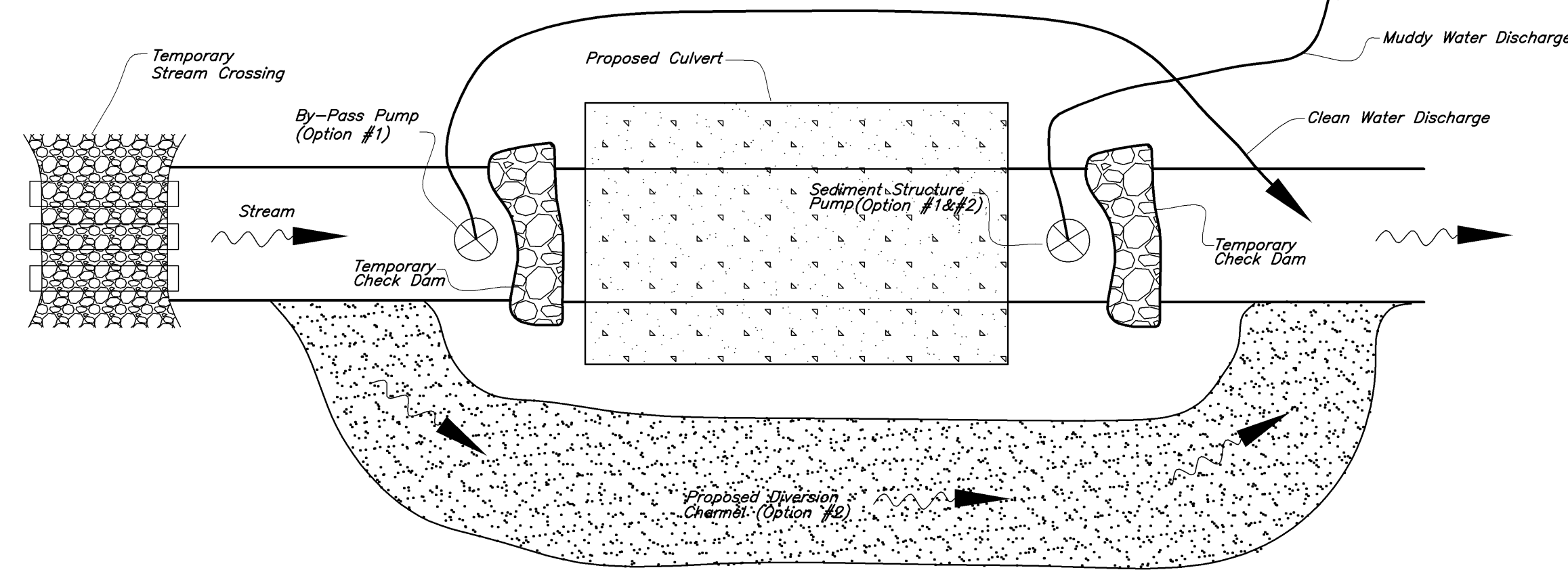
See Sheets 21&23 for additional details.

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
None	<b>22/27</b>

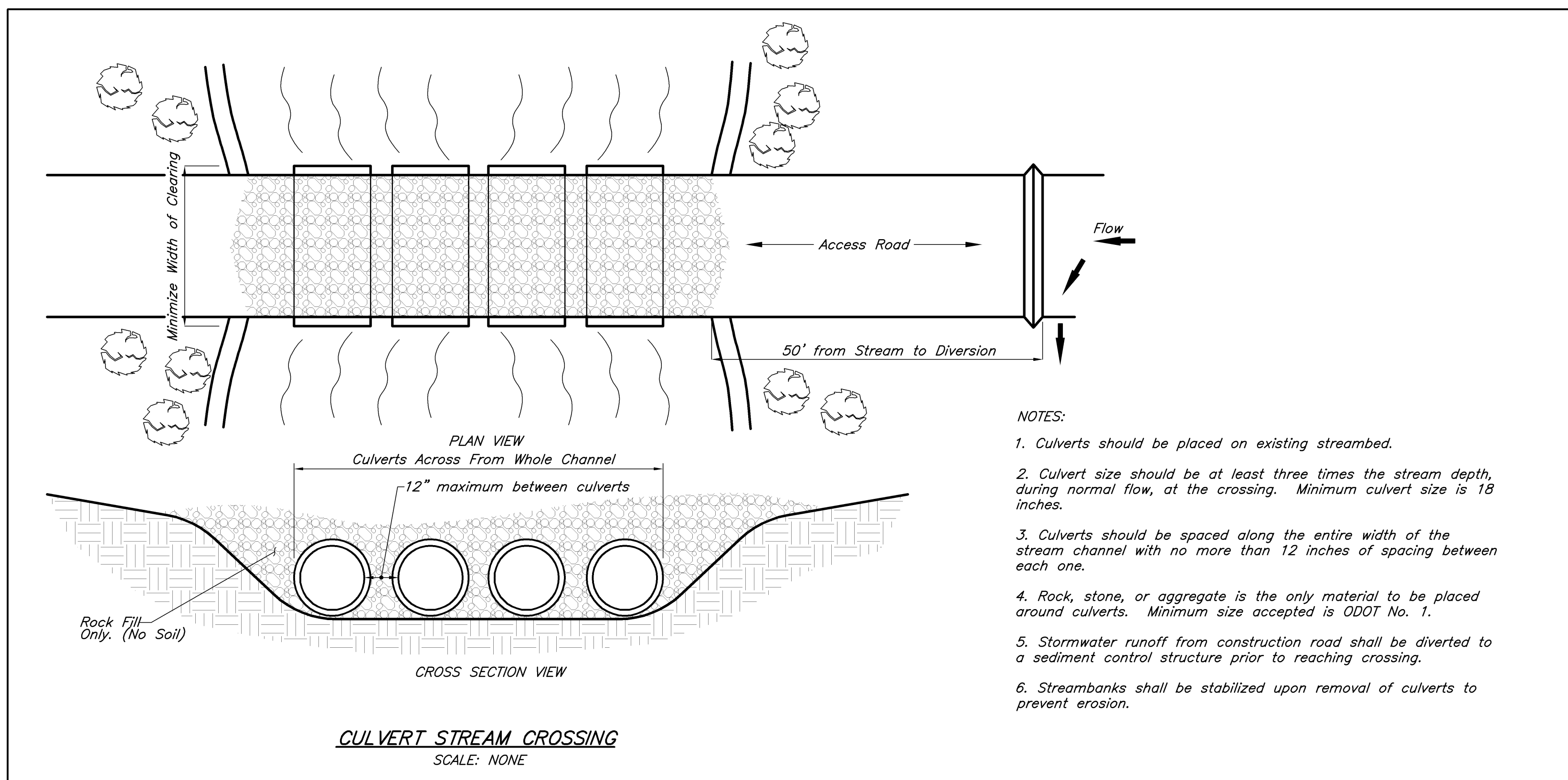
**Stream Crossing Options:**

**Option #1:**  
Isolate the culvert construction area by installing temporary check dams comprised of nonerodable material, such as rock or sandbags. Pump "clean" water around the disturbed area from upstream of the proposed disturbed area. "Muddy" water within the disturbed area shall be pumped to a temporary sediment control structure.

**Option #2:**  
Excavate a temporary diversion channel around the proposed disturbed area. The temporary channel shall be stabilized with erosion control blankets or rock. "Muddy" water shall be pumped from within the disturbed area into a temporary sediment control structure.



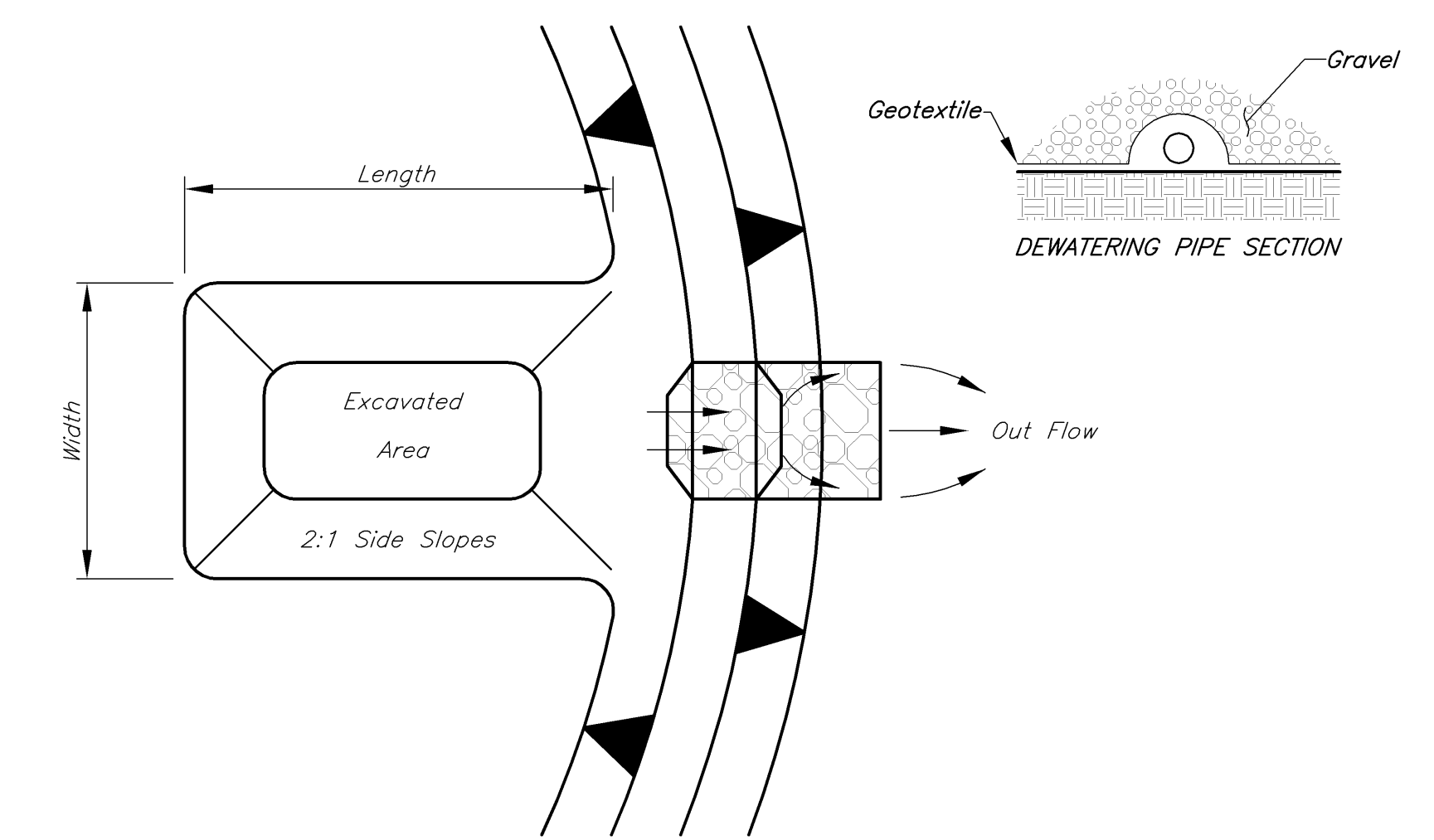
**STREAM CULVERT SEDIMENT CONTROL DETAIL**  
No Scale



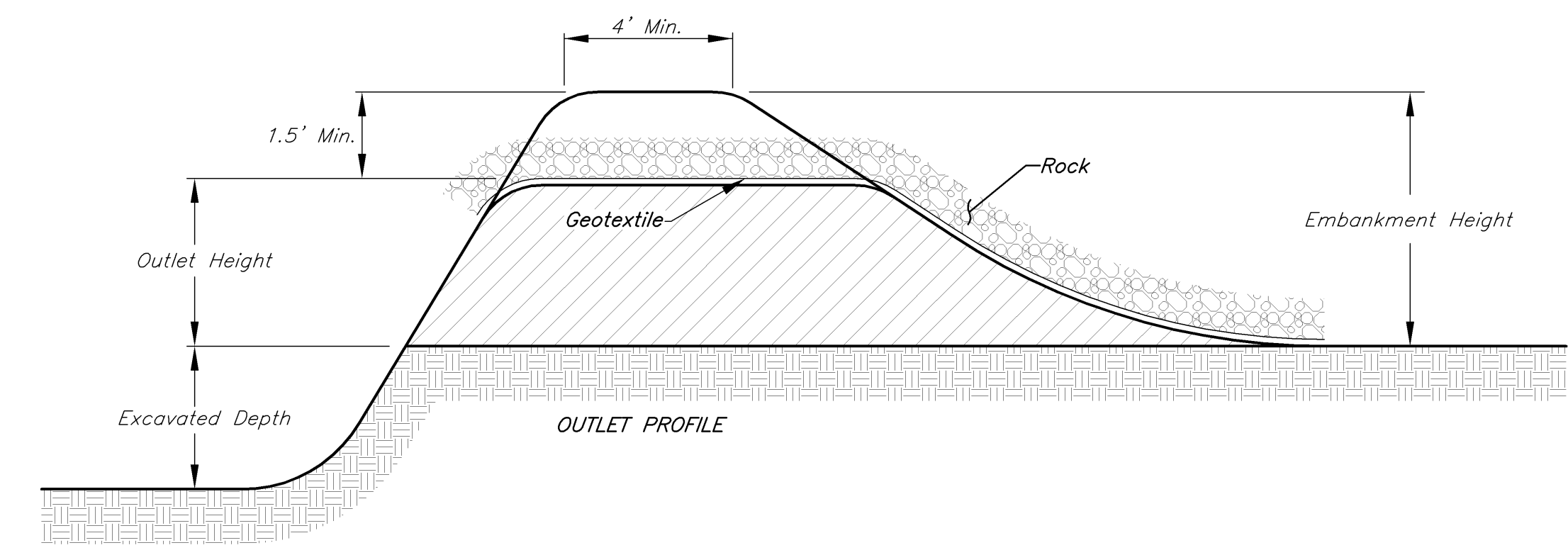
**NOTES:**

1. Culverts should be placed on existing streambeds.
2. Culvert size should be at least three times the stream depth, during normal flow, at the crossing. Minimum culvert size is 18 inches.
3. Culverts should be spaced along the entire width of the stream channel with no more than 12 inches of spacing between each one.
4. Rock, stone, or aggregate is the only material to be placed around culverts. Minimum size accepted is ODOT No. 1.
5. Stormwater runoff from construction road shall be diverted to a sediment control structure prior to reaching crossing.
6. Streambanks shall be stabilized upon removal of culverts to prevent erosion.

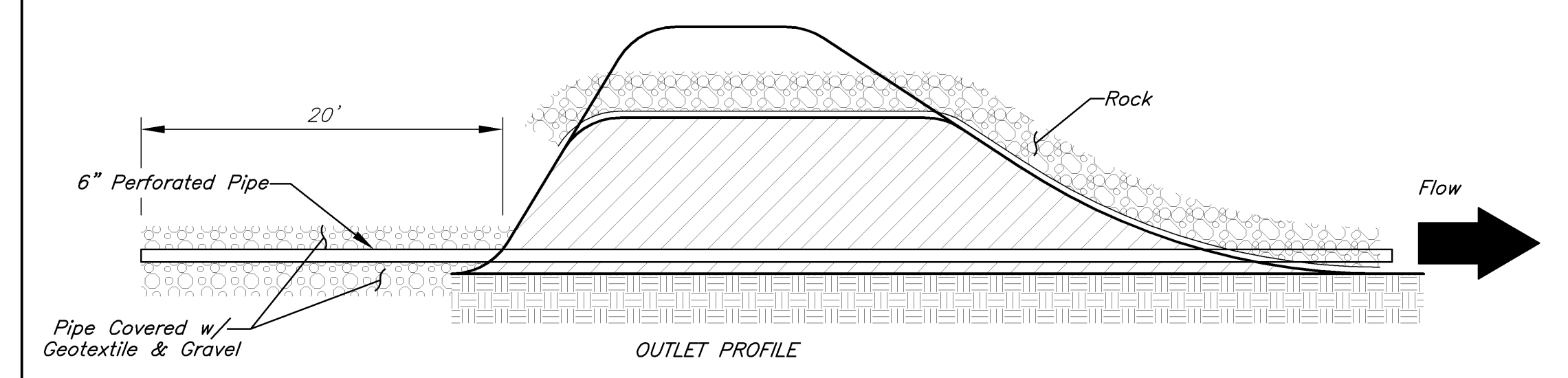
**CULVERT STREAM CROSSING**  
SCALE: NONE



**PLAN VIEW**



**OUTLET PROFILE**



**OUTLET PROFILE**

1. Traps should be constructed and operational prior to upslope land disturbance with the storage volume of 67 cubic yards per drainage acre.
2. Area under embankment should be cleared of vegetation.
3. Embankment should be constructed with fill material free from vegetation and oversized stone. Embankment should be compacted with a maximum height of 5 feet above the surrounding ground.
4. Temporary seed and mulch any area of the trap that will not be submerged.
5. Temporary diversions should direct runoff to trap.
6. Rock used for outlet should be 1 foot thick and placed overtop a geotextile. Rock used for outlet should be between Type C and Type D.
7. Accumulated sediment should be removed when it has filled one half of the traps original depth.
8. The trap shall be removed and permanently seeded upon drainage area stabilization.

**SEDIMENT TRAP**  
SCALE: NONE

See Sheets 21&22 for additional details.

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4900 Fax: 614.775.4900  
M C M X X V I

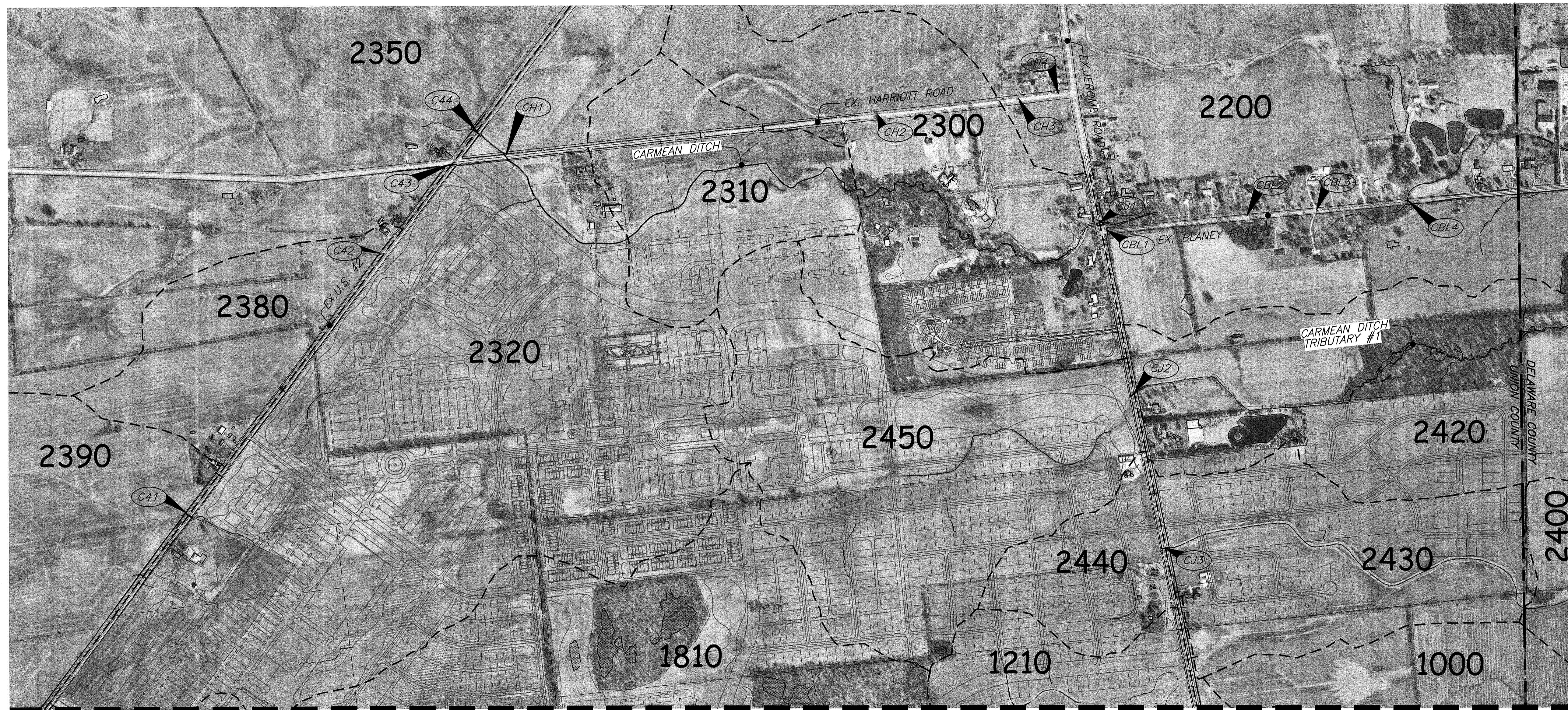
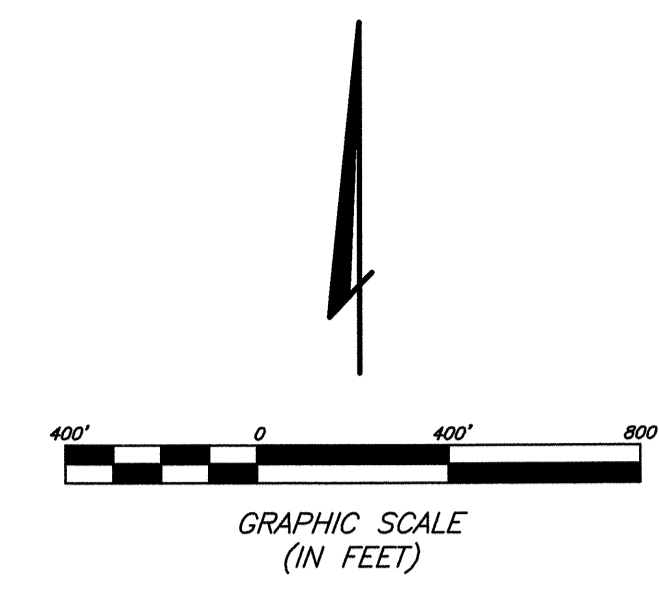
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
720 E. Broad Street, Suite 200  
Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
EROSION AND SEDIMENTATION CONTROL DETAILS

Date	January 3, 2008	Job No.	2006-1643
Scale	None	Sheet	23/27





EXISTING CULVERT TABLE		
NAME	SIZE	STATION
C41	30"	358+28
C42	24"	380+53
C43	24"	388+45
C44	30"	391+30
CBL1	12"	0.008
* CBL2	28"	0.170
CBL3	12"	0.230
* CBL4	20"	0.398
CH1	36"	2.469
CH2	24"	2.922
CH3	15"	3.314
CH4	12"	3.205
* CJ1	14'	3.212
CJ2	36"	2.989
CJ3	18"	2.781

\* Bridges (Depth Unknown)

SEE CONTINUATION, SHEET 25

SEE CONTINUATION, SHEET 25

**LEGEND**

	Existing Culvert
	Watershed Boundary
<b>2440</b>	Watershed Subarea
	Stream/Drainage Way
	Ex. Tree Row
	Ex. Pond/Wetland

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43254  
Phone: 614.775.4500 Fax: 614.775.4800  
M C M X X V I

PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
720 E. Broad Street, Suite 200  
Columbus, Ohio 43215

**JEROME VILLAGE**

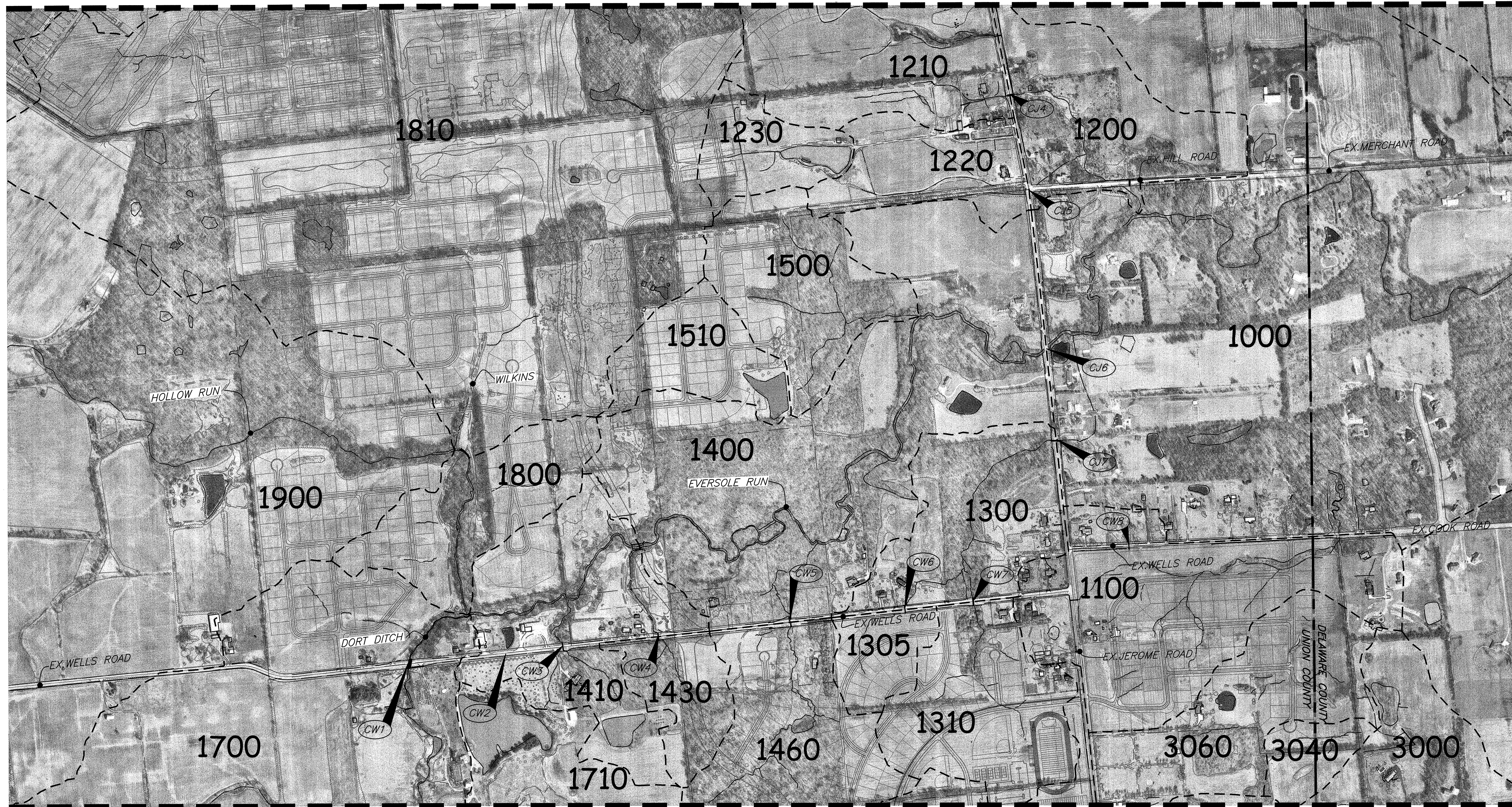
COUNTY OF UNION, OHIO  
PRELIMINARY PLAT  
FOR  
**JEROME VILLAGE**  
STORMWATER MASTER PLAN

Date	Job No.
January 3, 2008	2006-1643
Scale	Sheet
1"=400'	<b>24/27</b>



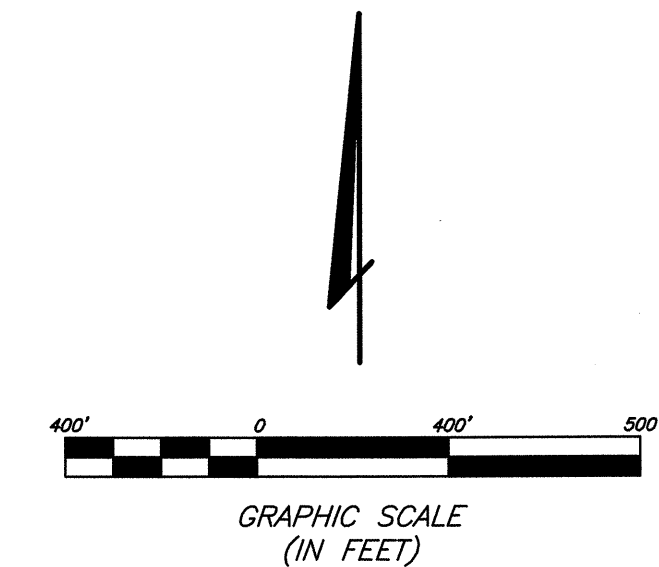
SEE CONTINUATION, SHEET 24

SEE CONTINUATION, SHEET 24



SEE CONTINUATION, SHEET 26

SEE CONTINUATION, SHEET 26



EXISTING CULVERT TABLE		
NAME	SIZE	STATION
CJ4	70"	2.472
CJ5	18"	2.338
* CJ6	36"X38.5'	2.115
CJ7	36"	1.991
CW1	42"	1.430
CW2	12"	1.572
CW3	18"	1.652
CW4	24"	1.783
CW5	21"	1.967
CW6	15"	2.215
CW7	54"	2.221
CW8	12"	2.439

\* Bridges (Depth Unknown)

LEGEND	
	Existing Culvert
	Watershed Boundary
	Watershed Subarea
	Stream/Drainage Way
	Ex. Tree Row
	Ex. Pond/Wetland

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4200 Fax: 614.775.8020  
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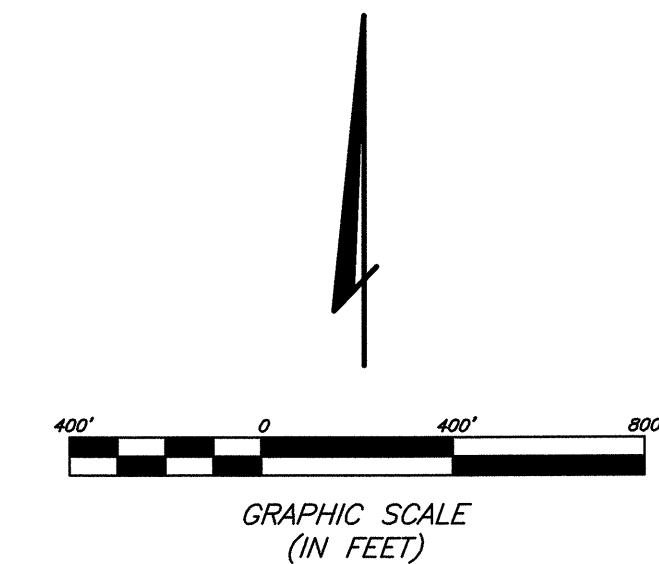
PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

# JEROME VILLAGE

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 STORMWATER MASTER PLAN

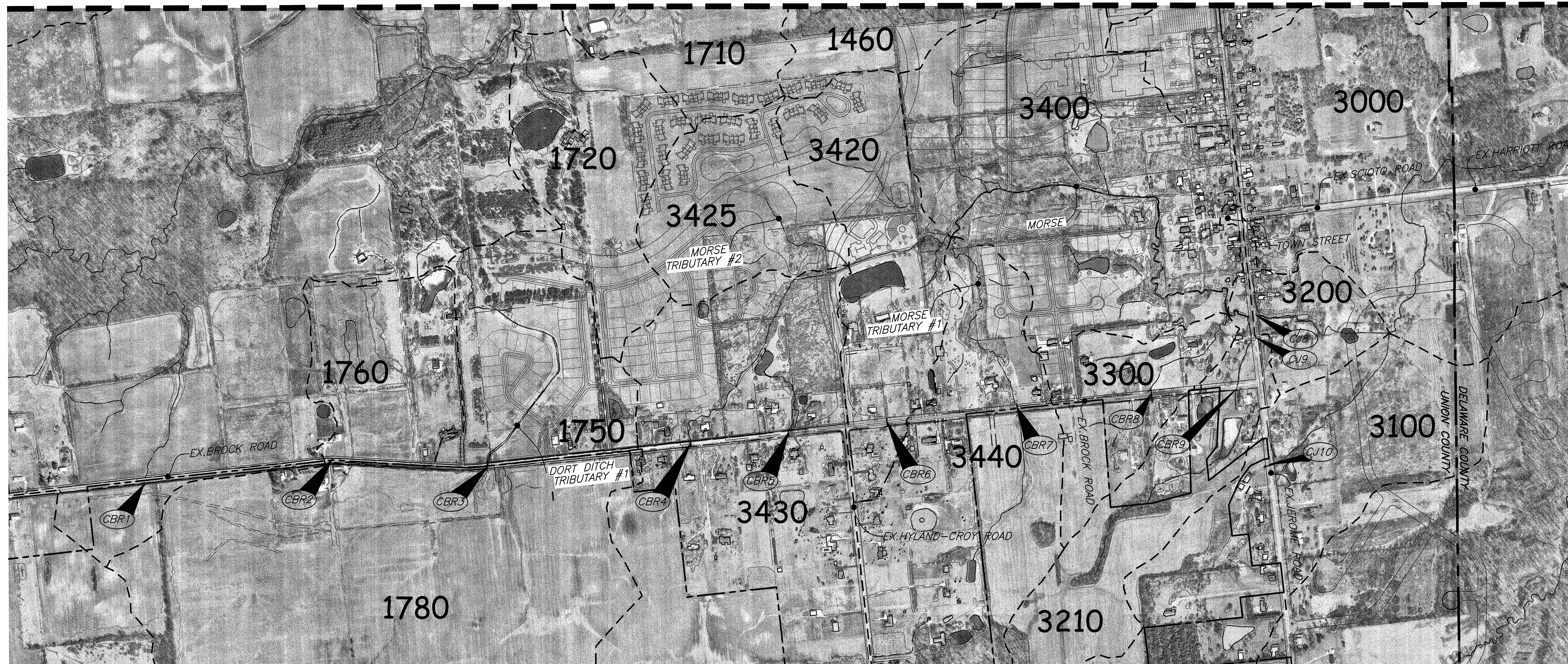
Date	January 3, 2008	Job No.	2006-1643
Scale	1"=400'	Sheet	<b>25/27</b>





SEE CONTINUATION, SHEET 25

SEE CONTINUATION, SHEET 25



EXISTING CULVERT TABLE		
NAME	SIZE	STATION
CBR1	12"	1.304
CBR2	12"	1.563
CBR3	48"	2.015
CBR4	30"	2.285
CBR5	12"	2.546
CBR6	15"	2.415
CBR7	24"	2.719
CBR8	18"	2.892
CBR9	15"	3.011
- CJ8	84"	1.088
CJ9	18"	1.057
CJ10	48"	0.891

- To be replaced in 2007.

**LEGEND**

	Existing Culvert
	Watershed Boundary
	Stream/Drainage Way
	Ex. Tree Row
	Ex. Pond/Wetland

REVISIONS		
MARK	DATE	DESCRIPTION

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.4800  
 M C M X X V I

PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215

**JEROME VILLAGE**

COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 STORMWATER MASTER PLAN

Date	January 3, 2008	Job No.	2006-1643
Scale	1"=400'	Sheet	<b>26/27</b>



Watershed Characteristics																			
SUB AREA	Area (Acre)	RCN	TC (hr)	1 Yr. Peak Flow (cfs)	cfs/acre	2 Yr. Peak Flow (cfs)	cfs/acre	5 Yr. Peak Flow (cfs)	cfs/acre	10 Yr. Peak Flow (cfs)	cfs/acre	25 Yr. Peak Flow (cfs)	cfs/acre	50 Yr. Peak Flow (cfs)	cfs/acre	100 Yr. Peak Flow (cfs)	cfs/acre	1 Yr. Hyd. Vol. (ac-ft)	ac-ft/acre
1000	448.45	74	2.05	47.28	0.105	86.85	0.194	144.55	0.322	195.47	0.436	279.94	0.624	358.92	0.800	445.52	0.993	16.153	0.0360
1100	59.07	79	0.54	26.87	0.455	44.00	0.745	67.10	1.136	85.56	1.465	117.72	1.993	146.14	2.474	176.073	2.992	3.075	0.0521
1200	35.62	76	0.44	13.97	0.392	24.49	0.688	39.45	1.108	52.12	1.463	72.58	2.038	91.43	2.567	111.88	3.141	1.496	0.0420
1210	52.12	78	0.51	22.30	0.428	37.50	0.719	58.36	1.120	75.83	1.455	103.79	1.991	129.35	2.482	156.93	3.011	2.530	0.0485
1220	20.41	78	0.32	11.72	0.574	19.49	0.955	30.00	1.470	38.77	1.899	52.75	2.584	65.50	3.209	79.22	3.881	0.991	0.0486
1230	14.32	81	0.32	10.56	0.737	16.50	1.152	24.35	1.700	30.80	2.150	40.94	2.858	50.08	3.496	59.85	4.178	0.853	0.0595
1300	32.73	75	0.49	10.61	0.324	19.45	0.594	31.84	0.973	42.39	1.295	59.49	1.817	75.48	2.306	93.02	2.842	1.285	0.0393
1305	9.89	78	0.50	4.38	0.443	7.37	0.746	11.44	1.157	14.85	1.502	20.30	2.054	25.28	2.557	30.65	3.101	0.480	0.0486
1310	33.40	77	0.60	11.69	0.350	20.31	0.608	32.23	0.965	42.28	1.266	58.46	1.751	73.31	2.195	89.39	2.677	1.510	0.0452
1400	116.70	73	1.03	18.02	0.154	34.66	0.297	59.33	0.508	81.26	0.696	117.48	1.007	151.40	1.297	188.66	1.617	3.879	0.0332
1410	46.02	76	0.53	15.88	0.345	28.02	0.609	45.02	0.978	59.59	1.295	83.15	1.807	104.87	2.279	128.45	2.791	1.933	0.0420
1430	13.48	73	0.42	3.89	0.289	7.55	0.560	12.89	0.956	17.49	1.298	25.02	1.856	32.04	2.377	39.72	2.947	0.448	0.0332
1460	43.40	74	0.49	12.59	0.290	23.77	0.548	39.74	0.916	53.42	1.231	75.72	1.745	96.49	2.223	119.50	2.753	1.563	0.0360
1500	30.75	73	0.56	7.27	0.236	14.26	0.464	24.42	0.794	33.18	1.079	47.53	1.546	60.91	1.981	75.56	2.457	1.022	0.0332
1510	18.00	78	0.84	5.46	0.303	9.20	0.511	14.33	0.0796	18.68	1.038	25.65	1.425	32.04	1.780	38.94	2.164	0.874	0.0486
1700	405.36	76	1.25	75.05	0.185	133.52	0.329	216.31	0.0534	287.29	0.709	402.59	0.993	509.22	1.256	625.25	1.542	17.024	0.0420
1710	36.75	80	0.70	15.13	0.412	24.37	0.663	36.96	1.006	47.42	1.290	64.03	1.742	79.13	2.153	95.36	2.595	2.048	0.0557
1720	38.67	78	0.71	13.20	0.341	22.25	0.575	34.87	0.902	45.46	1.176	62.45	1.615	78.01	2.017	94.83	2.452	1.878	0.0486
1750	37.63	77	0.71	11.70	0.311	20.15	0.535	32.08	0.852	42.18	1.121	58.46	1.554	73.44	1.952	89.67	2.383	1.701	0.0452
1760	28.90	78	0.72	9.79	0.339	16.55	0.573	25.90	0.896	33.79	1.169	46.44	1.607	58.03	2.008	70.56	2.441	1.403	0.0485
1780	131.09	78	1.50	25.85	0.197	43.73	0.334	68.74	0.524	89.82	0.685	123.69	0.944	154.78	1.181	188.43	1.437	6.365	0.0486
1800	27.58	75	0.84	6.15	0.223	11.27	0.409	18.52	0.672	24.70	0.896	34.87	1.264	44.31	1.607	54.59	1.979	1.074	0.0389
1810	330.56	77	3.49	31.68	0.096	53.74	0.163	84.71	0.256	111.02	0.336	154.04	0.466	194.32	0.588	238.19	0.721	14.941	0.0452
1900	288.96	76	2.34	33.75	0.117	59.08	0.204	95.45	0.330	126.66	0.438	177.49	0.614	224.58	0.777	275.87	0.955	12.135	0.0420
1920	248.30	79	1.25	61.43	0.247	101.78	0.410	157.02	0.632	203.33	0.819	277.36	1.117	345.00	1.389	417.97	1.683	12.927	0.0521
1930	516.85	79	3.63	57.27	0.111	93.45	0.181	143.07	0.277	184.68	0.357	252.79	0.489	315.57	0.611	383.55	0.742	26.908	0.0521
1940	81.01	78	2.50	10.84	0.134	18.16	0.224	28.30	0.349	36.86	0.455	50.94	0.629	63.91	0.789	77.97	0.962	3.933	0.0485
1960	216.30	78	2.39	27.59	0.128	46.87	0.217	74.64	0.345	98.33	0.455	136.65	0.632	172.02	0.795	210.45	0.973	9.777	0.0452
2000	1965.47	77	6.78	127.61	0.065	207.35	0.105	317.84	0.162	413.80	0.211	569.17	0.290	712.64	0.363	868.69	0.442	95.427	0.0486
2200	365.50	78	3.36	39.43	0.108	65.55	0.179	101.83	0.279	132.45	0.362	182.93	0.500	229.52	0.628	280.10	0.766	17.745	0.0486
2300	101.24	78	1.16	24.21	0.239	40.80	0.403	63.75	0.630	83.03	0.820	113.93	1.125	142.67	1.409	173.78	1.717	4.915	0.0485
2310	47.07	78	0.78	15.00	0.319	25.34	0.538	39.45	0.838	51.33	1.091	70.52	1.498	88.11	1.872	107.12	2.276	2.285	0.0485
2320	252.58	79	5.17	21.69	0.086	34.94	0.138	53.23	0.211	68.93	0.273	94.19	0.373	117.41	0.465	142.56	0.564	13.150	0.0521
2350	344.00	79	4.09	35.68	0.104	58.34	0.170	89.50	0.260	115.68	0.336	157.66	0.458	196.12	0.570	237.80	0.691	17.909	0.0521
2380	37.89	79	0.97	11.38	0.300	18.74	0.495	28.71	0.758	37.10	0.979	50.59	1.335	62.95	1.661	76.28	2.013	1.973	0.0521
2390	72.71	79	1.70	14.25	0.196	23.56	0.324	36.41	0.501	47.16	0.649	64.37	0.885	80.10	1.102	97.08	1.335	3.785	0.0521
2400	174.25	76	1.17	33.92	0.195	60.55	0.347	98.02	0.563	129.90	0.745	181.51	1.042	229.16	1.315	280.97	1.612	7.318	0.0420
2420	94.57	77	0.82	26.58	0.281	45.89	0.485	72.71	0.769	95.64	1.011	132.85	1.405	167.11	1.767	204.28	2.160	4.275	0.0452
2430	61.54	78	0.77	19.91	0.324	33.59	0.546	52.48	0.853	68.41	1.112	93.94	1.527	117.34	1.907	142.62	2.318	2.987	0.0485
2440	22.68	79	0.47	11.24	0.496	18.39	0.811	28.17	1.242	36.38	1.604	49.48	2.182	61.42	2.708	74.27	3.275	1.181	0.0521
2450	105.71	78	1.53	20.46	0.194	34.77	0.329	54.54	0.516	71.18	0.673	97.92	0.926	122.44	1.158	148.98	1.409	5.133	0.0486
3000	184.87	76	1.47	30.53	0.165	53.76	0.291	86.75	0.469	114.92	0.622	161.46	0.873	204.56	1.107	251.50	1.360	7.764	0.0420
3010	13.83	80	1.14	4.00	0.289	6.51	0.471	9.88	0.714	12.68	0.917	17.13	1.239	21.18	1.531	25.54	1.847	0.771	0.0557
3040	7.83	77	1.14	3.96	0.505	6.80	0.868	10.68	1.363	13.94	1.779	19.16	2.445	23.95	3.057	29.12	3.717	0.354	0.0452
3060	38.10	77	0.85	10.41	0.273	18.03	0.473	28.56	0.750	37.45	0.983	51.92	1.363	65.36	1.715	79.95	2.098	1.722	0.0452
3100	91.59	78	1.08	23.08	0.252	38.87	0.424	60.98	0.666	79.56	0.869	109.38	1.194	136.73	1.493	166.30	1.816	4.446	0.0485
3200	14.11	83	0.26	13.35	0.946	20.17	1.429	29.06	2.059	36.28	2.571	47.55	3.369	57.64	4.084	68.38	4.845	0.957	0.0678
3210	39.00	79	0.66	15.33	0.393	25.35	0.650	38.91	0.998	50.22	1.288	68.23	1.750	84.65	2.171	102.39	2.626	2.030	0.0521
3300	23.71	78	0.60	9.14	0.386	15.50	0.654	24.18	1.020	31.45	1.327	43.10	1.818	53.76	2.268	65.27	2.753	1.151	0.0486
3400	92.46	75	1.06	17.42	0.188	31.90	0.345	52.48	0.568	70.20	0.759	99.16	1.072	126.02	1.363	155.33	1.680	3.600	0.0389
3420	44.00	78	0.61	16.76	0.381	28.13	0.639	43.72	0.994	56.93	1.294	78.09	1.775	97.46	2.215	118.38	2.691	2.136	0.0485
3425	30.12	76	0.55	10.19	0.338	18.05	0.599	28.96	0.962	38.19	1.268	53.07	1.762	66.78	2.217	81.76	2.715	1.255	0.0417
3430	105.08	77	1.38	20.04	0.191	34.57	0.329	54.84	0.522	72.35	0.689	100.64	0.958	126.72	1.206	155.04	1.475	4.749	0.0452
3440	70.44	77	1.01	16.89	0.240	29.33	0.416	46.57	0.661	61.18	0.869	84.47	1.199	106.67	1.514	130.31	1.850	3.184	0.0452

REVISIONS		
MARK	DATE	DESCRIPTION



PREPARED FOR:  
**JEROME VILLAGE COMPANY, LLC**  
 720 E. Broad Street, Suite 200  
 Columbus, Ohio 43215



COUNTY OF UNION, OHIO  
 PRELIMINARY PLAT  
 FOR  
**JEROME VILLAGE**  
 STORMWATER MASTER PLAN

Date	January 3, 2008	Job No.	2006-1643
Scale	None	Sheet	<b>27/27</b>

TRANSFER NOT  
NECESSARY  
*Mary H Snider*  
MARY H. SNIDER, Auditor  
*Ok Bruce*

*2-24-10*

TERESA L. MARKHAM  
RECORDER, UNION CO., OHIO

2010 FEB 26 PM 3:30  
532.°

366051

DECLARATION  
OF  
COVENANTS, RESTRICTIONS AND AGREEMENTS  
FOR  
JEROME VILLAGE COMMUNITY AUTHORITY  
IN THE  
COUNTY OF UNION, OHIO

OR 859 PG 275



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## DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

## FOR JEROME VILLAGE COMMUNITY AUTHORITY

## IN THE COUNTY OF UNION, OHIO

This DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY IN THE COUNTY OF UNION, OHIO (this Declaration”), is made on this 17<sup>th</sup> day of February, 2010, by Jerome Village Company, LLC, an Ohio limited liability company (the “Initial Private Developer”). The following are signing this Declaration not as a Developer but solely as the current Owners of parcels that constitute part of the Initial Property for which the Initial Private Developer holds a right of first refusal or an option or a contract to purchase: Jerome United Methodist Church, Inc.; J.A.S. Limited Partnership; John R. Andrews, Trustee of the John R. Andrews Living Trust; George Edward Andrews and Rebecca J. Andrews; William Henry Andrews; Jon E. Hjelm and Kathy K. Hjelm; William H. Marx, Jr., and Christine S. Marx; Scott E. Sonnenberg and Jennifer L. Sonnenberg; Barbara Wilcox, Trustee of the Charles Wilcox Trust; Patricia E. Williams; and Peggy W. Yerke (collectively, the “Initial Owners”).

The Initial Private Developer owns or controls, including by a right of first refusal or an option or a contract to purchase, the Initial Property. From time to time, Additional Property may be subjected to this Declaration as provided herein. The Initial Private Developer and the Initial Owners make this Declaration for the purposes hereinafter set forth.

The Developers and the Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration) hereby declare that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions, which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefor, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

## ARTICLE I

## PURPOSE AND INTENT

The Property is a New Community District, formed in accordance with Chapter 349, and in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Developers and the Owners (including, but not limited to, the Initial Owners) shall be bound by



the terms of this Declaration. The Initial Private Developer initiated proceedings for the organization of a New Community Authority and the creation of the New Community District in accordance with Chapter 349 for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community through the implementation of a New Community Development Program. The Initial Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349, and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge (including the Income Charge, if any) by each Owner and Resident of a Chargeable Parcel, as well as by receipts from the Community Fee and the Utility Access/Community Fee.

In order to provide for the New Community District, the implementation of the Community Authority's New Community Development Program and the establishment and payment of the Community Development Charge, the Community Fee and the Utility Access/Community Fee, this Declaration is for the purpose of creating covenants running with the land, pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of the Owner of each Chargeable Parcel to pay the Community Development Charge (including the obligation of any Resident to pay the Income Charge, if any) as well as the obligation of the Owner of a Development Parcel within the initial boundaries of the New Community District to pay the Community Fee applicable thereto and the obligation of the Owner of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities to pay the Utility Access/Community Fee applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

## ARTICLE II

### DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean, respectively:

2.01. Additional Private Developers. "Additional Private Developers" means one or more persons or entities (and its or their respective successors in interest), other than the Initial Private Developer, that the Community Authority determines to permit to become a party to this Declaration as an Additional Private Developer (by means of supplemental Declaration); provided that no Additional Private Developer may become a party to this Declaration without the consent of the Initial Private Developer so long as it owns or controls any of the Property. A person or entity shall be deemed a successor in interest of an Additional Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of an Additional Private Developer under this Declaration and/or under a supplemental Declaration

and shall be deemed a successor in interest of such Additional Private Developer only as to the particular rights or interests of that Additional Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.02. Additional Property. "Additional Property" means such other real estate as may be subjected to this Declaration pursuant to Article III hereof.

2.03. Adjusted Gross Income. "Adjusted Gross Income" means:

(a) the sum of:

(i) adjusted gross income as that term is defined in the Internal Revenue Code of 1986, as amended;

(ii) interest and dividends on obligations or securities of any state or of any political subdivision or authority thereof, other than the State of Ohio and its subdivisions and authorities; and

(iii) interest and dividends on obligations of any authority, commission, instrumentality, territory or possession of the United States as may be exempt from federal income taxes but not from state income taxes;

(b) less the sum of:

(i) interest and dividends on obligations of the United States and its territories and possessions or of any authority, commission or instrumentality of the United States to the extent includable in gross income for federal income tax purposes but exempt from state income taxes under the laws of the United States;

(ii) Profits (to the extent of the Resident's share thereof in the case of an S Corporation, as defined in the Internal Revenue Code of 1986, as amended, a partnership or other joint venture) from a Place of Business on the Property;

(iii) disability and survivor's benefits;

(iv) amounts of net income arising from transactions, activities and sources in the regular course of a trade or business, including income from tangible and intangible property if the acquisition, rental, management and disposition of the property constitute integral parts of the regular course of a trade or business operation, upon which amounts an income tax or tax measured by income is imposed by the District of Columbia or by any state except the State of Ohio; and

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(v) net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by act of the General Assembly of the State of Ohio.

2.04. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being levied, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate prepared by the Auditor for the most recent tax year for which that information is publicly available and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including, but not limited to, reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05 hereof. If by reason of any change of law, rate or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less or more than thirty-five percent (35%) of the true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall mean the assessed valuation shown on the tax duplicate adjusted to equal thirty-five percent (35%) of the true value. If the assessed valuation listed on the tax duplicate for the most recent tax year for which that information is publicly available does not reflect the completed value of any structure(s) on a Chargeable Parcel, then the "Assessed Valuation" shall be determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under this subsection (a).

(b) If the Auditor and all officials authorized by Ohio law to assess real estate in the County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor for the most recent tax year for which that information is publicly available for a Chargeable Parcel or if there is no longer a tax duplicate, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board, equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

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2.05. Assessed Valuation Charge. "Assessed Valuation Charge" means the charge established in Article V hereof, including all penalties and interest pertaining to any unpaid amount.

2.06. Auditor. "Auditor" means the auditor of the County.

2.07. Board. "Board" means the Board of Trustees of the Community Authority.

2.08. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code, as enacted and amended from time to time.

2.09. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.10. Chargeable Property. "Chargeable Property" means all Development Parcels together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements owned by the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio that are exempt from real estate taxation under Ohio law;

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law, provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) any Development Parcels for which (i) no certificate of occupancy has been issued or is eligible to be issued for a new structure on that Parcel; or (ii) any new structure thereon is not substantially completed as determined by the Board.

2.11. Community Authority. "Community Authority" means the Jerome Village Community Authority, a body corporate and politic, established for the New Community District pursuant to Chapter 349.

2.12. Community Development Charge. "Community Development Charge" means, collectively, the charges established in Articles IV, V and VI hereof, including all applicable penalties and interest pertaining to any unpaid amount.

2.13. Community Facilities. "Community Facilities" has the meaning given in Section 349.01 of the Ohio Revised Code; provided, however, that all Community Facilities provided through or under, or the operation and maintenance of which are supported from the Community



Development Charge, shall be consistent with the Petition and any applicable agreements between Union County, Ohio, and the Developer.

2.14. Community Fee. "Community Fee" means the fee established in Article IX hereof.

2.15. County. "County" means the county in which a Parcel is located.

2.16. Declaration. "Declaration" means this Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio, as of the date set forth above, as the same may be amended or supplemented from time to time in the manner prescribed in Articles III or XII hereof.

2.17. Developer. "Developer" means the Initial Private Developer or any Additional Private Developer, and "Developers" means, collectively, the Initial Private Developer and any Additional Private Developers.

2.18. Development Parcel. "Development Parcel" means any Parcel for which a final subdivision plat or lot split creating additional tax parcels has been filed from and after the Effective Date; provided, however, that the Board may determine, in its sole discretion, that the Parcels resulting from the split of any Parcel in existence on the Effective Date into three (3) or fewer Parcels shall not constitute a Development Parcel.

2.19. Development Period. "Development Period" for any portion of the Property means the period commencing on the date on which this Declaration is Recorded and ending on the date the Developer of such Property has transferred such Property to other Owners (other than to another Developer).

2.20. Effective Date. "Effective Date" has the meaning given in Section 11.01 hereof.

2.21. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VII hereof.

2.22. Income. "Income" means, with respect to a Resident who has a Place of Residence on the Property, Adjusted Gross Income, and with respect to a Resident who maintains a Place of Business on the Property, Profits, with the calculation of each subject to adjustment as provided in Section 7.03. A person or entity shall not be deemed to be maintaining a Place of Business on the Property because a partnership in which he is a partner or an S Corporation (as defined by the Internal Revenue Code of 1986, as amended) of which he is a shareholder is maintaining a Place of Business on the Property.

2.23. Income Charge. "Income Charge" means the charge established in Article VI hereof.

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2.24. Income Charge Administrator. "Income Charge Administrator" means any person designated by the Community Authority to administer or enforce the provisions of the Income Charge, or its designee.

2.25. Income Charge Year. "Income Charge Year" means, for each Resident, such Resident's taxable year for federal income tax purposes.

2.26. Initial Private Developer. "Initial Private Developer" is defined in the preamble, but the defined term includes the Initial Private Developer's successors in interest. A person or entity shall be deemed a successor in interest of the Initial Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of the Initial Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Initial Private Developer only as to the particular rights or interests of the Initial Private Developer under the Petition, this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.27. Initial Property. "Initial Property" means the real estate as described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by reference.

2.28. Jerome Township. "Jerome Township" means Jerome Township, Union County, Ohio.

2.29. Jerome Village Fire Safety Contribution. The "Jerome Village Fire Safety Contribution" means the Initial Private Developer (i) donating to Jerome Township a site and constructing thereon for the benefit of Jerome Township a Township Fire Station facility, including space for a police substation and administrative offices as well as related parking and site amenities, and (ii) either equipping or providing funds to Jerome Township to equip the Jerome Village Fire Station to the specifications and requirements of the Jerome Village Fire Department; provided that the maximum amount of the Jerome Village Fire Safety Contribution, excluding the value of the land donated for the site but including all other design, engineering, architectural, development, construction and acquisition costs, is \$5,500,000.

2.30. Jerome Village General Township Contribution. The "Jerome Village General Township Contribution" means (i) an initial \$250,000 cash contribution to Jerome Township at the time of receipt of all required governmental approvals for the first final plat for the New Community District, and thereafter (ii) on a yearly basis, on each anniversary of the initial contribution, a \$100,000 cash contribution to Jerome Township for the next ten (10) years, (iii) a \$227.27 cash contribution to Jerome Township at the time of issuance of each residential building permit for the New Community District, up to a maximum amount of \$500,000, and (iv) a final \$400,000 cash contribution to Jerome Township on the eleventh (11th) anniversary of the initial \$250,000 payment, for a total maximum contribution of \$2,150,000, all to be made by the Initial Private Developer; provided, however, that in the event the Initial Private Developer, at the request of the Township, provides land, buildings or other facilities to the Township (other than as part of the Jerome Village Fire Safety Contribution), the Initial Private Developer shall receive a dollar-for-dollar offset of the abovementioned cash contributions.

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2.31. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Ohio Revised Code, rounded to the nearest whole number percent, plus three percent (3%).

2.32. New Community District. "New Community District" means the New Community District for the Jerome Village Community Authority created pursuant to Chapter 349.

2.33. Ohio Revised Code. Reference to any Section of the Ohio Revised Code means that Section of the Ohio Revised Code as enacted and amended from time to time.

2.34. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, and includes (but is not limited to) the Initial Owners, but shall not include the Community Authority.

2.35. Parcel. "Parcel" means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor or on the records of any other official authorized by Ohio law to assess real estate in the County. Should each unit of a condominium not have a separate listing on the tax duplicate as provided above, then until such time, each condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel."

2.36. Petition. "Petition" means the Petition for Organization of a New Community Authority relating to the New Community District.

2.37. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) conducts a professional, commercial (including retail) or industrial activity or any other activity permitted by law. A contractor who is an Owner or Tenant shall have a Place of Business at each of his or her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.38. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever such person is absent, such person has the intention of returning. A person shall not be considered to have lost such person's Place of Residence by leaving it temporarily with the intention of returning.

2.39. Profits. "Profits" means Profits as defined in Exhibit C attached hereto and incorporated herein by reference.

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2.40. Property. "Property" means, collectively, the Initial Property and any Additional Property, the Initial Property being all of the Property unless and until any other real estate is added or removed by supplemental Declaration.

2.41. Recorded. "Recorded" means filed for record in the office of the Recorder of the County or in such other office as may be provided by law for the recordation of instruments conveying lands in the County.

2.42. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.43. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.44. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board to receive service of process.

2.45. Tenant. "Tenant" means any person or entity (i) occupying all or a portion of any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (ii) by permission of the Owner or with any other person or entity claiming under the Owner, or (iii) under a tenancy at will or sufferance.

2.46. Terms Defined in Chapter 349. The terms "Land Acquisition", "Land Development," "New Community," "New Community Authority," "New Community Development Program" and "New Community District" have the meanings given in Section 349.01 of the Ohio Revised Code provided, however, that all Land Acquisition or Land Development provided through or under, or the operation and maintenance of which are supported from the Community Development Charge, shall be consistent with the Petition, this Declaration and any applicable agreements between Union County, Ohio, and the Developer.

2.47. Utility Access/Community Fee. "Utility Access/Community Fee" means the fee established in Article X hereof.

ARTICLE III

EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by recording a supplemental Declaration substantially in the form of Exhibit D attached hereto and incorporated herein by reference describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners of the Property or compliance with the provisions of Article XII hereof but shall be made with the consent of the Initial Private Developer (so long as it owns

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or controls any of the Property) and the Community Authority. Any such expansion shall be effective upon such supplemental Declaration being Recorded, unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All Owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as this Declaration is in effect.

#### ARTICLE IV

#### COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

4.01. Community Development Charge Covenant. The Developers and the other Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration), as the original Owners of their respective Parcels, hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in this Article IV and in Articles V and VI hereof. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Ohio Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of Land Acquisition, the development, construction, operation and maintenance of land, Land Development and Community Facilities, the debt service therefor and any other cost incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including, without limitation, the reimbursement of loans, advances or expenditures made to or by the Developer for such purposes) and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge, Community Fee and Utility Access/Community Fee. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, all to the extent and for the period provided in Articles V and VI hereof. The Community Fee and Utility Access/Community Fee shall be a charge and lien on each Development Parcel, and each shall also be the personal obligation of the Owner of each Development Parcel, all to the extent and for the period provided in Articles IX and X hereof.

4.04. Enforcement of Lien and Collection of Community Development Charge, Community Fee and Utility Access/Community Fee. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property

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mortgage under the laws of the State of Ohio and personally against each Owner to the extent authorized under Sections 5.06, 6.17, 9.01 and 10.01. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorneys' fees. In any foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

## ARTICLE V

### ASSESSED VALUATION CHARGE

5.01. Establishment of Assessed Valuation Charge. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed Valuation of such Chargeable Parcel (the "Assessed Valuation Charge"), which may be expressed as a number of mills (one mill equals 1/10 of 1%), as determined in accordance with Section 5.02 hereof, multiplied by each dollar of the Assessed Valuation thereof. Such Assessed Valuation Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article V.

5.02. Amount of Assessed Valuation Charge. Subject to waiver, reduction, increase or termination of the Assessed Valuation Charge as provided in Sections 7.03 and 7.04 hereof, the amount of the annual Assessed Valuation Charge for each Chargeable Parcel shall be the product of (i) the Assessed Valuation for such Chargeable Parcel, multiplied by (ii) .0095 (i.e., 9.5 mills).

5.03. Payment. The annual Assessed Valuation Charge for each Chargeable Parcel shall be due and payable on the date or dates determined by the Board, provided that the Assessed Valuation Charge may not be collected more than semiannually. However, if Chapter 349 shall hereafter be amended to allow the payment of the Assessed Valuation Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly. If the Board determines to certify the annual Assessed Valuation Charge for a Chargeable Parcel to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof for any year, the entire Assessed Valuation Charge for that Chargeable Parcel will be deemed due for purposes of Section 349.07 of the Ohio Revised Code on August 1 of the preceding year; provided that, if permitted by law, the Board may provide for or require such payment to be due on other dates so as to permit the certification of the Assessed Valuation Charge not paid when due to the Auditor and provided, further, that the Community Authority

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shall not be entitled to pursue the enforcement of payment of a Assessed Valuation Charge certified to the Auditor unless that Assessed Valuation Charge has not been paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Assessed Valuation Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Assessed Valuation Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Assessed Valuation Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Assessed Valuation Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Assessed Valuation Charge: (i) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03 hereof, or (ii) if such Assessed Valuation Charge was certified to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof and is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code, there shall be added to the installment (a) a penalty of ten percent (10%) thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Ohio Revised Code), provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Ohio Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months, and (C) the penalty until paid at the greater of (1) the Late Payment Rate or (2) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (c) any costs of the Community Authority incurred in connection with the enforcement of the Assessed Valuation Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Assessed Valuation Charge. To the extent any of such penalties, interest and costs owing with respect to a Assessed Valuation Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Assessed Valuation Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Ohio Revised Code with respect to a

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delinquent Assessed Valuation Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.03 hereof) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Ohio Revised Code, upon application of the Owner to the Board the Assessed Valuation shall be reduced in the same amount, and the Assessed Valuation Charge for such year shall be proportionately reduced. If any installment of such Assessed Valuation Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall only be and remain personally obligated for the payment of the Assessed Valuation Charge with respect to that Owner's Chargeable Parcel, including any penalties and interest thereon and costs of collection as provided herein, which is attributable to that Owner's period of ownership.

5.07. Assessed Valuation Charge Lien. The Assessed Valuation Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Assessed Valuation Charge on any Chargeable Parcel is not paid within the period provided in Section 5.03 hereof, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Assessed Valuation Charge with respect thereto for the current year and the amount of any unpaid Assessed Valuation Charge, including any penalty and interest for the current or any previous year. Absent the existence of any Recorded evidence of unpaid Assessed Valuation Charges, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

ARTICLE VI  
INCOME CHARGE

6.01. Establishment of Income Charge. There may be established, for the benefit of the Community Authority as a charge on each Chargeable Parcel, an annual Income Charge upon the Income of all Residents of such Chargeable Parcel in the maximum amount of two percent (2%) of that annual Income of those Residents. On and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may implement up to one percent (1%) of the Income Charge by the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting; any Income Charge in excess of one percent (1%) may only be implemented by (a) the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting and (b) as specified in the Board resolution approving the Income Charge in excess of one percent (1%), either (i) the written consent of not less than a majority of the number of Owners of all Parcels replying to the Authority's solicitation for consent to the increased Income Charge, or (ii) the approval of a majority of electors with a Place of Residence in the New Community District and voting on the question at an election. The Board may, by resolution, approve credits against or exemptions from the Income Charge to the same extent an Ohio municipality may provide credits against or exemptions from an income tax it levies.

6.02. Income Charge with Respect to Fiscal Year Taxpayers. If, pursuant to Article VII hereof, the percentage stated in Section 6.01 hereof is reduced with respect to any calendar year, the percentage to be used in determining an Income Charge or any portion thereof attributable to the Income of a Resident who is on a fiscal year basis for federal income tax purposes shall be the sum of (i) the percentage applicable to such calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of the applicable Income Charge Year through December of such calendar year, and (ii) the percentage applicable to the following calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of such following calendar year to the end of the applicable Income Charge Year.

6.03. Proration of Income Charge. If, in any Income Charge Year, a Resident is a Resident for less than the full year, the Income Charge, or any portion thereof attributable to the Income of such Resident for such year, shall be determined by multiplying the Income Charge or respective portion thereof, which would have been payable if the Resident had been a Resident for the full year, by a fraction the denominator of which shall be the number of days in such year during which the Resident was alive, with respect to any Resident who is a natural person, or was in existence, with respect to any other Resident, and the numerator of which shall be the number of days in such year that the Resident was a Resident. If such proration does not reasonably reflect that portion of the Resident's income which was received while the Resident was a Resident, the Board may, upon the written request of the Resident or the Owner of the Chargeable Parcel to which the Income Charge relates and the presentation of supporting proof satisfactory to it, prorate the Income Charge or respective portion thereof attributable to the Income of such Resident in such other manner as may be equitable.

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6.04. Income Charge Estimate. Annually, each Resident who has received or expects to receive Income in his current Income Charge Year shall file with the Community Authority an Income Charge estimate, on a form provided by it, estimating the amount of Income Charge payable by such Resident in such year. If married Residents file a joint return for federal income tax purposes, they may file a joint Income Charge estimate. Except as otherwise provided in Section 6.05 hereof, the Income Charge estimate shall be filed on or before July 15 of each year, or in the case of a Resident whose Income Charge Year is a fiscal year, the estimate shall be filed on or before the fifteenth day of the seventh month of his Income Charge Year.

6.05. Partial Year Estimate. Each Resident who becomes a Resident within the first six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before July 15 thereof. Each Resident who becomes a Resident within the last six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before January 15 of the following Income Charge Year. In the case of a Resident whose Income Charge Year is a fiscal year, the dates July 15 and January 15 in the two preceding sentences shall be the fifteenth day of, respectively, the seventh month of his Income Charge Year and the first month after the end of such Income Charge Year.

6.06. Income Charge Return. Annually, commencing in the year following the year in which he becomes a Resident, each Resident shall file with the Community Authority an Income Charge return, on a form provided by it, stating the amount of the Resident's Income for the preceding year and the amount of Income Charge payable with respect thereto. Spouses who file a joint return for federal income tax purposes may file a joint Income Charge return.

Each Resident who is an Owner or Tenant shall, to the best of his knowledge, list on his return the name of each Tenant of such Resident during such year and the address or other identification of the Place of Residence or Place of Business leased by each such named Tenant.

Each Income Charge return shall be signed by the Resident or Residents filing the same. The Income Charge return with respect to any Income Charge Year shall be filed on or before April 15 of the following year, or in the case of a Resident whose Income Charge Year is a fiscal year, the Income Charge return or the information return with respect to any Income Charge Year shall be filed on or before the fifteenth day of the fourth month after the end of such Income Charge Year. The Board shall have the power to change the date of filing of such Income Charge returns and information returns.

6.07. Payment. One-half of the estimated Income Charge for each Income Charge Year shall be paid when the estimate for such year is filed, but in no event later than the date by which such estimate is required to be filed, and the balance of the estimated Income Charge shall be paid on or before six months after the date by which the estimate is required to be filed, except that in the case of a Resident who becomes a Resident in the last six months of any Income Charge Year, all of the estimated Income Charge shall be paid when the estimate for such year is

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filed, but in no event later than the date by which such estimate is required to be filed. If the total payments made pursuant to the Income Charge estimate for any Income Charge Year are less than the Income Charge due for such year, as shown by the Income Charge return therefor, the difference shall be paid on or before the date by which the return is required to be filed. If such total payments exceed the Income Charge due, as shown by the return, the difference shall be applied as a credit against the Income Charge for the following Income Charge Year or, if a Resident certifies that his Income Charge for the following year will be less than the amount of the difference, the difference less the amount of his expected Income Charge for the following year shall be refunded to him promptly by the Community Authority. No Resident shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Resident from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Income Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Income Charge installments with respect thereto directly to the lender.

6.08. Penalty and Interest. If any installment of an Income Charge is not paid by the date provided in Section 6.07 hereof for the payment thereof, there shall be added to the installment as of the due date of such installment (i) a penalty of ten percent (10%) thereof, provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, plus (ii) interest on the sum of (1) the amount of such installment, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Income Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Income Charge. To the extent any of such penalties, interest and costs owing with respect to an Income Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Income Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant

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to Section 323.31 of the Ohio Revised Code with respect to a delinquent Income Charge without the prior written consent of the Community Authority.

If the amount of Income Charge owed by a Resident in any Income Charge Year exceeds by more than twenty percent (20%) the figure listed on such Resident's Income Charge estimate for such year, there shall be added to the Income Charge a penalty of ten percent (10%) per annum on the difference between the Income Charge owed and one hundred and twenty percent (120%) of the figure listed on the estimate, plus interest at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower) on the sum of such difference and penalty. The interest shall be measured as to each installment of such Income Charge from the date on which such installment became due to the date of payment of such difference, penalty and interest. Notwithstanding the foregoing, such penalty and interest shall not be added if, in good faith, a Resident bases his Income Charge estimate upon his Income for the preceding Income Charge Year.

6.09. Income Charge Lien. The Income Charge established by Section 6.01 hereof, with respect to each Chargeable Parcel, together with any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment of the Income Charge on any Chargeable Parcel is not paid within the period provided in Section 6.07 hereof, the lien with respect to such delinquent installment shall be enforceable in the manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances, whenever perfected, on such Chargeable Parcel except real estate taxes and assessments and liens of the United States of America, the State of Ohio and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law. Such lien shall continue until paid or released as provided in this Article VI.

If a Resident who is required to file an estimate or a return hereunder fails to do so, or if the Community Authority has reason to believe that the amount of Income Charge is understated in any estimate or return, the Community Authority shall, for the purpose of bringing action to collect the Income Charge owed or for the purpose of releasing the lien, have the right to estimate the amount of Income Charge owed or, for the purpose of releasing the lien, have the right to estimate by any reasonable means the amount of Income Charge payable by any Resident.

6.10. Release of Lien in Event of Sale or Mortgage. In the event of sale or mortgaging of any Chargeable Parcel by the Owner, the Board shall have the authority to release the lien thereon attributable to the Income Charge for the current Income Charge Year. Such release shall be given only if such Owner (i) signs, causes his spouse (if any) to sign, and delivers to the Community Authority a written commitment form similar in form to the Income Charge commitment form provided in Section 6.11 hereof, (ii) causes each Resident of his Chargeable Parcel to sign and deliver to the Community Authority an Income Charge commitment form pursuant to Section 6.11 hereof, (iii) causes each Tenant of his Chargeable Parcel to sign and deliver to the Community Authority a Tenant's Income Charge commitment form as described in

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Section 6.14 hereof, and (iv) as to that portion of the Income Charge for which he and his spouse are personally obligated, makes such payments into an escrow account as the Board may reasonably require. Such release of lien shall not impair the personal obligation of such Owner to the Community Authority as provided in Section 6.17 hereof.

6.11. Release of Lien for Owners Without Tenants. To the extent that any portion of any Income Charge lien on a Chargeable Parcel is attributable to the Income of a Resident thereof (other than the Owner) who is not a Tenant, the Owner may obtain a release of such portion of the lien, by delivering to the Community Authority an Income Charge commitment form signed by such Resident. By such form, such Resident shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to file all Income Charge estimates and returns required to be filed by a Resident, and (c) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (ii) appoint and designate the secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Resident; provided, however, that such appointment and designation shall become effective only if such Resident has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Resident on the Property. The Board shall prescribe the Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.12. Release of Lien for Owners with Tenants. To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant thereof under a written lease or a tenancy at will or sufferance subsequent to the term of such written lease, the Owner may obtain a release of such portion of the lien by:

- (a) including in the lease those lease provisions required by Section 6.13 hereof; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

Upon written request of the Community Authority, an Owner shall deliver an executed or certified copy of any lease for any portion of a Chargeable Parcel to the Community Authority.

To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant under an oral lease or a tenancy at will or sufferance subsequent to the term of such oral lease, the Owner thereof may obtain a release of such portion of the lien by:

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- (a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

6.13. Required Lease Provisions. Each Owner shall include in every lease of his Chargeable Parcel or any part thereof for the benefit of the Community Authority as a third-party beneficiary the following covenants and provisions:

- (a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.
- (b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.
- (c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.
- (d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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- (e) The words Community Authority, Declaration, Income Charge, Residents, Secretary of the Board and Tenant shall have the same meaning as defined in Article II of the Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio.

6.14. Tenant's Income Charge Commitment Form. By executing the Tenant's Income Charge commitment form, the Tenant shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (c) to file all Income Charge estimates and returns required to be filed by a Resident, (d) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (e) to impose the same covenants and provisions as contained in this Section in every sublease and assignment of his leasehold interest and to require that the same be imposed in every further sublease and Assignment, and (ii) appoint and designate the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of that portion of any Income Charge, together with any penalty and interest thereon, for which the Tenant is liable; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property. The Board shall prescribe the Tenant's Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.15. Release of Tenant from Guarantee. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of any other Resident of the property leased by such Tenant, except a subtenant of the Tenant or an assignee of the Tenant's leasehold interest, by delivering to the Community Authority an Income Charge commitment form as described in Section 6.11 hereof signed by such other Resident. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of a subtenant or an assignee of the Tenant's interest and all persons and entities claiming under either of them by delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof signed by such subtenant or assignee.

6.16. Records and Other Evidence; Service of Process. Each Owner of any Chargeable Parcel, by the acceptance of a deed therefor, (i) personally obligates himself to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any Income Charge return required to be filed by the Owner

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hereunder, and (ii) appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Owner; provided, however, that such appointment and designation shall become effective only if the Owner is not a Resident or, having become a Resident, has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Owner on the Property.

6.17. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon and costs of collection as provided herein, which is attributable to his Income. Each Owner shall be and remain obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon, which is attributable to the Income of all other Residents thereof, but the Community Authority shall enforce collection of such portion only in accordance with Section 4.04 hereof, and an Owner shall be relieved of his obligation with respect to such portion attributable to the Income of such other Residents who have executed a commitment form pursuant to this Article VI.

6.18. Estimates and Returns. All estimates, returns and other documents described in or required by this Article VI shall be in such form as may be prescribed by the Board. The failure of any Resident to receive or procure an estimate, return, declaration or other required form shall not excuse him from filing such form or from paying his Income Charge.

All information contained in any estimate, return or other document or otherwise obtained by the Board pursuant to this Article VI shall be treated in a confidential manner and, except pursuant to subpoena or as may be necessary in connection with any action for the collection of any Income Charge or the enforcement of any lien relating thereto, no such information with respect to any Income Charge shall be disclosed. Nothing contained in this Section shall be deemed to preclude disclosure on a statistical or other basis not permitting identification of such information with particular persons or entities.

6.19. Evidence Regarding Liens. The Community Authority shall promptly furnish each Owner written acknowledgment of receipt of any commitment form relating to his parcel furnished to it pursuant to Section 6.11 and 6.12 hereof. The Community Authority shall also promptly furnish each Tenant written acknowledgement of receipt of any commitment form relating to his guarantee furnished to it pursuant to Section 6.15 hereof. Such acknowledgments shall constitute conclusive evidence of the release of the portion of the lien or guarantee attributable to the Resident or Tenant signing such commitment form.

Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the existence or absence of Income Charge liens and, to the extent known on the basis of available data, the amount thereof. Absent the existence of any Recorded evidence of unpaid

Income Charge liens, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

6.20. Income Tax Administrator. The Community Authority may appoint an Income Charge Administrator and designate others as agents to carry out its duties pursuant to this Article VI.

## ARTICLE VII

### PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

7.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

7.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Ohio Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VII.

7.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting, the Board may waive, reduce, increase or terminate all or a portion of the Community Development Charge for one or more years or to a stated date or adjust the method by which the Income Charge is calculated in a manner that reduces the Income Charge for all Residents. The reduction or waiver of a portion of the Community Development Charge authorized by this Section may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority agreement, bonds, notes or loans authorized by the Community Authority under Chapter 349.

At any Fiscal Meeting held on and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may increase the Community Development Charge or adjust the method by which the Income Charge is calculated in a manner that increases the Income Charge for any Resident by the affirmative vote of at least six (6) of the seven (7) Board members.

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Except as otherwise provided in this Declaration: (i) every action taken by the Board pursuant to this Article VII shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (ii) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02 hereof. Notwithstanding any other provision of this Declaration, if a Chargeable Parcel is removed from the New Community District pursuant to a supplemental Declaration, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the New Community District; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

7.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce, increase or terminate the Community Development Charge as provided herein shall otherwise be solely within the discretion of the Board.

## ARTICLE VIII

### COMMUNITY FACILITIES

8.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Land Development within the New Community District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title of, the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Ohio Revised Code, to take out loans under Section 349.06(J) of the Ohio Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time to amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Land Development, including, but not limited to, regulations requiring use

and regarding the mode of use and limiting the number of guests of Owners and Residents who may use the Community Facilities and Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (i) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Land Development for any infraction of the rules and regulations relating to the Community Facilities or Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Land Development for any period during which the Assessed Valuation Charge or Income Charge or any other Community Fee, Utility Access/Community Fee, user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

(e) Such rights as the Board may have to grant easements in or rights of way over Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (g) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

8.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article VIII shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Land Development.

#### ARTICLE IX

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## COMMUNITY FEE

9.01. Community Fee Covenant. The Initial Private Developer and the Initial Owners hereby covenant, and each Owner (except as exempt in Section 9.04 hereof) of any Parcel within the initial boundaries of the New Community District, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Community Fee which is applicable to the Owner's Parcel as provided in this Article IX. Each Owner shall be and remain personally obligated for the payment of the Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

9.02. Purpose of Community Fee. The Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Community Fee shall initially be allocated and paid to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution, in recognition of the increased costs incurred by Jerome Township and the increased need for fire and safety services to be provided by Jerome Township as a consequence of the development of the New Community District and as a condition of zoning, until the overall cap of \$7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution is reached. Thereafter, all additional receipts from the Community Fee shall be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

9.03. Amount and Collection of Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Development Parcel within the initial boundaries of the New Community District shall pay to the Community Authority a one-time Community Fee as follows:

- (a) \$200 per single-family unit;
- (b) \$100 per multi-family unit;
- (c) \$0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

provided, that if a Development Parcel is further subdivided after payment of the Community Fee for that Development Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Community Fee was paid shall not be further subject to the Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Community Fee requirement. If any Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount

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of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Community Fee.

9.04. Exemption from Payment of Community Fee. The Community Fee will not be charged to governmental facilities (e.g., the Township, Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

9.05. Adjustment to Community Fee. The Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

## ARTICLE X

### UTILITY ACCESS/COMMUNITY FEE

10.01. Utility Access/Community Fee Covenant. Each Owner (except as exempt in Section 10.04 hereof) of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Utility Access/Community Fee which is applicable to the Owner's Parcel as provided in this Article X. Any such Owner joining the Community Authority to access utilities must do so in accordance with the requirements of Article III hereof, and that Owner and Parcel will thereafter be subject to all Restrictions provided for in this Declaration, including, but not limited to, the obligation to pay the Community Development Charge. Each Owner shall be and remain personally obligated for the payment of the Utility Access/Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

10.02. Purpose of Utility Access/Community Fee. The Utility Access/Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Utility Access/Community Fee shall initially be allocated and paid as follows:

- (a) 80% for the Community Authority to offset upfront infrastructure costs;

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(b) 20% to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution.

There is an overall cap of \$7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution. Once this cap is reached, all additional receipts constituting that portion of the Utility Access/Community Fee that would have been allocated and paid to the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution shall thereafter be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

10.03. Amount and Collection of Utility Access/Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall pay to the Community Authority a one-time Utility Access/Community Fee as follows:

- (a) \$1,000 per single-family unit;
- (b) \$500 per multi-family unit;
- (c) \$0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

provided, that if a Parcel is further subdivided after payment of the Utility Access/Community Fee for that Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Utility Access/Community Fee was paid shall not be further subject to the Utility Access/Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Utility Access/Community Fee requirement. If any Utility Access/Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Utility Access/Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Utility Access/Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Utility Access/Community Fee.

10.04. Exemption from Payment of Utility Access/Community Fee. The Utility Access/Community Fee will not be charged to governmental facilities (e.g., Jerome Township, Jerome Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

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10.05. Adjustment to Utility Access/Community Fee. The Utility Access/Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Utility Access/Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

#### ARTICLE XI

#### DURATION, AMENDMENT AND TERMINATION

11.01. Effective Date. The Restrictions shall be effective and shall be, and be deemed, covenants running with the land when this Declaration is Recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge, Community Fee or Utility Access/Community Fee shall be collected, and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is Recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

11.02. Duration and Effect. The Restrictions (i) shall be, and be construed as, covenants running with the land; (ii) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (iii) shall inure to the benefit of and be enforceable by (a) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (b) each Owner, and (c) any Resident. The Restrictions shall continue in full force and effect unless amended, stayed or terminated pursuant to Section 11.03 hereof.

11.03. Stay or Termination of Restrictions. The Restrictions shall terminate, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the New Community District pursuant to an amendment to this Declaration; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property. No amendments to this Section shall be permitted without the written consent of 66% of the Owners at the time such amendment is proposed.

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If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio, which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and each Developer owning any of the Parcels shall, within thirty (30) days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by (i) each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by (i) each Developer for the portion of the Property being Developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including, without limitation, all personal obligations and liens under this Declaration.

ARTICLE XII

AMENDMENTS AND SUPPLEMENTS

12.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Initial Private Developer (so long as it owns or controls any of the Property) or the Community Authority may amend or supplement this Declaration (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans; (ii) to bring this Declaration into compliance with the requirements of Chapter 349, as amended from time to time; (iii) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (iv) to grant to or confer upon the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (v) to

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make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge, the Community Fee or the Utility Access/Community Fee, or to reduce or eliminate the Community Development Charge, the Community Fee or the Utility Access/Community Fee; (vi) as provided in Article III hereof; (vii) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the Petition filed pursuant to that Section to organize the Community Authority; (viii) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (ix) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and the Community Authority; (x) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III hereof or otherwise; (xi) to remove one or more Parcels from the New Community District; or (x) to make any other amendment which, in the judgment of the Community Authority, is not to the material prejudice of the Owners; provided, however, that there shall be no amendment or supplement to this Declaration by the Community Authority without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

12.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 7.03, 11.03 or 12.01 hereof, no provision of this Declaration may be amended or supplemented, in whole or in part, or terminated without the written consent of (i) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (ii) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, and (iii) the Community Authority.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code.

The Secretary shall determine (i) whether the Owners have consented to any amendment or supplement of this Declaration and (ii) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

12.03. Recording of Amendments and Supplements. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

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ARTICLE XIII

MISCELLANEOUS

13.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

13.02. Reservation. Subject to this Declaration being recorded but prior to the New Community District being created pursuant to Chapter 349, the Developers may sell to purchasers (each, a "Purchaser" and collectively, the "Purchasers") lots or condominium interests which may comprise a part of the Property and be included as part of the New Community District (individually, a "Lot" or collectively, the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to a Lot subject to this Declaration. In order to more fully provide for the inclusion of the Lots as part of the New Community District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the New Community District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, such Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include such Purchaser's Lot within the New Community District. Acceptance by a Purchaser of a deed or other instrument of conveyance from a Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the New Community District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

13.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating, a possibility of reverter or, except as provided in Sections 5.01, 6.01 and 11.01 hereof, a condition subsequent.

13.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and

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operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

13.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

13.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of the State of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner and at the times provided in this Declaration or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

[signature pages follow]

This document prepared by: Squire, Sanders & Dempsey L.L.P.  
2000 Huntington Center  
41 South High Street  
Columbus, Ohio 43215

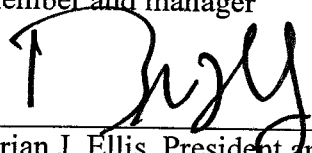


EXECUTION COPY

IN WITNESS WHEREOF, Jerome Village Company, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC,  
an Ohio limited liability company

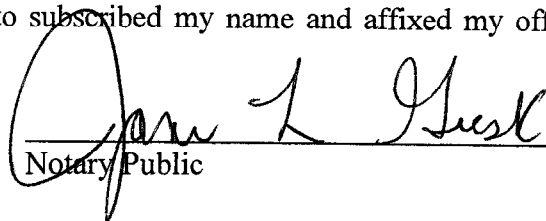
By: Nationwide Realty Investors, Ltd., its  
member and manager

By:   
Brian J. Ellis, President and Chief  
Operating Officer

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd, a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

  
Notary Public



JANICE L. GRESKO  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

IN WITNESS WHEREOF, Jerome United Methodist Church, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME UNITED METHODIST  
CHURCH, INC. as an Initial Owner

By: [Signature]

Print Name: Judson W. Smith

Title: Chair - Administrative Council

STATE OF OHIO )  
COUNTY OF UNION ) SS:

The foregoing instrument was acknowledged before me this 1 day of December, 2009, by Judson Smith, the Chair Admin Council of JEROME UNITED METHODIST CHURCH, INC., on behalf of Jerome United Methodist Church, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

[Signature]  
Notary Public



CHRISTINE M. MILLS  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Union County  
My Comm. Exp. 9/27/20 12



IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,  
as an Initial Owner

By: *Dan Slone*

Print Name: Dan Slone


Title: Owner

STATE OF OHIO  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February, 2010, by Daniel M. Slone, the Owner of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Marcia A. McCoy*  
Notary **MARCIA A. MCCOY**  
Notary Public  
State of Ohio  
My Commission Expires April 15, 2012



IN WITNESS WHEREOF, John R. Andrews, Trustee of the John R. Andrews Living Trust, has caused this Declaration to be executed as of the day and year first above written.

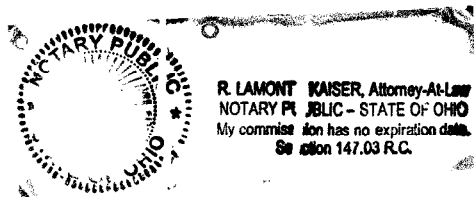
JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as an Initial Owner

John R. Andrews Trustee

STATE OF OHIO )  
COUNTY OF DeWane ) SS:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November 2009, by JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

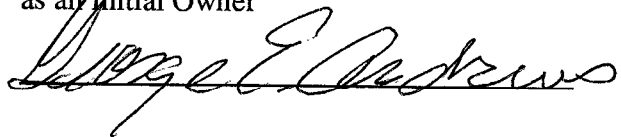


R. Lamont Kaiser  
Notary Public



IN WITNESS WHEREOF, George Edward Andrews and Rebecca J. Andrews have caused this Declaration to be executed as of the day and year first above written.

GEORGE EDWARD ANDREWS,  
as an Initial Owner



REBECCA J. ANDREWS,  
as an Initial Owner



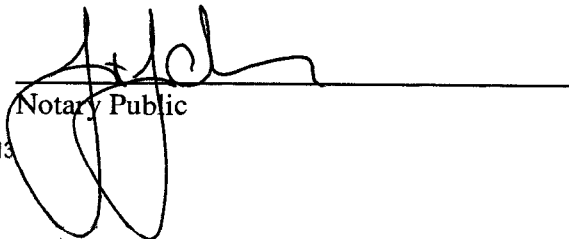
STATE OF OHIO )  
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November 2009, by GEORGE EDWARD ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



STEPHANIE SCHNARR  
Notary Public, State of Ohio  
My Commission Expires May 11, 2013

  
Notary Public

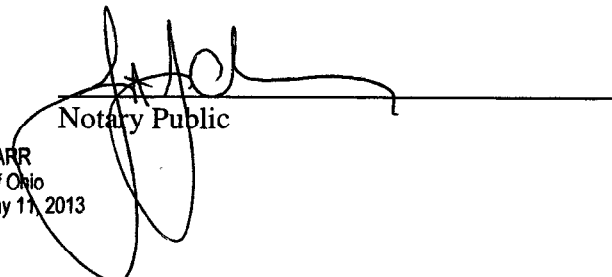
STATE OF OHIO )  
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November 2009, by REBECCA J. ANDREWS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



STEPHANIE SCHNARR  
Notary Public, State of Ohio  
My Commission Expires May 11, 2013

  
Notary Public

OR 859 PG 316

IN WITNESS WHEREOF, William Henry Andrews has caused this Declaration to be executed as of the day and year first above written.

WILLIAM HENRY ANDREWS,  
as an Initial Owner

William H. Andrews

STATE OF OHIO                    )  
COUNTY OF Franklin    ) SS:

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by WILLIAM HENRY ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Jennifer L. McGrady

Notary Public

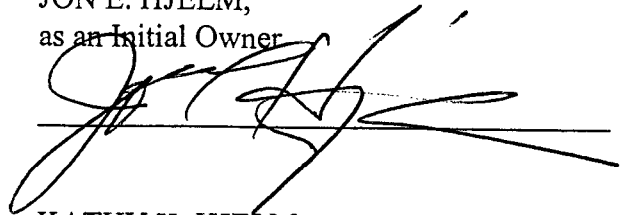


JENNIFER L. MCGRADY  
Notary Public, State of Ohio  
My Commission Expires 04-24-2010

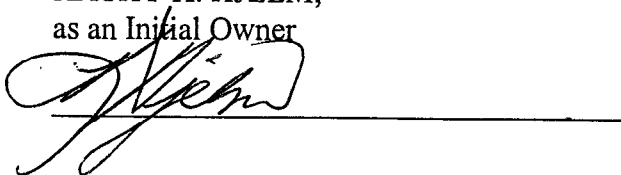


IN WITNESS WHEREOF, Jon E. Hjelm and Kathy K. Hjelm have caused this Declaration to be executed as of the day and year first above written.

JON E. HJELM,  
as an Initial Owner



KATHY K. HJELM,  
as an Initial Owner



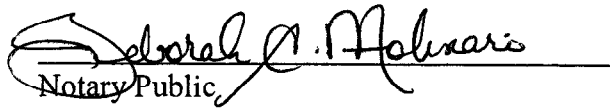
STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of December 2009, by JON E. HJELM, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



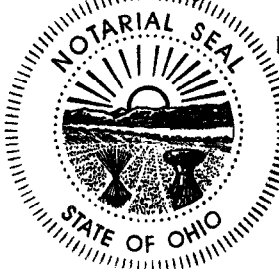
DEBORAH C. MOLINARO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
February 01, 2010

  
Notary Public

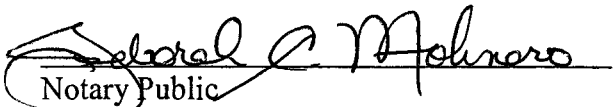
STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of December 2009, by KATHY K. HJELM, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



DEBORAH C. MOLINARO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
February 01, 2010

  
Notary Public

OR 859 PG 318

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx have caused this Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,  
as an Initial Owner

*William H. Marx, Jr.*

CHRISTINE S. MARX,  
as an Initial Owner

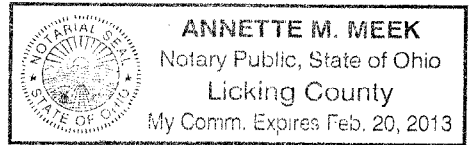
*Christine S. Marx*

STATE OF OHIO )  
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Annette M. MEEK*  
Notary Public

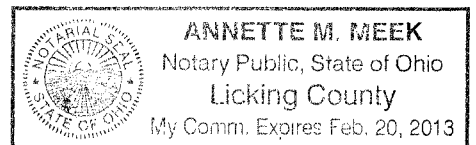


STATE OF OHIO )  
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Annette M. MEEK*  
Notary Public





IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg have caused this Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,  
as an Initial Owner

*Scott E. Sonnenberg*

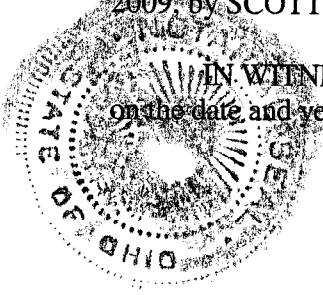
JENNIFER L. SONNENBERG,  
as an Initial Owner

*Jennifer L. Sonnenberg*

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

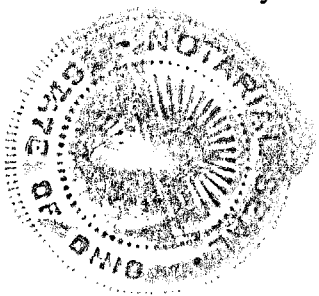


*Daleen B. McNamery*  
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



*Daleen B. McNamery*  
Notary Public My Commission Expires 5-20-2014

IN WITNESS WHEREOF, Patricia E. Williams has caused this Declaration to be executed as of the day and year first above written.

PATRICIA E. WILLIAMS,  
as an Initial Owner

Patricia E Williams

STATE OF OHIO                    )  
COUNTY OF DELAWARE        ) SS:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of NOVEMBER 2009, by PATRICIA E. WILLIAMS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

David H Starkey  
Notary Public



DAVID H. STARKEY, ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.



IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Initial Owner

Barbara J. Wilcox

STATE OF OHIO )  
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

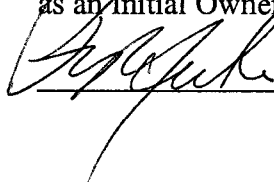
Charles G. Kaps  
Notary Public



CHARLES G. KAPS, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.

IN WITNESS WHEREOF, Peggy W. Yerke has caused this Declaration to be executed as of the day and year first above written.

PEGGY W. YERKE,  
as an Initial Owner



STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2009, by PEGGY W. YERKE, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Deborah Maxwell  
Notary Public



Deborah Maxwell  
Notary Public, State of Ohio  
My Commission Expires 01-28-2013



EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

OR 859 PG 324



**BENCHMARK**  
SURVEYING & MAPPING CO.  
70 S. Liberty Street Suite 102 Powell, Ohio 43065  
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.  
DAN QUICK, P.S., L.S.

***JEROME TWP., UNION COUNTY / CONCORD TWP., DELAWARE COUNTY***

Situated in the Virginia Military Lands, Jerome Township, Union County & Concord Township, Delaware County, State of Ohio, and being more particularly described as follows;

**Beginning** at the intersection of the centerline of U.S. 42 with the centerline of Harriott Road (County Road 18);

- Thence N 83°43'42" E a distance of 1427.25 feet to a point;
- Thence S 10°57'19" E a distance of 699.30 feet to a point;
- Thence N 83°43'42" E a distance of 1250.00 feet to a point;
- Thence S 10°57'19" E a distance of 532.06 feet to a point;
- Thence N 78°45'30" E a distance of 926.58 feet to a point;
- Thence S 11°14'30" E a distance of 267.46 feet to a point;
- Thence N 78°45'30" E a distance of 158.11 feet to a point;
- Thence S 11°14'30" E a distance of 234.04 feet to a point;
- Thence N 83°06'00" E a distance of 516.88 feet to a point;
- Thence S 11°13'56" E a distance of 263.08 feet to a point;
- Thence S 11°15'03" E a distance of 683.11 feet to a point;
- Thence N 84°38'48" E a distance of 1096.49 feet to a point;
- Thence N 10°32'14" W a distance of 279.77 feet to a point;
- Thence N 84°38'59" E a distance of 1213.36 feet to a point;
- Thence N 06°18'42" W a distance of 472.92 feet to a point;
- Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;
- Thence S 00°26'33" E a distance of 1910.41 feet to a point;
- Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;
- Thence S 11°15'03" E a distance of 630.20 feet to a point;
- Thence S 83°56'03" W a distance of 1996.68 feet to a point;
- Thence S 11°10'46" E a distance of 266.61 feet to a point;
- Thence S 11°10'46" E a distance of 830.41 feet to a point;
- Thence N 83°40'24" E a distance of 169.18 feet to a point;
- Thence N 83°40'24" E a distance of 1828.08 feet to a point;
- Thence S 11°14'35" E a distance of 60.22 feet to a point;
- Thence S 83°40'24" W a distance of 1743.24 feet to a point;

OR 859 PG 325





**BENCHMARK**  
**SURVEYING & MAPPING CO.**  
70 S. Liberty Street Suite 102 Powell, Ohio 43065  
Voice 614-890-1201 Fax 614-890-1202

TONY MEACHAM, P.S., P.L.S.  
DAN QUICK, P.S., L.S.

**DESCRIPTION (CONT.)**

Thence S 05°50'53" E a distance of 1520.98 feet to a point;  
Thence S 06°03'50" E a distance of 1394.36 feet to a point;  
Thence N 83°48'29" E a distance of 1144.08 feet to a point;  
Thence S 06°08'38" E a distance of 210.55 feet to a point;  
Thence N 83°49'22" E a distance of 174.83 feet to a point;  
Thence S 06°19'30" E a distance of 510.71 feet to a point;  
Thence N 83°40'38" E a distance of 427.22 feet to a point;  
Thence N 06°10'48" W a distance of 720.33 feet to a point;  
Thence N 06°05'54" W a distance of 300.09 feet to a point;  
Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;  
Thence N 87°09'18" E a distance of 173.19 feet to a point;  
Thence S 06°00'53" E a distance of 1557.43 feet to a point;  
Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;  
Thence N 05°43'35" W a distance of 192.18 feet to a point;  
Thence S 86°58'46" W a distance of 1224.88 feet to a point;  
Thence S 06°10'48" E a distance of 318.54 feet to a point;  
Thence S 06°10'48" E a distance of 293.67 feet to a point;  
Thence S 85°15'33" W a distance of 210.44 feet to a point;  
Thence S 06°18'26" E a distance of 403.25 feet to a point;  
Thence N 83°49'28" E a distance of 209.48 feet to a point;  
Thence S 06°10'48" E a distance of 210.95 feet to a point;  
Thence S 83°00'43" W a distance of 627.96 feet to a point;  
Thence S 06°10'48" E a distance of 313.50 feet to a point;  
Thence N 83°00'43" E a distance of 305.04 feet to a point;  
Thence S 06°50'14" E a distance of 161.46 feet to a point;  
Thence S 83°49'46" W a distance of 12.37 feet to a point;  
Thence S 06°11'08" E a distance of 120.11 feet to a point;  
Thence S 83°54'05" W a distance of 246.93 feet to a point;  
Thence S 06°07'16" E a distance of 105.86 feet to a point;



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Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.  
DAN QUICK, P.S., L.S.

*DESCRIPTION (CONT.)*

- Thence S 06°19'44" E a distance of 653.98 feet to a point;  
Thence S 83°44'47" W a distance of 693.00 feet to a point;  
Thence S 06°06'29" E a distance of 492.71 feet to a point;  
Thence S 84°01'23" W a distance of 225.26 feet to a point;  
Thence N 09°19'47" W a distance of 498.74 feet to a point;  
Thence S 84°05'13" W a distance of 231.00 feet to a point;  
Thence S 85°40'52" W a distance of 171.80 feet to a point;  
Thence N 05°54'30" W a distance of 648.58 feet to a point;  
Thence S 84°11'46" W a distance of 330.30 feet to a point;  
Thence S 06°30'15" E a distance of 566.47 feet to a point;  
Thence S 83°33'34" W a distance of 200.36 feet to a point;  
Thence S 06°35'13" E a distance of 62.58 feet to a point;  
Thence S 06°35'13" E a distance of 522.08 feet to a point;  
Thence S 84°01'23" W a distance of 463.50 feet to a point;  
Thence S 83°50'14" W a distance of 839.16 feet to a point;  
Thence N 06°19'26" W a distance of 223.86 feet to a point;  
Thence S 83°46'49" W a distance of 255.97 feet to a point;  
Thence S 06°08'43" E a distance of 223.60 feet to a point;  
Thence S 82°26'49" W a distance of 60.02 feet to a point;  
Thence N 06°08'43" W a distance of 225.00 feet to a point;  
Thence S 83°46'49" W a distance of 277.90 feet to a point;  
Thence S 06°05'16" E a distance of 223.27 feet to a point;  
Thence S 83°50'14" W a distance of 1046.26 feet to a point;  
Thence N 06°04'55" W a distance of 1073.28 feet to a point;  
Thence N 06°10'56" W a distance of 315.01 feet to a point;  
Thence N 05°55'44" W a distance of 137.67 feet to a point;  
Thence N 84°10'31" E a distance of 400.37' to a point;  
Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet,  
with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;  
Thence S 73°55'29" E a distance of 200.00 feet to a point;



**BENCHMARK**  
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Phone 614-880-1201 Fax 614-880-1202

TONY MBACHAM, P.S., P.L.S.  
DAN QUICK, P.S., L.S.

**DESCRIPTION (CONT.)**

Thence with a curve to the left having an arc length of 403.47 feet, with a radius of 505.00', with a chord bearing of N 83°11'14" E, with a chord length of 392.82 feet to a point;

Thence N 05°54'00" W a distance of 1052.93 feet to a point;

Thence N 83°54'29" E a distance of 1920.32 feet to a point;  
Thence N 06°33'12" W a distance of 287.31 feet to a point;

Thence S 83°43'33" W a distance of 642.27 feet to a point;

Thence N 06°11'57" W a distance of 1384.24 feet to a point;

Thence S 83°48'29" W a distance of 2957.97 feet to a point;

Thence N 05°17'33" W a distance of 2893.87 feet to a point;

Thence N 06°25'30" W a distance of 1182.13 feet to a point;

Thence S 81°32'25" W a distance of 904.20 feet to a point;

Thence N 56°09'17" W a distance of 1555.11 feet to a point;

Thence N 36°50'53" E a distance of 1177.50 feet to a point;

Thence S 57°09'10" E a distance of 479.52 feet to a point;

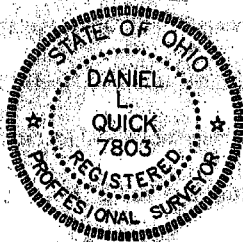
Thence N 36°50'53" E a distance of 488.67 feet to a point;

Thence N 64°58'27" W a distance of 488.72 feet to a point;

Thence N 36°50'53" E a distance of 2667.74 feet to a point;

Thence N 36°51'36" E a distance of 367.26 feet to the Point of Beginning and containing 1399.993 acres, more or less.

Daniel L. Quick, PS  
Benchmark Surveying & Mapping Co.



2/26/07  
Date



LESS AND EXCEPT THE FOLLOWING PARCELS LEAVING A TOTAL OF 1395.388 ACRES, MORE OR LESS:

Legal Description  
1.000 acre

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in official record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R.#11) with the centerline of Wells Road (C.R. #17)(60 feet wide);

thence South 80°56'00" West 1939.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;


thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

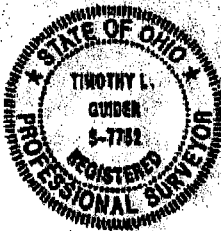
thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Gulder dated 6/18/97.

  
Timothy L. Gulder R.S. #7752  
240 West Third Street  
Marysville, Ohio 43040  
(937) 644-2656



Date:  
Job #97138

DESCRIPTION ACCEPTABLE  
1.00 ACRE TRACT(S)  
PLANNING COMMISSION APPROVAL  
IS REQUIRED  
DATE 11/28/97  
STEVE A. STOEBE  
UNION COUNTY ENGINEER

THE SALE OR EXCHANGE OF PARCELS  
BETWEEN ADJOINING LOT OWNERS,  
WHERE SUCH SALE OR EXCHANGE DOES  
NOT CREATE ADDITIONAL BUILDING  
SITES.

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AND

the following REAL PROPERTY:

SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

BEING A PART OF SURVEY NO. 2991 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991

(WEST LINE OF SURVEY NO. 2365);

THENCE ALONG THE CENTERLINE OF WELLS ROAD, SOUTH 80° 56' 00" WEST (PASSING OVER A RAILROAD SPIKE FOUND AT 603.33 FEET) A TOTAL DISTANCE OF 1772.38 FEET TO A RAILROAD SPIKE SET AT THE TRUE PLACE OF BEGINNING OF THE HEREIN DESCRIBED 2.00 ACRES TRACT OF LAND;

THENCE SOUTH 09° 04' 00" EAST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 30.00 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE SOUTH 80° 56' 00" WEST A DISTANCE OF 187.00 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE NORTH 09° 04' 00" WEST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 435.89 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF WELLS ROAD;

THENCE ALONG THE CENTERLINE OF WELLS ROAD, NORTH 80° 56' 00" EAST A DISTANCE OF 187.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 2.00 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD;

ALL IRON PINS SET ARE 5/8" SOLID IRON PINS WITH YELLOW PLASTIC CAPS STAMPED STULTS & ASSOCIATES.

BEARING SYSTEM BASED ON THE CENTERLINE BEARING OF CO. RD. 17 (WELLS ROAD) - SOUTH 80° 56' 00" WEST, TAKEN FROM E.L. KAUFMAN'S 1.0 ACRE TRACT OF LAND AS DESCRIBED IN DEED BOOK 241, PAGE 256.

AND

**SURVEY FOR JOHN ANDREWS**

1.604 Acres

December 21, 1999

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided 1/4 interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided 1/4 interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Jerome Road (CR: #11)(60 feet wide) with the centerline of Hill Road (T.R. #14);

Thence North  $09^{\circ}10'54''$  West (assumed bearing) 1927.95 feet, following the centerline of Jerome Road and passing at 1777.95 feet a magnetic nail set at the southwest corner of said 80.448 acre tract, thereafter following the west line of said 80.448 acre tract, to a magnetic nail set and marking the place of beginning;

Thence North  $09^{\circ}10'54''$  West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North  $86^{\circ}15'41''$  East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

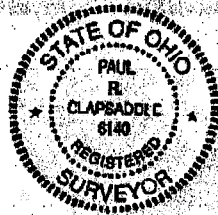
Thence South  $09^{\circ}10'54''$  East 150.00 feet to an iron pin set;

Thence South  $86^{\circ}15'41''$  West 468.00 feet, passing at 437.86 feet an iron pin set, to the place of beginning, containing 1.604 acres, more or less, and subject to all valid easements and restrictions of record.

The above description was prepared from an actual field survey made under the supervision of Paul R. Clapsaddle, Registered Surveyor #6140 during the month of December 1999. Iron pins set are 5/8" by 30" reinforcing rods with caps marked "Clapsaddle, R.S. #6140." Bearings indicated herein are based on an assumed meridian and are to denote angles only.

ATTEST:

*Paul R. Clapsaddle*  
Paul R. Clapsaddle, R.S. #6140  
19019 West Darby Road  
Marysville, Ohio 43040  
(937) 747-2599



EXISTING DESCRIPTION  
ACCEPTABLE FOR TRANSFER  
DATE 12/22/99  
STEVE STORTE UNION CO. ENG

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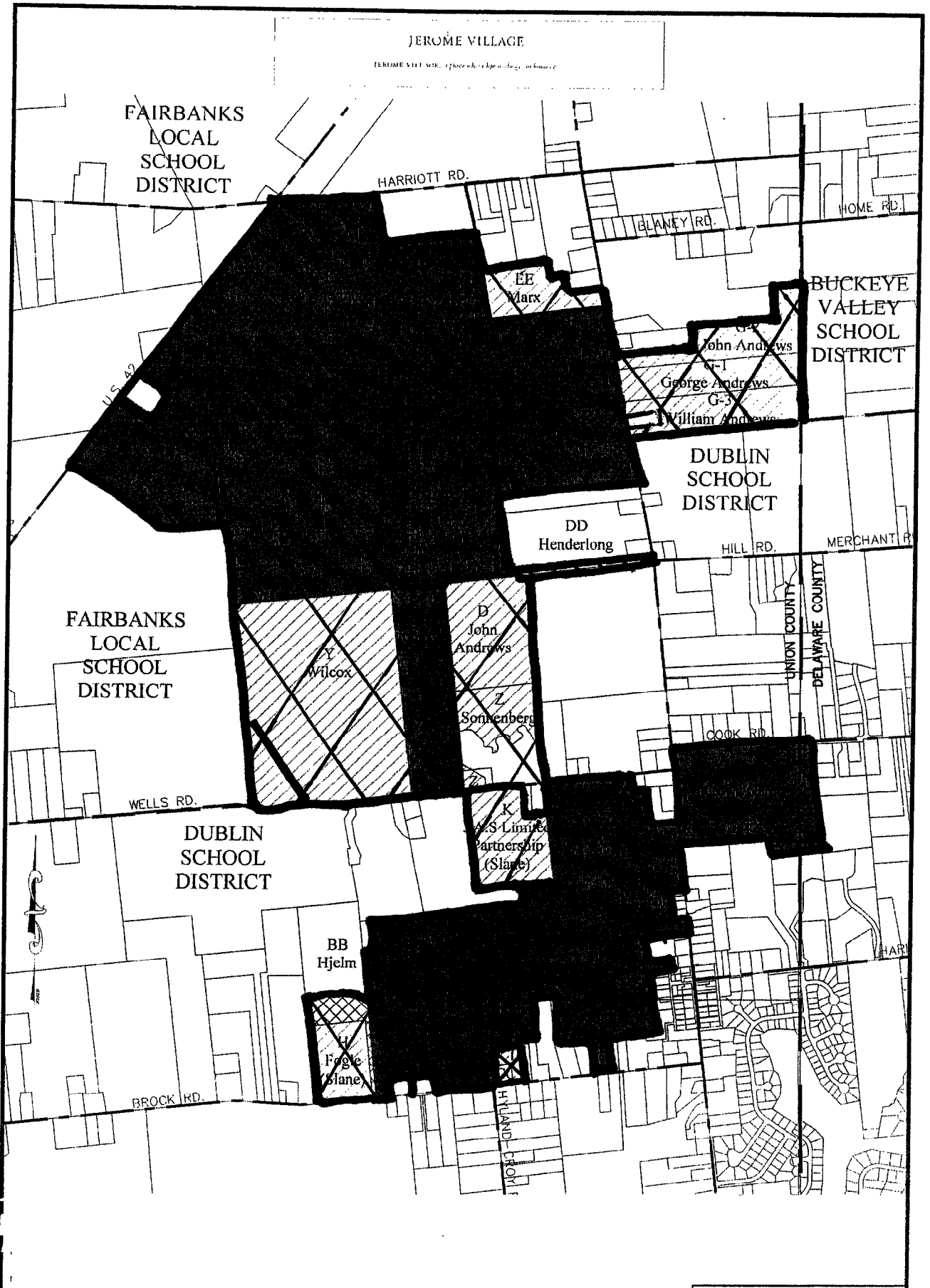


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EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]



JEROME VILLAGE

JEROME VILLAGE, a place which has no legal existence

FAIRBANKS LOCAL SCHOOL DISTRICT

HARRIOTT RD.

BLANEY RD.

HOME RD.

BUCKEYE VALLEY SCHOOL DISTRICT

EE Marx

John Andrews

George Andrews

William Andrews

DUBLIN SCHOOL DISTRICT

DD Henderlong

HILL RD.

MERCHANT P.

FAIRBANKS LOCAL SCHOOL DISTRICT

Y Wilcox

B John Andrews

Z Sonnenberg

COOK RD.

WELLS RD.

DUBLIN SCHOOL DISTRICT

K S. Linn Partnership (State)

BB Hjelm

Fogel-Blane

BROCK RD.

HIGHLAND COURT

UNION COUNTY, OHIO  
JEROME VILLAGE  
SEPTEMBER 28, 2007

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SCALE: HORIZ. 1" = 100'  
VERT. 1" = 100'

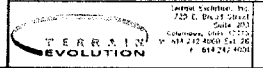


EXHIBIT C

PROFITS

“Profits” of a corporation means (i) net income as defined in Chapter 5733 of the Revised Code as it may from time to time be amended (or in the corresponding statute of any future Ohio corporation tax law imposed on or measured by net income), (ii) including (notwithstanding anything to the contrary in Chapter 5733 of the Revised Code) net income derived from intangible property, (iii) excluding net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a sole proprietorship means (i) net profit as reported to the Internal Revenue Service, (ii) excluding net profit with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, (iii) less the net losses as reported to the Internal Revenue Service for the five immediately preceding Income Charge Years to the extent that such losses have not previously been subtracted from net profit in calculating Profits, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a person or entity other than a corporation or sole proprietorship means (i) taxable income as defined in the Internal Revenue Code (or in the corresponding statute of any future United States Internal Revenue law), (ii) excluding taxable income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iii) allocated or apportioned to the Property in the manner described below.

For the purpose of paragraphs (a) and (b) below, “net income” shall mean (i) “net profit” in the case of a sole proprietorship and (ii) “taxable income” in the case of an entity other than a corporation or a sole proprietorship.

(a) Allocation of net income:

- (1) Net rents and royalties from any Parcel are allocable to the Property.
- (2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.
- (3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.
- (4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.



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(5) Capital gains and losses from the sale or other disposition of intangible personal property which may produce income enumerated in subparagraph (6) of this paragraph shall be allocated as set forth in such subparagraph. Capital gains and losses from the sale or other disposition of all other intangible personal property shall be allocated on the basis of commercial situs.

(6) Dividends, which are not otherwise deducted or excluded from net income, shall be apportioned to the Property in accordance with the ratio which the book value of the physical assets of the payor located on the Property bears to the book value of the total physical assets of the payor thereof located everywhere. Dividends received from payors, the location of whose physical assets is not available to the Resident, shall be apportioned as provided in subparagraph (8) of this paragraph.

(7) Patent and copyright royalties and technical assistance fees, not representing the principal source of gross receipts of the Resident are allocable to the Property to the extent that the activity of the payor thereof, giving rise to the payment, takes place on the Property.

(8) Any other net income, other than that enumerated in subparagraphs (1) to (7), inclusive, of this paragraph, shall be allocated to the Property on the basis of the apportionment mechanism provided in paragraph B below.

(b) Apportionment of net income: The amount of net income, excluding the net income which is allocable under subparagraphs A(1) through A(7), apportioned to the Property shall be determined by multiplying such net income by a fraction, the numerator of which is the sum of the property factor plus the payroll factor plus the sales factor, and the denominator of which is three, provided that the denominator of three shall be reduced by the number of factors which have a denominator of zero. The property, payroll and sales factors shall be determined as follows:

(1) The property factor is a fraction, the numerator of which is the average value of the Resident's real and tangible personal property owned or rented and used in the trade or business on the Property during the Income Charge Year and the denominator of which is the average value of all of the Resident's real and tangible personal property owned or rented and used in the trade or business everywhere during such year. There shall be excluded from the numerator and the denominator of the property factor the original cost of property within Ohio with respect to which a "pollution control facility" certificate has been issued pursuant to Section 5709.21 of the Revised Code or an "industrial water pollution control certificate" has been issued pursuant to Section 5709.21 or former Section 6111.31 of the Revised Code.

(A) Real and personal tangible property owned by a Resident is valued at its original cost. Real and personal tangible property rented by a Resident is valued at eight times the net annual rental rate. Net annual rental rate means the

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annual rental rate paid by the Resident less any annual rental rate received by the Resident from subrentals.

(B) The average value of real and personal tangible property shall be determined by averaging the values at the beginning and the end of the Income Charge Year, but the Community Authority may require the averaging of monthly values during the Income Charge Year, if reasonably required to reflect properly the average value of the property.

(2) The payroll factor is a fraction the numerator of which is the total amount paid within the Property during the Income Charge Year by the Resident for compensation, and the denominator of which is the total compensation paid everywhere by the Resident during such year:

(A) Compensation means any form of remuneration paid to an employee for personal services.

(B) Compensation is paid within the Property if:

(i) The recipient's service is performed entirely on the Property;

(ii) The recipient's service is performed both on and off the Property, but the service performed off the Property is incidental to the recipient's service performed on the Property; or

(iii) Some of the service is performed on the Property and either the base of operations, or if there is no base of operations, the place from which the service is directed or controlled is on the Property.

(C) Compensation is paid on the Property to any employee of a common or contract motor carrier corporation, who performs his regularly assigned duties on a motor vehicle both on and off the Property, in the same ratio by which the mileage traveled by such employee on the Property bears to the total mileage traveled by such employee everywhere during the Income Charge Year.

(3) The sales factor is a fraction the numerator of which is the value of business done, measured by the sum of all sales on the Property by the Resident during the Income Charge Year, and the denominator of which is the total value of its business done, measured by the sum of all sales by the Resident everywhere during such year.

(A) Sales of tangible personal property on the Property shall include all sales originating at a Place of Business on the Property where the tangible personal property is received on the Property by the purchaser. In the case of delivery of tangible personal property by common carrier or by other means of

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transportation, the place at which such tangible personal property is ultimately received after all transportation has been completed shall be considered as the place at which such tangible personal property is received by the purchaser. Direct delivery on the Property, other than for purposes of transportation, to a person or firm designated by a purchaser constitutes delivery to the purchaser on the Property and direct delivery off the Property to a person or firm designated by a purchaser does not constitute delivery to the purchaser on the Property, regardless of where title passes or other conditions of sale.

(B) Sales of other than tangible personal property on the Property shall include all sales of services, of intangible property or of real property with respect to which either the income-producing activity is performed on the Property or the income-producing activity is performed both on and off the Property and a greater proportion of the income-producing activity is performed on the Property than off it, based on costs of performance. If the income-producing activity involves the solicitation of a sale, the location of the solicitation shall control. If the sale is principally solicited by the Resident, or its agent from an office on the Property, such activity shall be allocated to the Property. If the sale is principally solicited by the Resident or its agent from an office off the Property, such activity shall not be allocated to the Property.

(c) If application of the allocations and apportionment provided for in this Exhibit does not fairly determine the Profits of a Resident attributable to the business activity actually conducted by the Resident on the Property, the Community Authority may require, or the Resident may request in writing and the Community Authority may approve, application of an alternative method of allocation and apportionment.



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EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

THIS \_\_\_\_\_ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY (this “\_\_\_\_\_ Supplemental Declaration”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by [OWNER NAME, type of entity (the “Owner”)], JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company (the “Initial Private Developer”),] and JEROME VILLAGE COMMUNITY AUTHORITY (the “Community Authority”).

WHEREAS on \_\_\_\_\_, \_\_\_\_\_, that certain Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio (the “Declaration”), was recorded at \_\_\_\_\_ in the office of the Recorder, Union County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, the [Initial Private Developer and] the Community Authority reserved the right to submit Additional Property (as that term is defined in the Declaration) to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the “Restrictions”); and

WHEREAS, the Owner, as the owner of a \_\_\_\_\_ acre tract of real property located in \_\_\_\_\_ County, Ohio, more particularly described in Exhibit A (the “Property”) attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

[WHEREAS, the undersigned, being the Initial Private Developer and the Community Authority, hereby determine pursuant to the terms of Section 2.01 of the Declaration to permit \_\_\_\_\_ to become a party to the Declaration as an Additional Private Developer;]

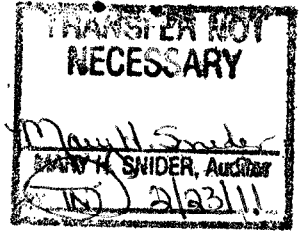
NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner[, the Initial Private Developer] and the Community Authority hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration



TERESA L. MARKHAM  
RECORDER, UNION CO., OHIO

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# JEROME VILLAGE

375562

Jerome Township, Union County, Ohio

## MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS <sup>3</sup>

This Instrument was Prepared by:  
Kephart Fisher LLC  
207 N. Fourth Street  
Columbus, Ohio 43215  
David W. Fisher, Esq.

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**EXHIBIT A** – Master Plan Area for Jerome Village

**EXHIBIT B** – Initial Property owned by the Declarant and the Master Developer Subject to this  
Master Declaration

**EXHIBIT C** – Initial Property owned by Adjoining Owners subject to this Master Declaration

**EXHIBIT D** – Open Space Plan for Common Property

**EXHIBIT D-1** – Delaware County Open Space

**EXHIBIT E** – Bylaws of the Master Association

## MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration") is made on or as of this 17 day of February, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer") and J.A.S. Limited Partnership; William H. Marx, Jr., and Christine S. Marx, husband and wife; Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife; and Barbara Wilcox, Trustee of the Charles Wilcox Trust (collectively, the "Adjoining Owners"), subject to the provisions of Article XV hereof.

### STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain Adjoining Owners, and real property planned and zoned by the Master Developer for certain Adjoining Owners.

C. The Master Developer is presently the owner of certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village.

D. The Adjoining Owners are presently the owners of that certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village being more particularly described in the attached Exhibit C (the "Adjoining Owner Property").

E. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

F. Detailed guidelines, consisting of the Development and Architectural Documents, as hereinafter defined, have been established to regulate all development, architecture and construction within Jerome Village. Each Parcel, as hereinafter defined, agrees to and shall be bound by such guidelines.

G. The Master Developer deems it desirable to establish a master association for the purpose of governing the maintenance of certain areas and/or improvements constructed as part of Jerome Village, to provide for the establishment of a design review board and other management mechanisms, and to establish and provide for sub-associations to govern and maintain certain subareas and condominium regimes created within Jerome Village, for the purpose of addressing conditions and circumstances unique to individual subareas and condominium regimes created within Jerome Village.

H. To ensure the proper application of the Development and Architectural Documents, and to further the development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Jerome Village, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, 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.

I. This Master Declaration shall inure to the benefit of all future owners of all or any portion of the Property and all others claiming under or through them, as well as the Master Developer, the Adjoining Owners, and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the Property, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

**ARTICLE I. APPLICABILITY**

Upon the recordation hereof, this Master Declaration shall apply to the entire Property, subject to the provisions of Article XV hereof. The Property consists of approximately 1,395 acres of land, more or less, from which the Master Developer and the Adjoining Owners intend to subdivide several single-family and multi-family residential subdivisions, condominium regimes, subdivisions for a town center and commercial, office, educational, government, institutional and civic uses (each subdivision or condominium regime, whether residential or commercial, may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Jerome Village and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Jerome Village on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional

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parcels to, and declare them to be, subsequent Development Phases of Jerome Village. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Jerome Village, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Jerome Village may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Jerome Village is not a “planned community” for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the “Planned Community Statute”), due to the fact that the Planned Community Statute applies only to communities comprised of individual subdivided parcels which are occupied or intended to be occupied as dwelling units for use and occupancy for residential purposes by a single household or family. While certain portions of Jerome Village consist of such dwelling units, this Master Declaration also applies to Commercial Parcels. Those portions of Jerome Village that constitute a “planned community” for purposes of the Planned Community Statute shall be subject to the Jerome Village Residential Property Owners Association created as a Sub-Association hereunder, which shall comply with the provisions of the Planned Community Statute.

## **ARTICLE II. DEFINITIONS**

In addition to the words and terms defined elsewhere in this Master Declaration, the following words and terms, as used herein, shall have the following meanings:

A. “Additional Property” - real property that may in the future be identified, as determined by the Master Developer in its sole and unfettered discretion, as real property to be part of Jerome Village and subjected to the provisions hereof, and may include any real property presently planned by the Master Developer to become part of Jerome Village in the future, adjacent or contiguous with the Property as it is then constituted, provided that, with respect to other real property, the owner or owners thereof concur and join in with the subjecting of same to the provisions hereof.

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B. "Administrative Expenses" – all costs and expenses incurred by the Master Association, the Board of the Master Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Master Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article XI Paragraph G hereof; reserves deemed necessary by the Board of the Master Association; and other usual and customary costs of master association administration.

C. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable, each organized as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

D. "Board" - the board of directors or other management body of each of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable.

E. "Bylaws" - the Bylaws of each of: (i) Jerome Village Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, (ii) the Jerome Village Commercial Property Owners Association, as further provided in Article VIII Paragraph F hereof, (iii) the Jerome Village Residential Property Owners Association, as further provided in Article IX Paragraph F hereof, and (iv) the Jerome Village Town Center Property Owners Association, as further provided in Article X Paragraph F hereof, as applicable in each case, also constituting the applicable code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

F. "Commercial Parcels" - a legally separate tax parcel created or subdivided from the Property on which commercial activities are contemplated to be conducted. Commercial Parcels include those portions of the Jerome Village Town Center used for commercial purposes, except for purposes of membership in the Commercial Property Owners Association, of which Commercial Parcels in the Town Center shall not be members, due to the fact that they are members of the Town Center Property Owners Association created hereunder.

G. "Commercial Property Owners Association" – Jerome Village Commercial Property Owners Association, being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article VIII hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels. The Commercial Property Owners Association shall be named JEROME VILLAGE COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio

non-profit corporation or other appropriate non-profit entity. Commercial Parcels located in the Town Center shall not be included in the Commercial Property Owners Association, but shall be included in the Town Center Property Owners Association.

H. "Commercial Property Declaration" – the Commercial Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels other than those located in the Town Center.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Jerome Village. All such Common Property shall be owned by the Community Authority, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property shown on the Open Space Plan for Common Property attached hereto as Exhibit D, as the same may be amended and modified with respect to final subdivision plats of Jerome Village; provided that at the full build out and completion of Jerome Village, Common Property shall equal at least forty percent (40%) of all real property included within Jerome Village.

J. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article XIV hereof.

K. "Condominium" or "Condominium Parcel" - the portions of the Property designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on the Condominium Parcel and their respective undivided interests in related common elements are referred to herein as Units. Condominiums and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments) which shall be considered Commercial Parcels for all purposes hereof, or condominium regimes designed solely for common ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

L. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

M. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

N. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals



having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Jerome Village.

O. "Developer" - a person or entity to whom a Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Commercial Parcels.

P. "Development and Architectural Documents" - the Jerome Village Property Code, the Jerome Village Commercial Center Property & Architectural Design Code and the Jerome Village Architectural Pattern Book, as modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

Q. "Development Phase" - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision, multi-family residential subdivision (including a Condominium) or non-residential development (such as a commercial development) is to be developed and constructed.

R. "Directors" - those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association, those natural Persons appointed or elected to the Board of the Commercial Property Owners Association as provided in Article VIII Paragraph E hereof and the Bylaws of the Commercial Property Owners Association, those natural Persons appointed or elected to the Board of the Residential Property Owners Association as provided in Article IX Paragraph E hereof and the Bylaws of the Residential Property Owners Association, and those natural Persons appointed or elected to the Board of the Town Center Property Owners Association as provided in Article X Paragraph E hereof and the Bylaws of the Town Center Property Owners Association, as applicable.

S. "Exempt Property" - the portions of real property comprising Jerome Village that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Union County, Jerome Township, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, (b) owned by a Sub-Association, or (c) owned by the Community Authority; provided in any such case, the same is not utilized as a residence.

T. "Governing Documents" - as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Documents, and all amendments thereto, the Community Authority Declaration, as defined in Article XIV hereof, applicable building and zoning laws, subdivision and other plats of property in Jerome Village, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents

(including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Jerome Village.

U. "Improvements" - any and all alterations to the Property which cause the Property to deviate from its natural condition or condition as of the date hereof or the date any real property is added to this Master Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within Jerome Village.

V. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Master Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel, Commercial Parcel, the Common Property, and any Property dedicated for public use; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by the Master Developer to a builder or Developer, for purposes of constructing dwellings declared under law to be Condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of Condominium Units that are authorized by law, and approved by the Master Developer, to be so constructed and declared on that parcel of real estate.

W. "Manager"- a Person retained by the Master Association Board to assist in the management of the Master Association.

X. "Master Association" - Jerome Village Master Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of enforcing the provisions of this Master Declaration. The Association shall be named JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

Y. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

Z. "Member" - any person or entity (i) entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof, (ii) entitled to membership in the Commercial Property Owners Association, as provided for in Article VIII Paragraph B hereof, (iii) entitled to membership in the Residential Property Owners Association, as provided for in Article IX Paragraph B hereof, or (iv) entitled to membership in the Town Center Property Owners Association, as provided for in Article X Paragraph B hereof, as applicable.

AA. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided from the Property on which residential apartment units are to be developed and constructed, other than Condominium Units.

BB. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer.

CC. "Parcel" - a legally separate tax parcel subdivided or created from the Property. Parcels include Lots, Units, Multi-Family Parcels and Commercial Parcels.

DD. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

EE. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B, together with the Adjoining Owner Property described on attached Exhibit C, subject, in the case of the Adjoining Owner Property, to the terms and conditions of Article XV hereof, and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all real property constituting Jerome Village shall be a part of the Property hereunder.

FF. "Residential Parcel" - means each Lot and the platted subdivision of which it is a part, each residential Condominium Unit, its undivided interest in the common elements of the Condominium of which it is a part, the Condominium of which it is a part, and each Multi-Family Parcel.

GG. "Residential Property Owners Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article IX hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Lots, Units or

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Multi-Family Parcels. The Residential Property Owners Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

HH. "Residential Property Declaration" – the Residential Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Residential Parcels.

II. "Rules"- the rules and regulations governing use, occupancy and appearance of the Property and the Common Property, as may be established by the Master Association Board from time to time.

JJ. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

KK. "Sub-Association" - The Commercial Property Owners Association, the Residential Property Owners Association, the Town Center Property Owners Association and each additional sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XVII hereof.

LL. "Town Center" – That area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

MM. "Town Center Property Declaration" – the Town Center Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels within the Town Center.

NN. "Town Center Property Owners Association" - Jerome Village Town Center Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article X hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels within the Town Center. The Town Center Property Owners Association shall be named JEROME VILLAGE TOWN CENTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Lots, Units or Multi-Family Parcels located within the Town Center shall not be part of the Town Center Property Owners Association, but shall be a part of the Residential Property Owners Association.

OO. "Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

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PP. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

### ARTICLE III. GOALS

The restrictions, conditions, easements, covenants, obligations and charges contained in this Master 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;
- D. Establishment of requirements for Jerome Village and use of the Property;
- E. To create, maintain and preserve the quality of life for all Owners and residents of Jerome Village; and
- F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, and the collection of funds to fulfill its objectives.

### ARTICLE 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 Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

- A. Use. Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels. No Improvements may be constructed, modified or demolished by a Developer or

Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended pursuant to Exhibit D and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Parcels and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, and the Rules.

C. Use of Condominium Parcel. Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed on any Condominium Parcel until and unless the plans therefore have been approved by the Design Review Board, as further provided in Article V hereof.

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), 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 Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

E. Signs. All signage located within Jerome Village shall comply with the signage requirements of the Development and Architectural Documents.

F. 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 Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. The foregoing shall not apply to pet stores located on Commercial Parcels. Up to two (2) horses may be kept on any residentially planned and zoned Parcel having in excess of five (5) acres that is not a Condominium.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any Unit or dwelling or structure erected on



any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot, Unit or Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots, Multi-Family Parcels or Condominium Parcels without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit a Lot or Unit Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot, Unit or apartment unit located on a Multi-Family Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Lot, Multi-Family Parcel or Condominium Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on Lots, Multi-Family Parcels or Condominium Parcel, including, without limitation, sheds or barns. Storage buildings shall be permitted on Multi-Family Parcels and Condominium Parcels only as permitted by the Design Review Board pursuant to Article V hereof. Open storage and storage buildings shall be permitted on Commercial Parcels only as permitted by the Design Review Board pursuant to Article V hereof.

J. Hotel/Transient Uses; Leases. No Lot, Multi-Family Parcel or Condominium Unit 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 residential leases shall be in writing and shall be subject to this Master Declaration.

K. Vehicles. The Master Association Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Jerome Village (excluding parking on Multi-Family Parcels and Commercial Parcels) in accordance with plans approved by the Design Review Board. In addition to their authority to levy Parcel Assessments as penalties for the violation of the Rules, the Master Association Board shall be authorized to cause the removal of any vehicle violating the Rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot or on any portion of any Multi-Family Parcel or Condominium Parcel (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) consecutive hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction or maintenance of residences on the Lots, Multi-Family Parcels and Condominium Parcel.

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 use and occupancy thereof, or for storage or the

conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident's family.

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and Development Phases, 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.

M. Antennae; Clotheslines. 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 any Lot, Multi-Family Parcel or Condominium Parcel, 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 meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Lot, Multi-Family Parcel or Condominium Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

N. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

O. Holiday Displays. Any exterior holiday displays placed on any Lot, Unit, Multi-Family Parcel or Condominium, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Master Association Board shall be permitted to establish Rules regarding holiday displays.

P. Tanks; Wells. 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, Multi-Family Parcel or Condominium Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property. The foregoing restrictions as to propane gas and fuel oil tanks shall not apply to Parcels in excess of five (5) acres not developed as Condominiums, multi-family apartments or Commercial Parcels, and the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds located on the Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be

responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement street tree planting requirements relative to Commercial Parcels and within Condominium Parcels and Multi-Family Parcels.

R. Mailboxes. The Master Developer shall designate a uniform style of curbside mailbox for all Lots in a Development Phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each Development Phase. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by the Master Developer.

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Documents.

T. Fencing. As further provided in the Development and Architectural Documents, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The Design Review Board may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

U. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV Paragraph U shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, Multi-Family Parcel or Condominium Parcel, all fencing, screening and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening and landscaping are considered Improvements and must be approved by the Design Review Board.

V. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to



the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

X. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of Jerome Village.

Y. Compliance with Zoning Requirements. Certain provisions of this Master Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval process 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 Master Declaration. In the event, however, that such 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 Master Declaration shall be deemed modified, ipso facto and without need for further action on the part of the Master Developer or the Master Association, such that this Master Declaration requires compliance with the obligation as affected by such change or modification.

Z. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, the Union County, Ohio Subdivisions Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations.

#### **ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS**

All Property at any time subject to this Master Declaration shall be governed and controlled by this Article.

A. Design Review Board. There is hereby created and constituted the Jerome Village Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned mixed use communities such as Jerome Village. At all times, the Design Review Board

shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property. The Design Review Board shall be governed in their review and approval by the Development and Architectural Documents.

The Design Review Board shall have the exclusive authority to interpret and define the Development and Architectural Documents. Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and approval prior to submission to any governmental body for review and approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Parcel, to comply with, and to cause such Owner's property and any occupant thereof to comply with the standards promulgated by the Development and Architectural Documents, as interpreted by the Design Review Board. No Development of a Development Parcel shall be undertaken and no Improvement shall be placed, erected, constructed or installed on the Property by any Developer or Owner, no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer, other building company, contractor or Owner shall be permitted, and no other changes to the exterior elevation of any existing Improvement, including changes to exterior colors, fixtures, or roof shall be made, without, until and unless the Developer, builder, contractor or Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Master Declaration. Improvements, additions and modifications to structures and/or alterations to natural or permitted improved site conditions, including landscaping and tree removal, after the original site construction has been completed as approved by the Design Review Board, shall be subject to the prior written approval of the Design Review Board.

B. Modifications. No Person shall construct any Improvement on the Property, 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 approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Documents, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and the Development and Architectural Documents; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best

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interest of the community and is within the spirit of the standards of the Development and Architectural Documents. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board and the Development and Architectural Documents, and separate approval therefore by the Design Review Board is not required. In addition, the Design Review Board shall have the right, upon review of submitted standard building plans from the individual Development Phase Developers, to pre-approve building plans. Upon approval by the Design Review Board, such building plans shall be deemed approved by the Design Review Board; subject, however, to the further requirement that such pre-approved building plans shall require further submissions to the Design Review Board for each use of such plans for review and approval by the Design Review Board of proposed construction materials, exterior colors, lot orientation, lot setbacks and landscaping.

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Jerome Village and shall be the sole and exclusive authority for interpretation of the Development and Architectural Documents, subject to the provisions of Article V Paragraph G hereof.

F. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, condominium development approval, construction permit, building permit or variance pertaining to any Improvements to be developed, constructed or installed within Jerome Village unless and until the Design Review Board has endorsed its written approval thereon.

G. Amendments, Modifications and Amplifications of Development and Architectural Documents. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to amend, modify and amplify the Development and Architectural Documents, subject to the terms and conditions of the zoning and governmental approvals pertaining to Jerome Village. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Documents.



H. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

I. Liability Relating to Approvals. Neither the Master Developer, the Master Association, the Master Association Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve the same. Every Person and Parcel Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Parcel Owner shall be responsible for ensuring that any Improvements constructed on their Parcel comply with any zoning ordinances and any easements, covenants and conditions of record.

J. Green Concept Development. Jerome Village is a "Green Concept Development", meaning key natural features will be identified and preserved within the Common Property. Storm water for Jerome Village will be handled through low impact designated drainage systems with extensive use of bio-swales, thus insuring rainwater will be returned to the aquifer. Major wetlands will be maintained and created to purify water and create wildlife habitat. The Master Developer, the Design Review Board and the Master Association shall each have enforcement rights hereunder to preserve and protect all bio-swales, wetlands and drainage systems installed with Jerome Village.

K. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XIX Paragraph B hereof.

#### **ARTICLE 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, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master 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 Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master 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 except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail personnel, delivery personnel, garbage removal personnel, all similar persons, local governmental authorities and the Master Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping,

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storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property 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 Master Developer reserve or establish special easements.

F. No-Build Zones. Any areas designated on any recorded plat of Jerome Village, or in prior deed restrictions as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements.

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

#### **ARTICLE VII. THE MASTER ASSOCIATION**

A. Membership. The Master Developer and each Owner shall have a membership in the Master Association, and by acceptance of a deed to a Parcel, every Owner agrees to and acknowledges being a Member of the Master Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Parcel 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 Parcel owned. In the event an Owner consists of more than one Person, such Persons shall have one membership in the Master Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Master Association shall be set forth herein and in the Master Association's Articles of Incorporation and Bylaws, including all amendments hereto and thereto.

C. Composition of Master Association Board. At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of one (1) Director elected from each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Each Director of the Master



Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

D. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to this Master Declaration or the Master Association, except as otherwise provided herein or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Master Association shall be as set forth in the attached Exhibit E, subject to amendment as permitted therein.

#### **ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION**

A. Creation and Implementation. Prior to the development of the first Commercial Parcel (other than Commercial Parcels located in the Town Center), there shall be created as a Sub-Association of the Master Association, the Commercial Property Owners Association and the Commercial Property Declaration shall be filed against and encumber such Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel (other than Commercial Parcels located in the Town Center), the Commercial Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed, such that at all times, all Commercial Parcels (other than the Commercial Parcels located in the Town Center) shall be encumbered by the Commercial Property Declaration. At all times, the Commercial Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel 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 a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Commercial Property Owners Association shall be set forth in the Commercial Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Commercial Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Commercial Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Commercial Property Owners Association, being the Master Developer. In all Commercial Property Owners Association matters involving a vote, the Master Member of the Commercial Property Owners Association shall have one (1) vote for each Commercial Parcel of the Property (whether or not such Commercial Parcel has been transferred to a Developer or individual Commercial Parcel Owner); until such time as the Commercial Parcel Owners become voting members of the Commercial Property Owners Association, as provided in Article VIII Paragraph D.2. hereof, after which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in its role as Master Member of the Commercial Property Owners Association but shall retain voting rights only as a Commercial Parcel Owner Member to the extent applicable.

2. Commercial Parcel Owner Members. Each Owner of a Commercial Parcel (excluding Commercial Parcels in the Town Center) shall be a member of the Commercial Property Owners Association. Sub-Associations created as permitted by Article XVII Paragraph B hereof shall not be Members of the Commercial Property Owners Association. The Commercial Parcel Owner Members shall not be voting members of the Commercial Property Owners Association until the Turnover Date, at which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in the Commercial Property Owners Association in its role as Master Member and each Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Commercial Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 15,000 sq. ft. of building Improvements (or portion thereof if less than 15,000 sq. ft.).

Irrespective of whether the Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Commercial Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Commercial Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Commercial Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Commercial Property Owners Association consisting of three (3) natural persons who own or represent the owners of Commercial Parcels (other than Commercial Parcels located in the Town Center). Each Director of the Commercial Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Commercial Property Owners Association shall expire annually.

#### **ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

A. Creation and Implementation. Prior to the development of the first Residential Parcel, there shall be created as a Sub-Association of the Master Association, the Residential Property Owners Association and the Residential Property Declaration shall be filed against and encumber such Residential Parcel. Thereafter, prior to the development of any additional Residential Parcel, the Residential Property Declaration shall be amended and expanded to encumber each such Residential Parcel being developed, such that at all times, all Residential Parcels shall be encumbered by the Residential Property Declaration. At all times, the Residential Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer, each Lot or Unit Owner and each Owner of a Multi-Family Parcel shall have a membership in the Residential Property Owners Association,



and by acceptance of a deed to a Lot, Unit or Multi-Family Parcel, every Lot, Unit or Multi-Family Parcel Owner agrees to and acknowledges being a Member of the Residential Property Owners Association. Membership in the Residential Property Owners Association is a right appurtenant to and inseparable from a Lot, Unit or Multi-Family Parcel Owner's fee simple title in a Lot, Unit or Multi-Family Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot, Unit or Multi-Family Parcel 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 a Lot, Unit or Multi-Family Parcel Owner's membership. No Lot, Unit or Multi-Family Parcel Owner, whether one or more Persons, shall have more than one membership per Lot, Unit or Multi-Family Parcel owned. In the event a Lot, Unit or Multi-Family Parcel Owner consists of more than one Person, such Persons shall have one membership in the Residential Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Residential Property Owners Association shall be set forth in the Residential Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Residential Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Residential Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Residential Property Owners Association, being the Master Developer. In all Residential Property Owners Association matters involving a vote, the Master Member of the Residential Property Owners Association shall have one (1) vote for each planned residential Lot, each Unit and each Multi-Family Parcel of the Property (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a Developer or individual Lot, Unit or Multi-Family Parcel Owner); until such time as the Lot, Unit or Multi-Family Parcel Owners become voting members of the Residential Property Owners Association, as provided in Article IX Paragraph D.2. hereof, after which time, the Master Member of the Residential Property Owners Association shall no longer have any voting rights in its role as Master Member of the Residential Property Owners Association but shall retain voting rights only as a Lot, Unit or Multi-Family Parcel Owner Member to the extent applicable.

2. Lot, Unit or Multi-Family Parcel Owner Members. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Owner of a Multi-Family Parcel shall be a member of the Residential Property Owners Association. Sub-Associations created as permitted by

Article XVII hereof and Condominium Associations shall not be Members of the Residential Property Owners Association. The Lot, Unit or Multi-Family Parcel Owner Members shall not be voting members of the Residential Property Owners Association until the Turnover Date, at which time the Master Member of the Residential Property Owners Association shall no longer have any voting rights in the Residential Property Owners Association in its role as Master Member of the Residential Property Owners Association and each Lot, Unit or Multi-Family Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Residential Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Lot, Unit or Multi-Family Parcel Owner shall be determined as follows:

Each Lot Owner shall have one vote, each Unit Owner shall have one vote and the Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Lot, Unit or Multi-Family Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Residential Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Residential Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Residential Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Residential Property Owners Association consisting of three (3) natural persons who own or represent the Lot, Unit and Multi-Family Parcel Owners. Each Director of the Residential Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Residential Property Owners Association shall expire annually.

#### **ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION**

A. Creation and Implementation. Prior to development of any portions of the Town Center as a Commercial Parcel, there shall be created as a Sub-Association of the Master Association, the Town Center Property Owners Association and the Town Center Property Declaration shall be filed against and encumber such portions of the Town Center thereby

developed as a Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel in the Town Center, the Town Center Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed in the Town Center, such that at all times, all Commercial Parcels located in the Town Center shall be encumbered by the Town Center Property Declaration. At all times, the Town Center Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Town Center Commercial Parcel shall have a membership in the Town Center Property Owners Association, and by acceptance of a deed to a Town Center Commercial Parcel, every Owner of a Town Center Commercial Parcel agrees to and acknowledges being a Member of the Town Center Property Owners Association. Membership in the Town Center Property Owners Association is a right appurtenant to and inseparable from a Town Center Commercial Parcel Owner's fee simple title in a Town Center Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Town Center Commercial Parcel 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 a Town Center Commercial Parcel Owner's membership. No Town Center Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Town Center Commercial Parcel owned. In the event a Town Center Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Town Center Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Town Center Property Owners Association shall be set forth in the Town Center Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Town Center Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Town Center Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Town Center Property Owners Association, being the Master Developer. In all Town Center Property Owners Association matters involving a vote, the Master Member of the Town Center Property Owners Association shall have one (1) vote for each Town Center Commercial Parcel of the Property (whether or not such Town Center Commercial Parcel has been transferred to a Developer or individual Town Center Commercial Parcel Owner); until such time as the Town Center Commercial Parcel Owners become voting members of the Town Center Property Owners Association, as provided in Article X Paragraph D.2. hereof, after which time, the Master Member of the Town Center



Property Owners Association shall no longer have any voting rights in its role as Master Member of the Town Center Property Owners Association but shall retain voting rights only as a Town Center Commercial Parcel Owner Member to the extent applicable.

2. Town Center Commercial Parcel Owner Members. Each Owner of a Town Center Commercial Parcel shall be a member of the Town Center Property Owners Association. Sub-Associations created as permitted by Article XVII hereof shall not be Members of the Town Center Property Owners Association. The Town Center Commercial Parcel Owner Members shall not be voting members of the Town Center Property Owners Association until the Turnover Date, at which time the Master Member of the Town Center Property Owners Association shall no longer have any voting rights in the Town Center Property Owners Association in its role as Master Member and each Town Center Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Town Center Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Town Center Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Town Center Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 5,000 sq. ft. of building Improvements (or portion thereof if less than 5,000 sq. ft.).

Irrespective of whether the Town Center Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Town Center Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Town Center Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Town Center Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Town Center Property Owners Association consisting of three (3) natural persons who own or represent the Town Center Commercial Parcel Owners. Each Director of the Town Center Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the

Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

**ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION**

A. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

B. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, 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.

C. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the laws of the State and this Master Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Master Declaration, or reasonably necessary to effect any such right or privilege.

D. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each homeowners association may from time to time determine.

E. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Master Association Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property

owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

2. The Master Association may, in the Board's discretion, obtain and maintain the following insurance as an Administrative Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Master Association and all other persons handling or responsible for handling funds of the Master Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the Master Association deems necessary.

G. Condemnation. The Master 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 Master Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Association, to be held in trust or used for the benefit of the Owners.

H. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Master Association Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Master Association Board:

1. information that pertains to personnel matters;
2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other 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 Master Declaration, Bylaws or Rules of the Master Association against other Owners; and
5. information, the disclosure of which is prohibited by state or federal law.

**ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT**

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

**ARTICLE XIII. MAINTENANCE**

A. Maintenance by Association. The owner of Common Property 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. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole



benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. 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 property that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Master Declaration.

#### **ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY**

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

#### **ARTICLE XV. ADJOINING OWNER PROPERTY**

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

#### **ARTICLE XVI. COMMON PROPERTY**

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners and the Master Association, and in the case of Common Property owned by the Community Authority, the public at large; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

#### **ARTICLE XVII. SUB-ASSOCIATIONS**

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

D. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

E. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

F. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

**ARTICLE XVIII. MASTER DEVELOPER AS SOLE MASTER DEVELOPER;  
ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS**

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

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LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

#### **ARTICLE XIX. MISCELLANEOUS**

A. Term. This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Master Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Master Association Board to terminate this Master Declaration.

B. Enforcement; Waiver. This Master Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer, the Design Review Board, any Owner, the Master Association, the Master Association Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, 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 the Master Developer, the Design Review Board, the Master Association, the Master Association Board or any Owner to enforce any provision of this Master 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 Parcel, each Developer and Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Master Declaration or the Rules.

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any 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 Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Lots, Units or Multi-Family Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by the Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on such date has consented to such amendment in writing. From and after the Turnover Date, the Master Association Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, that from and after the Turnover Date, the Master Association Board shall have no right or power to modify or amend the provisions of Article XVIII hereof. The Master 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 Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such additional property is part of the Property. An amendment to this Master Declaration shall not require the joinder or consent of any Developer, the Master Association, the Master Association Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Master Association Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Master Association Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio and Delaware County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer 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

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OR 907 PG 611

limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Master Association Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master 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 the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master Association, 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. Mortgage Rights. A holder or insurer of a first mortgage upon any Parcel, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Master Declaration or the Bylaws;
2. any termination of the Master Association; and
3. any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article XI Paragraph I hereof.

G. Indemnification. The Master Association shall indemnify every Master Association Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Association Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Master Association Board members, officers and trustees of the Master Association and the members of the Design Review Board 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 Master Association Board members, officers and trustees of the Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Master Association Board members, officers or trustees may also be Members of the Master Association), and the Master Association shall indemnify and forever hold its Master Association Board members, officers and trustees 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 Master Association Board or Design Review Board member, officer or trustee, or former Master Association Board or Design Review Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Master 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 Master Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Master 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 Master Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

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*Signature page to follow.*

IN WITNESS WHEREOF, Jerome Village Company, LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: [Signature]  
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

[Signature]  
Notary Public

Stewart Title Agency  
of Columbus Box

120101153 LM



IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,  
as an Adjoining Owner

By: *[Signature]*  
Name: *Dan Stone*  
Title: *Member*

STATE OF OHIO  
COUNTY OF *Franklin* ) SS:

The foregoing instrument was acknowledged before me this *3rd* day of *February*, 2011, by *Dan Stone*, the *Member* of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

*Marcia A. McCoy*  
Notary Public **MARCIA A. McCOY**  
Notary Public  
State of Ohio  
My Commission Expires April 15, 2012

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,  
as an Adjoining Owner

*William H. Marx, Jr.*

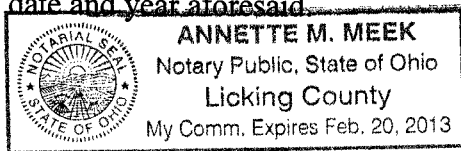
CHRISTINE S. MARX,  
as an Adjoining Owner

*Christine S. Marx*

STATE OF OHIO )  
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

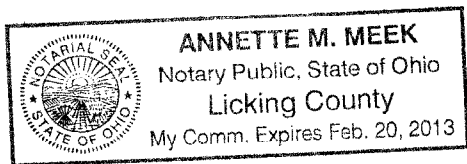


*Annette M. Meek*  
Notary Public

STATE OF OHIO )  
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



*Annette M. Meek*  
Notary Public

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,  
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,  
as an Adjoining Owner

Jennifer L. Sonnenberg

STATE OF OHIO )  
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Janice L. Gresko  
Notary Public

STATE OF OHIO )  
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Janice L. Gresko  
Notary Public

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Master Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Adjoining Owner

Barbara J Wilcox

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



CHARLES G. KAPS, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.

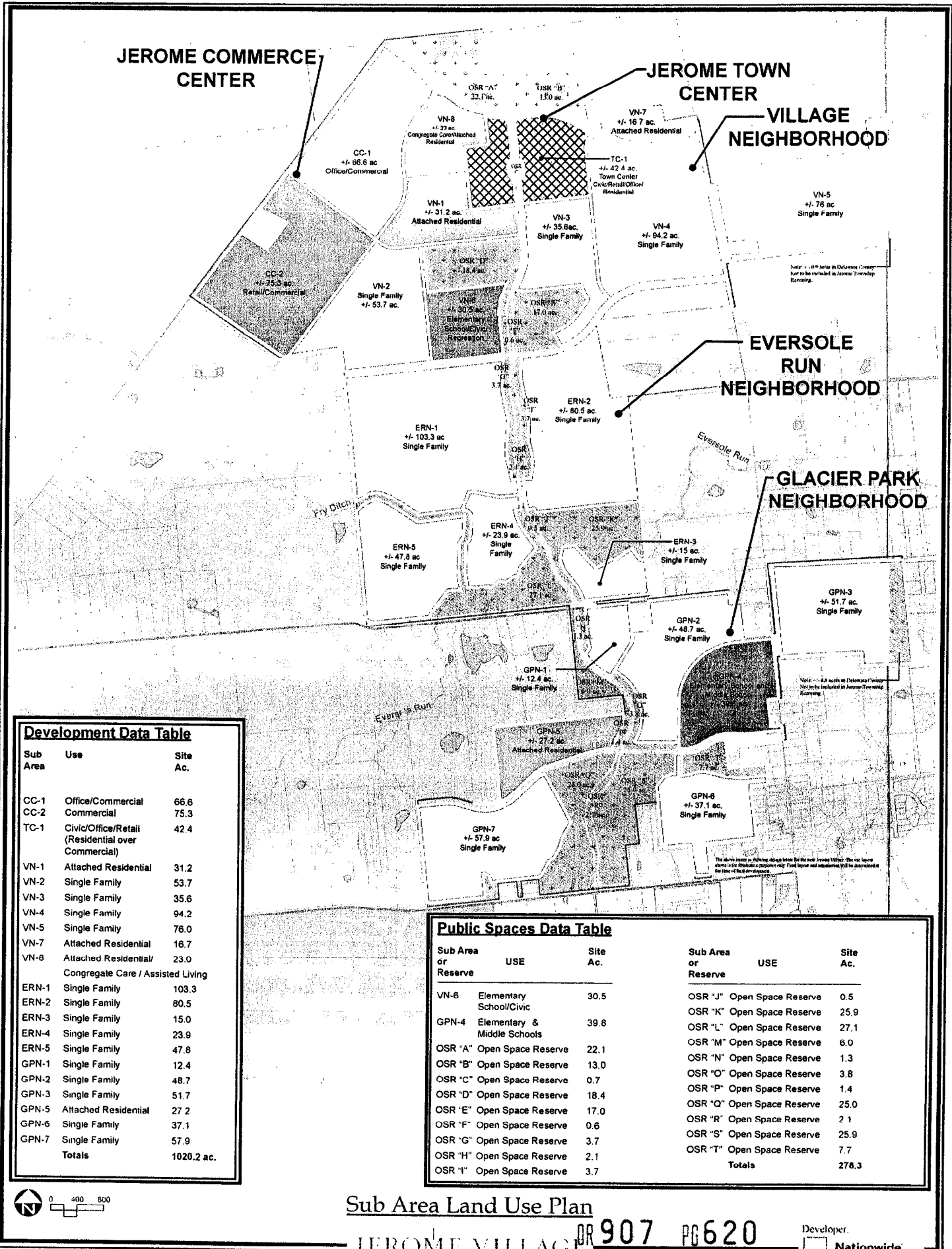
Charles G. Kaps  
Notary Public



**LIST OF EXHIBITS**

- EXHIBIT A Master Plan Area for Jerome Village
- EXHIBIT B Initial Property owned by the Declarant and the Master Developer  
Subject to this Master Declaration
- EXHIBIT C Initial Property owned by Adjoining Owners Subject to this Master  
Declaration
- EXHIBIT D Open Space Plan for Common Property
- EXHIBIT D-1 Delaware County Open Space
- EXHIBIT E Bylaws of the Master Association

**EXHIBIT A  
MASTER PLAN AREA FOR JEROME VILLAGE**

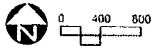


**Development Data Table**

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
<b>Totals</b>		<b>1020.2 ac.</b>

**Public Spaces Data Table**

Sub Area or Reserve	USE	Site Ac.	Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5	OSR "J"	Open Space Reserve	0.5
GPN-4	Elementary & Middle Schools	39.8	OSR "K"	Open Space Reserve	25.9
OSR "A"	Open Space Reserve	22.1	OSR "L"	Open Space Reserve	27.1
OSR "B"	Open Space Reserve	13.0	OSR "M"	Open Space Reserve	6.0
OSR "C"	Open Space Reserve	0.7	OSR "N"	Open Space Reserve	1.3
OSR "D"	Open Space Reserve	18.4	OSR "O"	Open Space Reserve	3.8
OSR "E"	Open Space Reserve	17.0	OSR "P"	Open Space Reserve	1.4
OSR "F"	Open Space Reserve	0.6	OSR "Q"	Open Space Reserve	25.0
OSR "G"	Open Space Reserve	3.7	OSR "R"	Open Space Reserve	2.1
OSR "H"	Open Space Reserve	2.1	OSR "S"	Open Space Reserve	25.9
OSR "I"	Open Space Reserve	3.7	OSR "T"	Open Space Reserve	7.7
			<b>Totals</b>		<b>276.3</b>



Sub Area Land Use Plan

JEROME VILLAGE OR 907 PG 620

Developer:  
**Nationwide Realty Investors**

Map No. 20-000000-01  
© 2000 Nationwide Realty Investors

**EXHIBIT B**  
**INITIAL PROPERTY OWNED BY THE DECLARANT AND THE**  
**MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION**

**Tract A (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract);

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 ¼" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 ¼" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

#### **Tract B (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

OR 907 PG 622



Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

**Tract F (Highland Capital Partners, LLC)**

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

OR 907 PG 623

Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

#### **Tract J (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, et al tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

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said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 ¼" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a ¾" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

**Tract C (Hufnagle)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

**Tract E (Weeks Family Limited Partnership)**

**Parcel 1**

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

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653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14' 19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a 3/4 inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a 3/4 inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

**Parcel 2**

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

**Tract H (Yerke)**

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

**Tract L (Highland Capital Partners, LLC)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

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Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Friday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Friday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

**Tracts N & R**  
**Parcel 1 (Miller)**

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Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North  $11^{\circ} 14' 40''$  West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South  $83^{\circ} 43' 01''$  West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South  $83^{\circ} 06' 35''$  West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North  $06^{\circ} 15' 42''$  West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North  $83^{\circ} 35' 44''$  East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South  $11^{\circ} 13' 29''$  East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North  $83^{\circ} 19' 38''$  East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South  $11^{\circ} 14' 40''$  East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North  $11^{\circ} 15' 03''$  West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South  $83^{\circ} 43' 01''$  West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

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Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

**Parcel 2 (Bonta)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christopher Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

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Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

**Tract O (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 1/2" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 1/4" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 1/4" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 1/4" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off 3/4" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

**Tract P (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

OR 907 PG 632

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

#### **Tract Q (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 633

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a 3/4 inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

**Tract T (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

OR 907 PG 634



Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a 3/4 inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

**Tract U (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a 3/4 inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

OR 907 PG 635

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

**Tract V (Newman)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

**Tract W (Mechenbier)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

OR 907 PG 636

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a 3/4 inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

**Tract X (Fry)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a 3/4 inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a 3/4 inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a 3/4 inch diameter iron pipe found at 33.04 feet) to a 3/4 inch diameter iron pipe found;

OR 907 PG 637

Thence South  $83^{\circ} 57' 41''$  West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

**Tract Y**

**Parcel 1 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North  $83^{\circ} 21' 07''$  East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGINNING;

Thence North  $06^{\circ} 46' 09''$  West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North  $83^{\circ} 06' 35''$  East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South  $11^{\circ} 20' 11''$  East a distance of 891.26 feet to a 1/2 inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South  $83^{\circ} 40' 24''$  West a distance of 1105.10 feet (passing a 3/4 inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South  $83^{\circ} 21' 07''$  West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

**Parcel 2 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North  $06^{\circ} 25' 30''$  West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 638



Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

**Parcel 3 (Weeks)**

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

**Tract AA (Johnston)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32" East a distance of 1391.26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

**Tract DD (Henderlong)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

OR 907 PG 640

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

**Tract FF (Select Sires)**

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

**Tract KK (Williams)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

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Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a 3/4 inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

#### **Tract United Methodist Church**

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

#### **Former Barbara Wilcox, Trustee Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

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Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294. Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

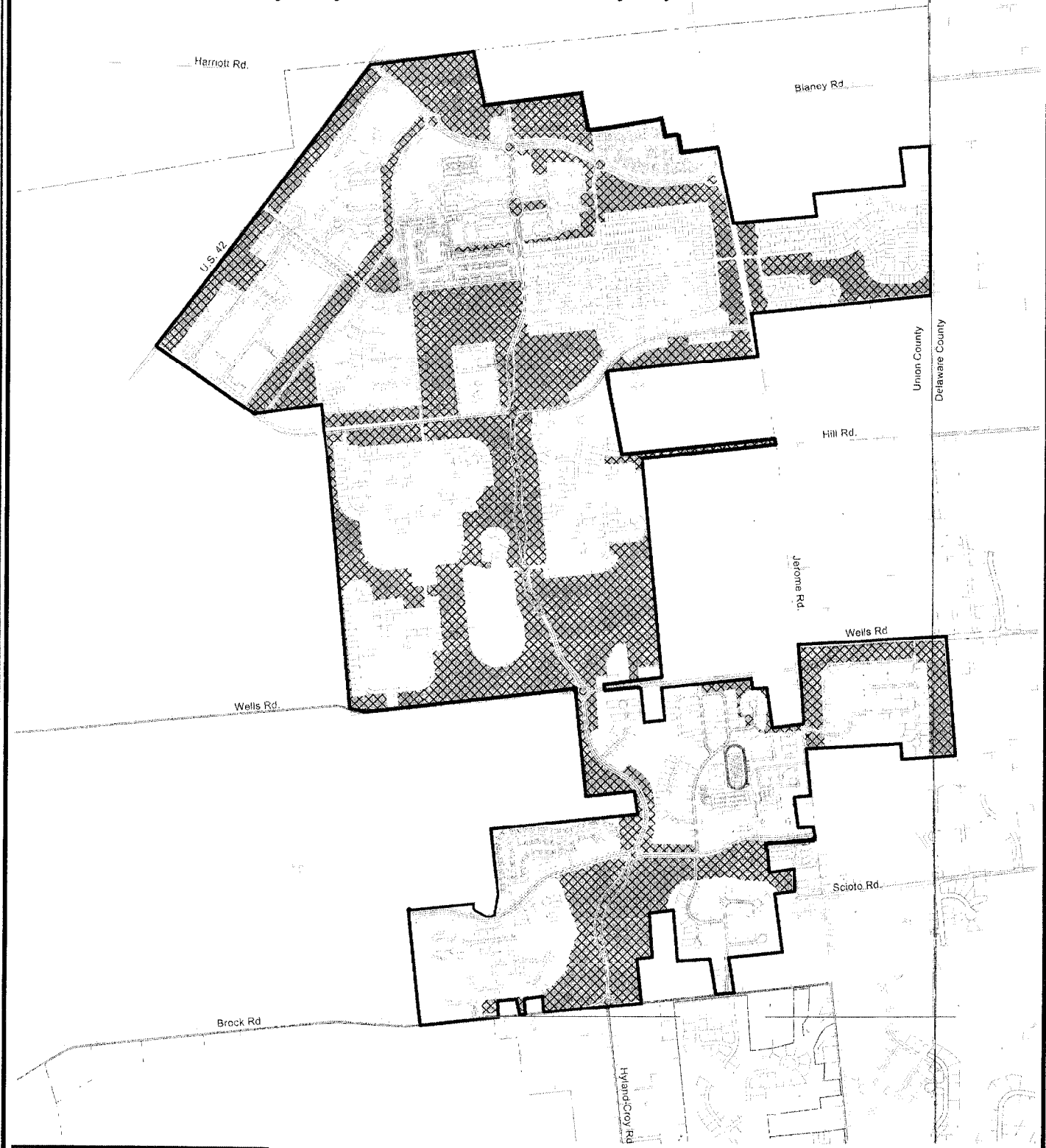
Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;


Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

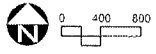
OR 907 PG 643

EXHIBIT D  
Open Space Plan for Common Property



**OPEN SPACE KEY**

 Public Open Space



Public Open Space Plan  
**JEROME VILLAGE**

Where applicable, in accordance with...

The above map or drawing shows what the site is now. Jerome Village, The City of...  
is for illustrative purposes only. Final layout and easements will be determined  
by the use of land development.

Developer  
**Nationwide Realty Investors**  
March 1, 2000

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**EXHIBIT E**

**BYLAWS  
(CODE OF REGULATIONS)  
OF  
JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC.**

**SECTION I: NAME AND LOCATION**

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the "Board") shall be as set forth herein.

**SECTION II: DEFINITIONS**

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio and the Recorder of Delaware County, Ohio.

**SECTION III: MASTER ASSOCIATION**

1. Membership in Master Association. Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Master Association. The Master Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

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be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to the Master Declaration or the Master Association, except as otherwise provided in the Master Declaration, these Bylaws or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.



12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Jerome Village Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

#### **SECTION IV: BOARD OF DIRECTORS**

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, 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. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple 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.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

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. Any written vote or approval shall be filed with the minutes of the meetings of the Board.

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws 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 or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Administrative Expenses as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

(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). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

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

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common



receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

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

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. 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 either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws 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 or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

#### **SECTION V: OFFICERS**

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or by law, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

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 when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the Master Association.

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

#### **SECTION VI: COMMITTEES**

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

#### **SECTION VII: BOOKS AND RECORDS**

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, 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; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

#### **SECTION VIII: FISCAL YEAR**

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

## SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Jerome Village Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

## SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in



which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

- (a). Property insurance on the Common Property;
- (b). Liability insurance pertaining to the Common Property;
- (c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

#### **SECTION XI: AMENDMENTS**

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder and the Delaware County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the \_\_\_ day of \_\_\_\_\_, 2011.

JEROME VILLAGE COMPANY, LLC, an  
Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its  
member and manager

By: \_\_\_\_\_  
Brian J. Ellis, President and Chief  
Operating Officer

**Former John Andrews Trustee Tract (I)**

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKittrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

**Former John Andrews Trustee Tract (II)**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

OR 907 PG 658

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605.86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

#### **Former William Henry Andrews Tract**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blancy Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing



an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South  $00^{\circ} 26' 33''$  East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South  $84^{\circ} 11' 51''$  West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North  $11^{\circ} 15' 03''$  West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North  $84^{\circ} 11' 52''$  East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North  $11^{\circ} 15' 03''$  West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South  $84^{\circ} 11' 52''$  West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North  $11^{\circ} 15' 03''$  West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

#### **Former George Edward and Rebecca Andrews Tract**

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South  $11^{\circ} 15' 03''$  East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North  $84^{\circ} 12' 06''$  East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South  $00^{\circ} 26' 33''$  East a distance of 454.81 feet to an iron pin set;

OR 907 PG 660

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South  $84^{\circ} 11' 55''$  West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North  $11^{\circ} 15' 03''$  West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

**Tract Hjelm**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South  $83^{\circ} 50' 14''$  West a distance of 1363.80 feet to a survey nail found;

Thence North  $06^{\circ} 03' 56''$  West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South  $83^{\circ} 51' 24''$  West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North  $06^{\circ} 10' 56''$  West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a 3/4 inch diameter iron pipe found;

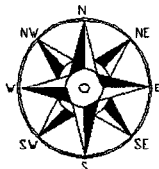
Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North  $05^{\circ} 55' 44''$  West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North  $84^{\circ} 10' 31''$  East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South  $84^{\circ} 52' 29''$  East for a distance of 226.04 feet, and a delta angle of  $21^{\circ} 54' 00''$  to a 5/8 inch diameter iron pin found;

Thence South  $73^{\circ} 55' 29''$  East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South  $06^{\circ} 00' 55''$  East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.



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**BENCHMARK**  
**SURVEYING & MAPPING COMPANY, INC.**  
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

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**DESCRIPTION OF 0.478 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

**Commencing** at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

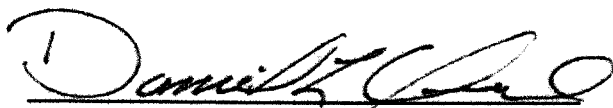
OR 907 PG 663

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

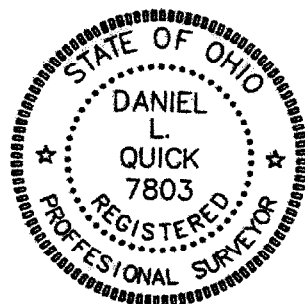
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S.7803  
Benchmark Surveying and Mapping Co.

January 11, 2011

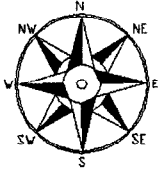
Date  
Rev: 2/5/11



*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 664





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**BENCHMARK**  
**SURVEYING & MAPPING COMPANY, INC.**  
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

**DESCRIPTION OF 1.342 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South  $83^{\circ} 50' 14''$  West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North  $06^{\circ} 00' 55''$  West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South  $83^{\circ} 50' 14''$  West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of  $15^{\circ} 54' 56''$ , a chord bearing North  $88^{\circ} 12' 18''$  West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North  $06^{\circ} 03' 56''$  West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North  $06^{\circ} 00' 55''$  West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South  $73^{\circ} 55' 29''$  East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

OR 907 PG 665

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for an **arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

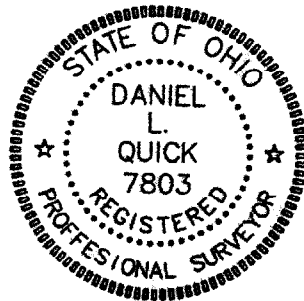
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S. 7803  
Benchmark Surveying and Mapping Co.

January 11, 2011

Date  
Rev: 2/4/11



*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 666

**EXHIBIT C**  
**INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION**

**Wilcox Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05°17'33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

**Less and Except**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North  $06^{\circ} 11' 31''$  West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South  $83^{\circ} 48' 29''$  West a distance of 204.84 feet to an iron pin set;

Thence South  $06^{\circ} 11' 31''$  East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South  $83^{\circ} 48' 29''$  West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South  $05^{\circ} 17' 33''$  East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North  $83^{\circ} 48' 29''$  East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North  $06^{\circ} 11' 31''$  West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North  $83^{\circ} 48' 29''$  East a distance of 204.84 feet to an iron pin set;

Thence South  $06^{\circ} 11' 31''$  East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South  $83^{\circ} 48' 29''$  West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

JAS

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUIDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS



WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY  
TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE BASEMENT FOR UTILITIES AS MORE PARTICULARLY SET  
FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

OR 907 PG 670

Max

EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750); and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helan L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

**Sonnenberg Tract 1**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 29" West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South 83° 48' 29" West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 59' 32" West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of 90° 14' 54", and a chord bearing South 51° 06' 59" East a distance of 403.92 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.



**16.109 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

**COMMENCING** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the **TRUE POINT OF BEGINNING**;

Thence **North 84° 24' 03" West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59" West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27" West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51" West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17" West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwest corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;



Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the **TRUE POINT OF BEGINNING** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

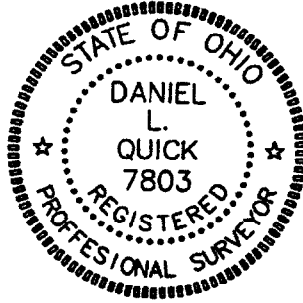
*The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.*

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803  
 Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date





**19.130 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

**COMMENCING** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the **TRUE POINT OF BEGINNING**;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;



# BENCHMARK SURVEYING & MAPPING CO.

70 S. Liberty Street  
Voice 614-880-1281

Suite 102

Powell, Ohio 43065  
Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.  
DAN QUICK, P.S., L.S.

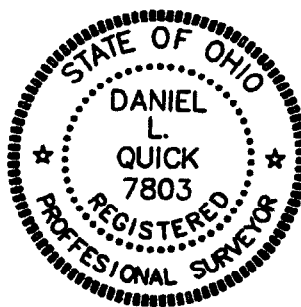
Thence along the grantors easterly line and the westerly line of said 7.637 acre tract South 06° 03' 50" East a distance of 583.24 feet (passing an iron pin set at 553.24 feet) to the **TRUE POINT OF BEGINNING** and containing 19.130 acres, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S. 7803  
Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date  
Revised: Mar. 20, 2009

TERESA L. MARKHAM  
RECORDER, UNION CO., OHIO

2011 MAR 29 PM 12:34

392.<sup>00</sup>

~~TRANSFER NOT NECESSARY~~

~~JAN 11 2011~~

~~*Andrea L. Weaver*  
ANDREA L. WEAVER, AUDITOR  
BY *T. J. North*~~

TRANSFER NOT NECESSARY

376342

MAR 29 2011

*Andrea L. Weaver*  
ANDREA L. WEAVER, AUDITOR  
BY *T. J. North*

# JEROME VILLAGE

---

Jerome Township, Union County, Ohio

## RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:  
Kephart Fisher LLC  
207 N. Fourth Street  
Columbus, Ohio 43215  
David W. Fisher, Esq.

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**EXHIBIT A** Master Plan Area for Jerome Village

**EXHIBIT B** Initial Property owned by Declarant Subject to this Declaration

**EXHIBIT C** Bylaws of Residential Property Owners Association

# JEROME VILLAGE

**Jerome Township, Union County, Ohio**

## **RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS**

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "Declaration") is made on or as of this 24<sup>th</sup> day of March, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer"). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

### STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain adjoining land owners, and real property planned and zoned by the Master Developer for certain adjoining land owners.

C. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

D. The Master Developer and certain adjoining land owners have previously filed of record a Master Deed Declaration, Restriction and Bylaws dated as of December 1, 2010 and recorded on February 23, 2011 as Official Record 907, Page 572, Union County Recorder's Office and as Official Record 1031, Page 1815, Delaware County Recorder's Office (the "Master Declaration"). This Declaration shall at all times be subject and subordinate to the Master Declaration.

E. As provided for in the Master Declaration, the Master Developer deems it desirable to establish a residential property owners sub-association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Jerome Village for, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential subareas and condominium regimes created within Jerome Village, and for the purposes of addressing conditions and circumstances unique to individual residential subareas and condominium regimes created within Jerome Village.

F. To further the residential development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that the real property described on the attached EXHIBIT B hereto, together with all other Residential Parcels subjected to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

G. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Master Declaration all others claiming under or through them, as well as the Master Developer and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently

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constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

### **ARTICLE I. APPLICABILITY**

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Jerome Village described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Master Developer reserves the right, but not the obligation, subject additional Residential Parcels located within or adjacent to Jerome Village to this Declaration.

The Master Developer hereby declares that all Residential Parcels located in Jerome Village encumbered by this Declaration are a "planned community", subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Jerome Village encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Jerome Village encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

### **ARTICLE II. DEFINITIONS**

All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Master Declaration. In addition to the words and terms defined in the Master Declaration or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Annual Assessment" - the amount to be paid to the RPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

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

C. "Common Expenses" - all expenses incurred by the RPO Association in connection with its ownership, lease and/or maintenance of the Residential Common Property, maintenance of property other than Residential Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Residential Common Property, utilities for the

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Residential Common Property or consumed in furtherance of the RPO Association's duties and obligations, and all costs and expenses incurred by the RPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, Administrative Expenses of the Master Association, as defined and provided in the Master Declaration.

D. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article VIII hereof.

E. "Condominium" or "Condominium Parcel" - the portions of Residential Parcels designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Condominium Parcel and their respective undivided interests in related common elements are referred to as Units. Condominium and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments), or condominium regimes designed solely for condominium ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

F. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

G. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under the Master Declaration by a written instrument.

H. "Design Review Board" - the Design Review Board created, governed and operated under the Master Declaration.

I. "Directors" - those natural Persons appointed or elected to the RPO Board of the RPO Association as provided in Article IV Paragraph E hereof and the RPO Bylaws of the RPO Association.

J. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of the Master Declaration and this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel,



Commercial Parcel, the Residential Common Property, and any Property dedicated for public use.

K. "Master Declaration" – The Master Declaration as defined in Preamble D of this Declaration.

L. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Declaration by a written instrument, as further provided in Article XVIII of the Master Declaration.

M. "Member" – any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

N. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided within Jerome Village on which residential apartment units are to be developed and constructed, other than Condominium Units.

O. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the RPO Association and establishing reserves for capital expenditures thereof.

P. "Parcel Assessment" - an assessment that the RPO Board may levy against one or more Residential Parcels to reimburse the RPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Design Review Board pursuant to Article V of the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the RPO Board.

Q. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

R. "Residential Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Jerome Village to be owned and/or maintained by the RPO Association or an RPO Sub-Association. Residential Common Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the RPO Association is responsible under the terms of the Master Declaration or this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the RPO Association is bound.

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S. "Residential Development Phase" – a subdivided portion of Jerome Village, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

T. "Residential Parcel" – means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

U. "Residential Property" – all portions of Jerome Village that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels (including those located within the Town Center).

V. "Residential Property Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Master Developer.

W. "Residential Property Owners Association" or "RPO Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Residential Common Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

X. "RPO Articles" and "RPO Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the RPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

Y. "RPO Board" - the board of directors or other management body of the RPO Association.

Z. "RPO Bylaws" - the Bylaws of Jerome Village Residential Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the RPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

AA. "RPO Developer" - a person or entity to whom a Residential Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

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BB. "RPO Manager"- a Person retained by the RPO Board to assist in the management of the RPO Association.

CC. "RPO Rules"- the rules and regulations governing use, occupancy and appearance of the Residential Property and the Residential Common Property, as may be established by the RPO Board from time to time.

DD. "RPO Sub-Association" - Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

EE. "RPO Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the RPO Association.

FF. "Special Assessment" -an assessment levied by the RPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

GG. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

HH. "Town Center" – that area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

II. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

### ARTICLE III. GOALS

The restrictions, conditions, covenants, obligations and charges contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;

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B. Promotion of the health, safety and welfare of all Residential Property Owners and residents of the Residential Property portions of Jerome Village;

C. Preservation, beautification and maintenance of the Residential Property portions of Jerome Village; and

D. Establishment of requirements for the use of the Residential Property portions of Jerome Village.

E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Jerome Village.

F. To provide for mandatory membership of all Residential Property Owners in the RPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

#### **ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

A. Creation. There is hereby created as a Sub-Association of the Master Association, the RPO Association. At all times, the RPO Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Residential Property Owner shall have a membership in the RPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the RPO Association. Membership in the RPO Association is a right appurtenant to and inseparable from a Residential Property Owner's fee simple title in a Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel 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 a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the RPO Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the RPO Association shall be set forth in the RPO Association's Articles of Incorporation and RPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership. The Membership of the RPO Association shall be divided into two (2) classes, having the rights and obligations herein described:

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1. Master Member. There shall be one (1) Master Member of the RPO Association, being the Master Developer. In all RPO Association matters involving a vote, the Master Member of the RPO Association shall have one (1) vote for each planned residential Lot, each planned Unit and each planned Multi-Family Parcel of the Property then encumbered by this Declaration (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a RPO Developer or individual Residential Property Owner); until such time as Residential Property Owners become voting members of the RPO Association, as provided in Article IV Paragraph D.2. hereof, after which time, the Master Member of the RPO Association shall no longer have any voting rights in its role as Master Member of the RPO Association but shall retain voting rights only as a Member to the extent applicable.

2. Residential Property Owner Members. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Condominium and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the RPO Association. RPO Sub-Associations created as permitted by Article X hereof and Condominium Associations shall not be Members of the RPO Association. The Members shall not be voting members of the Residential Property Owners Association until the RPO Turnover Date, at which time the Master Member of the RPO Association shall no longer have any voting rights in the RPO Association in its role as Master Member of the RPO Association and each Residential Property Owner (including the Master Developer, if applicable) shall be entitled to vote on RPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for in the Master Declaration and herein.

E. Composition of Board. At all times, the RPO Association shall be comprised of three (3) Directors. Until the RPO Turnover Date, all Directors of the RPO Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the RPO Association and the Town Center Property Owners Association. On the RPO Turnover Date, all Directors of the RPO Association appointed by the Master Developer shall resign and a new RPO Board shall be constituted for the RPO Association consisting of three (3) natural persons who own or represent the Residential Property Owners. Each Director of the RPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the



Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the RPO Turnover Date, the term of one third (1/3) of all Directors of the RPO Association shall expire annually.

F. Bylaws. The initial RPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

#### **ARTICLE V. RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

A. Residential Common Property. The Master Developer may, from time to time, at the Master Developer's option, convey to the RPO Association, for the use and benefit of the RPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Residential Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The RPO Association shall accept title to any interest in any real or personal property transferred to it by the Master Developer, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Master Developer. The RPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the RPO Association, and for the payment of the costs of using and maintaining the same. The RPO Association shall be obligated to keep all Residential Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of the Master Declaration.

B. Personal Property and Real Property for Common Use. The RPO 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 the Master Developer, and may separately obligate itself for the maintenance obligations of property not owned by the RPO Association (i.e. the RPO Association may accept maintenance responsibilities for open spaces within Jerome Village which are owned by a state, county, city, village, township, or the Community Authority).

C. Rules and Regulations. The RPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with the Master Declaration, this Declaration and the Governing Documents. The RPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments,

and (ii) suspension of the right to use the Residential Common Property. In addition, the RPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the RPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the RPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

D. Implied Rights. The RPO Association may exercise any other right or privilege given to it expressly by the laws of the State, the Master Declaration or 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.

E. Joint Use and Cost-Sharing Agreements. The RPO Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, the Master Association and/or Sub-Associations (including, but not limited to RPO Sub-Associations), whereby: (i) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Residential Common Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the RPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent. The RPO Association may retain and employ an RPO Manager, which may be the Master Developer, a RPO Developer or an independent third-party, and may delegate to the RPO Manager such duties as the RPO Board might otherwise be authorized or obligated to perform. The compensation of the RPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The RPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Residential Common Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.

2. The RPO Association may, in the RPO Board's discretion, obtain and maintain the following insurance as a Common Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the RPO Association and all other persons handling or responsible for handling funds of the RPO Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the RPO Association deems necessary.

3. In the event of damage or destruction of any portion of the Residential Common Property, the RPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the RPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

H. Condemnation. The RPO Association shall represent the Residential Property Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Residential Common Property, or any portion thereof. Each Residential Property Owner hereby appoints the RPO Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the RPO Association, to be held in trust or used for the benefit of the Residential Property Owners.

I. Books, Records. Upon reasonable request of any Member, the RPO Association shall be required to make available for inspection all books, records and financial statements of the RPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the RPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the RPO Board.

## ARTICLE VI. ASSESSMENTS

A. Operating and Reserve Funds. The RPO Association shall establish an Operating Fund for financing the administration, governance and operation of the RPO Association, for paying Administrative Expenses due the Master Association, necessary costs and expenses of operating the RPO Association and replacing, repairing and maintaining the Residential Common Property. The RPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Residential Owners shall have no right to waive the annual reserve requirement established by the RPO Board.

B. Types of Assessments. Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the RPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Residential Common Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments. The RPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the RPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the RPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The RPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the RPO Rules. Notwithstanding the foregoing to the contrary, if the Master Developer or a RPO Developer (with the consent of the Master Developer) owns any Residential Development Phase or any Residential Parcel, the Master Developer and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the RPO Association. Such right may be shared with and among the Master Developer and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments. The RPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments. The RPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the RPO Association for costs incurred on behalf of

the specific Residential Parcel assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents or the Design Review Board pursuant to the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the RPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the RPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment. The RPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the RPO Board against any Residential Property Owner who violates the RPO Rules, the Governing Documents or any provision of the Master Declaration or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such RPO Rules, the Governing Documents or any provisions of the Master Declaration or this Declaration. Any written notice provided by the RPO Board to a Residential Property Owner that the RPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the RPO Board by delivering to the RPO Board a written notice not later than ten (10) days after receiving a written notice from the RPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the RPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board or the RPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the RPO Manager as determined from time to time by the RPO Board.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Residential Property Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The RPO Board may authorize the RPO Association to institute an action at law on behalf of the RPO Association against the Residential Property Owner(s)



personally obligated to pay any delinquent assessment. The RPO Manager shall be authorized to commence such an action only with the advice and consent of the RPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the RPO Association's lien against that property for any delinquent Assessment, nor prohibit the RPO Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the RPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the RPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the RPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, 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 or authorized agent (including the RPO Manager) of the RPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the RPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier 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.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the RPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

5. Contested Lien. Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the RPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, 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 and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The RPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the RPO Association, setting forth whether the Assessments on a specified Residential Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the RPO Association.

H. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon RPO Association matters and privileges to use the Residential Common Property, and to vote, as a Member of the RPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments. The RPO Association may assign its rights to Assessments or the future income from Assessments.

## ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The RPO Association shall maintain and keep in good repair the Residential Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Residential Common Property and all personal property used in connection with the operation of the Residential Common Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and

related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner. Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. 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 property that, if omitted, would adversely affect the safety and usefulness of the Residential Common Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Residential Common Property in accordance with the RPO Rules and the requirements set forth in the Master Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Residential Property Owners Association to Maintain Property. If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the RPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Residential Common Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Residential Common Property or to comply with the RPO Rules or the terms of the Master Declaration or this Declaration, then the RPO Board may authorize its employees or agents or the RPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D hereof at any reasonable time to complete the necessary maintenance and the RPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the RPO Association and (ii) the RPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Condominium Parcels and Multi-Family Parcels, for the purpose of performing the RPO Association's rights or obligations set forth in this Declaration. The RPO Association and the RPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the RPO Rules, or to maintain, repair, and replace the Residential Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Residential Common Property By Owner or Occupant. If the Residential Common Property is damaged by any Residential Property Owner or occupant,

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his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association are each hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Residential Common Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

#### **ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY**

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

#### **ARTICLE IX. RESIDENTIAL COMMON PROPERTY**

A. Ownership Operation of Common Property. All Residential Common Property as delineated on any subdivision plat of the Residential Property shall be and remain Residential Common Property in perpetuity and shall not be developed or used for any purpose other than as Residential Common Property for the benefit of all Residential Property Owners, the Master Association, and the RPO Association and in the case of Residential Common Property owned by the Community Authority, the public at large; provided, however, that any Residential Common Property located on discrete and distinct Residential Development Phases owned by the RPO Association or an RPO Sub-Association and designated as Residential Common Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Residential Common Property. The RPO Association may convey any fee interest or any security interest in any portion of the Residential Common Property, unless such Residential Common Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

#### **ARTICLE X. SUB-ASSOCIATIONS**

A. RPO Sub-Association in Residential Areas. RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration and the Master

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Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations. All RPO Sub-Associations shall be subject and subordinate to the Master Declaration and this Declaration and at all times shall comply with all terms and conditions of the Master Declaration, this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents. All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the RPO Turnover Date, and after the RPO Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with the Master Declaration, this Declaration, and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations. RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub-Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments. As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the RPO Board.

#### **ARTICLE XI. MISCELLANEOUS**

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the RPO Association, with the Master Developer's consent (if occurring prior to the RPO Turnover Date), to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer (if occurring prior to the RPO Turnover Date), any Residential Property Owner, the Master Association Board, the RPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, 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

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limitation reasonable attorneys' fees). Failure of Master Developer, the Master Association Board, the RPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the RPO 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 Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the RPO Rules.

C. Amendments. The Master Developer may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property 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 Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the RPO Turnover Date, the RPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Master 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 Residential Property. An amendment to this Master Declaration shall not require the joinder or consent of any RPO Developer, the Master Association, the Master Association Board, the RPO Association, the RPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Master Developer prior to the RPO Turnover Date, and thereafter by the RPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached RPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the RPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Mortgage Rights. A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the RPO Association (which request shall state the name and

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address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Declaration or the RPO Bylaws;
2. any termination of the RPO Association; and
3. any default under this Declaration which gives rise to a cause of action by the RPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the RPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification. The RPO Association shall indemnify every RPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the RPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The RPO Board members, officers and trustees of the RPO Association 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 RPO Board members, officers and trustees of the RPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the RPO Association (except to the extent that such RPO Board members, officers or trustees may also be Members of the RPO Association), and the RPO Association shall indemnify and forever hold its RPO Board members, officers and trustees 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 RPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

F. 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.

G. 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.

H. Notices. Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Residential Property Owner of the property as shown by the records of the RPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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*Signature page to follow.*

**Stewart Title Agency  
of Columbus Box**

IN WITNESS WHEREOF, Jerome Village Company, LLC, as Declarant and Master Developer, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By:   
Brian J. Ellis, President and Chief Operating Officer

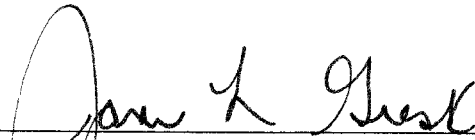
STATE OF OHIO                    )  
COUNTY OF FRANKLIN    ) SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



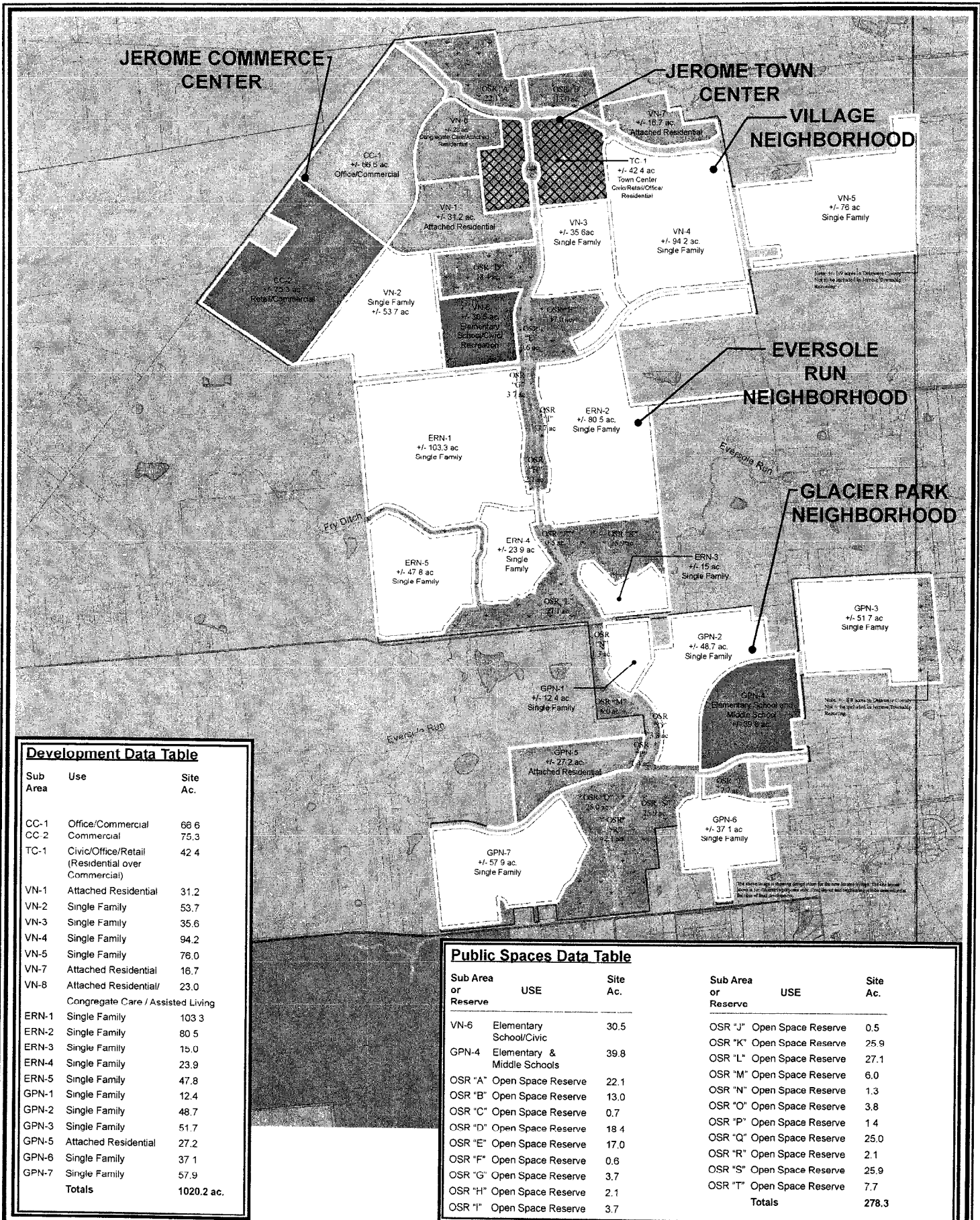
JANICE L. GRESKO  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

  
Notary Public

**LIST OF EXHIBITS**

- EXHIBIT A                    Master Plan Area for Jerome Village
- EXHIBIT B                    Initial Property owned by Declarant Subject to this Declaration
- EXHIBIT C                    Bylaws of Residential Property Owners Association



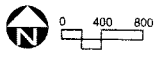


**Development Data Table**

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
<b>Totals</b>		<b>1020.2 ac.</b>

**Public Spaces Data Table**

Sub Area or Reserve	USE	Site Ac.	Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5	OSR "J"	Open Space Reserve	0.5
GPN-4	Elementary & Middle Schools	39.8	OSR "K"	Open Space Reserve	25.9
OSR "A"	Open Space Reserve	22.1	OSR "L"	Open Space Reserve	27.1
OSR "B"	Open Space Reserve	13.0	OSR "M"	Open Space Reserve	6.0
OSR "C"	Open Space Reserve	0.7	OSR "N"	Open Space Reserve	1.3
OSR "D"	Open Space Reserve	18.4	OSR "O"	Open Space Reserve	3.8
OSR "E"	Open Space Reserve	17.0	OSR "P"	Open Space Reserve	1.4
OSR "F"	Open Space Reserve	0.6	OSR "Q"	Open Space Reserve	25.0
OSR "G"	Open Space Reserve	3.7	OSR "R"	Open Space Reserve	2.1
OSR "H"	Open Space Reserve	2.1	OSR "S"	Open Space Reserve	25.9
OSR "I"	Open Space Reserve	3.7	OSR "T"	Open Space Reserve	7.7
			<b>Totals</b>		<b>278.3</b>



Sub Area Land Use Plan  
**JEROME VILLAGE** OR 911 PG 950

Where life is in balance.

Developer:  
**Nationwide Realty Investors**

March 13, 2007  
 Approved by the Jerome District  
 zoning Board at Meeting ID 2007

**EXHIBIT B**  
**INITIAL PROPERTY OWNED BY DECLARANT**  
**SUBJECT TO THIS DECLARATION**

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

Being Lot Numbers One (1) through Forty-Four (44) of Glacier Park Neighborhood Section 7 – Phase 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 283, Recorder's Office, Union County, Ohio.

OR 911 PG 951

**EXHIBIT C**

**BYLAWS  
(CODE OF REGULATIONS)  
OF**

**JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

**SECTION I. NAME AND LOCATION**

The name of the Residential Property Owners Association is Jerome Village Residential Property Owners Association, Inc. (the "Residential Property Owners Association" or "RPO Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312, as amended (to the extent applicable) as the Residential Property Owners Association for a master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the RPO Association shall be as set forth in the Articles of Incorporation for the RPO Association (the "RPO Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Residential Property Owners Master Association (the "RPO Board") shall be as set forth herein.

**SECTION II. DEFINITIONS**

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Residential Property Owners Deed Declaration, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio, as required by Ohio Revised Code Chapter 5312, as amended.

**SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

1. Membership in RPO Association. There shall be two (2) classes of membership in the RPO Association, being the Master Member and the Residential Property Owner Members, as further defined and provided in Article IV, Paragraph D of the Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of RPO Association. The RPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the RPO Association as Master Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Master Member of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant, as Master Member, of its exclusive voting rights (the "RPO Turnover

Date”). Until the RPO Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the RPO Board.

4. RPO Association. The RPO Association shall administer all residential portions of the Jerome Village Planned Community subject and subordinate to the rights granted under the Master Declaration of Jerome Village, and the RPO Board shall exercise all power and authority of the RPO Association. On the RPO Turnover Date, the RPO Board shall be elected by the Members, excluding the Declarant as Master Member but including the Declarant as a Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the RPO Board.

5. Annual Meetings of the RPO Association. Except prior to the RPO Turnover Date, the RPO Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the RPO Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the RPO Association. Special meetings of the RPO Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the RPO Board, or Members representing fifty percent (50%) of the voting power of the RPO Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member’s address either (a) last appearing on the books of the RPO Association or (b) last supplied by that Member to the RPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The RPO Board shall conduct all meetings of the Members, and the President of the RPO Association shall preside over the same, unless otherwise directed by the RPO Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the RPO Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for Residential Property Owners of Lots, Units, and Multi-Family Parcels. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner owning a Unit in a Condominium, and each Residential Property Owner owning a Multi-Family Parcel, shall be a Member of the RPO Association. The number

of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner determined as follows:

Each Lot shall have one vote, each Unit shall have one vote, and each Multi-Family Parcel shall have one vote.

Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any owner of a fee simple interest of a Residential Parcel may cast the entire vote with respect to that Residential Parcel on any given matter, unless that vote is contested by a co-owner of that Residential Parcel. If the owners of the fee simple interest in a Residential Parcel are unable to agree among themselves as to the vote to be cast with respect to that Residential Parcel on a particular matter, no vote shall be cast with respect to that Residential Parcel on that particular matter. The RPO Board may temporarily suspend a Residential Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the RPO Board may temporarily suspend a Residential Parcel's vote if that Residential Parcel's occupants or Members have failed to observe any term of the Master Declaration, the Declaration, these RPO Bylaws, or rules and regulations duly adopted by the RPO Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the Declaration and these RPO Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Residential Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the RPO Board otherwise in the notice of meeting. The RPO Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Residential Parcel in the Jerome Village Planned Community) in these instances:

- (a) A determination by the RPO Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, the RPO Association, or the RPO Board, or any member of the RPO Board, or any officer,



employee, committee member, or agent of the Master Association or the RPO Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the RPO Board, from the standpoint of the RPO Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the RPO Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and RPO Bylaws or by law.

#### **SECTION IV. BOARD OF DIRECTORS**

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the RPO Association to the elected Directors.

2. Successor Directors. On or about the RPO Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors (at which time control of the RPO Association shall be considered to be "turned over to the Members"). 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 new Directors shall be staggered so that the terms of at least one-third (1/3) (one in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. The initial Directors elected by the Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. As a result, at every annual meeting one (1) new Director(s) will be elected.

3. Removal. Excepting only Directors named in the RPO Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the RPO Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the RPO Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the remaining members of the RPO Board and shall

serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the RPO Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the RPO Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an owner or co-owner of a Residential Parcel, the spouse of an owner or co-owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Residential Property Owner. Further, that owner or co-owner of a Residential Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or the RPO Association or be an adverse party to the Master Association, its Board, or the RPO Association, the RPO Board, or any member of the Master Association Board or RPO Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the RPO Board, or, if the RPO Board fails to appoint a nominating committee, by the RPO Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or RPO Board, shall make as many nominations for election to the RPO Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the RPO Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions hereof and 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, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the RPO Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

8. Regular Meetings. Regular meetings of the RPO Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the RPO Board, but not less than quarterly.

9. Special Meetings. Special meetings of the RPO Board shall be held when called by the President of the RPO Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the RPO Association, after not less than three (3)

days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 13 below.

11. Attendance of Owners at Board Meetings. No Residential Property Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the RPO Board unless the RPO Board expressly authorizes that Residential Property Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and RPO Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the RPO Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

13. Electronic Communications. The RPO Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each RPO Board member can hear or read in real time and participate and respond to every other member of the RPO Board.

14. Action in Writing Without Meeting. Any action that could be taken by the RPO 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. Any written vote or approval shall be filed with the minutes of the meetings of the RPO Board.

15. Powers, Duties and Authority. The RPO Board may act in all instances on behalf of the RPO Association unless otherwise provided in the Declaration, RPO Bylaws or Ohio Revised Code Chapter 5312, as amended, and without limiting the generality of the foregoing, the RPO Board shall have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and RPO Bylaws;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to these RPO Bylaws and the Declaration;
- (c) enforce the covenants, conditions, and restrictions set forth in the Master Declaration (to the extent applicable to Residential Property) and the Declaration;
- (d) repair, maintain, and improve the Residential Common Property;
- (e) establish, enforce, levy, and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Residential Common Property and the personal conduct of Residential Property Owners, and their tenants and guests on the same;

(g) suspend the voting privileges and use of recreational facilities of an Residential Property Owner during any period in which the Residential Property Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Master Declaration, the Declaration and RPO Bylaws);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these RPO Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation management agreements and purchase agreements, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;

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

(k) borrow funds, as needed, enter into loan documents and pledge such security and rights of the RPO Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the RPO Association by law or the Declaration and these RPO Bylaws not specifically reserved to others.

16. Duties. It shall be the duty of the RPO Board, on behalf of the RPO Association, to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Residential Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Residential Property Owners, minutes of meetings of the Members and meetings of the RPO Board, and records of the names and addresses of Members;

(b) present the latest available financial statement of the RPO Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

- (c) supervise all officers, agents, and employees of the RPO Association and verify that their duties are properly performed;
- (d) prepare or cause an estimated annual budget to be prepared;
- (e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;
- (f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;
- (g) procure and maintain insurance and bonds, as provided in the Declaration and as the RPO Board deems advisable;
- (h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;
- (i) cause the restrictions created by the Master Declaration to be enforced; and
- (j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

17. Delegation of Authority; Management; Contracts. The RPO 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 either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the RPO Association is vested in Residential Property Owners other than Declarant, the contract must give the RPO Association the right to terminate it without cause and without penalty at any time after control of the RPO Association has been transferred to or assumed by the Residential Property Owners other than Declarant.

Subject to the foregoing, nothing contained in these RPO Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the RPO Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the RPO Association. In any case, no management contract or agreement by the RPO Association



executed prior to the assumption of control of the RPO Association by Residential Property Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the RPO Board pursuant to the provisions of these RPO Bylaws.

#### **SECTION V. OFFICERS**

1. Enumeration of Officers. The officers of this RPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the RPO Board may from time to time determine. No officer need be a Residential Property Owner, Member or Director of the RPO Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the RPO Association shall be appointed by the RPO Board to serve until the RPO Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The RPO Board may appoint any other officers as the affairs of the RPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the RPO Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the RPO Board. Any officer may resign at any time by giving written notice to the RPO Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the RPO Board and of the Members. Further, the Secretary shall serve notice of meetings of the RPO Board and of the Members and keep appropriate current records showing the names of Members of the RPO Association together with their addresses.

(c) Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the RPO Board directs), and disburse funds as directed by the RPO Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

## **SECTION VI. COMMITTEES**

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

## **SECTION VII. BOOKS AND RECORDS**

The books, records, and financial statements of the RPO Association, including current copies of the Declaration, RPO Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the RPO Association, for inspection by Residential Property Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Residential Parcels, pursuant to reasonable standards established from time to time by the RPO Board by rule, including, but not limited to, 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; provided, further, that the RPO Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the RPO Association shall make available to prospective purchasers current copies of the Declaration, RPO Bylaws, RPO Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after a Residential Property Owner obtains a Residential Parcel, the Residential Property Owner shall provide the RPO Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Residential Property Owner of the Residential Parcel, as well as the name, business address, and business telephone number of any person who manages the Residential Parcel as an agent of that Residential Property Owner. In addition, within thirty (30) days after a change in any of the above information, a Residential Property Owner shall notify the RPO Association, through the RPO Board, in writing of such change. When the RPO Board requests, a Residential Property Owner shall verify or update the information listed in this paragraph.

## **SECTION VIII. FISCAL YEAR**

Unless otherwise changed by the RPO Board, each fiscal year of the RPO Association shall begin on the first day of January and terminate at the end of the 31<sup>st</sup> day of December of that year, except that the first fiscal year shall begin on the date of incorporation of the RPO Association and terminate at the end of the next following 31<sup>st</sup> day of December.

## **SECTION IX. COMMON EXPENSES**

1. Costs. In accordance with the Declaration, all costs the RPO Association incurs in the administration, governance, and maintenance of the RPO Association are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Residential Parcel shall be allocated by the RPO Board as further provided in the Declaration.

3. Assessment. The RPO Board shall estimate the Common Expenses it expects the RPO Association to incur and shall assess each Residential Property Owner Assessments as further provided in the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

#### **SECTION X. ASSESSMENTS**

1. The RPO Association may assess each Residential Property Owner all Assessments set forth in the Declaration, including, but not limited to:

(a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the RPO Board incurs in collecting those Assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Residential Property Owner or occupant of a Residential Parcel or their family members, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Declaration or the rules and regulations of the RPO Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) All other costs or charges the Declaration or RPO Bylaws permit.

2. The RPO Association shall credit any amount it receives from a Residential Property Owner pursuant to this Section in the following order:

(a) To interest owed to the RPO Association;

(b) To administrative late fees or enforcement assessments owed to the RPO Association;

(c) To collection costs, attorney's fees, and paralegal fees the RPO Association incurred in collecting the assessment;

(d) To the most recent principal amounts the Residential Property Owner owes to the RPO Association for the Common Expenses chargeable against the Residential Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the RPO Board shall give the Residential Property Owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or Assessment;
- (c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

- (a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.
- (b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.
- (c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.
- (d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.
- (e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

#### **SECTION XI. LIENS ON PROPERTY**

1. The RPO Association has a lien upon the estate or interest in any Residential Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Residential Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Residential Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the RPO Board of the RPO Association. The certificate shall contain a description of the Residential Parcel, the name of the record Residential Property Owner of the Residential Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the RPO Board or other designated representative of the RPO Association.

(b) The lien is a continuing lien upon the Residential Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is 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 prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the RPO Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the RPO Association as a defendant in the action. The RPO Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Residential Parcel during the foreclosure action.

4. Following any foreclosure action, the RPO Association or an agent the RPO Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Residential Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Residential Parcel upon which the mortgagee holds the mortgage.

## **SECTION XII. INDEMNIFICATION**

1. Third Party Actions. The RPO Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other



than an action, suit or proceeding by or in the right of the RPO Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the RPO Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The RPO Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the RPO Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the RPO Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The RPO Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the RPO Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the RPO Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the RPO Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the RPO Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the RPO Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the RPO Association shall maintain all of the following to the extent reasonably available and applicable:

- (a) Property insurance on the Residential Common Property;
- (b) Liability insurance pertaining to the Residential Common Property;
- (c) Directors and officers liability insurance.

The RPO Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the RPO Association, or is or was serving at the request of the RPO Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the RPO Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

**SECTION XIII. AMENDMENTS**

Any modification or amendment of these RPO Bylaws 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 in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Residential Property Owners Association, has caused these RPO Bylaws to be duly adopted on or as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

JEROME VILLAGE COMPANY, LLC, an  
Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its  
member and manager

By: \_\_\_\_\_  
Brian J. Ellis, President and  
Chief Operating Officer

OR 911 PG 968



9777 Industrial Parkway  
Plain City, Ohio 43064  
614-873-4480

## Jerome Township Zoning Department

January 29, 2024

Bradley J. Bodenmiller, Director  
LUC Regional Planning Commission  
10820 St. Rt. 347, PO Box 219  
East Liberty, Ohio 43319

Re.: Jerome Village – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the preliminary plat known as Jerome Village – Preliminary Plat. An amendment of the Official Zoning Map, Case #PD06-110, as amended, was approved by the Board of Township Trustees to allow for development at the site. In order to allow the Zoning Department to provide LUCRPC written notice of zoning compliance prior to approval of a final plat for a particular subarea within this subdivision as required by Section 324 of the Subdivision Regulations, approval of a detailed development plan by the Zoning Commission is required for each subarea. Given that information, there is no zoning regulation on which I could base additional comments about the proposed extension to the preliminary plat.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

**Eric Snowden**  
Zoning Inspector/Planning Coordinator  
Jerome Township, Union County, Ohio



## Brad Bodenmiller

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**From:** Kyle Hoyng <khoyng@marysvilleohio.org>  
**Sent:** Friday, February 2, 2024 10:04 PM  
**To:** Brad Bodenmiller  
**Cc:** Chad Ritzler  
**Subject:** Re: Subdivision Plat Comments

Brad

Sorry about that. We didn't have any comments on the 4 applications.

Thanks and have a great weekend.

Kyle Hoyng, P.E.  
City Engineer  
City of Marysville

Sent from Gmail Mobile

On Fri, Feb 2, 2024 at 5:23 PM Brad Bodenmiller <[bradbodenmiller@lucplanning.com](mailto:bradbodenmiller@lucplanning.com)> wrote:

Did you two have comments for the four (4) subdivision plats this month? I don't remember receiving any and wanted to check.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

P.O. Box 219 | [10820 State Route 347](#) | [East Liberty, Ohio 43319](#)

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

## Brad Bodenmiller

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**From:** Joseph Grove <jgrove@unioncountyohio.gov>  
**Sent:** Monday, January 29, 2024 11:41 AM  
**To:** Brad Bodenmiller; Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick  
**Subject:** RE: Copy of Distribution Letter + Plat for Jerome Village Preliminary Plat Extension

Union Soil and Water has no further comments for **Jerome Village – Preliminary Plat Extension**.

Joseph Grove  
Urban Technician  
Union Soil & Water Conservation District  
18000 State Route 4, Suite D  
Marysville, OH 43040  
937-642-5871 x 2216  
[jgrove@unioncountyohio.gov](mailto:jgrove@unioncountyohio.gov)



please consider the environment - do you really need to print this email?

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**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Tuesday, January 23, 2024 11:59 PM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for Jerome Village Preliminary Plat Extension

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy of Jerome Village – Preliminary Plat Extension**. Because this is a Preliminary Plat Extension, paper copies of the Plat will not be redistributed. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

**Bradley Bodenmiller**  
**Director | LUC Regional Planning Commission**  
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319  
P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)



**Staff Report – Mitchell Highlands Section 3**

<b>Applicant:</b>	<p><b>Kimley-Horn</b> c/o Mike Reeves 7965 North High Street, Suite 200 Columbus, OH 43235 <a href="mailto:mike.reeves@kimley-horn.com">mike.reeves@kimley-horn.com</a></p> <p><b>Rockford Homes</b> c/o Jim Lipnos 999 Polaris Parkway Columbus, OH 43240 <a href="mailto:jlipnos@rockfordhomes.net">jlipnos@rockfordhomes.net</a></p> <p><b>CESO, Inc.</b> c/o Matt Ackroyd, PS 2800 Corporate Exchange Drive Columbus, OH 43231 <a href="mailto:matt.ackroyd@cesoinc.com">matt.ackroyd@cesoinc.com</a></p>
<b>Request:</b>	Approval of Mitchell Highlands, Section 3 – Final Plat.
<b>Location:</b>	Located northwest of the Mitchell-Dewitt Road and Industrial Parkway intersection in Jerome Township, Union County.

<b>Staff Analysis:</b>	<p>This Final Plat involves 6.315 acres of land and proposes 20 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> <li>○ 1.241 acres in right-of-way</li> <li>○ 5.074 acres in single-family residential lots</li> <li>○ 0.0 acres in open space</li> </ul> <p>Proposed utilities:</p> <ul style="list-style-type: none"> <li>○ City of Marysville public water service</li> <li>○ City of Marysville public sewer service</li> </ul> <p>Preliminary Plat:</p> <ul style="list-style-type: none"> <li>○ The original Preliminary Plat was approved in September 2016. It was extended in 2018, 2020, and 2022.</li> <li>○ The Section 1 Final Plat was approved in Oct 2017.</li> <li>○ The Section 2 Final Plat was approved in Oct 2017.</li> <li>○ The Section 6 Final Plat was approved in Oct 2021.</li> </ul>
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- The Section 4 Final Plat was approved Aug 2022.

• **Union County Engineer’s Office**

- The Engineer’s Office submitted comments in a letter dated 02-01-24. The Engineer’s Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been approved yet. The Engineer’s Office recommended denial due to the **outstanding bond**. The Engineer’s Office reserved the right to change its recommendation, should its comments be addressed prior to the LUC meetings.

Additional comments are listed below:

1. The Map room submitted mark-ups in a separate communication and those were provided to the applicant’s engineer.

• **Union County Soil & Water Conservation District**

- In an email dated 01-29-24, the District advised it had no comments.

• **Union County Health Department**

- No comments received as of 01-31-24. Standard comments from the Health Department are below:
  1. “All efforts should be made to provide a point of connection (via easements and/or service lines) 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 (SWS).”
  2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (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 at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a



private water system (PWS) and sewage treatment system (STS).”

• **City of Marysville**

- In an email dated 02-02-24, the City advised it had no comments.

• **Jerome Township**

- The Township submitted comments in a letter dated 01-24-24. The Township is **unable to confirm** whether the Plat conforms to the Detailed Development Plan because none has been approved. **Some** of the Township’s other comments are listed below and summarized for reference. (Please refer to letter for all comments.)
  1. Sheet 1: The Township requested the note labeled “Zoning” to read, “The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD16-123.”
  2. Sheet 2: The Township requested notes A and D be combined into one note. Please see the letter for the language requested by the Township. **Note: LUC staff does not recommend combining these notes, but recommends making the text changes requested.**
  3. Sheet 2: Please replace “Min. Lot Size:” with “Min. Lot Area:”.
  4. Sheet 2: Please change the label “Lot Width” to “Min. Lot Width”.
  5. Sheet 2: Please remove the term “Min.” and redesignate each note as “Front Yard Setback”, “Side Yard Setback”, and “Rear Yard Setback”.
  6. Sheet 2: The Township recommended the “Standard Deed Restrictions for Union County” be reviewed.

• **ODOT District 6**

- No comments received as of 01-31-24.

• **Union Rural Electric**

- The Township submitted comments in a letter dated 01-29-24. **Some** of the Township’s other comments are listed below and summarized for reference. (Please refer to letter for all comments.)



1. Sheet 2: An **offsite** easement is requested running adjacent to Windsor Curve from Lot 164 through Section 2’s “Reserve C” to Section 5’s Lot 81.  
**Note: LUC staff does not recommend this change because it impacts another subdivision, not included in this proposal. This would require an Amended Final Plat.**
2. Sheet 2: An easement is requested running adjacent to Windsor Curve from Lot 115 through Section 5’s “Reserve H” to Lot 82.

• **LUC Regional Planning Commission**

1. Sheet 1: A required line of text is missing in the Surveyor’s Certificate. The second paragraph should read, “All measurements are in feet and decimals of a foot. **All measurements on curves are (Chord or Arc) distances.**” Please indicate either **chord or arc** (Article 8).
2. Sheet 1: Please a line of text, found in the center of the Sheet under the signature lines. The line should read, “Filed for Record this \_\_\_\_ day of \_\_\_\_ 2024, at \_\_\_\_ **m.**”
3. Sheet 2: Please review length of C6, which is located along the C/L of Windsor Curve (§323, 6.).
4. Sheet 2: The Util Esmt in the rear corner of Lot 164 is below the Subdivision Regulations minimum of 20’. Please review and adjust (§323, 7.; §414).
5. Sheet 2: The Util Esmt in the rear of lots 153-156 is below the Subdivision Regulations minimum of 20’. Please review and adjust (§323, 7.; §414).
6. Sheet 2: The Util Esmt in the rear of lots 115 and 116 is below the Subdivision Regulations minimum of 20’. Please review and adjust (§323, 7.; §414).
7. Sheet 2: Under “Standard Deed Restrictions for Union County”:
  - Item #1 should include the word “local” and read “...in violation of applicable **local, state,** or federal regulations.”
  - Item #3 includes an error. It should read “**Owners** shall be responsible for the repair.”
  - Item #4 Item #4, Line 2 should be adjusted as “**water and sewer permits**”.
  - Item #5 includes an error. It should read, “The





**Staff Report – Mitchell Highlands Section 3**

	<p>lot owner and his successors and assigns agree to assume any and all sanitary sewer, <b>and</b> water service, <b>charges to and</b> ditch maintenance charges <b>which are established by the Union County Commissioners</b> for Mitchell Highlands Section 3.”</p> <p>8. 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.).</p> <p>9. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).</p>
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<p><b>Staff Recommendations:</b></p>	<p>Staff recommends <b>DENIAL</b> of Mitchell Highlands, Section 3 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 02-08-24 LUC meetings, certification that the Final Plat conforms with the Township’s zoning (§401; §412, 1.; §413, 2.) and confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise.</p>
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<p><b>Z&amp;S Committee Recommendations:</b></p>	<p><i>Options for action:</i></p> <ul style="list-style-type: none"> <li>○ <i>Approval</i></li> <li>○ <i>Conditional Approval (state conditions)</i></li> <li>○ <i>Denial (state reasons)</i></li> <li>○ <i>Table (if requested)</i></li> </ul>
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# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

**Note:** If mailing plats, they **must** be sent to LUC's PO Box 219. If using a service, it's your responsibility to follow-up and ensure that LUC has received your submittal. Delivery services such as UPS and Fed Ex do not generally deliver directly to LUC's office.

10820 St. Rt. 347, PO Box 219  
East Liberty, Ohio 43319  
• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Date: 1/15/2024

Section/Phase: 3 Mitchell Highlands Block \_\_\_\_\_  
Location: Union County  
Township: Jerome Military Survey: 5134  
Complete Parcel(s) Identification Number (PIN): 17-00220190000

Has a Preliminary Plat been approved for this subdivision?: Yes  No  Date: \_\_\_\_\_

Kimley-Horn (Mike Reeves)  
Address: 7965 N High Street, Suite 200  
City: Columbus State: OH Zip: 43235  
Phone: 614-472-8546 Fax: \_\_\_\_\_ Email: mike.reeves@kimley-horn.com

Rockford Homes (Jim Lipnos)  
Address: 999 Polaris Parkway  
City: Columbus State: OH Zip: 43240  
Phone: 614-785-0015 Fax: \_\_\_\_\_ Email: jlipnos@rockfordhomes.net

**Name of Applicant's Surveyor or Engineer** CESO, Inc. (Matt Ackroyd, PS)  
Address: 2800 Corporate Exchange Drive  
City: Columbus State: OH Zip: 43231  
Phone: 614-619-0515 Fax: \_\_\_\_\_ Email: matt.ackroyd@cesoinc.com

Proposed Acreage to be Subdivided: 6.135 Acres

Current Zoning Classification: Planned Development District

Proposed Zoning Changes: n/a

Proposed Land Use: Residential Single Family

Acreage w/in Approved Preliminary Plat: 102.55+/- Acres

Acreage w/in Section and/or Block: 6.135 Acres

Number of lots from Preliminary Plat 20 within Section 3



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Number of Lots w/in this Section: 20

Number of units from Preliminary Plat: 20

Number of Units w/in this Section: 20

Typical Lot Width: 60 Feet Typical Lot Area: 8,276

Single Family Units: \_\_\_\_\_ Sq. ft Multi-Family Units: \_\_\_\_\_

Acreage to be devoted to recreation, parks or open space: 0.000 Acres

Recreation facilities to be provided: 0

Approved method of Supplying Water Service: Marysville Water

Approved method of Sanitary Waste Disposal: Marysville Sanitary Sewer

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? NO

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* NO

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer? YES

Has estimated construction cost been approved by the County Engineer? YES

Bond has been submitted to County Engineer? NO

Bond approved by County Commissioners? NO

Date filed: \_\_\_\_\_ Filing Fee: \_\_\_\_\_

Date of Meeting of Planning Commission: \_\_\_\_\_

Action by Planning Commission: \_\_\_\_\_

If rejected, reason(s) for: \_\_\_\_\_

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## Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	✓	
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.	✓	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	✓	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	✓	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	✓	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	✓	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	✓	
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.	✓	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	✓	
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.	✓	
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.	✓	
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	✓	
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.	✓	
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).	✓	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.		✓



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.	✓	
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.	✓	
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.		✓
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.		✓
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.	✓	
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.		✓
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.		✓
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	✓	

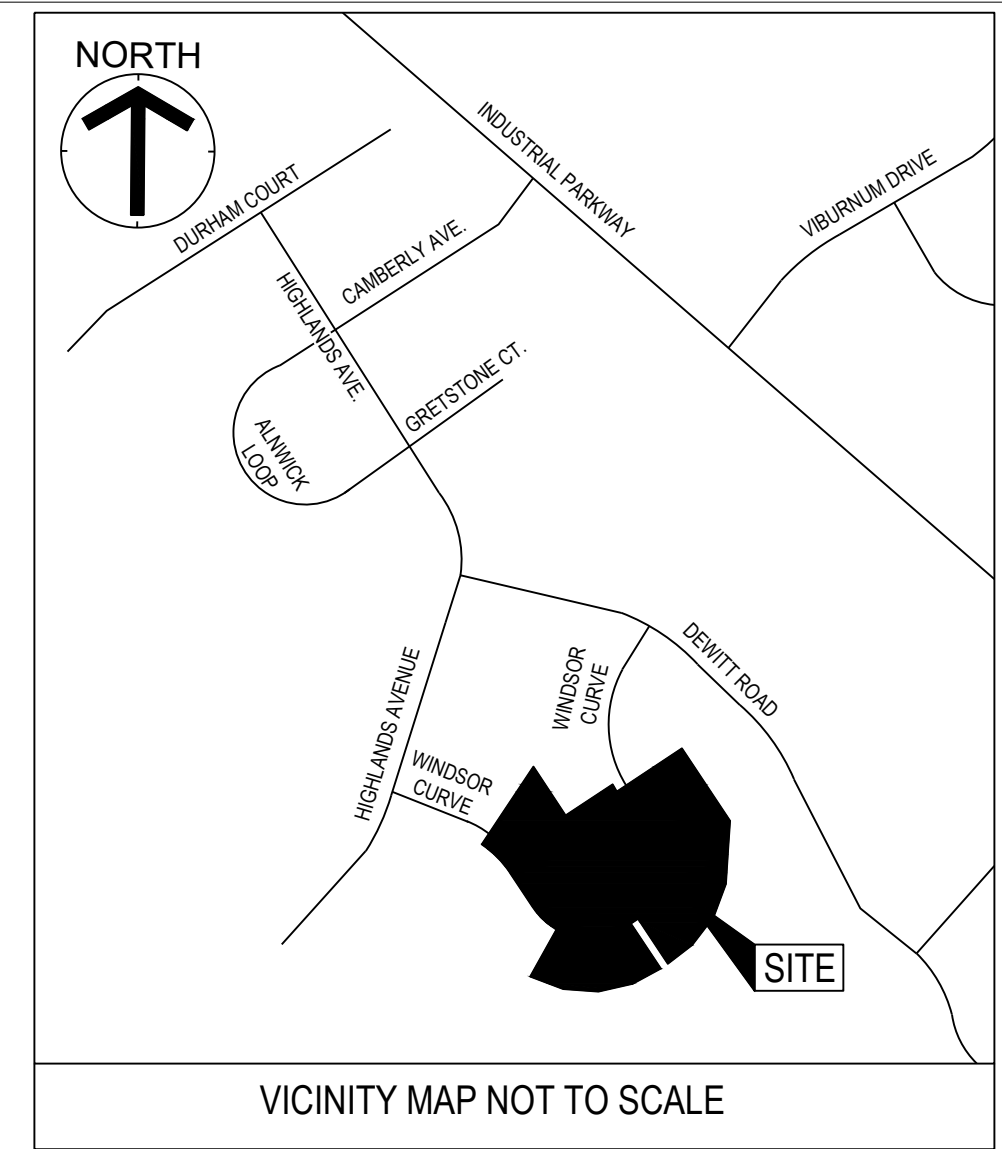
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# MITCHELL HIGHLANDS SECTION 3

STATE OF OHIO, COUNTY OF UNION, JEROME TOWNSHIP,  
VIRGINIA MILITARY SURVEY NO. 5134



WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, JEROME TOWNSHIP, VIRGINIA MILITARY SURVEY 5134, CONTAINING 6.315 ACRES OF LAND, MORE OR LESS, BEING ALL OUT OF THAT ORIGINAL 95.035 ACRE TRACT OF LAND CONVEYED TO ROCKFORD HOMES, INC., OF RECORD IN INSTRUMENT NUMBER 201608240006790.

THE UNDERSIGNED, ROCKFORD HOMES, INC., BY JIM LIPNOS, DIRECTOR OF LAND OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS, "MITCHELL HIGHLANDS SECTION 3", A SUBDIVISION CONTAINING LOTS NUMBERED 115-122 AND 153-164, AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATED TO PUBLIC USE, AS SUCH, ALL OR PART OF WINDSOR CURVE AND NOT HERTOFERE DEDICATED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT". DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH EASEMENTS ARE HEREBY RESERVED. EASEMENTS SHOWN HEREON ARE RESERVED FOR, BUT NOT LIMITED TO, THE FOLLOWING COMPANIES: COLUMBIA GAS OF OHIO, INC., SBC, SPECTRUM, UNION RURAL ELECTRIC (URE), INSIGHT COMMUNICATIONS, WIDE OPEN WEST AND THE CITY OF MARYSVILLE.

DRAINAGE EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT". WITHIN THOSE AREAS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAT, AN EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES, NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE UNION COUNTY ENGINEER. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH DRAINAGE EASEMENTS ARE HEREBY RESERVED.

KNOW ALL MEN BY THESE PRESENTS THAT JIM LIPNOS AND ROCKFORD HOMES, INC., OWNERS OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE (STREETS, ROADS, PARKS, EASEMENTS, ETC.) TO THE PUBLIC USE FOREVER.

**SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:**

ROCKFORD HOMES, INC.  
AN OHIO CORPORATION

BY: \_\_\_\_\_  
WITNESS

\_\_\_\_\_  
JIM LIPNOS  
DIRECTOR OF LAND

\_\_\_\_\_  
WITNESS

STATE OF OHIO  
COUNTY OF: \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JIM LIPNOS, DIRECTOR OF LAND OF SAID ROCKFORD HOMES, INC., AN OHIO CORPORATION LANDS PLATTED HEREIN, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY \_\_\_\_\_  
NOTARY PUBLIC

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY ENGINEER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
LUC REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\_\_\_\_\_  
UNION COUNTY RECORDER

**ZONING**

"MITCHELL HIGHLANDS SECTION 3" IS ZONED AS PD (PLANNED DEVELOPMENT DISTRICT) AND SHALL BE IN ACCORDANCE TO THE ADOPTED DEVELOPMENT TEXT PER THE TOWNSHIP ZONING RESOLUTION.

**BASIS OF BEARING**

THE BASIS OF BEARING SHOWN HEREON IS BASED ON SOUTH 49°10'14" EAST FOR A PORTION OF THE CENTERLINE OF INDUSTRIAL PARKWAY, OHIO STATE PLANE SOUTH ZONE, NAD 83 (2011) AS DETERMINED BY GPS OBSERVATIONS.

**SOURCE OF DATA**

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

**IRON PINS**

ALL IRON PINS SET ARE SOLID 5/8" REBAR WITH A CAP MARKED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

**PERMANENT MARKERS**

ALL PERMANENT MARKERS SET ARE SOLID IRON PINS, 1" IN DIAMETER, WITH AN ALUMINUM CAP STAMPED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

**CERTIFICATION**

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 1.241 ACRES IN STREETS AND 5.074 ACRES IN LOTS MAKING A TOTAL OF 6.315 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 3, AS SURVEYED NOVEMBER 2021.

MATTHEW J. ACKROYD, P.S.  
OHIO P.S. NO. 8897  
2800 CORPORATE EXCHANGE DRIVE, SUITE 400  
COLUMBUS, OHIO 43231

DATE: \_\_\_\_\_

**CESO IRON PIN LEGEND**

- IRON PIN SET (5/8"x30" REBAR W/ CESO CAP)
- ▲ MAG NAIL SET
- PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

**ACREAGE BREAKDOWN**

PARCEL NUMBERS: 17-00220190000  
MAP NUMBERS: 135-00-00-082.0000

ACREAGE: 6.135 ACRES

**OWNER/DEVELOPER:**  
ROCKFORD HOMES  
CESO, INC.  
999 POLARIS PARKWAY SUITE 200  
COLUMBUS, OH 43240  
PHONE: (614) 785-0015  
CONTACT: COREY THEUERKAUF

**SURVEYOR:**  
CESO, INC.  
2800 CORPORATE  
EXCHANGE DRIVE  
SUITE 400  
COLUMBUS, OH 43231  
PHONE: (614) 619-0515  
CONTACT: MATT ACKROYD  
DATED: 12/18/2023

Revisions / Submissions

ID	Description	Date

© 2023 CESO, INC.  
Project Number: 758734  
Scale: N/A  
Drawn By: ATW  
Checked By: ALB  
Date: December 18, 2023  
Issue: \_\_\_\_\_

Drawing Title:  
**Plat**



**STANDARD DEED RESTRICTIONS FOR UNION COUNTY:**

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS. ZONING PERMITS ARE TO BE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 3.

- CESO IRON PIN LEGEND**
- IRON PIN SET (5/8"x30" REBAR W/ CESO CAP)
  - ▲ MAG NAIL SET
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

**NOTE "A":** MITCHELL HIGHLANDS SECTION 3 IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) AND SHALL BE SUBJECT TO THE APPLICABLE REGULATIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION.

SINGLE FAMILY (115-122 & 153-164)

MIN. LOT SIZE:	8,276 SF
MIN. LOT WIDTH:	60'
MIN. FRONT SETBACK:	25'
MIN. REAR SETBACK:	30'
MIN. SIDE SETBACK:	5'

**NOTE "B":** ACREAGE BREAKDOWN

TOTAL ACREAGE:	6,315 Acres
ACREAGE IN LOTS 155-122 & 153-164 INCLUSIVE:	5,074 Acres
TOTAL ACREAGE IN RIGHT-OF-WAYS:	1,241 Acres

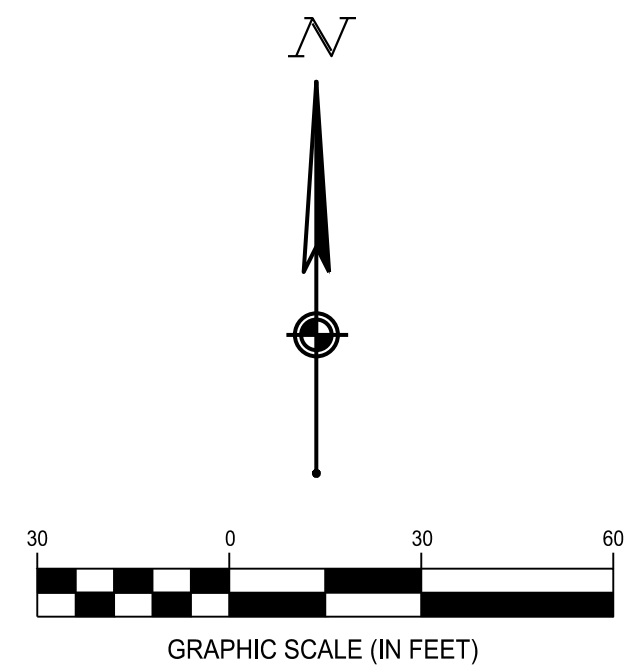
**NOTE "C":** AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 3 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

**NOTE "D":** AT THE TIME OF PLATTING, MITCHELL HIGHLANDS, SECTION 3 IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. AT THE REQUEST OF THE ZONING AUTHORITY AND IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS, THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE FILING OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH. THE APPLICABLE ZONING REGULATIONS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS.

Curve	Delta	Radius	Arc Length	Chord
C1	27° 21' 10"	180.00'	85.93'	N47° 10' 56"W, 85.12'
C2	22° 52' 28"	270.00'	107.79'	N44° 56' 36"W, 107.08'
C3	4° 34' 59"	280.00'	22.40'	S30° 00' 59"E, 22.39'
C4	90° 00' 00"	150.00'	235.62'	N11° 29' 38"E, 212.13'
C5	90° 00' 00"	150.00'	235.62'	S78° 30' 22"E, 212.13'
C6	32° 57' 23"	300.00'	172.56'	S49° 59' 03"E, 170.19'
C7	11° 47' 48"	330.00'	67.94'	N50° 28' 56"W, 67.82'
C8	9° 39' 48"	330.00'	55.66'	N39° 45' 08"W, 55.59'
C9	1° 24' 53"	330.00'	8.15'	N34° 12' 48"W, 8.15'
C10	8° 03' 11"	120.00'	16.87'	N37° 31' 57"W, 16.85'
C11	81° 56' 49"	120.00'	171.63'	N82° 31' 57"W, 157.37'
C12	90° 00' 00"	120.00'	188.50'	N11° 29' 38"E, 169.71'
C13	1° 11' 52"	280.00'	5.85'	N32° 54' 25"W, 5.85'

Curve	Delta	Radius	Arc Length	Chord
C14	1° 20' 30"	250.00'	5.85'	N32° 50' 07"W, 5.85'
C15	1° 31' 29"	220.00'	5.85'	N32° 44' 37"W, 5.85'
C16	12° 03' 47"	180.00'	37.90'	N27° 28' 28"W, 37.83'
C17	16° 46' 10"	180.00'	52.68'	S13° 03' 29"E, 52.50'
C18	16° 46' 10"	180.00'	52.68'	S3° 42' 41"W, 52.50'
C19	16° 46' 10"	180.00'	52.68'	S20° 28' 51"W, 52.50'
C20	16° 46' 10"	180.00'	52.68'	S37° 15' 01"W, 52.50'
C21	10° 51' 32"	180.00'	34.11'	S51° 03' 52"W, 34.06'
C22	12° 20' 20"	180.00'	38.76'	S62° 39' 48"W, 38.69'
C23	16° 46' 10"	180.00'	52.68'	S77° 13' 03"W, 52.50'
C24	16° 46' 10"	180.00'	52.68'	N86° 00' 46"W, 52.50'
C25	16° 46' 10"	180.00'	52.68'	N69° 14' 36"W, 52.50'

Line #	Direction	Length
L1	S26° 15' 48"W	138.88'
L2	S34° 10' 35"E	8.42'
L3	N56° 29' 38"E	128.49'
L4	S25° 27' 30"E	74.44'
L5	S03° 01' 34"W	16.80'



**MITCHELL HIGHLANDS SECTION 3**  
Jerome Township, County of Union, State of Ohio  
Virginia Military Survey No. 5134

Revisions / Submissions		
ID	Description	Date

© 2023 CESO, INC.  
Project Number: 758734  
Scale: 1"=30'  
Drawn By: ATW  
Checked By: ALB  
Date: December 18, 2023  
Issue:

Drawing Title:  
**Plat**

**2 of 2**

758734\_MitchellHighlands758734-02\_MitchellHighlands\_Section3\_Plat.dwg - 12/19/2023 - Alex Benson



# TRANSFERRED

AUG 24 2016

ANDREA WEAVER, AUDITOR  
This conveyance has been examined and the Grantor  
complied with Section 319.202 of the Revised Code  
FEE \$ 9503.60  
EXEMPT

Return Documents To: Title First Agency, Inc., 3650 Olentangy River Road, Suite 400, Columbus, Ohio  
43214  
Order No.: 2015815

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS; That **Donald G. Rose, Married,** of Union County, State of Ohio for Ten Dollars (\$10.00) and other good and valuable consideration paid, grants with general warranty covenants to **Rockford Homes, Inc.,** an Ohio corporation, the following Real Property:

Please See Attached Legal Description as Exhibit "A"

Map No: 135-00-00-081.000 and 135-00-00-082.000 and 135-00-00-056.001

VMS: 5134

Parcel Nos: 1500220180000, 1700220190000, 1500220322010

Known As: 95.035 Acres Industrial Parkway / Mitchell-Dewitt Rd.,  
Plain City, OH 43064

Tax Mailing Address: ROCKFORD HOMES INC.  
999 POLARIS PARKWAY, INC.  
COLUMBUS, OH 43240

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record. Except taxes and assessments, if any, now a lien and thereafter due and payable.

Prior Instrument Reference: Deed Record 289, Page 329 (as to Parcels 1 & 2—Save and Except Deed Record 339, Page 137) and Deed Record 339, Page 135 (as to Parcel 3) of the Deed Records of Union County, Ohio.

Robin Lee Rose, spouse of Donald G. Rose, releases any and all rights of dower herein.

Signature(s) and Notary Acknowledgment on Next Page

Executed this 17<sup>th</sup> day of Aug., 2016

Donald G. Rose  
Donald G. Rose

Robin Lee Rose  
Robin Lee Rose, signing solely to release dower

State of OHIO  
County of FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Aug., 2016 by **Donald G. Rose and Robin Lee Rose.**

Mark A. Martin  
Notary Public



**MARK A. MARTIN**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 5, 2021

This instrument prepared by:  
**Paul C. Thompson, Esq., 4040 Embassy Parkway, Suite 310, Akron, OH 44333**  
Return Documents To: Title First Agency, Inc., 3650 Olentangy River Road, Suite 400, Columbus, Ohio 43214





Civil &amp; Environmental Consultants, Inc.

**DESCRIPTION OF 95.035 ACRES  
UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, and being part of that 96.413 acres described by Deed Book 289, Page 329, and all of that 0.633 acres described as Parcel II in Deed Record 339, Page 135, all being conveyed to Donald G. Rose, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

**BEGINNING FOR REFERENCE**, at an iron pin set at a corner common to Lot 36, as shown on record plat of Mitchell Crossing, in Plat Book 5, Page 379A – 379B and a 3.682 acres tract conveyed to Brian S. Barnhill & Krysten M. Carney by Official Record 1030, Page 680, said iron pin also being on the northeasterly line of a 2.491 acres tract conveyed to Roy A. Mack and Amber A Mack, of record in Instrument 201405150003195;

Thence, North 32°46'04" West, along a line common to said 3.682 acres and said 2.491 acres, a distance of 64.92 feet, to a 3/4 inch iron pin found at a corner common to said 96.413 acres and said 2.491 acres, and also being the **POINT OF TRUE BEGINNING**;

Thence, South 59°14'42" West, with a line common to said 96.413 acres and said 2.491 acres, a distance of 138.60 feet, to a an iron pin set at a corner common to said 2.491 acres and 3.165 acre tract conveyed to Alan R. McDonald and Mary L. McDonald by Instrument 201403250001873;

Thence, South 59°02'52" West, with a line common to said 96.413 acres and in part with said 2.491 acres, a distance of 1046.52 feet, to an iron pin set at a corner common to a 3.543 acre tract (2.210 acres with exceptions) conveyed to Gary Jarrell and Mary Ann Jarrell, by Official Record 38, Page 601 and said 0.633 acres;

Thence, South 15°24'39" East, along a line common to said 3.543 acres and said 0.633 acres, and passing over an iron pin found at 268.73 feet, a total distance of 295.78 feet, to a mag nail set in the centerline of Mitchell-Dewitt Road;

Thence, South 81°30'11 West, along said centerline and south line of said 0.633 acres, a distance of 100.73 feet, to a mag nail set at a corner common to said 0.633 acres and a 0.700 acres conveyed to Donald L. Smith and Garnet R. Smith, of record in Deed Record 340, Page 132;

Thence, North 15°24'37" West, leaving said centerline and with a line common to said 0.633 acres and said 0.700 acres, a distance of 255.85 feet, to an iron pin set at a corner common to said 0.633 acres and 0.700 acres and that 2.00 acres conveyed to Donald L. Smith and Garnet R. Smith of record in Deed Book 339, Page 173;

Thence, with the perimeter of said 2.00 acres, the following courses;

North 12°42'40" West, a distance of 390.37 feet, to an iron pin set;

South 59°02'52" West, a distance of 301.50 feet, to an iron pin set on a line common to said 96.413 acres and an original an 87.483 acres tract, conveyed to Runway Farms, LLC, by Instrument 201501070000175;

Thence, North 32°30'45" West, with a line common in part to said 96.413 acres and said 87.483 acres, a distance of 1181.47 feet, to a 3/4 inch iron pin found at corner common to said 87.483 acres and a 92.5 acre tract conveyed to Thomas Barton, Tamara Redmond, and Linda Arrasmith, Trustees of the Thomas Barton Trust, by Official Record 947, Page 373;

Thence, North 32°11'54" West, along a line common with said 96.413 acres and in part with said 92.5 acres, passing a 3/4 inch iron pin (without cap & bent) at a distance of 184.23 feet, a total distance of 924.85 feet, to a 5/8 inch rebar found (without cap), at a corner common to said 96.413 acres, a 100.50 acre tract conveyed to David Crager, Et Al by Official Record 857, Page 823, Page 821, Page 825, and Official Record 947, Page 463, and a 8.89 acres tract conveyed to Barry D. Adler and Mary Cotter by Deed Record 292, Page 645.



CEC Project 162-554

Thence, North 57°22'47" East, along a line common to said 96.413 acres and said 8.89 acre tract, passing a 3/4 inch iron pin found (without cap) at a distance of 1724.59 feet, a total distance of 1755.79 feet, to a mag nail set in the centerline of Industrial Parkway;

Thence, South 49°01'47" East, along said centerline and east line of said 96.413 acres, a distance of 765.11 feet, to a mag nail set at the northwest corner of a 0.930 acre tract conveyed to Karl R. Zeiters and Elizabeth A. Zeiters, by Official Record 647, Page 589;

Thence, South 57°07'00 West, along a line common to said 96.413 acres and said 0.930 acres, a distance of 265.30 feet, to an iron pin set;

Thence, South 48°56'52" East, along a line common to said 96.413 acres and in part with said 0.930 acres and in part with 0.90 acres tract conveyed to Karl R. Zeiters and Elizabeth A. Zeiters, by Official Record 647, Page 589, a distance of 322.28 feet, to an iron pin set at a common corner of said 0.90 acre and the north line of a 5.059 acre tract conveyed to David M. and Sheila R. Staats, by Deed Record 311, Page 766;

Thence, with a line common to said 96.413 acres and said 5.059 acres, the following courses;

South 56°35'33" West, a distance of 260.55 feet, to an iron pin set;

South 49°01'47" East, a distance of 791.80 feet, to a 1 inch iron pin found (without cap) on the westerly line of 7.812 acre tract conveyed to Albert L. Schoby and Florence M. Schoby, Trustees (1/2 interest) and Florence M. Schoby and Albert L. Schoby, Trustees (1/2 interest) by Official Record 272, Page 320;

Thence, with a line common to said 96.413 acres and said 7.812 acres, the following courses;

South 42°06'03" West, a distance of 325.77 feet, to an iron pin set;

South 32°46'04" East, a distance of 626.69 feet, to **THE POINT OF TRUE BEGINNING**, containing 95.035 acres, more or less. Of said 95.035 acres, 31.601 acres are within the Jonathon Alder LSD, and 63.434 acres are within the Dublin CSD.

Where indicated herein, all iron pins set are 5/8 inch rebar, 30 inches in length bearing a yellow cap with the initials "CEC".

The bearing described herein are based on the centerline right-of-way of Industrial Parkway being South 49°01'47" East, as measured with GPS observations on July 8<sup>th</sup>, 2016.

This description is based on an actual field survey performed on July 8<sup>th</sup>, 2016, under the supervision of Mark Alan Smith, and in accordance with Chapter 4733-37 Ohio Administrative Code.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC

*Mark Alan Smith* 8/7/2016  
 Mark Alan Smith P.S. Date  
 Registered Surveyor No. 8232

DESCRIPTION ACCEPTABLE  
95.035 ACRE TRACT(S)  
 PLANNING COMMISSION APPROVAL  
NOT REQUIRED  
 DATE 8-24-16  
 JEFF STAUCH  
 UNION COUNTY ENGINEER

Date Prepared: July 31, 2016  
 162554-95.035-Acres.docx

Page 2 of 2



**PLAT OF SURVEY**  
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME  
VIRGINIA MILITARY SURVEY 5134

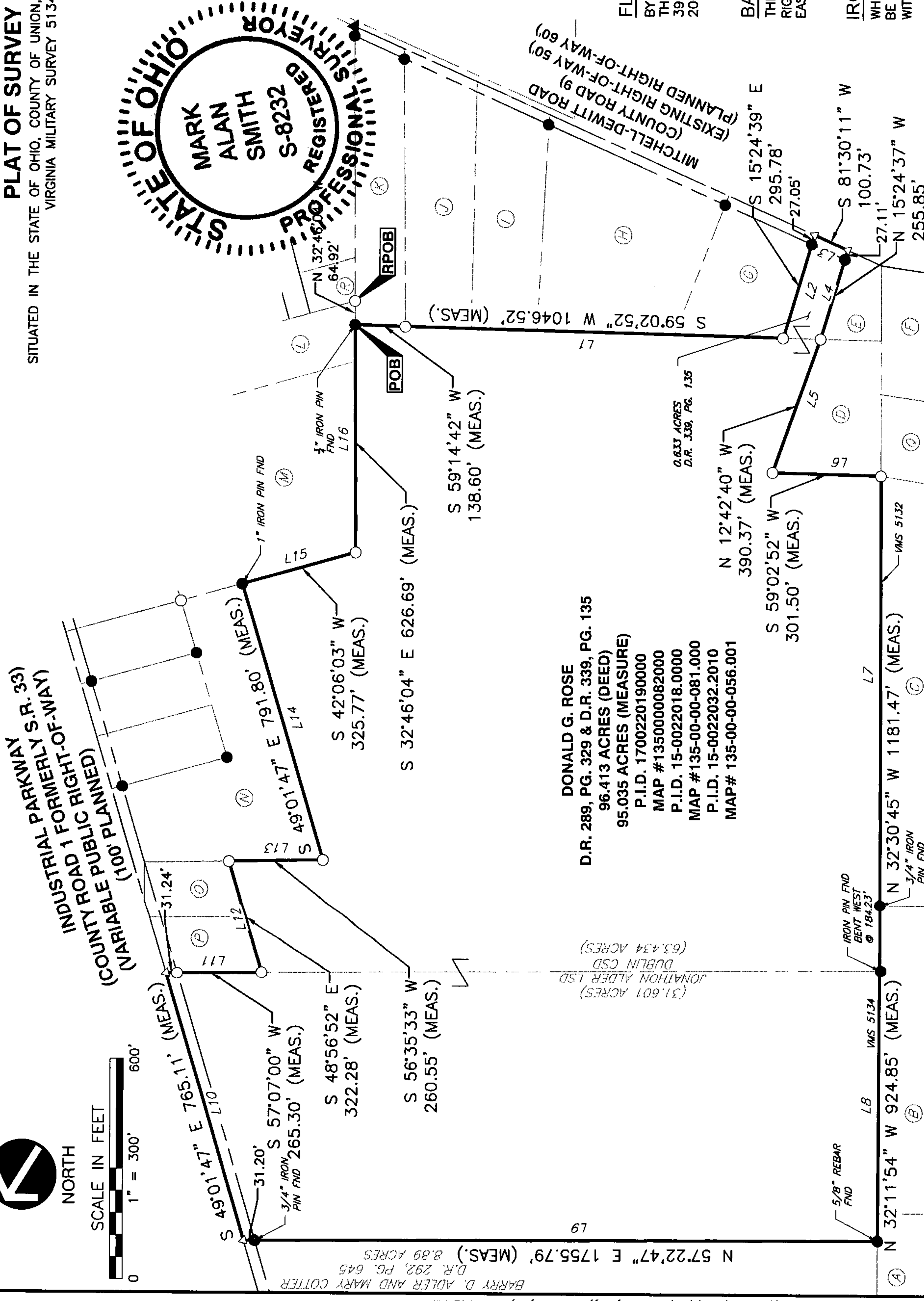


RECORD LINE TABLE		
LINE #	DIRECTION (REC.)	LENGTH (REC.)
L1	S 58°46'20" W	1456.06'
L2	S 15°42'51" E	295.78'
L3	S 81°11'59" W	100.73'
L4	N 15°42'41" W	255.85'
L5	S 12°42'51" E	391.09'
L6	N 58°44'40" W	301.50'
L7	N 32°59'23" W	1734.94'
L8	N 32°29'22" W	741.32'
L9	N 56°59'20" E	1755.74'
L10	S 49°25'24" E	766.12'
L11	S 56°48'15" W	265.70'
L12	S 49°18'07" E	322.61'
L13	S 56°11'56" W	259.74'
L14	S 49°25'24" E	791.53'
L15	S 41°43'06" W	325.85'
L16	S 33°08'19" E	627.44'

**FLOOD NOTE**  
BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY MAP NO. 39159C0388D, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 16, 2008.

**BASIS OF BEARING**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

**IRON PINS**  
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" SOLID REBAR, THIRTY INCHES IN LENGTH WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC"



**Civil & Environmental Consultants, Inc.**  
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085  
614-540-6633 - 888-598-6808  
www.cecinc.com

**LEGEND**

- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- △ MAG NAIL SET
- IRON PIN SET

WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED WITH ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE. FIELDWORK COMPLETED ON: JULY 8, 2016

*Mark Alan Smith*  
MARK ALAN SMITH  
PROFESSIONAL SURVEY NO.: S-8232

DONALD G. ROSE  
D.R. 289, PG. 329 & D.R. 339, PG. 135  
96.413 ACRES (DEED)  
95.035 ACRES (MEASURE)  
P.I.D. 1700220190000  
MAP #1350000082000  
P.I.D. 15-0022018.0000  
MAP #135-00-00-081.000  
P.I.D. 15-0022032.2010  
MAP# 135-00-00-056.001

0.637 ACRES  
D.R. 339, PG. 135

INDUSTRIAL PARKWAY  
COUNTY ROAD 1 FORMERLY S.R. 33  
(VARIABLE PUBLIC RIGHT-OF-WAY)  
(PLANNED RIGHT-OF-WAY 60')

MICHHELL-DEWITT ROAD  
(COUNTY ROAD 9)  
(PLANNED RIGHT-OF-WAY 50')

STATE OF OHIO  
REGISTERED PROFESSIONAL SURVEYOR  
MARK ALAN SMITH  
S-8232

INDUSTRIAL PARKWAY  
COUNTY OF UNION  
TOWNSHIP OF JEROME

APPROVED BY: JWC  
DRAWN BY: ALB  
DATE: AUGUST 2016  
PROJECT NO.: 162-554  
DRAWING NO.: 1 OF 2

P:\2016\162-554-Survey\162554-SV01-LOTSPLIT-ROSE.dwg\LAYOUT1\LS(8/17/2016 - Jerry) - LP: 8/17/2016 4:32 PM

P:\2016\162-554-Survey\Drawings\16254-5V01-LOTSPLIT-ROSE.dwg(LAYOUT1 (2)) LS:(8/17/2016 - ) - LP: 8/17/2016 4:32 PM

- A: JAMES A. CRAGER, SR., AS TRUSTEE UNDER THE TRUST OF JAMES EDWARD CRAGER AND EMMA ELIZABETH CRAGER ET AL  
100.50 ACRES  
O.R. 857, PG. 823, 821, 825  
O.R. 947, PG. 463
- B: THOMAS BARTON, TAMARA REDMOND, AND LINDA ARRASMITH, TRUSTEES OF THE THOMAS BARTON TRUST  
92.5 ACRES  
O.R. 947, PG. 373
- C: RUNWAY FARMS LLC  
IN. 201501070000175  
87.483 ACRES
- D: DONALD L SMITH AND GARNET R SMITH  
D.R. 339, PG. 137  
2.00 ACRES
- E: DONALD L SMITH AND GARNET R SMITH  
D.R. 340, PG. 132  
0.700 ACRES
- F: KATHIE A. FRY  
O.R. 497, PG. 931  
O.R. 1016, PG. 235  
1.902 ACRES
- G: GARY JARRELL AND MARY ANN JARRELL  
O.R. 38, PG. 601  
2.21 ACRES
- H: JONATHON W. KETCHUM AND JANET L. KETCHUM  
5.150 ACRES  
O.R. 203, PG. 723
- I: DONALD R. LUDWIG AND NORA A. LUDWIG  
O.R. 278, PG. 757  
2.814 ACRES
- J: ALAN R. MCDONALD AND MARY L. MCDONALD  
IN. 201403250001873  
3.165 ACRES
- K: ROY A. MACK AND AMBER A. MACK  
IN. 201405150003195  
2.491 ACRES
- L: BRIAN S. BARNHILL & KRISTEN M. CARNEY  
O.R. 1030, PG. 680  
3.682 ACRES
- M: ALBERT L. SCHOBY AND FLORENCE M. SCHOBY TRUSTEES (4 INTEREST)  
FLORENCE M. SCHOBY AND ALBERT L. SCHOBY TRUSTEES (4 INTERESTS)  
O.R. 272, PG. 320  
7.812 ACRES
- N: DAVID M. AND SHEILA R. STAATS  
D.R. 311, PG. 766  
5.059 ACRES
- O: KARL R. ZEITERS AND ELIZABETH A ZEITERS  
O.R. 647, PG. 589  
0.90 ACRES
- P: KARL R. ZEITERS AND ELIZABETH A ZEITERS  
O.R. 647, PG. 589  
0.93 ACRES
- Q: KATHIE A. FRY  
O.R. 1016, PG. 235  
5.000 ACRES
- R: MITCHELL CROSSING  
LOT 36  
P.B. 5, PG. 379A-379B



**Civil & Environmental Consultants, Inc.**  
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085  
614-540-6633 · 888-598-6808  
www.cecinc.com

DONALD G. ROSE  
INDUSTRIAL PARKWAY  
COUNTY OF UNION  
TOWNSHIP OF JEROME

DRAWN BY:	ALB	CHECKED BY:	JWC	APPROVED BY:	MAS	DRAWING NO.:	162-554
DATE:	AUGUST 2016	DWG SCALE:	1" = 100'	PROJECT NO.:			<b>2 OF 2</b>





201712190010467 12/19/2017

Pages:11 F:\$100.00

2:19 PM

Teresa Markham

T20170007296

Union County Recorder DOC:DECL

1

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
(MITCHELL HIGHLANDS)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28<sup>th</sup> day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibits A-1 and A-2 attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

### ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20) day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) 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

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design cues that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

#### ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars (\$50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.  
999 Polaris Parkway, Suite 200  
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,  
an Ohio Corporation

By: *Donald R. Wick*  
Donald R. Wick, President

State of Ohio  
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28<sup>th</sup> day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

*Kimberly J. Wilcheck*  
KIMBERLY J. WILCHECK  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

**EXHIBIT A-1**

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000



## EXHIBIT A-2

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
Re-record to add new (MITCHELL HIGHLANDS)  
exhibit A-1 to correct  
addresses**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28<sup>th</sup> day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibits A-1 and A-2 attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

- 1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.
- 1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.
- 1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.
- 1.04. OWNER. A person owning a fee simple interest in property.
- 1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").
- 1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.
- 1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.
- 1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.
- 1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

### ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20) day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) 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

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design cues that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.



ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

#### ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars (\$50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.  
999 Polaris Parkway, Suite 200  
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

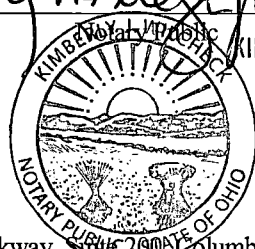
Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,  
an Ohio Corporation

By: *Donald R. Wick*  
Donald R. Wick, President

State of Ohio  
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28<sup>th</sup> day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

*Kimberly J. Wilcheck*  
KIMBERLY J. WILCHECK  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

## EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9367 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

See Revised addresses  
ON NEW  
EXHIBIT A-1



## EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Dr.	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Dr.	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Dr.	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Dr.	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Dr.	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Dr.	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Dr.	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Dr.	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Dr.	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Dr.	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Dr.	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Dr.	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Dr.	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Dr.	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Dr.	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Dr.	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Dr.	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Dr.	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Dr.	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Dr.	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Dr.	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Dr.	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Dr. / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

## EXHIBIT A-2

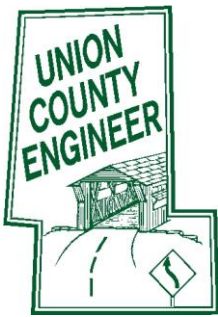
Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000



233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/engineer)

16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

190 Beatty Avenue  
Richwood, Ohio 43344

---

*Public Service with integrity*

February 1, 2024

Bradley Bodenmiller  
LUC Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Re: Mitchell Highlands, Section 3 – Final Plat

Brad,

We have completed our review for the above final plat, received by our office on January 24, 2024. The construction drawings have been approved by our office. Construction on the site has not commenced, as such, we will require a performance bond for the outstanding public improvements within this section. Currently, we do not have an approved bond. With these outstanding issues, we recommend denial of the plat.

1. Please see attached markups.

Should the above technical comments be corrected prior to the meeting, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.  
Project Engineer  
Union County Engineer

## Brad Bodenmiller

---

**From:** Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>  
**Sent:** Thursday, February 1, 2024 12:22 PM  
**To:** Brad Bodenmiller; Brad Bodenmiller; Matt Ackroyd  
**Cc:** Heather Martin; Gram Dick; Luke Sutton  
**Subject:** RE: Copy of Distribution Letter + Plat for Mitchell Highlands Section 3 Final Plat  
**Attachments:** comments listed.pdf; Pg 1.pdf; Pg 2 a.pdf; Pg 2 b.pdf; Pg 2 c.pdf

The review by the Union County Engineer's Mapping Department is complete. The comments are listed and noted on the above scans. Notable items are marked in red

### *Chris Clapsaddle*

#### **Mapping Manager**

Union County Engineer  
233 West Sixth Street  
Marysville, OH 43040  
Ph: (937) 645-3121  
[cclapsaddle@unioncountyohio.gov](mailto:cclapsaddle@unioncountyohio.gov)



---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Tuesday, January 23, 2024 11:59 PM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for Mitchell Highlands Section 3 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Mitchell Highlands, Section 3 – Final Plat**. Paper copies were delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

### **Bradley Bodenmiller**

#### **Director | LUC Regional Planning Commission**

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319  
P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

## Chris Clapsaddle

---

**From:** Mary Kirk  
**Sent:** Wednesday, January 31, 2024 4:56 PM  
**To:** Chris Clapsaddle  
**Subject:** RE: Mitchell Highlands Section3 - plat review

List of items needing added/corrected.

Page 1

1. Township name needs added in **Certification** note

Page 2

1. Curve data for full curves in/along R/W
2. Correction needed in Lot number information in **Note "B"**

**Mary Kirk**

Mapping Assistant

**Union Co. Engineer**

233 W. Sixth St.

Marysville, OH 43040

937.645.3018

[www.unioncountyohio.gov](http://www.unioncountyohio.gov)

[mkirk@unioncountyohio.gov](mailto:mkirk@unioncountyohio.gov)



"MITCHELL HIGHLANDS SECTION 5" IS ZONED AS PD (PLANNED DEVELOPMENT DISTRICT) AND SHALL BE IN ACCORDANCE TO THE ADOPTED DEVELOPMENT TEXT PER THE TOWNSHIP ZONING RESOLUTION.

\_\_\_\_\_  
ENGINEER

BASIS OF BEARING

THE BASIS OF BEARING SHOWN HEREON IS BASED ON SOUTH 49°01'47" EAST FOR A PORTION OF THE CENTERLINE OF INDUSTRIAL PARKWAY, OHIO STATE PLANE SOUTH ZONE, NAD 83 (2011) AS DETERMINED BY GPS OBSERVATIONS.

\_\_\_\_\_  
PLANNING COMMISSION

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS

ALL IRON PINS SET ARE SOLID 5/8" REBAR WITH A CAP MARKED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

PERMANENT MARKERS

ALL PERMANENT MARKERS SET ARE SOLID IRON PINS, 1" IN DIAMETER, WITH AN ALUMINUM CAP STAMPED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

CERTIFICATION

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 2.005 ACRES IN STREETS, 1.465 ACRES IN RESERVES AND 7.461 ACRES IN LOTS MAKING A TOTAL OF 10.931 ACRES.

*JEROME Township*

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 5, AS SURVEYED NOVEMBER 2021.

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
AUDITOR

\_\_\_\_\_  
MATTHEW J. ACKROYD, P.S.  
OHIO P.S. NO. 8897  
2800 CORPORATE EXCHANGE DRIVE, SUITE 400  
COLUMBUS, OHIO 43231

\_\_\_\_\_  
DATE:

**MITCHELL HIGHLANDS SECTION 5**  
Jerome Township, County of Union, State of Ohio  
Virginia Military Survey No. 5134

Revisions / Submissions

ID	Description	Date

\_\_\_\_\_  
RECORDER

-SURVEY\DWG\758734-KH-MITCHELL HIGHLANDS-SECTION 3 PLAT.dwg - 12/19/2023 - Alex Benson

SINGLE FAMILY (115-122 & 153-164)

MIN. LOT SIZE: 8,276 SF  
 MIN. LOT WIDTH: 60'  
 MIN. FRONT SETBACK: 25'  
 MIN. REAR SETBACK: 30'  
 MIN. SIDE SETBACK: 5'

**NOTE "B":** ACREAGE BREAKDOWN

TOTAL ACREAGE: **1** 6.315 Acres ✓  
 ACREAGE IN LOTS ~~155~~-122 & 153-164 INCLUSIVE: 5.074 Acres ✓  
 TOTAL ACREAGE IN RIGHT-OF-WAYS: 1.241 Acres ✓

**NOTE "C":**

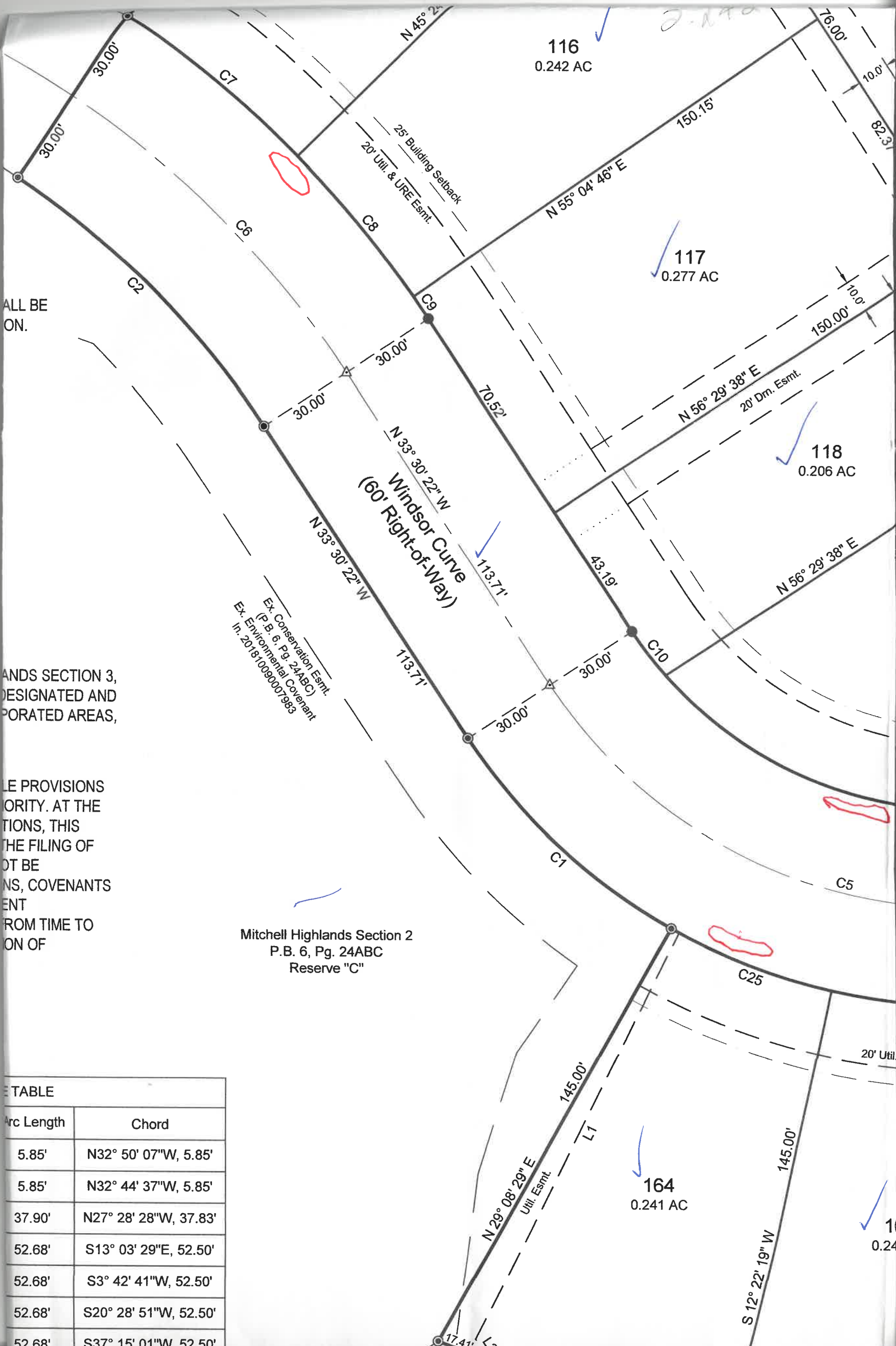
AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED ON MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

**NOTE "D":**

AT THE TIME OF PLATTING, MITCHELL HIGHLANDS, SECTION 3 IS SUBJECT TO THE APPLICABLE ZONING REGULATIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, OR ENCUMBRANCES RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH. THE APPLICABLE ZONING REGULATIONS MAY CHANGE OVER TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS.

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	27° 21' 10"	180.00'	85.93'	N47° 10' 56"W, 85.12'

CURVE TABLE		
Curve	Delta	Radius
C14	1° 20' 30"	250.00'



ALL BE  
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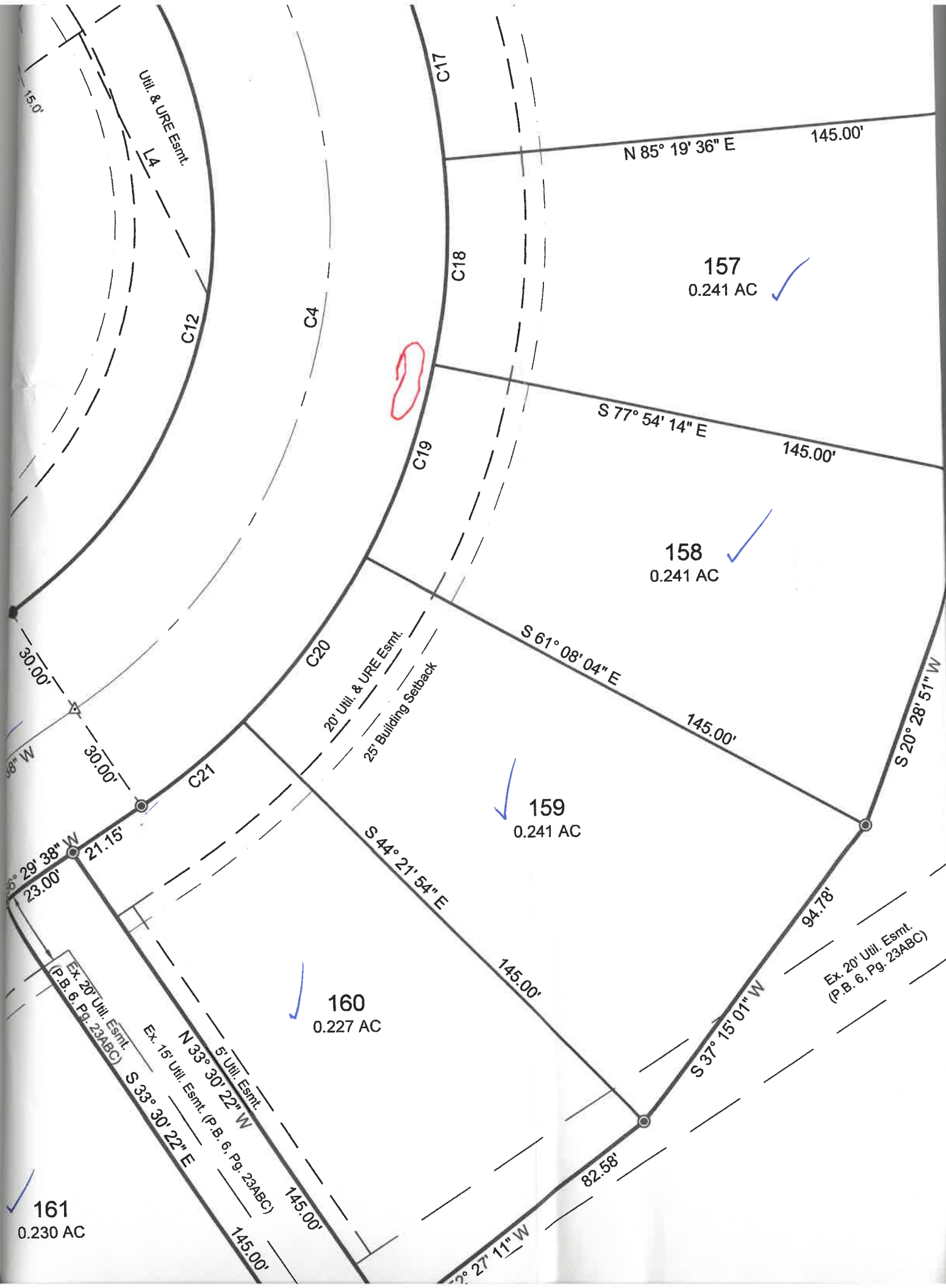
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Mitchell Highlands Section 2  
P.B. 6, Pg. 24ABC  
Reserve "C"

TABLE

Arc Length	Chord
5.85'	N32° 50' 07"W, 5.85'
5.85'	N32° 44' 37"W, 5.85'
37.90'	N27° 28' 28"W, 37.83'
52.68'	S13° 03' 29"E, 52.50'
52.68'	S3° 42' 41"W, 52.50'
52.68'	S20° 28' 51"W, 52.50'
52.68'	S37° 15' 01"W, 52.50'



N 85° 19' 36" E 145.00'

157  
0.241 AC ✓

S 77° 54' 14" E 145.00'

158 ✓  
0.241 AC

S 61° 08' 04" E 145.00'

159 ✓  
0.241 AC

S 44° 21' 54" E 145.00'

160 ✓  
0.227 AC

Ex. 20' Util. Esmt.  
(P.B. 6, Pg. 23ABC)

S 37° 15' 01" W 94.78'

82.58'

S 27° 11" W

161 ✓  
0.230 AC

5' Util. Esmt.  
N 33° 30' 22" W 145.00'

Ex. 15' Util. Esmt. (P.B. 6, Pg. 23ABC)  
S 33° 30' 22" E 145.00'

Ex. 20' Util. Esmt.  
(P.B. 6, Pg. 23ABC)

S 29° 38" W 23.00'

21.15'

30.00'

30.00'

30.00'

30.00'

30.00'

30.00'

30.00'

30.00'

30.00'

15.0'

Util. & URE Esmt.  
LA

C17

C18

C19

C20

C21

C4

C12

20' Util. & URE Esmt.  
25' Building Setback





9777 Industrial Parkway  
Plain City, Ohio 43064  
614-873-4480

## Jerome Township Zoning Department

January 24, 2024

Bradley J. Bodenmiller, Director  
LUC Regional Planning Commission  
10820 St. Rt. 347  
East Liberty, Ohio 43319

Re.: Mitchell Highlands Section 3 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Mitchell Highlands Section 3 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows.

1. After review of records of the Zoning Department, I was unable to locate an approved detailed development plan for this section. Per Section 500.09 of the Zoning Resolution, approval of a detailed development plan by the Township Zoning Commission is required prior to establishment of any use or construction of any structure. Therefore, I am unable to confirm that this proposed plat complies with the application zoning regulations as required by Section 324 of the Subdivision Regulations
2. The note labelled “Zoning” on page #1 should read as follows: The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD16-123.
3. The notes “A” and “D” on page #2 should be combined into one note that should read as follows: At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations. The zoning setback regulations at the time of platting are as follows: .... (insert existing tabled, modified as noted in item #4-6.)
4. Please replace “Min. Lot Size:..” with “Min. Lot Area:...”, in order to match the terminology and definitions provided for by the Zoning Resolution.
5. Please change the label to “Lot Width” to “Min. Lot Width”, in order to match the terminology and definitions provided for by the Zoning Resolution.
6. Please remove the term “Min.” and redesignate each note as “Front Yard Setback”, “Side Yard Setback”, and “Rear Yard Setback”, in order to match the terminology and definitions provided for by the Zoning Resolution.
7. The section labelled “Standard Deed Restrictions for Union County” should be reviewed with the relevant agency. There may be a misspelled word.
8. The applicant/developer should contact the Township Road Department if they wish to contract for snow removal services for the proposed streets prior to acceptance by the County Engineer.





9777 Industrial Parkway  
Plain City, Ohio 43064  
614-873-4480

## Jerome Township Zoning Department

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

**Eric Snowden**  
Zoning Inspector/Coordinator  
Jerome Township, Union County, Ohio

## Brad Bodenmiller

---

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>  
**Sent:** Friday, February 2, 2024 10:04 PM  
**To:** Brad Bodenmiller  
**Cc:** Chad Ritzler  
**Subject:** Re: Subdivision Plat Comments

Brad

Sorry about that. We didn't have any comments on the 4 applications.

Thanks and have a great weekend.

Kyle Hoyng, P.E.  
City Engineer  
City of Marysville

Sent from Gmail Mobile

On Fri, Feb 2, 2024 at 5:23 PM Brad Bodenmiller <[bradbodenmiller@lucplanning.com](mailto:bradbodenmiller@lucplanning.com)> wrote:

Did you two have comments for the four (4) subdivision plats this month? I don't remember receiving any and wanted to check.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

P.O. Box 219 | [10820 State Route 347](#) | [East Liberty, Ohio 43319](#)

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

## Brad Bodenmiller

---

**From:** Joseph Grove <jgrove@unioncountyohio.gov>  
**Sent:** Monday, January 29, 2024 11:41 AM  
**To:** Brad Bodenmiller; Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick  
**Subject:** RE: Copy of Distribution Letter + Plat for Mitchell Highlands Section 3 Final Plat

Union Soil and Water has no comments for **Mitchell Highlands, Section 3 – Final Plat**.

Joseph Grove  
Urban Technician  
Union Soil & Water Conservation District  
18000 State Route 4, Suite D  
Marysville, OH 43040  
937-642-5871 x 2216  
[jgrove@unioncountyohio.gov](mailto:jgrove@unioncountyohio.gov)



please consider the environment - do you really need to print this email?

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Tuesday, January 23, 2024 11:59 PM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for Mitchell Highlands Section 3 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Mitchell Highlands, Section 3 – Final Plat**. Paper copies were delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

**Bradley Bodenmiller**  
**Director | LUC Regional Planning Commission**  
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319  
P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040  
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

Jan 29, 2024

Bradley Bodenmiller  
LUC Regional Planning Commission  
10820 St. Rt. 347, PO Box 219  
East Liberty, OH 43319

Name of Development – Mitchell Highlands Section 3

Details -

Number of Lots: 20  
Front Setback: 25 Feet  
Side Setback: 5 Feet each side  
Rear Setback: 30 Feet  
Placement of Electric Facilities – Front and Rear lot

Union Rural Electric Terms and Conditions - Development must comply with URE's Terms and Conditions for Supplying Electric Service.

Easement Requirements – URE has easement requirements of 20 feet for underground primary and secondary facilities.

- Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on a property line, require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable).
- Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).
- Allow Utility ingress and egress of open space as necessary for maintenance, repairs, replacement of electric facilities.
- Where practical, do not place the easement area over building setbacks, adjacent to is acceptable. URE does not want the primary conductor to be within five feet of the basement walls or building footers.
- Electric easements must be platted and shown on final plat plans.
- No permanent or semi-permanent structures, fencing, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with installation or maintenance of facilities.

Street Crossings and Adjacent Property Paths - Street crossing and adjacent property paths to be determined when facilities layout is completed.

Landscape Plans - Landscape Plans shall not interfere with URE utility easements or access to URE facilities and shall comply with any regulatory and/or NESC rules.



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040  
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

URE Contacts:

- Matt Zarnosky – V.P. Engineering and Operations - Office 937-645-9246 – Cell 716-510-6640
- Brent Ransome – Manager of Engineering – Office 937-645-9241
- Ed Peper – Engineer – Office 937-645-9240
- Ron McGlone – Engineer – Office 937-645-9263
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

- Sheet 1 of 2: No comments.
- Sheet 2 of 2:
  1. An easement is requested running adjacent to Windsor Curve from the east of lot 164 through “Reserve C” to lot 81 of Section 5 (see green area on attached diagrams)
  2. An easement is requested running adjacent to Windsor Curve from the east of lot 115 through “Reserve H” to lot 82 of Section 5 (see green area on attached diagrams)
  3. Other platted primary easement areas as detailed are acceptable with URE.

URE will still need to work with the developer to complete the electrical facility layout.

Regards,

Brent Ransome  
Manager of Engineering Services  
Union Rural Electric Cooperative, Inc  
15461 US Hwy 36  
Marysville, Ohio 43040  
Direct: (937) 645-9241



**STANDARD DEED RESTRICTIONS FOR UNION COUNTY:**

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS. ZONING PERMITS ARE TO BE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 3.

- CESO IRON PIN LEGEND**
- IRON PIN SET (5/8"x30" REBAR W/ CESO CAP)
  - ▲ MAG NAIL SET
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

**NOTE "A":** MITCHELL HIGHLANDS SECTION 3 IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) AND SHALL BE SUBJECT TO THE APPLICABLE REGULATIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION.

SINGLE FAMILY (115-122 & 153-164)	8,276 SF
MIN. LOT SIZE:	60'
MIN. LOT WIDTH:	25'
MIN. FRONT SETBACK:	30'
MIN. REAR SETBACK:	30'
MIN. SIDE SETBACK:	5'

**NOTE "B":** ACREAGE BREAK-DOWN

TOTAL ACREAGE	6.315 Acres
ACREAGE IN LOTS 155-122 & 153-164 INCLUSIVE:	5.074 Acres
TOTAL ACREAGE IN RIGHT-OF-WAYS:	1.241 Acres

**NOTE "C":** AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 3, IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159003880 WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

**NOTE "D":** AT THE TIME OF PLATTING, MITCHELL HIGHLANDS, SECTION 3 IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. AT THE REQUEST OF THE ZONING AUTHORITY AND IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS, THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE FILING OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH. THE APPLICABLE ZONING REGULATIONS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS.

Curve	Delta	Radius	Arc Length	Chord
C1	27° 21' 10"	180.00'	85.93'	N47° 10' 56"W, 85.12'
C2	22° 52' 28"	270.00'	107.79'	N44° 56' 38"W, 107.08'
C3	4° 34' 59"	280.00'	22.40'	S30° 00' 59"E, 22.39'
C4	90° 00' 00"	150.00'	235.62'	N11° 29' 38"E, 212.13'
C5	90° 00' 00"	150.00'	235.62'	S78° 30' 22"E, 212.13'
C6	32° 57' 23"	300.00'	172.58'	S49° 59' 03"E, 170.19'
C7	11° 47' 48"	330.00'	67.94'	N50° 28' 55"W, 67.82'
C8	9° 39' 48"	330.00'	55.66'	N39° 45' 05"W, 55.59'
C9	1° 24' 53"	330.00'	8.15'	N34° 12' 48"W, 8.15'
C10	8° 03' 11"	120.00'	16.87'	N37° 31' 57"W, 16.85'
C11	8° 56' 49"	120.00'	171.63'	N62° 31' 57"W, 157.37'
C12	90° 00' 00"	120.00'	188.50'	N11° 29' 38"E, 189.71'
C13	1° 11' 52"	280.00'	5.85'	N32° 54' 25"W, 5.85'

Curve	Delta	Radius	Arc Length	Chord
C14	1° 20' 30"	250.00'	5.85'	N32° 50' 07"W, 5.85'
C15	1° 31' 29"	220.00'	5.85'	N32° 44' 37"W, 5.85'
C16	12° 03' 47"	180.00'	37.90'	N27° 28' 26"W, 37.83'
C17	16° 46' 10"	180.00'	52.68'	S13° 03' 29"E, 52.50'
C18	16° 46' 10"	180.00'	52.68'	S3° 42' 41"W, 52.50'
C19	16° 46' 10"	180.00'	52.68'	S20° 28' 51"W, 52.50'
C20	16° 46' 10"	180.00'	52.68'	S37° 15' 01"W, 52.50'
C21	10° 51' 32"	180.00'	34.11'	S51° 03' 52"W, 34.06'
C22	12° 20' 20"	180.00'	38.78'	S62° 39' 48"W, 38.69'
C23	16° 46' 10"	180.00'	52.68'	S77° 13' 03"W, 52.50'
C24	16° 46' 10"	180.00'	52.68'	N86° 00' 46"W, 52.50'
C25	16° 46' 10"	180.00'	52.68'	N89° 14' 36"W, 52.50'



Line #	Direction	Length
L1	S26° 15' 48"W	138.88'
L2	S34° 10' 35"E	8.42'
L3	N56° 29' 38"E	128.49'
L4	S25° 27' 30"E	74.44'
L5	S03° 01' 34"W	15.80'



**MITCHELL HIGHLANDS SECTION 3**  
 Jerome Township, County of Union, State of Ohio  
 Virginia Military Survey No. 5134

ID	Description	Date
	Revisions / Submissions	

Project Number: 758734  
 Scale: 1"=30'  
 Drawn By: ATW  
 Checked By: ALB  
 Date: December 18, 2023  
 Issue:  

Drawing Title:  
**Plat**  
 2 of 2

758734\_MitchellHighlands358734\_02\_MitchellHighlands\_Summary.dwg - 12/18/2023 - Alex Benson



<b>Applicant:</b>	<p><b>Kimley-Horn</b> c/o Mike Reeves 7965 North High Street, Suite 200 Columbus, OH 43235 <a href="mailto:mike.reeves@kimley-horn.com">mike.reeves@kimley-horn.com</a></p> <p><b>Rockford Homes</b> c/o Jim Lipnos 999 Polaris Parkway Columbus, OH 43240 <a href="mailto:jlipnos@rockfordhomes.net">jlipnos@rockfordhomes.net</a></p> <p><b>CESO, Inc.</b> c/o Mike Reeves 2800 Corporate Exchange Drive Columbus, OH 43231 <a href="mailto:matt.ackroyd@cesoinc.com">matt.ackroyd@cesoinc.com</a></p>
<b>Request:</b>	Approval of Mitchell Highlands, Section 5 – Final Plat.
<b>Location:</b>	Located northwest of the Mitchell-Dewitt Road and Industrial Parkway intersection in Jerome Township, Union County.

<b>Staff Analysis:</b>	<p>This Final Plat involves 10.931 acres of land and proposes 31 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> <li>○ 2.005 acres in right-of-way</li> <li>○ 7.461 acres in single-family residential lots</li> <li>○ 1.465 acres in open space</li> </ul> <p>Proposed utilities:</p> <ul style="list-style-type: none"> <li>○ City of Marysville public water service</li> <li>○ City of Marysville public sewer service</li> </ul> <p>Preliminary Plat:</p> <ul style="list-style-type: none"> <li>○ The original Preliminary Plat was approved in September 2016. It was extended in 2018, 2020, and 2022.</li> <li>○ The Section 1 Final Plat was approved in Oct 2017.</li> <li>○ The Section 2 Final Plat was approved in Oct 2017.</li> <li>○ The Section 6 Final Plat was approved in Oct 2021.</li> </ul>
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- The Section 4 Final Plat was approved Aug 2022.

• **Union County Engineer’s Office**

- The Engineer’s Office submitted comments in a letter dated 02-01-24. The Engineer’s Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been approved yet. The Engineer’s Office recommended denial due to the **outstanding bond**. The Engineer’s Office reserved the right to change its recommendation, should its comments be addressed prior to the LUC meetings.

Additional comments are listed below:

1. The Map room submitted mark-ups in a separate communication and those were provided to the applicant’s engineer.

• **Union County Soil & Water Conservation District**

- In an email dated 01-29-24, the District advised it had no comments.

• **Union County Health Department**

- No comments received as of 01-31-24. Standard comments from the Health Department are below:
  1. “All efforts should be made to provide a point of connection (via easements and/or service lines) 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 (SWS).”
  2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (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 at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a



private water system (PWS) and sewage treatment system (STS).”

• **City of Marysville**

- In an email dated 02-02-24, the City advised it had no comments.

• **Jerome Township**

- The Township submitted comments in a letter dated 01-24-24. The Township is **unable to confirm** whether the Plat conforms to the Detailed Development Plan because none has been approved. **Some** of the Township’s other comments are listed below and summarized for reference. (Please refer to letter for all comments.)
  1. Sheet 1: The Township requested the note labeled “Zoning” to read, “The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD16-123.”
  2. Sheet 2: The Township requested notes A and D be combined into one note. Please see the letter for the language requested by the Township. **Note: LUC staff does not recommend combining these notes, but recommends making the text changes requested.**
  3. Sheet 2: Please replace “Min. Lot Size:” with “Min. Lot Area:”.
  4. Sheet 2: Please change the label “Lot Width” to “Min. Lot Width”.
  5. Sheet 2: Please remove the term “Min.” and redesignate each note as “Front Yard Setback”, “Side Yard Setback”, and “Rear Yard Setback”.
  6. Sheet 2: The Township recommended the “Standard Deed Restrictions for Union County” be reviewed.

• **ODOT District 6**

- No comments received as of 01-31-24.

• **Union Rural Electric**

- The Township submitted comments in a letter dated 01-29-24. **Some** of the Township’s other comments are listed below and summarized for reference. (Please refer to letter for all comments.)



1. Sheet 2: An **offsite** easement is requested running adjacent to Windsor Curve from Lot 81 through Section 2's "Reserve C" to Section 3's Lot 164.  
**Note: LUC staff does not recommend this change because it impacts another subdivision, not included in this proposal. This would require an Amended Final Plat.**
2. Sheet 2: An easement is requested running adjacent to Windsor Curve from Lot 82 through Section 3's "Reserve H" to Lot 115.

• **LUC Regional Planning Commission**

1. Sheet 1: A required line of text is missing in the Surveyor's Certificate. The second paragraph should read, "All measurements are in feet and decimals of a foot. **All measurements on curves are (Chord or Arc) distances.**" Please indicate either **chord or arc** (Article 8).
2. Sheet 1: Please a line of text, found in the center of the Sheet under the signature lines. The line should read, "Filed for Record this \_\_\_\_ day of \_\_\_\_ 2024, **at \_\_\_\_ m.**"
3. Sheet 2: Please review length of C6, which is located along R/W of Highlands Avenue (§323, 6.).
4. Sheet 2: The Util & URE Esmt apparently stops at the rear of Lot 82. It does not appear to run through "Reserve H" into Section 3, Lot 115 (§323, 7.).
5. Sheet 2: There is a Drn Esmt at the rear of lots 71-66. How is the Drn Esmt accessed? There does not appear to be a Drn Esmt in Section 6 (§323, 7.).
6. Sheet 2: The Drn Esmt along the side of Lot 72 is below the Subdivision Regulations minimum of 10'. Please review and adjust (§323, 7.; §414).
7. Sheet 2: Under "Standard Deed Restrictions for Union County":
  - Item #1 should include the word "local" and read "...in violation of applicable **local, state,** or federal regulations."
  - Item #3 includes an error. It should read "**Owners** shall be responsible for the repair."
  - Item #4 Item #4, Line 2 should be adjusted as "**water and sewer permits**".
  - Item #5 includes an error. It should read, "The





**Staff Report – Mitchell Highlands Section 5**

	<p>lot owner and his successors and assigns agree to assume any and all sanitary sewer, <b>and</b> water service, <b>charges to and</b> ditch maintenance charges <b>which are established by the Union County Commissioners</b> for Mitchell Highlands Section 5.”</p> <p>8. 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.).</p> <p>9. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).</p>
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<p><b>Staff Recommendations:</b></p>	<p>Staff recommends <b>DENIAL</b> of Mitchell Highlands, Section 5 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 02-08-24 LUC meetings, certification that the Final Plat conforms with the Township’s zoning (§401; §412, 1.; §413, 2.) and confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise.</p>
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<p><b>Z&amp;S Committee Recommendations:</b></p>	<p><i>Options for action:</i></p> <ul style="list-style-type: none"> <li>○ <i>Approval</i></li> <li>○ <i>Conditional Approval (state conditions)</i></li> <li>○ <i>Denial (state reasons)</i></li> <li>○ <i>Table (if requested)</i></li> </ul>
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# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

**Note:** If mailing plats, they **must** be sent to LUC's PO Box 219. If using a service, it's your responsibility to follow-up and ensure that LUC has received your submittal. Delivery services such as UPS and Fed Ex do not generally deliver directly to LUC's office.

10820 St. Rt. 347, PO Box 219  
East Liberty, Ohio 43319  
• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Date: 1/15/2024

Section/Phase: Mitchell Highlands Block \_\_\_\_\_  
Location: 5 Union County \_\_\_\_\_  
Township: Jerome Military Survey: 5134 \_\_\_\_\_  
Complete Parcel(s) Identification Number (PIN): 17-00220190000 \_\_\_\_\_

Has a Preliminary Plat been approved for this subdivision?: Yes  No  Date: \_\_\_\_\_

Kimley-Horn (Mike Reeves)  
Address: 7965 N High Street, Suite 200 \_\_\_\_\_  
City: Columbus State: OH Zip: 43235 \_\_\_\_\_  
Phone: 614-472-8546 Fax: \_\_\_\_\_ Email: mike.reeves@kimley-horn.com \_\_\_\_\_

Rockford Homes (Jim Lipnos)  
Address: 999 Polaris Parkway \_\_\_\_\_  
City: Columbus State: OH Zip: 43240 \_\_\_\_\_  
Phone: 614-785-0015 Fax: \_\_\_\_\_ Email: jlipnos@rockfordhomes.net \_\_\_\_\_

**Name of Applicant's Surveyor or Engineer** CESO, Inc. (Matt Ackroyd) \_\_\_\_\_  
Address: 2800 Corporate Exchange Drive \_\_\_\_\_  
City: Columbus State: OH Zip: 43231 \_\_\_\_\_  
Phone: 614-619-0515 Fax: \_\_\_\_\_ Email: matt.ackroyd@cesoinc.com \_\_\_\_\_

Proposed Acreage to be Subdivided: 10.931 Acres \_\_\_\_\_

Current Zoning Classification: Planned Development District \_\_\_\_\_

Proposed Zoning Changes: \_\_\_\_\_

Proposed Land Use: Residential Single Family \_\_\_\_\_

Acreage w/in Approved Preliminary Plat: 102.55+/- Acres

Acreage w/in Section and/or Block: 10.931 Acres

Number of lots from Preliminary Plat 31 within Section 5 \_\_\_\_\_



# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Number of Lots w/in this Section: 31

Number of units from Preliminary Plat: 31

Number of Units w/in this Section: 31

Typical Lot Width: 60 Feet Typical Lot Area: 8,276

Single Family Units: \_\_\_\_\_ Sq. ft Multi-Family Units: \_\_\_\_\_

Acreage to be devoted to recreation, parks or open space: 1.465 Acres

Recreation facilities to be provided: 0

Approved method of Supplying Water Service: Marysville Water

Approved method of Sanitary Waste Disposal: Marysville Sanitary Sewer

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? NO

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* NO

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer? YES

Has estimated construction cost been approved by the County Engineer? YES

Bond has been submitted to County Engineer? NO

Bond approved by County Commissioners? NO

Date filed: \_\_\_\_\_ Filing Fee: \_\_\_\_\_

Date of Meeting of Planning Commission: \_\_\_\_\_

Action by Planning Commission: \_\_\_\_\_

If rejected, reason(s) for: \_\_\_\_\_

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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## Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	✓	
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.	✓	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	✓	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	✓	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	✓	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	✓	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	✓	
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.	✓	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	✓	
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.	✓	
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.	✓	
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	✓	
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.	✓	
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).	✓	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.		✓





# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

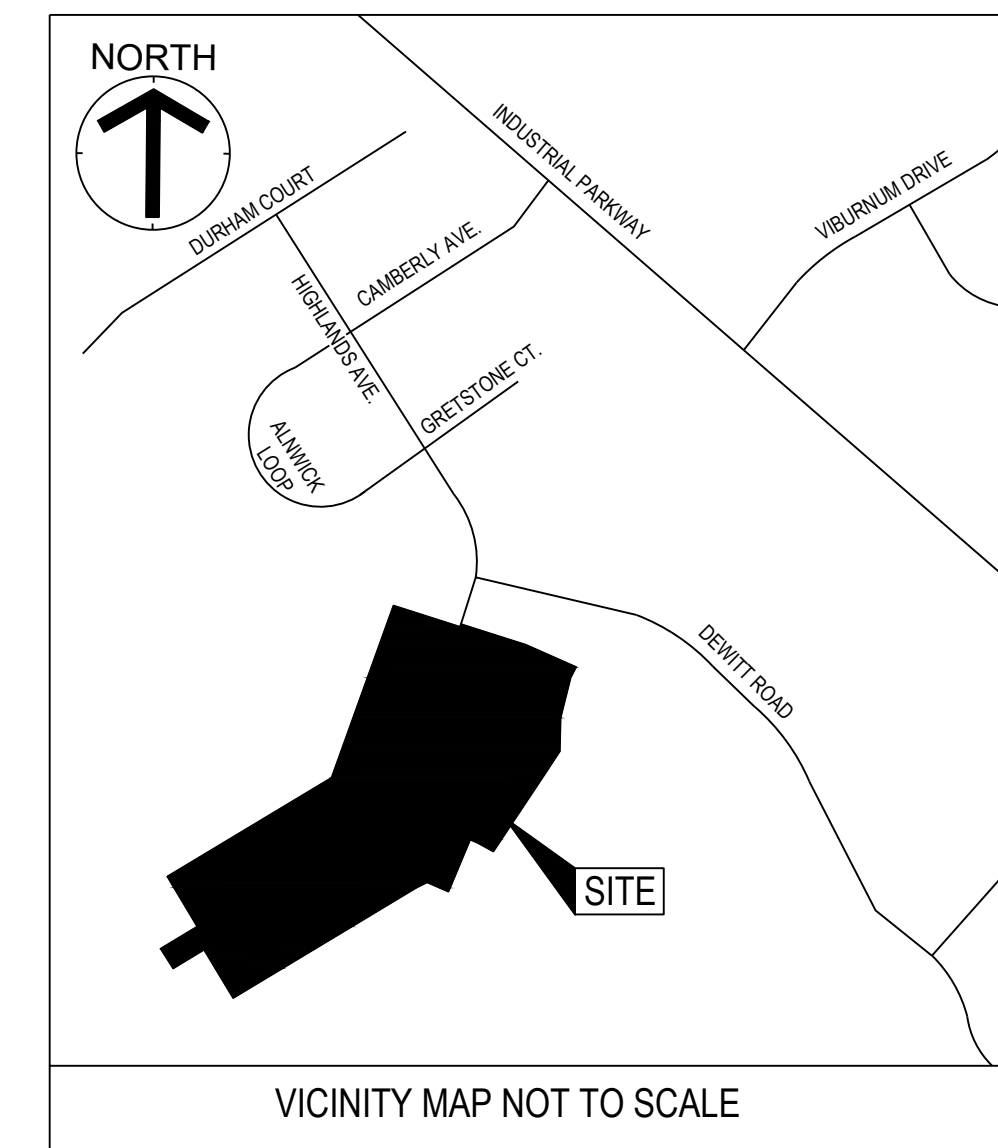
15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.	✓	
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.	✓	
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.		✓
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.		✓
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.	✓	
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.		✓
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.		✓
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	✓	

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# MITCHELL HIGHLANDS SECTION 5

STATE OF OHIO, COUNTY OF UNION, JEROME TOWNSHIP,  
VIRGINIA MILITARY SURVEY NO. 5134



WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, JEROME TOWNSHIP, VIRGINIA MILITARY SURVEY 5134, CONTAINING 10.931 ACRES OF LAND, MORE OR LESS, BEING ALL OUT OF THAT ORIGINAL 95.035 ACRE TRACT OF LAND CONVEYED TO ROCKFORD HOMES INC., OF RECORD IN INSTRUMENT NUMBER 201608240006790.

THE UNDERSIGNED, ROCKFORD HOMES, INC., BY JIM LIPNOS, DIRECTOR OF LAND OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS, "MITCHELL HIGHLANDS SECTION 5", A SUBDIVISION CONTAINING LOTS NUMBERED 57-87 AND RESERVE "H", AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATED TO PUBLIC USE, AS SUCH, ALL OR PARTS OF HIGHLANDS AVENUE HEREON AND PART OF WINDSOR CURVE AND NOT HERTOFERE DEDICATED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT". DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH EASEMENTS ARE HEREBY RESERVED. EASEMENTS SHOWN HEREON ARE RESERVED FOR, BUT NOT LIMITED TO, THE FOLLOWING COMPANIES: COLUMBIA GAS OF OHIO, INC., SBC, SPECTRUM, UNION RURAL ELECTRIC (URE), INSIGHT COMMUNICATIONS, WIDE OPEN WEST AND THE CITY OF MARYSVILLE.

DRAINAGE EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT". WITHIN THOSE AREAS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAT, AN EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE UNION COUNTY ENGINEER. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH DRAINAGE EASEMENTS ARE HEREBY RESERVED.

KNOW ALL MEN BY THESE PRESENTS THAT JIM LIPNOS AND ROCKFORD HOMES, INC., OWNERS OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE (STREETS, ROADS, PARKS, EASEMENTS, ETC.) TO THE PUBLIC USE FOREVER.

**SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:**

ROCKFORD HOMES, INC.  
AN OHIO CORPORATION

BY: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_

\_\_\_\_\_ JIM LIPNOS  
DIRECTOR OF LAND

\_\_\_\_\_ WITNESS

STATE OF OHIO  
COUNTY OF: \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JIM LIPNOS, DIRECTOR OF LAND OF SAID ROCKFORD HOMES, INC., AN OHIO CORPORATION LANDS PLATTED HEREIN, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY \_\_\_\_\_  
NOTARY PUBLIC

REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY ENGINEER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
LUC REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

\_\_\_\_\_  
UNION COUNTY COMMISSIONER

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
UNION COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\_\_\_\_\_  
UNION COUNTY RECORDER

**ZONING**

"MITCHELL HIGHLANDS SECTION 5" IS ZONED AS PD (PLANNED DEVELOPMENT DISTRICT) AND SHALL BE IN ACCORDANCE TO THE ADOPTED DEVELOPMENT TEXT PER THE TOWNSHIP ZONING RESOLUTION.

**BASIS OF BEARING**

THE BASIS OF BEARING SHOWN HEREON IS BASED ON SOUTH 49°01'47" EAST FOR A PORTION OF THE CENTERLINE OF INDUSTRIAL PARKWAY, OHIO STATE PLANE SOUTH ZONE, NAD 83 (2011) AS DETERMINED BY GPS OBSERVATIONS.

**SOURCE OF DATA**

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

**IRON PINS**

ALL IRON PINS SET ARE SOLID 5/8" REBAR WITH A CAP MARKED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

**PERMANENT MARKERS**

ALL PERMANENT MARKERS SET ARE SOLID IRON PINS, 1" IN DIAMETER, WITH AN ALUMINUM CAP STAMPED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

**CERTIFICATION**

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 2.005 ACRES IN STREETS, 1.465 ACRES IN RESERVES AND 7.461 ACRES IN LOTS MAKING A TOTAL OF 10.931 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 5, AS SURVEYED NOVEMBER 2021.

MATTHEW J. ACKROYD, P.S. \_\_\_\_\_ DATE: \_\_\_\_\_

OHIO P.S. NO. 28897  
2800 CORPORATE EXCHANGE DRIVE, SUITE 400  
COLUMBUS, OHIO 43231

**CESO IRON PIN LEGEND**

- ⊙ 3/4" IRON PIN FOUND W/ CESO CAP UNLESS OTHERWISE DESCRIBED
- ⊙ IRON PIN SET (5/8"x30" REBAR W/ CESO CAP)
- △ MAG NAIL SET
- PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)
- ⊙ MAG NAIL FOUND

**ACREAGE BREAKDOWN**

PARCEL NUMBERS: 17-00220190000      MAP NUMBERS: 135-00-00-082.0000      ACREAGE: 10.931 ACRES

**OWNER/DEVELOPER:**  
ROCKFORD HOMES  
999 POLARIS PARKWAY SUITE 200  
COLUMBUS, OH 43240  
PHONE: (614) 785-0015  
CONTACT: COREY THEUERKAUF

**SURVEYOR:**  
CESO, INC.  
2800 CORPORATE EXCHANGE DRIVE  
SUITE 400  
COLUMBUS, OH 43231  
PHONE: (614) 619-0515  
CONTACT: MATT ACKROYD  
DATED: 12/18/2023

Revisions / Submissions		
ID	Description	Date

© 2023 CESO, INC.  
Project Number: 758734  
Scale: N/A  
Drawn By: ATW  
Checked By: ALB  
Date: December 18, 2023  
Issue:

Drawing Title:  
**Plat**





3601 Rgby Rd., Suite 300  
Mansfield, OH 43342  
Phone: 937.435.8584 Fax: 888.208.4826

**MITCHELL HIGHLANDS SECTION 5**  
Jerome Township, County of Union, State of Ohio  
Virginia Military Survey No. 5134

**NOTE "A":** MITCHELL HIGHLANDS SECTION 5 IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) AND SHALL BE SUBJECT TO THE APPLICABLE REGULATIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION.

SINGLE FAMILY (57-87)

MIN. LOT SIZE:	8,276 SF
MIN. LOT WIDTH:	60'
MIN. FRONT SETBACK:	25'
MIN. REAR SETBACK:	30'
MIN. SIDE SETBACK:	5'

**NOTE "B":** ACREAGE BREAKDOWN

TOTAL ACREAGE:	10.931 Acres
ACREAGE IN LOTS 57-87 INCLUSIVE:	7.461 Acres
ACREAGE IN RESERVE "H":	1.465 Acres
TOTAL ACREAGE IN RIGHT-OF-WAYS:	2.005 Acres

**NOTE "C":** AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 5, IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

**NOTE "D":** AT THE TIME OF PLATTING, MITCHELL HIGHLANDS, SECTION 5 IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. AT THE REQUEST OF THE ZONING AUTHORITY AND IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS, THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE FILING OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH. THE APPLICABLE ZONING REGULATIONS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS.

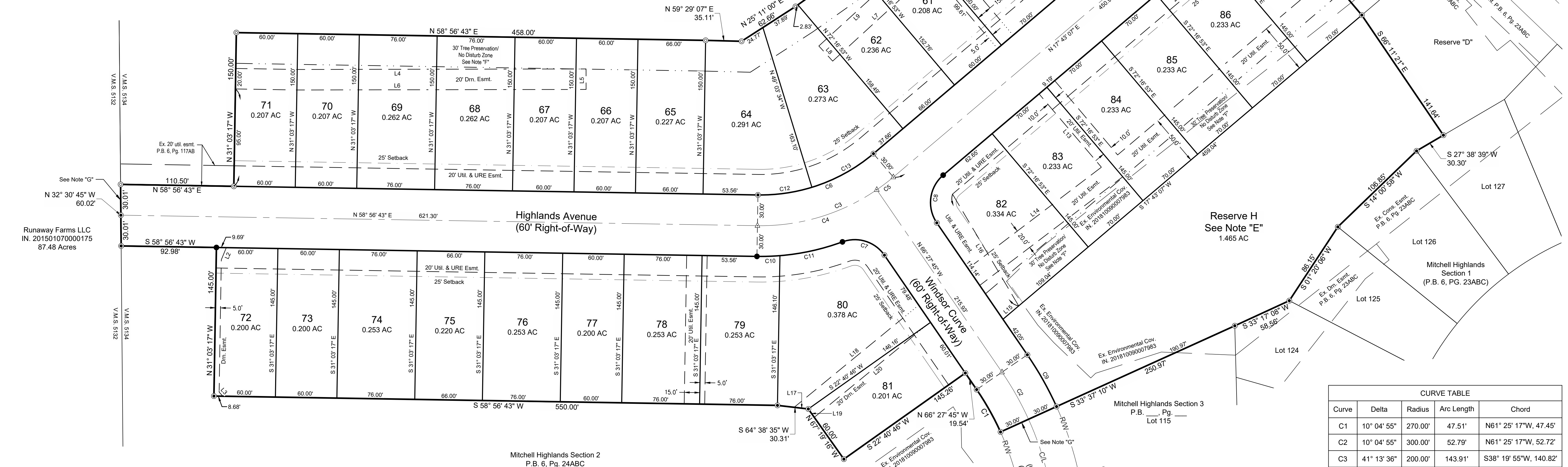
**NOTE "E":** RESERVE "H" IS TO BE OWNED AND MAINTAINED BY THE MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER CONTROL AND MAINTENANCE.

**NOTE "F":** THE AREAS INDICATED AS TREE PRESERVATION/NO DISTURB ZONES SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF THE ZONING RESOLUTION, INCLUDING THE REGULATION TEXT THAT APPLIES TO THIS PLANNED DEVELOPMENT DISTRICT. REMOVAL OF TREES AND VEGETATION MAY ONLY BE MADE IN COMPLIANCE WITH THOSE PROVISIONS WHICH MAY INCLUDE APPROVAL OF A ZONING CERTIFICATE.

**NOTE "G":** NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT OF WAY IS EXTENDED BY PLAT, DEED, OR EASEMENT.

**STANDARD DEED RESTRICTIONS FOR UNION COUNTY:**

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS. ZONING PERMITS ARE TO BE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 5.



LINE TABLE

Line #	Direction	Length
L1	N17° 43' 07"E	7.32'
L2	S09° 33' 37"E	12.79'
L3	S74° 05' 35"E	5.39'
L4	N57° 53' 32"E	281.95'
L5	S32° 06' 28"E	20.00'
L6	S57° 53' 32"E	282.14'
L7	S15° 31' 58"W	130.71'

LINE TABLE

Line #	Direction	Length
L8	N74° 28' 02"W	20.00'
L9	N15° 31' 58"E	141.29'
L10	N17° 43' 07"E	280.69'
L11	S72° 16' 53"E	20.00'
L12	S17° 43' 07"W	65.00'
L13	N72° 23' 56"W	93.91'
L14	N20° 46' 50"E	163.37'

LINE TABLE

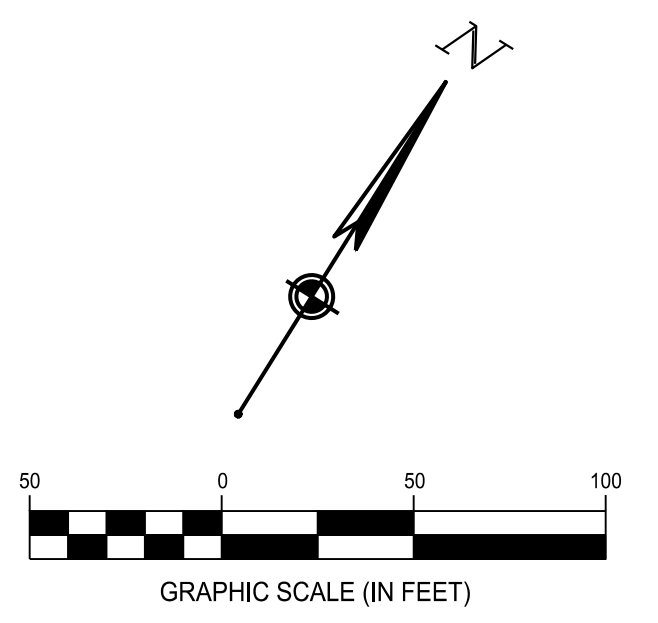
Line #	Direction	Length
L15	S17° 43' 07"W	20.14'
L16	S62° 37' 36"E	126.80'
L17	S64° 38' 35"W	13.90'
L18	N18° 38' 24"E	157.19'
L19	S67° 19' 16"E	10.03'
L20	N18° 38' 24"E	146.53'

CURVE TABLE

Curve	Delta	Radius	Arc Length	Chord
C1	10° 04' 55"	270.00'	47.51'	N61° 25' 17"W, 47.45'
C2	10° 04' 55"	300.00'	52.79'	N61° 25' 17"W, 52.72'
C3	41° 13' 36"	200.00'	143.91'	S38° 19' 55"W, 140.82'
C4	35° 24' 28"	200.00'	123.60'	N41° 14' 29"E, 121.64'
C5	5° 49' 08"	200.00'	20.31'	N20° 37' 41"E, 20.30'
C6	23° 13' 19"	170.00'	68.90'	N29° 19' 47"E, 68.43'
C7	75° 48' 05"	35.00'	46.30'	S75° 38' 13"W, 43.00'
C8	84° 10' 52"	35.00'	51.42'	S24° 22' 19"E, 46.92'
C9	10° 04' 55"	330.00'	58.07'	S61° 25' 17"E, 57.99'
C10	5° 35' 54"	230.00'	22.47'	S66° 08' 47"W, 22.46'
C11	15° 36' 40"	230.00'	62.67'	S45° 32' 30"W, 62.47'
C12	18° 00' 17"	170.00'	53.42'	S49° 56' 35"W, 53.20'
C13	23° 13' 19"	170.00'	68.90'	S29° 19' 47"W, 68.43'

CESO IRON PIN LEGEND

●	3/4" IRON PIN FOUND W/ CESO CAP UNLESS OTHERWISE DESCRIBED
○	IRON PIN SET (5/8"x30" REBAR W/ CESO CAP)
▲	MAG NAIL SET
●	PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)
○	MAG NAIL FOUND



Revisions / Submissions

ID	Description	Date

© 2023 CESO, INC.  
Project Number: 758734  
Scale: 1"=50'  
Drawn By: ATW  
Checked By: ALB  
Date: December 18, 2023  
Issue:

Drawing Title:  
**Plat**  
**2 of 2**

758734-H-MITCHELL HIGHLANDS SECTION 5 PLAT.dwg - 12/19/2023 - Alex Benson



# TRANSFERRED

AUG 24 2016

ANDREA WEAVER, AUDITOR  
This conveyance has been examined and the Grantor  
complied with Section 319.202 of the Revised Code  
FEE \$ 9503.60  
EXEMPT

Return Documents To: Title First Agency, Inc., 3650 Olentangy River Road, Suite 400, Columbus, Ohio  
43214  
Order No.: 2015815

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS; That **Donald G. Rose, Married,** of Union County, State of Ohio for Ten Dollars (\$10.00) and other good and valuable consideration paid, grants with general warranty covenants to **Rockford Homes, Inc.,** an Ohio corporation, the following Real Property:

Please See Attached Legal Description as Exhibit "A"

Map No: 135-00-00-081.000 and 135-00-00-082.000 and 135-00-00-056.001

VMS: 5134

Parcel Nos: 1500220180000, 1700220190000, 1500220322010

Known As: 95.035 Acres Industrial Parkway / Mitchell-Dewitt Rd.,  
Plain City, OH 43064

Tax Mailing Address: ROCKFORD HOMES INC.  
999 POLARIS PARKWAY, INC.  
COLUMBUS, OH 43240

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record. Except taxes and assessments, if any, now a lien and thereafter due and payable.

Prior Instrument Reference: Deed Record 289, Page 329 (as to Parcels 1 & 2—Save and Except Deed Record 339, Page 137) and Deed Record 339, Page 135 (as to Parcel 3) of the Deed Records of Union County, Ohio.

Robin Lee Rose, spouse of Donald G. Rose, releases any and all rights of dower herein.

Signature(s) and Notary Acknowledgment on Next Page

Executed this 17<sup>th</sup> day of Aug., 2016

Donald G. Rose  
Donald G. Rose

Robin Lee Rose  
Robin Lee Rose, signing solely to release dower

State of OHIO  
County of FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Aug., 2016 by **Donald G. Rose and Robin Lee Rose.**

Mark A. Martin  
Notary Public



**MARK A. MARTIN**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 5, 2021

This instrument prepared by:  
**Paul C. Thompson, Esq., 4040 Embassy Parkway, Suite 310, Akron, OH 44333**  
Return Documents To: Title First Agency, Inc., 3650 Olentangy River Road, Suite 400, Columbus, Ohio 43214





Civil &amp; Environmental Consultants, Inc.

**DESCRIPTION OF 95.035 ACRES  
UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, and being part of that 96.413 acres described by Deed Book 289, Page 329, and all of that 0.633 acres described as Parcel II in Deed Record 339, Page 135, all being conveyed to Donald G. Rose, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

**BEGINNING FOR REFERENCE**, at an iron pin set at a corner common to Lot 36, as shown on record plat of Mitchell Crossing, in Plat Book 5, Page 379A – 379B and a 3.682 acres tract conveyed to Brian S. Barnhill & Krysten M. Carney by Official Record 1030, Page 680, said iron pin also being on the northeasterly line of a 2.491 acres tract conveyed to Roy A. Mack and Amber A Mack, of record in Instrument 201405150003195;

Thence, North 32°46'04" West, along a line common to said 3.682 acres and said 2.491 acres, a distance of 64.92 feet, to a 3/4 inch iron pin found at a corner common to said 96.413 acres and said 2.491 acres, and also being the **POINT OF TRUE BEGINNING**;

Thence, South 59°14'42" West, with a line common to said 96.413 acres and said 2.491 acres, a distance of 138.60 feet, to a an iron pin set at a corner common to said 2.491 acres and 3.165 acre tract conveyed to Alan R. McDonald and Mary L. McDonald by Instrument 201403250001873;

Thence, South 59°02'52" West, with a line common to said 96.413 acres and in part with said 2.491 acres, a distance of 1046.52 feet, to an iron pin set at a corner common to a 3.543 acre tract (2.210 acres with exceptions) conveyed to Gary Jarrell and Mary Ann Jarrell, by Official Record 38, Page 601 and said 0.633 acres;

Thence, South 15°24'39" East, along a line common to said 3.543 acres and said 0.633 acres, and passing over an iron pin found at 268.73 feet, a total distance of 295.78 feet, to a mag nail set in the centerline of Mitchell-Dewitt Road;

Thence, South 81°30'11 West, along said centerline and south line of said 0.633 acres, a distance of 100.73 feet, to a mag nail set at a corner common to said 0.633 acres and a 0.700 acres conveyed to Donald L. Smith and Garnet R. Smith, of record in Deed Record 340, Page 132;

Thence, North 15°24'37" West, leaving said centerline and with a line common to said 0.633 acres and said 0.700 acres, a distance of 255.85 feet, to an iron pin set at a corner common to said 0.633 acres and 0.700 acres and that 2.00 acres conveyed to Donald L. Smith and Garnet R. Smith of record in Deed Book 339, Page 173;

Thence, with the perimeter of said 2.00 acres, the following courses;

North 12°42'40" West, a distance of 390.37 feet, to an iron pin set;

South 59°02'52" West, a distance of 301.50 feet, to an iron pin set on a line common to said 96.413 acres and an original an 87.483 acres tract, conveyed to Runway Farms, LLC, by Instrument 201501070000175;

Thence, North 32°30'45" West, with a line common in part to said 96.413 acres and said 87.483 acres, a distance of 1181.47 feet, to a 3/4 inch iron pin found at corner common to said 87.483 acres and a 92.5 acre tract conveyed to Thomas Barton, Tamara Redmond, and Linda Arrasmith, Trustees of the Thomas Barton Trust, by Official Record 947, Page 373;

Thence, North 32°11'54" West, along a line common with said 96.413 acres and in part with said 92.5 acres, passing a 3/4 inch iron pin (without cap & bent) at a distance of 184.23 feet, a total distance of 924.85 feet, to a 5/8 inch rebar found (without cap), at a corner common to said 96.413 acres, a 100.50 acre tract conveyed to David Crager, Et Al by Official Record 857, Page 823, Page 821, Page 825, and Official Record 947, Page 463, and a 8.89 acres tract conveyed to Barry D. Adler and Mary Cotter by Deed Record 292, Page 645.



CEC Project 162-554

Thence, North 57°22'47" East, along a line common to said 96.413 acres and said 8.89 acre tract, passing a 3/4 inch iron pin found (without cap) at a distance of 1724.59 feet, a total distance of 1755.79 feet, to a mag nail set in the centerline of Industrial Parkway;

Thence, South 49°01'47" East, along said centerline and east line of said 96.413 acres, a distance of 765.11 feet, to a mag nail set at the northwest corner of a 0.930 acre tract conveyed to Karl R. Zeiters and Elizabeth A. Zeiters, by Official Record 647, Page 589;

Thence, South 57°07'00 West, along a line common to said 96.413 acres and said 0.930 acres, a distance of 265.30 feet, to an iron pin set;

Thence, South 48°56'52" East, along a line common to said 96.413 acres and in part with said 0.930 acres and in part with 0.90 acres tract conveyed to Karl R. Zeiters and Elizabeth A. Zeiters, by Official Record 647, Page 589, a distance of 322.28 feet, to an iron pin set at a common corner of said 0.90 acre and the north line of a 5.059 acre tract conveyed to David M. and Sheila R. Staats, by Deed Record 311, Page 766;

Thence, with a line common to said 96.413 acres and said 5.059 acres, the following courses;

South 56°35'33" West, a distance of 260.55 feet, to an iron pin set;

South 49°01'47" East, a distance of 791.80 feet, to a 1 inch iron pin found (without cap) on the westerly line of 7.812 acre tract conveyed to Albert L. Schoby and Florence M. Schoby, Trustees (1/2 interest) and Florence M. Schoby and Albert L. Schoby, Trustees (1/2 interest) by Official Record 272, Page 320;

Thence, with a line common to said 96.413 acres and said 7.812 acres, the following courses;

South 42°06'03" West, a distance of 325.77 feet, to an iron pin set;

South 32°46'04" East, a distance of 626.69 feet, to **THE POINT OF TRUE BEGINNING**, containing 95.035 acres, more or less. Of said 95.035 acres, 31.601 acres are within the Jonathon Alder LSD, and 63.434 acres are within the Dublin CSD.

Where indicated herein, all iron pins set are 5/8 inch rebar, 30 inches in length bearing a yellow cap with the initials "CEC".

The bearing described herein are based on the centerline right-of-way of Industrial Parkway being South 49°01'47" East, as measured with GPS observations on July 8<sup>th</sup>, 2016.

This description is based on an actual field survey performed on July 8<sup>th</sup>, 2016, under the supervision of Mark Alan Smith, and in accordance with Chapter 4733-37 Ohio Administrative Code.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC

*Mark Alan Smith* 8/7/2016  
 Mark Alan Smith P.S. Date  
 Registered Surveyor No. 8232

DESCRIPTION ACCEPTABLE  
95.035 ACRE TRACT(S)  
 PLANNING COMMISSION APPROVAL  
NOT REQUIRED  
 DATE 8-24-16  
 JEFF STAUCH  
 UNION COUNTY ENGINEER

Date Prepared: July 31, 2016  
 162554-95.035-Acres.docx

Page 2 of 2



**PLAT OF SURVEY**  
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME  
VIRGINIA MILITARY SURVEY 5134

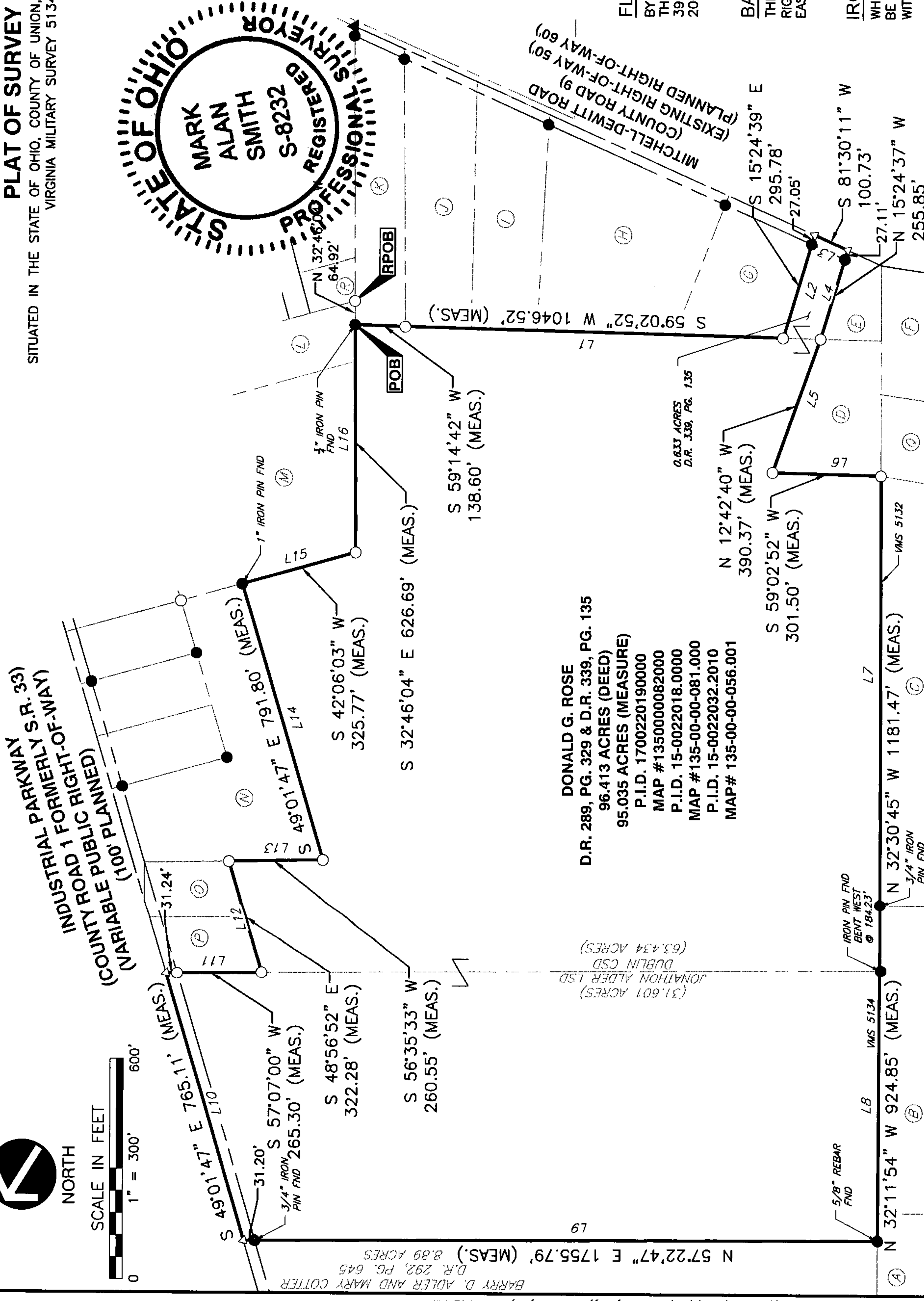


RECORD LINE TABLE		
LINE #	DIRECTION (REC.)	LENGTH (REC.)
L1	S 58°46'20" W	1456.06'
L2	S 15°42'51" E	295.78'
L3	S 81°11'59" W	100.73'
L4	N 15°42'41" W	255.85'
L5	S 12°42'51" E	391.09'
L6	N 58°44'40" W	301.50'
L7	N 32°59'23" W	1734.94'
L8	N 32°29'22" W	741.32'
L9	N 56°59'20" E	1755.74'
L10	S 49°25'24" E	766.12'
L11	S 56°48'15" W	265.70'
L12	S 49°18'07" E	322.61'
L13	S 56°11'56" W	259.74'
L14	S 49°25'24" E	791.53'
L15	S 41°43'06" W	325.85'
L16	S 33°08'19" E	627.44'

**FLOOD NOTE**  
BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY MAP NO. 39159C0388D, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 16, 2008.

**BASIS OF BEARING**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

**IRON PINS**  
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" SOLID REBAR, THIRTY INCHES IN LENGTH WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC"



**Civil & Environmental Consultants, Inc.**  
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085  
614-540-6633 - 888-598-6808  
www.cecinc.com

**LEGEND**

- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- △ MAG NAIL SET
- IRON PIN SET

WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED WITH ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE. FIELDWORK COMPLETED ON: JULY 8, 2016


*Mark Alan Smith*  
MARK ALAN SMITH  
PROFESSIONAL SURVEY NO.: S-8232

APPROVED BY: JWC  
CHECKED BY: ALB  
DRAWN BY: ALB  
DATE: AUGUST 2016  
PROJECT NO.: 162-554  
DRAWING NO.: 1 OF 2

P:\2016\162-554-Survey\dwg\162554-SV01-LOTSPLIT-ROSE.dwg\LAYOUT11 LS:(8/17/2016 - Jerry) - LP: 8/17/2016 4:32 PM

P:\2016\162-554-Survey\Drawings\16254-5V01-LOTSPLIT-ROSE.dwg(1/17/2016 4:32 PM) - LP: 8/17/2016 4:32 PM

- A: JAMES A. CRAGER, SR., AS TRUSTEE UNDER THE TRUST OF JAMES EDWARD CRAGER AND EMMA ELIZABETH CRAGER ET AL  
100.50 ACRES  
O.R. 857, PG. 823, 821, 825  
O.R. 947, PG. 463
- B: THOMAS BARTON, TAMARA REDMOND, AND LINDA ARRASMITH, TRUSTEES OF THE THOMAS BARTON TRUST  
92.5 ACRES  
O.R. 947, PG. 373
- C: RUNWAY FARMS LLC  
IN. 201501070000175  
87.483 ACRES
- D: DONALD L SMITH AND GARNET R SMITH  
D.R. 339, PG. 137  
2.00 ACRES
- E: DONALD L SMITH AND GARNET R SMITH  
D.R. 340, PG. 132  
0.700 ACRES
- F: KATHIE A. FRY  
O.R. 497, PG. 931  
O.R. 1016, PG. 235  
1.902 ACRES
- G: GARY JARRELL AND MARY ANN JARRELL  
O.R. 38, PG. 601  
2.21 ACRES
- H: JONATHON W. KETCHUM AND JANET L. KETCHUM  
5.150 ACRES  
O.R. 203, PG. 723
- I: DONALD R. LUDWIG AND NORA A. LUDWIG  
O.R. 278, PG. 757  
2.814 ACRES
- J: ALAN R. MCDONALD AND MARY L. MCDONALD  
IN. 201403250001873  
3.165 ACRES
- K: ROY A. MACK AND AMBER A. MACK  
IN. 2014051500003195  
2.491 ACRES
- L: BRIAN S. BARNHILL & KRISTEN M. CARNEY  
O.R. 1030, PG. 680  
3.682 ACRES
- M: ALBERT L. SCHOBY AND FLORENCE M. SCHOBY TRUSTEES (4 INTEREST)  
FLORENCE M. SCHOBY AND ALBERT L. SCHOBY TRUSTEES (4 INTERESTS)  
O.R. 272, PG. 320  
7.812 ACRES
- N: DAVID M. AND SHEILA R. STAATS  
D.R. 311, PG. 766  
5.059 ACRES
- O: KARL R. ZEITERS AND ELIZABETH A ZEITERS  
O.R. 647, PG. 589  
0.90 ACRES
- P: KARL R. ZEITERS AND ELIZABETH A ZEITERS  
O.R. 647, PG. 589  
0.93 ACRES
- Q: KATHIE A. FRY  
O.R. 1016, PG. 235  
5.000 ACRES
- R: MITCHELL CROSSING  
LOT 36  
P.B. 5, PG. 379A-379B

 <b>Civil &amp; Environmental Consultants, Inc.</b> 250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085 614-540-6633 · 888-598-6808 <a href="http://www.cecinc.com">www.cecinc.com</a>	DONALD G. ROSE INDUSTRIAL PARKWAY COUNTY OF UNION TOWNSHIP OF JEROME	JWC APPROVED BY: MAS DATE: AUGUST 2016 DWG SCALE: 1" = 100' PROJECT NO: 162-554
		DRAWING NO: 2 OF 2





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Union County Recorder DOC:DECL

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
(MITCHELL HIGHLANDS)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28<sup>th</sup> day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibits A-1 and A-2 attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving



such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

### ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20) day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) 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

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design cues that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and



maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

#### ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars (\$50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.  
999 Polaris Parkway, Suite 200  
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,  
an Ohio Corporation

By: *Donald R. Wick*  
Donald R. Wick, President

State of Ohio  
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28<sup>th</sup> day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

*Kimberly J. Wilcheck*  
KIMBERLY J. WILCHECK  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

**EXHIBIT A-1**

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

## EXHIBIT A-2

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000



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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
Re-record to add new (MITCHELL HIGHLANDS)  
exhibit A-1 to correct  
addresses**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28<sup>th</sup> day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibits A-1 and A-2 attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

- 1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.
- 1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.
- 1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.
- 1.04. OWNER. A person owning a fee simple interest in property.
- 1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").
- 1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.
- 1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.
- 1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.
- 1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

### ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20)day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) 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

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design cues that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.



#### ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

#### ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

#### ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

#### ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars (\$50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.  
999 Polaris Parkway, Suite 200  
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

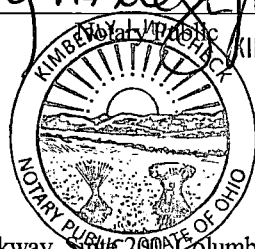
Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,  
an Ohio Corporation

By: *Donald R. Wick*  
Donald R. Wick, President

State of Ohio  
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28<sup>th</sup> day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

*Kimberly J. Wilcheck*  
KIMBERLY J. WILCHECK  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

## EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9367 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

See Revised addresses  
ON NEW  
EXHIBIT A-1



## EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Dr.	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Dr.	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Dr.	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Dr.	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Dr.	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Dr.	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Dr.	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Dr.	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Dr.	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Dr.	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Dr.	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Dr.	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Dr.	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Dr.	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Dr.	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Dr.	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Dr.	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Dr.	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Dr.	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Dr.	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Dr.	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Dr.	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Dr. / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

## EXHIBIT A-2

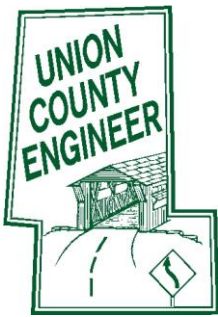
Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

<u>Lot No.</u>	<u>Property Address</u>	<u>Tax Parcel No.</u>	<u>Map No.</u>
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000



233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.unioncountyohio.gov/engineer](http://www.unioncountyohio.gov/engineer)

16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

190 Beatty Avenue  
Richwood, Ohio 43344

---

*Public Service with integrity*

February 1, 2024

Bradley Bodenmiller  
LUC Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Re: Mitchell Highlands, Section 5 – Final Plat

Brad,

We have completed our review for the above final plat, received by our office on January 24, 2024. The construction drawings have been approved by our office. Construction on the site has not commenced, as such, we will require a performance bond for the outstanding public improvements within this section. Currently, we do not have an approved bond. With these outstanding issues, we recommend denial of the plat.

1. Please see attached markups.

Should the above technical comments be corrected prior to the meeting, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.  
Project Engineer  
Union County Engineer

## Brad Bodenmiller

---

**From:** Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>  
**Sent:** Thursday, February 1, 2024 10:00 AM  
**To:** Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick; Luke Sutton; Matt Ackroyd  
**Subject:** RE: Copy of Distribution Letter + Plat for Mitchell Highlands Section 5 Final Plat  
**Attachments:** Comments listed MH5.pdf; Pg 1.pdf; Pg2 a.pdf; Pg2 b.pdf; Pg2 c.pdf

Union County Engineers Map Room Comments and scans of the drawing. Items of note are marked in red pen. Our large scanner is unavailable because of our office renovations. Sorry for the all the scans in pieces.

Thanks,

**Chris Clapsaddle**  
**Mapping Manager**  
Union County Engineer  
233 West Sixth Street  
Marysville, OH 43040  
Ph: (937) 645-3121  
[cclapsaddle@unioncountyohio.gov](mailto:cclapsaddle@unioncountyohio.gov)



---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Wednesday, January 24, 2024 12:00 AM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for Mitchell Highlands Section 5 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Mitchell Highlands, Section 5 – Final Plat**. Paper copies were delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

**Bradley Bodenmiller**  
**Director | LUC Regional Planning Commission**  
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319  
P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

## Chris Clapsaddle

---

**From:** Mary Kirk  
**Sent:** Wednesday, January 24, 2024 4:39 PM  
**To:** Chris Clapsaddle  
**Subject:** Mitchell Highlands Section 5 - plat review

List of items needing added/corrected.

Page 1

1. Township name needs added in **Certification** note

Page 2

1. Various dimensions along R/W needed
2. Curve data "C6" needs corrections
3. Curve data needed along R/W combining curves "C10" and "C11"

**Mary Kirk**

Mapping Assistant

**Union Co. Engineer**

233 W. Sixth St.

Marysville, OH 43040

937.645.3018

[www.unioncountyohio.gov](http://www.unioncountyohio.gov)

[mkirk@unioncountyohio.gov](mailto:mkirk@unioncountyohio.gov)



"MITCHELL HIGHLANDS SECTION 5" IS ZONED AS PD (PLANNED DEVELOPMENT DISTRICT) AND SHALL BE IN ACCORDANCE TO THE ADOPTED DEVELOPMENT TEXT PER THE TOWNSHIP ZONING RESOLUTION.

\_\_\_\_\_  
ENGINEER

BASIS OF BEARING

THE BASIS OF BEARING SHOWN HEREON IS BASED ON SOUTH 49°01'47" EAST FOR A PORTION OF THE CENTERLINE OF INDUSTRIAL PARKWAY, OHIO STATE PLANE SOUTH ZONE, NAD 83 (2011) AS DETERMINED BY GPS OBSERVATIONS.

\_\_\_\_\_  
PLANNING COMMISSION

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS

ALL IRON PINS SET ARE SOLID 5/8" REBAR WITH A CAP MARKED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

PERMANENT MARKERS

ALL PERMANENT MARKERS SET ARE SOLID IRON PINS, 1" IN DIAMETER, WITH AN ALUMINUM CAP STAMPED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

CERTIFICATION

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 2.005 ACRES IN STREETS, 1.465 ACRES IN RESERVES AND 7.461 ACRES IN LOTS MAKING A TOTAL OF 10.931 ACRES.

*JEROME Township*

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 5, AS SURVEYED NOVEMBER 2021.

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
AUDITOR

\_\_\_\_\_  
MATTHEW J. ACKROYD, P.S.  
OHIO P.S. NO. 8897  
2800 CORPORATE EXCHANGE DRIVE, SUITE 400  
COLUMBUS, OHIO 43231

\_\_\_\_\_  
DATE:

**MITCHELL HIGHLANDS SECTION 5**  
Jerome Township, County of Union, State of Ohio  
Virginia Military Survey No. 5134

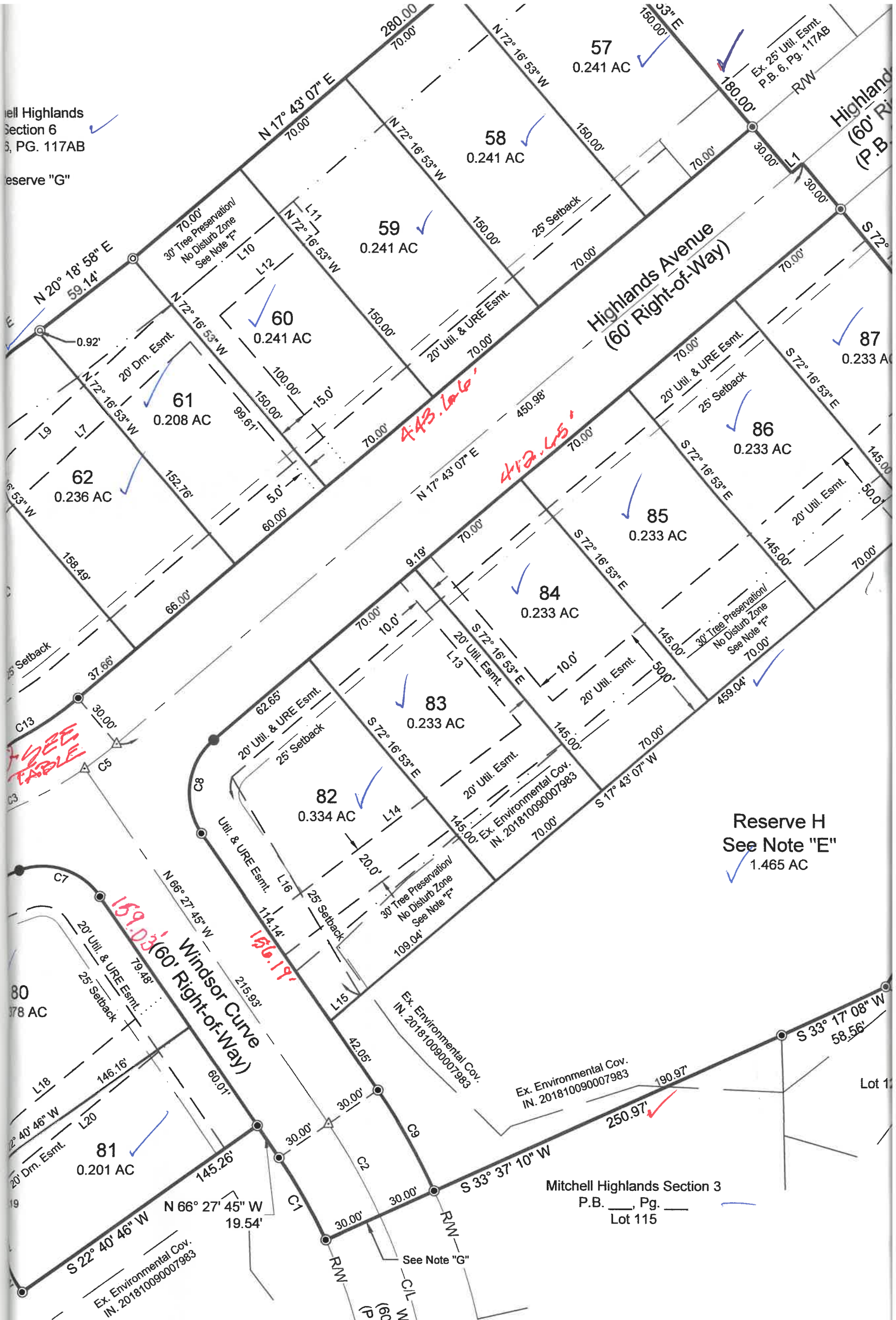
Revisions / Submissions

ID    Description    Date

\_\_\_\_\_  
RECORDER



Mitchell Highlands  
Section 6  
P.B. 6, PG. 117AB  
Reserve "G"



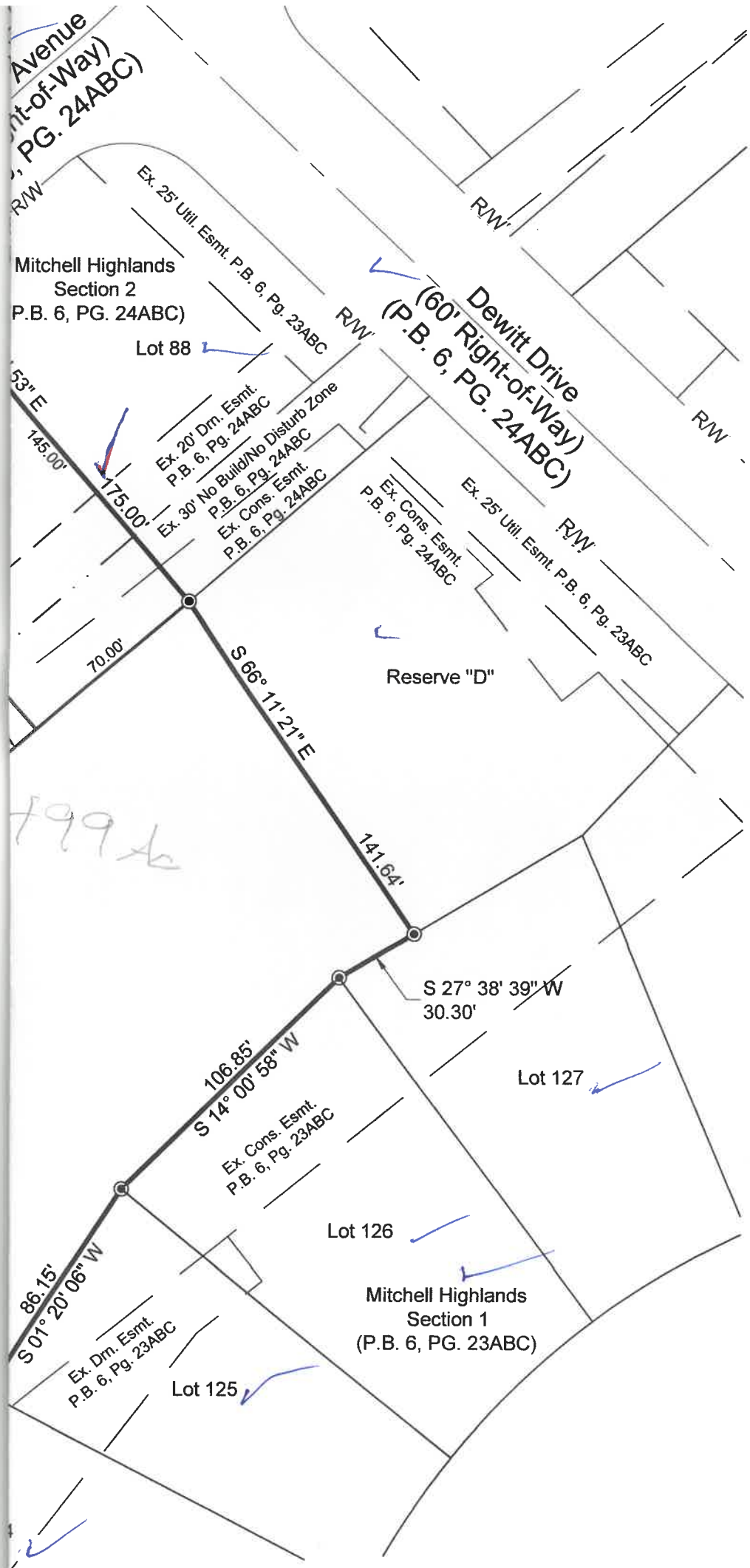
Length
0.00'
1.29'
30.69'
0.00'
5.00'
3.91'
33.37'

LINE TABLE		
Line #	Direction	Length
L15	S17° 43' 07"W	20.14'
L16	S62° 37' 36"E	126.80'
L17	S64° 38' 35"W	13.90'
L18	N18° 38' 24"E	157.19'
L19	S67° 19' 16"E	10.03'
L20	N18° 38' 24"E	146.53'

Reserve H  
See Note "E"  
1.465 AC

Mitchell Highlands Section 3  
P.B. \_\_, Pg. \_\_  
Lot 115





**MITCHELL HIGHLANDS SECTION 5**  
 Jerome Township, County of Union, State of Ohio  
 Virginia Military Survey No. 5134

Revisions / Submissions

ID	Description	Date
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© 2023 CESO, INC.

Project Number: 758734  
 Scale: 1"=50'  
 Drawn By: ATW  
 Checked By: ALB  
 Date: December 18, 2023  
 Issue:

Drawing Title:  
**Plat**

CURVE TABLE

Curve	Delta	Radius	Arc Length	Chord
C1	10° 04' 55"	270.00'	47.51'	N61° 25' 17"W, 47.45'
C2	10° 04' 55"	300.00'	52.79'	N61° 25' 17"W, 52.72'
C3	41° 13' 36"	200.00'	143.91'	S38° 19' 55"W, 140.82'
C4	35° 24' 28"	200.00'	123.60'	N41° 14' 29"E, 121.64'
C5	5° 49' 08"	200.00'	20.31'	N20° 37' 41"E, 20.30'
C6	23° 13' 19"	170.00'	68.90'	N29° 19' 47"E, 68.43'
C7	75° 48' 05"	35.00'	46.30'	S75° 38' 13"W, 43.00'
C8	84° 10' 52"	35.00'	51.42'	S24° 22' 19"E, 46.92'
C9	10° 04' 55"	330.00'	58.07'	S61° 25' 17"E, 57.99'
C10	5° 35' 54"	230.00'	22.47'	S56° 08' 47"W, 22.46'
C11	15° 36' 40"	230.00'	62.67'	S45° 32' 30"W, 62.47'
C12	18° 00' 17"	170.00'	53.42'	S49° 56' 35"W, 53.20'
C13	23° 13' 19"	170.00'	68.90'	S29° 19' 47"W, 68.43'

## Brad Bodenmiller

---

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>  
**Sent:** Friday, February 2, 2024 10:04 PM  
**To:** Brad Bodenmiller  
**Cc:** Chad Ritzler  
**Subject:** Re: Subdivision Plat Comments

Brad

Sorry about that. We didn't have any comments on the 4 applications.

Thanks and have a great weekend.

Kyle Hoyng, P.E.  
City Engineer  
City of Marysville

Sent from Gmail Mobile

On Fri, Feb 2, 2024 at 5:23 PM Brad Bodenmiller <[bradbodenmiller@lucplanning.com](mailto:bradbodenmiller@lucplanning.com)> wrote:

Did you two have comments for the four (4) subdivision plats this month? I don't remember receiving any and wanted to check.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

P.O. Box 219 | [10820 State Route 347](#) | [East Liberty, Ohio 43319](#)

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)



## Brad Bodenmiller

---

**From:** Joseph Grove <jgrove@unioncountyohio.gov>  
**Sent:** Monday, January 29, 2024 11:41 AM  
**To:** Brad Bodenmiller; Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick  
**Subject:** RE: Copy of Distribution Letter + Plat for Mitchell Highlands Section 5 Final Plat

Union Soil and Water has no comments for **Mitchell Highlands, Section 5 – Final Plat**.

Joseph Grove  
Urban Technician  
Union Soil & Water Conservation District  
18000 State Route 4, Suite D  
Marysville, OH 43040  
937-642-5871 x 2216  
[jgrove@unioncountyohio.gov](mailto:jgrove@unioncountyohio.gov)



please consider the environment - do you really need to print this email?

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Wednesday, January 24, 2024 12:00 AM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for Mitchell Highlands Section 5 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Mitchell Highlands, Section 5 – Final Plat**. Paper copies were delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

### Bradley Bodenmiller

**Director | LUC Regional Planning Commission**

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040  
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

Jan 29, 2024

Bradley Bodenmiller  
LUC Regional Planning Commission  
10820 St. Rt. 347, PO Box 219  
East Liberty, OH 43319

Name of Development – Mitchell Highlands Section 5

Details -

Number of Lots: 31  
Front Setback: 25 Feet  
Side Setback: 5 Feet each side  
Rear Setback: 30 Feet  
Placement of Electric Facilities – Front lot

Union Rural Electric Terms and Conditions - Development must comply with URE's Terms and Conditions for Supplying Electric Service.

Easement Requirements – URE has easement requirements of 20 feet for underground primary and secondary facilities.

- Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on a property line, require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable).
- Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).
- Allow Utility ingress and egress of open space as necessary for maintenance, repairs, replacement of electric facilities.
- Where practical, do not place the easement area over building setbacks, adjacent to is acceptable. URE does not want the primary conductor to be within five feet of the basement walls or building footers.
- Electric easements must be platted and shown on final plat plans.
- No permanent or semi-permanent structures, fencing, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with installation or maintenance of facilities.

Street Crossings and Adjacent Property Paths - Street crossing and adjacent property paths to be determined when facilities layout is completed.

Landscape Plans - Landscape Plans shall not interfere with URE utility easements or access to URE facilities and shall comply with any regulatory and/or NESC rules.



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040  
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

URE Contacts:

- Matt Zarnosky – V.P. Engineering and Operations - Office 937-645-9246 – Cell 716-510-6640
- Brent Ransome – Manager of Engineering – Office 937-645-9241
- Ed Peper – Engineer – Office 937-645-9240
- Ron McGlone – Engineer – Office 937-645-9263
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

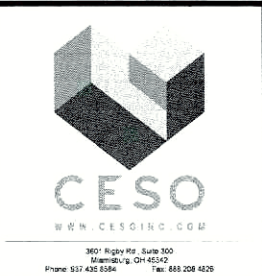
- Sheet 1 of 2: No comments.
- Sheet 2 of 2:
  1. An easement is requested running adjacent to Windsor Curve from the west of lot 81 through “Reserve C” to lot 164 of Section 3 (see green area on attached diagrams)
  2. An easement is requested running adjacent to Windsor Curve from the west of lot 82 through “Reserve H” to lot 115 of Section 3 (see green area on attached diagrams)
  3. Other platted primary easement areas as detailed are acceptable with URE.

URE will still need to work with the developer to complete the electrical facility layout.

Regards,

Brent Ransome  
Manager of Engineering Services  
Union Rural Electric Cooperative, Inc  
15461 US Hwy 36  
Marysville, Ohio 43040  
Direct: (937) 645-9241





**NOTE "A":** MITCHELL HIGHLANDS SECTION 5 IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) AND SHALL BE SUBJECT TO THE APPLICABLE REGULATIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION.

SINGLE FAMILY (S7-B7)	
MIN. LOT SIZE:	8,276 SF
MIN. LOT WIDTH:	60'
MIN. FRONT SETBACK:	25'
MIN. REAR SETBACK:	30'
MIN. SIDE SETBACK:	5'

**NOTE "B":** ACREAGE BREAKDOWN

TOTAL ACREAGE:	10.931 Acres
ACREAGE IN LOTS 57-87 INCLUSIVE:	7.461 Acres
ACREAGE IN RESERVE "H":	1.465 Acres
TOTAL ACREAGE IN RIGHT-OF-WAYS:	2.005 Acres

**NOTE "C":** AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 5, IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 3915900388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008

**NOTE "D":** AT THE TIME OF PLATTING, MITCHELL HIGHLANDS SECTION 5 IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. AT THE REQUEST OF THE ZONING AUTHORITY AND IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS, THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE FILING OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS. PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH, THE APPLICABLE ZONING REGULATIONS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS.

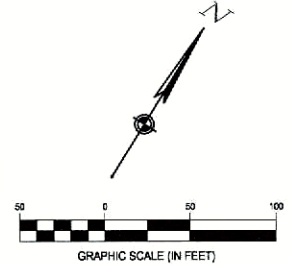
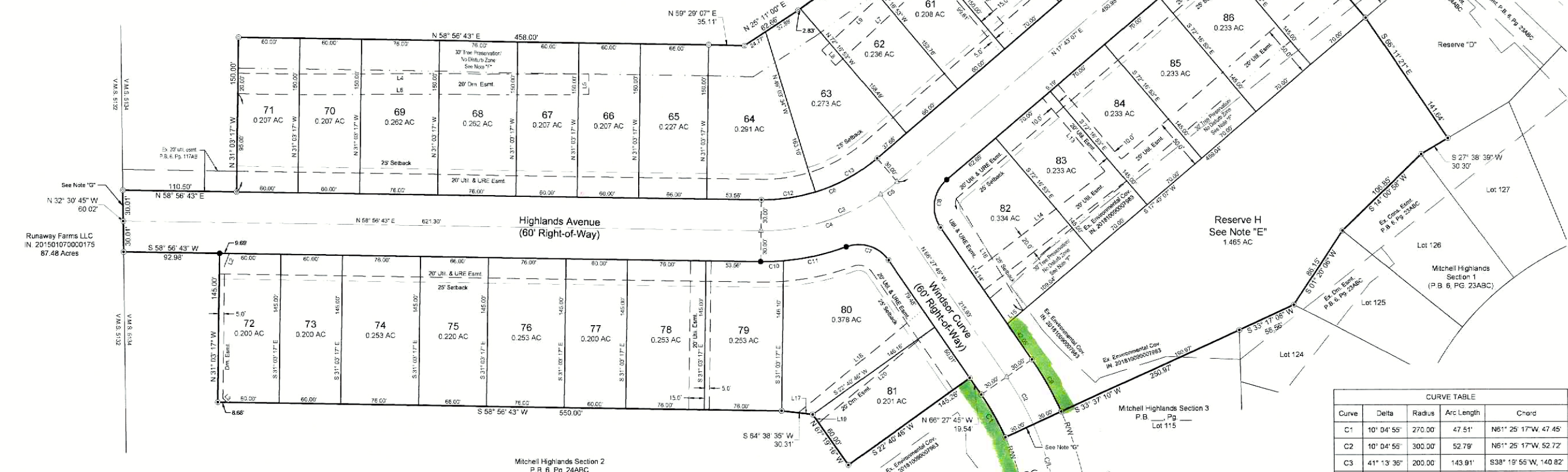
**NOTE "E":** RESERVE "H" IS TO BE OWNED AND MAINTAINED BY THE MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER CONTROL AND MAINTENANCE.

**NOTE "F":** THE AREAS INDICATED AS TREE PRESERVATION/DISTURB ZONES SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF THE ZONING RESOLUTION, INCLUDING THE REGULATION TEXT THAT APPLIES TO THIS PLANNED DEVELOPMENT DISTRICT. REMOVAL OF TREES AND VEGETATION MAY ONLY BE MADE IN COMPLIANCE WITH THOSE PROVISIONS WHICH MAY INCLUDE APPROVAL OF A ZONING CERTIFICATE.

**NOTE "G":** NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT OF WAY IS EXTENDED BY PLAT, DEED, OR EASEMENT

**STANDARD DEED RESTRICTIONS FOR UNION COUNTY:**

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS AND DRIVEWAY PERMITS. ZONING PERMITS ARE TO BE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 5.



**CESO IRON PIN LEGEND**

- 3/4" IRON PIN FOUND W/ CESO CAP UNLESS OTHERWISE DESCRIBED
- ▲ IRON PIN SET (S8"X32" REBAR W/ CESO CAP)
- ▲ MAG NAIL SET
- PERMANENT MARKER SET (1"X32" REBAR W/ ALUMINUM CESO CAP)
- MAG NAIL FOUND

**LINE TABLE**

Line #	Direction	Length
L1	N17° 43' 07" E	7.32'
L2	S09° 33' 37" E	12.79'
L3	S74° 05' 36" E	5.39'
L4	N57° 53' 32" E	281.95'
L5	S32° 06' 28" E	20.00'
L6	S57° 53' 32" W	282.14'
L7	S15° 31' 58" W	130.71'

**LINE TABLE**

Line #	Direction	Length
L8	N74° 28' 02" W	20.00'
L9	N15° 31' 58" E	141.29'
L10	N17° 43' 07" E	280.69'
L11	S72° 16' 53" E	20.00'
L12	S17° 43' 07" W	66.00'
L13	N72° 23' 56" W	93.91'
L14	N20° 46' 50" E	163.37'

**LINE TABLE**

Line #	Direction	Length
L15	S17° 43' 07" W	20.14'
L16	S62° 37' 36" E	126.80'
L17	S64° 38' 35" W	13.90'
L18	N18° 38' 24" E	157.19'
L19	S67° 19' 16" E	10.03'
L20	N18° 38' 24" E	146.53'

**CURVE TABLE**

Curve	Delta	Radius	Arc Length	Chord
C1	10° 04' 55"	270.00'	47.51'	N61° 25' 17" W, 47.45'
C2	10° 04' 55"	300.00'	52.78'	N61° 25' 17" W, 52.72'
C3	41° 13' 36"	200.00'	143.91'	S38° 19' 55" W, 140.82'
C4	35° 24' 28"	200.00'	123.60'	N41° 14' 29" E, 121.64'
C5	5° 49' 08"	200.00'	20.31'	N20° 37' 41" E, 20.30'
C6	23° 13' 19"	170.00'	68.90'	N29° 19' 47" E, 68.43'
C7	75° 48' 05"	35.00'	46.30'	S75° 38' 13" W, 43.00'
C8	84° 10' 52"	35.00'	51.42'	S24° 22' 19" E, 46.92'
C9	10° 04' 55"	330.00'	58.07'	S61° 25' 17" E, 57.99'
C10	5° 35' 54"	230.00'	22.47'	S56° 08' 47" W, 22.48'
C11	15° 36' 40"	230.00'	62.67'	S45° 32' 30" W, 62.47'
C12	18° 00' 17"	170.00'	53.42'	S49° 56' 35" W, 53.20'
C13	23° 13' 19"	170.00'	68.90'	S29° 19' 47" W, 68.43'

Revisions / Submissions

ID	Description	Date

© 2023 CESO, INC.

Project Number: 758734  
 Scale: 1"=50'  
 Drawn By: ATW  
 Checked By: ALB  
 Date: December 18, 2023  
 Issue:

Drawing Title: **Plat**

**MITCHELL HIGHLANDS SECTION 5**  
 Jerome Township, County of Union, State of Ohio  
 Virginia Military Survey No. 5134



**Staff Report – Village Neighborhood Section 11 Phase 2**

<b>Applicant:</b>	<p><b>Jerome Village Company, LLC</b> c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 <a href="mailto:nussg@nationwide.com">nussg@nationwide.com</a> <a href="mailto:larks@nationwide.com">larks@nationwide.com</a></p> <p><b>Terrain Evolution, Inc.</b> c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 <a href="mailto:jwollenberg@terrainevolution.com">jwollenberg@terrainevolution.com</a></p>
<b>Request:</b>	Approval of Village Neighborhood, Section 11 (VN-11), Phase 2 – Final Plat. <b>Note: The Plat was tabled at the January 2024 meeting.</b>
<b>Location:</b>	Located on the west side of US Hwy 42 and on the south side of Ravenhill Parkway in Jerome Township, Union County.

<b>Staff Analysis:</b>	<p>This Final Plat involves 53.940 acres of land and proposes 102 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> <li>○ 6.260 acres in right-of-way</li> <li>○ 23.244 acres in single-family residential lots</li> <li>○ 24.436 acres in open space</li> </ul> <p>Proposed utilities:</p> <ul style="list-style-type: none"> <li>○ City of Marysville public water service</li> <li>○ Jerome Village Community Authority Collection and City of Marysville public waste treatment</li> </ul> <p>Preliminary Plat:</p> <ul style="list-style-type: none"> <li>○ The Preliminary Plat was approved in November 2021 and amended in February 2022.</li> <li>○ The Phase 1 Final Plat was approved in October 2023.</li> </ul> <p>• <b>Union County Engineer’s Office</b></p> <ul style="list-style-type: none"> <li>○ The Engineer’s Office submitted comments in letter dated 02-02-24. The Engineer’s Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond</li> </ul>
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Staff Report – Village Neighborhood Section 11 Phase 2

	<p>or surety was required, and it has been approved by the Commissioners. <b>Some</b> of the comments are listed below and summarized for reference. (Please refer to letter for all comments.)</p> <ol style="list-style-type: none"><li>1. The Map room submitted mark-ups in a separate communication and those were provided to the applicant's engineer.</li></ol> <ul style="list-style-type: none"><li>• <b>Union County Soil &amp; Water Conservation District</b><ul style="list-style-type: none"><li>○ In an email dated 01-29-24, the District advised it had no comments.</li></ul></li><li>• <b>Union County Health Department</b><ul style="list-style-type: none"><li>○ No comments received as of 01-31-24. Standard comments from the Health Department are below:<ol style="list-style-type: none"><li>1. "All efforts should be made to provide a point of connection (via easements and/or service lines) 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 (SWS)."</li><li>2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (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."</li><li>3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."</li></ol></li></ul></li><li>• <b>City of Marysville</b><ul style="list-style-type: none"><li>○ In an email dated 02-02-24, the City advised it had no comments.</li></ul></li><li>• <b>Jerome Township</b><ul style="list-style-type: none"><li>○ The Township submitted comments in a letter dated 01-24-24. The Final Plat complies with the approved Detailed Development Plan. <b>Some</b> of those</li></ul></li></ul>
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**Staff Report – Village Neighborhood Section 11 Phase 2**

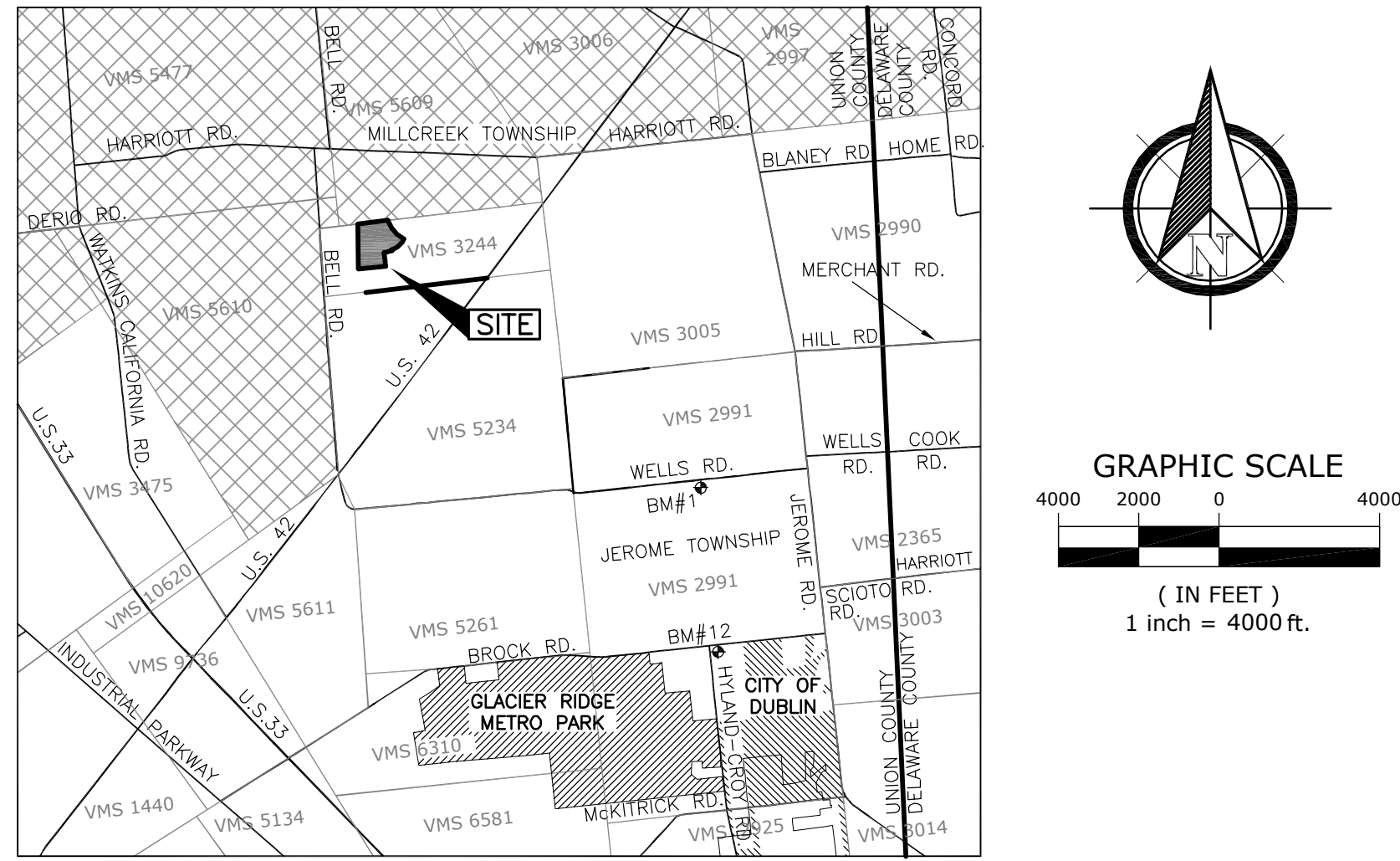
	<p>comments are listed below and summarized for reference. (Please refer to letter for all comments.)</p> <ol style="list-style-type: none"> <li>Sheet 1: The Township indicated there is a slight formatting error in the Minimum Lot Area table.</li> </ol> <ul style="list-style-type: none"> <li>• <b>ODOT District 6</b> <ul style="list-style-type: none"> <li>○ No comments received as of 01-31-24.</li> </ul> </li> <li>• <b>Ohio Edison</b> <ul style="list-style-type: none"> <li>○ No comments received as of 01-31-24.</li> </ul> </li> <li>• <b>LUC Regional Planning Commission</b> <ol style="list-style-type: none"> <li>Sheet 1: In the center of the sheet, VN 11-1 is used <b><i>once</i></b> under “Parcel Breakdown”.</li> <li>Sheet 1: In the center of the sheet, VN 11-1 is used <b><i>twice</i></b> under “Jerome Village Blanket Notes”.</li> <li>Sheet 3: If the acreage of DOS C is adjusted per Engineer’s Office comment, please remember to adjust on this <b><i>Sheet 3</i></b>.</li> <li>Sheet 4: If the acreage of DOS C is adjusted per Engineer’s Office comment, please remember to adjust on this <b><i>Sheet 4</i></b>.</li> <li>Sheet 4: During the January 2024 review, the Engineer’s Office asked about closure for Lot 2093. Please verify this concern was resolved.</li> </ol> </li> </ul>
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<p><b>Staff Recommendations:</b></p>	<p>Staff recommends <b><i>CONDITIONAL APPROVAL</i></b> of the Village Neighborhood, Section 11 (VN-11), Phase 2 – Final Plat. This recommendation is made with the assumption the minor technical items in this staff report can be incorporated on the Final Plat Mylar for the 02-08-24 LUC meetings.</p>
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<p><b>Z&amp;S Committee Recommendations:</b></p>	<p><i>Options for action:</i></p> <ul style="list-style-type: none"> <li>○ <i>Approval</i></li> <li>○ <i>Conditional Approval (state conditions)</i></li> <li>○ <i>Denial (state reasons)</i></li> <li>○ <i>Table (if requested)</i></li> </ul>
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LOCATION MAP



# VILLAGE NEIGHBORHOOD SECTION 11 PHASE 2

## BEING PART OF VIRGINIA MILITARY SURVEY No.3244

### JEROME TOWNSHIP, UNION COUNTY, OHIO

LUC. R.P.C. FILE # \_\_\_\_\_

Situated in State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 3244 and being 53.940 acres of land located in that 163.568 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Instrument No. 202010020010514, Recorder's Office, Union County, Ohio.

**SHEET INDEX**

Sheet 1 - Title/Signature Sheet  
 Sheet 2 - VN 11-2 Index/Overview  
 Sheet 3 - VN 11-2 Detail Sheet  
 Sheet 4 - VN 11-2 Detail Sheet

**BASIS OF BEARINGS**

The bearings shown hereon are based on the Ohio State Plane System (North Zone) as established by GPS observations.

VN 11-2 Area Summary	
Right-of-Way (Township)	6.260 AC
Lots	23.244 AC
Open Space	24.436 AC
Total	53.940 AC

VN 11-2 Lot Summary	
70 FT Lot Width	102
80 FT Lot Width	87
	15

VN 11-2 Density		
Gross	(Lots/Total Area)	1.891 du/ac
Net	(Lots/Lot Area)	4.388 du/ac

Minimum Lot Area		
70' FT Lot Width	9100 SF	
80 FT Lot Width	10400 SF	

Setbacks	70' Lot Width	80 Lot Width
Front Yard	20 FT	20 FT
Rear Yard	10 FT	10 FT
Side Yard	5 FT	6 FT

DOS = Dedicated Open Space

**PARCEL BREAKDOWN**

Parcel Number	Map/GIS Number	Acres of Parcel within VN 11-1
14-0009010.0000	116-00-00-032.000	53.940 AC.

**Zoning Note:**

At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

**Jerome Village Blanket Notes**

- Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the Federal Emergency Management Agency Flood Insurance Rate Maps 39159C0385D, 39159C0390D and 39159C0395D, effective dates December 16, 2008. 39159C0385D is a non-printed panel with no flood hazard areas.
- Note B: Be advised; a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.
- Note C: All storm water drainage including flood routing, open ditches and basins which accept public storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a separate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.
- Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, etc. shall be removed from streams that will be a part of the Union County ditch maintenance program.
- Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil & Water Conservation District for access to said streams prior to acceptance.
- Note F: Removed (not applicable to VN 11-1)
- Note G: Existing and proposed trees are allowed within right-of-way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.
- Note H: Vegetated swales, including rain gardens & bio-swales, are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8' and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.
- Note I: Removed (not applicable to VN 11-1)
- Note J: Mounding, landscaping, or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

**Jerome Village Variances**

- 1. Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village. Resolution #306-09. Dated 6-11-09.

**SURVEYOR CERTIFICATION:**

**American Land Surveyors** do hereby certify the following:

- 1. The accompanying plat represents a subdivision of land in VMS 3244, Jerome Township, Union County, Ohio.
- 2. The tract has an area of 6.260 acres in streets, 23.244 acres in lots, and 24.436 acres in Reserves making a total of 53.940 acres.
- 3. This plat was prepared based on a field survey performed in July, 2020 by American Land Surveyors, LLC.;
- 4. All dimensions are shown in feet and decimal parts thereof. dimensions shown along curved lines are chord distances;
- 5. This property is located in Zone X per F.E.M.A. Community Panel No. 39159C0380D and 39159C0390D, both dated December 16, 2008
- 6. Monumentation set at the locations shown hereon consist of a 5/8 +inch steel reinforcing rod, 30 inches in length affixed with an orange plastic cap bearing the inscription "Jon Adcock, S-8461", Right-of-way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
  - a. Additional Monumentations shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the Lot being sold. Lot monumentation may have a cap and inscription that varies from above.
- 7. The accompanying plat is a correct representation of Village Neighborhood Section 11 Phase 2 as surveyed.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2024.

*Jon (Brett) Adcock*, Registered Professional Surveyor No. 8461

**DEVELOPER:**  
 Jerome Village Company, LLC.  
 375 N. Front Street, Suite 200  
 Columbus, Ohio 43215  
 Attention: Gary Nuss

**SURVEYOR:**  
 American Land Surveyors  
 8439 Voris Road  
 Logan, Ohio 43138  
 Attention: Jon (Brett) Adcock, P.S.

Know all men by these presents that Jerome Village Company, LLC, owner of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate all right-of-way and easements shown hereon to the public use forever.

In witness thereof, the following have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

Jerome Village Company, LLC:  
 By: Nationwide Realty Investors, Ltd., its manager

By: \_\_\_\_\_  
 James Rost, Vice President

Signed and acknowledged in the presence of:

Signature: \_\_\_\_\_ Witness \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF OHIO  
 COUNTY OF UNION  
 Before me, a Notary Public in and for said County, personally appeared James Rost, Vice President of Nationwide Realty Investors, Ltd., as manager of Jerome Village Company, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signature: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public

Reviewed this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 Chairman, Jerome Township Trustees

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 Union County Engineer

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 County Health Department

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 LUC Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the County of Union, State of Ohio. Street improvements within said dedicated rights-of-way shall not be accepted for public use unless and until construction is completed and accepted as such by Union County. In addition, street improvements within said dedicated rights-of-way shall not be accepted for public maintenance until the maintenance period transpires and the street improvements are accepted for public maintenance by Union County. +

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 Union County Commissioner

\_\_\_\_\_  
 Union County Commissioner

Transferred this \_\_\_\_ day of \_\_\_\_\_, 2024: \_\_\_\_\_  
 Union County Auditor

Filed for record this \_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_ am/pm.

Recorded this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_ am/pm in

Plat Book \_\_\_\_\_, Page \_\_\_\_\_  
 Slide \_\_\_\_\_ Union County Recorder



VILLAGE NEIGHBORHOOD SECTION 11 PHASE 2 IS SUBJECT TO JEROME VILLAGE MASTER DEED DECLARATION AND RESTRICTIONS AS RECORDED IN VOLUME 907 PAGES 572, UNION COUNTY RECORDER'S OFFICE, AS AMENDED, THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS AS RECORDED IN VOLUME 911, PAGE 922, UNION COUNTY RECORDER'S OFFICE AND THE DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JVCA RECORDED IN VOLUME 859 PAGE 275, UNION COUNTY RECORDER'S OFFICE.

**STANDARD DEED RESTRICTIONS FOR UNION COUNTY**

**Residential and Commercial**

1. There shall be no discharge in to any streams or storm water outlets of any waste materials in violation of applicable local, state, or federal regulations.
2. N/A
3. Grading of the storm water retention areas shall not be changed.
4. N/A
5. The lot owner and his successors and assigns agree to assume any and all maintenance charges which are established by the Union County Commissioners for this subdivision.
6. N/A
- 6a. No construction may begin or building started without the individual lot owner obtaining zoning, building, water & sewer tap, and driveway permits. Zoning permits are to be obtained from the Township Zoning Inspector. Building permits are obtained from the Union County Building Regulation Department and driveway permits are obtained from the Union County Engineer's Office. Water & sewer tap permits are obtained from the applicable service provider.
7. The lot owner and his successors and assigns agree to assume any and all sanitary sewer and water service charges which are established by the applicable provider.
8. All construction shall meet the requirements of the Township, Union County, and other applicable code authorities.

**Residential Only**

11. Downspout drains shall not be connected directly to roadway underdrains.

**Miscellaneous Restrictions/Notes**

24. This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil and crops, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first getting permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimmings from lawns, tree, bushes, plants, etc. or other wastes that you may generate on agricultural land. Dispose of all wastes appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent land on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.
25. Parking: Union County may restrict or eliminate on-street parking along the side of the pavement within Meadowlark Drive, Crane Ridge Run and Heron Chase Court. The owners of the fee simple titles to all of the lots in Village Neighborhood Section 11 Phase 2 Subdivision, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.
28. Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Ohio Edison, telephone service is provided by Frontier Communications or Time Warner, and natural gas is provided by Columbia Gas.

**Jerome Village Blanket Restrictions**

1. No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Ravenhill Parkway, Wells Road, Ryan Parkway, Brock Road.
2. Driveways for individual lots, whether commercial, residential, or other, shall not be permitted on major or minor collector roads. All driveways shall connect to local roads within a sub area.
3. All new local road connections are subject to stopping sight distance and intersection sight distance requirements.
4. All restrictions are minimum requirements. If conflict arises between access restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, etc.), the intersection improvement shall govern and access restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.
5. If conflict arises between the access restrictions and Union County access management standards, the County Engineer shall determine which standard is to be applied.
6. No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Brock, Ravenhill, Ewing, Joshua, or Home Road.
7. No on-street parking within Village Neighborhood Section 11 Phase 2
8. Open spaces, whether existing or created during platting of a pod, or during development of a commercial, residential, or other type of lot, shall be connected as much as possible to the open space dedicated along Ravenhill Parkway. Connections shall be directly adjacent to the open space along Ravenhill Parkway or, if the open spaces do not have adjacent property lines, connection shall be made through contiguous open space, where possible.
9. Future local road locations are subject to approval by the Union County Engineer. Final location and design shall be submitted to and approved by the County Engineer prior to platting of lots, groups of lots, or pods.

**Utility Easements (U)**

We the undersigned owners of the within platted land, do hereby grant unto the Jerome Village Community Authority, City of Marysville, Ohio Edison, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement ten (10) feet in width under, over, and through all sublots and all lands owned by the grantor shown hereon and parallel with and contiguous to Meadowlark Drive, Crane Ridge Run and Heron Chase Court and also upon land as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

**Drainage Easements (D)**

We the undersigned owners of the platted land, do hereby grant unto Union County and their successors and assigns (hereinafter referred to as grantees), a permanent easement within areas designated Drainage Easement, Utility Easement and Stormwater Easement +to construct, operate, maintain, repair, reconstruct or relocate drainage facilities such as storm sewers, drainage swales or courses and other facilities as deemed necessary or convenient by the grantees for drainage required for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of drainage facilities.

8439 Voris Road  
 Logan, Ohio 43138  
 Contact: Brett Adcock  
 (740) 654-0600 - Lancaster  
 (614) 837-0800 - Columbus  
 www.americanlandsurveyors.com

Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	JANUARY 18, 2024	
SCALE:	N/A	

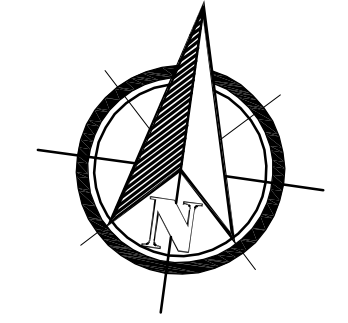


JAMES J. AND BARBARA J. LAWRENZ  
VOL. 295, PG. 337  
11.030 ACRES

ELDRED A. McKITTRICK  
TRACT 1, SECOND PARCEL  
INST. No. 201801300000831  
30 ACRES

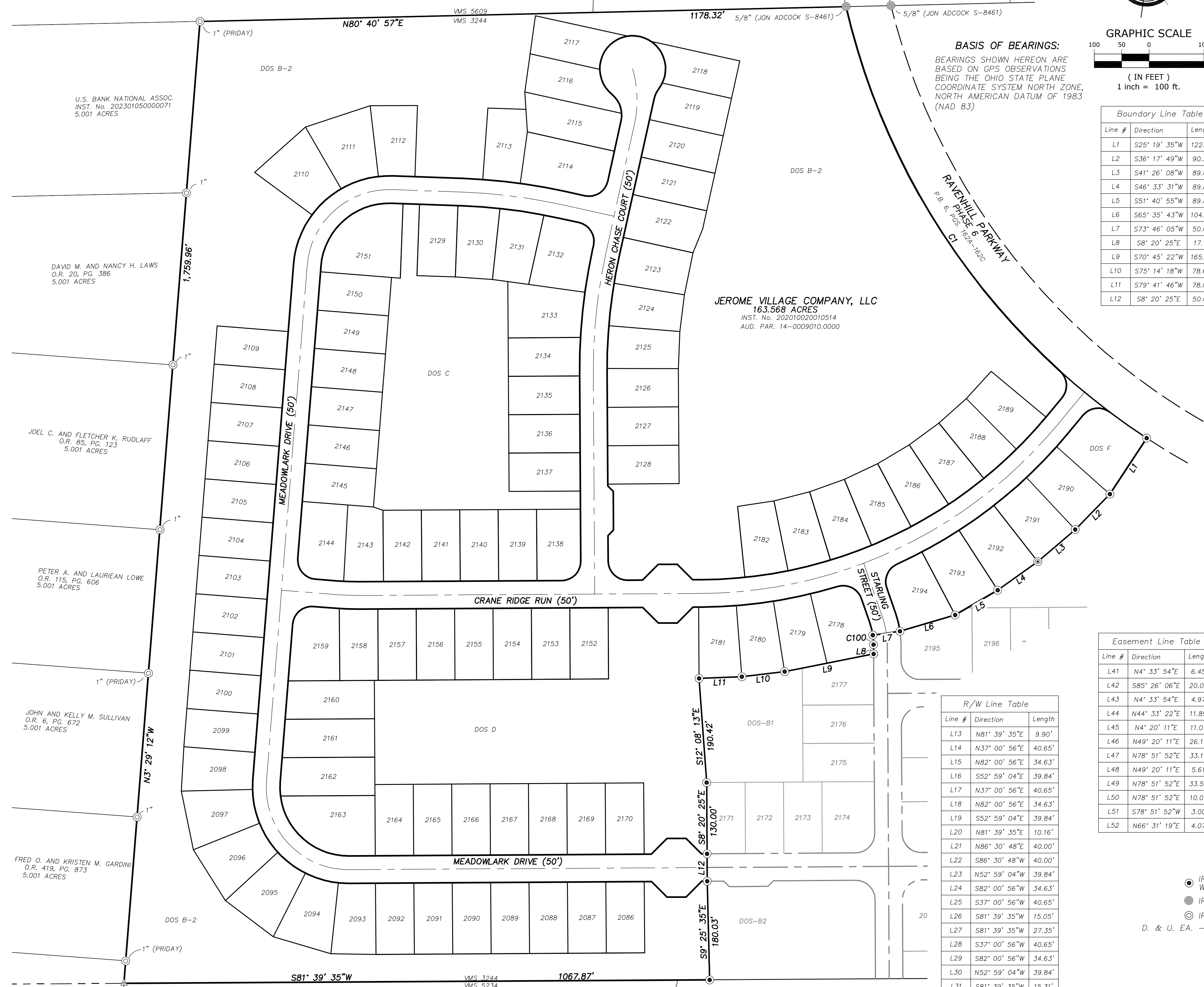
# VILLAGE NEIGHBORHOOD SECTION 11 PHASE 2

BEING PART OF VIRGINIA MILITARY SURVEY No.3244  
JEROME TOWNSHIP, UNION COUNTY, OHIO



GRAPHIC SCALE  
1 inch = 100 ft.

**BASIS OF BEARINGS:**  
BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS BEING THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83)



**JEROME VILLAGE COMPANY, LLC**  
163.568 ACRES  
INST. No. 202010020010514  
AUD. PAR. 14-0009010.0000

**Boundary Line Table**

Line #	Direction	Length
L1	S25° 19' 35"W	122.15'
L2	S36° 17' 49"W	90.38'
L3	S41° 26' 08"W	89.83'
L4	S46° 33' 31"W	89.83'
L5	S51° 40' 55"W	89.83'
L6	S65° 35' 43"W	104.83'
L7	S73° 46' 05"W	50.00'
L8	S8° 20' 25"E	17.11'
L9	S70° 45' 22"W	165.29'
L10	S75° 14' 18"W	78.60'
L11	S79° 41' 46"W	78.02'
L12	S8° 20' 25"E	50.00'

**Boundary Curve Table**

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	1290.00'	43° 38' 49"	982.70'	S42° 51' 01"E	959.11'
C100	125.00'	7° 53' 29"	17.22'	S12° 17' 10"E	17.20'

**Centerline Curve Table**

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C2	150.00'	94° 51' 13"	248.33'	S50° 54' 49"E	220.92'
C3	150.00'	87° 34' 23"	229.27'	S40° 18' 00"W	207.59'
C4	1000.00'	10° 23' 33"	181.38'	S89° 16' 58"W	181.13'
C5	204.50'	28° 37' 40"	102.18'	N9° 50' 06"W	101.12'
C6	1000.00'	12° 49' 10"	223.74'	S1° 55' 51"E	223.27'
C7	500.00'	4° 51' 13"	42.36'	N84° 05' 11"E	42.34'
C8	850.00'	50° 03' 35"	742.65'	N56° 37' 47"E	719.25'
C9	850.00'	20° 25' 34"	303.03'	N71° 26' 48"E	301.43'
C10	850.00'	29° 38' 01"	439.62'	N46° 25' 00"E	434.74'
C11	150.00'	10° 50' 57"	28.40'	N21° 39' 23"W	28.36'

**R/W Curve Table**

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C12	175.00'	94° 51' 13"	289.71'	S50° 54' 49"E	257.74'
C13	125.00'	94° 51' 13"	206.94'	S50° 54' 49"E	184.10'
C14	35.00'	90° 00' 00"	54.98'	S41° 30' 48"W	49.50'
C15	35.00'	90° 00' 00"	54.98'	S48° 29' 12"E	49.50'
C16	475.00'	4° 51' 13"	40.24'	N84° 05' 11"E	40.23'
C17	525.00'	4° 51' 13"	44.47'	N84° 05' 11"E	44.46'
C18	35.00'	90° 00' 00"	54.98'	N36° 39' 35"E	49.50'
C19	35.00'	90° 00' 00"	54.98'	S53° 20' 25"E	49.50'
C20	825.00'	50° 03' 35"	720.81'	N56° 37' 47"E	698.10'
C21	875.00'	16° 32' 11"	252.54'	N73° 23' 29"E	251.66'
C22	35.00'	87° 47' 45"	53.63'	N70° 58' 44"W	48.54'
C23	35.00'	84° 38' 25"	51.70'	S15° 14' 21"W	47.13'
C24	125.00'	10° 50' 57"	23.67'	N21° 39' 23"W	23.63'
C25	175.00'	10° 50' 57"	33.14'	N21° 39' 23"W	33.09'
C26	875.00'	25° 57' 34"	396.44'	N44° 34' 47"E	393.06'
C27	35.00'	87° 24' 17"	53.39'	N12° 06' 09"W	48.36'
C28	35.00'	87° 24' 17"	53.39'	S75° 18' 08"W	48.36'
C29	175.00'	87° 34' 23"	267.48'	S40° 18' 00"W	242.19'
C30	125.00'	87° 34' 23"	191.05'	S40° 18' 00"W	172.99'
C31	1025.00'	10° 23' 33"	185.92'	S89° 16' 58"W	185.66'
C32	975.00'	10° 23' 33"	176.85'	S89° 16' 58"W	176.61'
C33	35.00'	90° 00' 00"	54.98'	N49° 28' 44"E	49.50'
C34	35.00'	90° 00' 00"	54.98'	S40° 31' 16"E	49.50'
C35	50.00'	62° 57' 52"	54.95'	N27° 00' 11"W	52.22'
C36	60.00'	267° 35' 03"	280.21'	S75° 18' 25"W	86.62'
C37	50.00'	24° 37' 12"	21.48'	S16° 47' 20"W	21.32'
C38	1025.00'	12° 49' 10"	229.33'	S1° 55' 51"E	228.86'
C39	975.00'	12° 49' 10"	218.15'	S1° 55' 51"E	217.69'

**Easement Line Table**

Line #	Direction	Length
L41	N4° 33' 54"E	6.45'
L42	S85° 26' 06"E	20.00'
L43	N4° 33' 54"E	4.97'
L44	N44° 33' 22"E	11.89'
L45	N4° 20' 11"E	11.01'
L46	N49° 20' 11"E	26.13'
L47	N78° 51' 52"E	33.19'
L48	N49° 20' 11"E	5.61'
L49	N78° 51' 52"E	33.59'
L50	N78° 51' 52"E	10.01'
L51	S78° 51' 52"W	3.00'
L52	N66° 31' 19"E	4.07'

**R/W Line Table**

Line #	Direction	Length
L13	N81° 39' 35"E	9.90'
L14	N37° 00' 56"E	40.65'
L15	N82° 00' 56"E	34.63'
L16	S52° 59' 04"E	39.84'
L17	N37° 00' 56"E	40.65'
L18	N82° 00' 56"E	34.63'
L19	S52° 59' 04"E	39.84'
L20	N81° 39' 35"E	10.16'
L21	N86° 30' 48"E	40.00'
L22	S86° 30' 48"W	40.00'
L23	N52° 59' 04"W	39.84'
L24	S82° 00' 56"W	34.63'
L25	S37° 00' 56"W	40.65'
L26	S81° 39' 35"W	15.05'
L27	S81° 39' 35"W	27.35'
L28	S37° 00' 56"W	40.65'
L29	S82° 00' 56"W	34.63'
L30	N52° 59' 04"W	39.84'
L31	S81° 39' 35"W	15.31'
L32	N36° 39' 35"E	14.14'
L33	N8° 20' 25"W	70.36'
L34	N53° 20' 25"W	14.14'
L35	N85° 31' 16"W	36.79'
L36	S85° 31' 16"E	36.79'
L37	S31° 36' 00"W	42.88'
L38	N31° 36' 00"E	42.88'
L39	N27° 04' 52"W	49.65'
L40	N27° 04' 52"W	46.34'

**LEGEND**

- IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"
- IRON PIN FOUND (AS NOTED)
- IRON PIPE FOUND (AS NOTED)
- D. & U. EA. - DRAINAGE AND UTILITY EASEMENT

**Curve Table**

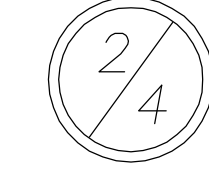
Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C40	175.00'	6° 23' 26"	19.52'	N84° 51' 18"E	19.51'
C41	175.00'	20° 40' 46"	63.16'	S81° 36' 36"E	62.82'
C42	175.00'	20° 40' 46"	63.16'	S60° 55' 50"E	62.82'
C43	175.00'	20° 40' 46"	63.16'	S40° 15' 05"E	62.82'
C44	175.00'	20° 40' 46"	63.16'	S19° 34' 19"E	62.82'
C45	175.00'	5° 44' 44"	17.55'	S6° 21' 34"E	17.54'
C46	125.00'	11° 44' 45"	25.63'	N9° 21' 34"W	25.58'
C47	125.00'	83° 06' 27"	181.31'	N56° 47' 12"W	165.83'
C48	525.00'	0° 50' 08"	7.66'	N86° 05' 44"E	7.66'
C49	525.00'	4° 01' 06"	36.82'	N83° 40' 07"E	36.81'
C50	475.00'	1° 24' 53"	11.73'	S85° 48' 22"W	11.73'
C51	475.00'	3° 26' 20"	28.51'	S83° 22' 45"W	28.51'
C52	825.00'	5° 33' 39"	80.07'	N78° 52' 45"E	80.04'
C53	825.00'	5° 32' 03"	79.69'	S73° 19' 54"W	79.66'
C54	825.00'	5° 32' 03"	79.69'	S67° 47' 51"W	79.66'
C55	825.00'	5° 32' 03"	79.69'	S62° 15' 48"W	79.66'
C56	825.00'	5° 32' 03"	79.69'	S56° 43' 45"W	79.66'
C57	825.00'	5° 32' 03"	79.69'	S51° 11' 42"W	79.66'
C58	825.00'	5° 32' 03"	79.69'	S45° 39' 39"W	79.66'
C59	825.00'	5° 32' 03"	79.69'	S40° 07' 36"W	79.66'
C60	825.00'	5° 32' 03"	79.69'	S34° 35' 33"W	79.66'
C61	825.00'	0° 13' 32"	3.25'	N31° 42' 46"E	3.25'
C62	1290.00'	2° 35' 43"	58.44'	S57° 06' 09"E	58.43'
C63	1290.00'	2° 35' 43"	58.44'	S59° 41' 52"E	58.43'
C64	1290.00'	3° 40' 41"	82.81'	S62° 50' 04"E	82.80'
C65	875.00'	2° 07' 11"	32.37'	N32° 39' 35"E	32.37'
C66	875.00'	5° 09' 16"	78.72'	N36° 17' 49"E	78.69'
C67	875.00'	5° 07' 23"	78.24'	N41° 26' 08"E	78.21'
C68	875.00'	5° 07' 23"	78.24'	N46° 33' 31"E	78.21'
C69	875.00'	5° 07' 23"	78.24'	N51° 40' 55"E	78.21'
C70	875.00'	3° 18' 57"	50.64'	N55° 54' 05"E	50.63'
C71	175.00'	31° 56' 01"	97.54'	S12° 28' 48"W	96.28'
C72	175.00'	23° 30' 21"	71.79'	S40° 11' 59"W	71.29'
C73	175.00'	23° 30' 21"	71.79'	S63° 42' 21"W	71.29'
C74	175.00'	8° 37' 40"	26.35'	S79° 46' 21"W	26.33'
C75	1025.00'	1° 54' 23"	34.10'	S85° 02' 23"W	34.10'
C76	1025.00'	3° 50' 17"	68.66'	S87° 54' 42"W	68.65'
C77	1025.00'	4° 38' 54"	83.16'	N87° 50' 43"W	83.13'
C78	975.00'	3° 57' 35"	67.38'	N86° 03' 59"E	67.37'
C79	975.00'	4° 46' 28"	81.25'	S89° 33' 59"E	81.22'
C80	975.00'	1° 39' 30"	28.22'	S86° 21' 01"E	28.22'
C81	1025.00'	4° 33' 44"	81.61'	S2° 11' 52"W	81.59'
C82	1025.00'	4° 38' 05"	82.92'	S2° 24' 02"E	82.89'
C83	1025.00'	3° 37' 21"	64.80'	S6° 31' 45"E	64.79'
C84	975.00'	0° 28' 01"	7.95'	N8° 06' 25"W	7.95'
C85	975.00'	4° 35' 01"	78.00'	N5° 34' 53"W	77.98'
C86	975.00'	4° 35' 01"	78.00'	N0° 59' 52"W	77.98'
C87	975.00'	3° 11' 06"	54.20'	N2° 53' 11"E	54.19'
C88	50.00'	16° 08' 38"	14.09'	S3° 35' 35"E	14.04'
C89	50.00'	46° 49' 14"	40.86'	S35° 04' 30"E	39.73'
C90	60.00'	49° 23' 43"	51.73'	S33° 47' 16"E	50.14'
C91	60.00'	82° 19' 32"	86.21'	S32° 04' 21"W	78.98'
C92	60.00'	42° 29' 14"	44.49'	N85° 31' 16"W	43.48'
C93	60.00'	82° 19' 32"	86.21'	N23° 06' 53"W	78.98'
C94	60.00'	11° 03' 03"	11.57'	N23° 34' 25"E	11.55'
C95	1290.00'	34° 46' 41"	783.02'	S38° 24' 57"E	771.05'
C96	875.00'	4° 10' 48"	63.84'	N79° 34' 11"E	63.82'
C97	875.00'	4° 28' 57"	68.45'	N75° 14' 18"E	68.44'
C98	875.00'	4° 28' 57"	68.45'	N70° 45' 22"E	68.44'
C99	875.00'	3° 23' 30"	51.80'	N66° 49' 08"E	51.79'

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**ALS AMERICAN LAND SURVEYORS**

Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	JANUARY 18, 2024	
SCALE:	1"=100'	





JAMES J. AND BARBARA J. LAWRENZ  
VOL. 295, PG. 337  
11.030 ACRES

ELDRON A. MCKITTRICK  
TRACT I, SECOND PARCEL  
INST. No. 201801300000831  
30 ACRES

5/8" (JON ADCOCK S-8461)

5/8" (JON ADCOCK S-8461)

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AUD. PAR. 14-0009010.000

JOEL C. AND FLETCHER K. RUDLAFF  
O.R. 85, PG. 123  
5.001 ACRES

PETER A. AND LAURIEAN LOWE  
O.R. 115, PG. 609  
5.001 ACRES

JOHN AND KELLY M. SULLIVAN  
O.R. 6, PG. 672  
5.001 ACRES

FRED O. AND KRISTEN M. GARDINI  
O.R. 419, PG. 873  
5.001 ACRES

JERRY E. AND PAMELA L. SWANSON  
INST. NO. 201611030009118  
5.074 ACRES

KENNETH E. HOFFMAN, TRUSTEE  
O.R. 997, PG. 751  
9.789 ACRES  
FIRST TRACT

SELECT SIRES, INC.  
O.R. 870, PG. 87  
SV 21-186  
40.059 ACRES

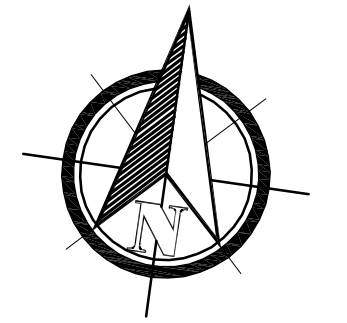
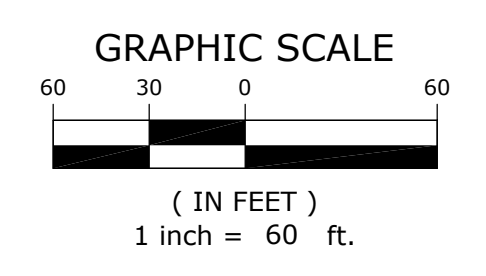
Line #	Direction	Length
L117	N9° 06' 43"W	54.85'
L118	N18° 40' 53"W	56.07'
L119	N15° 23' 34"W	38.72'
L120	N14° 13' 42"W	51.53'
L121	N16° 27' 53"W	49.13'
L122	N17° 09' 25"W	48.37'
L123	N17° 06' 56"W	45.62'
L124	N17° 02' 45"W	48.42'
L125	N9° 13' 23"W	23.20'
L126	N15° 48' 15"W	54.56'

Line #	Direction	Length
L83	N14° 13' 42"W	50.59'
L84	N16° 27' 53"W	46.58'
L85	N17° 09' 25"W	47.76'
L86	N17° 06' 56"W	45.75'
L87	N17° 02' 45"W	55.32'
L88	N9° 13' 23"W	24.29'
L89	N15° 48' 15"W	60.18'
L90	N12° 45' 17"W	55.12'
L91	N11° 18' 40"W	48.09'
L92	N10° 44' 02"W	47.51'
L93	N8° 49' 47"W	29.55'
L94	N8° 49' 47"W	28.12'
L95	N9° 07' 42"W	56.59'
L96	N14° 02' 49"W	40.63'
L97	N9° 58' 00"W	46.48'
L98	N8° 25' 08"W	41.34'
L99	N8° 49' 27"W	57.85'
L100	N10° 14' 52"W	47.21'
L101	N11° 47' 53"W	49.39'
L102	N10° 31' 53"W	46.84'
L103	N9° 25' 07"W	35.92'
L104	N9° 35' 33"W	9.54'
L105	N4° 06' 30"W	18.00'
L106	N18° 49' 22"E	24.15'
L107	N32° 25' 38"E	31.74'
L108	N37° 02' 30"E	78.65'
L109	N23° 17' 22"E	57.04'
L110	N7° 55' 53"E	96.20'
L111	N6° 38' 42"E	96.56'
L112	N9° 07' 06"E	44.26'
L113	N8° 38' 34"E	45.78'
L114	N8° 46' 50"E	45.42'
L115	N9° 39' 45"E	47.50'
L116	N5° 34' 59"E	39.71'

Line #	Direction	Length
L53	N12° 45' 17"W	48.66'
L54	N11° 18' 40"W	49.85'
L55	N10° 44' 02"W	49.68'
L56	N8° 49' 47"W	32.06'
L57	N8° 49' 47"W	27.00'
L58	N9° 07' 42"W	52.03'
L59	N14° 02' 49"W	39.90'
L60	N9° 58' 00"W	51.39'
L61	N8° 25' 08"W	42.34'
L62	N8° 49' 27"W	56.26'
L63	N10° 14' 52"W	44.62'
L64	N11° 47' 53"W	49.14'
L65	N10° 31' 53"W	48.92'
L66	N9° 25' 07"W	38.78'
L67	N9° 35' 33"W	12.14'
L68	N4° 06' 30"W	43.08'
L69	N18° 49' 22"E	56.36'
L70	N32° 25' 38"E	47.69'
L71	N37° 02' 30"E	70.62'
L72	N23° 17' 22"E	31.50'
L73	N7° 55' 53"E	81.59'
L74	N6° 38' 42"E	97.59'
L75	N9° 07' 06"E	46.01'
L76	N8° 38' 34"E	45.48'
L77	N8° 46' 50"E	46.31'
L78	N9° 39' 45"E	44.71'
L79	N5° 34' 59"E	23.26'
L80	N9° 06' 43"W	33.58'
L81	N18° 40' 53"W	50.57'
L82	N15° 23' 34"W	42.61'

**LEGEND**

- IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"
- IRON PIN FOUND (AS NOTED)
- IRON PIPE FOUND (AS NOTED)
- D. & U. E.A. - DRAINAGE AND UTILITY EASEMENT



**BASIS OF BEARINGS:**  
BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS BEING THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83)

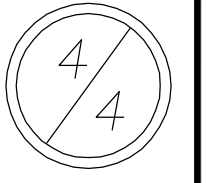
**VILLAGE NEIGHBORHOOD SECTION 11 PHASE 2**  
BEING PART OF VIRGINIA MILITARY SURVEY No.3244  
JEROME TOWNSHIP, UNION COUNTY, OHIO

8439Voris Road  
Logan, Ohio 43138  
Contact: Brett Adcock  
(740) 654-0600 - Lancaster  
(614) 837-0800 - Columbus  
www.americanlandsurveyors.com



Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	JANUARY 18, 2024	
SCALE:	1"=60'	







233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.co.union.oh.us/engineer](http://www.co.union.oh.us/engineer)

16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

February 2, 2024

Bradley Bodenmiller  
LUC Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Re: Village Neighborhood Section 11, Phase 2  
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on January 24, 2024. The construction drawings have been approved by our office. Construction work has commenced on site, as such, we require a bond for the full cost of the public improvements. The bond has been submitted and approved by the Commissioners.

Chris has submitted plan specific comments to be corrected prior to approval as well.

Because the plan specific comments have not been addressed, we recommend denial of the plat. Should the comments be addressed prior to next Thursday's Executive Committee meeting, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.  
Project Engineer  
Union County Engineer

## Brad Bodenmiller

---

**From:** Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>  
**Sent:** Wednesday, January 31, 2024 2:28 PM  
**To:** Brad Bodenmiller; Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick; Luke Sutton; Jon (Brett) Adcock (jadcock@americanlandsurveyors.com)  
**Subject:** RE: Copy of Distribution Letter + Plat for VN-11 Phase 2 Final Plat  
**Attachments:** page 1.pdf; page 4.pdf

Good Afternoon,

Here are the comments from the Engineer office mapping department on Village Neighborhood Section 11 Phase 2:

Page 1 middle of the sheet under Parcel breakdown **VN 11-1 is cited rather than VN 11-2**  
Lower middle of the sheet under **Jerome Village Blanket Notes also refers to VN 11-1 several times. Should that be 11-2?**

Page 4 top middle of the sheet DOS C seems to be **2.426 acres**.

That is all. I didn't see anything on page 2 or page 3.

Thanks,

**Chris Clapsaddle**  
**Mapping Manager**  
Union County Engineer  
233 West Sixth Street  
Marysville, OH 43040  
Ph: (937) 645-3121  
[cclapsaddle@unioncountyohio.gov](mailto:cclapsaddle@unioncountyohio.gov)



---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Wednesday, January 24, 2024 12:00 AM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for VN-11 Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Village Neighborhood, Section 11 (VN-11), Phase 2 – Final Plat**. Paper copies were delivered/mailed today. Please review the Plat carefully because it was updated. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

VN 11-2

**PARCEL BREAKDOWN**

Parcel Number	Map/GIS Number	Acreages of Parcel within VN 11-1
14-0009010.0000	116-00-00-032.000	53.940 AC.

**Zoning Note:**

At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

**Jerome Village Blanket Notes**

Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the Federal Emergency Management Agency Flood Insurance Rate Maps 39159C0385D, 39159C0390D and 39159C0395D, effective dates December 16, 2008. 39159C0385D is a non-printed panel with no flood hazard areas.

Note B: Be advised; a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.

Note C: All storm water drainage including flood routing, open ditches and basins which accept public storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a separate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.

Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, etc. shall be removed from streams that will be a part of the Union County ditch maintenance program.

Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil & Water Conservation District for access to said streams prior to acceptance.

Note F: Removed (not applicable to VN 11-1) ?

Note G: Existing and proposed trees are allowed within right-of-way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.

Note H: Vegetated swales, including rain gardens & bio-swales, are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8' and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.

Note I: Removed (not applicable to VN 11-1) ?

Note J: Mounding, landscaping, or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

**Jerome Village Variances**

- Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village. Resolution #306-09. Dated 6-11-09.

**SURVEYOR CERTIFICATION:**

**American Land Surveyors** do hereby certify the following:

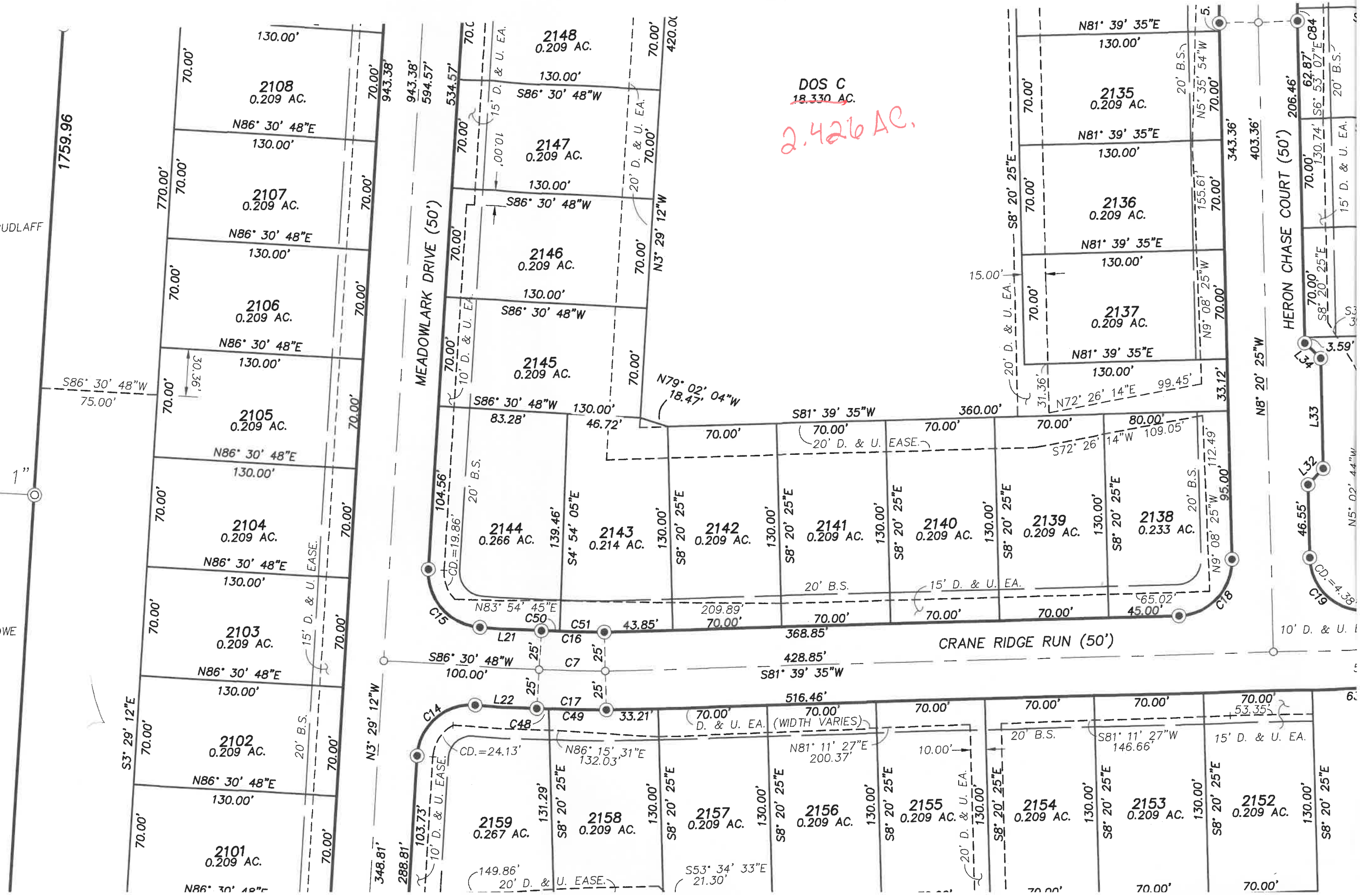
- The accompanying plat represents a subdivision of land in VMS 3244, Jerome Township, Union County, Ohio.
- The tract has an area of 6.260 acres in streets, 23.244 acres in lots, and 24.436 acres in Reserves making a total of 53.940 acres.
- This plat was prepared based on a field survey performed in July, 2020 by American Land Surveyors, LLC.;
- All dimensions are shown in feet and decimal parts thereof. dimensions shown along curved lines are chord distances;
- This property is located in Zone X per F.E.M.A. Community Panel No. 39159C0380D and 39159C0390D, both dated December 16, 2008
- Monumentation set at the locations shown hereon consist of a 5/8 " inch steel reinforcing rod, 30 inches in length affixed with an orange plastic cap bearing the inscription "Jon Adcock, S-8461", Right-of-way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
  - Additional Monuments shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the Lot being sold. Lot monumentation may have a cap and inscription that varies from above.
- The accompanying plat is a correct representation of Village Neighborhood Section 11 Phase 2 as surveyed.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



JOEL C. AND FLETCHER K. RUDLAFF  
O.R. 85, PG. 123  
5.001 ACRES

PETER A. AND LAURIEAN LOWE  
O.R. 115, PG. 606  
5.001 ACRES





## Jerome Township Zoning Department

9777 Industrial Parkway  
Plain City, Ohio 43064  
614-873-4480

January 24, 2024

Bradley J. Bodenmiller, Director  
LUC Regional Planning Commission  
10820 St. Rt. 347  
East Liberty, Ohio 43319

Re.: Village Neighborhood Section 11, Phase 2 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the final plat known as Village Neighborhood Section 11, Phase 2 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. A detailed development plan, Case #PD20-003 DP-01 was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, as modified.
2. There is a slight formatting error in the table labeled “Minimum Lot Area” on page #1.
3. The applicant/developer should contact the Township Road Department if they wish to contract for snow removal services for the proposed streets prior to acceptance by the County Engineer.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

**Eric Snowden**  
Zoning Inspector/Planning Coordinator  
Jerome Township, Union County, Ohio

## Brad Bodenmiller

---

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>  
**Sent:** Friday, February 2, 2024 10:04 PM  
**To:** Brad Bodenmiller  
**Cc:** Chad Ritzler  
**Subject:** Re: Subdivision Plat Comments

Brad

Sorry about that. We didn't have any comments on the 4 applications.

Thanks and have a great weekend.

Kyle Hoyng, P.E.  
City Engineer  
City of Marysville

Sent from Gmail Mobile

On Fri, Feb 2, 2024 at 5:23 PM Brad Bodenmiller <[bradbodenmiller@lucplanning.com](mailto:bradbodenmiller@lucplanning.com)> wrote:

Did you two have comments for the four (4) subdivision plats this month? I don't remember receiving any and wanted to check.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

P.O. Box 219 | [10820 State Route 347](#) | [East Liberty, Ohio 43319](#)

P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)

## Brad Bodenmiller

---

**From:** Joseph Grove <jgrove@unioncountyohio.gov>  
**Sent:** Monday, January 29, 2024 11:42 AM  
**To:** Brad Bodenmiller; Brad Bodenmiller  
**Cc:** Heather Martin; Gram Dick  
**Subject:** RE: Copy of Distribution Letter + Plat for VN-11 Phase 2 Final Plat

Union Soil and Water has no comments for **Village Neighborhood, Section 11 (VN-11), Phase 2 – Final Plat.**

Joseph Grove  
Urban Technician  
Union Soil & Water Conservation District  
18000 State Route 4, Suite D  
Marysville, OH 43040  
937-642-5871 x 2216  
[jgrove@unioncountyohio.gov](mailto:jgrove@unioncountyohio.gov)



please consider the environment - do you really need to print this email?

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Sent:** Wednesday, January 24, 2024 12:00 AM  
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>  
**Cc:** heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>  
**Subject:** Copy of Distribution Letter + Plat for VN-11 Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Village Neighborhood, Section 11 (VN-11), Phase 2 – Final Plat**. Paper copies were delivered/mailed today. Please review the Plat carefully because it was updated. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

**Bradley Bodenmiller**  
**Director | LUC Regional Planning Commission**  
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319  
P: (937) 666-3431 | [www.lucplanning.com](http://www.lucplanning.com)



**Staff Report – Jerome Township (U) Zoning Amendment**

<p><b>Jurisdiction:</b></p>	<p><b>Jerome Township Zoning Commission</b> c/o Shelby Christian 9777 Industrial Parkway Plain City, OH 43064 (614) 873-4480</p>
<p><b>Request:</b></p>	<p>The Jerome Township Zoning Commission initiated a parcel amendment to rezone multiple lots from Rural Residential District (RU) to Low Density Residential District (LDR) and Medium Density Residential (MDR).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> <li>• Proposed Low Density Residential (LDR) Lots: 12</li> <li>• Proposed Medium Density Residential (MDR) Lots: 20</li> </ul> <p>Acreage proposed to be rezoned:</p> <ul style="list-style-type: none"> <li>• 20.13 +/- (Note: LUC Staff calculated this.)</li> </ul> <p>Existing Use:</p> <ul style="list-style-type: none"> <li>• Single-family dwellings</li> <li>• One lot is Parklands</li> </ul> <p>Proposed Use:</p> <ul style="list-style-type: none"> <li>• No Changes purposed to existing uses</li> </ul>
<p><b>Location:</b></p>	<p>The lots are located east of US Hwy 33, south of Ryan Parkway, starting at the intersection of Jerome Road and Scioto Road in Jerome Township, Union County.</p>
<p><b>Staff Analysis:</b></p>	<p><b>Vicinity Land Uses &amp; Zoning</b> The lots are currently zoned Rural Residential District (RU). Nearby there appears to be a Medium Density Residential District (MDR) to the north/west, with a Planned Development District (PD) to the east, and the City of Dublin to the south.</p> <p>Vicinity uses appear to be single-family dwellings. Some of these are located in major subdivisions, and some are located on minor lot splits.</p>





Staff Report – Jerome Township (U) Zoning Amendment

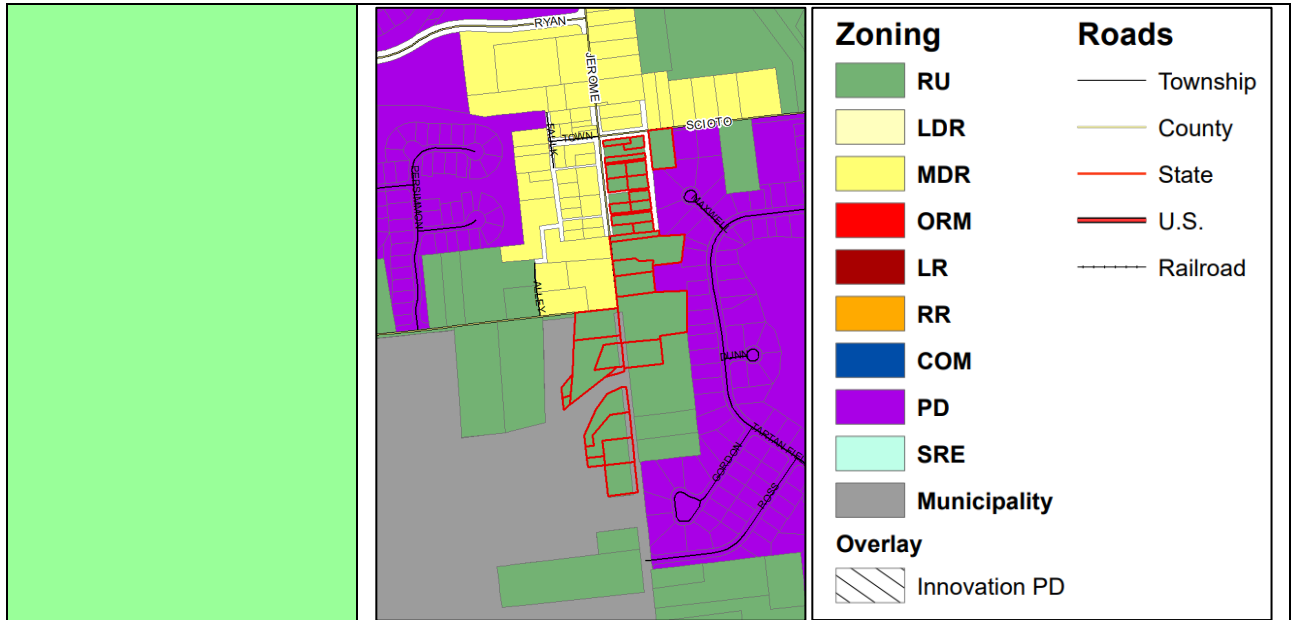


Figure 1: Jerome Twp (U) Zoning Map

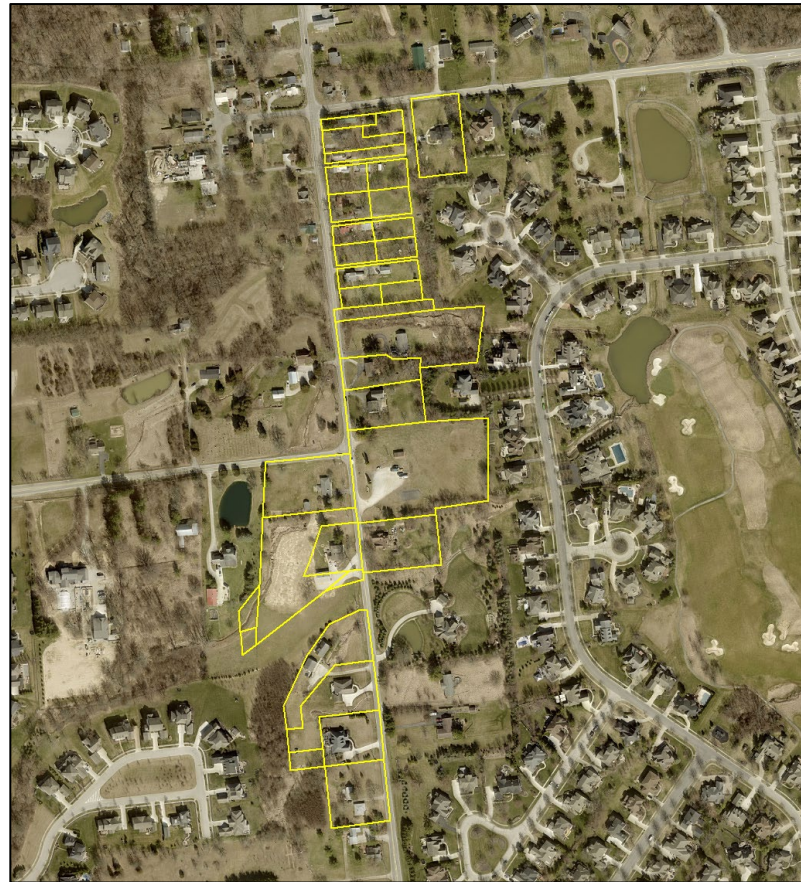


Figure 2: Aerial Image of surrounding area



**Staff Report – Jerome Township (U) Zoning Amendment**

**Zoning Resolution**

The Zoning Resolution (ZR) is comprehensive, it establishes zoning districts, and provides a purpose and intent for each district.

The purpose 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 (ZR, pp. 4-9).

The purpose of the Low Density Residential District (LDR) is to provide areas for larger lots, lower density residential uses and/or estate lots that may or may not have access to centralized sewer services.... The Low Density Residential District will provide a transition between agricultural and rural residential uses, and more urbanized areas (ZR, pp. 4-13).

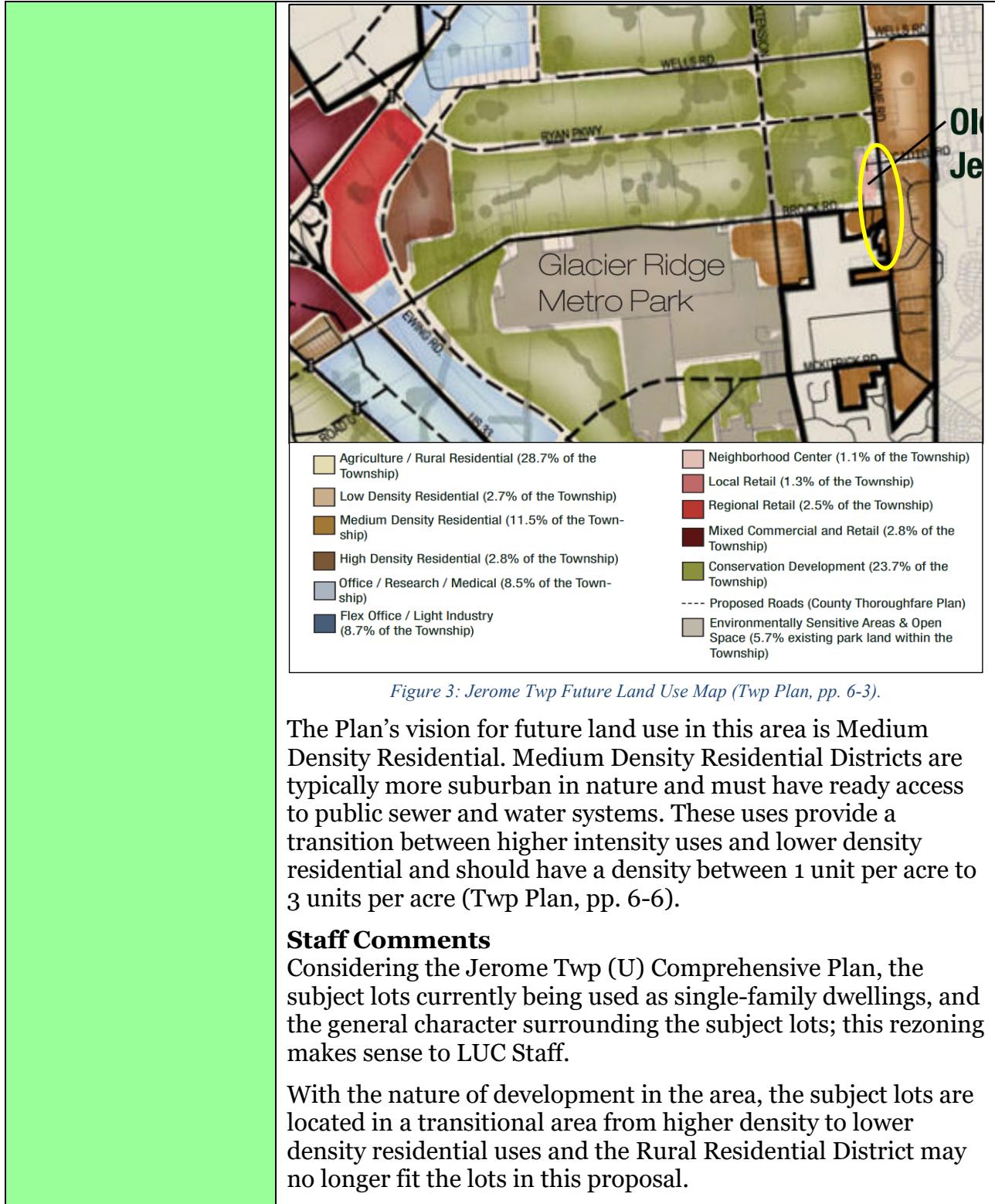
The purpose of the Medium Density Residential District (MDR) is to provide opportunity to develop single-family residential lots at more traditional suburban densities where appropriate.... Because of the smaller lot sizes allowed these properties are required to be served by centralized sewer and water services and will provide a transition between more intense commercial uses and lower density residential or agricultural uses (ZR, pp. 4-17).

**Comprehensive Plan**

The Jerome Township Comprehensive Plan was last updated in 2008. Comprehensive plans are intended as a guide for decision-makers considering land use changes (Twp Plan, pp. 2-2).



Staff Report – Jerome Township (U) Zoning Amendment





## Staff Report – Jerome Township (U) Zoning Amendment

<b>Staff Recommendations:</b>	Staff recommends <b>APPROVAL</b> of the proposed zoning amendment. This recommendation is made based on the Jerome Township Zoning Resolution and Comprehensive Plan (2008).
<b>Z&amp;S Committee Recommendations:</b>	Options for action: <ul style="list-style-type: none"><li>• Recommend Approval</li><li>• Recommend Approval with Modifications (state modifications)</li><li>• Recommend Denial</li></ul>





# Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

## Zoning Parcel Amendment Checklist

Date: 12-14-2023 Township: Jerome Township

Amendment Title: Z23-003 - Old Jerome Village

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

Need all of them  
 Missing northern properties  
 Parcel - 170014051000  
 Corrected - G.D.

Merry Christmas  
 Happy New Year!

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

10820 St. Rt 347, PO Box 219  
 East Liberty, Ohio 43319  
 • Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



*Zoning Commission*  
*Jerome Township*  
*Union County, Ohio*

9777 Industrial Parkway  
Plain City, Ohio 43064

Office: (614) 873-4480  
jerometownship.us

December 12, 2023

L.U.C. Regional Planning Commission  
Brad Bodenmiller, Executive Director  
Box 219  
East Liberty, Ohio 43319

Dear Mr. Bodenmiller:

This letter is to inform you of a proposed amendment to the Jerome Township Zoning Resolution:

Case #: Z23-003                      Type: Map Amendment

Name of Applicant: Jerome Township

Location: See parcel list exhibit and map exhibit.

Enclosed is a copy of the application and other relevant documents and materials. A public hearing for this case before the Zoning Commission has tentatively been set for Monday, January 8, 2023 at 7:00 p.m.

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

Sincerely yours,

Shelby Chrisitan  
Jerome Township Zoning Clerk

Enclosure

## Chapter 400 – Adoption of the Zoning District Regulations

### 400.01 District Regulations Generally

Regulations are hereby established and adopted pertaining to the use of land and/or structures and the physical development of such land and structures within each of the zoning districts. Article 4 and Article 5 of this Resolution establish and provided specific regulations for the various zoning districts. Article 6 establishes general development standards that shall apply within all zoning districts.

## Chapter 405 – Interpretation of Regulations

### 405.001 Interpretation of Regulations Generally

The standard regulations set forth in Article 4 and Article 5 of this Resolution shall be interpreted and enforced as provided for in this Chapter. (Amd. 10-20-2020)

### 405.01 Identification of Uses

Uses are listed by their customary name or identification, except where they are specifically defined or limited in this Resolution.

When a listed use has a number preceding the name, said number shall indicate the designation provided by the North American Industry Classification System (NAICS), U.S. Department of Commerce, United States Census Bureau, 2012 edition. The NAICS is a 2 through 6 digit hierarchical classification system where each digit in the code is part of a series of progressively narrower categories. In this system the first two digits indicate the economic sector, the third digit indicates the subsector, the fourth digit indicates the industry group, the fifth digit indicates the NAICS industry title, and the sixth digit indicates the national industry title. Where such numbers are listed in this Resolution the following shall apply:

1. Numbers listed by sector and subsector only (2 or 3 digit numbers) shall be deemed to include all industry groups and industry titles (fourth, fifth and sixth digits) listed within the sector and subsector unless those groups and titles are specifically excepted within this Resolution.
2. Numbers listed with industry group, and industry titles (4 and 5 digit numbers) shall include all activities listed under the industry code other than those specifically excepted by this Resolution.

The full text of the listings in the 2012 North American Industry Classification System (NAICS) shall be a part of the definition of the uses listed in this Resolution and is hereby adopted as a part of this Resolution.

### 405.02 Permitted Uses

Only a use designated as a permitted use shall be allowed as matter of right in any zoning district and any use not so designated shall be prohibited.

### 405.03 Accessory Uses and Structures

An accessory use or structure is a use or structure which is clearly subordinate to the principal use as defined in Chapter 300 of this Resolution. Accessory uses or structures may be allowed only in accordance with the specific district regulations, the requirements of Chapter 645 of this Resolution, and other applicable regulations provided for by this Resolution. (Amd. 10-20-2020, 6-15-2021)

### **405.04 Conditional Uses**

A use designated as a conditional use may, if approved by the Board of Zoning Appeals, be permitted in the zoning district where the designation occurs. The approval of a conditional use shall be subject to the requirements of Chapter 240 of this Resolution and to the additional development standards outlined in each zoning district. (Amd. 10-20-2020)

### **405.05 Development Standards**

The development standards as set forth in this Resolution shall be the minimum allowed for uses permitted in a zoning district. If the development standards are in conflict with the requirements of any lawfully adopted rules, regulations, or laws, the more restrictive or higher standard shall govern.

## **Chapter 410 - Zoning Districts Established**

### **410.001 Zoning Districts Established**

The following zoning districts are hereby established for Jerome Township, Union County Ohio:

#### **410.01 Agricultural Zoning Districts**

AG – Agricultural District

#### **410.02 Residential Zoning Districts**

RU – Rural Residential District  
LDR – Low Density Residential District  
MDR – Medium Density Residential District

#### **410.03 Office and Industrial Zoning Districts**

ORM – Office / Research / Medical District  
COM – Commerce District

#### **410.04 Commercial Zoning Districts**

LR – Local Retail District  
RR – Regional Retail District

#### **410.05 Recreation Districts**

SRE – Special Recreation District

#### **410.06 Special Zoning Districts**

PD – Planned Development District  
OS – Open Space District  
IPD – Innovation Planned Development District

## Chapter 415 - Official Zoning Map

### 415.001 Official Zoning Map Adopted

The districts and their boundary lines are indicated upon a map entitled "Zoning Map of Jerome Township, Union County, Ohio", hereinafter called the "Official Zoning Map", which is hereby made a part of this Resolution. The Official Zoning Map, together with all notations, references, and other matters shown thereon, are hereby declared a part of this Resolution. The Official Zoning Map shall be held and maintained in the office of Zoning Inspector and shall be identified by the signature of the Chairperson of the Board of Township Trustees and attested by the Fiscal Officer. (Amd. 10-20-2020, 12-6-2022)

### 415.01 Rules for Interpretation of District Boundaries

Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated approximately following the center lines of streets or highways, street lines or highway right-of-way lines, such as center lines, street lines, or highway right-of-way lines shall be construed to be such boundaries.
2. Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be said boundaries.
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines of right-of-way lines of highways, such district boundaries shall be construed parallel thereto and at such distance as indicated on the Official Zoning Map. If no such distance is given, the dimension shall be determined by the use of the scale shown on said Official Zoning Map.
4. Where the boundary of a district follows a railroad line, such boundary shall be deemed to be located midway between the main tracks of said railroad lines.
5. Where the boundary of a district follows a stream or other body of water, the centerline of the body of water shall be deemed to be the boundary of the zoning district unless otherwise indicated.
6. Where the boundary of a district follows a metes and bounds description approved as a part of a rezoning or annexation of any territory, said metes and bounds description shall have control over all of the foregoing.
7. Questions concerning the exact location of district boundary lines shall be determined by the Zoning Inspector, subject to the owners' right of appeal to the Board of Zoning Appeals as provided herein. (Amd. 10-20-2020)

### 415.02 Vacation of Public Ways

Whenever any street or public right-of-way is vacated by official action of the County Commissioners or other public authority, the zoning districts adjoining each side of the street or public right-of-way shall be automatically extended to the center of such vacations and all area included in the vacation shall thereafter be subject to all regulations of the extended districts. (Amd. 10-20-2020)

### **415.03 Replacement of Official Zoning Map**

In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the Board of Township Trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the Chairperson of the Board of Township Trustees, attested to by the Fiscal Officer, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted \_\_ (date) \_\_ as part of the Zoning Resolution Jerome Township, Union County, Ohio. (Adopted 10-20-2020)



## Chapter 420 – Agricultural District (AG)

### 420.001 Agricultural District Generally

The purpose and intent of the Agricultural District (AG) is to; encourage the continuance of agricultural uses, protect prime farmland and agricultural soils, protect the rights of farmers, preserve rural character, and provide for land which is suitable to be used for agriculture as defined in the Comprehensive Plan. Residential land use in the AG District is related to dwellings owned by the persons farming the property. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable county health regulations. (Amd. 10-20-2020)

### 420.01 Agricultural Uses Defined

“Agricultural Use” is as defined in the Ohio Revised Code Section 519.01, as may be amended, includes farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

### 420.02 Permitted Uses

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

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration.
6. Agriculture (Amd. 10-20-2020, 12-6-2022)

### 420.03 Accessory Uses and Structures

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

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 Chapter 645 of this Resolution. (Amd. 10-20-2020)

### 420.04 Conditional Uses

The following uses may be permitted as conditional uses in the AG District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

1. 423820 – Farm Machinery and Equipment Merchant Wholesalers
2. 444220 – Farm Supply Stores
3. 444220 – Feed Stores (except pet)
4. Veterinary Hospital and Clinic
5. 721191 – Bed-and-Breakfast Inns
6. Kennel/Animal Boarding

7. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
8. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
9. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution.
10. Private landing fields for private or agricultural aircraft use.
11. Mining, Commercial Quarries, Sand and Gravel Pits\_ (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

### 420.05 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the AG District:

#### 1. Minimum Lot Area

The minimum lot area for lots in the AG District shall be 5 acres. (Amd. 6-15-2021)

#### 2. Minimum Lot Width

Lots in the AG District shall have a minimum width of 300 feet. (Amd. 10-20-2020)

#### 3. Flag Lots

Flag lots are permitted within the AG District provided that the minimum lot width is maintained. (Amd. 10-20-2020)

#### 4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Front yard setbacks for the AG District shall be as follows:

- a) **Type 'A'** – The setback for farm markets shall be a minimum of 15 feet as provided for Chapter 605.
- 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, with the exception of agricultural buildings, supporting a permitted, conditional, or accessory use of the lot shall be 80 feet. (Amd. 10-20-2020, 6-15-2021,

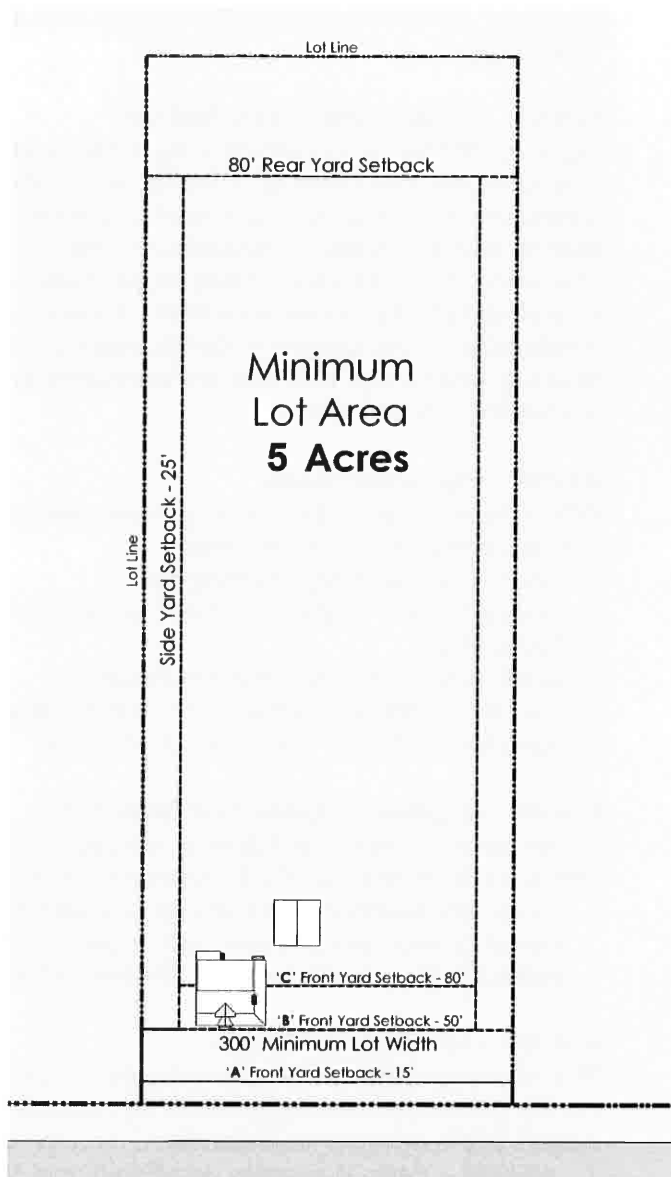


Figure 420.01: Lot area and setback diagram for the AG District

12-21-2021)

**5. Side Yard Setbacks** – The minimum side yard setback for principal buildings and structures shall be twenty-five (25) feet. Accessory buildings and structures shall be set back from a side lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

**6. Rear Yard Setbacks**

The minimum rear yard setback for principal buildings and structures shall be eighty (80) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

**7. Architectural Projections**

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021, 6-15-2021)

**420.06 Building and Site Development Standards**

The following standards shall apply to the development of all permitted uses and accessory uses and structures within the AG District:

**1. Minimum and Maximum Floor Area**

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the AG 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. (Amd. 10-20-2020, 12-21-2021)

**2. Maximum Building Height**

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

- a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the AG District shall be 35 feet.
- c) All other Permitted Uses and approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

# Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

## Zoning Map and Zoning Districts

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### Chapter 425 – Rural Residential District (RU)

#### 425.001 Rural Residential District Generally

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 Comprehensive Plan. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable regulations of the County Health Department. This District supersedes the U-1 Rural District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

#### 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 (1) Single-family Dwelling per lot.
2. Limited home occupation subject to requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration. (Amd. 12-6-2022)

#### 425.02 Accessory Uses and Structures

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 Chapter 645 of this Resolution.

#### 425.03 Conditional Uses

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

1. 721191 – Bed-and-Breakfast Inns
2. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution
3. Expanded home occupations subject to the requirements of Chapter 635 of this Resolution.
4. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
5. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution.
6. Veterinary Hospitals and Clinic
7. Kennel/Animal Boarding\_(Amd. 10-20-2020, 12-6-2022)



### 425.04 Lot Area, Lot Width, and Yard Setback Standards

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

#### 1. Minimum Lot Area

The minimum lot area for parcels in the RU District shall be 1.5 acres or as required by the County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot area 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. (Amd. 8-17-2015, 10-20-2020, 6-15-2021)

#### 2. Minimum Lot Width

Lots in the RU District shall have a minimum width of 150 feet. (Amd. 8-17-2015, 10-20-2020)

#### 3. Flag Lots

In addition to the lot width requirement above, flag lots shall have a minimum frontage of 150 feet. (Amd. 8-17-2015, 10-20-2020)

#### 4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. 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 Chapter 605 of this Resolution. (Amd. 6-15-2021)
- 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 lot shall be 75 feet. (Amd. 10-20-2020, 6-15-2021)

#### 5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

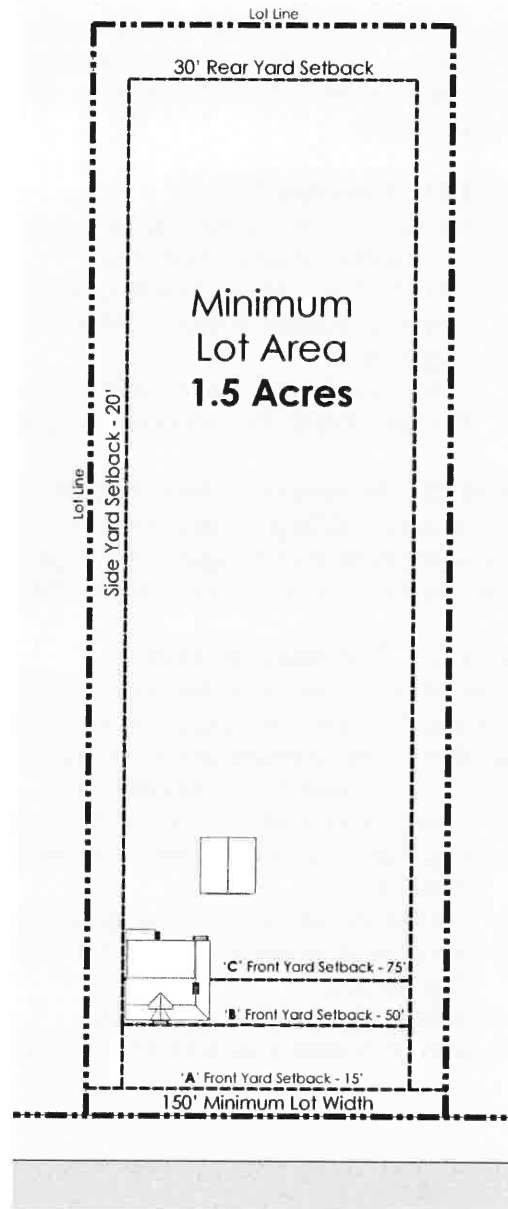


Figure 425.01: Lot area and setback diagram for the RU District

### 6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

### 7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

### 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:

#### 1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 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. (Amd. 10-20-2020, 12-21-2021)

#### 2. Maximum Building Height

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

- a) Accessory Structures – See Chapter 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.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet.

**Zoning Resolution**

Jerome Township, Union County, Ohio

Article 4

**Zoning Map and Zoning Districts**

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## Chapter 430 – Low Density Residential District (LDR)

### 430.001 Low Density Residential District Generally

The purpose and intent of the Low Density Residential District (LDR) is to provide areas for larger lot, lower density residential uses and/or estate lots that may or may not have access to centralized sewer services as outlined in the Comprehensive Plan. The Low Density Residential District will provide a transition between agricultural and rural residential uses, and more urbanized areas. This District supersedes the R-1 Low Density Residential District in existence prior to the enactment of this Resolution.

### 430.01 Permitted Uses

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

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital. (Amd. 10-20-2020, 12-6-2022)

### 430.02 Accessory Uses and Structures

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 Chapter 645 of this Resolution. (Amd. 10-20-2020)

### 430.03 Conditional Uses

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

1. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
2. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
4. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution. (Amd. 10-20-2020, 12-6-2022)

### 430.04 Lot Area and Yard Setback Standards

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

#### 1. Minimum Lot Area

The minimum lot area for parcels having access to public sewer and water services shall be one half (1/2) acre. Without access to public sewer and water the minimum lot area shall be 1.5 acres, or such larger area as determined necessary by the County Health Department. In addition, the minimum lot area 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 LDR District and this Resolution. (Amd. 6-15-2021, 12-21-2021)

#### 2. Minimum Lot Width

All lots in the LDR District shall have a minimum width of 120 feet. (Amd. 10-20-2020)

#### 3. Minimum Lot Frontage

Flag lots are not permitted within the LDR District.

#### 4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Front yard setbacks for the LDR District shall be as follows:

- a) Single-family Dwellings - The front yard setback for single-family dwellings shall be 35 feet.
- b) The front yard setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the lot shall be 45 feet. (Amd. 10-20-2020, 6-15-2021)

#### 5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a side lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

#### 5. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (6-15-2021)



Figure 430.01: Lot area and setback diagram for the LDR District



### 6. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

### 430.05 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 LDR District:

#### 1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the LDR 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. (Amd. 10-20-2020, 12-21-2021)

#### 2. Maximum Building Height

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

- a) Accessory Structures – See Chapter for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the LDR District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

**Zoning Resolution**

Jerome Township, Union County, Ohio

Article 4

**Zoning Map and Zoning Districts**

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## Chapter 435 – Medium Density Residential District (MDR)

### 435.001 Medium Density Residential District Generally

The purpose and intent of the Medium Density Residential District (MDR) is to provide opportunity to develop single-family residential lots at more traditional suburban densities where appropriate, as defined by the Comprehensive Plan. Because of the smaller lot sizes allowed these properties are required to be served by centralized sewer and water services and will provide a transition between more intense commercial uses and lower density residential or agricultural uses. This district supersedes the R-2 Medium Density Residential District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

### 435.01 Permitted Uses

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

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

### 435.02 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 Chapter 645 of this Resolution. 623110 – Nursing Care Facilities
2. 623312 – Assisted Living Facilities for the Elderly
3. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
4. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
5. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution. (Amd. 12-6-2022)

### 435.03 Conditional Uses

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

4. 623110 – Nursing Care Facilities
5. 623312 – Assisted Living Facilities for the Elderly
6. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
6. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
7. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

### 435.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the MDR District:

#### 1. Minimum Lot Area

The minimum lot area for parcels in the MDR District shall be 12,000 Square Feet. In addition, the minimum lot area 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 MDR District and this Resolution. (Amd. 6-15-2021)

#### 2. Minimum Lot Width

All lots within the MDR District shall have a width of 80 feet. Corner lots having frontage on two public roads shall provide a minimum lot width of 90 feet. (Amd. 10-20-2020)

#### 3. Flag Lots

Flag Lots are not permitted within the MDR District.

#### 4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right of way of the dedicated public road. The minimum front yard setback for all buildings and structures in the MDR District shall be 25 feet. (Amd. 10-20-2020)

#### 5. Side Yard Setbacks

The minimum side yard setbacks for buildings and structures in the MDR District shall be as follows:

- a) For lots having a width of less than 90 feet the minimum side yard setback for principal buildings and structures shall be 6 feet.
- b) For lots having a width of 90 feet or greater, but less than 100 feet the minimum side yard setback for principal buildings and structures shall be 8 feet.
- c) For lots having a width of 100 feet or greater the minimum side yard setback for principal buildings and structures shall be 10 feet.
- d) Accessory buildings and structures shall be setback from a side lot line in accordance with provisions of Article 6. (Amd. 6-15-2021)

#### 6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

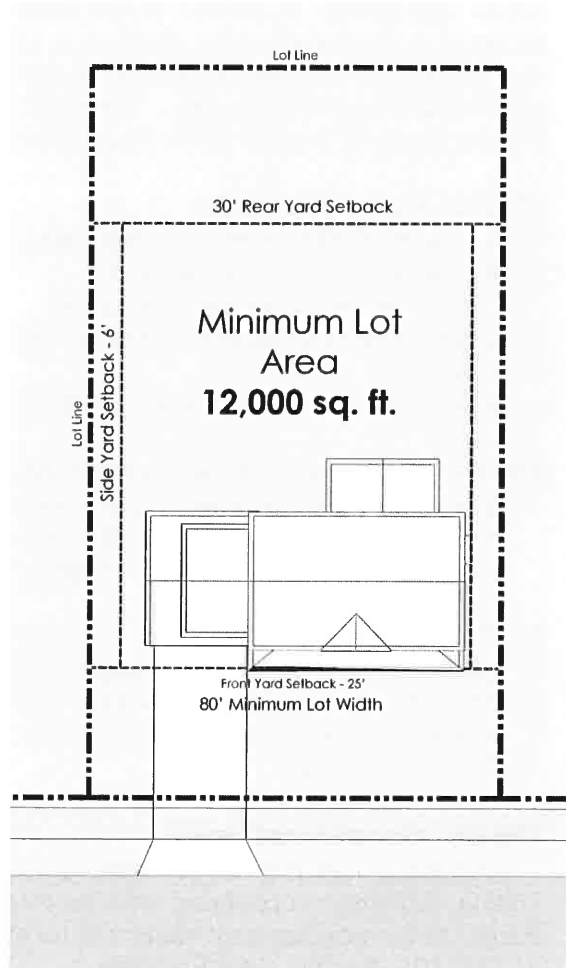


Figure 435.01: Lot area and setback diagram for the MDR District

### 7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 10-20-2020, 6-15-2021)

### 435.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and accessory uses and structures within the MDR District:

#### 1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – Single family dwellings in the MDR 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. (Amd. 10-20-2020, 12-21-2021)

#### 2. 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 Chapter 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – The maximum building height for single family dwellings in the MDR District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

#### 3. Residential Building Standards

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

- a) Attached Garages – The follow standards apply to all single family dwellings with attached garages.
  - (i) The face of all front-loaded garages shall be set back from the face of the principal residence a minimum of 2 feet in the case of 1 and 2 car garages. 3 car front-loaded garages are permitted on lots 90 feet and larger provided the third garage bay is set back a minimum of an additional 2 feet from the first two garage bays
  - (ii) Side-loaded garages are permitted to extend past the front of the principal residence to create a front parking court provided that the elevation of the garage facing the street is treated with windows and the garage meets the front yard setback for the District.

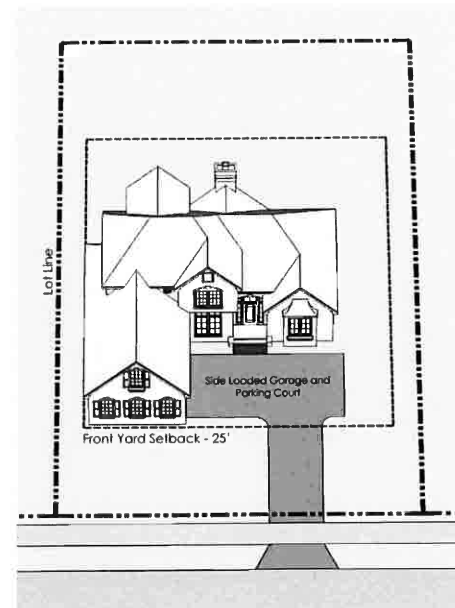


Figure 435.05: Driveway Configuration in the MDR District



### 4. Platted Residential Subdivisions

The following standards shall apply to all new platted subdivisions having 20 or more lots within the MDR District.

- a) Architectural Diversity – In the Medium Density Residential District, 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.
  
- b) Open Space – Within any new residential development platted within the Medium Density Residential District, there shall be a dedicated open space area of no less than 10% of the gross lot area at the time of platting.

### Chapter 440 – Office/Research/Medical District (ORM)

#### 440.001 Low Density Residential District Generally

(a) The purpose of the Office/Research/Medical District (ORM) is to provide opportunities for higher density corporate offices or lower density professional, research and medical uses as identified by the Comprehensive Plan. These uses provide employment, economic development, and community access to professional services and are typically located in areas easily accessed by commuters and close to support type uses. This District supersedes the B-11 Professional Services District in existence prior to the enactment of this Resolution.

(b) In this District hours of operation are typically limited to normal business hours and do not include overnight operations. Developments can be planned with individual buildings on single sites, or as part of a campus development, and provide a good transition between higher intensity retail uses and residential districts. Appropriate sites include areas where access to busier streets is available, where higher density retail uses or lower density residential uses are not appropriate and access to services and restaurants is available. (Amd. 10-20-2020)

#### 440.01 Permitted Uses

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

1. 511 – Publishing Industries
2. 517 – Telecommunications
3. 518 – Data Processing, Hosting, and Related Services
4. 519 – Other Information Services
5. 522 – Credit Intermediation and Related Activities
6. 523 – Securities, Commodity Contracts, and other Financial Investments and Related Activities
7. 524 – Insurance Carriers and Related Activities
8. 525 – Funds, Trusts, and other Financial Vehicles
9. 531 – Real Estate, all with the exception of the following uses which are prohibited:
  - a) 53113 – Lessors of Mini-warehouses and Self-storage units
10. 533 – Lessors of Nonfinancial Intangible Assets
11. 54 – Professional, Scientific, and Technical Services, all with the exception of the following uses:
  - a) 54185 – Outdoor Advertising
  - b) 54186 – Direct Mail Advertising
  - c) 54187 – Advertising Material Distribution Services
  - d) 54189 – Other Services Relating to Advertising
  - e) 54192 – Photographic Services
  - f) 54194 – Veterinary Services
12. 55 – Management of Companies and Enterprises (all)
13. 5611 – Office Administrative Services
14. 5613 – Employment Services
15. 5614 – Business Support Services with the exception of
  - a) 561491 – Repossession Services
16. 561492 – Court Reporting and Stenotype Services
17. 5615 – Travel Arrangement and Reservation Services
18. 621 – Ambulatory Health Care Service, All with the exception of the following:
  - a) 62191 – Ambulance Services

19. 622 – Hospitals
20. 71132 – Promoters of Performing Arts, Sports, and Similar Events Without Facilities
21. 7114 – Agents and Managers for Artists, Athletes, Entertainers, and other Public Figures
22. 813110 Church or other places of religious worship
23. 8132 – Grant making and Giving Services
24. 8133 – Social Advocacy Organizations
25. 8134 – Civic and Social Organizations
26. 8139 – Business, Professional, Labor, Political, and Similar Organizations
27. 92 – Public Administration, all except for the following:
  - a) 92214 – Correctional Institutions
  - b) 92215 – Parole Offices and Probation Offices

### **440.02 Conditional Uses**

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

1. 51211 – Motion Picture and Video Production
2. 51219 – Postproduction Services and Other Motion Picture and Video Industries
3. 51222 – Integrated Record Production /Distribution
4. 51224 – Sound Recording Studios
5. 5151 – Radio and Television Broadcasting
6. 5152 – Cable and Other Subscription Programming
7. 54192 – Photographic Services
8. 54194 – Veterinary Services
9. 6112 – Junior Colleges
10. 6113 – Colleges, Universities and Professional Schools
11. 6114 – Business Schools and Computer and Management Training
12. 61161 – Fine Arts Schools
13. 61163 – Language Schools
14. 611691 – Exam Preparation and Tutoring
15. 6117 – Educational Support Services
16. 6241 – Individual and Family Services (non-residential facilities only)
17. 6243 – Vocational Rehabilitation Services
18. 6244 Child Day Care Services
19. 922 – Justice, Public Order, and Safety Activities with the exception of:
  - a) 92214 – Correctional Institutions
  - b) 92215 – Parole Offices and Probation Offices (Amd. 10-20-2020)

### 440.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the ORM District:

#### 1. Minimum Lot Area

All lots within the ORM District shall be a minimum of 1.5 acres in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 10-20-2020, 6-15-2021)

#### 2. Minimum Lot Width

The minimum width for all lots in the ORM District shall be determined based upon the functional classification of the roadway upon which the lot fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

Table 440.03.2 Lot Width Requirements for the ORM District		
Road / Street Classification	Minimum Lot Width	
	Lots without SDA	Lots with SDA*
Cul-De-Sac or Loop	150 feet	150 feet
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

*\* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.*

#### 3. Maximum Lot Coverage

The total ground area occupied by all buildings and structures shall not exceed a maximum of 35 percent of the total area of the lot.

**4. Front Yard Setbacks**

All Front Yard Setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be those determined by the County Engineer. The minimum front yard setbacks for the ORM District shall be as follows:

<b>Table 440.03.4 Front Setback Requirements for the ORM District</b>		
<b>Road / Street Classification</b>	<b>Minimum Front Setbacks For:</b>	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop	40 feet	20 feet
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

**5. Side Yard Setbacks**

The side yard setbacks in the ORM District shall be as follows:

- a) When any lot in the ORM District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 100 feet of any residential structure, the minimum side yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 30 feet for any loading, delivery, and service areas.
  - (iii) 50 feet for all buildings and structures.
- b) For all other lots in the ORM District the side yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for any loading, delivery, and service areas.
  - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021)

**6. Rear Yard Setbacks**

The minimum rear yard setbacks in the ORM District shall be as follows:

- a) When any lot in the ORM District adjoins any lot less than 5 acres in area zoned in any residential district, or where the rear lot line exists within 100 feet of any residential structure, the minimum rear yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 50 feet for all buildings, structures, loading, delivery, and service areas.
- b) For all other lots in the ORM District the minimum rear yard setbacks shall be 20' for all buildings, structures, parking, vehicular circulation and loading, delivery, and service areas. (Amd. 10-20-2020, 6-15-2021)



### **440.04 Building and 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 ORM District:

#### **1. Building Construction**

All uses within the ORM District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

#### **2. Temporary Buildings and Structures**

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

#### **3. Building Height**

The maximum height of all structures in the ORM District shall be 50 feet, measured as defined in Chapter 300 of this Resolution.

#### **4. Building Design and Orientation on the Lot**

The following standards apply to the construction of all buildings within the ORM District:

- a) Main Entries – All buildings within the ORM District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. In an office park, where more than one building are 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 to individual tenant spaces of a multi-tenant building, shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.
- b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the ORM District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, landscaping, or a combination of the above. For any use where the side or rear of a building fronts to US Highway 33, US Highway 42, or Industrial Parkway, those elevations visible shall be treated in a similar fashion to the main façade and shall not appear as an obvious side or rear elevation. (Amd. 12-21-2021)
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 12-21-2021)

### **440.05 Loading, Delivery, and Service Areas**

All loading, delivery, service, or similar areas shall be screened in accordance with the requirements of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### **440.06 Off-Street Parking**

Off-street parking for all uses in the ORM District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

#### **1. Number of Parking Spaces Required**

All uses in the ORM District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

#### **2. Parking Area Landscaping**

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### **440.07 Landscaping**

All uses within the ORM District shall be landscaped in accordance with Chapter 620 of this Resolution.

### **440.08 Signage**

All signs located within the ORM District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

### **440.09 Lighting**

All exterior lighting within the ORM District shall strictly adhere to the requirements of Chapter 630 and the following standards:

#### **1. Maximum Height Requirements**

The total height of exterior light fixtures used for parking lot and site lighting within the ORM District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)

## Chapter 445 – Commerce District (COM)

### 445.001 Commerce District Generally

(a) The purpose and intent of the Commerce District is to provide opportunities for business uses consisting of warehouse and distribution, flex offices, commercial services, and light industry as identified in the Flex Office / Light Industrial section of the Comprehensive Plan and to provide standards for the development of such uses that protect the value of adjacent properties and promote the desired character of the area as defined by the Comprehensive Plan. This district supersedes the B-15 Wholesale and Heavy Retail District, M-1 Manufacturing District, and M-2 Heavy Manufacturing District in existence prior to the enactment of this Resolution.

(b) The uses permitted in this district are appropriate for industrial corridors and major and minor arterials where access to interchanges, well designed roads and trucking or shipping routes are available to move goods and services. Manufacturing and industrial uses in this area will be smaller, more specialized operations which are not intrusive by way of noise, dust, odor, vibration or present a danger to surrounding uses. Commerce District uses are more intense land uses that provide employment opportunities and economic development and should be buffered from residential uses. (Amd. 10-20-2020)

### 445.01 Permitted Uses

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

1. 236 – Construction of buildings
2. 238 – All Specialty Trade Contractors with the exception of:
  - a) 23811 – Poured Concrete Foundation and Structure Contractors
  - b) 23812 – Structural Steel and Precast Concrete Contractors
  - c) 23891 – Site Preparation Contractors
3. 323 – Printing and Related Support Activities
4. 327215 – Glass Product Manufacturing made of purchased glass
5. 33243 – Metal Can, Box, and Other Metal Container (Light Gauge) Manufacturing
6. 3325 – Hardware Manufacturing
7. 3326 – Spring and Wire Product Manufacturing
8. 3327 – Machine Shops; Turned Product; and Screw, Nut and Bolt Manufacturing.
9. 3329 – Other Fabricated Metal Product Manufacturing with the exception of:
  - a) 332992 – Small Arms Ammunition Manufacturing
  - b) 332993 – Ammunition (except Small Arms) Manufacturing
  - c) 332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing
10. 334 – Computer and Electronic Product Manufacturing
11. 335 – Electrical Equipment, Appliance, and Component Manufacturing with the exception of:
  - a) 33591 – Battery Manufacturing
12. 3363 – Motor Vehicle Parts Manufacturing
13. 3364 – Aerospace Product and Parts Manufacturing.
14. 336991 – Motorcycle, Bicycle, and Parts Manufacturing.
15. 339 – Miscellaneous Manufacturing
16. 4232 – Furniture and Home Furnishing Merchant Wholesalers
17. 4234 – Professional and Commercial Equipment and Supplies Merchant Wholesalers
18. 4236 – Electrical and Electronic Goods Merchant Wholesalers

19. 4237 – Hardware, and Plumbing and Heating Equipment and Supplies Merchant Wholesalers
20. 42384 – Industrial Supplies Merchant Wholesalers
21. 42385 – Service Establishment Equipment and Supplies Merchant Wholesalers
22. 42386 – Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
23. 4239 – Miscellaneous Durable Goods Merchant Wholesalers
24. 424 – Merchant Wholesalers, Non-Durable Goods, all with the exception of the following non-permitted uses:
  - a) 42452 – Livestock Merchant Wholesalers
  - b) 4247 – Petroleum and Petroleum Products Merchant Wholesalers
25. 425 – Wholesale Electronic Markets and Agents and Brokers
26. 4413 – Automotive Parts and Accessories Stores
27. 4542 – Vending Machine Operators
28. 511 – Publishing Industries
29. 512 – Motion Picture and Sound Recording Industries with the exception of:
  - a) 51213 – Motion Picture and Video Exhibition
30. 515 – Broadcasting (except Internet)
31. 517 – Telecommunications
32. 518 – Data Processing, Hosting, and related services
33. 519 – Other Information Services
34. 52 – Finance and Insurance
35. 531 – Real Estate with the exception of:
  - a) 53113 – Lessors of Mini-warehouses and Self-Storage Units
36. 532 – Rental and Leasing Services with the exception of:
  - a) 5321 – Automotive Equipment Rental and Leasing
  - b) 5323 – General Rental Centers
  - c) 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
37. 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
38. 54 – Professional, Scientific, and Technical Services
39. 55 – Management of Companies and Enterprises
40. 561 – Administrative and Support Services with the exception of:
  - a) 56173 – Landscaping Services
41. 611 – Educational Services
42. 621 – Ambulatory Health Care Services
43. 622 – Hospitals
44. 624 – Social Assistance with the exception of:
  - a) 62422 – Community Housing Services
  - b) 6244 – Child Day Care Services
45. 711 – Performing Arts, Spectator Sports, and Related Industries with the exception of:
  - a) 711212 – Racetracks
46. 712 – Museums, Historical Sites, and Similar Institutions with the exception of:
  - a) 71213 – Zoos and Botanical Gardens
  - b) 71219 – Nature Parks and Other Similar Institutions
47. 7223 – Special Food Services

- 48. 811 – Repair and Maintenance
- 49. 81221 – Funeral Homes and Funeral Services
- 50. 81233 – Linen and Uniform Supply
- 51. 8129 Other Personal Services with the exception of:
  - a) 81291 – Pet Care (except Veterinary) Services
- 52. 81292 – Photofinishing
- 53. 81293 – Parking Lots and Garages
- 54. 81299 – All Other Personal Services
- 55. Quasi-public Use
- 56. Public Use
- 57. Public Service Facility (Amd. 10-20-2020, 12-21-2021)

### **445.02 Conditional Uses**

The following uses may be permitted as conditional uses in the COM District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

- 1. 237 – Heavy and Civil Engineering Construction
- 2. 23811 – Poured Concrete Foundation and Structure Contractors
- 3. 23812 – Structural Steel and Precast Concrete Contractors
- 4. 23891 – Site Preparation Contractors
- 5. 311 – Food Manufacturing less with the exception of:
  - a) 3116 – Animal Slaughtering and Processing
  - b) 3117 – Seafood Product Preparation and Packaging
  - c) 311811 – Retail Bakeries
- 6. 3121 – Beverage Manufacturing
- 7. 313 – Textile Mills
- 8. 314 – Textile Product Mills
- 9. 315 – Apparel Manufacturing
- 10. 3162 – Footwear Manufacturing
- 11. 321911 – Wood Window and Door Manufacturing
- 12. 321918 – Other Millwork (including flooring)
- 13. 3222 – Converted Paper Product Manufacturing
- 14. 3254 – Pharmaceutical and Medicine Manufacturing
- 15. 3261 – Plastics Product Manufacturing
- 16. 3271 – Clay Product and Refractory Manufacturing
- 17. 3272 – Glass and Glass Product Manufacturing
- 18. 32733 – Concrete Pipe, Brick, and Block Manufacturing
- 19. 3274 – Lime and Gypsum Product Manufacturing
- 20. 3279 – Other Nonmetallic Mineral Product Manufacturing
- 21. 3312 – Steel Product Manufacturing from Purchased Steel
- 22. 3321 – Forging and Stamping
- 23. 3322 – Cutlery and Hand tool Manufacturing



24. 3323 – Architectural and Structural Metals Manufacturing
25. 3328 – Coating, Engraving, Heat Treating, and Allied Activities
26. 332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing except that no live fire and no explosive material are permitted.
27. 333 – Machinery Manufacturing
28. 33621 – Motor Vehicle Body and Trailer Manufacturing
29. 3363 – Motor Vehicle Parts Manufacturing
30. 3364 – Aerospace Product and Parts Manufacturing
31. 336991 – Motorcycle, Bicycle and Parts Manufacturing
32. 337 – Furniture and Related Product Manufacturing
33. 42311 – Automobile and Other Motor Vehicle Merchant Wholesalers
34. 42313 – Motor Vehicle Supplies and New Parts Merchant Wholesalers
35. 42313 – Tire and Tube Merchant Wholesalers
36. 4233 – Lumber and Other Construction Materials Merchant Wholesalers
37. 42351 – Metal Service Centers and Other Metal Merchant Wholesalers
38. 42381 – Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
39. 42382 – Farm and Garden Machinery and Equipment Merchant Wholesalers
40. 4411 – Automobile Dealers
41. 4412 – Other Motor Vehicle Dealers
42. 44419 – Other Building Material Dealers
43. 4442 – Lawn and Garden Equipment and Supplies Stores
44. 44512 – Convenience Stores
45. 447 – Gasoline Stations, with the exception of 44719 and 447190 Marine Service Stations and Truck Stops.
46. 4541 – Electronic Shopping and Mail-Order Houses
47. 484 – Truck Transportation
48. 485 – Transit and Ground Passenger Transportation
49. 487 – Scenic and Sightseeing Transportation
50. 492 – Couriers and Messengers
51. 493 – Warehousing and Storage, with the exception of the following uses which are prohibited in the Commerce District
  - a) 493190 – Automobile Dead Storage
  - b) 493190 – Bulk Petroleum Storage
52. 4884 – Support Activities for Road Transportation except for Motor Vehicle Towing with On-Site storage or impounding of motor vehicles.
53. 4885 – Freight Transportation Arrangement
54. 4889 – Other Support Activities for Transportation
55. 53113 – Lessors of Mini-Warehouses and Self-Storage Units
56. 5321 – Automotive Equipment Rental and Leasing
57. 5323 – General Rental Centers
58. 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
59. 56173 – Landscaping Services
60. 6244 – Child Day Care Services
61. 71394 – Fitness and Recreational Sports Centers
62. 71395 – Bowling Centers

- 63. 71399 – All Other Amusement and Recreation Industries
- 64. 72111 – Hotels (except Casino Hotels) and Motels
- 65. 7225 – Restaurants and Other Eating Places
- 66. 81291 – Pet Care (except Veterinary) Services (with the exception of outdoor kennels)
- 67. Warehouse, Wholesale and Distribution Facility (Amd. 6-10-2016, 10-20-2020, 12-21-2021)

### 445.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the COM District:

#### 1. Minimum Lot Area

The minimum lot area for lots within the COM District shall be as follows:

- a) Lots having access to centralized sewer and water services shall have a minimum lot area of 3/4 acre.
- b) For lots using on-site water and sewer the minimum lot area shall be a minimum of 1 and 1/2 acres, or as required by the County Health Department for the proposed use.
- c) All lots within the COM District shall be adequate in area to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-17-2021, 12-21-2021)

#### 2. Minimum Lot Width

The minimum width for all lots in the COM District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum requirements shall apply:

Table 445.03.2 Lot Width Requirements for the COM District		
Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Loop or cul-de-sac	150 feet	150 feet
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Major Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

*\* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced lot width as shown in the above table.*

(Amd. 12-21-2021)

**3. Maximum Lot Coverage**

The maximum lot coverage in the COM District shall be forty-five percent (45%). (Amd. 6-15-2021)

**4. Front Yard Setbacks**

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the lot fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be those determined by the County Engineer. The minimum front yard setbacks for the COM District shall be as follows:

<b>Table 445.03.4 Front Setback Requirements for the COM District</b>		
<b>Road / Street Classification</b>	<b>Minimum Front Setbacks For:</b>	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop	40 feet	20 feet
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

(Amd. 6-15-2021)

**5. Side Yard Setbacks**

The side yard setbacks in the COM District shall be as follows:

- a) When any lot in the COM District adjoins any lot less than 5 acres in area zoned in any residential district the minimum side yard setbacks shall be:
  - (i) 20 feet for all parking and pavement areas.
  - (ii) 40 feet for any outdoor storage or loading and delivery areas.
  - (iii) 40 feet for all buildings and structures.
- b) When any lot in the COM District adjoins any lot in any non-residential district the minimum side yard setbacks shall be:
  - (i) 10 feet for all parking and pavement areas.
  - (ii) 20 feet for any outdoor storage or loading and delivery areas.
  - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021)

**6. Rear Yard Setbacks**

The minimum rear yard setbacks in the COM District shall be as follows:

- a) When the rear lot line of any lot in the COM District adjoins any lot less than 5 acres in area zoned in any residential district the minimum rear yard setbacks shall be as follows:
  - (i) 60 feet for all buildings and structures, loading and delivery, and outdoor storage areas.

- (ii) 40 feet for all parking and vehicular circulation areas.
- b) When the rear lot line of any lot in the COM District adjoins any lot in any non-residential district the minimum rear yard setbacks shall be as follows:
  - (i) 30 feet for all buildings and structures, loading and delivery, and outdoor storage areas.
  - (ii) 20 feet for all parking and vehicular circulation areas. (Amd. 6-15-2021)

### **445.04 Building and 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 COM District:

#### **1. Building Construction**

All uses within the COM District shall be housed in permanent structures constructed on solid foundations meeting all applicable requirements for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

#### **2. Temporary Buildings and Structures**

All temporary buildings and structures shall comply with the provisions of Chapter 600, 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

#### **3. Building Height**

The maximum height of all structures in the COM District shall be 45 feet, measured as defined in Chapter 300 of this Resolution.

#### **4. Building Design and Orientation on the Lot**

The following standards apply to the construction of all buildings within the COM District:

- a) Main Entries – All buildings within the COM District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance to each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in building materials, awnings, canopies or other such architectural treatments.
- b) Blank Walls Not Permitted – For all buildings in the COM District, blank, featureless exterior walls having a length greater than 2 times the height of the wall shall not be permitted. Buildings shall be designed to break up long expanses of exterior wall through the use of windows, doors, architectural projections, changes in materials, landscaping, or any combination of the above.
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

### **445.05 Additional Standards for Outdoor Storage Areas**

In addition to the screen and buffering requirements of Chapter 620, the outdoor storage of materials, equipment and merchandise in the COM District shall meet the following standards:

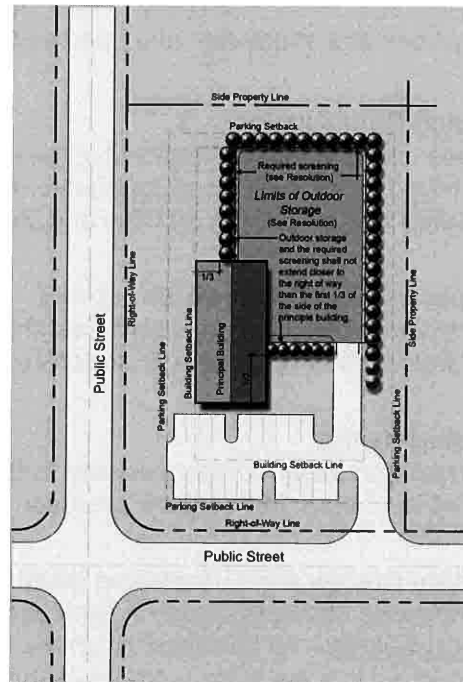
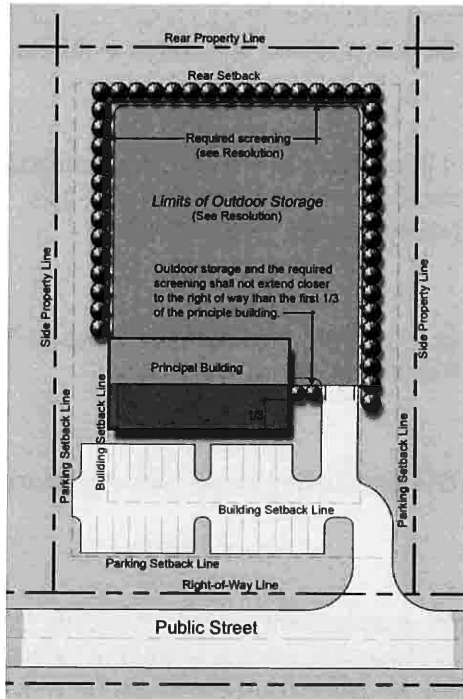
#### **1. Location**

Areas used for the outdoor storage of materials, equipment, and merchandise shall not encroach into any required front, side or rear building setback for the COM District.

Outdoor storage and the required perimeter screening shall not be permitted to extend closer to the right-of-way, or both rights-of-ways in the case of corner lots, than the front 1/3 of the side of the primary building perpendicular to the right of way as shown in Appendix 2.

### 2. Maximum Lot Area

The maximum lot area devoted to the outdoor storage of materials, equipment and merchandise for all uses shall not exceed 35% of the size of the lot on which the use is located.



### 445.06 Outdoor Loading, Delivery and Service Areas

In addition to the screen and buffering requirements of Chapter 620, outdoor loading, delivery, and service areas shall be permitted within the COM District in accordance with the following standards:

#### 1. Area Standards

The following area standards shall apply to all outdoor loading, delivery, and service areas within the COM District:

- a) Loading, Delivery and Service Areas for Warehousing and Distribution Uses – For warehousing and distribution uses only, the size of areas dedicated to loading docks, truck circulation, and the loading and delivery of goods and materials shall not exceed 35 percent of the total lot area.
- b) Loading, Delivery and Service Areas for All Other Uses – For all other uses the size of areas dedicated to the loading and delivery of goods and materials and service uses such as dumpsters and compactors shall not exceed 10% of the total lot area.



### 2. Screening

All loading, delivery and service areas, outdoor storage areas, and supply yards shall be screened in accordance with the requirements of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### 445.07 Off-Street Parking

Off street parking for all uses in the COM District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

#### 1. Number of Parking Spaces Required

All uses in the COM District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

#### 2. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### 445.08 Landscaping

All uses within the COM District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

### 445.09 Signage

All signs located within the COM District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

# Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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## Chapter 450 – Reserved for Future Use

## Chapter 455 – Local Retail District (LR)

### 455.001 Local Retail District Generally

The purpose and intent of the Local Retail District (LR) is to allow retail uses that would draw from residents within a three (3) mile radius of the site and typically include grocery stores, smaller retail uses, and restaurants as identified in the Comprehensive Plan. Local retail uses are typically more oriented to the automobile than the pedestrian and should be adjacent to local thoroughfares and have access to public sewer and water. Local retail anchors are no larger than 75,000 square feet in floor area and are often grouped with smaller “in-line” retail tenants and outlots. This District supersedes the B-13 Retail Store District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

### 455.01 Permitted Uses

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

1. 4451 – Grocery Stores
2. 4452 – Specialty Food Stores
3. 4453 – Beer, Wine, and Liquor Stores
4. 44611 – Pharmacies and Drug Stores
5. 44612 – Cosmetics, Beauty Supplies, and Perfume Stores
6. 446191 – Food (Health) Supplement Stores
68. 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops. (Amended June 20, 2016)
7. 4512 – Book Stores and News Dealers
8. 4531 – Florists
9. 453220 – Gift, Novelty, and Souvenir Stores
10. 453910 – Pet and Pet Supplies Stores
11. 453991 – Tobacco Stores
12. 5221 – Depository Credit Intermediation (commercial and private banks and lending institutions)
13. 53223 – Video Tape and Disc Rental
14. 722511 – Full-Service Restaurants
15. 722513 – Limited-Service Restaurants
16. 8121 – Personal Care Services with the exception of the following uses which are prohibited in the Local Retail District:
  - a) 812199 – Baths, steam or Turkish
  - b) 812199 – Massage parlors
  - c) 812199 – Steam baths
  - d) 812199 – Tattoo parlors
  - e) 812199 – Turkish bathhouses
17. Drive thru windows
18. 813110 – Church or other places of religious worship

### 455.02 Conditional Uses

The following uses may be permitted as conditional uses in the LR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

1. 44131 – Automotive Parts and Accessories Stores
2. 444120 – Paint and Wallpaper Stores
3. 44613 – Optical Goods Stores

- 4. 5242 – Agencies, Brokerages, and Other Insurance Related Activities
- 5. 541213 – Tax Preparation Services
- 6. 541921 – Photography Studios, Portrait
- 7. 811191 – Automotive Oil Change and Lubrication Shops
- 8. 811192 – Car Washes (Amd. 10-20-2020)

**455.03 Lot Area, Lot Width, and Yard Setback Standards**

The following lot area, lot width, and yard setback standards shall apply to all lots within the LR District:

**1. Minimum Lot Area**

All lots within the LR District shall be a minimum of 1 acre in area or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021)

**2. Maximum Floor Area**

Within the LR District no single use structure, and no individual tenant in a multi-tenant structure, shall exceed a maximum of 75,000 square feet of floor area. No single development shall exceed a maximum of 150,000 square feet of floor area inclusive of all tenants. (Amd. 6-15-2021)

**3. Minimum Lot Width**

The minimum lot width for all lots in the LR District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot width shall apply.

<b>Table 455.03.3 Lot Width Requirements for the LR District</b>		
<b>Road / Street Classification</b>	<b>Minimum Lot Width</b>	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

- a) Outlots – Where two or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 455.03.3.

### 4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the lot fronts and shall be measured from the right-of-way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the LR District shall be as follows:

Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

### 5. Side Yard Setbacks

The side yard setbacks in the LR District shall be as follows:

- a) When any lot in the LR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 40 feet for any loading, delivery, and service areas.
  - (iii) 40 feet for all buildings and structures.
- b) For all other lots in the LR District the side yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for any loading, delivery, and service areas.
  - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021, 12-21-2021)

### 6. Rear Yard Setbacks

The minimum rear yard setbacks in the LR District shall be as follows:

- a) When any lot in the LR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 40 feet for all loading, delivery and service areas.
  - (iii) 60 feet for all buildings and structures.
- b) For all other lots in the LR District the rear yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for all loading, delivery and service areas.
  - (iii) 30 feet for all structures. (Amd. 6-15-2021)



### **455.04 Building and Development Standards**

The following building and development standards shall apply to all uses and lots in the LR District:

#### **1. Building Construction**

All uses within the LR District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

#### **2. Temporary Buildings Structures**

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

#### **3. Building Height**

The maximum height of all structures in the LR District shall be 30 feet, measured as defined in Chapter 300 of this Resolution.

#### **4. Building Design and Orientation on the Lot**

The following standards apply to the construction of all buildings within the LR District:

- a) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any front or side building elevation within the LR District. Buildings shall be designed so that, at a minimum, front and side exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- b) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

### **455.05 Loading, Delivery, and Service Areas**

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### **455.06 Off-Street Parking**

Off street parking for all uses in the LR District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

#### **1. Number of Parking Spaces Required**

All uses in the LR District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

#### **2. Joint or Combined Parking Area**

Joint or combined parking areas may be utilized subject to the regulations provided in Chapter 610. (Amd. 12-21-2021)

#### **3. Parking Area Landscaping**

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### **455.07 Landscaping**

All uses within the LR District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

### **455.08 Signage**

All signs located within the LR District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

### **455.09 Lighting**

All exterior lighting within the LR District shall strictly adhere to the requirements of Chapter 630 and the following standards:

#### **1. Maximum Height Requirements**

The total height of exterior light fixtures used for parking lot and site lighting within the LR District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture.

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### Chapter 460 – Regional Retail District (RR)

#### 460.001 Regional Retail District Generally

The purpose and intent of the Regional Retail District (RR) is to provide areas for major retail sites that serve areas larger than 5 miles in radius and are located near freeways and freeway interchanges as identified in the Comprehensive Plan. Regional retail uses are characterized by large retail uses having 75,000 square feet or more in floor area, and associated smaller retailers, and require high visibility and accommodation of high traffic volumes. This District supersedes the B-14 Heavy Retail district in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

#### 460.01 Permitted Uses

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

1. 4411 – Automobile Dealers
2. 4413 – Automotive Parts, Accessories, and Tire Stores
3. 442 – Furniture and Home Furnishings Stores
4. 443 – Electronics and Appliance Stores
5. 4441 – Building Material and Supplies Dealers
6. 4451 – Grocery Stores
7. 4452 – Specialty Food Stores
8. 4453 – Beer, Wine, and Liquor Stores
9. 4461 – Health and Personal Care Stores
10. 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops. (Amended June 20, 2016)
11. 448 – Clothing and Clothing Accessories Stores
12. 451 – Sporting Goods, Hobby, Book, and Music Stores
13. 452 – General Merchandise Stores
14. 4531 – Florists
15. 4532 – Office Supplies, Stationery, and Gift Stores
16. 4533 – Used Merchandise Stores
17. 4539 – Other Miscellaneous Store Retailers except for the following uses which are prohibited in the Regional Retail District:
  - a) 45393 – Manufactured (Mobile) Home Dealers
  - b) 453998 – All Other Miscellaneous Store Retailers (except Tobacco Stores)
18. 491 – Postal Service
19. 5221 – Depository Credit Intermediation (commercial banks and credit unions)
20. 53222 – Formal Wear and Costume Rental
21. 53223 – Video Tape and Disc Rental
22. 713940 – Fitness centers
23. 72111 – Hotels (except casino hotels) including convention hotels
24. 7224 – Drinking Places
25. 722511 – Full-Service Restaurants
26. 722513 – Limited-Service Eating Places
27. 8121 – Personal Care Services with the exception of the following uses which are prohibited in the Regional Retail District:
  - a) 812199 – Baths, steam or Turkish
  - b) 812199 – Massage parlors
  - c) 812199 – Steam baths
  - d) 812199 – Tattoo parlors

- e) 812199 – Turkish bathhouses
- 28. 81292 – Photofinishing
- 29. 813110 – Church or other places of religious worship
- 30. Drive Thru Windows

**460.02 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 Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

- 1. 811192 – Car Washes
- 2. 811191 – Automotive Oil Change and Lubrication Shops
- 3. 811111 – General Automotive Repair
- 4. Outside display of products for sale, not including boats, recreational vehicles, farm equipment, mobile or manufactured homes, or storage buildings.

**460.03 Lot Area, Lot Width, and Yard Setback Standards**

The following lot area, lot width, and yard setback standards shall apply to all lots within the RR District:

**1. Minimum Lot Area**

All lots within the RR District shall be a minimum of 1 acre in rea, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021)

**2. Maximum Floor Area**

Within the RR District there shall be no maximum floor area for buildings. (Amd. 6-15-2021, 12-21-2021)

**3. Minimum Lot Width**

The minimum width for all lots in the RR District shall be determined based upon the functional classification of the roadway upon which the lot fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

<b>Table 460.03.3 Lot Width Requirements for the RR District</b>		
<b>Road / Street Classification</b>	<b>Minimum Lot Width</b>	
	<b>Lots without CAD*</b>	<b>Lots with CAD*</b>
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access



*\* Lots sharing a common access (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.*

- a) **Outlots** – Where three or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 460.03.3. (Amd. 6-15-2021, 12-21-2021)

**4. Front Yard Setbacks**

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the RR District shall be as follows:

<b>Table 460.03.4 Front Setback Requirements for the RR District</b>		
<b>Road / Street Classification</b>	<b>Minimum Front Setbacks For:</b>	
	<b>Principal Buildings / Structures</b>	<b>Parking and Circulation</b>
Local Road	50 feet	20 feet
Minor Collector Road	50 feet	20 feet
Major Collector Road	60 feet	30 feet
Minor Arterial Road	60 feet	30 feet
Major Arterial Road	n/a	n/a

**5. Side Yard Setbacks**

The side yard setbacks in the RR District shall be as follows:

- a) When any lot in the RR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 40 feet for any loading, delivery, and service areas.
  - (iii) 40 feet for all buildings and structures.
- b) For all other lots in the RR District the side yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for any loading, delivery, and service areas.
  - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021, 12-21-2021)

**6. Rear Yard Setbacks**

The minimum rear yard setbacks in the RR District shall be as follows:

- a) When any lot in the RR District adjoins any lot less than 5 acres in size zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 40 feet for all loading, delivery and service areas.
  - (iii) 60 feet for all structures.

- b) For all other lots in the RR District the rear yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for all loading, delivery and service areas.
  - (iii) 30 feet for all structures.

### **460.04 Building and Development Standards**

The following building and development standards shall apply to all uses and lots in the RR District:

#### **1. Building Construction**

All uses within the RR District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

#### **2. Temporary Buildings and Structures**

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

#### **3. Building Height**

The maximum height of all structures in the LR District shall be 40 feet, measured as defined in Chapter 300 of this Resolution.

#### **4. Building Design and Orientation on the Lot**

The following standards apply to the construction of all buildings within the RR District:

- a) Large Retail Buildings – Large expanses of flat, featureless, exterior wall shall not be permitted on any front or side building elevation on large retail buildings within the RR District. Large retail buildings shall be designed so that, at a minimum, front and side exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- a) Outlots and Small Retail Buildings – The exterior of all outlot buildings and free-standing small retail buildings within the RR District shall be designed and constructed with similar materials and level of architectural detail on all sides of the building.
- b) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

### **460.05 Loading, Delivery and Service Areas**

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

### **460.06 Off-Street Parking**

Off street parking for all uses in the RR District shall be provided at the time of construction of the main structure or buildings with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Section 610 and the following standards:

#### **1. Number of Parking Spaces Required**

All uses in the RR District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

### 2. Joint or Combined Parking Areas

Joint or combined parking areas may be utilized subject to the regulations provided in Chapter 610. (Amd. 12-21-2021)

### 3. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

#### 460.07 Landscaping

All uses within the RR District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

#### 460.08 Signage

All signs located within the RR District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

#### 460.09 Lighting

All exterior lighting within the RR District shall strictly adhere to the requirements of Chapter 630 and the following standards:

##### 1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the RR District shall not exceed a maximum height of 32 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture

# Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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### **470 Special Recreation District (SRE)**

#### **470.001 Special Recreation District Generally**

The purpose and intent of the Special Recreation District (SRE) is to provide opportunities for a variety of active recreational and entertainment uses not otherwise permitted in the standard zoning districts. These uses provide limited employment opportunities, opportunities for recreation, promote healthy and desirable communities, and based upon design can fit into a variety of settings and land use patterns. Appropriate locations for these uses may vary by use and each application for rezoning to the Special Recreation District shall be required to demonstrate the compatibility of the proposed use with the surrounding land uses. This District supersedes the SR-1 and SR-2 Special Recreation Districts in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

#### **470.01 Permitted Uses**

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

1. 611620 – Sports and Recreation Instruction
2. 712 – Museums, Historical Sites, and Similar Institutions
3. 71391 – Golf Courses and Country Clubs
4. 71394 – Fitness and Recreational Sports Centers
5. 71395 – Bowling centers
6. 713990 – Amateur Sports Teams
7. 713990 – Ballrooms
8. 713990 – Recreational Sports Clubs including baseball, soccer, basketball, softball, lacrosse, hockey, volleyball, football and tennis.
9. 713990 – Billiard Parlors
10. 713990 – Bocce courts
11. 713990 – Day camps
12. 713990 – Driving Ranges
13. 713990 – Fishing clubs
14. 713990 – Miniature Golf Courses
15. 713990 – Golf Driving Ranges
16. 713990 – Recreational Horse Rental Services
17. 713990 – Recreational Horseback Riding
18. 713990 – Recreational sports teams and leagues both youth and adult
19. 713990 – Riding clubs & stables
20. 813110 – Church or other places of religious worship

#### **470.02 Conditional Uses**

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

1. 71121 – Spectator Sports
2. 713990 – Archery Ranges
3. 713990 – Hunting and Gun clubs
4. 713990 – Shooting Ranges indoor or outdoor
5. 713990 – Trap and skeet shooting facilities (Amd. 10-20-2020)



### 470.03 Conditional Use Standards

In addition to the standards defined in Chapter 240 of this Zoning Resolution the following standards shall apply to all conditional uses within the Special Recreation District;

#### 1. Spectator Sports

To be considered for approval as a conditional use in the Special Recreation District, 71121 Spectator Sports, as defined by the NAICS, shall meet the following requirements

- a) Traffic – Prior to the approval of the conditional use permit the applicant shall provide to the Township a study prepared by a registered traffic engineer detailing any potential adverse impacts caused by spectator events and mitigation strategies to deal with those impacts
- b) Noise – Prior to the approval of the conditional use permit the applicant shall provide to the Township a study that demonstrates the impact that noise levels from typical events will have on the nearest residential areas to the proposed venue. The study will present proposed noise levels in the A-Weighted Decibel Scale (dBA) for the noise to be exceeded 10% of the duration of the event, or the L<sub>10</sub> noise level. Proposed noise levels documented in the study shall be substantiated by noise levels physically measured at similar events.

#### 2. Shooting Sports

The purpose of the following requirements is to promote and protect the public health, safety and welfare by regulating shooting ranges. These requirements are intended to prevent adverse effects on adjoining properties relating to shot containment and noise mitigation. Each shooting range shall be designed to contain the bullets, shot, and arrows discharged on or within the range facility and minimize noise impacts. This Section does not otherwise apply to the general legal discharge of firearms or bows and arrows in accordance with other applicable laws and regulations. To be approved for a conditional use permit within the Special Recreation District any such facility shall meet the following requirements.

##### a) Performance

- (i) Shooting range facilities shall be designed to contain all of the bullets, shot, arrows or other projectiles or any other debris on the range facility
- (ii) Noise levels measured at the property line shall not exceed sixty-five (65) dBA when located adjacent to residential or commercial property or (75) dBA when adjacent to industrial property.

##### b) Development Requirements:

- (i) Technical Advisors – All shooting range facilities shall apply for and have a Range Technical Team Advisor from the National Rifle Association (NRA) or an equivalent organization inspect and evaluate the design and construction of the range according to the guidelines specified by the NRA's Range Source Book: A Guide To Planning and Construction, current addition, and follow the suggestions made by the advisor.
- (ii) Setbacks – All shooting stations and targets in an outdoor facility shall be located a minimum of 300 feet from any property line and the surface danger zone shall be contained within the property boundary line of the range facility.
- (iii) Distance Separation – For all outdoor facilities the distance between the range facility and any occupied residential or non-residential building along any target line shall not be less than ½ mile.

- (iv) Warning Signs – Warning signs meeting National Rifle Association (NRA) guidelines for shooting ranges shall be posted at 100 feet intervals along the perimeter of the shooting range facility.
- (v) All other local, state, and federal laws and regulations shall be adhered to in the construction and operation of proposed range facilities. (Amd. 10-20-2020)

**470.04 Lot Area, Lot Width, and Yard Setback Standards**

The following lot area, lot width, and yard setback standards shall apply to all lots within the SRE District:

**1. Minimum Lot Area**

All lots within the SRE District shall be a minimum of 1 acre in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021, 12-21-2021)

**2. Minimum Lot Width**

The minimum width for all lots in the SRE District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

<b>Table 470.04.2 Lot Width Requirements for the SRE District</b>		
<b>Road / Street Classification</b>	<b>Minimum Lot Width</b>	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	100 feet
Minor Collector Road	300 feet	150 feet
Major Collector Road	400 feet	200 feet
Minor Arterial Road	600 feet	200 feet
Major Arterial Road	No Access	No Access
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

**3. Maximum Lot Coverage**

The maximum lot coverage in the SRE District shall be thirty-five percent (35%). (Amd. 6-15-2021)

**4. Front Yard Setbacks**

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the SRE District shall be as follows:

<b>Table 470.04.4 Front Setback Requirements for the SRE District</b>			
<b>Road / Street Classification</b>	<b>Minimum Front Setbacks For:</b>		
	Principal Buildings / Structures	Parking and Circulation	Sports Fields
Local Road	40 feet	20 feet	40 feet
Minor Collector Road	40 feet	20 feet	80 feet
Major Collector Road	50 feet	30 feet	100 feet
Minor Arterial Road	60 feet	40 feet	120 feet
Major Arterial Road	n/a	n/a	150 feet

**5. Side Yard Setbacks**

The side yard setbacks in the SRE District shall be as follows:

- a) When any lot in the SRE District adjoins any lot zoned in any residential district the minimum side yard setbacks shall be:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 30 feet for any loading, delivery, and service areas.
  - (iii) 50 feet for all buildings and structures.
  - (iv) 50 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.
- b) When any lot in the SRE District adjoins any lot zoned in any non-residential district the minimum side yard setbacks shall be:
  - (i) 10 feet for all parking and vehicular circulation areas.
  - (ii) 20 feet for any loading, delivery, and service areas.
  - (iii) 30 feet for all buildings and structures.
  - (iv) 30 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering adjacent property.

**6. Rear Yard Setbacks**

The minimum rear yard setbacks in the SRE District shall be as follows:

- a) When the rear lot line of any lot in the SRE District adjoins any lot zoned in any residential district the minimum rear yard setbacks shall be as follows:
  - (i) 20 feet for all parking and vehicular circulation areas.
  - (ii) 50 feet for all structures, loading, delivery and service areas.

- (iii) 50 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.
- b) When the rear lot line of any lot in the SRE District adjoins a lot in any non-residential district the minimum rear yard setbacks shall be as follows
  - (i) 30 feet for all buildings, parking, vehicular circulation and loading, delivery, and service areas.
  - (ii) 30 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.

### **470.05 Building and Development Standards**

The following building and development standards shall apply to all uses and lots in the SRE District:

#### **1. Building Construction**

All uses within the SRE District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

#### **2. Temporary Buildings and Structures**

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

#### **3. Building Height**

The maximum height of all structures in the SRE District shall be 28 feet, measured as defined in Chapter 300 of this Resolution.

#### **4. Building Design and Orientation on the Lot**

The following standards apply to the construction of all buildings within the SRE District:

- a) Main Entries – All buildings within the SRE District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance of each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.
- b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the SRE District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

### **470.06 Loading, Delivery and Service Areas**

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

## **470.07 Off-Street Parking**

Off-street parking for all uses in the SRE District shall be provided at the time of construction of the main structure, building, or outdoor sports facility with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

### **1. Number of Parking Spaces Required**

All uses in the SRE District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

### **2. Parking Area Landscaping**

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 6-21-2021)

## **470.08 Landscaping**

All uses within the SRE District shall be landscaped in accordance with Chapter 620 of this Resolution.

## **470.09 Signage**

All signs located within the SRE District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

## **470.10 Lighting**

All exterior lighting within the SRE District shall strictly adhere to the requirements of Chapter 630 and the following standards:

### **1. Maximum Height Requirements**

The total height of exterior light fixtures used for parking lot and site lighting within the SRE District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)



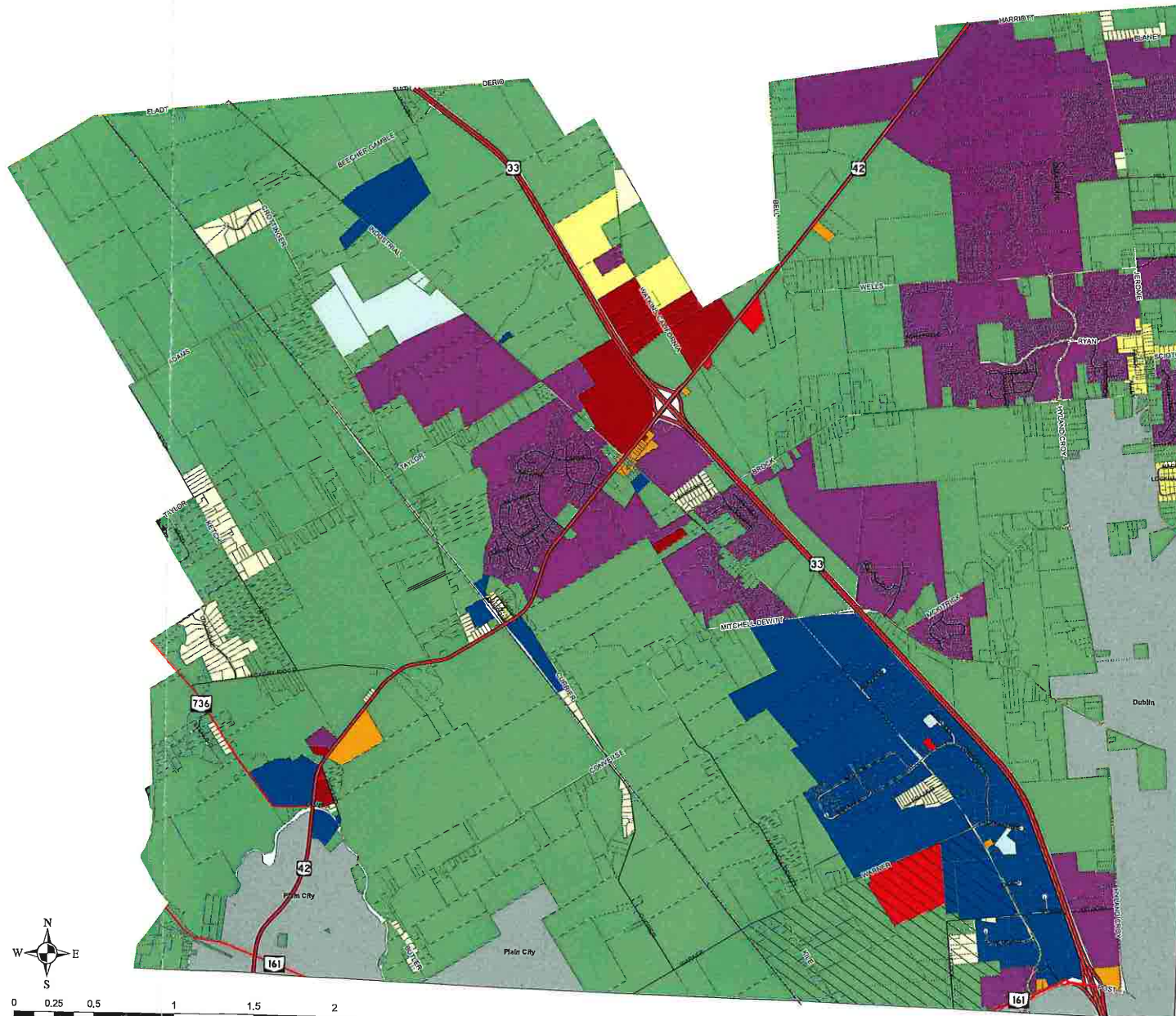
# Zoning Map of Jerome Township, Union County, Ohio



Logan-Union-Champaign  
Regional Planning Commission  
10820 St. Rt. 347  
East Liberty, OH 43344  
(937) 666-3431

Map Generated: July 2004  
Map Updated: February 2023 (GRD)

This map was prepared by LUC. Zoning information was provided by the Township, the party responsible for the accuracy and maintenance of this map.



## Zoning

- RU
- LDR
- MDR
- ORM
- LR
- RR
- COM
- PD
- SRE
- Municipality

## Overlay

- Innovation PD

## Roads

- Township
- County
- State
- U.S.
- Railroad

## Amendments

This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted May 4, 2022 as part of the Zoning Resolution Jerome Township, Union County, Ohio.

Chairperson  
Jerome Township  
Board of Trustees

Fiscal Officer  
Jerome Township



9777 Industrial Parkway  
Plain City, Ohio 43064  
614-873-4480

## Jerome Township Zoning Department

COPY

December 11, 2023

TO: Zoning Commission

FROM: Eric Snowden, Zoning Inspector/Planning Coordinator

RE.: Proposed Old Jerome Village Area Rezoning

Dear Commissioners,

An area along Jerome Road, generally between Scioto Road and Brock Road has been under review. As I reported to the Commission at a previous meeting, the Township Zoning Department has been receiving many complaints from property owners in this area. Enforcement of the zoning regulations in this area, specifically, the regulations of the RU District, is extremely difficult due to the narrowness and small area of many of the lots. There are many nonconformities as to setback of the principal building, lot width, and lot area on lots within this corridor. In addition, upon review of the applicable records of the Zoning Department, as well as the relevant zoning records on file with the Union County Recorder and LUC Regional Planning Commission, I have determined that the zoning district indicated on the Official Zoning Map for a portion of this corridor may not have been consistent over time.

Based on this information, it is my recommendation that the Commission pass a motion to initiate an amendment to the Official Zoning Map. Attached is a map exhibit of the current and proposed zoning districts. Lots on the east side of Jerome Road between Scioto Road and Ryan Memorial Park are proposed to be designated MDR District. The remaining lots with the area indicated on the exhibit are proposed to be designated LDR District. I recommend these districts based upon the current lot widths or lot areas of the lots, and the development pattern of the area. Should this amendment be ultimately approved, the number of nonconformities on these lots will be reduced dramatically, allowing projects on the lots to follow the normal application process for approval of a zoning certificate.

Following passage of the motion, the map amendment will be reviewed in accordance with Chapter 230 of the Zoning Resolution, and ultimately come before the Board of Township Trustees for its action.

Very respectfully,

**Eric Snowden, AICP**  
Zoning Inspector/Planning Coordinator  
Jerome Township, Union County, Ohio

**JEROME TOWNSHIP ZONING COMMISSION  
UNION COUNTY, OHIO**

**A MOTION TO INITIATE A ZONING AMENDMENT**

In accordance with the powers of the Zoning Commission provided for by R.C. 519.12 and by Section 230.001 of the Township Zoning Resolution, I move to initiate an amendment to the [Official Zoning Map / ~~text of the Zoning Resolution~~] as provided for by the map / ~~text~~ and other documents and exhibits designated Case # Z 23 - 003, to set a public hearing on the case for Monday, January 8<sup>th</sup>, 2024 at 7 pm at the Township Hall, and to authorize and direct the Secretary to give notice of the hearing and transmit a copy of this case to the Logan-Union-Champaign Regional Planning Commission as required by applicable law.

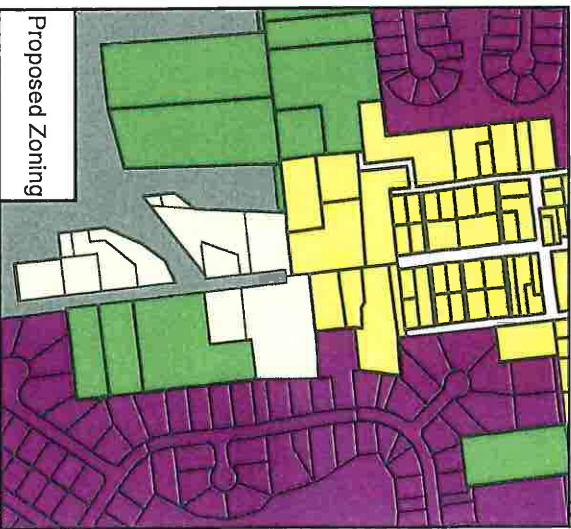
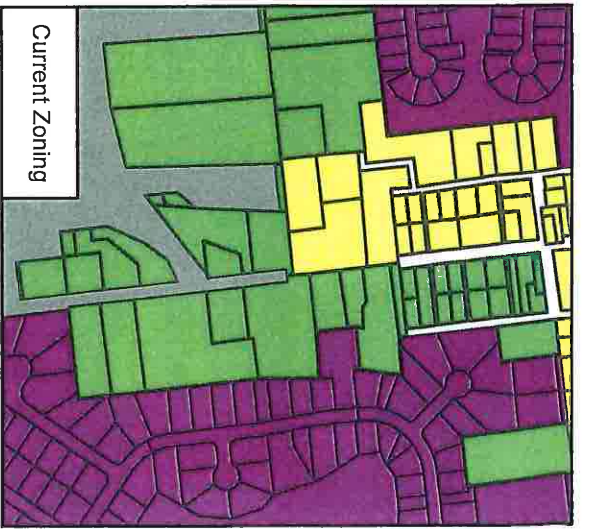
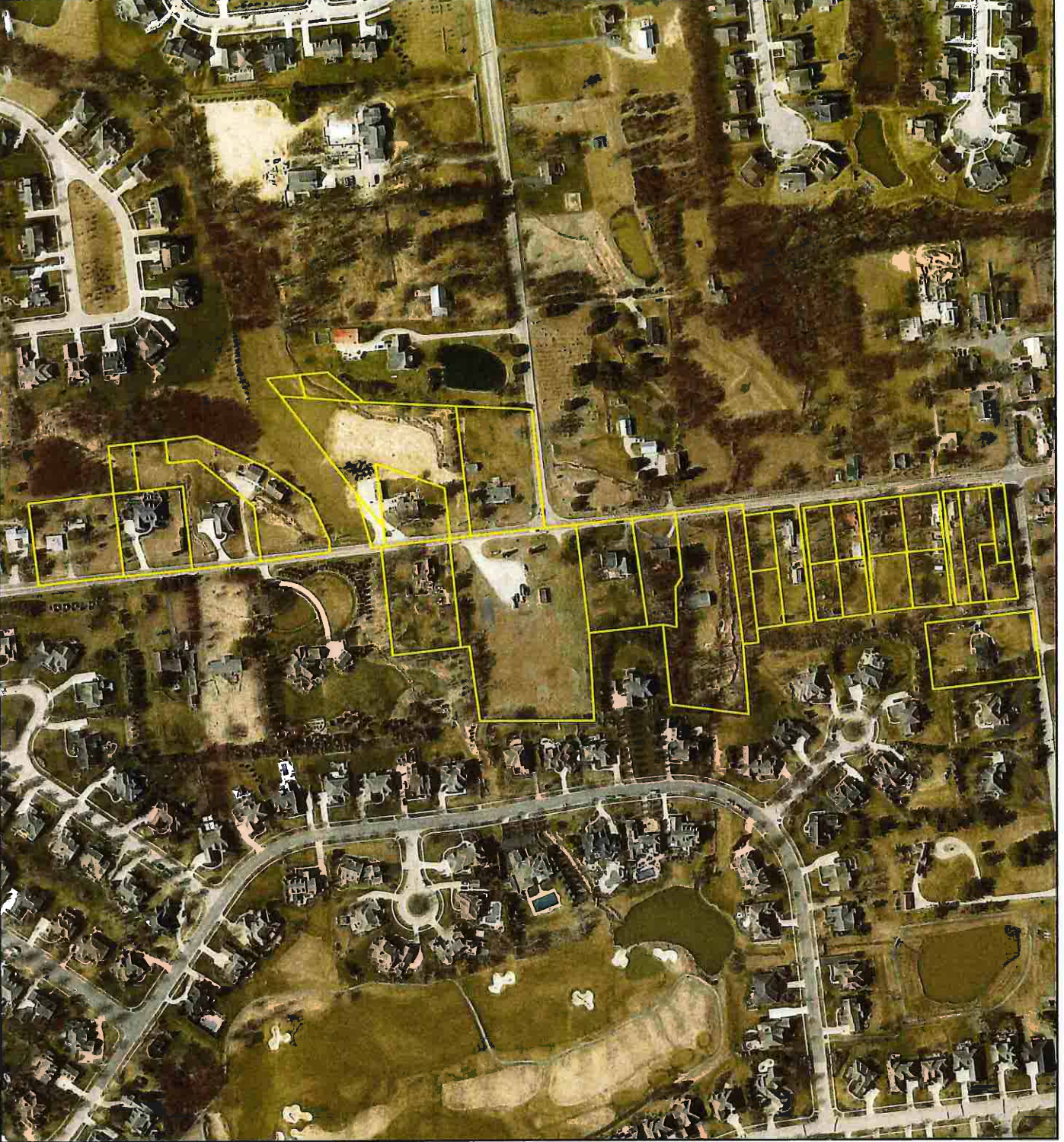
Second.

Discussion.

Roll Call Vote.



# Jerome Township Proposed Area Rezoning



**Legend**

- RU
- LDR
- MDR
- ORM
- LR
- RR
- COM
- PD
- SRE
- Municipality

0 150 300 600 Feet



## Gram Dick

---

**From:** Eric Snowden <esnowden@jerometownship.com>  
**Sent:** Monday, January 22, 2024 3:59 PM  
**To:** Gram Dick  
**Cc:** Brad Bodenmiller  
**Subject:** Case #Z23-003 - Old Jerome Village Area Rezoning  
**Attachments:** Old Jerome Village Area Rezoning - Property Owner List - Rev. 20240122.xlsx

Hello Gram,

Thank you for reaching out to me about this case. Attached is the revised Property Owner List which should match the map exhibit more exactly

Regarding your question about uses: The current use of all of the lots included in this proposed amendment are single-family dwellings. The proposed use would be single-family dwellings, but them lots would be entitled to all uses provided in accordance with the proposed LDR or MDR Districts respectively.

Warm regards,

**Eric Snowden, AICP**  
Zoning Inspector/Planning Coordinator  
Jerome Township, Union Co.  
9777 Industrial Parkway  
Plain City, Ohio 43064  
Tel: 614-873-4480



Lots Proposed to be zoned LDR District							
Address	Parcel No.	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Ac.
✓ 10240 Jerome Road	1700340510010	Board of Education of Dublin City Schools	7030 Coffman Road	Dublin	OH	43017	3.17
✓ 10192 Jerome Road	1700150320000	Donald G & Dana C Ruck	10192 Jerome Road	Dublin	OH	43017	1.01
✓ 10209 Jerome Road	1700140460000	Daniel S Jones	10209 Jerome Road	Dublin	OH	43017	1.22
✓ 10185 Jerome Road	1700140480000	HANNERS ROBERTA L, LOMAX STEPHEN A	10185 Jerome Road	Dublin	OH	43017	.58
✓ 0 Jerome Road	1700140470010	HANNERS ROBERTA L, LOMAX STEPHEN A	10185 Jerome Road	Dublin	OH	43017	1.8
✓ 0 Jerome Road	1700140472000	Peter V & Carol T Sward	7319 Brock Road	Dublin	OH	43017	.15
✓ 0 Jerome Road	1700140471000	City of Dublin	5200 Emerald Parkway	Dublin	OH	43017	.08
✓ 10155 Jerome Road	1700140432000	10155 Jerome Road LLC	70 W Northwood Apt. 1E	Columbus	OH	43201	1.00
✓ 10091 Jerome Road	1700140430000	Dante & Jennifer Fiocca	10091 Jerome Road	Dublin	OH	43017	1.02
✓ 10063 Jerome Road	1700140500000	Jon Field	10063 Jerome Road	Dublin	OH	43017	.81
✓ 0 Jerome Road	1700140431000	Jon Field	10064 Jerome Road	Dublin	OH	43018	.18

See Email From  
Eric Snowden on 1/22/24

Lots Proposed to be zoned MDR District							
Address	Parcel No.	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Ac.
✓ 7181 Scioto Road	1700340810000	Sundaram Shanmuga	7181 Scioto Road	Dublin	OH	43017	1.0
✓ 7249 Scioto Road	1700340790000	Sarah Elizabeth Frey	7249 Scioto Road	Dublin	OH	43017	
✓ 10456 Jerome Road	1700340750000	Dennis L Harrelson	10456 Jerome Road	Plain City	OH	43064	
✓ 0 Town Street (Scioto Road)	1700340780000	Dennis L Harrelson	10457 Jerome Road	Plain City	OH	43065	
✓ 10434 Jerome Road	1700340730000	JOSELINE VIRGI CASTILLO AMAYA	10434 Jerome Road	Plain City	OH	43064	
✓ 10420 Jerome Road	1700340710000	WALTER F & MADGLENE F TAYLOR	10420 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340720000	WALTER F & MADGLENE F TAYLOR	10421 Jerome Road	Plain City	OH	43064	
✓ 10402 Jerome Road	1700340690000	Larry E. Harbaugh	10402 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340700000	Larry E. Harbaugh	10403 Jerome Road	Plain City	OH	43064	
✓ 10384 Jerome Road	1700340670000	David M. Force	10384 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340680000	David M. Force	10385 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340650000	David M. Force	10386 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340660000	David M. Force	10387 Jerome Road	Plain City	OH	43064	
✓ 10352 Jerome Road	1700340630000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340610000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340620000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064	
✓ 0 Jerome Road	1700340620000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064	
✓ 10308 Jerome Road	1700340580010	Jason & Kaila Walker	10308 Jerome Road	Plain City	OH	43064	1.75
✓ 10300 Jerome Road	1700340560010	Conrad M & Geralynn Ziemba	10300 Jerome Road	Plain City	OH	43064	.56
✓ 10256 Jerome Road	1700340550000	Todd & Nancy Russell	10256 Jerome Road	Plain City	OH	43064	.86



Lots Proposed to be zoned MDR District											
Address	Parcel No.	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Ac.	Contact Name	Phone No.	Status	Comment/Other
7181 Scioto Road	1700340810000	Sundaram Shannmuga	7181 Scioto Road	Dublin	OH	43017	1.0				
7249 Scioto Road	1700340790000	Sarah Elizabeth Frey	7249 Scioto Road	Dublin	OH	43017					
10456 Jerome Road	1700340750000	Dennis L Harrelson	10456 Jerome Road	Plain City	OH	43064					
0 Town Street (Scioto Road)	1700340780000	Dennis L Harrelson	10457 Jerome Road	Plain City	OH	43065					
10434 Jerome Road	1700340730000	JOSELINE VIRGI CASTILLO AMAYA	10434 Jerome Road	Plain City	OH	43064					
10420 Jerome Road	1700340710000	WALTER F & MADGLENE F TAYLOR	10420 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340720000	WALTER F & MADGLENE F TAYLOR	10421 Jerome Road	Plain City	OH	43064					
10402 Jerome Road	1700340690000	Larry E. Harbaugh	10402 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340700000	Larry E. Harbaugh	10403 Jerome Road	Plain City	OH	43064					
10384 Jerome Road	1700340670000	David M. Force	10384 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340680000	David M. Force	10385 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340650000	David M. Force	10386 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340660000	David M. Force	10387 Jerome Road	Plain City	OH	43064					
10352 Jerome Road	1700340630000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340610000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340620000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064					
0 Jerome Road	1700340620000	Franklin D & Patricia Ellwood	10352 Jerome Road	Plain City	OH	43064					
10308 Jerome Road	1700340580010	Jason & Kaila Walker	10308 Jerome Road	Plain City	OH	43064	1.75				
10300 Jerome Road	1700340560010	Conrad M & Geralynn Ziemba	10300 Jerome Road	Plain City	OH	43064	.56				
10256 Jerome Road	1700340550000	Todd & Nancy Russell	10256 Jerome Road	Plain City	OH	43064	.86				

**Date of Request.**

January 23, 2024

Logan-Union-Champaign Regional Planning Commission  
c/o Aaron Smith  
PO Box 219  
East Liberty, OH 43319  
[aaronsmith@lucplanning.com](mailto:aaronsmith@lucplanning.com)

**RE: Zoning Text Amendment Application, Union Township, Logan County**  
Amendment topic: Zoning Resolution Update – Miscellaneous topics

Dear LUC Regional Planning Commission Committee Members:

The Union Township Zoning Commission met at 7:00 PM on January 23, 2024. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

**Description of Zoning Text Amendments.**

Included with this cover letter, you will find a copy of the proposed zoning text. (please refer to these attachments for further information). The amendments span the entirety of the Zoning Resolution and address a diverse range of topics.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are **bolded** and ~~struck~~. Please refer to these attachments for further information.

**Public Hearing.**

The Union Township Zoning Commission of Logan County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 P M on February 20, 2024 in the Union Township Hall.

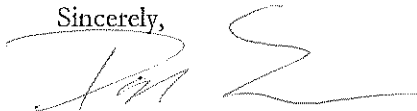
**Point of Contact.**

Please consider me, DAVE LINK, the Township's point of contact for this matter.  
My contact information is below:

Address: 3723 SR 508 City/Zip: BELLE FORTAIN, OH 4573

Phone: 937-605-1606 Email: dave@linkconstructiongroup.com

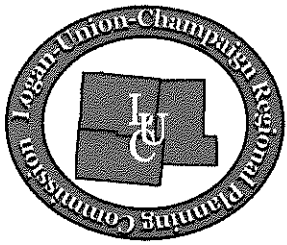
Sincerely,



**Attachments.**

1. Proposed Zoning Resolution Text Amendments





**Zoning Text Amendment Checklist**

Date: 1/23/24 Township: Union

Amendment Title: Zoning Resolution Update / Miscellaneous

**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 Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text 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 (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 Text 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"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

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

# Union Township Logan County, Ohio

## Zoning Resolution

Amendment

This version: Amended and restated to reflect amendments adopted \_\_\_\_\_, 20\_\_.

## TABLE OF CONTENTS

## PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS: ENCOURAGING, REGULATING, AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION, AND USE OF STRUCTURES AND LAND: PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL, RECREATIONAL, AND PUBLIC AREAS: PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY IN RELATIONSHIP TO SURROUNDING PROPERTIES: LIMITING CONGESTION IN THE PUBLIC RIGHT-OF-WAY: PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND: PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREAFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESOLUTION OR ANY AMENDMENT THERETO. ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE AND FOR THE REPEAL THEREOF.

THEREFORE, BE IN RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO.

### ARTICLE I TITLE, INTERPRETATION AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the “Zoning Resolution of the Township of Union, Logan County, Ohio.”

~~Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. The use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning permit or certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit however.~~

~~Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. It is the intent of this Resolution to be and remain in compliance with ORC 519.21 *Powers not conferred on township zoning commission by chapter.* ORC 519.21 is a statute, created and maintained by the State, which limits the authority of townships and establishes what is commonly referred to as the “agriculture exemption”. How ORC 519.21 impacts this Resolution is described herein.~~

~~This Resolution does not affect the use of any land for agricultural purposes, or the construction or use of buildings or structures incident to the use for agricultural purposes of the land on which such buildings or structures are located and no zoning certificate shall be required for any such building or structure. (Residential dwellings do require a permit however.)~~

~~There are two conditions where the agriculture exemption does not apply. 1) In any platted subdivision; and, 2) In any area consisting of fifteen or more lots approved under ORC 711.131 that~~

are contiguous to one another, or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road. When either of these two conditions exist, the requirements of this Resolution apply to:

1. Agriculture on lots of one acre or less; and
2. Buildings or structures incident to the use of land for agricultural purposes on lots greater than one acre but not greater than five acres by: setback building lines, height, and size; and
3. Dairying and animal and poultry husbandry on lots greater than one acre but no greater than five acres when at least thirty-five percent of the lots in the subdivision are developed with at least one building, structure, or improvement that is subject to real property taxation or that is subject to the tax on manufactured and mobile homes. After thirty-five percent of the lots are so developed, dairying and animal and poultry husbandry shall be considered nonconforming.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this Resolution shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions, or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date. All existing Resolutions shall, upon adoption of this Resolution, be replaced by this Resolution and this Resolution shall have full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.



## ARTICLE II DEFINITIONS

Interpretation of Terms or Words. For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word “person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. The word “shall” is a mandatory requirement. The word “may” is a permissive requirement, and the word “should” is a preferred requirement.
4. The word “used” or “occupied” include the words “intended, designed, or arranged to be used or occupied.”
5. The word “lot” includes the words “plot” or “parcel.”

Where terms or words are not defined, they shall have their ordinary accepted meanings.

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult Entertainment Facilities: A facility having a significant portion of its function as adult entertainment which includes the following listed categories:

1. Adult Bookstore. An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or relating to “specified sexual activities” or “specified anatomical areas” as herein defined or an establishment with a segment or section devoted to the sale or display of such material.
2. Adult Booth. Any area of a sexually oriented business establishment or tattoo parlor set off from the remainder of such establishment by one or more walls, other dividers, or partitions and used to show, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
3. Adult Material. Any of the following whether new or used:
  - a. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
  - b. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, description of “specified anatomical areas”, or the conduct or simulation of “specified sexual activities”.
  - c. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with “specified sexual activities” or that depict or describe “specified anatomical areas”.
4. Adult Mini Motion Picture Theatre. A facility with a capacity for less than fifty (50) persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.

5. Adult Motion Picture Theatre. A facility with a capacity of fifty (50) or more persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.
6. Adult Entertainment Business. Any establishment involved in the sale, services, or products characterized by the exposure or presentation of “specified anatomical areas” or physical contact of live males or females, and which is characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons. Services or products included within the scope of adult entertainment business are photography, dancing, reading, massage, and similar functions which utilize activities as specified above.

Agriculture. includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and furbearing livestock; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber, pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but secondary to, such husbandry or production.

Agritourism related definitions:

1. Agricultural Production. Commercial animal or poultry husbandry, aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth; land devoted to biodiesel production, biomass energy production, electric or heat energy production, or biologically derived methane gas production if the land on which the production facility is located is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use, provide that at least fifty per cent of the feedstock used in the production was derived from parcels of land under common ownership or leasehold. Agricultural production includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five per cent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Revised Code.
2. Agritourism. An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.

3. Agritourism Provider. A person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.
4. Farm. Land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.

Airport. Any runway, land area or other facility designed or used either publicly or privately by any person for the landing and taking-off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings, and open space.

Alterations, Structural. Any changes in the supporting members of a building such as bearing walls, columns, beams or girders.

Apartment. A portion of a building comprising a single dwelling unit consisting of a room or suite of rooms intended, designed, or used as a permanent residence by an individual or one family.

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable vegetative cover is not maintained.

~~Aviation Field (Private). Any privately owned and operated, F.A.A. approved runway, landing area or other facility designed, used, or intended to be used for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage facilities and tie-down areas, hangars and other necessary buildings and open spaces.~~

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

Automotive Service Station. That portion of property where flammable or combustible liquids or gases used as fuel are stored and dispensed from fixed equipment into fuel tanks of motor vehicles or provide electrical charging stations for electric motor vehicles. Accessory activities shall be permitted to include automotive repair, maintenance, car wash service, and food sales.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

~~Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams, or girders.~~

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Bed and Breakfast Establishment. A single family private residence that provides overnight accommodations and a morning meal to transients for compensation. The owner/operator of the

bed and breakfast must live full-time on the inn's premises. Bed and breakfast inns shall contain no more than six (6) separate guest rooms.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for a flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip, and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

~~Building, Manufactured. A manufactured building has the following features or characteristics: It is (1) mass produced in a factory; (2) designed and constructed for transportation to site with or without a chassis for installation and use when connected to require utilities; (3) either an independent, individual factory erected building or a module with two or more sides erected at the factory, for combination with other elements to form a building on the site.~~

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, grocery stores, supermarkets, etc.

Business, Drive-in. Any business, structure, or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises or which services and repairs appliances and machines used in homes and businesses. Some retail sales may be involved in connection with the service rendered.

Business, Shopping Center. Means a grouping of retail and service uses on a single site that is developed, owned, and managed as a unit with off-street parking a an integral part of the unit.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services, and clothing shops.

Campground, Commercial or Private. An area of land providing space for or containing two (2) or more recreational vehicles, camping tents, or other similar temporary recreational structures, where

they may be parked or erected for a continuous period of time not exceeding sixty (60) days. Campgrounds shall include any building, structure, tent, vehicle, or enclosure, used or intended for use as part of the equipment of such campground, and providing sewer, water, electric, or other similar facilities required to permit occupancy of such recreational vehicles or camping tents. Campgrounds are considered a recreation use.

Cemetery. Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes. Cemeteries may include any one or a combination of a burial ground for earth interments, a mausoleum for crypt entombments, a columbarium for the deposit of cremated remains, or a scattering ground for the spreading of cremated remains, if operated in connection with and within the boundaries of such cemetery.

Channel. A natural or artificial watercourse of perceptible extent with bed and banks to confine and conduct continuously or periodically flowing water.

Chassis. The steel undercarriage, supporting a framework to which a dwelling is permanently attached.

Child Day Care. Care provided for any part of the twenty-four hour day for infants, toddlers, preschool children, and school children outside of school hours by parties other than their parents or guardians, custodians or relatives by blood, marriage, or adoption, in a place or residence other than the child's own home. Places of worship during religious services are not included.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literacy, political, educational, fraternal, or recreational purpose primarily for the exclusive uses of members and their guests.

Community Facilities. Structures and uses intended to be of a cultural, educational, recreational, administrative, or service type which provides for areas of public purposes in higher density residential developments.

Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit. A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.



Condominium. An ownership arrangement whereby an individual holds title to an individual unit and joint ownership in common property and/or facilities under provisions of Chapter 5311 of the Ohio Revised Code.

Construction Trailer. A temporary building or trailer used in conjunction with construction work that only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. A construction trailer shall not be used as a residential dwelling.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. Gross Density. The number of dwelling units per acre of the total land to be developed.
2. Net Density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Detached. Not connected in any manner by walls or other structured supports.

Dwelling. Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

~~Dwelling, Single Family. A dwelling, except (Housing) Manufactured, consisting of single dwelling unit only, separated from other dwelling units by open space.~~

~~Dwelling, Multi Family. A dwelling, except (Housing) Manufactured, consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.~~

~~Dwelling, (House) Manufactured. A manufactured building or portion of a building designed for long term residential use. This category includes the following:~~

- ~~(a) Modular Unit. A factory fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a structure at the site.~~
- ~~(b) Sectional Units. A dwelling made of two or more modular units transported to the homesite, put on a foundation, and joined to make a single dwelling.~~
- ~~(c) Mobile Home. Manufactured housing built on a chassis. A mobile home shall be constructed to remain a mobile home, subject to all regulations applying thereto, even when wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle.~~
- ~~(d) Mobile Home, Double Wide or Triple Wide. A mobile home consisting respectively of two or three sections combined horizontally at the site to form a single dwelling, while still retaining their individual chassis for possible future movement.~~

~~(c) Mobile Home, Expandable. A mobile home with one or more room sections that fold, collapse, or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.~~

~~This category does not include the sub-assembly methods of construction known as pre-fab or pre-cut, in which cases some portion of the preparation or sub-assembly may be done at the factory but not erected until at the foundation site.~~

~~STATEMENT OF INTENT FOR  
DWELLING (HOUSING), MANUFACTURED DEFINITION~~

~~Because terms for manufactured housing such as those listed in the above definition titled Dwelling, (Housing) Manufactured tend to change over the years, the purpose and intent of the definition is to draw a distinction between dwellings that are produced and erected in assembly line style at the factory, from those stick-built dwellings (see definition of Stick-built) in which a substantial amount of material and construction labor are brought together in final form at the foundation site. The above explanation is the spirit in which any future interpretation shall be made from this section, no matter what terms for manufactured housing are in vogue at any given time.~~

Dwelling, Industrialized Unit. Pursuant to ORC 3781.06 (C) (3), "industrialized unit" means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. "Industrialized unit" includes unit installs on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. "Industrialized unit" does not include a manufactured home as defined herein or a mobile home as defined herein.

Dwelling, Manufactured Home. Pursuant to ORC 3781.06(C)(4), "manufactured home" means a building unit or assembly of closed construction that is fabricated in an off site facility and constructed in conformance with the Federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the Manufactured Housing Construction and Safety Standards Act of 1974, 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable Federal construction and safety standards.

Dwelling, Manufactured Home (Permanently Sited). Pursuant to ORC 3761.06(C)(6), "permanently sited manufactured home" means a manufactured home that meets all of the following criteria:

- a. The structure is affixed to a permanent foundation and is connected to appropriate facilities. "Permanent foundation" means permanent masonry, concrete, or a footing or foundation approved by the Ohio Department of Commerce pursuant to ORC 4781, to which a manufactured home may be affixed; and,
- b. The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of at least one thousand four hundred (1400) square feet; and,
- c. The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering; and,
- d. The structure was manufactured after January 1, 1995; and,
- e. The structure is not located in a manufactured home park as defined herein.

Dwelling, Mobile Home. Pursuant to ORC 4501.01 (O), “mobile home” means a building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined herein or as an industrialized unit as defined herein.

Dwelling, Multi-Family. A dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, Rooming House (Boarding House, Lodging House, Dormitory). A dwelling or part thereof, other than a hotel, motel, or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.

Dwelling Single-Family: A dwelling (except a manufactured home not permanently sited or a mobile home) consisting of a single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Tiny Home. A dwelling that is 400 square feet or less in floor area excluding lofts. A loft within a tiny home is a floor level located more than 30 inches above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches and used as a living or sleeping space.

Essential Services. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more ~~related~~ persons occupying a single dwelling unit and living as a single housekeeping unit.

Farm Market. A building or structure designed, used, or intended to be used for the display and/or sale of produce, raised on farms owned or operated by the farm market operator. Fifty (50) per cent or more of the gross income received from the market must be derived from produce raised on farms owned or operated by the market operator in a normal crop year.

Farm Pond. A body of water smaller than a lake, located on a farm.

Floor Area. The sum of the gross horizontal areas of each floor of the principal building, measured from the exterior walls or from the centerline of party walls, including the floor area of accessory buildings and structures.

Floor Area of a Residential Building. The sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached

garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor area of a Non-Residential Building (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms.

~~Floor Area, Usable. Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.~~

Food Processing. The preparation, storage, or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

~~Gasoline Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail.~~

Hazardous Wastes. Means those substances which, singly, or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

~~Home Occupation. An occupation conducted in a dwelling unit, provided that: No more than one person other than members of the family residing on the premises shall be engaged in such occupation. The uses of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated and mounted flat against the wall of the principal building. No traffic shall be generated by such occupation in greater volume than would normally be expected in such a residential area and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Resolution. A use which is an activity, profession, occupation, service, craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit without any significant adverse effect upon the surrounding neighborhood.~~

Hospital. An institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities and staff offices that are an integral part of the facility.

Junk. “Junk” means old scrap, copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard. “Junk Yard” means an establishment or place of business which is maintained or operated, or any other land used, for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand feet of the nearest edge of the right-of-way of a highway or street.

Kennel. Any lot or premise on which dogs, cats, or other household pets are boarded, bred, or exchanged for monetary compensation.

Lake. A body of fresh water of considerable size, surrounded by land.

Litter. ~~Garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, or anything else of an unsightly or unsanitary nature thrown, dropped, discarded, placed, or deposited by a person on public property, private property, or in or on waters of the state.~~

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For purposes of this Resolution, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area for one principal use together with its accessory buildings and to provide such yards and other spaces as are herein required. Such lot shall have frontage on an improved public street or road, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, complete lots of record and portions of lots of record, or of portions of lots of record;
- ~~4. A parcel of land described by metes and bounds.~~

~~However, in no case of diversion or combination shall any residential lot or parcel be created which does not meet the requirements of this Resolution.~~

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion at the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets or roads right-of-way lines shall be considered frontage, and yards shall be provided as indicated under “Yard” in this section. (Also see Lot Measurements and Width)

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:



1. Depth. The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and rear-most points of the side lot lines in the rear. No lot containing ten (10) acres or less in area shall have a depth which is more than four (4) times its width.
2. Width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except of cul-de-sac streets where it is measured at the setback line (Also, see Lot Frontage). For lots containing ten (10) acres or less in area, the actual distance between the side lot lines at any point along the lot depth cannot be less than eighty (80%) percent of the required Lot Frontage. For lots containing more than ten (10) acres, said lot shall comply with road frontage requirements.

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots, and through lots is as follows:

1. Corner Lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.
2. Interior Lot. A lot with only one frontage on a street.
3. Through Lot. A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.
4. Reversed Frontage Lot. A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Major Thoroughfare Plan. The portion of the comprehensive plan adopted by the County indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction.

Manufactured and/or Mobile Home Park. Any site, or tract of land under single ownership, upon which three (3) or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park. This definition does not include individual lots for the purposes of installation of manufactured and/or mobile homes.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor, or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Medical marijuana related definitions:

- a. Cultivate. Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.
- b. Cultivator. Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.
- c. Dispensary. Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.
- d. Dispense. Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.
- e. Manufacture. Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.
- f. Marihuana. Has the same meaning as defined in ORC 3719.01, as amended from time to time.
- g. Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- h. Medical Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- i. Medical Marijuana Entity. Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.
- j. Medical Marijuana Processor. Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.
- k. Testing Laboratory. Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

Mining, Commercial Quarries, Sand, and Gravel Pits. Any mining, quarrying, or processing of limestone, clay, sand, and gravel or other mineral resources. Also referred to as mineral extraction.

~~Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park.~~

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure, ~~or~~ use of land, or building(s) and/or structure(s) in combination existing at the time of enactment of this Resolution and which does not conform to the regulations of the district or zone in which it is situated.

~~Nursery, Nursing Home. A home or facility for the care and treatment of babies, children, pensioners, or elderly people. A home used for the reception and care of individuals who by reason of illness or physical or mental impairment require skilled nursing care and of individuals who~~

require personal care services but not skilled nursing care. A nursing home is licensed to provide personal care services and skilled nursing care.

Nursery, (Greenhouse) Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic, financial, or religious or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools, and tennis courts and other recreational facilities that the zoning commission deems permissive. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room but shall be located totally outside of any street or road or alley right-of-way.

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops, and similar activities.

Pond. A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout or a combination of both. Ponds constructed by the first method are referred to as embankment ponds, and those constructed by the second method are referred to as excavated ponds.

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards, screen printing, and similar activities either for profit or non-profit.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, or substations, water treatment plants or pump stations, sewage disposal plant or pumping station plants and other similar public service structures by a public utility, by a railroad, communications facilities and/or equipment, electrical, gas, water, and sewerage service and other similar public service structures or facilities whether publicly or privately owned; but excluding sanitary landfills, or by a municipal or other governmental agency.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

Public Way: An alley, bridge, channel, ditch, easement, expressway, freeway, highway, land, road, sidewalk, street walk, bicycle path; or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Quasi-Public Use. Churches, and other facilities of an educational religious, spiritual, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or its mounted on or drawn by another vehicle. The basic entities are: travel trailer, ~~camping trailer~~, truck camper, and motor home.

- a. **Motor Home.** A self-propelled recreational vehicle that has no fifth wheel and is constructed with permanently installed facilities for cold storage, cooking, and consuming of food, and for sleeping.
- b. **Travel Trailer/~~House Vehicle~~.** A nonself-propelled recreational vehicle that does not exceed an overall length of forty (40) feet, exclusive of bumper and tongue or coupling. "Travel trailer" includes a tent-type fold-out camping trailer.
- c. **Truck Camper.** A nonself-propelled recreational vehicle that does not have wheels for road use and is designed to be placed upon and attached to a motor vehicle. "Truck camper" does not include truck covers that consist of walls and a roof, but do not have floors and facilities enabling them to be used as a dwelling.

Recreational Vehicle Park. A parcel of land upon with two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Refuse. Refuse shall mean combustible and noncombustible waste materials.

Research, Development and Testing. Establishments, structures, facilities and areas devoted to research, product development and scientific testing whether in connection with the development of new products, the discovery of causes of product failure or malfunction, and specifically including without limitation to the conduct of research, development and testing concerning: automotive, vehicular and other forms of transportation; engines, power products and equipment; production equipment; any and all other processes related to any of the foregoing; and improved highway facilities for vehicular traffic.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, side-walks, lighting, and drainage facilities, and may include special features required by the topography or treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Rubbish/Trash. Combustible and noncombustible waste materials; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Salvage Motor Vehicle. Means any motor vehicle which is in a wrecked, dismantled, or worn-out condition, or unfit for operation as a motor vehicle.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

Screening. To provide privacy of adjoining uses, including masonry walls, solid preservatively treated wood, chain link with solid slats, or landscaped with grass and closely planted shrubs or other evergreen plants.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Semitrailer/Sealand Containers. A vehicle designed or used for carrying persons or property with another and separate motor vehicle, so that in operation, a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Setback Line, Front. Determined from the edge of the road right-of-way.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community, or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.



Short Term Rental. A dwelling unit, rented wholly or in part, for less than thirty (30) consecutive days by persons other than the resident family as lodging for monetary compensation. No short term rental shall contain more than five (5) sleeping rooms.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. Sign, On-Premises. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. Sign-off-Premises. Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
3. Sign Illuminated. Any sign illuminated by electricity, gas, or other artificial light including reflection or phosphorescent light.
4. Sign, Lighting Device. Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
5. Sign, Ground. Means a display sign supported by uprights or braces in or upon the ground surface.
6. Sign, Marquee. Means a display sign attached to or hung from a marquee, canopy, or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
7. Sign, Pole. Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.
8. Sign, Projecting. Means a display sign which is attached directly to the building wall, and which extends more than fifteen inches from the face of the wall.
9. Sign, Roof. Means a display sign which is erected, constructed, and maintained above the roof of the building.
10. Sign, Temporary. Means a display sign, banner, or other advertising device constructed on cloth, canvas, fabric, or other light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.
11. Sign, Wall. Means a display sign which is painted on or attached directly to the building wall, and which extends not more than fifteen inches from the face of the wall.

~~Service Station. Any building, structure, or land used for the dispensing and sale at retail of any automobile fuels, oils, or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work.~~

Solar energy related definitions:

- a) Accessory Solar Energy: A solar collection system consisting of one or more roof/structure mounted and/or ground/pole mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

- b) Principal Solar Energy Production Facility: An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. ~~These production facilities primarily produce electricity to be used off-site. Large-Principal~~ solar energy production facilities consist of one or more free-standing ground/pole, or roof/structure mounted solar collector devices, solar related equipment and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. ~~These production facilities primarily produce electricity to be provided off-site~~ Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.
- c) Solar Energy Equipment: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter, batteries, mounting brackets, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) Solar Photovoltaic (PV): The technology that uses a semiconductor to convert light directly into electricity.
- e) Clear Fall Zone (Solar Energy): An area surrounding a ground/pole mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure’s failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the primary parcel lot and will not intrude onto a neighboring property.
- f) Small Solar Facility: Pursuant to ORC 519.213(A)(2), “Small Solar Facility” means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50MW.
- e)g) Community Solar: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, “Community Solar” is considered to be a “Principal Solar Energy Production Facility”.

Solid Wastes. Pursuant to ORC 3734.01(E) “Solid Wastes” ~~Means~~ means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, nontoxic, nonhazardous, unwanted fired and unfired, glazed and unglazed, structural products made from shale and clay products, and slag and other substances which are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and non-combustible material, street dirt, and debris. ~~“Solid wastes” does not include any material that is an infectious waste or a hazardous waste. For purposes of this definition, “material from construction operations” and “material from demolition operators” are those items affixed to the structure being constructed~~

~~or demolished, such as brick, stone, glass, wallboard, framing, and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.~~

~~Stick built. A way of describing any structure built from boards of lumber and other building materials, in which a substantial amount of the required material and construction labor are brought together in final form at the foundation site.~~

~~Storage Facility. "Storage Facility" means a building used primarily for the holding of goods and merchandise.~~

~~Storage Facility, Personal. A building or group of buildings in a controlled access compound that contains equal or varying sizes of individual compartmentalized, and controlled access stalls or lockers for the storage of residential customers' goods or wares.~~

Story. That part of a building between the surface of a floor and the ceiling immediately above.

~~Storage Facility. A structure which is partially open or fully enclosed in which animals, chattels or property are stored or kept.~~

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, and billboards.

~~Structure, Accessory. A subordinate structure detached from, but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the main structure or use.~~

~~Structure, Principal. A structure in which is conducted the main or principal use of the lot on which said structure is situated.~~

Subdivision:

- ~~1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two (2) or more parcels, sites, or lots, any one of which is less than five (5) acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five (5) acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners where such sale or exchange does not create additional building sites, shall be exempted; or~~
- ~~2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants, or lease holders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other public facilities.~~

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. ~~A pool, Lake, Pond, or open tank containing at least 1.5 feet of water at any point and maintained by the owner or manager. Farm ponds are exempt from this definition. Any structure intended for swimming or recreational bathing that contains water over twenty-four (24) inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas. This includes portable and non-portable swimming pools. Farm ponds are exempt from this definition.~~

1. Private. Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.
2. Community. Operated with a charge for admission; a primary use.

Telecommunication Tower. ~~Any structure with radio frequency transmission or reception equipment attached that is free standing or is to be connected to a building or other structure. A telecommunication tower shall meet all of the following conditions:~~

1. ~~It is constructed on or after October 31, 1996;~~
2. ~~It is owned or principally used by a public utility engaged in the provision of telecommunication services;~~
3. ~~It is a free standing structure or is attached to another building or structure and is higher than the maximum allowable height permitted in the zoning district in which it is located.~~

Thoroughfare, Street or Road. ~~The full width between property lines bounding every public way or whatever nature with a part thereof to be used for vehicular traffic and designated as follows:~~

1. ~~Alley. A minor street used primarily for vehicular service access to the back or side of properties abutting on another street.~~
2. ~~Arterial Street. A general term denoting a highway primarily for through traffic, carrying heavy loads and large volume of traffic, usually on a continuous route.~~
3. ~~Collector Street. A thoroughfare, whether within a residential, industrial, commercial, or other type of development, which primarily carries traffic from local streets to arterial streets, including the principal entrance and circulation routes within residential subdivisions.~~
4. ~~Cul-de-Sac. A local street of relatively short length with one (1) end open to traffic and the other end terminating in a vehicular turnaround.~~
5. ~~Dead-end Street. A street temporarily having only one (1) outlet for vehicular traffic and intended to be extended or continued in the future.~~
6. ~~Local Street. A street primarily for providing access to residential or other abutting property.~~
7. ~~Loop Street. A type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the one-hundred-eighty (180) degree system of turns are not more than one-thousand (1,000) feet from said arterial or collector street, nor normally more than six-hundred (600) feet from each other.~~
8. ~~Marginal Access Street. A local or collector street, parallel and adjacent to an arterial or collector street, providing access to abutting properties and protection from arterial or collector streets. (Also called Frontage Street.)~~

Townhouse. ~~A dwelling unit occupying all or part of a floor or floors in a building of one or more floors or stories but not the entire building, except in those condominium projects in which one of several buildings may contain only one townhouse.~~

Toxic or Hazardous Material. Means any substance or mixture by physical characteristics such as flammability, corrosivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein separately defined. Examples include: hotel, motel, ~~and~~ apartment hotel, bed and breakfast, and short term rental.

Transport Terminals. Any business, structure, or premise which primarily receives or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, Accessory. A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Use, Conditional. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Use, Principal. A use which is the primary use and activity of the lot or structure.

Use, Temporary. A use that is authorized by this code to be conducted for a fixed period of time. Temporary uses are characterized by such activities as the sale of agricultural products, contractors' offices and equipment sheds, fireworks, carnivals, flea markets, and garage sales.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

Very low density residential. Refers to farm housing units and isolated residential developments not requiring a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots).

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include over-night accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.



Vicinity Map. A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better location and orient the area in question.

Walkway. A public way, four (4) feet or more in width, for pedestrian use only, whether along the side of a road or not.

Wind Energy related definitions:

- a) Accessory Structures: Structures such as sheds, storage sheds, pool houses, unattached garages, and barns.
- b) Anemometer: An instrument that measures the force and direction of the wind.
- c) Clear Fall Zone: An area surrounding the wind turbine unit into which the turbine and -or turbine components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing turbine failure that shall remain unobstructed and confined within the property lines of the primary parcel where the turbine is located. The purpose of the zone being that if the turbine should fall or otherwise become damaged, the falling structure will be confined to the primary parcel.
- d) Cowling: A streamlined removable cover that encloses the turbine's nacelle.
- e) Decibel: A unit of relative loudness equal to ten times the common logarithm of the ratio of two readings. For sound, the decibel scale runs from zero for the least perceptible sound to 130 for sound that causes pain.
- f) Nacelle: Sits atop the tower and contains the essential mechanical components of the turbine to which the rotor is attached.
- g) Primary Structure. For each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary structures include structures such as residences, commercial buildings, hospitals, and day care facilities. Primary structures exclude structures such as hunting sheds, storage sheds, pool houses, unattached garages, and barns.
- h) Professional Engineer. A qualified individual who is licensed as a Professional Engineer in the State of Ohio.
- i) Megawatt (MW): A unit of power, equal to one million watts.
- j) Small Wind Project: Any wind project less than 5MW which includes the wind turbine generator and anemometer.
- k) Wind Power Turbine Owner. The person or persons who owns the Wind Turbine structure.
- l) Wind Power Turbine Tower. The support structure to which the turbine and rotor are attached.
- m) Wind Power Turbine Tower Height. The distance from the rotor blade at its highest point

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the graded lot upward;

provided, accessories, ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. Yard, Front. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
2. Yard, Rear. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
3. Yard, Side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

~~Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or land in accordance with the previously issued Zoning Permit.~~

Zoning Permit. A document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the use.

### ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure or land be established or changed in use without a permit therefore, issued by the Zoning Inspector. Said permit shall be obtained before any county permits are obtained. Zoning Permits shall be issued only in conformity with the provisions of this Resolution unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application For Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall be clearly state that the permit shall expire and may be revoked if work has not begun within six months or substantially completed within one and half (1½) years. At a minimum, the application shall contain the following:

1. Name, address, and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;
6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

Section 302 Approval of Zoning Permit. Within ten (10) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provision of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within six (6) months. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road of highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that he shall not issue a zoning permit for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest

or upon the expiration of the hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within six (6) months from the date of issuance thereof, said permit shall expire; it shall be revoked by the Zoning Inspector; and written notice thereof shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within one and one-half (1 ½) years of the date of issuance thereof, said permit shall expire and be revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six (6) month increments, not to exceed one and one-half (1 ½) years.

~~Section 310 Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises or both, or part thereof thereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefore by the Zoning Inspector stating that the proposed use of the building or land conforms to the requirements of this Resolution.~~

~~Section 311 Temporary Certificate of Occupancy. A temporary certificate of occupancy may be issued by the Zoning Inspector for a period not exceeding six months during alterations on partial occupancy of a building pending its completion.~~

Section 312 Record of Zoning Permits ~~and Certificates of Occupancy.~~ The Zoning Inspector shall maintain a record of all zoning permits ~~and certificates of occupancy~~ and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit ~~or Certificate of Occupancy.~~ Failure to obtain a zoning permit ~~or certificate of occupancy~~ shall be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction and Use To Be As Provided In Applications, Plans, Permits, and Certificates. Zoning permits ~~or certificates of occupancy~~ issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor. Any person who violates

this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one hundred (100) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in the County by the legal representative of the Township, in the name of the Township for the use thereof. Each day such violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure from zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.



## ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Section 540 through 549.

Section 431 Non-Conforming Lots of Record in Combination. If two (2) or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided:

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land.

Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provision:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two months of the time of destruction.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is moved.

Section 456 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but no such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming

use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;

4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed;
5. When a non-conforming use of a structure, or structure and land in combination is disconnected or abandoned for more than two (2) years (except when government action impedes access to the premises), the structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located;
6. Where non-conforming use status applies to a structure and land in combination, removal, or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this Resolution shall not be deemed a non-conforming use in such district, but shall without further action be considered a conforming use.

## ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. He may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, he shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action of zoning ~~and certificate of occupancy~~ permits and such similar administrative duties as are permissible under the law.

Section 510 Proceedings of Zoning Commission. The Commission shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Zoning Commission and Its Duties. ~~A-The~~ Township Zoning Commission ~~is hereby created, which~~ shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. ~~The Trustees may appoint two alternate members to the zoning commission, for terms to be determined by the Trustees.~~ Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 512 Duties of the Zoning Commission. ~~For the purposes of this Resolution, The-the~~ Commission shall have the following duties:

1. ~~(1)~~ initiate proposed amendments to this Resolution; and
2. ~~(2)~~ Review all proposed amendments to this Resolution.

Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. ~~The Trustees may appoint two alternate members to the board of zoning appeals, for terms to be determined by the Trustees.~~ Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the

Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse, or affirm wholly or partly, or modify the order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from whom the appeal is taken. A concurring vote of at least three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purposes of this Resolution the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Zoning Inspector;
2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township for appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to be the procedures and requirements of Section 541-549, inclusive, of this Resolution. As



specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any office or bureau of the legislative authority of the Township affected by a decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the Zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him that by reason of facts stated in the application, a stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Inspector from whom the appeal is taken and on due cause shown.

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in specific cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a necessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicant;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards;
  - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
  - b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
  - c. That special conditions and circumstances do not result from the actions of the applicant;
  - d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have met by the applicant.

Section 545 Supplementary Conditions and Safeguards. ~~Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Resolution in the District involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district.~~ In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within ~~twenty (20) days a reasonable time~~ after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing in Newspaper. Before holding the public hearing required in Section 546, notice of such hearing shall be given in one newspaper of general circulation in the township at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices published in newspapers as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within ~~thirty (30) days a reasonable time~~ after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements for Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-568, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562-568, inclusive.

Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be harmonious with and in accordance with the general objectives , or with any specific objective of the Township's comprehensive plan and/or zoning resolution.
- ~~2.3.~~ Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
- ~~3.4.~~ Will not be hazardous or disturbing to existing or future neighboring uses;
- ~~4.5.~~ Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- ~~5.6.~~ Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
- ~~6.7.~~ Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.
- ~~7.9.~~ Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use

is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice in a newspaper, and give written notice to all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 566, the Board shall either approve, approve with supplementary conditions as specified in Section 565, or disapprove with modifications, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the applications is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if such conditionally permitted use has not been instituted or utilized within one (1) year of the date on which the permit was issued, or if for any reason such use shall cease for more than six (6) months. Change of ownership shall have no affect on the validity of the conditional use.

## ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This Resolution may be amended utilizing the procedures specified in Section 601-~~611~~613, inclusive of this Resolution.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:

1. Name, address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (10) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code, as amended.

Section 605 Transmittal to Regional Planning Commission. Within five (5) days after the adoption of a motion by the Commission, transmittal of a resolution of the Board of Township Trustees, or the filing of an application by at least one (1) owner or lessee, the Zoning Commission shall transmit a copy of such motion, resolution, or application together with the text and map pertaining to the case in question to the Regional Planning Commission for a recommendation. Such recommendation shall be considered at the public hearing held by the Zoning Commission.



Section ~~605~~ 606 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Commission may proceed as required by law, however, the township trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the trustees that acquisition at this time is not in the public interest or upon expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the trustees shall proceed as required by law.

Section 607 Public Hearing by Zoning Commission. The Zoning Commission shall schedule a public hearing after the adoption of their motion, the certification of a resolution by the Board of Township Trustees to the Zoning Commission, or the filing of an application for zoning amendment. Said hearing shall not be less than twenty (20) nor more than forty (40) days from the adoption of such motion, transmittal of such a resolution, or the filing of such application.

Section 608 Notice of Public Hearing by Zoning Commission. Notice of the public hearing required in Section 607 shall be given by the Zoning Commission in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section ~~606~~ 609 Recommendation by Zoning Commission. After complying with all the requirements of Chapter 519.12 of the Ohio Revised Code, the Zoning Commission shall transmit its recommendation of the Township Trustees. The Zoning Commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied.

Section ~~607~~ 610 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the township trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section ~~608~~ 611 Notice of Public Hearing in Newspaper by Township Trustees. Notice of the public hearing required in Section ~~607~~ 610 shall be given by the township trustees in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section ~~610~~ 612 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section ~~607~~ 610, the township trustees shall either adopt or deny the recommendation of the zoning commission, or adopt some modifications thereof, in the event the trustees denies or modifies the recommendation of the zoning commission, it must do so by a ~~unanimous-majority~~ vote.

Section ~~611-613~~ Effective Date and Referendum. Such amendment adopted by the trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the

adoption of the amendment there is presented to the trustees a referendum petition, which is filed in accordance with Section 519.12 of the Ohio Revised Code as amended.

## ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map. The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map. The Official Zoning Map shall be identified by the signature of the chairman of the Board of Township Trustees and attested to by the clerk.

Section 720 Interpretation of District Boundaries. Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2. Where district boundaries are indicated as approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and such distance therefrom as indicated on the Official Zoning Map. If no distance is given, such dimensions shall be determined by the use of the scale shown on the Map.
4. Where the boundary of a district follows a rail-road line, such boundary shall be deemed to be located in the middle of the main tracks of said railroad line; and
- 3.5. Where the boundary of a district follows a stream, lake, or other body of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the Township, unless otherwise indicated.

Section 730 Replacement of the Official Zoning Map. In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the township trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct drafting errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the chairman of the trustees, attested to by the township clerk, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted \_\_\_(date)\_\_\_ as part of the Zoning Resolution of Union Township, Logan County, Ohio.

## **ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS**

Section 800 Intent. The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1). The purpose of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the county's Subdivision Regulations (A major plat consists of 6 or more lots). Some residential, commercial, and industrial development may be permitted as Conditional Uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Department regulations. Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

Section 811 Low Density Residential District (R-1). The purpose of the low density residential district is to provide land for single family dwelling units not to exceed four dwellings per acre with a central sewage system if a central sewage system is not available, then the minimum lot size shall also include land that is subdivided which requires a major plat under the county's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

## ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted the Board of Zoning Appeals.

1. No building, structure, or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall be erected or altered:
  - a. To provide for greater height or bulk;
  - b. To accommodate or house a greater number of families;
  - c. To occupy a greater percentage of lot area;
  - d. To have narrower or smaller rear yards, front yards, side yards, or other open spaces;
3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.

| Section 910 Official Schedule of District Regulations **Adopted**. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations."



OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

ZONING DISTRICTS

PERMITTED USES

CONDITIONAL USES

(Symbols as used on the Official Zoning Map)

(Accessory Uses and essential services are included)

(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)

1

2

3

<p>U-1 Rural</p>	<p>Orchards; Agriculture; Very low density residential; Public &amp; quasi-public uses; Nursery (greenhouse), tree &amp; plant; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Tractor &amp; implement sales &amp; service; Offices; Veterinary animal hospital or clinic; Kennel; Home occupation; Commercial recreation; Service business, Mineral extraction; Light manufacturing; Personal services; (Dwelling, (Housing) Manufactured-mobile home); Craft &amp; hobby shop; Manufactured dwelling (Housing) – Mobile Home Park;</p>
<p>R-1 Low Density Residential</p>	<p>Dwelling, Single-family; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Home occupation; Service business; Personal services; Offices;</p>

<u>MINIMUM LOT SIZE</u> (Square feet per household)	Frontage (Width) (Feet)	<u>MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED</u> (Principal and Accessory Buildings)	<u>MINIMUM FLOOR AREA</u> (Square Feet)	<u>MAXIMUM HEIGHT OF</u> (Principal Buildings)		<u>MINIMUM YARD DIMENSIONS (Ft.)</u>				
				<u>Stories</u>	<u>Feet</u>	<u>Front</u>	<u>Side</u> <u>Yards</u>	<u>Rear</u>		
4	5	6	7	8	9	10	11	12	<u>Sum of Side Yards</u> 13	14

U-1	40,000	-----	150	25	1,000+	24	35	50	20	40	30
R-1	40,000	-----	150	25	1,200	24	35	50	20	40	30
		10,800--	80					(35)	(10)	(20)	(30)

ACCESSORY BUILDINGS

Maximum Height (feet)  
 Minimum Distance in feet to  
 Side Lot Line    Rear Lot Line

MINIMUM (MANDATORY) OFF-STREET PARKING SPACE

(One unit for each)

MINIMUM (MANDATORY) OFF-STREET LOADING SPACE

SIGNS PERMITTED

OTHER PROVISIONS AND REQUIREMENTS

(Supplementary Regulations, Prohibitions, Notes, etc.)

15            16            17            18                            19                            20                            21

U-1	20	10	10	See Article XI	See Article XI	See Article XXI	*900 s.f. for mobile dwelling
R-1	15	10	10	”	”	”	Use parenthesis figures if central sewerage is used

<b><u>OFFICIAL SCHEDULE OF DISTRICT REGULATIONS</u></b>		
<b><u>ZONING DISTRICTS</u></b>	<b><u>PERMITTED USES</u></b>	<b><u>CONDITIONAL USES</u></b>
<i>(Symbols as used on the official zoning map)</i>	<i>(Accessory uses and essential services are included)</i>	<i>(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)</i>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>
<b><u>U-1 RURAL</u></b>	<u>Agriculture; Public &amp; quasi-public uses; Single-Family Dwelling;</u>	<u>Agritourism; Bed &amp; Breakfast; Commercial &amp; non-commercial recreation; Craft &amp; hobby shop; Home occupation; Kennel; Light manufacturing; Mineral extraction; Manufactured and/or mobile homes individually*; Manufactured and/or mobile home park; Personal services; Service business; Short-Term rental; Tractor &amp; implement sales &amp; service; Veterinary animal hospital or clinic;</u>
<b><u>R-1 LOW DENSITY RESIDENTIAL</u></b>	<u>Agriculture; Single Family Dwelling; Public &amp; Quasi-Public Uses; Child Day-Care</u>	<u>Agritourism; Bed &amp; Breakfast; Home occupation; Manufactured and/or mobile homes individually; Non-Commercial recreation; Personal services; Short-Term Rental; Telecommunication Towers</u>

<b>OFFICIAL SCHEDULE OF DISTRICT REGULATIONS</b>					
<b>MINIMUM LOT SIZE EXCLUDING STREET (ROAD) RIGHT-OF-WAY</b>					
	<u>With On-Site Sewage Treatment</u>	<u>With Group or Central Sewage Treatment</u>	<u>Lot Frontage/Width</u>	<u>Depth:Width Ratio</u>	<u>Percentage of minimum allowable width</u>
	<i>(Square feet)</i>		<i>(feet)</i>		<i>%</i>
	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>U-1</u>	<u>130,680</u>	<u>130,680</u>	<u>200</u>	<u>4:1**</u>	<u>80**</u>
<u>R-1</u>	<u>130,680</u>	<u>-----</u> <u>(10,890)</u>	<u>200</u> <u>(80)</u>	<u>4:1**</u>	<u>80**</u>

**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS**

	<u>MAXIMUM % OF LOT TO BE OCCUPIED</u>	<u>MINIMUM FLOOR AREA</u>	<u>MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS</u>		<u>MINIMUM YARD DIMENSIONS</u>			<u>ACCESSORY BUILDINGS</u>			
			<u>Stories</u>	<u>Feet</u>	<u>Front</u>	<u>(feet)</u>		<u>(feet)</u>			
						<u>Side Yards</u>	<u>Rear</u>	<u>Maximum height</u>	<u>Minimum Distance To</u>		
	<i>(Principal and accessory buildings)</i>	<i>(Square feet)</i>				<i>One side yard</i>	<i>Sum of side yards</i>		<i>Side lot line</i>	<i>Rear lot line</i>	
	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
<b>U-1</b>	<u>25</u>	<u>1,000</u>	<u>2 ½</u>	<u>35</u>	<u>50</u>	<u>20</u>	<u>40</u>	<u>30</u>	<u>20</u>	<u>10</u>	<u>10</u>
<b>R-1</b>	<u>25</u>	<u>1,200</u>	<u>2 ½</u>	<u>35</u> <i>(35)</i>	<u>50</u> <i>(10)</i>	<u>20</u> <i>(20)</i>	<u>40</u> <i>(20)</i>	<u>30</u> <i>(30)</i>	<u>20</u>	<u>10</u> <i>(5)</i>	<u>10</u>

**Numbers in ( ) are measurements for lots with group or central sewage treatment.**



**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS**

	<u>MINIMUM (MANDATORY) OFF-STREET PARKING SPACE</u>	<u>MINIMUM (MANDATORY) OFF-STREET LOADING SPACE</u>	<u>SIGNS PERMITTED</u>	<u>OTHER PROVISIONS AND REQUIREMENTS</u>
				<i>(Supplementary regulations, prohibitions, notes, etc.)</i>
	<b><u>20</u></b>	<b><u>21</u></b>	<b><u>22</u></b>	<b><u>23</u></b>
<b><u>U-1</u></b>	<u>See Article XI</u>	<u>See Article XI</u>	<u>See Article XII</u>	<p><u>*900 sq ft for manufactured/mobile home (not permanently sited)</u></p> <p><u>**Does not apply to lots greater than 10 acres</u></p>
<b><u>R-1</u></b>	<u>See Article XI</u>	<u>See Article XI</u>	<u>See Article XII</u>	<p><u>**Does not apply to lots greater than 10 acres</u></p>

## ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General. The purpose of the supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may be encountered.

Section 1001 Conversion of Dwellings to More Units. A residence may be converted to accommodate an increased number of dwelling units provided:

1. The yard dimensions, including minimum lot width still meet the yard dimensions required by the zoning regulations for new structures in that district in which the dwelling is located;
2. The lot area per family equals the lot area requirements for the new structures in that district;
3. The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools. ~~A private swimming pool, not including farm ponds, shall be any pool, lake, or open tank not located within a completely enclosed building and containing or normally capable of containing water to a depth at any point greater than one and one-half (1½) feet. No such swimming pool, exclusive of portable swimming pools with a diameter less than twelve (12) feet or with an area of less than one-hundred (100) square feet shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:~~

1. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
2. It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten (10) feet to any property line of the property on which it is located.
3. ~~The swimming pool and all of the area used by the bathers, or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five-four (54) feet in height and maintained in good condition with a gate and lock.~~
  - 3.a. An above ground pool with walls or sides taller than four (4) feet, shall be in compliance provided access to the pool is restricted by removing or otherwise locking any climbing devices located on the sides of the pool.

### Section 1003 Community or Club Swimming Pools.

~~Community and club swimming pools are permitted in any commercial or residential district, but shall comply with the following conditions and requirements:~~

1. ~~The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;~~
2. ~~The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than fifty (50) feet to any property line;~~
3. ~~The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.~~

Section 1004 Temporary Buildings. Temporary buildings, construction trailers, equipment and materials used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the zoning inspector.

Section 1005 Parking and Storage of Certain Vehicles. The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2. The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
3. The parking or storage, within any district, of a junked, dismantled, or wrecked automotive vehicle or parts thereof which is in public view of any highway for a period of more than thirty (30) days shall be prohibited.

For purposes of this section, a junked, dismantled, or wrecked automotive vehicle shall be one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways.

This section shall not apply to properly licensed junk yards and motor vehicle salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

Section 1006 Required Trash Areas. All commercial, industrial, and multi-family residential uses that provide trash and/or garbage collection areas shall be enclosed on at least three (3) sides by a solid wall or fence a minimum of four (4) feet in height or one (1) foot higher than the receptacles therein if such area is not within an enclosed building or structure. Provisions for adequate vehicular access to and from such area or areas for collection of trash and/or garbage as determined by the Zoning Inspector shall be required.

Section 1007 Recreational Vehicles. Recreational vehicles shall be parked in an approved campground, Recreational Vehicle Park, or Recreational Vehicle Site, with the exception that no more than one (1) recreational vehicle may be permitted as a conditional use in any district on a residential or undeveloped lot subject to the following:

1. A recreational vehicle may be temporarily occupied only after receiving a conditional use permit, in accordance with this Section.
2. Any occupied recreational vehicle shall comply with the required setbacks for principal buildings in the district.
3. No recreational vehicle shall be occupied for dwelling purposes for more than sixty (60) days within any six (6) month period. Timeframes shall be specified in the application for conditional use.

4. Proof of notice to the County Health Department/District or appropriate sanitary sewer operating authority stating any sewage generated shall be disposed of in accordance with all applicable local, state, and federal regulations.

Nothing shall prohibit a property owner from storing his/her recreational vehicle as an accessory use.

Section 1008 Mobile Trailers Prohibited for Business, Storage, Sign, and Residence Purposes. The use of a mobile home, tractor trailer, box car, sealand/shipping container, or other similar type trailer, container, or structure shall not be permitted as an office or business structure, storage facility, sign structure, or residence, except as otherwise provided for in this Resolution.

Section 1010 Supplemental Yard and Height Regulations. In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011-1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings. On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between height of two and one-half (2½) and ten (10) feet above the center line grades of the intersecting streets or roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street or road lines fifty (50) feet from the point of intersection.

Section 1013 Fences, Walls, and Hedges. A zoning permit is required for the erection or installation of all fences and walls. Notwithstanding other provisions of this resolution, fences, walls, and hedges may be permitted in any yard, or along the edge of any yard. Fences and walls shall not exceed six (6) feet in height.

Section 1014 Yard Requirements for Multi-Family Dwellings. Multi-family dwellings shall be considered as one (1) building for the purpose of determining front, side, and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than (40) feet to any lot line of a residential structure, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided. Such screening shall be a masonry or solid fence between four (4) and eight (8) feet in height maintained in good condition and free of all advertising or other signs. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than

twenty (20) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height at the time of planting. Either type of screening shall not obscure traffic visibility within fifty (50) feet of an intersection.

Section 1016 Architectural Projections. Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side, or rear yard.

Section 1017 Exceptions to Height Regulations. The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1020 Special Provisions for Commercial and Industrial Uses. No commercial or industrial use as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious, or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits are taken. Specifically, the commercial or industrial use shall be in violation of this Resolution if one or more of the following conditions is found to exist at any time:

1. The use or storage of flammable or explosive materials is not adequately protected by fire-fighting and fire-protection equipment or by such safety devices as are normally required for such activities;
2. Activities involving the use and storage of flammable and explosive materials are not removed from adjacent facilities or activities to a distance compatible with the potential danger involved;
3. Vibration discernable by the Zoning Inspector without instruments is present on any adjoining lot or property.
4. Direct or reflected glare is present which is visible from any street or from any property not within a manufacturing district.  
—Erosion caused by wind or water is carrying objectionable substances onto any adjacent lot or property.

Section 1021 Fire Hazards. Any activity involving the permitted use or storage of flammable chemicals, petroleum products or explosive materials shall be protected by adequate fire fighting and fire prevention equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.

Section 1022 Electrical Disturbance. No activity shall emit electrical disturbance adversely affecting the operation of any equipment at any point other than that of the creator of such disturbance. The

~~disturbance must be due solely to the creator and not due to defective wiring, equipment, etc., at the receiving point.~~

~~Section 1024 Water Pollution. Water pollution as defined or determined by the County Board of Health or the Ohio Environmental Protection Agency shall be subject to corrective measures, requirements, and regulations as established by the Board of Health or the Ohio E.P.A.~~

Section ~~4025~~ 1030 Mining, Mineral, Sand and Gravel Extraction; Storage and Processing. The extraction, storage, and processing of minerals shall be conducted in accordance with the requirements of Sections ~~4026-1030~~ through ~~4032~~ 1037 inclusive.

Section 1031 Distance from Residential Areas. Mineral extraction, storage or processing shall not be conducted closer than 500 feet from any residential district, nor closer than 500 feet from any structure used for human occupancy in any other district.

Section ~~4027-1032~~ Filing of Location Map. The operator shall file with the Zoning Inspector a location map which clearly shows areas to be mined and the location of adjacent properties, roads, and natural features.

Section ~~4028-1033~~ information on Operation. The operator shall submit information on the anticipated depth of excavations and on depth and probable effect on the existing water table as coordinated with the Ohio Division of Water.

Section ~~4029-1034~~ Restoration of Mined Area. The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.

Section ~~4030-1035~~ Performance Bond. The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned on the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the zoning inspector that the restoration is complete and in compliance with the restoration plan.

Section ~~4031-1036~~ Enforcement Provisions. The zoning inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with “No Trespassing” signs to discourage human injury to the general public.

Section ~~4032-1037~~ Measurement Procedures. Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York; the Manufacturing Chemists’ Association, Inc., Washington, D.C.; the United States Bureau of Mines and the Ohio Environmental Protection Agency.



Section 1040 Roadside Produce Stands. A building for the sale of home-grown produce may be located not less than twenty-five (25) feet from the highway right-of-way if it is a portable building. If portable, it shall be removed from its roadside location during the season that it is not in use as a roadside produce stand. A permanent structure for such use may be constructed, but shall be located not less than fifty (50) feet from the highway right-of-way line. Parking shall be provided off the highway right-of-way.

Section 1041 Agritourism. In addition to the procedure and requirement for approval of conditional use permits, as stated in Section 560, the Board of Zoning Appeals shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval if the following conditions have been met:

I. Conditions

- A. Evidence that the farm on which the agritourism operation is proposed is ten (10) acres or more in area shall be provided. If such farm is less than ten (10) acres, evidence shall be provided that such farm is currently enrolled in the Current Agricultural Use Value (CAUV) program or produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.
- B. The educational, entertainment, historical, cultural and/or recreational relationship of the agritourism operation to the existing agricultural use of the property, the surrounding agricultural community, and/or the relationship of the agritourism activity to agriculture in general shall be identified.
- C. A site plan of the property illustrating all structures to be used for agritourism activities, setbacks from property lines for all structures and any existing or proposed well and/or on-site wastewater disposal system area(s) on the property shall be submitted.
  1. The size and setback for any structure used primarily for agritourism activities shall be in conformance with the requirements of the applicable zoning district, listed in the Official Schedule of District Regulations.
- D. Off-street parking in accordance with size requirements in Article Off-Street Parking and Loading Requirements shall be provided.
  1. Additionally, off-street parking adequate to meet peak time demand shall be provided in a manner that does not cause nuisance or conflict with adjoining properties. Estimates of traffic generation shall be submitted. In no instance shall parking be permitted within yard setback areas or within 20 feet of the road right-of-way.
- E. Safe and adequate ingress and egress shall be maintained at all times.
- F. The applicant shall provide data establishing the seasons and weeks of operation, and the hours of operation. The Conditional Use Permit shall clearly state these parameters.
- G. Sales are limited to agricultural products meeting the criteria of products incident to the agricultural production and specific supporting products related to the agricultural tourism purpose such as animal feed pellets, U-Pick containers, etc...

~~Section 1050 Storage of Toxic or Hazardous Materials. Except as exempted hereafter, the storage of toxic or hazardous materials, as determined by the Ohio Environmental Protection Agency, in quantities greater than 55 gallons liquid or 25 pounds dry weight for any one material shall be prohibited.~~

~~This section shall not apply to fuels stored in less than 1,100 gallon tanks that conform with the Ohio Fire Code for the purpose of heating buildings and located on site, nor to materials stored for on-site residential, industrial, commercial or agriculture purposes.~~

~~“Storage” when used in connection with this section, means the containment of hazardous materials, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of the material.~~

~~Section 1055 Satellite Television Antennas. A satellite television antenna is an antenna the purpose of which is to receive television or radio signals from orbiting satellites.~~

~~A satellite television antenna shall not be located in any front yard. Nor shall it be located in any side yard closer to the building front setback line than the front of an adjoining residential structure, provided the adjoining residential structure is within 100 feet of the side lot line on which the antenna is proposed. Said antenna shall meet the minimum side and rear yard requirements for accessory structures and buildings.~~

~~Ground mounted satellite antennas in areas zoned residential shall not extend more than fifteen (15) feet above the ground, twenty (20) feet in all other zones. Roof mounted antennas shall be prohibited.~~

~~The satellite television antenna shall be constructed and anchored in such a manner to withstand wind forces up to 100 miles per hour.~~

~~Section 1050 Home Occupation. It is the purpose of this Resolution to promote the public health, safety, and welfare through the regulation of home occupations. It is further the intent of these Sections to allow limited non-residential uses in residential structures which are compatible with the residential character of their surroundings.~~

~~No Home Occupation shall be located in a zoning district where such use is not explicitly listed as a permitted or conditionally permitted use. A home occupation shall be a permitted only if it complies with the following requirements:~~

- ~~1. The owner or lessee of the premises must reside in the dwelling unit used for the home occupation. The lessee shall have the owner's permission to conduct such home occupation.~~
- ~~2. Not more than two (2) workers, exclusive of the owners or lessee and family members living on the premises, shall be employed in a home occupation at any one time.~~
- ~~3. All activities conducted on site shall be conducted entirely within the dwelling unit, and the use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.~~
- ~~4. Not more than thirty (30) percent or six hundred (600) square feet of the gross floor area, whichever is less, of any dwelling unit shall be used for a home occupation.~~

5. Home occupations shall not be permitted in any accessory building within any district unless a conditional use permit is received from the Board of Zoning Appeals.
6. Home occupations that are operated in an accessory building with a conditional use permit shall not exceed six hundred (600) square feet of floor area.
7. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home.
8. All signs shall comply with Article XII Signs of this Zoning Resolution.
9. There shall be no sale on the premises of commodities other than those incidental to the home occupation.
10. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
11. Equipment or processes shall not be used in such Home Occupations that creates noise, dust, vibrations, glare, fumes, odors, or visual, audible, or electrical interference detectable off the lot or beyond the lot line.
12. There shall be no increased burden placed upon existing Township public services provided to the residence as a result of a Home Occupation.

Section 1051 – Short Term Rental. In the interest of protecting the public health, safety, and general welfare, this Section establishes conditions for the establishment of a short term rental. Further, it is the intent of this Section to protect the purpose and intent of each district, where a short term rental is conditionally permitted.

In addition to the other requirements in this Resolution, the following conditions shall apply:

1. Maximum number of short term rentals. Only one (1) dwelling unit per lot may be used as a short term rental.
2. Maximum number of rooms. No short term rental shall contain more than five (5) sleeping rooms.
3. Trash Areas. Trash areas shall be in accordance with Section 1006 Required Trash Areas.
4. Parking. Parking shall comply with Article XI and the following additional restrictions:
  - a. Number. One (1) parking space shall be provided per sleeping room.
  - b. Location. No additional parking spaces proposed in conjunction with the short term rental shall be located in the required front yard setback.
5. Signs. Signage shall comply with Article XII and the following additional restrictions:
  - a. Maximum Number, Size, and Type Permitted. A short term rental shall be limited to one (1) wall sign no larger than twelve (12) square feet and one (1) monument sign no larger than twelve square feet (12).
  - b. Exterior Lighting Only. Sign lighting shall be employed by a white, steady, stationary light of reasonable intensity directed solely at the sign and/or otherwise prevented from beaming directly onto adjacent properties or right-of-way.
6. There shall be no increased burden placed upon existing Township public services provided to the lot as a result of the short term rental.

Section 1060 Effective Screening of Junk Storage and/or Sales of Junk. Junk storage and/or sales of junk shall be effectively screened on all sides by means of walls, fence, or plantings. Walls or fences shall be a minimum of eight (8) feet in height with no advertising thereon. In lieu of such wall or

fence, a strip of land not less than fifteen (15) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than six (6) feet in height may be substituted. Storage of materials shall not exceed the height of the screening. Storage of junk shall not be located in any front or side yard.

Section ~~4065~~ 1062 Garage, Porch, Yard or Similar Type Sales. A resident may conduct a garage, porch, yard or similar type sale provided such sale does not exceed one such event during any six (6) months period. No sale shall exceed three (3) consecutive days in length. Parking shall be provided off the public highway right-of-way; and off neighboring property unless consent is obtained from the affected neighbor to do so. All signs advertising such sale shall be removed immediately after the sale has concluded its duration.

Section 1064 Adult Entertainment. Adult Entertainment Facilities are conditionally permitted within the R-1 Low-Density Residential District only, and subject to conditions set forth in the Zoning Resolution Section 560 and paragraphs 1-9 hereafter set forth.

1. No adult entertainment facility shall be established within one thousand (1,000) feet of any areas zoned for residential use.
2. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any school, library, or teaching facility, whether public or private, governmental or commercial which school, library, or teaching facility is attended by persons under eighteen (18) years of age.
3. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any park or recreational facility attended by persons under eighteen (18) years of age.
4. No adult entertainment facility shall be established within a radius of two thousand (2,000) feet of any other adult entertainment facility.
5. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of established church, synagogue, or permanently established place of religious services which is attended by persons under eighteen (18) years of age.
6. No advertisements, displays, or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.
7. All building openings, entries, windows, etc. for adult uses shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any public or semi-public area, sidewalk, or street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.
8. No screens, loudspeakers, or sound equipment shall be used for adult motion picture theatres (enclosed or drive-in) that can be seen or discerned by the public from public or semi-public areas.
9. Off-street parking shall be provided in accordance with the standards for permitted use within R-1 District.

Section 1066 General Conditions for Medical Marijuana Entities. In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations that provide for State-authorized medical marijuana land uses consistent with ORC 519 and ORC 3796. ORC 519.21 and ORC 3796 allow regulation of the location of medical marijuana cultivators, processors, or dispensaries within the unincorporated area of the township.

1. Not an Agricultural Use. Medical marijuana is not considered an “agricultural” use pursuant to ORC 519.21 (D).
2. Zoning Districts. No medical marijuana cultivator, processor, or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, or dispensary shall be permitted as a home occupation.
3. Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.

~~Section 1067 Mobile Trailers Prohibited For Business, Storage and Sign Purposes. The use of a mobile home, tractor trailer, box car, or other similar type trailer, container or structure shall not be permitted as an office or business structure, storage facility or sign structure except as stated in Section 1004.~~

#### Section 1070 Small Wind Projects (Less than 5MW).

- I. Wind Projects of 5MW or more shall be required to submit an application with the Ohio Power Siting Board (OPSB) at the Public Utilities Commission of Ohio (PUCO) and are required to meet OPSB regulations. Small Wind Projects less than 5MW and used solely for Agriculture will be exempt from these zoning regulations as an Agricultural Use. Any proposed construction, erection, or siting of a small wind project less than 5MW including the wind turbine generator or anemometer or any parts thereof shall be permitted only as an accessory use in any district if the following conditions are met:
  - A. The maximum height of any turbine shall be 125 ft. For purposes of this Resolution, maximum height shall be considered the total height of the turbine system including the tower, and the maximum vertical height of the turbine’s blades. Maximum height therefore shall be calculated by measuring the length of a prop at maximum vertical rotation to the base of the tower.
  - B. Setbacks: the following shall apply in regards to setbacks.
    1. Any turbine erected on a parcel of land shall be setback 1.1 times the height of the tower, or established “clear fall zone”, from all road right-of-way lines and neighboring property lines. A turbine shall be erected and placed in such a manner that if it were to fall, whatever direction the fall occurs would be contained solely on the property where the turbine is located at.
  - C. Maintenance
    1. Wind turbines must be maintained in good working order. The owner shall within 30 days of permanently ceasing operation of a wind turbine, provide written notice of abandonment to the Zoning Inspector. An unused wind turbine or small wind project may stand no longer than 12 months following abandonment. All costs associated with the demolition of the wind turbine and associated equipment shall be borne by the owner. A wind turbine is considered abandoned when it ceases transmission of electricity for 30 consecutive days. Wind turbines that become inoperable for more than 12 months must be removed by the owner within thirty (30) days of issuance of zoning violation. Removal includes removal of all apparatuses, supports, and or other hardware associated with the existing wind turbine.
  - D. Decibel Levels
    1. Decibel levels shall not exceed those provided by the manufacturer as requested in II Permits, 2., e.

- E. Wiring and electrical apparatuses:
  1. All wires and electrical apparatuses associated with the operation of a wind turbine unit shall be located underground and meet all applicable local, state, and federal codes including the County Building Regulations and Residential Building Code of Ohio.
- F. Warning Signs:
  1. Appropriate warning signs to address voltage shall be posted (where and meeting sign requirements).
- G. Building Permits:
  1. All Small Wind Projects and parts thereof shall obtain all applicable Building Permits from the State of Ohio and County Building Regulations where required.

## II. Permits

- A. A permit shall be required before construction can commence on an individual wind turbine project.
- B. As part of the permit process, the applicant shall inquire with the County Building Regulations as to whether or not additional height restrictions are applicable due to the unit's location in relation to any local airports.
- C. Applicant shall then provide the Township Zoning Inspector with the following items and or information when applying for a permit:
  1. Location of all public and private airports in relation to the location of the wind turbine.
  2. An report that shows:
    - a. The total size and height of the unit
    - b. If applicable, the total size and depth of the unit's foundation structure, as well as soil and bedrock data.
    - c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.
    - d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.
    - e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.
    - f. Hazardous materials containment and disposal plan.
  3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, and neighboring property lines.
  4. Evidence of established setbacks of 1.1 times the height of the wind turbine and "clear fall zone."
  5. A maintenance schedule as well as a dismantling plan that outlines how the unit will be dismantled shall be required as part of the permit.

### Section 1071 Solar Energy Systems (Less than 50MW).

#### A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.



No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangement are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
- ~~2.3.~~ Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
- ~~3.4.~~ Roof/Structure/Building mounted accessory solar energy systems:
  - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
  - b. May be mounted to a principal or accessory building.
  - c. ~~Combined-The~~ height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
- ~~4.5.~~ Ground/Pole mounted solar energy systems:
  - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
  - b. Shall be permitted in the rear or side yard only.
  - c. Shall be erected within an established clear fall zone.
  - d. The minimum setback distance from the property lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of the solar energy system or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure mounted accessory solar energy systems:
  - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
  - b. Shall be permitted in the rear or side yard only.
  - c. Shall be erected within an established clear fall zone.
  - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.

~~5.7. Solar-Accessory solar~~ energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.

~~6.8. Solar-Accessory solar~~ energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued, or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.

~~7.9.~~ In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:

- a. Height of the proposed solar energy system(s) at maximum tilt.
- b. Evidence of established setbacks of 1.1 times the height of any structure other than a building and “clear fall zone”.
- c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

#### B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

Principal Solar Energy Production Facilities are prohibited in any district.

Section 1075 Telecommunication Towers. Public utilities or other functionally equivalent telecommunications providers may site a tower in any zoning district except those expressly zoned for residential use. The local zoning authority shall apply to a particular tower, only upon provision of a written notice of objection to that particular tower.

A.) Towers Proposed within Areas Zoned for Residential Use - Towers may be regulated in areas zoned for residential use upon receipt of an objection.

1.) Notice - Notice shall comply with ORC 519.211 (B)(3). (Any person who plans to construct a tower in an area subject to zoning shall provide by CERTIFIED MAIL: written notice to each property owner whose land is contiguous to or directly across a street from the property on which the tower is proposed to be located. Notice must include intent of the person to construct the tower, a description of the property, and a notice that no later than fifteen days after the date of mailing of the notice, any such property owner may give written notice to the trustees that the zoning regulations be applied.)

2.) Procedure if Objections Are Filed: Upon the receipt of an objection by the Trustees, the Trustees shall request that the fiscal officer shall notify the applicant within 5 days that the zoning regulations apply.

3.) Procedure if No Objections Are Filed - Telecommunications towers shall be permitted as a use exempt from any local zoning authority in residential zoned areas if no objections are timely filed as provided.

B.) Local Zoning Authority - If objections are filed for a proposed tower in a district zoned for residential use then the tower shall only be permitted as a conditional use by the Board of Zoning Appeals, provided that all of the following conditions of this section are met.

1.) Conditional Use - Application and Requirements – An application for conditional use shall be filed with the Board of Zoning Appeals. The application shall include:

a.) A locator map which shall contain the following:

i.) The location of all the applicant's existing facilities within (1) mile of the proposed tower.

ii.) The general location of planned future facilities within (1) mile of the proposed tower.

iii.) For each location of the existing facilities within (1) mile of the proposed tower, list the type and size, the type of equipment, the space available for additional equipment a site plan depicting any parcels on which any existing or proposed tower is/will be.

b.) A site plan:

i.) the location, type and size of existing and proposed towers;

ii.) existing and proposed buildings and structures, drives, circulation and parking;

iii.) landscape screening plan and related design standards;

iv.) land uses, structures and zoning district, adjacent uses, structures and zoning districts;

v.) setbacks from property lines and dwellings within 600 feet of the proposed tower;

vi.) legal description of the lot on which the tower is to be sited;

viii.) any other information necessary to assess compliance with this section; and

ix.) any illumination required by the FAA or FCC.

c.) A written certification from a Professional Engineer stipulating:

i.) that the tower's design is structurally sound and in compliance with all codes;

ii.) that the equipment on the tower and at the site complies with all current FCC regulations;

iii.) that the tower will accommodate co-location of additional antennas for future use, with a statement as to the number of antennas capable of being accommodated or an explanation as to why the tower will not be constructed to accommodate co-location; and

iv.) height and fall zone drawing.

2.) Conditional Use Procedure by Board of Zoning appeals on Receipt of Application - Consistent with the zoning code, the BZA shall provide notice of,

conduct a public hearing and render a decision on the conditional use requested in the application.

3.) General Requirements for all Telecommunications Towers in Residential Zones

i.) The applicant or tower provider shall demonstrate that the proposed tower location in a residential area is essential to service the applicant's service area and that there are no alternative sites in commercial, industrial or exclusively agricultural areas. If another tower or tall structure is technically suitable, the applicant must show that a reasonable request to co-locate was made and that such request was rejected. "Tall structures" shall include smoke stacks, water towers, electric transmission towers, existing antenna support structures or other telecommunications towers, utility buildings and structures over 48 feet in height.

ii.) Maintenance: Towers and related structures must be maintained in good working order.

iii.) The owner/operator shall remove a tower within one hundred eighty (180) days after the tower's use is discontinued.

4.) Development Standards for all Telecommunications Towers in Residential Districts.

a.) No telecommunications tower shall be permitted to be located in any platted subdivision approved under Sections 711.05, 711.09 or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road, when at least thirty-five percent (35%) of the lots within such subdivision or area are developed with at least one (1) dwelling unit.

b.) The maximum height of a tower proposed for one (1) antenna facility for use by a single telecommunications provider shall be 100 feet. The maximum height of a tower proposed for multiple antenna facilities for shared use by multiple telecommunications providers shall be as follows:

i.) Towers proposed for and designed to support the co-location of a total of two antenna facilities – 115 feet;

ii.) Towers proposed for and designed to support the co-location of a total of three antenna facilities – 130 feet; and

iii.) Towers proposed for and designed to support the co-location of four or more antenna facilities – 145 feet.

c.) Clear Fall Zone: Tower height shall be the distance measured from the base of the tower, at grade, to the highest point on the tower, including any antenna. Grade shall be determined as the elevation of the natural or existing topography of the ground level prior to construction of the tower.

i.) The tower base shall not be placed closer than the height of the tower plus forty feet from a unit on a lot contiguous to or directly across the street from the tower's lot.

ii.) A tower base shall be located no closer to any lot line than the distance equal to the height of the proposed tower. Any stabilization structures or guide wires shall be located no closer to any lot line than 50 feet.

iii.) The tower base shall be located no closer to a street right-of-way.

d.) Ancillary Requirements:

i.) Reasonable and safe access and circulation shall be provided to the tower.

ii.) Security fencing shall be provided to prevent uncontrolled access to the tower site.

iii.) The tower and related screening shall, to the extent practicable, be designed to be aesthetically and architecturally compatible with the surrounding environment.

iv.) The tower shall be of a monopole design.

v.) No advertising is permitted anywhere on the tower.

vi.) Where located on property not owned by the operator, the applicant shall present documentation that the owner of the property has approved the application

vii.) The applicant shall submit a signed statement indicating that he/she agrees to allow for the potential co-location of other antenna facilities to the extent possible.

viii.) An antenna may be attached to a nonresidential building permitted in the district as long as it meets the other requirements within this code.

ix.) Any structures for equipment shelter shall be shown on the site plan and be architecturally compatible with the surrounding area.

Towers on Township Property - With the prior consent of the township trustees obtained through resolution, a tower may be sited on township owned property not zoned for residential use.

With the prior consent of the township trustees obtained through resolution, a tower may be located on Township owned property zoned for residential use after obtaining a conditional use permit.

## ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

### Section 1100 General Requirements

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12) feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of up to five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Section 1111 and 1130, together with driveways, aisles, and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1113 Drainage. All parking and loading areas shall provide for proper drainage of surface water to prevent the drainage of such water onto adjacent properties or walkways.

Section 1114 Maintenance. The owner of property used for parking and/or loading shall maintain such area in good condition without holes free of all dust, trash, and other debris.



Section 1115 Lighting. Any parking area which is intended to be used during non-daylight hours shall be properly illuminated to avoid accidents. Any lights used to illuminate a parking lot shall be so arranged as to reflect the light away from the adjoining property.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas;

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments, or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and/or Landscaping. Whenever a parking area is located in or adjacent to a residential district it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. The space between such fence, wall, or planting screen, and the lot line of the adjoining premises in any residential district shall be landscaped with grass, hardy shrubs or evergreen ground cover and maintained in good condition. In the event that terrain or other natural features are such that the erection of such fence or planting screen will not serve the intended purpose, then no such fence or planting screen and landscaping shall be required.

Section 1119 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1120 Joint Use. Two or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

Section 1121 Wheel Blocks. Whenever a parking lot extends to a property line, wheel blocks or other suitable devices shall be installed to prevent any part of a parked vehicle from extending beyond the property line.

Section 1122 Width of Driveway Aisle. Driveways serving individual parking spaces shall be not less than twenty-five (25) feet wide for ninety (90) degree parking, twelve (12) feet wide for parallel parking, seventeen and one-half (17½) feet for sixty (60) degree parking and thirteen (13) feet for forty-five (45) degree parking.

Section 1130 Parking Space Requirements. For the purpose of this Resolution, the following parking space requirements shall apply:

TYPE OF USE

Single family or two family dwelling  
Apartments, or multi-family dwellings  
Mobile home  
Outdoor swimming pools, public or  
community or club

Retail establishments  
Offices, public or professional,  
Administrative or service buildings  
All other types of businesses or  
Commercial uses permitted in any district  
Churches  
All types of manufacturing, storage  
And wholesale uses

PARING SPACES REQUIRED

Two for each unit  
Two for each unit  
Two for each unit  
One for each 5 persons capacity plus  
one for each 4 seats or one for each  
30 sq. ft. floor area used for seating  
purposes whichever is greater  
One for each 250 sq. ft. of floor area  
One for each 400 sq. ft. of floor area  
  
One for each 300 sq. ft. of floor area  
  
One for each 5 seats  
One for every 2 employees on the  
largest shift for which the building is  
designed

Section 1131 General Interpretations. In the interpretation of this Article, the following rules shall govern.

1. Parking spaces for other permitted or conditional uses not listed in this Article shall be determined by the Board upon an appeal from a decision of the Zoning Inspector.
2. Fractional numbers shall be increased to the next whole number.
- ~~4.3.~~ When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board upon an appeal from a decision of the Zoning Inspector.

## ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution “sign” does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. In no circumstances shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard or nuisance;
2. No sign shall be placed on the roof of any building;
3. No sign of any classification shall be installed, erected or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape.
4. All billboard signs shall be plainly marked with the name of the person, firm or corporation responsible for maintaining the sign;
5. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector proceed at once to put such sign in a safe and secure condition or remove the sign;
6. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combination of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than eight (8) square feet.
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1212 Signs Permitted in Business and Manufacturing Districts Requiring a Permit. The regulations set forth in this section shall apply to signs in the business and manufacturing districts and such shall require a permit.

1. In a business or manufacturing district, each business shall be permitted one flat or wall on-premises sign. Projection of wall signs shall not exceed two feet measured from the face of the main building. The area of all permanent on-premises signs for any single business enterprise may have an area equivalent to one and one-half (1½) square feet of sign area for each lineal foot of building width, or part of a building, occupied by such enterprise but shall not exceed a maximum area of one hundred (100) square feet.
2. In a business or manufacturing district, one off-premises sign with a total area not exceeding three hundred (300) square feet may be permitted at a single location. Off-premises signs visible to approaching traffic shall have a minimum spacing of not less than two hundred (200) feet. Off-premises signs shall conform to all applicable yard and height regulations for the appropriate zoning district. Off-premises wall signs shall have all structural and supporting member concealed from view.

Section 1220 Temporary Signs. Temporary signs not exceeding sixty-four (64) square feet in area, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202, the setback requirements in Section 1240-1243 and, in addition, such other standards deemed necessary to accomplish the intent as stated in Section 1200.

Section 1221 Free-Standing Signs. Free-standing on-premises signs not over thirty (30) feet in height, having a maximum total sign area of one hundred (100) square feet per display area and located not closer than fifteen (15) feet to any adjoining lot line may be placed to serve a business or group of business establishments. There shall be only one free-standing sign for each building, regardless of the number of businesses conducted in said building.

Section 1222 Wall Signs Pertaining to Non-Conforming Uses. On-premises wall signs pertaining to a non-conforming use shall be permitted on the same premises of such use, provided the area of such sign does not exceed twelve (12) square feet.

~~Section 1230 Political Signs. No political sign shall be posted in any place or in any manner that is destructive to public property upon posting or removal. No political sign shall be posted more than sixty (60) days before an election. All candidates for public office, their campaign committees, or other persons responsible for the posting on public property of campaign material shall remove such material within two (2) weeks following election day.~~

Section 1240 Sign Setback Requirements. Except as modified in Sections 1241 & 1243, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half ( $1/2$ ) foot but need not exceed one hundred (100) feet.

Section 1243 Setbacks for Public and Quasipublic Signs. Real estate signs and bulletin boards for church, school or any other public, religious or education institution may be erected not less than ten (10) feet from the established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulations of signs along primary highways shall conform to the requirements of the Ohio Revised Code, Chapter 5316 and the regulations adopted thereto.

Section 1251 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

**ARTICLE XIII ~~(MANUFACTURED DWELLING (HOUSING) — MOBILE HOME AND (MANUFACTURED DWELLING (HOUSING) — MOBILE HOME INDIVIDUALLY) MANUFACTURED AND/OR MOBILE HOME PARKS AND MANUFACTURED AND/OR MOBILE HOMES INDIVIDUALLY~~**

Section 1300 Intent. It is the intent of this Article to regulate the location of, and to encourage, stabilize and protect the development of well planned manufactured and/or mobile home parks if one is proposed after the adoption or amendment of this Resolution.

Section 1310 Approval Procedures. Manufactured and/or mobile ~~Mobile~~ home parks shall be permitted only as a Conditional Use in the U-1 District and shall be developed according to the general standards and regulations stated and referenced in Article 13.

Section 1320 General Standards for Manufactured and/or Mobile Home Parks. A new or expanded manufactured and/or mobile home park shall:

1. be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
2. not be hazardous or detrimental to existing or future neighboring uses;
3. be served adequately by essential public facilities and services such as highways, police and fire protection, drainage, refuse disposal, etc., or that the persons or agencies responsible for the establishment of the proposed park shall be able to provide adequately any such needed services;
4. be consistent with the intent and purpose of this Resolution;
5. have vehicular approaches to the property which shall be so designed as not to create an interference with the traffic on surrounding public highways;
6. not result in the destruction, loss or damage of natural features of major importance.

Section 1330 Manufactured and/or Mobile Home Park Requirements. Manufactured and/or mobile ~~Mobile~~ home parks shall be developed in accordance with ~~the requirements of Chapter 37-1-27 of the Ohio Sanitary Code adopted by the Public Health Council under the authority of the Ohio Revised Code, Section 3733 and as amended~~ all local, State, and Federal requirements.

Section 1341 Manufactured Homes (not permanently sited) and/or Mobile Homes Individually. The following requirements shall apply to manufactured homes (not permanently sited) and/or mobile home dwellings that are placed upon an individual lot. Manufactured and/or mobile ~~Mobile~~ home dwellings are a Conditional Use in the U-1 District only.

1. Individual manufactured homes (not permanently sited) and/or mobile homes shall have, using accepted industry measurement standards, a minimum area of nine hundred (900) square feet of floor area.
2. The mobile home's tongue(s), axle(s) and wheels shall be removed and the home shall be placed upon a permanent concrete foundation which is below the frost line and is in accordance with the County Auditor's current requirement for real estate tax purposes and which includes at least two tie down rings.



3. The mobile home shall be skirted entirely enclosing the bottom section, within ninety (90) days after its placement. Skirting shall be constructed of vinyl, aluminum or other suitable material that is designed specifically for skirting.

~~3.4. Will be designed, constructed, skirted, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.~~

~~4. The mobile home shall be landscaped with lawn and shrubbery within one hundred sixty (160) days after its placement.~~

~~5. The mobile home shall: (1) not be increased in floor area by any means of construction except with a unit specifically designed and constructed by the mobile home manufacturer; (2) not be covered with an additional roof structure.~~

~~6. The mobile home lot shall have an accessory structure thereon with minimum dimensions of 8 x 12 feet for storage purposes. It shall be located in the side or rear yard.~~

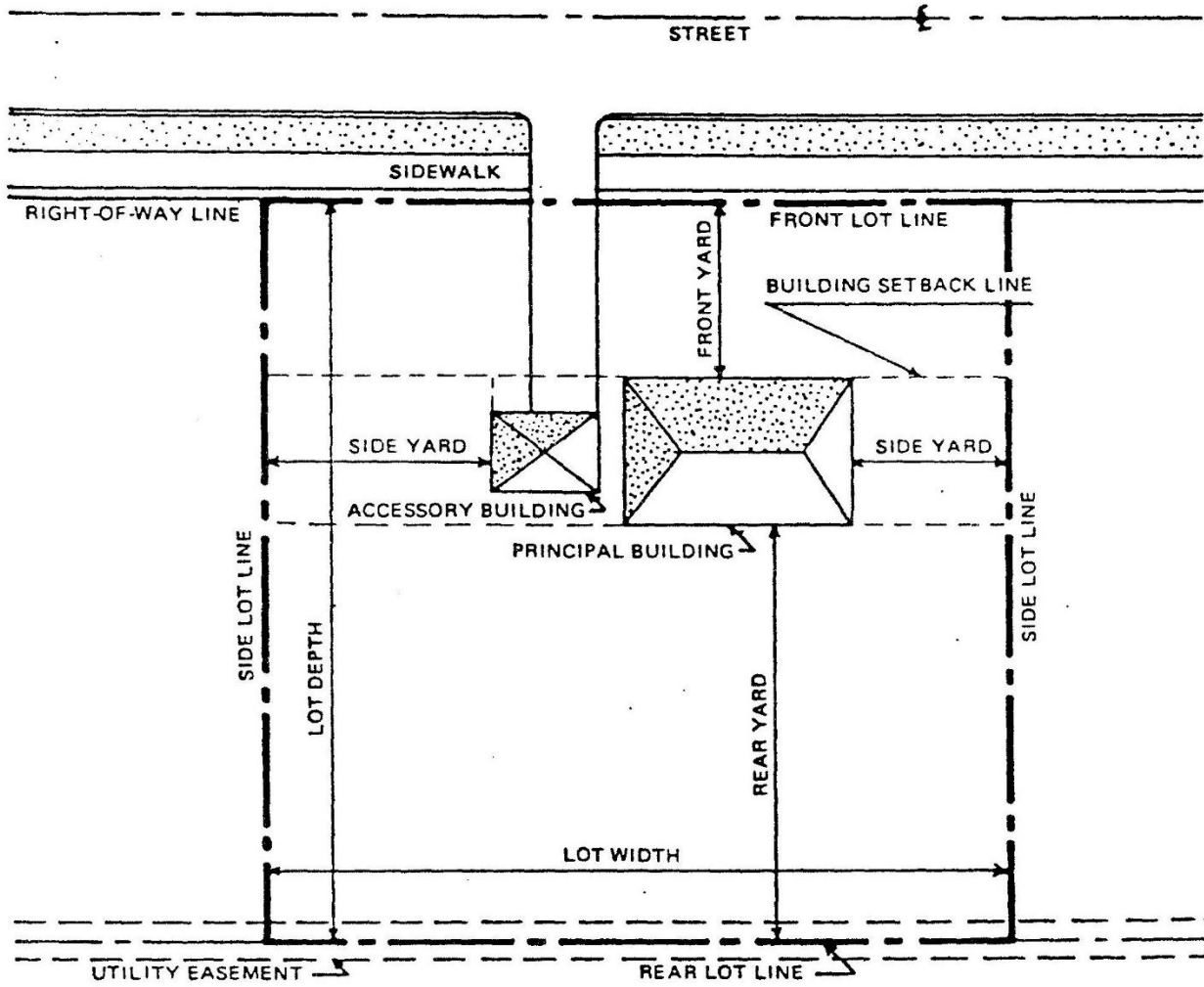
\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Attest: Clerk, Board of Trustees

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

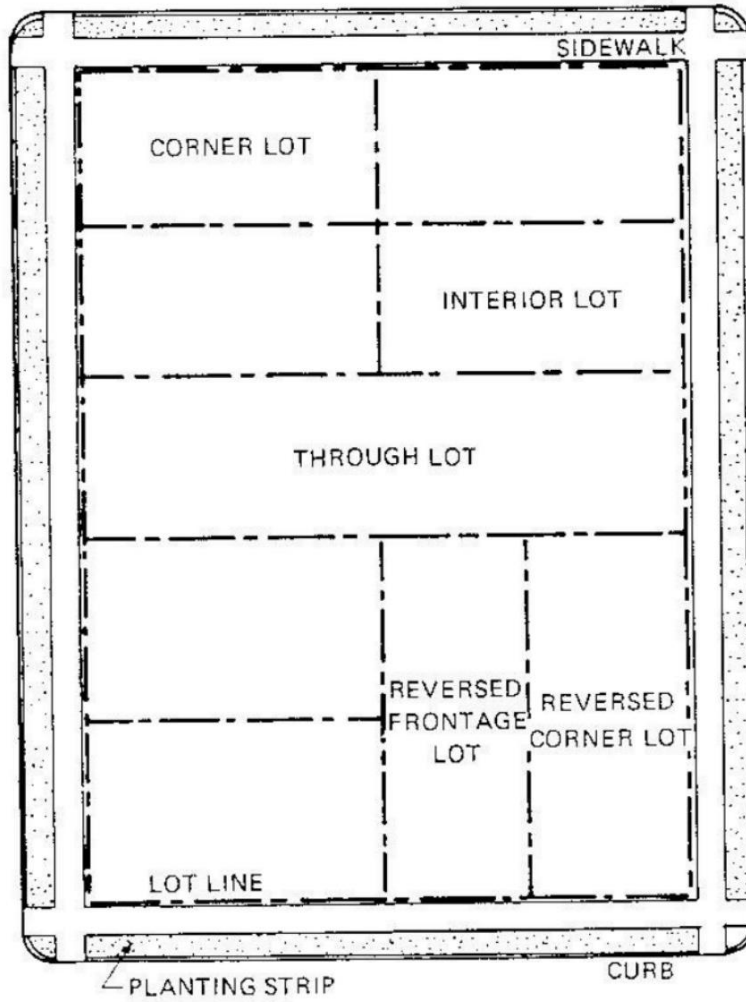


LOT AREA= TOTAL HORIZONTAL AREA  
 LOT COVERAGE= PER CENT OF LOT OCCUPIED  
 BY BUILDING

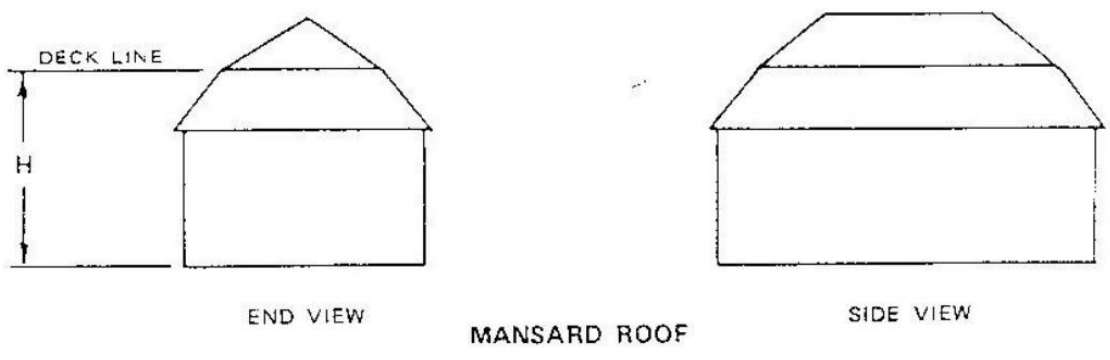
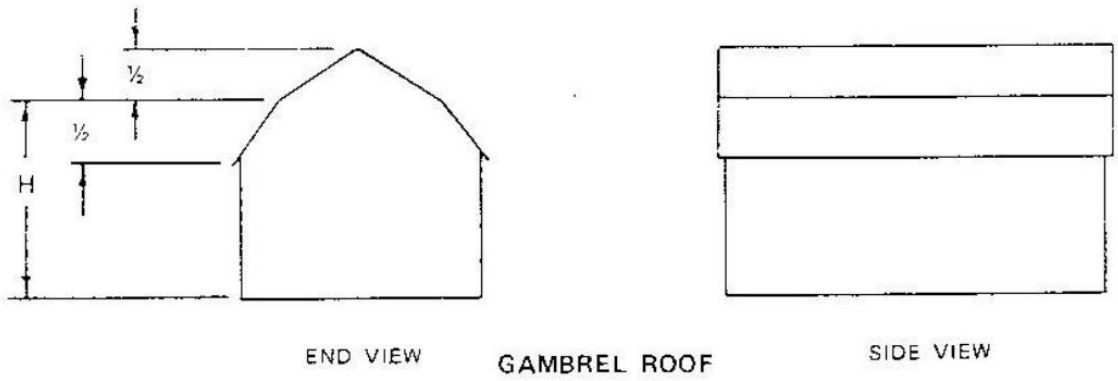
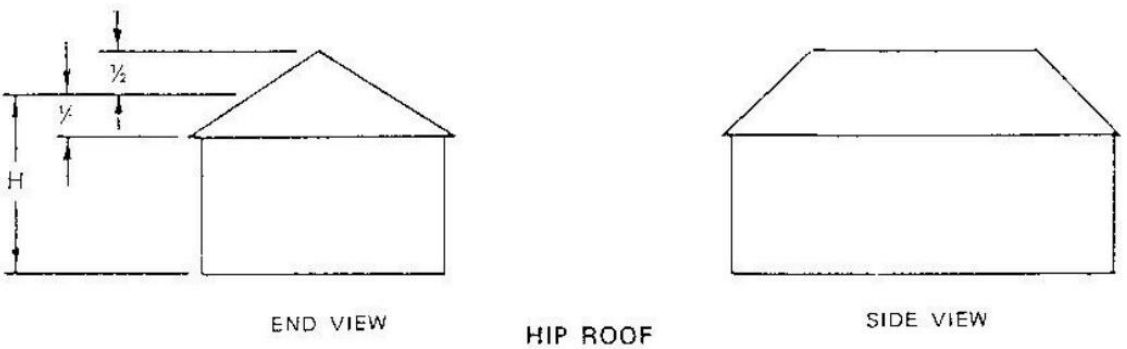
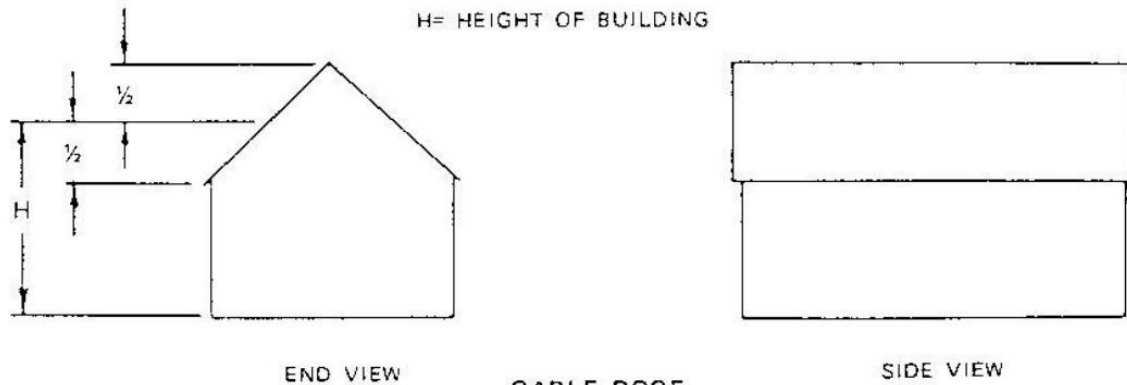
## LOT TERMS

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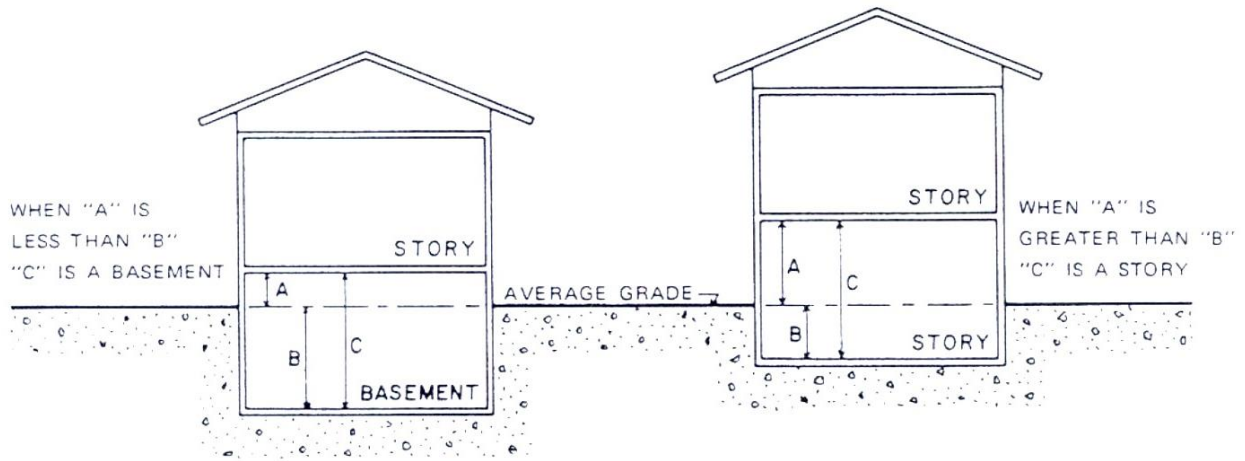
**STREET**



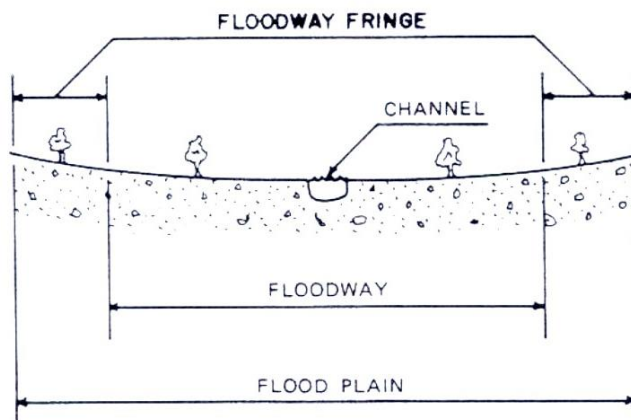
**TYPES OF LOTS**



## ROOF TYPES AND BUILDING HEIGHT

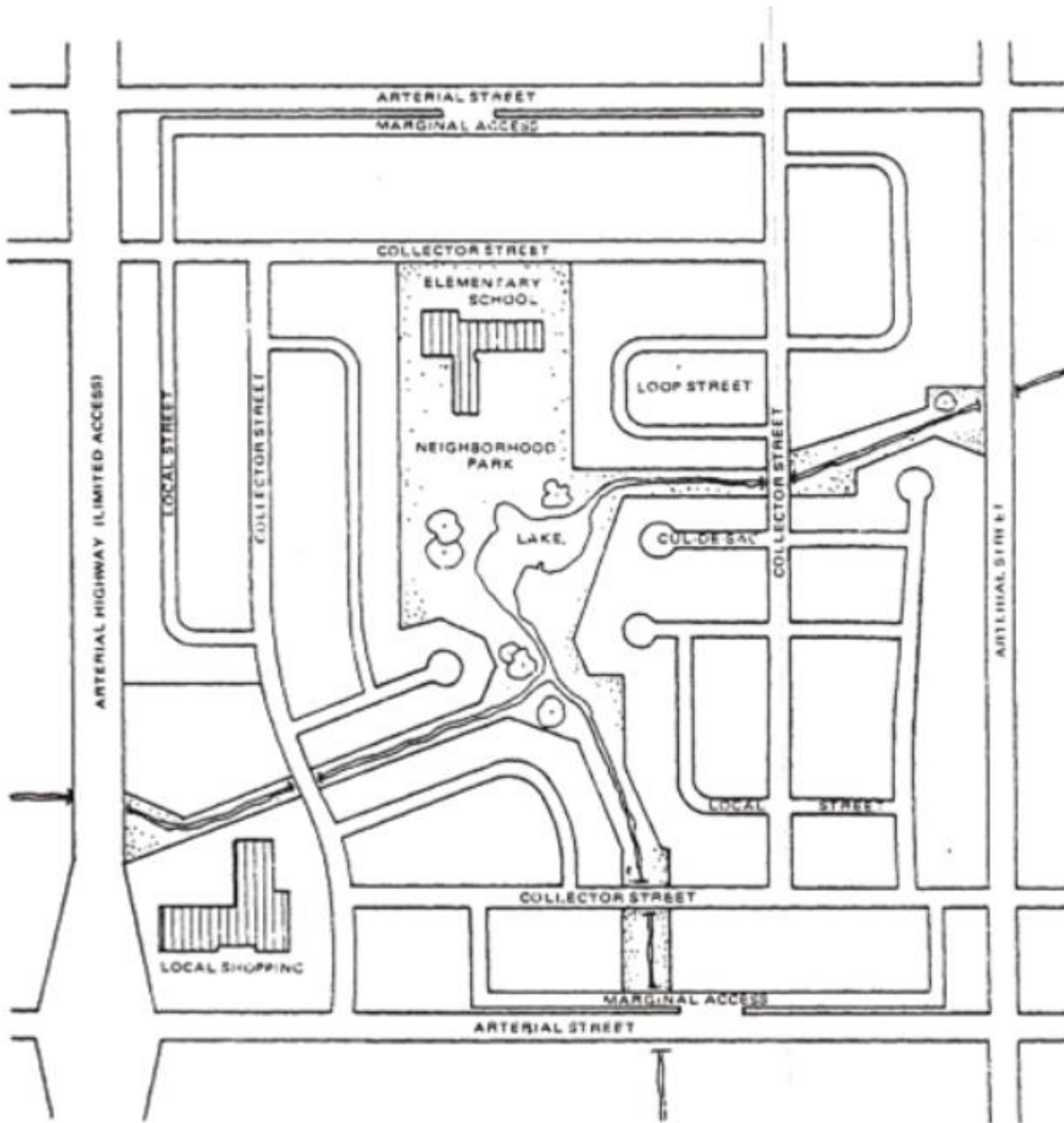


## BASEMENT & STORY

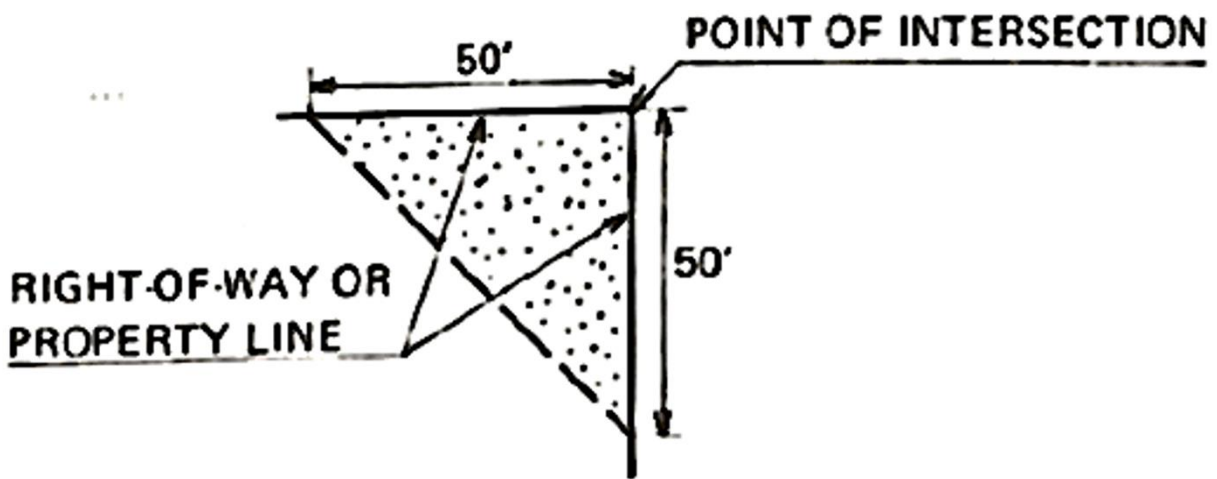


## FLOOD PLAIN TERMS



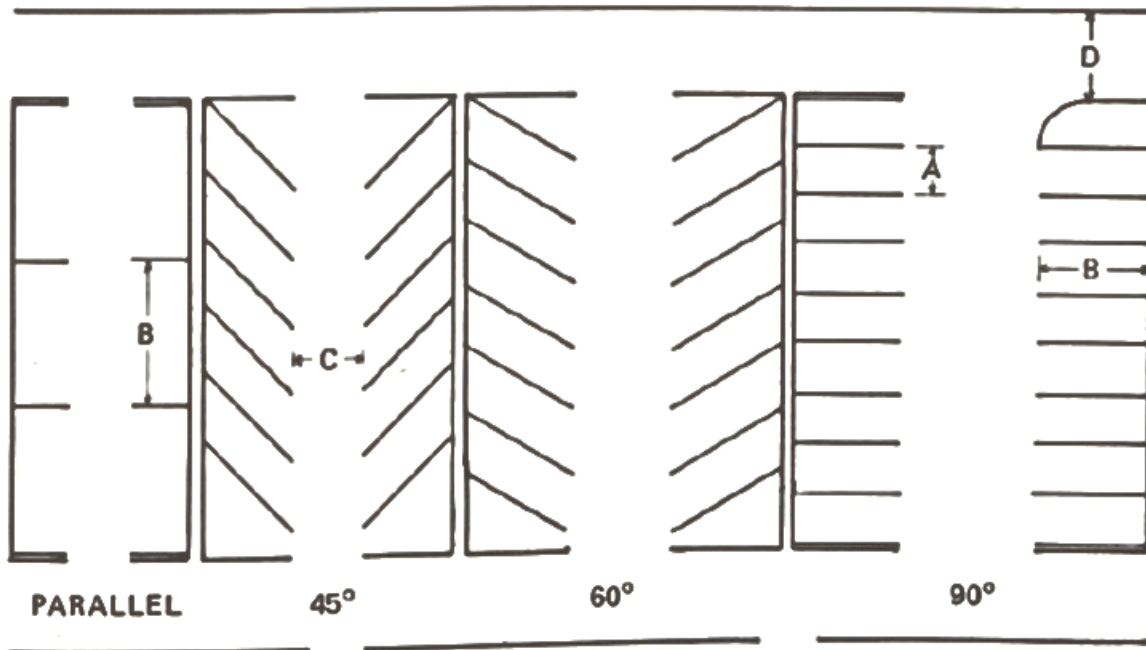


**CLASSIFICATION OF THE THOROUGHFARE SYSTEM**



## **VISIBILITY AT INTERSECTIONS**

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## OFFSTREET PARKING

OFF-STREET PARKING DIMENSIONAL TABLE

		45°	60°	90°	Parallel
A	Width of Parking Space	12'	10'	9'	9'
B	Length of Parking Space	19'	19'	19'	23'
C	Width of Driveway Isle	13'	17'6"	25'	12'
D	Width of Access Driveway	17'	14'	14'	14'



LN 980001

**FILED**

MAR 11 1998

CAROLYN COLLINS  
LOGAN COUNTY RECORDER

UNION TOWNSHIP ZONING RESOLUTION

LOGAN COUNTY, OHIO



CLERK'S OFFICE  
**UNION TOWNSHIP**  
4627 STATE ROUTE 508  
BELLEFONTAINE, OH 43311

February 8, 2007

At the regular meeting of the Union Township Trustees held on February 8, 2007, Mr. Joe King moved to change the minimum lot size to 3 acres with a minimum of 200 feet road frontage effective March 10, 2007. Mr. Steve Yoder seconded the motion. All trustees voted yes.

Sonya L. King, Fiscal Officer  
Union Township

STATE OF OHIO  
LINDA HANSON  
LOGAN COUNTY RECORDER 1P  
D 2007001744 Z UN/121  
PAM Date 03/13/2007 Time 13:18:56  
Recording Fees: 20.00

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## PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS: ENCOURAGING, REGULATING AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION AND USE OF STRUCTURES AND LAND: PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL, RECREATIONAL, AND PUBLIC AREAS: PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY IN RELATIONSHIP TO SURROUNDING PROPERTIES: LIMITING CONGESTION IN THE PUBLIC RIGHTS-OF-WAY: PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND: PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESOLUTION OR ANY AMENDMENT THERETO. ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE AND FOR THE REPEAL THEREOF.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO.

### ARTICLE I TITLE, INTERPRETATION AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the "Zoning Resolution of the Township of Union, Logan County, Ohio."

Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. The use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning permit or certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit however.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this Resolution shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date. All existing Resolutions shall, upon adoption of this Resolution, be replaced by this Resolution and this Resolution shall have full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.

## ARTICLE II DEFINITIONS

Interpretation of Terms or Words. For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.
4. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."
5. The word "lot" includes the words "plot" or "parcel."

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Agriculture. "Agriculture" includes farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and furbearing livestock; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber, pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but secondary to, such husbandry or production.

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable



vegetative cover is not maintained.

Aviation Field (Private). Any privately owned and operated, F.A.A. approved runway, landing area or other facility designed, used or intended to be used for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage facilities and tie-down areas, hangers and other necessary buildings and open spaces.

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams or girders.

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building, Manufactured. A manufactured building has the following features or characteristics: It is (1) mass produced in a factory; (2) designed and constructed for transportation to site with or without a chassis for installation and use when connected to required utilities; (3) either an independent, individual factory erected building or a module with two or more sides erected at the factory, for combination with other elements to form a building on the site.

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential

area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, supermarkets, etc.

Business, Drive-in. Any business, structure or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises. Some retail sales may be involved in connection with the service rendered.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services and clothing shops.

Chassis. The steel undercarriage, supporting framework to which a dwelling is permanently attached.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational, fraternal or recreational purpose primarily for the exclusive use of members and their guests.

Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit. A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. Gross Density. The number of dwelling units per acre of the total land to be developed.
2. Net Density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Dwelling. Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping



room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

Dwelling, Single-Family. A dwelling, except (Housing) Manufactured, consisting of single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Multi-Family. A dwelling, except (Housing) Manufactured, consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, (Housing) Manufactured. A manufactured building or portion of a building designed for long-term residential use. This category includes the following:

- (a) Modular Unit. A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a structure at the site.
- (b) Sectional Units. A dwelling made of two or more modular units transported to the homesite, put on a foundation, and joined to make a single dwelling.
- (c) Mobile Home. Manufactured housing built on a chassis. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, even when wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle.
- (d) Mobile Home, Double-Wide or Triple-Wide: A mobile home consisting respectively of two or three sections combined horizontally at the site to form a single dwelling, while still retaining their individual chassis for possible future movement.
- (e) Mobile Home, Expandable. A mobile home with one or more room sections that fold, collapse, or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.

This category does not include the sub-assembly methods of construction known as pre-fab or pre-cut, in which cases some portion of the preparation or sub-assembly may be done at the factory but not erected until at the foundation site.

STATEMENT OF INTENT FOR  
DWELLING (HOUSING), MANUFACTURED DEFINITION

Because terms for manufactured housing such as those listed in the above definition titled Dwelling, (Housing) Manufactured tend to change over the years, the purpose and intent of the definition is to draw a distinction between dwellings that are produced and erected in assembly line style at the factory, from those stick-built dwellings (see definition of Stick-built) in which a substantial amount of material and construction labor are brought together in final form at the foundation site. The above explanation is the spirit in which any future interpretation shall be made from this section, no matter what terms for manufactured housing are in vogue at any given time.

Dwelling, Rooming House (Boarding House, Lodging House, Dormitory). A dwelling or part thereof, other than a hotel, motel or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.

Essential Services. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more related persons occupying a single dwelling unit.

Farm. A farm is an area of land on which an agricultural product is produced that derives an income and has a cash marketable value for the landowner or tenant.

Farm Pond. A body of water smaller than a lake, located on a farm.

Floor Area of a Residential Building. The sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor area of a Non-Residential Building (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms.

Floor Area, Usable. Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

Food Processing. The preparation, storage or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

Gasoline Service Station. Buildings and premises where gasoline, oil, grease,



batteries, tires, and automobile accessories may be supplied and dispensed at retail.

Hazardous Wastes. Means those substances which, singly or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

Home Occupation. An occupation conducted in a dwelling unit, provided that: No more than one person other than members of the family residing on the premises shall be engaged in such occupation. The uses of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated and mounted flat against the wall of the principal building. No traffic shall be generated by such occupation in greater volume than would normally be expected in such a residential area and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Resolution.

Junk. "Junk" means old scrap, copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard. "Junk Yard" means an establishment or place of business which is maintained or operated, or any other land used, for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand feet of the nearest edge of the right-of-way of a highway or street.

Kennel. Any lot or premise on which dogs, cats, or other household pets are boarded, bred or exchanged for monetary compensation.

Lake. A body of fresh water of considerable size, surrounded by land.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For purposes of this Resolution, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other spaces as are herein required. Such

lot shall have frontage on an improved public street or road, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, complete lots of record and portions of lots of record, or of portions of lots of record;
4. A parcel of land described by metes and bounds.

However, in no case of diversion or combination shall any residential lot or parcel be created which does not meet the requirements of this Resolution.

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion at the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets or roads right-of-way lines shall be considered frontage, and yards shall be provided as indicated under "Yard" in this section. (Also see Lot Measurements, Width)

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:

1. Depth. The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and rearmost points of the side lot lines in the rear.
2. Width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except on cul-de-sac streets where it is measured at the setback line. (Also, see Lot Frontage)

Lot of Record. A lot which is part of a subdivision recorded in the office



of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots and through lots is as follows:

1. Corner Lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.
2. Interior Lot. A lot with only one frontage on a street.
3. Through Lot. A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.
4. Reversed Frontage Lot. A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Mining, Commercial Quarries, Sand and Gravel Pits. Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction.

Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park.

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure or use of land existing at the time

of enactment of this Resolution and which does not conform to the regulations of the district or zone in which it is situated.

Nursery, Nursing Home. A home or facility for the care and treatment of babies, children, pensioners or elderly people.

Nursery, (Greenhouse) Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic, financial or religious or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools and tennis courts and other recreational facilities that the zoning commission deems permissive. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or road or alley right-of-way.

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops and similar activities.

Pond. A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout. Ponds constructed by the first method are referred to as embankment ponds, and those constructed by the second method are referred to as excavated ponds.

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or non-profit.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, substations, water treatment plant or pump station, sewage disposal plant or pump station, communications facilities and/or equipment, electrical, gas, water and sewerage service and other similar public service structures or facilities whether publicly or privately owned; but excluding sanitary landfills.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.



Quasi-public Use. Churches, and other facilities of an educational religious, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck camper, and motor home.

Recreational Vehicle Park. A parcel of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Research, Development and Testing. Establishments, structures, facilities and areas devoted to research, product development and scientific testing whether in connection with the development of new products, the discovery of causes of product failure or malfunction, and specifically including without limitation the conduct of research, development and testing concerning: automotive, vehicular and other forms of transportation; engines, power products and equipment; production equipment; any and all other processes related to any of the foregoing; and improved highway facilities for vehicular traffic.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting, and drainage facilities, and may include special features required by the topography or treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Salvage Motor Vehicle. Means any motor vehicle which is in a wrecked, dismantled, or worn out condition, or unfit for operation as a motor vehicle.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. Sign, On-Premises. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. Sign-off-Premises. Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
3. Sign Illuminated. Any sign illuminated by electricity, gas or other artificial light including reflection or phosphorescent light.
4. Sign, Lighting Device. Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
5. Sign, Ground. Means a display sign supported by uprights or braces in or upon the ground surface.
6. Sign, Marquee. Means a display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
7. Sign, Pole. Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.



8. Sign, Projecting. Means a display sign which is attached directly to the building wall and which extends more than fifteen inches from the face of the wall.
9. Sign, Roof. Means a display sign which is erected, constructed and maintained above the roof of the building.
10. Sign, Temporary. Means a display sign, banner or other advertising device constructed on cloth, canvas, fabric or other light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.
11. Sign, Wall. Means a display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Service Station. Any building, structure, or land used for the dispensing and sale at retail of any automobile fuels, oils, or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work.

Solid Wastes. Means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, and slag and other substances which are not harmful or inimical to public health, and includes, but is not limited to, garbage, combustible and non-combustible material, street dirt, and debris. For purposes of this definition, "material from construction operations" and "material from demolition operators" are those items affixed to the structure being constructed or demolished, such as brick, stone, glass, wallboard, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.

Stick-built. A way of describing any structure built from boards of lumber and other building materials, in which a substantial amount of the required material and construction labor are brought together in final form at the foundation site.

Story. That part of a building between the surface of a floor and the ceiling immediately above.

Storage Facility. A structure which is partially open or fully enclosed in which animals, chattels or property are stored or kept.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences and billboards.

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. A pool, lake, pond or open tank containing at least 1.5 feet of

water at any point and maintained by the owner or manager. Farm ponds are exempt from this definition.

1. Private. Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.
2. Community. Operated with a charge for admission; a primary use.

Toxic or Hazardous Material. Means any substance or mixture by physical characteristic such as flammability, corrositivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein separately defined. Examples include: hotel, motel, and apartment hotel.

Transport Terminals. Any business, structure or premise which primarily receives or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the graded lot upward; provided, accessories,



ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. Yard, Front. A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.
2. Yard, Rear. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
3. Yard, Side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or land in accordance with the previously issued Zoning Permit.

Zoning Permit. A document issued by the zoning inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

### ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure or land be established or changed in use without a permit therefore, issued by the Zoning Inspector. Said permit shall be obtained before any county permits are obtained. Zoning permits shall be issued only in conformity with the provisions of this Resolution unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application For Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall clearly state that the permit shall expire and may be revoked if work has not begun within six months or substantially completed within one and one-half (1½) years. At a minimum, the application shall contain the following information:

1. Name, address and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;

6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be build upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

Section 302 Approval of Zoning Permit. Within ten (10) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provision of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within six months. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that he shall not issue a zoning permit for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within six months from the date of issuance thereof, said permit shall expire; it shall be revoked by the Zoning Inspector; and written notice thereof shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within one and one-half (1½) years of the date of issuance thereof, said permit shall expire and be

revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six months increments, not to exceed one and one-half years.

Section 310 Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises or both, or part thereof thereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefore by the Zoning Inspector stating that the proposed use of the building or land conforms to the requirements of this Resolution.

Section 311 Temporary Certificate of Occupancy. A temporary certificate of occupancy may be issued by the Zoning Inspector for a period not exceeding six months during alterations or partial occupancy of a building pending its completion.

Section 312 Record of Zoning Permits and Certificates of Occupancy. The Zoning Inspector shall maintain a record of all zoning permits and certificates of occupancy and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit or Certificate of Occupancy. Failure to obtain a zoning permit or certificate of occupancy shall be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction And Use To Be As Provided In Applications, Plans, Permits, and Certificates. Zoning permits or certificates of occupancy issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor. Any person who violates this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one hundred (100) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in the County by the legal representative of the township, in the name of the township and for the use thereof. Each day such



violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure for zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.



#### ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where

demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Section 540 through 549.

Section 431 Non-Conforming Lots of Record in Combination. If two or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided:

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land.



Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provision:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two months of the time of destruction.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is moved.

Section 456 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but no such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;
4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed;



5. When a non-conforming use of a structure, or structure and land in combination is discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), the structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located;
6. Where non-conforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this Resolution shall not be deemed a non-conforming use in such district, but shall without further action be considered a conforming use.



## ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. He may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, he shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any other action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action on zoning and certificate of occupancy permits and such similar administrative duties as are permissible under the law.

Section 510 Proceedings of Zoning Commission. The Commission shall adopt

rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Zoning Commission and Its Duties. A Township Zoning Commission is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4) and five (5) year terms. Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

The Commission shall have the following duties: (1) Initiate proposed amendments to this Resolution; and (2) Review all proposed amendments to this Resolution.

Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse or affirm wholly or partly, or modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from whom the appeal is taken. A concurring vote of at least three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purposes of this Resolution the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by

the Zoning Inspector;

2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township from appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to the procedures and requirements of Section 541-549, inclusive, of this Resolution. As specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any office or bureau of the legislative authority of the Township affected by a decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him that by reason of facts stated in the application, a



stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Inspector from whom the appeal is taken and on due cause shown

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in specific cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in unnecessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicants;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards;
  - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
  - b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
  - c. That special conditions and circumstances do not result from the actions of the applicant;
  - d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have been met by the applicant.

Section 545 Supplementary Conditions and Safeguards. Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Resolution in the District involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district. In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within twenty (20) days after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing in Newspaper. Before holding the public hearing required in Section 546, notice of such hearing shall be given in one newspaper of general circulation in the township at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices published in newspapers as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements For Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-568, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562-568, inclusive.



Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
3. Will not be hazardous or disturbing to existing or future neighboring uses;
4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
6. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
7. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice in a newspaper, and give written notice to all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 566, the Board shall either approve, approve with supplementary conditions as specified in Section 565, or disapprove the application as presented. If the application is approved or approved with modifications, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the application is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if such conditionally permitted use has not been instituted or utilized within one (1) year of the date on which the permit was issued, or if for any reason such use shall cease for more than six (6) months. Change of ownership shall have no effect on the validity of the conditional use.

## ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This Resolution may be amended utilizing the procedures specified in Sections 601-611, inclusive of this Resolution.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:



1. Name address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (ten) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code, as amended.

Section 605 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Commission may proceed as required by law, however, the township trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the trustees that he shall proceed to acquire the land needed, then the trustees shall refuse to approve the rezoning. If the Director of Transportation notifies the trustees that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the trustees shall proceed as required by law.

Section 606 Recommendation by Zoning Commission. After complying with all the requirements of Chapter 519.12 of the Ohio Revised Code, the Zoning Commission shall transmit its recommendation to the Township Trustees. The Zoning Commission may recommend that the amendment be granted as requested, or it may

recommend a modification of the amendment requested, or it may recommend that the amendment be denied.

Section 607 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the township trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section 608 Notice of Public Hearing in Newspaper. Notice of the public hearing required in Section 607 shall be given by the township trustees in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section 610 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section 607, the township trustees shall either adopt or deny the recommendation of the zoning commission, or adopt some modification thereof. In the event the trustees denies or modifies the recommendation of the zoning commission, it must do so by a unanimous vote.

Section 611 Effective Date and Referendum. Such amendment adopted by the trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the adoption of the amendment there is presented to the trustees a referendum petition, which is filed in accordance with Section 519.12 of the Ohio Revised Code as amended.



ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map. The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map. The Official Zoning Map shall be identified by the signature of the chairman of the Board of Township Trustees and attested to by the Clerk.

Section 720 Interpretation of District Boundaries. Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines, such center lines, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2. Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and such distance therefrom as indicated on the Official Zoning Map. If no distance is given, such dimensions shall be determined by the use of the scale shown on the Map.

Section 730 Replacement of the Official Zoning Map. In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the township trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct drafting errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the chairman of the trustees, attested to by the township clerk, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted     (date)     as part of the Zoning Resolution of Union Township, Logan County, Ohio.

## ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS

Section 800 Intent. The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1). The purpose of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the county's Subdivision Regulations (A major plat consists of 6 or more lots). Some residential, commercial and industrial development may be permitted as Conditional Uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Department regulations. Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

Section 811 Low Density Residential District (R-1). The purpose of the low density residential district is to provide land for single family dwelling units not to exceed four dwellings per acre with a central sewage system. If a central sewage system is not available, then the minimum lot size shall be 40,000 square feet exclusive of road right-of-way. This district shall also include land that is subdivided which requires a major plat under the county's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

## ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted by the Board of Zoning Appeals.

1. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall be erected or altered:
  - a. to provide for greater height or bulk;
  - b. to accomodate or house a greater number of families;
  - c. to occupy a greater percentage of lot area;
  - d. to have narrower or smaller rear yards, front yards, side yards, or other open spaces;
3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.



Section 910 Official Schedule of District Regulations. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations."

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

ZONING DISTRICTS

(Symbols as used on the Official Zoning Map)

PERMITTED USES

(Accessory Uses and essential services are included)

CONDITIONAL USES

(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)

1

2

3

<p>U-1 Rural</p>	<p>Orchards; Agriculture; Very low density residential; Public &amp; quasi-public uses; Nursery (greenhouse), tree &amp; plant; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Tractor &amp; implement sales &amp; service; Offices; Veterinary animal hospital or clinic; Kennel; Home occupation; Commercial &amp; non-commercial recreation; Service business; Mineral extraction; Light manufacturing; Personal services; (Dwelling, (Housing) Manufactured-mobile home); Craft &amp; hobby shop; Manufactured dwelling (Housing) -Mobile Home Park;</p>
<p>R-1 Low Density Residential</p>	<p>Dwelling, Single-family; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Home occupation; Service business; Personal services; Offices;</p>

<u>MINIMUM LOT SIZE</u> (square feet per household)			<u>FRONTAGE</u> (Width)	<u>MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED</u> (Principal and Accessory Buildings)	<u>MINIMUM FLOOR AREA</u> (Square Feet)	<u>MAXIMUM HEIGHT OF</u> (Principal Buildings) <u>Stor-</u> <u>ies</u> <u>Feet</u>	<u>MINIMUM YARD DIMENSIONS (Ft.)</u> Front Side Rear			
With On-Site Sewage Treatment	With Group or Central Sewage Treatment	(Feet)					<u>Yards</u>			
4	5	6	7	8	9	10	11	12	13	14
							One Side Yard	Sum of Side Yards		

U-1	40,000-----	150	25	1,000*	2½	35	50	20	40	30
R-1	40,000-----	150	25	1,200	2½	35	50	20	40	30
	10,800--	80					(35)	(10)	(20)	(30)

ACCESSORY BUILDINGS

Maximum Minimum  
Height Distance  
(feet) in feet to

Side Rear  
Lot Lot  
Line Line

MINIMUM (MANDA-  
TORY) OFF-  
STREET PARKING  
SPACE  
(One unit for  
each)

MINIMUM  
(MANDATORY  
OFF-STREET  
LOADING  
SPACE

SIGNS  
PER-  
MITTED

OTHER PROVI-  
SIONS AND RE-  
QUIREMENTS  
(Supplementary  
regulations,  
prohibitions,  
notes, etc.)

15 16 17 18 19 20 21

U-1

20

10

10

See Article XI

See Article  
XI

See Arti-  
cle XII

\*900 s.f. for  
mobile dwelling

R-1

15

10

10

"

"

"

Use parentheis  
figures if  
central sewer-  
age is used

## ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General. The purpose of the supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may be encountered.

Section 1001 Conversion of Dwellings to More Units. A residence may be converted to accommodate an increased number of dwelling units provided:

1. The yard dimensions, including minimum lot width still meet the yard dimensions required by the zoning regulations for new structures in that district in which the dwelling is located;
2. The lot area per family equals the lot area requirements for new structures in that district;
3. The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools. A private swimming pool, not including farm ponds, shall be any pool, lake, or open tank not located within a completely enclosed building and containing or normally capable of containing water to a depth at any point greater than one and one-half ( $1\frac{1}{2}$ ) feet. No such swimming pool, exclusive of portable swimming pools with a diameter less than 12 feet or with an area of less than 100 square feet shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:



1. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
2. It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than 10 feet to any property line of the property on which it is located.
3. The swimming pool or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from adjacent properties. Said fence or wall shall be not less than five (5) feet in height and maintained in good condition with a gate and lock.

Section 1003 Community or Club Swimming Pools. Community and club swimming pools are permitted as commercial or non-commercial recreation in accordance with the Official Schedule of District Regulations, and shall comply with the following conditions and requirements:

1. The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;
2. The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than thirty (30) feet to any property line;
3. The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.

Section 1004 Temporary Buildings. Temporary buildings, construction trailers, equipment and materials used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the zoning inspector.

Section 1005 Parking and Storage of Certain Vehicles. The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2. The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
3. The parking or storage, within any district, of a junked, dismantled or wrecked automotive vehicle or parts thereof which is in public view of any highway for a period of more than thirty (30) days shall be prohibited.

For purposes of this section, a junked, dismantled or wrecked automotive vehicle shall be one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways.

This section shall not apply to properly licensed junk yards and motor vehicle salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

Section 1010 Supplemental Yard and Height Regulations. In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011-1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings. On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two and one-half ( $2\frac{1}{2}$ ) and ten (10) feet above the center line grades of the intersecting streets or roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street or road lines fifty (50) feet from the point of intersection.

Section 1014 Yard Requirements for Multi-Family Dwellings. Multi-family dwellings shall be considered as one (1) building for the purpose of determining front, side and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than (40) feet to any lot line of a residential structure, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided.

Section 1016 Architectural Projections. Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side or rear yard.

Section 1017 Exceptions to Height Regulations. The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other

appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1020 Special Provisions for Commercial and Industrial Uses. No commercial or industrial use as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits are taken.

Section 1021 Fire Hazards. Any activity involving the permitted use or storage of flammable chemicals, petroleum products or explosive materials shall be protected by adequate fire-fighting and fire prevention equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.

Section 1022 Electrical Disturbance. No activity shall emit electrical disturbance adversely affecting the operation of any equipment at any point other than that of the creator of such disturbance. The disturbance must be due solely to the creator and not due to defective wiring, equipment etc., at the receiving point.

Section 1024 Water Pollution. Water pollution as defined or determined by the County Board of Health or the Ohio Environmental Protection Agency shall be subject to corrective measures, requirements and regulations as established by the Board of Health or the Ohio E.P.A.

Section 1025 Mining, Mineral, Sand and Gravel Extraction; Storage and Processing. The extraction, storage and processing of minerals shall be conducted in accordance with the requirements of Sections 1026 through 1032 inclusive.

Section 1026 Distance from Residential Areas. Mineral extraction, storage or processing shall not be conducted closer than 500 feet from any residential district, nor closer than 500 feet from any structure used for human occupancy in any other district.

Section 1027 Filing of Location Map. The operator shall file with the Zoning Inspector a location map which clearly shows areas to be mined and the location of adjacent properties, roads and natural features.

Section 1028 Information on Operation. The operator shall submit information on the anticipated depth of excavations and on depth and probable effect on the existing water table as coordinated with the Ohio Division of Water.

Section 1029 Restoration of Mined Area. The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.



Section 1030 Performance Bond. The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned on the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the zoning inspector that the restoration is complete and in compliance with the restoration plan.

Section 1031 Enforcement Provisions. The zoning inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with "No Trespassing" signs to discourage human injury to the general public.

Section 1032 Measurement Procedures. Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York; the Manufacturing Chemists' Association, Inc., Washington, D.C.; the United States Bureau of Mines and the Ohio Environmental Protection Agency.

Section 1040 Roadside Produce Stands. A building for the sale of home-grown produce may be located not less than twenty-five (25) feet from the highway right-of-way if it is a portable building. If portable, it shall be removed from its roadside location during the season that it is not in use as a roadside produce stand. A permanent structure for such use may be constructed, but shall be located not less than fifty (50) feet from the highway right-of-way line. Parking shall be provided off the highway right-of-way.

Section 1050 Storage of Toxic or Hazardous Materials. Except as exempted hereafter, the storage of toxic or hazardous materials, as determined by the Ohio Environmental Protection Agency, in quantities greater than 55 gallons liquid or 25 pounds dry weight for any one material shall be prohibited.

This section shall not apply to fuels stored in less than 1,100 gallon tanks that conform with the Ohio Fire Code for the purpose of heating buildings and located on site, nor to materials stored for one-site residential, industrial, commercial or agricultural purposes.

"Storage" when used in connection with this section, means the containment of hazardous materials, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of the material.

Section 1055 Satellite Television Antennas. A satellite television antenna is an antenna the purpose of which is to receive television or radio signals from orbiting satellites.

A satellite television antenna shall not be located in any front yard. Nor

shall it be located in any side yard closer to the building front setback line than the front of an adjoining residential structure, provided the adjoining residential structure is within 100 feet of the side lot line on which the antenna is proposed. Said antenna shall meet the minimum side and rear yard requirements for accessory structures and buildings.

Ground mounted satellite antennas in areas zoned residential shall not extend more than fifteen (15) feet above the ground, twenty (20) feet in all other zones. Roof mounted antennas shall be prohibited.

The satellite television antenna shall be constructed and anchored in such a manner to withstand wind forces up to 100 miles per hour.

Section 1060 Effective Screening of Junk Storage and/or Sales of Junk. Junk storage and/or sales of junk shall be effectively screened on all sides by means of walls, fences, or plantings. Walls or fences shall be a minimum of eight (8) feet in height with no advertising thereon. In lieu of such wall or fence, a strip of land not less than fifteen (15) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than six (6) feet in height may be substituted. Storage of materials shall not exceed the height of the screening. Storage of junk shall not be located in any front or side yard.

Section 1065 Garage, Porch, Yard or Similar Type Sales. A resident may conduct a garage, porch, yard or similar type sale provided such sale does not exceed one such event during any six (6) months period. No sale shall exceed three (3) consecutive days in length. Parking shall be provided off the public highway right-of-way; and off neighboring property unless consent is obtained from the affected neighbor to do so. All signs advertising such sales shall be removed immediately after the sale has concluded its duration.

Section 1067 Mobile Trailers Prohibited For Business, Storage and Sign Purposes. The use of a mobile home, tractor trailer, box car, or other similar type trailer, container or structure shall not be permitted as an office or business structure, storage facility or sign structure except as stated in Section 1004.



## ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

### Section 1100 General Requirements

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Space Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12)

feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of up to five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Section 1111 and 1130, together with driveways, aisles, and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas;

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments, or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and/or Landscaping. Whenever a parking area is located in or adjacent to a residential district it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. In the event that terrain or other natural features are such that the erection of such fence or planting screen will not serve the intended purpose, then no such fence or planting screen and landscaping shall be required.

Section 1119 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1120 Joint Use. Two or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

2. Fractional numbers shall be increased to the next whole number.
3. When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board upon an appeal from a decision of the Zoning Inspector.

## ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution "sign" does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. In no circumstance shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard or nuisance;
2. No sign shall be placed on the roof of any building;
3. No sign of any classification shall be installed, erected or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape.

4. All billboard signs shall be plainly marked with the name of the person, firm or corporation responsible for maintaining the sign;
5. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector proceed at once to put such sign in a safe and secure condition or remove the sign;
6. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than eight (8) square feet.
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1212 Signs Permitted in Business and Manufacturing Districts Requiring a Permit. The regulations set forth in this section shall apply to signs in the business and manufacturing districts and such shall require a permit.

1. In a business or manufacturing district, each business shall be permitted one flat or wall on-premises sign. Projection of wall signs shall not exceed two feet measured from the face of the main building. The area of all permanent on-premises signs for any single business enterprise may have an area equivalent to one and one-half (1½) square feet of sign area for each lineal foot of building width, or part of a building, occupied by such enterprise but shall not exceed a maximum area of one hundred (100)



square feet.

2. In a business or manufacturing district, one off-premises sign with a total area not exceeding three hundred (300) square feet may be permitted at a single location. Off-premises signs visible to approaching traffic shall have a minimum spacing of not less than two hundred (200) feet. Off-premises signs shall conform to all applicable yard and height regulations for the appropriate zoning district. Off-premises wall signs shall have all structural and supporting members concealed from view.

Section 1220 Temporary Signs. Temporary signs not exceeding sixty-four (64) square feet in area, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period of sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202, the setback requirements in Sections 1240-1243 and, in addition, such other standards deemed necessary to accomplish the intent as stated in Section 1200.

Section 1221 Free-Standing Signs. Free-standing on-premises signs not over thirty (30) feet in height, having a maximum total sign area of one hundred (100) square feet per display area and located not closer than fifteen (15) feet to any adjoining lot line may be placed to serve a business or group of business establishments. There shall be only one free-standing sign for each building, regardless of the number of businesses conducted in said building.

Section 1222 Wall Signs Pertaining to Non-Conforming Uses. On-premises wall signs pertaining to a non-conforming use shall be permitted on the same premises of such use, provided the area of such sign does not exceed twelve (12) square feet.

Section 1230 Political Signs. No political sign shall be posted in any place or in any manner that is destructive to public property upon posting or removal. No political sign shall be posted more than sixty (60) days before an election. All candidates for public office, their campaign committees, or other persons responsible for the posting on public property of campaign material shall remove such material within two (2) weeks following election day.

Section 1240 Sign Setback Requirements. Except as modified in Sections 1241 & 1243, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half ( $\frac{1}{2}$ ) foot but need not exceed one hundred (100) feet.

Section 1243 Setbacks for Public and Quasipublic Signs. Real estate signs and bulletin boards for a church, school or any other public, religious or education institution may be erected not less than ten (10) feet from the

established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulation of signs along primary highways shall conform to the requirements of the Ohio Revised Code, Chapter 5316 and the regulations adopted pursuant thereto.

Section 1251 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

ARTICLE XIII (MANUFACTURED DWELLING (HOUSING) - MOBILE HOME PARKS) AND  
(MANUFACTURED DWELLING (HOUSING) - MOBILE HOMES INDIVIDUALLY)

Section 1300 Intent. It is the intent of this Article to regulate the location of, and to encourage, stabilize and protect the development of well-planned mobile home parks if one is proposed after the adoption or amendment of this Resolution.

Section 1310 Approval Procedures. Mobile home parks shall be permitted only as a Conditional Use in the U-1 District and shall be developed according to the general standards and regulations stated and referenced in Article 13.

Section 1320 General Standards for Mobile Home Parks. A new or expanded mobile home park shall:

1. be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
2. not be hazardous or detrimental to existing or future neighboring uses;
3. be served adequately by essential public facilities and services such as highways, police and fire protection, drainage, refuse disposal, etc.; or that the persons or agencies responsible for the establishment of the proposed park shall be able to provide adequately any such needed services;
4. be consistent with the intent and purpose of this Resolution;

5. have vehicular approaches to the property which shall be so designed as not to create an interference with the traffic on surrounding public highways;
6. not result in the destruction, loss or damage of natural features of major importance.

Section 1330 Mobile Home Park Requirements. Mobile home parks shall be developed in accordance with the requirements of Chapter 37-1-27 of the Ohio Sanitary Code adopted by the Public Health Council under the authority of the Ohio Revised Code, Section 3733 and as amended.

Section 1341 Mobile Homes Individually. The following requirements shall apply to mobile home dwellings that are placed upon an individual lot. Mobile home dwellings are a Conditional Use in the U-1 District only.

1. Individual mobile homes shall have, using accepted industry measurement standards, a minimum area of nine hundred (900) square feet of floor area.
2. The mobile home's tongue(s), axle(s) and wheels shall be removed and the home shall be placed upon a permanent concrete foundation which is below the frost line and is in accordance with the County Auditor's current requirement for real estate tax purposes and which includes at least two tie-down rings.
3. The mobile home shall be skirted entirely enclosing the bottom section, within ninety (90) days after its placement. Skirting shall be constructed of vinyl, aluminum or other suitable material that is designed specifically for skirting.
4. The mobile home shall be landscaped with lawn and shrubbery within one hundred sixty (160) days after its placement.
5. The mobile home shall: (1) not be increased in floor area by any means of construction except with a unit specifically designed and constructed by the mobile home manufacturer; (2) not be covered with an additional roof structure.
6. The mobile home lot shall have an accessory structure thereon with minimum dimensions of 8 x 12 feet for storage purposes. It shall be located in the side or rear yard.



1-12-98  
Date Adopted

Sonyia L. King, Clerk  
Attest: Clerk, Board of Trustees

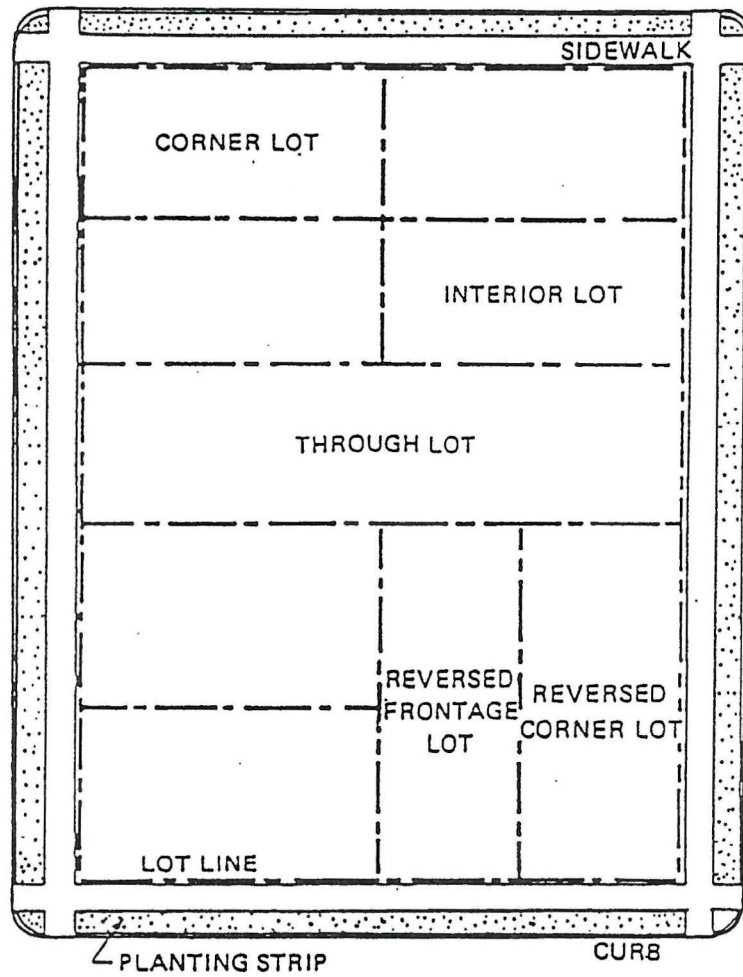
Mark D. Ward  
Chairman, Board of Trustees

James K. Bell  
Member

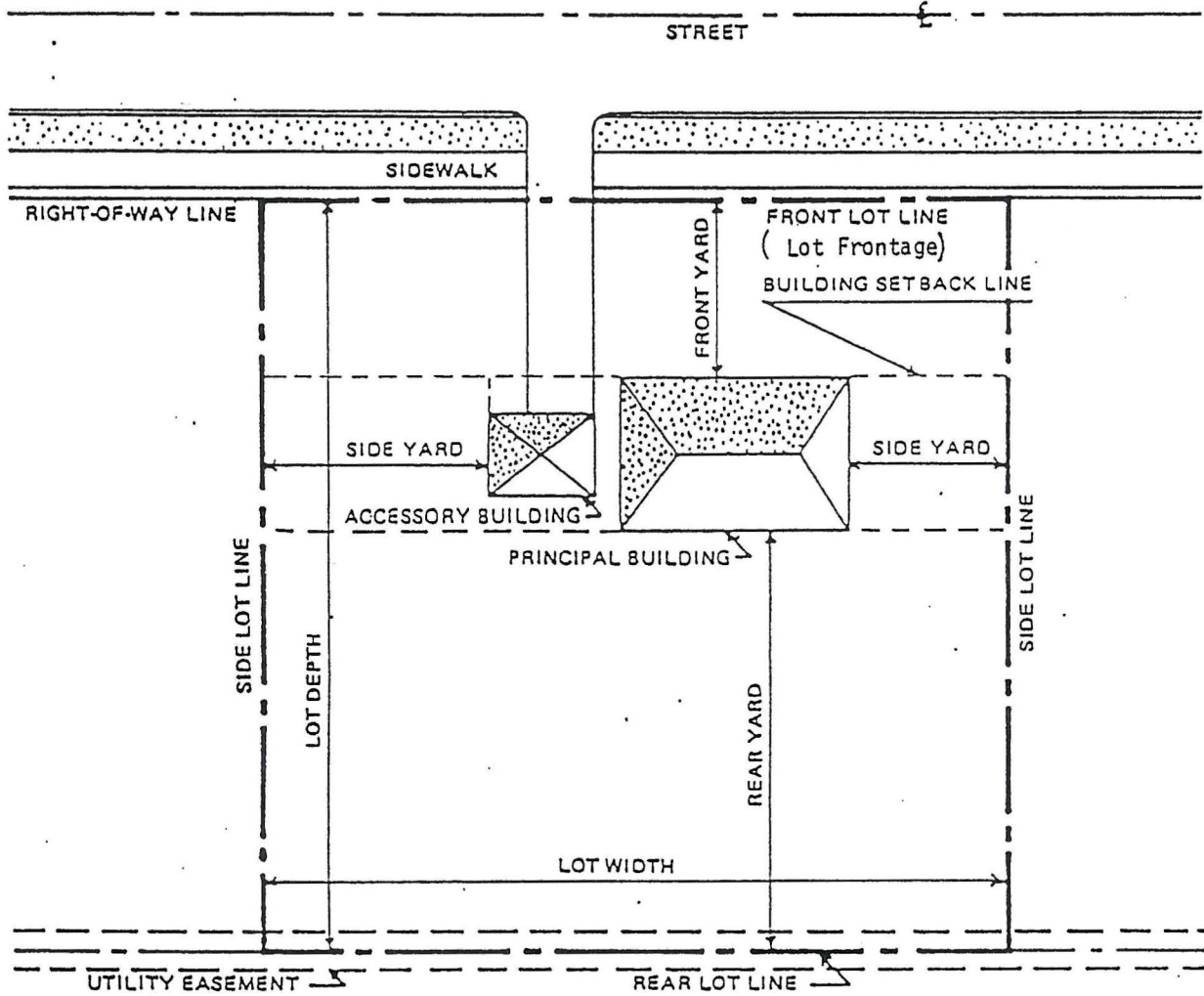
Richard L. Harmon  
Member



**STREET**



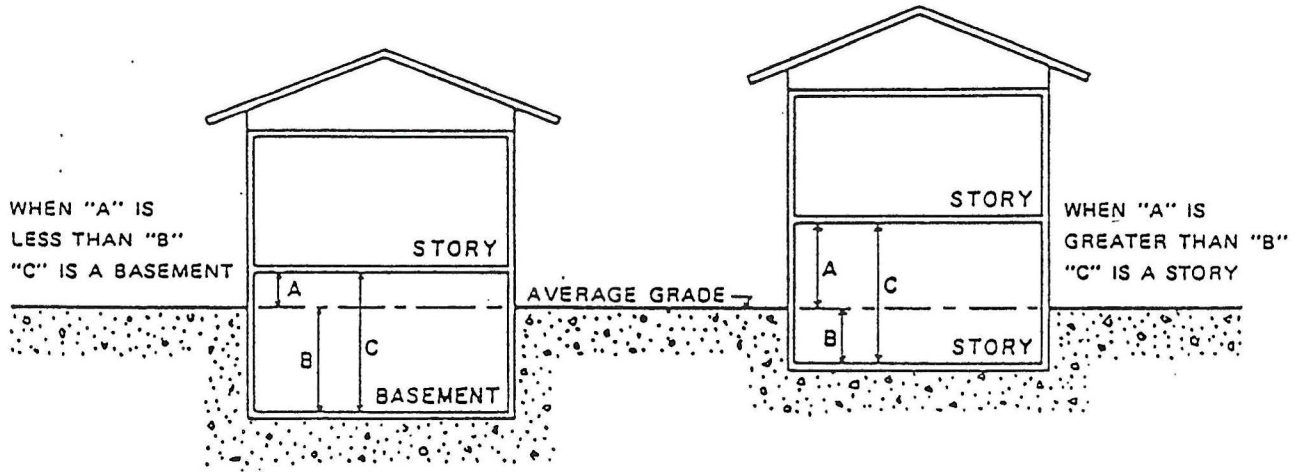
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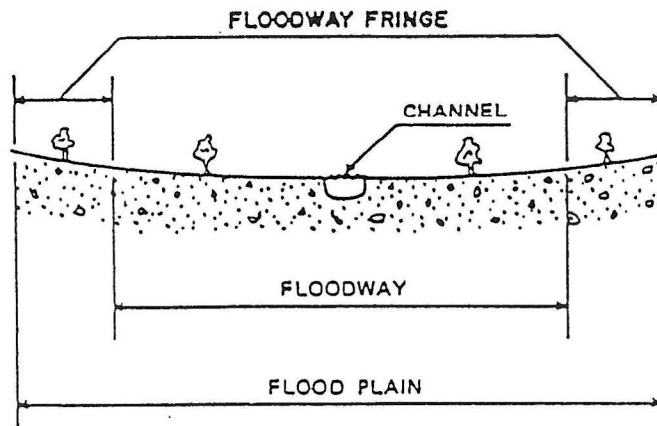
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LOT COVERAGE= PER CENT OF LOT OCCUPIED  
BY BUILDING

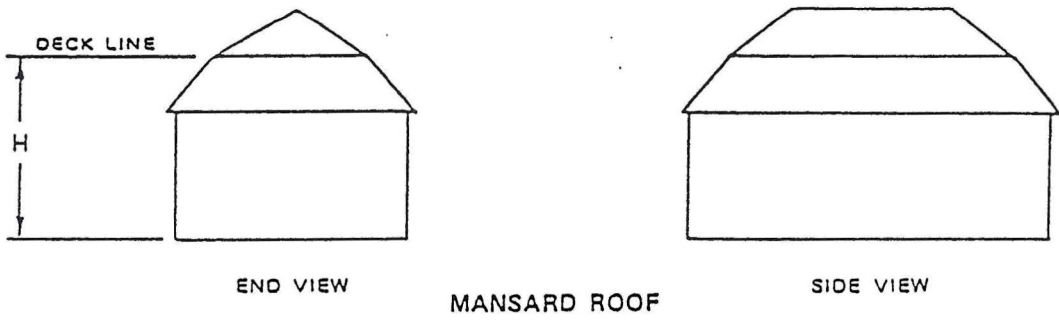
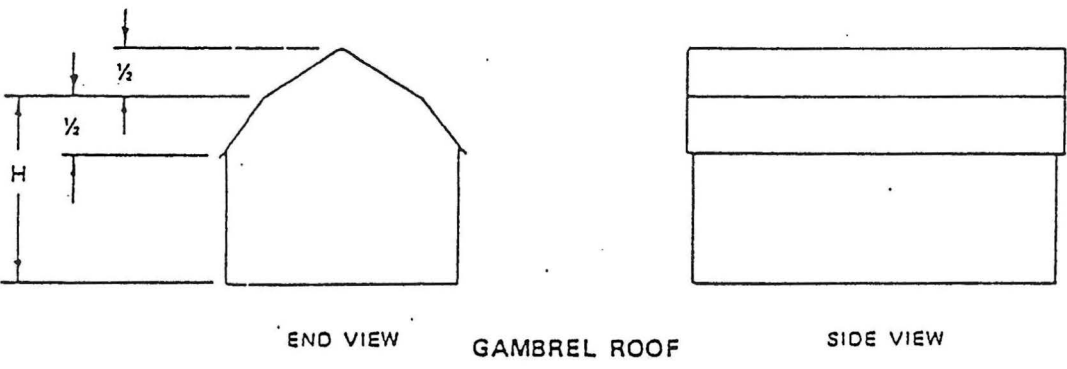
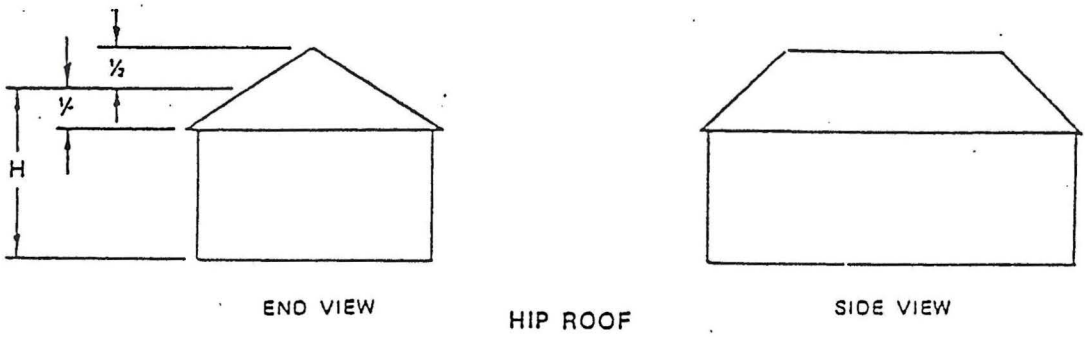
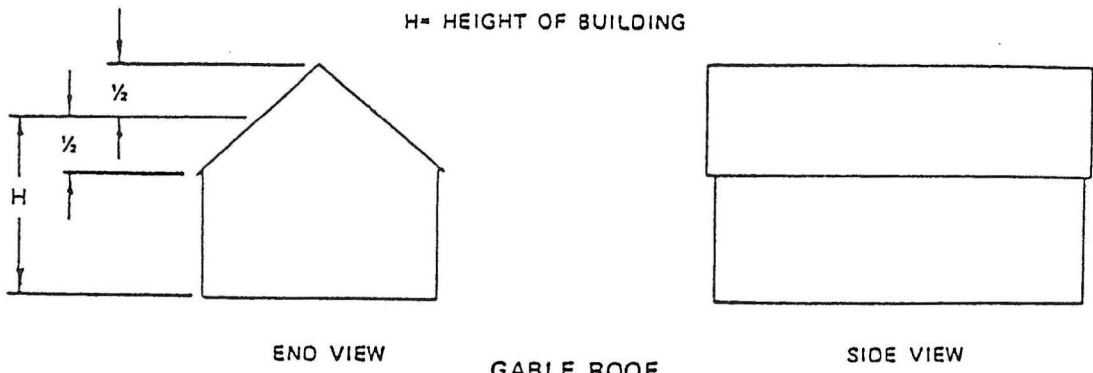
## LOT TERMS



## BASEMENT & STORY



## FLOOD PLAIN TERMS



# ROOF TYPES AND BUILDING HEIGHT

**Date of Request.**

January 23, 2024

Logan-Union-Champaign Regional Planning Commission  
c/o Aaron Smith  
PO Box 219  
East Liberty, OH 43319  
[aaronsmith@lucplanning.com](mailto:aaronsmith@lucplanning.com)

**RE: Zoning Text Amendment Application, Union Township, Logan County**  
Amendment topic: Zoning Resolution Update – Miscellaneous topics

Dear LUC Regional Planning Commission Committee Members:

The Union Township Zoning Commission met at 7:00 PM on January 23, 2024. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

**Description of Zoning Text Amendments.**

Included with this cover letter, you will find a copy of the proposed zoning text. (please refer to these attachments for further information). The amendments span the entirety of the Zoning Resolution and address a diverse range of topics.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are **bolded** and ~~struck~~. Please refer to these attachments for further information.

**Public Hearing.**

The Union Township Zoning Commission of Logan County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 P M on February 20, 2024 in the Union Township Hall.

**Point of Contact.**

Please consider me, DAVE LINK, the Township's point of contact for this matter.  
My contact information is below:

Address: 3723 SR 508 City/Zip: BELLE FORTAIN, OH 4573

Phone: 937-605-1606 Email: dave@linkconstructiongroup.com

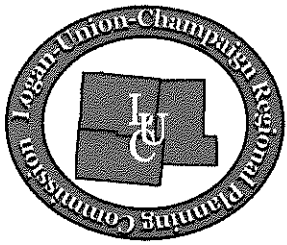
Sincerely,



**Attachments.**

1. Proposed Zoning Resolution Text Amendments





**Zoning Text Amendment Checklist**

Date: 1/23/24 Township: Union

Amendment Title: Zoning Resolution Update / Miscellaneous

**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 Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text 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 (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 Text 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"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

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

# Union Township Logan County, Ohio

## Zoning Resolution

Amendment

This version: Amended and restated to reflect amendments adopted \_\_\_\_\_, 20\_\_.

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## PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS: ENCOURAGING, REGULATING, AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION, AND USE OF STRUCTURES AND LAND: PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL, RECREATIONAL, AND PUBLIC AREAS: PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY IN RELATIONSHIP TO SURROUNDING PROPERTIES: LIMITING CONGESTION IN THE PUBLIC RIGHT-OF-WAY: PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND: PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREAFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESOLUTION OR ANY AMENDMENT THERETO. ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE AND FOR THE REPEAL THEREOF.

THEREFORE, BE IN RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO.

### ARTICLE I TITLE, INTERPRETATION AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the “Zoning Resolution of the Township of Union, Logan County, Ohio.”

~~Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. The use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning permit or certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit however.~~

~~Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. It is the intent of this Resolution to be and remain in compliance with ORC 519.21 *Powers not conferred on township zoning commission by chapter.* ORC 519.21 is a statute, created and maintained by the State, which limits the authority of townships and establishes what is commonly referred to as the “agriculture exemption”. How ORC 519.21 impacts this Resolution is described herein.~~

~~This Resolution does not affect the use of any land for agricultural purposes, or the construction or use of buildings or structures incident to the use for agricultural purposes of the land on which such buildings or structures are located and no zoning certificate shall be required for any such building or structure. (Residential dwellings do require a permit however.)~~

~~There are two conditions where the agriculture exemption does not apply. 1) In any platted subdivision; and, 2) In any area consisting of fifteen or more lots approved under ORC 711.131 that~~

are contiguous to one another, or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road. When either of these two conditions exist, the requirements of this Resolution apply to:

1. Agriculture on lots of one acre or less; and
2. Buildings or structures incident to the use of land for agricultural purposes on lots greater than one acre but not greater than five acres by: setback building lines, height, and size; and
3. Dairying and animal and poultry husbandry on lots greater than one acre but no greater than five acres when at least thirty-five percent of the lots in the subdivision are developed with at least one building, structure, or improvement that is subject to real property taxation or that is subject to the tax on manufactured and mobile homes. After thirty-five percent of the lots are so developed, dairying and animal and poultry husbandry shall be considered nonconforming.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this Resolution shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions, or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date. All existing Resolutions shall, upon adoption of this Resolution, be replaced by this Resolution and this Resolution shall have full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.



## ARTICLE II DEFINITIONS

Interpretation of Terms or Words. For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word “person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. The word “shall” is a mandatory requirement. The word “may” is a permissive requirement, and the word “should” is a preferred requirement.
4. The word “used” or “occupied” include the words “intended, designed, or arranged to be used or occupied.”
5. The word “lot” includes the words “plot” or “parcel.”

Where terms or words are not defined, they shall have their ordinary accepted meanings.

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult Entertainment Facilities: A facility having a significant portion of its function as adult entertainment which includes the following listed categories:

1. Adult Bookstore. An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or relating to “specified sexual activities” or “specified anatomical areas” as herein defined or an establishment with a segment or section devoted to the sale or display of such material.
2. Adult Booth. Any area of a sexually oriented business establishment or tattoo parlor set off from the remainder of such establishment by one or more walls, other dividers, or partitions and used to show, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
3. Adult Material. Any of the following whether new or used:
  - a. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
  - b. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, description of “specified anatomical areas”, or the conduct or simulation of “specified sexual activities”.
  - c. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with “specified sexual activities” or that depict or describe “specified anatomical areas”.
4. Adult Mini Motion Picture Theatre. A facility with a capacity for less than fifty (50) persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.

5. Adult Motion Picture Theatre. A facility with a capacity of fifty (50) or more persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.
6. Adult Entertainment Business. Any establishment involved in the sale, services, or products characterized by the exposure or presentation of “specified anatomical areas” or physical contact of live males or females, and which is characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons. Services or products included within the scope of adult entertainment business are photography, dancing, reading, massage, and similar functions which utilize activities as specified above.

Agriculture. includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and furbearing livestock; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber, pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but secondary to, such husbandry or production.

Agritourism related definitions:

1. Agricultural Production. Commercial animal or poultry husbandry, aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth; land devoted to biodiesel production, biomass energy production, electric or heat energy production, or biologically derived methane gas production if the land on which the production facility is located is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use, provide that at least fifty per cent of the feedstock used in the production was derived from parcels of land under common ownership or leasehold. Agricultural production includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five per cent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Revised Code.
2. Agritourism. An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.

3. Agritourism Provider. A person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.
4. Farm. Land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.

Airport. Any runway, land area or other facility designed or used either publicly or privately by any person for the landing and taking-off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings, and open space.

Alterations, Structural. Any changes in the supporting members of a building such as bearing walls, columns, beams or girders.

Apartment. A portion of a building comprising a single dwelling unit consisting of a room or suite of rooms intended, designed, or used as a permanent residence by an individual or one family.

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable vegetative cover is not maintained.

~~Aviation Field (Private). Any privately owned and operated, F.A.A. approved runway, landing area or other facility designed, used, or intended to be used for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage facilities and tie-down areas, hangars and other necessary buildings and open spaces.~~

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

Automotive Service Station. That portion of property where flammable or combustible liquids or gases used as fuel are stored and dispensed from fixed equipment into fuel tanks of motor vehicles or provide electrical charging stations for electric motor vehicles. Accessory activities shall be permitted to include automotive repair, maintenance, car wash service, and food sales.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

~~Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams, or girders.~~

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Bed and Breakfast Establishment. A single family private residence that provides overnight accommodations and a morning meal to transients for compensation. The owner/operator of the

bed and breakfast must live full-time on the inn's premises. Bed and breakfast inns shall contain no more than six (6) separate guest rooms.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for a flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip, and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

~~Building, Manufactured. A manufactured building has the following features or characteristics: It is (1) mass produced in a factory; (2) designed and constructed for transportation to site with or without a chassis for installation and use when connected to require utilities; (3) either an independent, individual factory erected building or a module with two or more sides erected at the factory, for combination with other elements to form a building on the site.~~

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, grocery stores, supermarkets, etc.

Business, Drive-in. Any business, structure, or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises or which services and repairs appliances and machines used in homes and businesses. Some retail sales may be involved in connection with the service rendered.

Business, Shopping Center. Means a grouping of retail and service uses on a single site that is developed, owned, and managed as a unit with off-street parking a an integral part of the unit.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services, and clothing shops.

Campground, Commercial or Private. An area of land providing space for or containing two (2) or more recreational vehicles, camping tents, or other similar temporary recreational structures, where

they may be parked or erected for a continuous period of time not exceeding sixty (60) days. Campgrounds shall include any building, structure, tent, vehicle, or enclosure, used or intended for use as part of the equipment of such campground, and providing sewer, water, electric, or other similar facilities required to permit occupancy of such recreational vehicles or camping tents. Campgrounds are considered a recreation use.

Cemetery. Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes. Cemeteries may include any one or a combination of a burial ground for earth interments, a mausoleum for crypt entombments, a columbarium for the deposit of cremated remains, or a scattering ground for the spreading of cremated remains, if operated in connection with and within the boundaries of such cemetery.

Channel. A natural or artificial watercourse of perceptible extent with bed and banks to confine and conduct continuously or periodically flowing water.

Chassis. The steel undercarriage, supporting a framework to which a dwelling is permanently attached.

Child Day Care. Care provided for any part of the twenty-four hour day for infants, toddlers, preschool children, and school children outside of school hours by parties other than their parents or guardians, custodians or relatives by blood, marriage, or adoption, in a place or residence other than the child's own home. Places of worship during religious services are not included.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literacy, political, educational, fraternal, or recreational purpose primarily for the exclusive uses of members and their guests.

Community Facilities. Structures and uses intended to be of a cultural, educational, recreational, administrative, or service type which provides for areas of public purposes in higher density residential developments.

Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit. A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.



Condominium. An ownership arrangement whereby an individual holds title to an individual unit and joint ownership in common property and/or facilities under provisions of Chapter 5311 of the Ohio Revised Code.

Construction Trailer. A temporary building or trailer used in conjunction with construction work that only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. A construction trailer shall not be used as a residential dwelling.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. Gross Density. The number of dwelling units per acre of the total land to be developed.
2. Net Density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Detached. Not connected in any manner by walls or other structured supports.

Dwelling. Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

~~Dwelling, Single Family. A dwelling, except (Housing) Manufactured, consisting of single dwelling unit only, separated from other dwelling units by open space.~~

~~Dwelling, Multi Family. A dwelling, except (Housing) Manufactured, consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.~~

~~Dwelling, (House) Manufactured. A manufactured building or portion of a building designed for long term residential use. This category includes the following:~~

- ~~(a) Modular Unit. A factory fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a structure at the site.~~
- ~~(b) Sectional Units. A dwelling made of two or more modular units transported to the homesite, put on a foundation, and joined to make a single dwelling.~~
- ~~(c) Mobile Home. Manufactured housing built on a chassis. A mobile home shall be constructed to remain a mobile home, subject to all regulations applying thereto, even when wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle.~~
- ~~(d) Mobile Home, Double Wide or Triple Wide. A mobile home consisting respectively of two or three sections combined horizontally at the site to form a single dwelling, while still retaining their individual chassis for possible future movement.~~

~~(c) Mobile Home, Expandable. A mobile home with one or more room sections that fold, collapse, or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.~~

~~This category does not include the sub-assembly methods of construction known as pre-fab or pre-cut, in which cases some portion of the preparation or sub-assembly may be done at the factory but not erected until at the foundation site.~~

~~STATEMENT OF INTENT FOR  
DWELLING (HOUSING), MANUFACTURED DEFINITION~~

~~Because terms for manufactured housing such as those listed in the above definition titled Dwelling, (Housing) Manufactured tend to change over the years, the purpose and intent of the definition is to draw a distinction between dwellings that are produced and erected in assembly line style at the factory, from those stick-built dwellings (see definition of Stick-built) in which a substantial amount of material and construction labor are brought together in final form at the foundation site. The above explanation is the spirit in which any future interpretation shall be made from this section, no matter what terms for manufactured housing are in vogue at any given time.~~

Dwelling, Industrialized Unit. Pursuant to ORC 3781.06 (C) (3), "industrialized unit" means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. "Industrialized unit" includes unit installs on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. "Industrialized unit" does not include a manufactured home as defined herein or a mobile home as defined herein.

Dwelling, Manufactured Home. Pursuant to ORC 3781.06(C)(4), "manufactured home" means a building unit or assembly of closed construction that is fabricated in an off site facility and constructed in conformance with the Federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the Manufactured Housing Construction and Safety Standards Act of 1974, 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable Federal construction and safety standards.

Dwelling, Manufactured Home (Permanently Sited). Pursuant to ORC 3761.06(C)(6), "permanently sited manufactured home" means a manufactured home that meets all of the following criteria:

- a. The structure is affixed to a permanent foundation and is connected to appropriate facilities. "Permanent foundation" means permanent masonry, concrete, or a footing or foundation approved by the Ohio Department of Commerce pursuant to ORC 4781, to which a manufactured home may be affixed; and,
- b. The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of at least one thousand four hundred (1400) square feet; and,
- c. The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering; and,
- d. The structure was manufactured after January 1, 1995; and,
- e. The structure is not located in a manufactured home park as defined herein.

Dwelling, Mobile Home. Pursuant to ORC 4501.01 (O), “mobile home” means a building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined herein or as an industrialized unit as defined herein.

Dwelling, Multi-Family. A dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, Rooming House (Boarding House, Lodging House, Dormitory). A dwelling or part thereof, other than a hotel, motel, or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.

Dwelling Single-Family: A dwelling (except a manufactured home not permanently sited or a mobile home) consisting of a single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Tiny Home. A dwelling that is 400 square feet or less in floor area excluding lofts. A loft within a tiny home is a floor level located more than 30 inches above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches and used as a living or sleeping space.

Essential Services. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more ~~related~~ persons occupying a single dwelling unit and living as a single housekeeping unit.

Farm Market. A building or structure designed, used, or intended to be used for the display and/or sale of produce, raised on farms owned or operated by the farm market operator. Fifty (50) per cent or more of the gross income received from the market must be derived from produce raised on farms owned or operated by the market operator in a normal crop year.

Farm Pond. A body of water smaller than a lake, located on a farm.

Floor Area. The sum of the gross horizontal areas of each floor of the principal building, measured from the exterior walls or from the centerline of party walls, including the floor area of accessory buildings and structures.

Floor Area of a Residential Building. The sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached

garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor area of a Non-Residential Building (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms.

~~Floor Area, Usable. Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.~~

Food Processing. The preparation, storage, or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

~~Gasoline Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail.~~

Hazardous Wastes. Means those substances which, singly, or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

~~Home Occupation. An occupation conducted in a dwelling unit, provided that: No more than one person other than members of the family residing on the premises shall be engaged in such occupation. The uses of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated and mounted flat against the wall of the principal building. No traffic shall be generated by such occupation in greater volume than would normally be expected in such a residential area and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Resolution. A use which is an activity, profession, occupation, service, craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit without any significant adverse effect upon the surrounding neighborhood.~~

Hospital. An institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities and staff offices that are an integral part of the facility.

Junk. “Junk” means old scrap, copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard. “Junk Yard” means an establishment or place of business which is maintained or operated, or any other land used, for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand feet of the nearest edge of the right-of-way of a highway or street.

Kennel. Any lot or premise on which dogs, cats, or other household pets are boarded, bred, or exchanged for monetary compensation.

Lake. A body of fresh water of considerable size, surrounded by land.

Litter. ~~Garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, or anything else of an unsightly or unsanitary nature thrown, dropped, discarded, placed, or deposited by a person on public property, private property, or in or on waters of the state.~~

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For purposes of this Resolution, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area for one principal use together with its accessory buildings and to provide such yards and other spaces as are herein required. Such lot shall have frontage on an improved public street or road, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, complete lots of record and portions of lots of record, or of portions of lots of record;
- ~~4. A parcel of land described by metes and bounds.~~

~~However, in no case of diversion or combination shall any residential lot or parcel be created which does not meet the requirements of this Resolution.~~

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion at the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets or roads right-of-way lines shall be considered frontage, and yards shall be provided as indicated under “Yard” in this section. (Also see Lot Measurements and Width)

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:



1. Depth. The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and rear-most points of the side lot lines in the rear. No lot containing ten (10) acres or less in area shall have a depth which is more than four (4) times its width.
2. Width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except of cul-de-sac streets where it is measured at the setback line (Also, see Lot Frontage). For lots containing ten (10) acres or less in area, the actual distance between the side lot lines at any point along the lot depth cannot be less than eighty (80%) percent of the required Lot Frontage. For lots containing more than ten (10) acres, said lot shall comply with road frontage requirements.

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots, and through lots is as follows:

1. Corner Lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.
2. Interior Lot. A lot with only one frontage on a street.
3. Through Lot. A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.
4. Reversed Frontage Lot. A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Major Thoroughfare Plan. The portion of the comprehensive plan adopted by the County indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction.

Manufactured and/or Mobile Home Park. Any site, or tract of land under single ownership, upon which three (3) or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park. This definition does not include individual lots for the purposes of installation of manufactured and/or mobile homes.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor, or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Medical marijuana related definitions:

- a. Cultivate. Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.
- b. Cultivator. Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.
- c. Dispensary. Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.
- d. Dispense. Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.
- e. Manufacture. Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.
- f. Marihuana. Has the same meaning as defined in ORC 3719.01, as amended from time to time.
- g. Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- h. Medical Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- i. Medical Marijuana Entity. Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.
- j. Medical Marijuana Processor. Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.
- k. Testing Laboratory. Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

Mining, Commercial Quarries, Sand, and Gravel Pits. Any mining, quarrying, or processing of limestone, clay, sand, and gravel or other mineral resources. Also referred to as mineral extraction.

~~Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park.~~

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure, ~~or~~ use of land, or building(s) and/or structure(s) in combination existing at the time of enactment of this Resolution and which does not conform to the regulations of the district or zone in which it is situated.

~~Nursery, Nursing Home. A home or facility for the care and treatment of babies, children, pensioners, or elderly people. A home used for the reception and care of individuals who by reason of illness or physical or mental impairment require skilled nursing care and of individuals who~~

require personal care services but not skilled nursing care. A nursing home is licensed to provide personal care services and skilled nursing care.

Nursery, (Greenhouse) Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic, financial, or religious or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools, and tennis courts and other recreational facilities that the zoning commission deems permissive. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room but shall be located totally outside of any street or road or alley right-of-way.

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops, and similar activities.

Pond. A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout or a combination of both. Ponds constructed by the first method are referred to as embankment ponds, and those constructed by the second method are referred to as excavated ponds.

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards, screen printing, and similar activities either for profit or non-profit.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, or substations, water treatment plants or pump stations, sewage disposal plant or pumping station plants and other similar public service structures by a public utility, by a railroad, communications facilities and/or equipment, electrical, gas, water, and sewerage service and other similar public service structures or facilities whether publicly or privately owned; but excluding sanitary landfills, or by a municipal or other governmental agency.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

Public Way: An alley, bridge, channel, ditch, easement, expressway, freeway, highway, land, road, sidewalk, street walk, bicycle path; or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Quasi-Public Use. Churches, and other facilities of an educational religious, spiritual, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or its mounted on or drawn by another vehicle. The basic entities are: travel trailer, ~~camping trailer~~, truck camper, and motor home.

- a. **Motor Home.** A self-propelled recreational vehicle that has no fifth wheel and is constructed with permanently installed facilities for cold storage, cooking, and consuming of food, and for sleeping.
- b. **Travel Trailer/~~House Vehicle~~.** A nonself-propelled recreational vehicle that does not exceed an overall length of forty (40) feet, exclusive of bumper and tongue or coupling. "Travel trailer" includes a tent-type fold-out camping trailer.
- c. **Truck Camper.** A nonself-propelled recreational vehicle that does not have wheels for road use and is designed to be placed upon and attached to a motor vehicle. "Truck camper" does not include truck covers that consist of walls and a roof, but do not have floors and facilities enabling them to be used as a dwelling.

Recreational Vehicle Park. A parcel of land upon with two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Refuse. Refuse shall mean combustible and noncombustible waste materials.

Research, Development and Testing. Establishments, structures, facilities and areas devoted to research, product development and scientific testing whether in connection with the development of new products, the discovery of causes of product failure or malfunction, and specifically including without limitation to the conduct of research, development and testing concerning: automotive, vehicular and other forms of transportation; engines, power products and equipment; production equipment; any and all other processes related to any of the foregoing; and improved highway facilities for vehicular traffic.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, side-walks, lighting, and drainage facilities, and may include special features required by the topography or treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Rubbish/Trash. Combustible and noncombustible waste materials; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Salvage Motor Vehicle. Means any motor vehicle which is in a wrecked, dismantled, or worn-out condition, or unfit for operation as a motor vehicle.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

Screening. To provide privacy of adjoining uses, including masonry walls, solid preservatively treated wood, chain link with solid slats, or landscaped with grass and closely planted shrubs or other evergreen plants.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Semitrailer/Sealand Containers. A vehicle designed or used for carrying persons or property with another and separate motor vehicle, so that in operation, a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Setback Line, Front. Determined from the edge of the road right-of-way.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community, or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.



Short Term Rental. A dwelling unit, rented wholly or in part, for less than thirty (30) consecutive days by persons other than the resident family as lodging for monetary compensation. No short term rental shall contain more than five (5) sleeping rooms.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. Sign, On-Premises. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. Sign-off-Premises. Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
3. Sign Illuminated. Any sign illuminated by electricity, gas, or other artificial light including reflection or phosphorescent light.
4. Sign, Lighting Device. Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
5. Sign, Ground. Means a display sign supported by uprights or braces in or upon the ground surface.
6. Sign, Marquee. Means a display sign attached to or hung from a marquee, canopy, or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
7. Sign, Pole. Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.
8. Sign, Projecting. Means a display sign which is attached directly to the building wall, and which extends more than fifteen inches from the face of the wall.
9. Sign, Roof. Means a display sign which is erected, constructed, and maintained above the roof of the building.
10. Sign, Temporary. Means a display sign, banner, or other advertising device constructed on cloth, canvas, fabric, or other light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.
11. Sign, Wall. Means a display sign which is painted on or attached directly to the building wall, and which extends not more than fifteen inches from the face of the wall.

~~Service Station. Any building, structure, or land used for the dispensing and sale at retail of any automobile fuels, oils, or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work.~~

Solar energy related definitions:

- a) Accessory Solar Energy: A solar collection system consisting of one or more roof/structure mounted and/or ground/pole mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

- b) Principal Solar Energy Production Facility: An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. ~~These production facilities primarily produce electricity to be used off-site. Large-Principal~~ solar energy production facilities consist of one or more free-standing ground/pole, or roof/structure mounted solar collector devices, solar related equipment and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. ~~These production facilities primarily produce electricity to be provided off-site~~ Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.
- c) Solar Energy Equipment: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter, batteries, mounting brackets, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) Solar Photovoltaic (PV): The technology that uses a semiconductor to convert light directly into electricity.
- e) Clear Fall Zone (Solar Energy): An area surrounding a ground/pole mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure’s failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the primary parcel lot and will not intrude onto a neighboring property.
- f) Small Solar Facility: Pursuant to ORC 519.213(A)(2), “Small Solar Facility” means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50MW.
- e)g) Community Solar: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, “Community Solar” is considered to be a “Principal Solar Energy Production Facility”.

Solid Wastes. Pursuant to ORC 3734.01(E) “Solid Wastes” ~~Means-means~~ such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, nontoxic, nonhazardous, unwanted fired and unfired, glazed and unglazed, structural products made from shale and clay products, and slag and other substances which are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and non-combustible material, street dirt, and debris. ~~“Solid wastes” does not include any material that is an infectious waste or a hazardous waste. For purposes of this definition, “material from construction operations” and “material from demolition operators” are those items affixed to the structure being constructed~~

~~or demolished, such as brick, stone, glass, wallboard, framing, and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.~~

~~Stick built. A way of describing any structure built from boards of lumber and other building materials, in which a substantial amount of the required material and construction labor are brought together in final form at the foundation site.~~

~~Storage Facility. "Storage Facility" means a building used primarily for the holding of goods and merchandise.~~

~~Storage Facility, Personal. A building or group of buildings in a controlled access compound that contains equal or varying sizes of individual compartmentalized, and controlled access stalls or lockers for the storage of residential customers' goods or wares.~~

Story. That part of a building between the surface of a floor and the ceiling immediately above.

~~Storage Facility. A structure which is partially open or fully enclosed in which animals, chattels or property are stored or kept.~~

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, and billboards.

~~Structure, Accessory. A subordinate structure detached from, but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the main structure or use.~~

~~Structure, Principal. A structure in which is conducted the main or principal use of the lot on which said structure is situated.~~

Subdivision:

- ~~1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two (2) or more parcels, sites, or lots, any one of which is less than five (5) acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five (5) acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners where such sale or exchange does not create additional building sites, shall be exempted; or~~
- ~~2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants, or lease holders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other public facilities.~~

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. ~~A pool, Lake, Pond, or open tank containing at least 1.5 feet of water at any point and maintained by the owner or manager. Farm ponds are exempt from this definition. Any structure intended for swimming or recreational bathing that contains water over twenty-four (24) inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas. This includes portable and non-portable swimming pools. Farm ponds are exempt from this definition.~~

1. Private. Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.
2. Community. Operated with a charge for admission; a primary use.

Telecommunication Tower. ~~Any structure with radio frequency transmission or reception equipment attached that is free standing or is to be connected to a building or other structure. A telecommunication tower shall meet all of the following conditions:~~

1. ~~It is constructed on or after October 31, 1996;~~
2. ~~It is owned or principally used by a public utility engaged in the provision of telecommunication services;~~
3. ~~It is a free standing structure or is attached to another building or structure and is higher than the maximum allowable height permitted in the zoning district in which it is located.~~

Thoroughfare, Street or Road. ~~The full width between property lines bounding every public way or whatever nature with a part thereof to be used for vehicular traffic and designated as follows:~~

1. ~~Alley. A minor street used primarily for vehicular service access to the back or side of properties abutting on another street.~~
2. ~~Arterial Street. A general term denoting a highway primarily for through traffic, carrying heavy loads and large volume of traffic, usually on a continuous route.~~
3. ~~Collector Street. A thoroughfare, whether within a residential, industrial, commercial, or other type of development, which primarily carries traffic from local streets to arterial streets, including the principal entrance and circulation routes within residential subdivisions.~~
4. ~~Cul-de-Sac. A local street of relatively short length with one (1) end open to traffic and the other end terminating in a vehicular turnaround.~~
5. ~~Dead-end Street. A street temporarily having only one (1) outlet for vehicular traffic and intended to be extended or continued in the future.~~
6. ~~Local Street. A street primarily for providing access to residential or other abutting property.~~
7. ~~Loop Street. A type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the one-hundred-eighty (180) degree system of turns are not more than one-thousand (1,000) feet from said arterial or collector street, nor normally more than six-hundred (600) feet from each other.~~
8. ~~Marginal Access Street. A local or collector street, parallel and adjacent to an arterial or collector street, providing access to abutting properties and protection from arterial or collector streets. (Also called Frontage Street.)~~

Townhouse. ~~A dwelling unit occupying all or part of a floor or floors in a building of one or more floors or stories but not the entire building, except in those condominium projects in which one of several buildings may contain only one townhouse.~~

Toxic or Hazardous Material. Means any substance or mixture by physical characteristics such as flammability, corrosivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein separately defined. Examples include: hotel, motel, ~~and~~ apartment hotel, bed and breakfast, and short term rental.

Transport Terminals. Any business, structure, or premise which primarily receives or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, Accessory. A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Use, Conditional. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Use, Principal. A use which is the primary use and activity of the lot or structure.

Use, Temporary. A use that is authorized by this code to be conducted for a fixed period of time. Temporary uses are characterized by such activities as the sale of agricultural products, contractors' offices and equipment sheds, fireworks, carnivals, flea markets, and garage sales.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

Very low density residential. Refers to farm housing units and isolated residential developments not requiring a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots).

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include over-night accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.



Vicinity Map. A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better location and orient the area in question.

Walkway. A public way, four (4) feet or more in width, for pedestrian use only, whether along the side of a road or not.

Wind Energy related definitions:

- a) Accessory Structures: Structures such as sheds, storage sheds, pool houses, unattached garages, and barns.
- b) Anemometer: An instrument that measures the force and direction of the wind.
- c) Clear Fall Zone: An area surrounding the wind turbine unit into which the turbine and -or turbine components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing turbine failure that shall remain unobstructed and confined within the property lines of the primary parcel where the turbine is located. The purpose of the zone being that if the turbine should fall or otherwise become damaged, the falling structure will be confined to the primary parcel.
- d) Cowling: A streamlined removable cover that encloses the turbine's nacelle.
- e) Decibel: A unit of relative loudness equal to ten times the common logarithm of the ratio of two readings. For sound, the decibel scale runs from zero for the least perceptible sound to 130 for sound that causes pain.
- f) Nacelle: Sits atop the tower and contains the essential mechanical components of the turbine to which the rotor is attached.
- g) Primary Structure. For each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary structures include structures such as residences, commercial buildings, hospitals, and day care facilities. Primary structures exclude structures such as hunting sheds, storage sheds, pool houses, unattached garages, and barns.
- h) Professional Engineer. A qualified individual who is licensed as a Professional Engineer in the State of Ohio.
- i) Megawatt (MW): A unit of power, equal to one million watts.
- j) Small Wind Project: Any wind project less than 5MW which includes the wind turbine generator and anemometer.
- k) Wind Power Turbine Owner. The person or persons who owns the Wind Turbine structure.
- l) Wind Power Turbine Tower. The support structure to which the turbine and rotor are attached.
- m) Wind Power Turbine Tower Height. The distance from the rotor blade at its highest point

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the graded lot upward;

provided, accessories, ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. Yard, Front. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
2. Yard, Rear. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
3. Yard, Side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

~~Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or land in accordance with the previously issued Zoning Permit.~~

Zoning Permit. A document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the use.

### ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure or land be established or changed in use without a permit therefore, issued by the Zoning Inspector. Said permit shall be obtained before any county permits are obtained. Zoning Permits shall be issued only in conformity with the provisions of this Resolution unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application For Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall be clearly state that the permit shall expire and may be revoked if work has not begun within six months or substantially completed within one and half (1½) years. At a minimum, the application shall contain the following:

1. Name, address, and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;
6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

Section 302 Approval of Zoning Permit. Within ten (10) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provision of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within six (6) months. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road of highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that he shall not issue a zoning permit for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest

or upon the expiration of the hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within six (6) months from the date of issuance thereof, said permit shall expire; it shall be revoked by the Zoning Inspector; and written notice thereof shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within one and one-half (1 ½) years of the date of issuance thereof, said permit shall expire and be revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six (6) month increments, not to exceed one and one-half (1 ½) years.

~~Section 310 Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises or both, or part thereof thereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefore by the Zoning Inspector stating that the proposed use of the building or land conforms to the requirements of this Resolution.~~

~~Section 311 Temporary Certificate of Occupancy. A temporary certificate of occupancy may be issued by the Zoning Inspector for a period not exceeding six months during alterations on partial occupancy of a building pending its completion.~~

Section 312 Record of Zoning Permits ~~and Certificates of Occupancy.~~ The Zoning Inspector shall maintain a record of all zoning permits ~~and certificates of occupancy~~ and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit ~~or Certificate of Occupancy.~~ Failure to obtain a zoning permit ~~or certificate of occupancy~~ shall be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction and Use To Be As Provided In Applications, Plans, Permits, and Certificates. Zoning permits ~~or certificates of occupancy~~ issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor. Any person who violates

this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one hundred (100) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in the County by the legal representative of the Township, in the name of the Township for the use thereof. Each day such violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure from zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.



## ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Section 540 through 549.

Section 431 Non-Conforming Lots of Record in Combination. If two (2) or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided:

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land.

Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provision:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two months of the time of destruction.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is moved.

Section 456 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but no such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming

use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;

4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed;
5. When a non-conforming use of a structure, or structure and land in combination is disconnected or abandoned for more than two (2) years (except when government action impedes access to the premises), the structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located;
6. Where non-conforming use status applies to a structure and land in combination, removal, or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this Resolution shall not be deemed a non-conforming use in such district, but shall without further action be considered a conforming use.

## ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. He may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, he shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action of zoning ~~and certificate of occupancy~~ permits and such similar administrative duties as are permissible under the law.

Section 510 Proceedings of Zoning Commission. The Commission shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Zoning Commission and Its Duties. ~~A-The~~ Township Zoning Commission ~~is hereby created, which~~ shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. ~~The Trustees may appoint two alternate members to the zoning commission, for terms to be determined by the Trustees.~~ Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 512 Duties of the Zoning Commission. ~~For the purposes of this Resolution, The-the~~ Commission shall have the following duties:

1. ~~(1)~~ initiate proposed amendments to this Resolution; and
2. ~~(2)~~ Review all proposed amendments to this Resolution.

Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. ~~The Trustees may appoint two alternate members to the board of zoning appeals, for terms to be determined by the Trustees.~~ Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the

Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse, or affirm wholly or partly, or modify the order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from whom the appeal is taken. A concurring vote of at least three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purposes of this Resolution the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Zoning Inspector;
2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township for appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to be the procedures and requirements of Section 541-549, inclusive, of this Resolution. As



specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any office or bureau of the legislative authority of the Township affected by a decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the Zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him that by reason of facts stated in the application, a stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Inspector from whom the appeal is taken and on due cause shown.

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in specific cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a necessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicant;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards;
  - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
  - b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
  - c. That special conditions and circumstances do not result from the actions of the applicant;
  - d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have met by the applicant.

Section 545 Supplementary Conditions and Safeguards. ~~Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Resolution in the District involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district.~~ In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within ~~twenty (20) days~~ a reasonable time after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing in Newspaper. Before holding the public hearing required in Section 546, notice of such hearing shall be given in one newspaper of general circulation in the township at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices published in newspapers as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within ~~thirty (30) days~~ a reasonable time after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements for Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-568, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562-568, inclusive.

Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be harmonious with and in accordance with the general objectives , or with any specific objective of the Township's comprehensive plan and/or zoning resolution.
- ~~2.3.~~ Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
- ~~3.4.~~ Will not be hazardous or disturbing to existing or future neighboring uses;
- ~~4.5.~~ Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- ~~5.6.~~ Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
- ~~6.7.~~ Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.
- ~~7.9.~~ Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use

is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice in a newspaper, and give written notice to all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 566, the Board shall either approve, approve with supplementary conditions as specified in Section 565, or disapprove with modifications, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the applications is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if such conditionally permitted use has not been instituted or utilized within one (1) year of the date on which the permit was issued, or if for any reason such use shall cease for more than six (6) months. Change of ownership shall have no affect on the validity of the conditional use.

## ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This Resolution may be amended utilizing the procedures specified in Section 601-~~611~~613, inclusive of this Resolution.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:

1. Name, address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (10) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code, as amended.

Section 605 Transmittal to Regional Planning Commission. Within five (5) days after the adoption of a motion by the Commission, transmittal of a resolution of the Board of Township Trustees, or the filing of an application by at least one (1) owner or lessee, the Zoning Commission shall transmit a copy of such motion, resolution, or application together with the text and map pertaining to the case in question to the Regional Planning Commission for a recommendation. Such recommendation shall be considered at the public hearing held by the Zoning Commission.



Section ~~605~~ 606 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Commission may proceed as required by law, however, the township trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the trustees that acquisition at this time is not in the public interest or upon expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the trustees shall proceed as required by law.

Section 607 Public Hearing by Zoning Commission. The Zoning Commission shall schedule a public hearing after the adoption of their motion, the certification of a resolution by the Board of Township Trustees to the Zoning Commission, or the filing of an application for zoning amendment. Said hearing shall not be less than twenty (20) nor more than forty (40) days from the adoption of such motion, transmittal of such a resolution, or the filing of such application.

Section 608 Notice of Public Hearing by Zoning Commission. Notice of the public hearing required in Section 607 shall be given by the Zoning Commission in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section ~~606~~ 609 Recommendation by Zoning Commission. After complying with all the requirements of Chapter 519.12 of the Ohio Revised Code, the Zoning Commission shall transmit its recommendation of the Township Trustees. The Zoning Commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied.

Section ~~607~~ 610 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the township trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section ~~608~~ 611 Notice of Public Hearing in Newspaper by Township Trustees. Notice of the public hearing required in Section ~~607~~ 610 shall be given by the township trustees in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section ~~610~~ 612 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section ~~607~~ 610, the township trustees shall either adopt or deny the recommendation of the zoning commission, or adopt some modifications thereof, in the event the trustees denies or modifies the recommendation of the zoning commission, it must do so by a ~~unanimous-majority~~ vote.

Section ~~611-613~~ Effective Date and Referendum. Such amendment adopted by the trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the

adoption of the amendment there is presented to the trustees a referendum petition, which is filed in accordance with Section 519.12 of the Ohio Revised Code as amended.

## ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map. The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map. The Official Zoning Map shall be identified by the signature of the chairman of the Board of Township Trustees and attested to by the clerk.

Section 720 Interpretation of District Boundaries. Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2. Where district boundaries are indicated as approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and such distance therefrom as indicated on the Official Zoning Map. If no distance is given, such dimensions shall be determined by the use of the scale shown on the Map.
4. Where the boundary of a district follows a rail-road line, such boundary shall be deemed to be located in the middle of the main tracks of said railroad line; and
- 3.5. Where the boundary of a district follows a stream, lake, or other body of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the Township, unless otherwise indicated.

Section 730 Replacement of the Official Zoning Map. In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the township trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct drafting errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the chairman of the trustees, attested to by the township clerk, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted \_\_\_(date)\_\_\_ as part of the Zoning Resolution of Union Township, Logan County, Ohio.

## **ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS**

Section 800 Intent. The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1). The purpose of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the county's Subdivision Regulations (A major plat consists of 6 or more lots). Some residential, commercial, and industrial development may be permitted as Conditional Uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Department regulations. Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

Section 811 Low Density Residential District (R-1). The purpose of the low density residential district is to provide land for single family dwelling units not to exceed four dwellings per acre with a central sewage system if a central sewage system is not available, then the minimum lot size shall also include land that is subdivided which requires a major plat under the county's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

## ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted the Board of Zoning Appeals.

1. No building, structure, or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall be erected or altered:
  - a. To provide for greater height or bulk;
  - b. To accommodate or house a greater number of families;
  - c. To occupy a greater percentage of lot area;
  - d. To have narrower or smaller rear yards, front yards, side yards, or other open spaces;
3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.

| Section 910 Official Schedule of District Regulations **Adopted**. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations."



OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

ZONING DISTRICTS

PERMITTED USES

CONDITIONAL USES

(Symbols as used on the Official Zoning Map)

(Accessory Uses and essential services are included)

(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)

1

2

3

<p>U-1 Rural</p>	<p>Orchards; Agriculture; Very low density residential; Public &amp; quasi-public uses; Nursery (greenhouse), tree &amp; plant; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Tractor &amp; implement sales &amp; service; Offices; Veterinary animal hospital or clinic; Kennel; Home occupation; Commercial recreation; Service business, Mineral extraction; Light manufacturing; Personal services; (Dwelling, (Housing) Manufactured-mobile home); Craft &amp; hobby shop; Manufactured dwelling (Housing) – Mobile Home Park;</p>
<p>R-1 Low Density Residential</p>	<p>Dwelling, Single-family; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Home occupation; Service business; Personal services; Offices;</p>

<u>MINIMUM LOT SIZE</u> (Square feet per household)	Frontage (Width) (Feet)	<u>MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED</u> (Principal and Accessory Buildings)	<u>MINIMUM FLOOR AREA</u> (Square Feet)	<u>MAXIMUM HEIGHT OF</u> (Principal Buildings)		<u>MINIMUM YARD DIMENSIONS (Ft.)</u>				
				<u>Stories</u>	<u>Feet</u>	<u>Front</u>	<u>Side</u> <u>Yards</u>	<u>Rear</u>		
4	5	6	7	8	9	10	11	12	<u>Sum of Side Yards</u> 13	14

U-1	40,000	-----	150	25	1,000+	24	35	50	20	40	30
R-1	40,000	-----	150	25	1,200	24	35	50	20	40	30
		10,800--	80					(35)	(10)	(20)	(30)

ACCESSORY BUILDINGS

Maximum Height (feet)  
 Minimum Distance in feet to  
     Side Lot Line   Rear Lot Line

MINIMUM (MANDATORY) OFF-STREET PARKING SPACE

(One unit for each)

MINIMUM (MANDATORY) OFF-STREET LOADING SPACE

SIGNS PERMITTED

OTHER PROVISIONS AND REQUIREMENTS

(Supplementary Regulations, Prohibitions, Notes, etc.)

15            16            17            18                            19                            20                            21

U-1	20	10	10	See Article XI	See Article XI	See Article XXI	*900 s.f. for mobile dwelling
R-1	15	10	10	”	”	”	Use parenthesis figures if central sewerage is used

<b><u>OFFICIAL SCHEDULE OF DISTRICT REGULATIONS</u></b>		
<b><u>ZONING DISTRICTS</u></b>	<b><u>PERMITTED USES</u></b>	<b><u>CONDITIONAL USES</u></b>
<i>(Symbols as used on the official zoning map)</i>	<i>(Accessory uses and essential services are included)</i>	<i>(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)</i>
<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>
<b><u>U-1 RURAL</u></b>	<u>Agriculture; Public &amp; quasi-public uses; Single-Family Dwelling;</u>	<u>Agritourism; Bed &amp; Breakfast; Commercial &amp; non-commercial recreation; Craft &amp; hobby shop; Home occupation; Kennel; Light manufacturing; Mineral extraction; Manufactured and/or mobile homes individually*; Manufactured and/or mobile home park; Personal services; Service business; Short-Term rental; Tractor &amp; implement sales &amp; service; Veterinary animal hospital or clinic;</u>
<b><u>R-1 LOW DENSITY RESIDENTIAL</u></b>	<u>Agriculture; Single Family Dwelling; Public &amp; Quasi-Public Uses; Child Day-Care</u>	<u>Agritourism; Bed &amp; Breakfast; Home occupation; Manufactured and/or mobile homes individually; Non-Commercial recreation; Personal services; Short-Term Rental; Telecommunication Towers</u>

<b>OFFICIAL SCHEDULE OF DISTRICT REGULATIONS</b>					
<b>MINIMUM LOT SIZE EXCLUDING STREET (ROAD) RIGHT-OF-WAY</b>					
	<u>With On-Site Sewage Treatment</u>	<u>With Group or Central Sewage Treatment</u>	<u>Lot Frontage/Width</u>	<u>Depth:Width Ratio</u>	<u>Percentage of minimum allowable width</u>
	<i>(Square feet)</i>		<i>(feet)</i>		<i>%</i>
	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>
<b><u>U-1</u></b>	<u>130,680</u>	<u>130,680</u>	<u>200</u>	<u>4:1**</u>	<u>80**</u>
<b><u>R-1</u></b>	<u>130,680</u>	<u>-----</u> <u>(10,890)</u>	<u>200</u> <u>(80)</u>	<u>4:1**</u>	<u>80**</u>



**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS**

	<u>MAXIMUM % OF LOT TO BE OCCUPIED</u>	<u>MINIMUM FLOOR AREA</u>	<u>MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS</u>		<u>MINIMUM YARD DIMENSIONS</u>			<u>ACCESSORY BUILDINGS</u>			
			<u>Stories</u>	<u>Feet</u>	<u>Front</u>	<u>(feet)</u>		<u>(feet)</u>			
	<i>(Principal and accessory buildings)</i>	<i>(Square feet)</i>				<i>One side yard</i>	<i>Sum of side yards</i>		<u>Maximum height</u>	<u>Minimum Distance To</u>	
	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
<b>U-1</b>	<u>25</u>	<u>1,000</u>	<u>2 ½</u>	<u>35</u>	<u>50</u>	<u>20</u>	<u>40</u>	<u>30</u>	<u>20</u>	<u>10</u>	<u>10</u>
<b>R-1</b>	<u>25</u>	<u>1,200</u>	<u>2 ½</u>	<u>35</u> <i>(35)</i>	<u>50</u> <i>(10)</i>	<u>20</u> <i>(20)</i>	<u>40</u> <i>(20)</i>	<u>30</u> <i>(30)</i>	<u>20</u>	<u>10</u> <i>(5)</i>	<u>10</u>

**Numbers in ( ) are measurements for lots with group or central sewage treatment.**

**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS**

	<u>MINIMUM (MANDATORY) OFF-STREET PARKING SPACE</u>	<u>MINIMUM (MANDATORY) OFF-STREET LOADING SPACE</u>	<u>SIGNS PERMITTED</u>	<u>OTHER PROVISIONS AND REQUIREMENTS</u>
				<i>(Supplementary regulations, prohibitions, notes, etc.)</i>
	<b><u>20</u></b>	<b><u>21</u></b>	<b><u>22</u></b>	<b><u>23</u></b>
<b><u>U-1</u></b>	<u>See Article XI</u>	<u>See Article XI</u>	<u>See Article XII</u>	<p><u>*900 sq ft for manufactured/mobile home (not permanently sited)</u></p> <p><u>**Does not apply to lots greater than 10 acres</u></p>
<b><u>R-1</u></b>	<u>See Article XI</u>	<u>See Article XI</u>	<u>See Article XII</u>	<p><u>**Does not apply to lots greater than 10 acres</u></p>

## ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General. The purpose of the supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may be encountered.

Section 1001 Conversion of Dwellings to More Units. A residence may be converted to accommodate an increased number of dwelling units provided:

1. The yard dimensions, including minimum lot width still meet the yard dimensions required by the zoning regulations for new structures in that district in which the dwelling is located;
2. The lot area per family equals the lot area requirements for the new structures in that district;
3. The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools. ~~A private swimming pool, not including farm ponds, shall be any pool, lake, or open tank not located within a completely enclosed building and containing or normally capable of containing water to a depth at any point greater than one and one-half (1½) feet. No such swimming pool, exclusive of portable swimming pools with a diameter less than twelve (12) feet or with an area of less than one-hundred (100) square feet shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:~~

1. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
2. It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten (10) feet to any property line of the property on which it is located.
3. ~~The swimming pool and all of the area used by the bathers, or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five-four (54) feet in height and maintained in good condition with a gate and lock.~~
  - 3.a. An above ground pool with walls or sides taller than four (4) feet, shall be in compliance provided access to the pool is restricted by removing or otherwise locking any climbing devices located on the sides of the pool.

### Section 1003 Community or Club Swimming Pools.

Community and club swimming pools are permitted in any commercial or residential district, but shall comply with the following conditions and requirements:

1. The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;
2. The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than fifty (50) feet to any property line;
3. The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.

Section 1004 Temporary Buildings. Temporary buildings, construction trailers, equipment and materials used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the zoning inspector.

Section 1005 Parking and Storage of Certain Vehicles. The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2. The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
3. The parking or storage, within any district, of a junked, dismantled, or wrecked automotive vehicle or parts thereof which is in public view of any highway for a period of more than thirty (30) days shall be prohibited.

For purposes of this section, a junked, dismantled, or wrecked automotive vehicle shall be one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways.

This section shall not apply to properly licensed junk yards and motor vehicle salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

Section 1006 Required Trash Areas. All commercial, industrial, and multi-family residential uses that provide trash and/or garbage collection areas shall be enclosed on at least three (3) sides by a solid wall or fence a minimum of four (4) feet in height or one (1) foot higher than the receptacles therein if such area is not within an enclosed building or structure. Provisions for adequate vehicular access to and from such area or areas for collection of trash and/or garbage as determined by the Zoning Inspector shall be required.

Section 1007 Recreational Vehicles. Recreational vehicles shall be parked in an approved campground, Recreational Vehicle Park, or Recreational Vehicle Site, with the exception that no more than one (1) recreational vehicle may be permitted as a conditional use in any district on a residential or undeveloped lot subject to the following:

1. A recreational vehicle may be temporarily occupied only after receiving a conditional use permit, in accordance with this Section.
2. Any occupied recreational vehicle shall comply with the required setbacks for principal buildings in the district.
3. No recreational vehicle shall be occupied for dwelling purposes for more than sixty (60) days within any six (6) month period. Timeframes shall be specified in the application for conditional use.

4. Proof of notice to the County Health Department/District or appropriate sanitary sewer operating authority stating any sewage generated shall be disposed of in accordance with all applicable local, state, and federal regulations.

Nothing shall prohibit a property owner from storing his/her recreational vehicle as an accessory use.

Section 1008 Mobile Trailers Prohibited for Business, Storage, Sign, and Residence Purposes. The use of a mobile home, tractor trailer, box car, sealand/shipping container, or other similar type trailer, container, or structure shall not be permitted as an office or business structure, storage facility, sign structure, or residence, except as otherwise provided for in this Resolution.

Section 1010 Supplemental Yard and Height Regulations. In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011-1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings. On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between height of two and one-half (2½) and ten (10) feet above the center line grades of the intersecting streets or roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street or road lines fifty (50) feet from the point of intersection.

Section 1013 Fences, Walls, and Hedges. A zoning permit is required for the erection or installation of all fences and walls. Notwithstanding other provisions of this resolution, fences, walls, and hedges may be permitted in any yard, or along the edge of any yard. Fences and walls shall not exceed six (6) feet in height.

Section 1014 Yard Requirements for Multi-Family Dwellings. Multi-family dwellings shall be considered as one (1) building for the purpose of determining front, side, and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than (40) feet to any lot line of a residential structure, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided. Such screening shall be a masonry or solid fence between four (4) and eight (8) feet in height maintained in good condition and free of all advertising or other signs. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than



twenty (20) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height at the time of planting. Either type of screening shall not obscure traffic visibility within fifty (50) feet of an intersection.

Section 1016 Architectural Projections. Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side, or rear yard.

Section 1017 Exceptions to Height Regulations. The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1020 Special Provisions for Commercial and Industrial Uses. No commercial or industrial use as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious, or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits are taken. Specifically, the commercial or industrial use shall be in violation of this Resolution if one or more of the following conditions is found to exist at any time:

1. The use or storage of flammable or explosive materials is not adequately protected by fire-fighting and fire-protection equipment or by such safety devices as are normally required for such activities;
2. Activities involving the use and storage of flammable and explosive materials are not removed from adjacent facilities or activities to a distance compatible with the potential danger involved;
3. Vibration discernable by the Zoning Inspector without instruments is present on any adjoining lot or property.
4. Direct or reflected glare is present which is visible from any street or from any property not within a manufacturing district.  
—Erosion caused by wind or water is carrying objectionable substances onto any adjacent lot or property.

Section 1021 Fire Hazards. Any activity involving the permitted use or storage of flammable chemicals, petroleum products or explosive materials shall be protected by adequate fire fighting and fire prevention equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.

Section 1022 Electrical Disturbance. No activity shall emit electrical disturbance adversely affecting the operation of any equipment at any point other than that of the creator of such disturbance. The

~~disturbance must be due solely to the creator and not due to defective wiring, equipment, etc., at the receiving point.~~

~~Section 1024 Water Pollution. Water pollution as defined or determined by the County Board of Health or the Ohio Environmental Protection Agency shall be subject to corrective measures, requirements, and regulations as established by the Board of Health or the Ohio E.P.A.~~

Section ~~4025~~ 1030 Mining, Mineral, Sand and Gravel Extraction; Storage and Processing. The extraction, storage, and processing of minerals shall be conducted in accordance with the requirements of Sections ~~4026-1030~~ through ~~4032~~ 1037 inclusive.

Section 1031 Distance from Residential Areas. Mineral extraction, storage or processing shall not be conducted closer than 500 feet from any residential district, nor closer than 500 feet from any structure used for human occupancy in any other district.

Section ~~4027-1032~~ Filing of Location Map. The operator shall file with the Zoning Inspector a location map which clearly shows areas to be mined and the location of adjacent properties, roads, and natural features.

Section ~~4028-1033~~ information on Operation. The operator shall submit information on the anticipated depth of excavations and on depth and probable effect on the existing water table as coordinated with the Ohio Division of Water.

Section ~~4029-1034~~ Restoration of Mined Area. The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.

Section ~~4030-1035~~ Performance Bond. The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned on the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the zoning inspector that the restoration is complete and in compliance with the restoration plan.

Section ~~4031-1036~~ Enforcement Provisions. The zoning inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with “No Trespassing” signs to discourage human injury to the general public.

Section ~~4032-1037~~ Measurement Procedures. Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York; the Manufacturing Chemists’ Association, Inc., Washington, D.C.; the United States Bureau of Mines and the Ohio Environmental Protection Agency.

Section 1040 Roadside Produce Stands. A building for the sale of home-grown produce may be located not less than twenty-five (25) feet from the highway right-of-way if it is a portable building. If portable, it shall be removed from its roadside location during the season that it is not in use as a roadside produce stand. A permanent structure for such use may be constructed, but shall be located not less than fifty (50) feet from the highway right-of-way line. Parking shall be provided off the highway right-of-way.

Section 1041 Agritourism. In addition to the procedure and requirement for approval of conditional use permits, as stated in Section 560, the Board of Zoning Appeals shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval if the following conditions have been met:

I. Conditions

- A. Evidence that the farm on which the agritourism operation is proposed is ten (10) acres or more in area shall be provided. If such farm is less than ten (10) acres, evidence shall be provided that such farm is currently enrolled in the Current Agricultural Use Value (CAUV) program or produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.
- B. The educational, entertainment, historical, cultural and/or recreational relationship of the agritourism operation to the existing agricultural use of the property, the surrounding agricultural community, and/or the relationship of the agritourism activity to agriculture in general shall be identified.
- C. A site plan of the property illustrating all structures to be used for agritourism activities, setbacks from property lines for all structures and any existing or proposed well and/or on-site wastewater disposal system area(s) on the property shall be submitted.
  1. The size and setback for any structure used primarily for agritourism activities shall be in conformance with the requirements of the applicable zoning district, listed in the Official Schedule of District Regulations.
- D. Off-street parking in accordance with size requirements in Article Off-Street Parking and Loading Requirements shall be provided.
  1. Additionally, off-street parking adequate to meet peak time demand shall be provided in a manner that does not cause nuisance or conflict with adjoining properties. Estimates of traffic generation shall be submitted. In no instance shall parking be permitted within yard setback areas or within 20 feet of the road right-of-way.
- E. Safe and adequate ingress and egress shall be maintained at all times.
- F. The applicant shall provide data establishing the seasons and weeks of operation, and the hours of operation. The Conditional Use Permit shall clearly state these parameters.
- G. Sales are limited to agricultural products meeting the criteria of products incident to the agricultural production and specific supporting products related to the agricultural tourism purpose such as animal feed pellets, U-Pick containers, etc...

~~Section 1050 Storage of Toxic or Hazardous Materials. Except as exempted hereafter, the storage of toxic or hazardous materials, as determined by the Ohio Environmental Protection Agency, in quantities greater than 55 gallons liquid or 25 pounds dry weight for any one material shall be prohibited.~~

~~This section shall not apply to fuels stored in less than 1,100 gallon tanks that conform with the Ohio Fire Code for the purpose of heating buildings and located on site, nor to materials stored for one-site residential, industrial, commercial or agriculture purposes.~~

~~“Storage” when used in connection with this section, means the containment of hazardous materials, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of the material.~~

~~Section 1055 Satellite Television Antennas. A satellite television antenna is an antenna the purpose of which is to receive television or radio signals from orbiting satellites.~~

~~A satellite television antenna shall not be located in any front yard. Nor shall it be located in any side yard closer to the building front setback line than the front of an adjoining residential structure, provided the adjoining residential structure is within 100 feet of the side lot line on which the antenna is proposed. Said antenna shall meet the minimum side and rear yard requirements for accessory structures and buildings.~~

~~Ground-mounted satellite antennas in areas zoned residential shall not extend more than fifteen (15) feet above the ground, twenty (20) feet in all other zones. Roof-mounted antennas shall be prohibited.~~

~~The satellite television antenna shall be constructed and anchored in such a manner to withstand wind forces up to 100 miles per hour.~~

~~Section 1050 Home Occupation. It is the purpose of this Resolution to promote the public health, safety, and welfare through the regulation of home occupations. It is further the intent of these Sections to allow limited non-residential uses in residential structures which are compatible with the residential character of their surroundings.~~

~~No Home Occupation shall be located in a zoning district where such use is not explicitly listed as a permitted or conditionally permitted use. A home occupation shall be a permitted only if it complies with the following requirements:~~

- ~~1. The owner or lessee of the premises must reside in the dwelling unit used for the home occupation. The lessee shall have the owner's permission to conduct such home occupation.~~
- ~~2. Not more than two (2) workers, exclusive of the owners or lessee and family members living on the premises, shall be employed in a home occupation at any one time.~~
- ~~3. All activities conducted on site shall be conducted entirely within the dwelling unit, and the use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.~~
- ~~4. Not more than thirty (30) percent or six hundred (600) square feet of the gross floor area, whichever is less, of any dwelling unit shall be used for a home occupation.~~

5. Home occupations shall not be permitted in any accessory building within any district unless a conditional use permit is received from the Board of Zoning Appeals.
6. Home occupations that are operated in an accessory building with a conditional use permit shall not exceed six hundred (600) square feet of floor area.
7. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home.
8. All signs shall comply with Article XII Signs of this Zoning Resolution.
9. There shall be no sale on the premises of commodities other than those incidental to the home occupation.
10. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
11. Equipment or processes shall not be used in such Home Occupations that creates noise, dust, vibrations, glare, fumes, odors, or visual, audible, or electrical interference detectable off the lot or beyond the lot line.
12. There shall be no increased burden placed upon existing Township public services provided to the residence as a result of a Home Occupation.

Section 1051 – Short Term Rental. In the interest of protecting the public health, safety, and general welfare, this Section establishes conditions for the establishment of a short term rental. Further, it is the intent of this Section to protect the purpose and intent of each district, where a short term rental is conditionally permitted.

In addition to the other requirements in this Resolution, the following conditions shall apply:

1. Maximum number of short term rentals. Only one (1) dwelling unit per lot may be used as a short term rental.
2. Maximum number of rooms. No short term rental shall contain more than five (5) sleeping rooms.
3. Trash Areas. Trash areas shall be in accordance with Section 1006 Required Trash Areas.
4. Parking. Parking shall comply with Article XI and the following additional restrictions:
  - a. Number. One (1) parking space shall be provided per sleeping room.
  - b. Location. No additional parking spaces proposed in conjunction with the short term rental shall be located in the required front yard setback.
5. Signs. Signage shall comply with Article XII and the following additional restrictions:
  - a. Maximum Number, Size, and Type Permitted. A short term rental shall be limited to one (1) wall sign no larger than twelve (12) square feet and one (1) monument sign no larger than twelve square feet (12).
  - b. Exterior Lighting Only. Sign lighting shall be employed by a white, steady, stationary light of reasonable intensity directed solely at the sign and/or otherwise prevented from beaming directly onto adjacent properties or right-of-way.
6. There shall be no increased burden placed upon existing Township public services provided to the lot as a result of the short term rental.

Section 1060 Effective Screening of Junk Storage and/or Sales of Junk. Junk storage and/or sales of junk shall be effectively screened on all sides by means of walls, fence, or plantings. Walls or fences shall be a minimum of eight (8) feet in height with no advertising thereon. In lieu of such wall or



fence, a strip of land not less than fifteen (15) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than six (6) feet in height may be substituted. Storage of materials shall not exceed the height of the screening. Storage of junk shall not be located in any front or side yard.

Section ~~4065~~ 1062 Garage, Porch, Yard or Similar Type Sales. A resident may conduct a garage, porch, yard or similar type sale provided such sale does not exceed one such event during any six (6) months period. No sale shall exceed three (3) consecutive days in length. Parking shall be provided off the public highway right-of-way; and off neighboring property unless consent is obtained from the affected neighbor to do so. All signs advertising such sale shall be removed immediately after the sale has concluded its duration.

Section 1064 Adult Entertainment. Adult Entertainment Facilities are conditionally permitted within the R-1 Low-Density Residential District only, and subject to conditions set forth in the Zoning Resolution Section 560 and paragraphs 1-9 hereafter set forth.

1. No adult entertainment facility shall be established within one thousand (1,000) feet of any areas zoned for residential use.
2. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any school, library, or teaching facility, whether public or private, governmental or commercial which school, library, or teaching facility is attended by persons under eighteen (18) years of age.
3. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any park or recreational facility attended by persons under eighteen (18) years of age.
4. No adult entertainment facility shall be established within a radius of two thousand (2,000) feet of any other adult entertainment facility.
5. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of established church, synagogue, or permanently established place of religious services which is attended by persons under eighteen (18) years of age.
6. No advertisements, displays, or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.
7. All building openings, entries, windows, etc. for adult uses shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any public or semi-public area, sidewalk, or street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.
8. No screens, loudspeakers, or sound equipment shall be used for adult motion picture theatres (enclosed or drive-in) that can be seen or discerned by the public from public or semi-public areas.
9. Off-street parking shall be provided in accordance with the standards for permitted use within R-1 District.

Section 1066 General Conditions for Medical Marijuana Entities. In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations that provide for State-authorized medical marijuana land uses consistent with ORC 519 and ORC 3796. ORC 519.21 and ORC 3796 allow regulation of the location of medical marijuana cultivators, processors, or dispensaries within the unincorporated area of the township.

1. Not an Agricultural Use. Medical marijuana is not considered an “agricultural” use pursuant to ORC 519.21 (D).
2. Zoning Districts. No medical marijuana cultivator, processor, or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, or dispensary shall be permitted as a home occupation.
3. Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.

~~Section 1067 Mobile Trailers Prohibited For Business, Storage and Sign Purposes. The use of a mobile home, tractor trailer, box car, or other similar type trailer, container or structure shall not be permitted as an office or business structure, storage facility or sign structure except as stated in Section 1004.~~

#### Section 1070 Small Wind Projects (Less than 5MW).

- I. Wind Projects of 5MW or more shall be required to submit an application with the Ohio Power Siting Board (OPSB) at the Public Utilities Commission of Ohio (PUCO) and are required to meet OPSB regulations. Small Wind Projects less than 5MW and used solely for Agriculture will be exempt from these zoning regulations as an Agricultural Use. Any proposed construction, erection, or siting of a small wind project less than 5MW including the wind turbine generator or anemometer or any parts thereof shall be permitted only as an accessory use in any district if the following conditions are met:
  - A. The maximum height of any turbine shall be 125 ft. For purposes of this Resolution, maximum height shall be considered the total height of the turbine system including the tower, and the maximum vertical height of the turbine’s blades. Maximum height therefore shall be calculated by measuring the length of a prop at maximum vertical rotation to the base of the tower.
  - B. Setbacks: the following shall apply in regards to setbacks.
    1. Any turbine erected on a parcel of land shall be setback 1.1 times the height of the tower, or established “clear fall zone”, from all road right-of-way lines and neighboring property lines. A turbine shall be erected and placed in such a manner that if it were to fall, whatever direction the fall occurs would be contained solely on the property where the turbine is located at.
  - C. Maintenance
    1. Wind turbines must be maintained in good working order. The owner shall within 30 days of permanently ceasing operation of a wind turbine, provide written notice of abandonment to the Zoning Inspector. An unused wind turbine or small wind project may stand no longer than 12 months following abandonment. All costs associated with the demolition of the wind turbine and associated equipment shall be borne by the owner. A wind turbine is considered abandoned when it ceases transmission of electricity for 30 consecutive days. Wind turbines that become inoperable for more than 12 months must be removed by the owner within thirty (30) days of issuance of zoning violation. Removal includes removal of all apparatuses, supports, and or other hardware associated with the existing wind turbine.
  - D. Decibel Levels
    1. Decibel levels shall not exceed those provided by the manufacturer as requested in II Permits, 2., e.

- E. Wiring and electrical apparatuses:
  1. All wires and electrical apparatuses associated with the operation of a wind turbine unit shall be located underground and meet all applicable local, state, and federal codes including the County Building Regulations and Residential Building Code of Ohio.
- F. Warning Signs:
  1. Appropriate warning signs to address voltage shall be posted (where and meeting sign requirements).
- G. Building Permits:
  1. All Small Wind Projects and parts thereof shall obtain all applicable Building Permits from the State of Ohio and County Building Regulations where required.

## II. Permits

- A. A permit shall be required before construction can commence on an individual wind turbine project.
- B. As part of the permit process, the applicant shall inquire with the County Building Regulations as to whether or not additional height restrictions are applicable due to the unit's location in relation to any local airports.
- C. Applicant shall then provide the Township Zoning Inspector with the following items and or information when applying for a permit:
  1. Location of all public and private airports in relation to the location of the wind turbine.
  2. An report that shows:
    - a. The total size and height of the unit
    - b. If applicable, the total size and depth of the unit's foundation structure, as well as soil and bedrock data.
    - c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.
    - d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.
    - e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.
    - f. Hazardous materials containment and disposal plan.
  3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, and neighboring property lines.
  4. Evidence of established setbacks of 1.1 times the height of the wind turbine and "clear fall zone."
  5. A maintenance schedule as well as a dismantling plan that outlines how the unit will be dismantled shall be required as part of the permit.

### Section 1071 Solar Energy Systems (Less than 50MW).

#### A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangement are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
- ~~2.3.~~ Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
- ~~3.4.~~ Roof/Structure/Building mounted accessory solar energy systems:
  - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
  - b. May be mounted to a principal or accessory building.
  - c. ~~Combined-The~~ height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
- ~~4.5.~~ Ground/Pole mounted solar energy systems:
  - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
  - b. Shall be permitted in the rear or side yard only.
  - c. Shall be erected within an established clear fall zone.
  - d. The minimum setback distance from the property lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of the solar energy system or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure mounted accessory solar energy systems:
  - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
  - b. Shall be permitted in the rear or side yard only.
  - c. Shall be erected within an established clear fall zone.
  - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.

~~5.7. Solar-Accessory solar~~ energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.

~~6.8. Solar-Accessory solar~~ energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued, or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.

~~7.9.~~ In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:

- a. Height of the proposed solar energy system(s) at maximum tilt.
- b. Evidence of established setbacks of 1.1 times the height of any structure other than a building and “clear fall zone”.
- c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

#### B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

Principal Solar Energy Production Facilities are prohibited in any district.

Section 1075 Telecommunication Towers. Public utilities or other functionally equivalent telecommunications providers may site a tower in any zoning district except those expressly zoned for residential use. The local zoning authority shall apply to a particular tower, only upon provision of a written notice of objection to that particular tower.

A.) Towers Proposed within Areas Zoned for Residential Use - Towers may be regulated in areas zoned for residential use upon receipt of an objection.

1.) Notice - Notice shall comply with ORC 519.211 (B)(3). (Any person who plans to construct a tower in an area subject to zoning shall provide by CERTIFIED MAIL: written notice to each property owner whose land is contiguous to or directly across a street from the property on which the tower is proposed to be located. Notice must include intent of the person to construct the tower, a description of the property, and a notice that no later than fifteen days after the date of mailing of the notice, any such property owner may give written notice to the trustees that the zoning regulations be applied.)

2.) Procedure if Objections Are Filed: Upon the receipt of an objection by the Trustees, the Trustees shall request that the fiscal officer shall notify the applicant within 5 days that the zoning regulations apply.



3.) Procedure if No Objections Are Filed - Telecommunications towers shall be permitted as a use exempt from any local zoning authority in residential zoned areas if no objections are timely filed as provided.

B.) Local Zoning Authority - If objections are filed for a proposed tower in a district zoned for residential use then the tower shall only be permitted as a conditional use by the Board of Zoning Appeals, provided that all of the following conditions of this section are met.

1.) Conditional Use - Application and Requirements – An application for conditional use shall be filed with the Board of Zoning Appeals. The application shall include:

a.) A locator map which shall contain the following:

i.) The location of all the applicant's existing facilities within (1) mile of the proposed tower.

ii.) The general location of planned future facilities within (1) mile of the proposed tower.

iii.) For each location of the existing facilities within (1) mile of the proposed tower, list the type and size, the type of equipment, the space available for additional equipment a site plan depicting any parcels on which any existing or proposed tower is/will be.

b.) A site plan:

i.) the location, type and size of existing and proposed towers;

ii.) existing and proposed buildings and structures, drives, circulation and parking;

iii.) landscape screening plan and related design standards;

iv.) land uses, structures and zoning district, adjacent uses, structures and zoning districts;

v.) setbacks from property lines and dwellings within 600 feet of the proposed tower;

vi.) legal description of the lot on which the tower is to be sited;

viii.) any other information necessary to assess compliance with this section; and

ix.) any illumination required by the FAA or FCC.

c.) A written certification from a Professional Engineer stipulating:

i.) that the tower's design is structurally sound and in compliance with all codes;

ii.) that the equipment on the tower and at the site complies with all current FCC regulations;

iii.) that the tower will accommodate co-location of additional antennas for future use, with a statement as to the number of antennas capable of being accommodated or an explanation as to why the tower will not be constructed to accommodate co-location; and

iv.) height and fall zone drawing.

2.) Conditional Use Procedure by Board of Zoning appeals on Receipt of Application - Consistent with the zoning code, the BZA shall provide notice of,

conduct a public hearing and render a decision on the conditional use requested in the application.

3.) General Requirements for all Telecommunications Towers in Residential Zones

i.) The applicant or tower provider shall demonstrate that the proposed tower location in a residential area is essential to service the applicant's service area and that there are no alternative sites in commercial, industrial or exclusively agricultural areas. If another tower or tall structure is technically suitable, the applicant must show that a reasonable request to co-locate was made and that such request was rejected. "Tall structures" shall include smoke stacks, water towers, electric transmission towers, existing antenna support structures or other telecommunications towers, utility buildings and structures over 48 feet in height.

ii.) Maintenance: Towers and related structures must be maintained in good working order.

iii.) The owner/operator shall remove a tower within one hundred eighty (180) days after the tower's use is discontinued.

4.) Development Standards for all Telecommunications Towers in Residential Districts.

a.) No telecommunications tower shall be permitted to be located in any platted subdivision approved under Sections 711.05, 711.09 or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road, when at least thirty-five percent (35%) of the lots within such subdivision or area are developed with at least one (1) dwelling unit.

b.) The maximum height of a tower proposed for one (1) antenna facility for use by a single telecommunications provider shall be 100 feet. The maximum height of a tower proposed for multiple antenna facilities for shared use by multiple telecommunications providers shall be as follows:

i.) Towers proposed for and designed to support the co-location of a total of two antenna facilities – 115 feet;

ii.) Towers proposed for and designed to support the co-location of a total of three antenna facilities – 130 feet; and

iii.) Towers proposed for and designed to support the co-location of four or more antenna facilities – 145 feet.

c.) Clear Fall Zone: Tower height shall be the distance measured from the base of the tower, at grade, to the highest point on the tower, including any antenna. Grade shall be determined as the elevation of the natural or existing topography of the ground level prior to construction of the tower.

i.) The tower base shall not be placed closer than the height of the tower plus forty feet from a unit on a lot contiguous to or directly across the street from the tower's lot.

ii.) A tower base shall be located no closer to any lot line than the distance equal to the height of the proposed tower. Any stabilization structures or guide wires shall be located no closer to any lot line than 50 feet.

iii.) The tower base shall be located no closer to a street right-of-way.

d.) Ancillary Requirements:

i.) Reasonable and safe access and circulation shall be provided to the tower.

ii.) Security fencing shall be provided to prevent uncontrolled access to the tower site.

iii.) The tower and related screening shall, to the extent practicable, be designed to be aesthetically and architecturally compatible with the surrounding environment.

iv.) The tower shall be of a monopole design.

v.) No advertising is permitted anywhere on the tower.

vi.) Where located on property not owned by the operator, the applicant shall present documentation that the owner of the property has approved the application

vii.) The applicant shall submit a signed statement indicating that he/she agrees to allow for the potential co-location of other antenna facilities to the extent possible.

viii.) An antenna may be attached to a nonresidential building permitted in the district as long as it meets the other requirements within this code.

ix.) Any structures for equipment shelter shall be shown on the site plan and be architecturally compatible with the surrounding area.

Towers on Township Property - With the prior consent of the township trustees obtained through resolution, a tower may be sited on township owned property not zoned for residential use.

With the prior consent of the township trustees obtained through resolution, a tower may be located on Township owned property zoned for residential use after obtaining a conditional use permit.

## ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

### Section 1100 General Requirements

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12) feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of up to five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Section 1111 and 1130, together with driveways, aisles, and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1113 Drainage. All parking and loading areas shall provide for proper drainage of surface water to prevent the drainage of such water onto adjacent properties or walkways.

Section 1114 Maintenance. The owner of property used for parking and/or loading shall maintain such area in good condition without holes free of all dust, trash, and other debris.

Section 1115 Lighting. Any parking area which is intended to be used during non-daylight hours shall be properly illuminated to avoid accidents. Any lights used to illuminate a parking lot shall be so arranged as to reflect the light away from the adjoining property.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas;

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments, or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and/or Landscaping. Whenever a parking area is located in or adjacent to a residential district it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. The space between such fence, wall, or planting screen, and the lot line of the adjoining premises in any residential district shall be landscaped with grass, hardy shrubs or evergreen ground cover and maintained in good condition. In the event that terrain or other natural features are such that the erection of such fence or planting screen will not serve the intended purpose, then no such fence or planting screen and landscaping shall be required.

Section 1119 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1120 Joint Use. Two or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

Section 1121 Wheel Blocks. Whenever a parking lot extends to a property line, wheel blocks or other suitable devices shall be installed to prevent any part of a parked vehicle from extending beyond the property line.

Section 1122 Width of Driveway Aisle. Driveways serving individual parking spaces shall be not less than twenty-five (25) feet wide for ninety (90) degree parking, twelve (12) feet wide for parallel parking, seventeen and one-half (17½) feet for sixty (60) degree parking and thirteen (13) feet for forty-five (45) degree parking.

Section 1130 Parking Space Requirements. For the purpose of this Resolution, the following parking space requirements shall apply:



TYPE OF USE

Single family or two family dwelling  
Apartments, or multi-family dwellings  
Mobile home  
Outdoor swimming pools, public or  
community or club

Retail establishments  
Offices, public or professional,  
Administrative or service buildings  
All other types of businesses or  
Commercial uses permitted in any district  
Churches  
All types of manufacturing, storage  
And wholesale uses

PARKING SPACES REQUIRED

Two for each unit  
Two for each unit  
Two for each unit  
One for each 5 persons capacity plus  
one for each 4 seats or one for each  
30 sq. ft. floor area used for seating  
purposes whichever is greater  
One for each 250 sq. ft. of floor area  
One for each 400 sq. ft. of floor area  
  
One for each 300 sq. ft. of floor area  
  
One for each 5 seats  
One for every 2 employees on the  
largest shift for which the building is  
designed

Section 1131 General Interpretations. In the interpretation of this Article, the following rules shall govern.

1. Parking spaces for other permitted or conditional uses not listed in this Article shall be determined by the Board upon an appeal from a decision of the Zoning Inspector.
2. Fractional numbers shall be increased to the next whole number.
- ~~4.3.~~ When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board upon an appeal from a decision of the Zoning Inspector.

## ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution “sign” does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. In no circumstances shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard or nuisance;
2. No sign shall be placed on the roof of any building;
3. No sign of any classification shall be installed, erected or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape.
4. All billboard signs shall be plainly marked with the name of the person, firm or corporation responsible for maintaining the sign;
5. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector proceed at once to put such sign in a safe and secure condition or remove the sign;
6. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combination of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than eight (8) square feet.
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1212 Signs Permitted in Business and Manufacturing Districts Requiring a Permit. The regulations set forth in this section shall apply to signs in the business and manufacturing districts and such shall require a permit.

1. In a business or manufacturing district, each business shall be permitted one flat or wall on-premises sign. Projection of wall signs shall not exceed two feet measured from the face of the main building. The area of all permanent on-premises signs for any single business enterprise may have an area equivalent to one and one-half (1½) square feet of sign area for each lineal foot of building width, or part of a building, occupied by such enterprise but shall not exceed a maximum area of one hundred (100) square feet.
2. In a business or manufacturing district, one off-premises sign with a total area not exceeding three hundred (300) square feet may be permitted at a single location. Off-premises signs visible to approaching traffic shall have a minimum spacing of not less than two hundred (200) feet. Off-premises signs shall conform to all applicable yard and height regulations for the appropriate zoning district. Off-premises wall signs shall have all structural and supporting member concealed from view.

Section 1220 Temporary Signs. Temporary signs not exceeding sixty-four (64) square feet in area, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202, the setback requirements in Section 1240-1243 and, in addition, such other standards deemed necessary to accomplish the intent as stated in Section 1200.

Section 1221 Free-Standing Signs. Free-standing on-premises signs not over thirty (30) feet in height, having a maximum total sign area of one hundred (100) square feet per display area and located not closer than fifteen (15) feet to any adjoining lot line may be placed to serve a business or group of business establishments. There shall be only one free-standing sign for each building, regardless of the number of businesses conducted in said building.

Section 1222 Wall Signs Pertaining to Non-Conforming Uses. On-premises wall signs pertaining to a non-conforming use shall be permitted on the same premises of such use, provided the area of such sign does not exceed twelve (12) square feet.

~~Section 1230 Political Signs. No political sign shall be posted in any place or in any manner that is destructive to public property upon posting or removal. No political sign shall be posted more than sixty (60) days before an election. All candidates for public office, their campaign committees, or other persons responsible for the posting on public property of campaign material shall remove such material within two (2) weeks following election day.~~

Section 1240 Sign Setback Requirements. Except as modified in Sections 1241 & 1243, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half ( $1/2$ ) foot but need not exceed one hundred (100) feet.

Section 1243 Setbacks for Public and Quasipublic Signs. Real estate signs and bulletin boards for church, school or any other public, religious or education institution may be erected not less than ten (10) feet from the established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulations of signs along primary highways shall conform to the requirements of the Ohio Revised Code, Chapter 5316 and the regulations adopted thereto.

Section 1251 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

**ARTICLE XIII ~~(MANUFACTURED DWELLING (HOUSING) — MOBILE HOME AND (MANUFACTURED DWELLING (HOUSING) — MOBILE HOME INDIVIDUALLY) MANUFACTURED AND/OR MOBILE HOME PARKS AND MANUFACTURED AND/OR MOBILE HOMES INDIVIDUALLY~~**

Section 1300 Intent. It is the intent of this Article to regulate the location of, and to encourage, stabilize and protect the development of well planned manufactured and/or mobile home parks if one is proposed after the adoption or amendment of this Resolution.

Section 1310 Approval Procedures. Manufactured and/or mobile ~~Mobile~~ home parks shall be permitted only as a Conditional Use in the U-1 District and shall be developed according to the general standards and regulations stated and referenced in Article 13.

Section 1320 General Standards for Manufactured and/or Mobile Home Parks. A new or expanded manufactured and/or mobile home park shall:

1. be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
2. not be hazardous or detrimental to existing or future neighboring uses;
3. be served adequately by essential public facilities and services such as highways, police and fire protection, drainage, refuse disposal, etc., or that the persons or agencies responsible for the establishment of the proposed park shall be able to provide adequately any such needed services;
4. be consistent with the intent and purpose of this Resolution;
5. have vehicular approaches to the property which shall be so designed as not to create an interference with the traffic on surrounding public highways;
6. not result in the destruction, loss or damage of natural features of major importance.

Section 1330 Manufactured and/or Mobile Home Park Requirements. Manufactured and/or mobile ~~Mobile~~ home parks shall be developed in accordance with ~~the requirements of Chapter 37 1-27 of the Ohio Sanitary Code adopted by the Public Health Council under the authority of the Ohio Revised Code, Section 3733 and as amended~~ all local, State, and Federal requirements.

Section 1341 Manufactured Homes (not permanently sited) and/or Mobile Homes Individually. The following requirements shall apply to manufactured homes (not permanently sited) and/or mobile home dwellings that are placed upon an individual lot. Manufactured and/or mobile ~~Mobile~~ home dwellings are a Conditional Use in the U-1 District only.

1. Individual manufactured homes (not permanently sited) and/or mobile homes shall have, using accepted industry measurement standards, a minimum area of nine hundred (900) square feet of floor area.
2. The mobile home's tongue(s), axle(s) and wheels shall be removed and the home shall be placed upon a permanent concrete foundation which is below the frost line and is in accordance with the County Auditor's current requirement for real estate tax purposes and which includes at least two tie down rings.



3. The mobile home shall be skirted entirely enclosing the bottom section, within ninety (90) days after its placement. Skirting shall be constructed of vinyl, aluminum or other suitable material that is designed specifically for skirting.

~~3.4. Will be designed, constructed, skirted, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.~~

~~4. The mobile home shall be landscaped with lawn and shrubbery within one hundred sixty (160) days after its placement.~~

~~5. The mobile home shall: (1) not be increased in floor area by any means of construction except with a unit specifically designed and constructed by the mobile home manufacturer; (2) not be covered with an additional roof structure.~~

~~6. The mobile home lot shall have an accessory structure thereon with minimum dimensions of 8 x 12 feet for storage purposes. It shall be located in the side or rear yard.~~

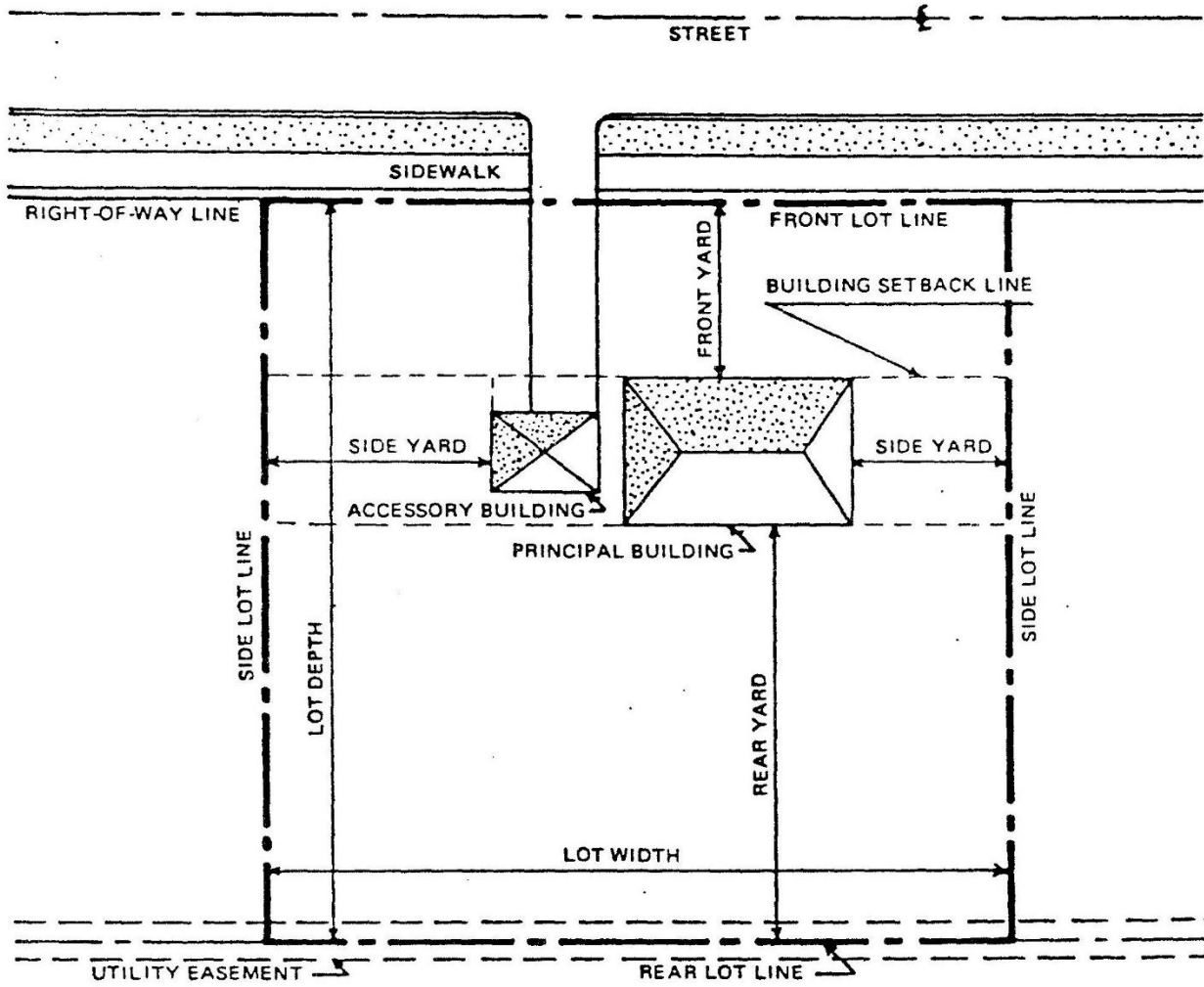
\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Attest: Clerk, Board of Trustees

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

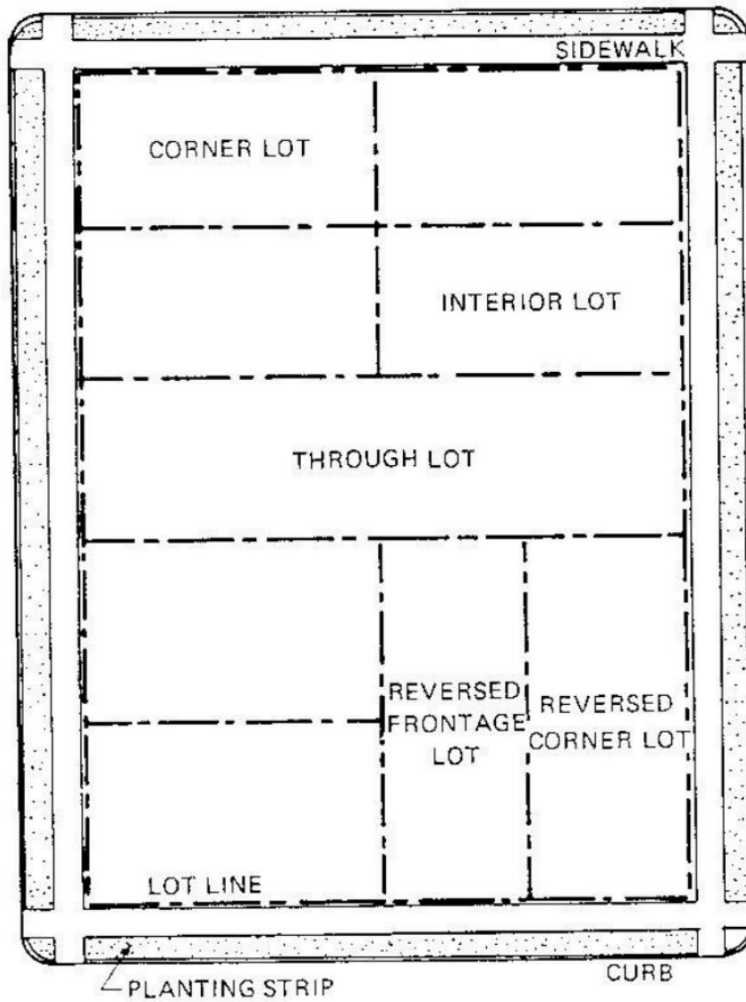


LOT AREA= TOTAL HORIZONTAL AREA  
 LOT COVERAGE= PER CENT OF LOT OCCUPIED  
 BY BUILDING

## LOT TERMS

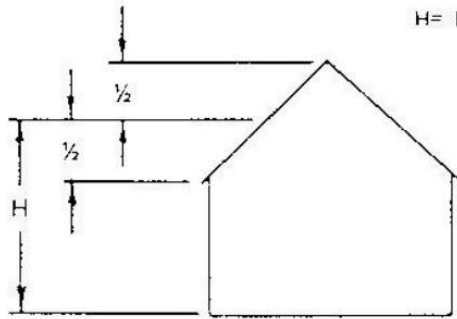
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**STREET**



**TYPES OF LOTS**

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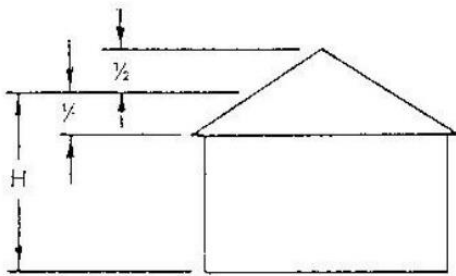
H= HEIGHT OF BUILDING

END VIEW

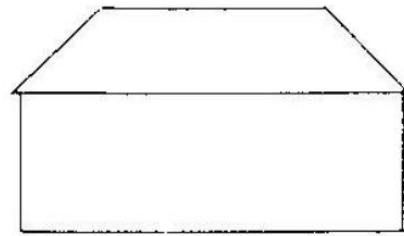


SIDE VIEW

GABLE ROOF

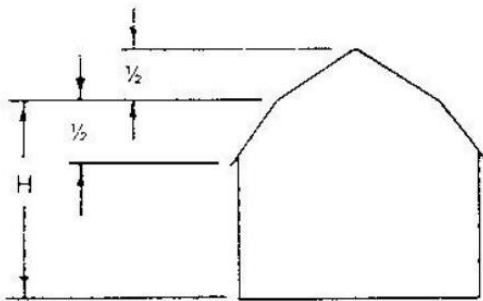


END VIEW

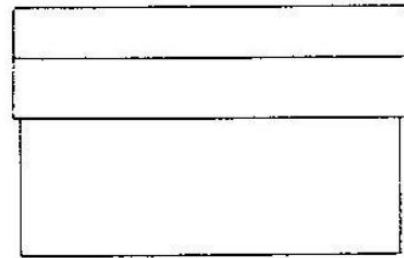


SIDE VIEW

HIP ROOF

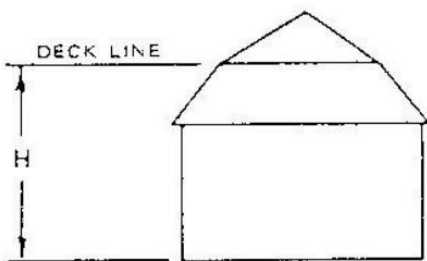


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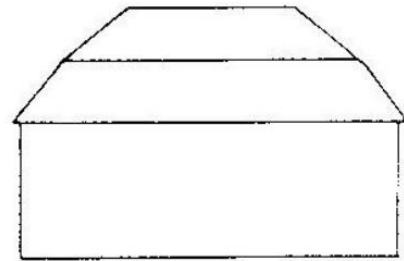


SIDE VIEW

GAMBREL ROOF



END VIEW

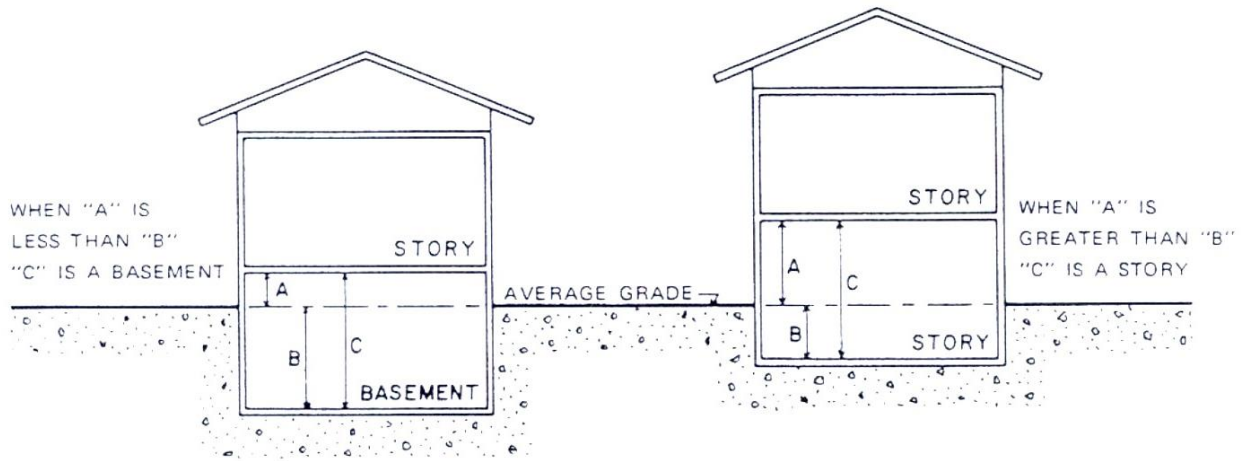


SIDE VIEW

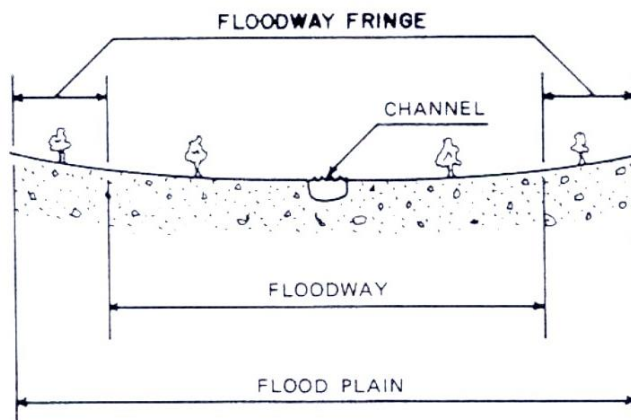
MANSARD ROOF

## ROOF TYPES AND BUILDING HEIGHT

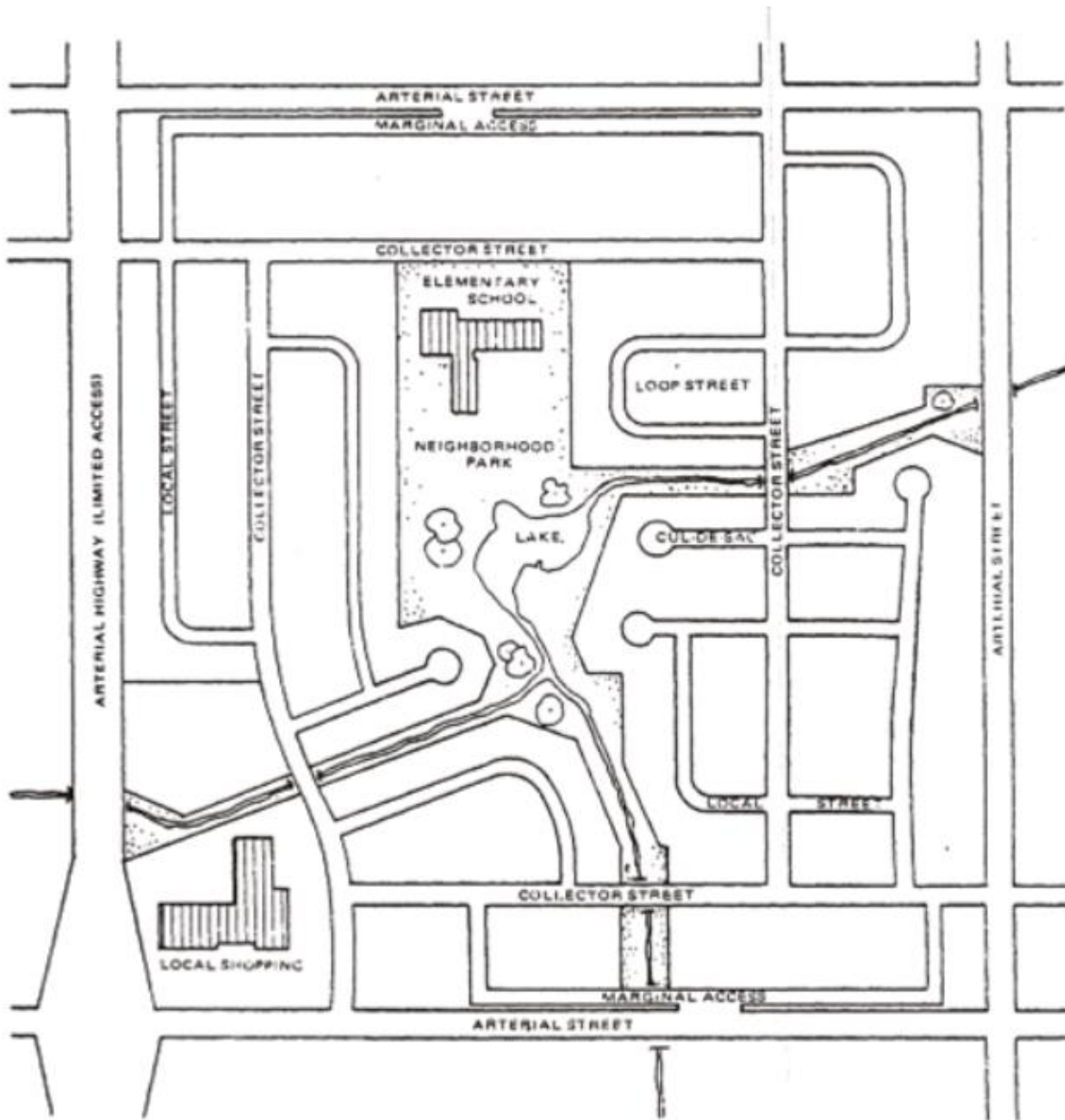




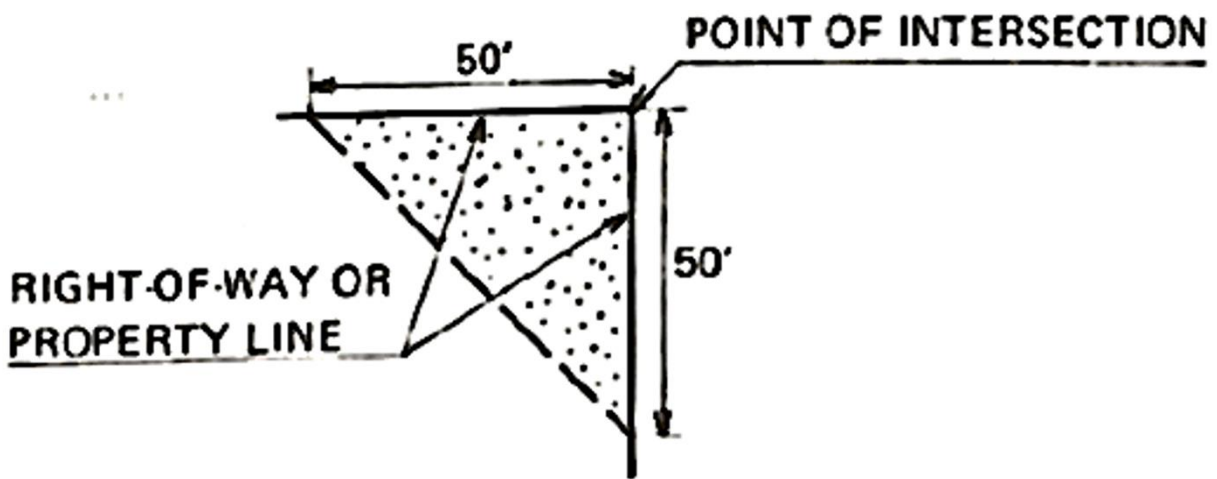
## BASEMENT & STORY



## FLOOD PLAIN TERMS

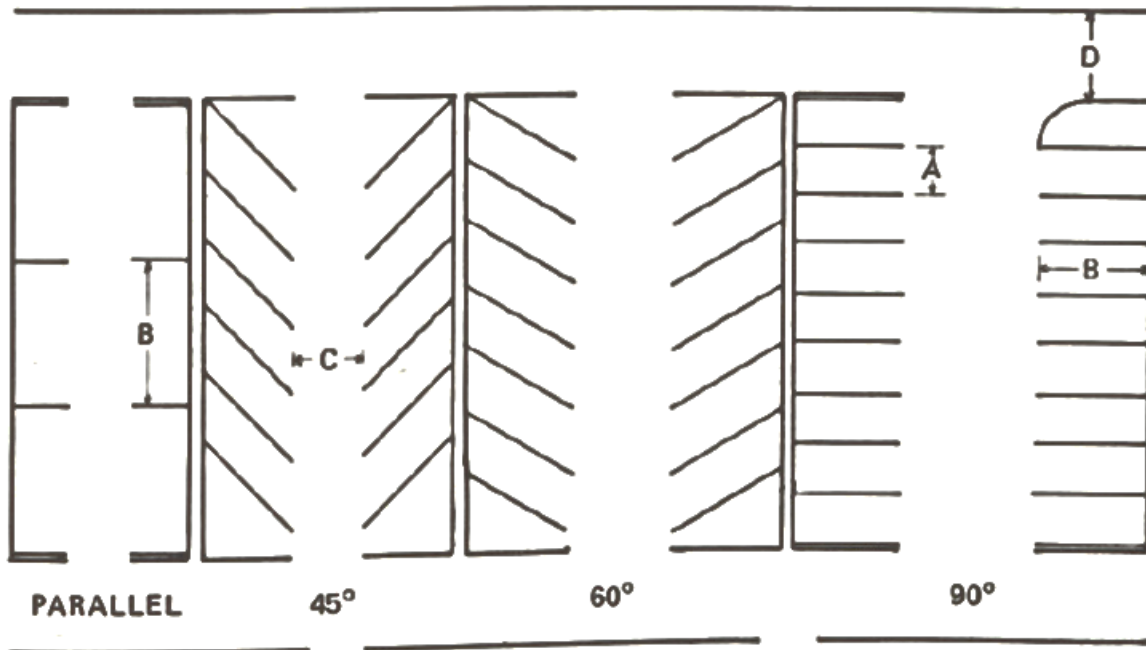


**CLASSIFICATION OF THE THOROUGHFARE SYSTEM**



## **VISIBILITY AT INTERSECTIONS**

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## OFFSTREET PARKING

OFF-STREET PARKING DIMENSIONAL TABLE

		45°	60°	90°	Parallel
A	Width of Parking Space	12'	10'	9'	9'
B	Length of Parking Space	19'	19'	19'	23'
C	Width of Driveway Isle	13'	17'6"	25'	12'
D	Width of Access Driveway	17'	14'	14'	14'



LN 980001

**FILED**

MAR 11 1998

CAROLYN COLLINS  
LOGAN COUNTY RECORDER

UNION TOWNSHIP ZONING RESOLUTION

LOGAN COUNTY, OHIO



CLERK'S OFFICE  
**UNION TOWNSHIP**  
4627 STATE ROUTE 508  
BELLEFONTAINE, OH 43311

February 8, 2007

At the regular meeting of the Union Township Trustees held on February 8, 2007, Mr. Joe King moved to change the minimum lot size to 3 acres with a minimum of 200 feet road frontage effective March 10, 2007. Mr. Steve Yoder seconded the motion. All trustees voted yes.

Sonya L. King, Fiscal Officer  
Union Township

STATE OF OHIO  
LINDA HANSON  
LOGAN COUNTY RECORDER 1P  
D 2007001744 Z UN/121  
PAM Date 03/13/2007 Time 13:18:56  
Recording Fees: 20.00



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## PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS: ENCOURAGING, REGULATING AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION AND USE OF STRUCTURES AND LAND: PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL, RECREATIONAL, AND PUBLIC AREAS: PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY IN RELATIONSHIP TO SURROUNDING PROPERTIES: LIMITING CONGESTION IN THE PUBLIC RIGHTS-OF-WAY: PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND: PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESOLUTION OR ANY AMENDMENT THERETO. ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE AND FOR THE REPEAL THEREOF.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF UNION, LOGAN COUNTY, OHIO.

### ARTICLE I TITLE, INTERPRETATION AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the "Zoning Resolution of the Township of Union, Logan County, Ohio."

Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. The use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning permit or certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit however.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this Resolution shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date. All existing Resolutions shall, upon adoption of this Resolution, be replaced by this Resolution and this Resolution shall have full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.

## ARTICLE II DEFINITIONS

Interpretation of Terms or Words. For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.
4. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."
5. The word "lot" includes the words "plot" or "parcel."

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Agriculture. "Agriculture" includes farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and furbearing livestock; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber, pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but secondary to, such husbandry or production.

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable



vegetative cover is not maintained.

Aviation Field (Private). Any privately owned and operated, F.A.A. approved runway, landing area or other facility designed, used or intended to be used for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage facilities and tie-down areas, hangers and other necessary buildings and open spaces.

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams or girders.

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building, Manufactured. A manufactured building has the following features or characteristics: It is (1) mass produced in a factory; (2) designed and constructed for transportation to site with or without a chassis for installation and use when connected to required utilities; (3) either an independent, individual factory erected building or a module with two or more sides erected at the factory, for combination with other elements to form a building on the site.

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential

area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, supermarkets, etc.

Business, Drive-in. Any business, structure or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises. Some retail sales may be involved in connection with the service rendered.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services and clothing shops.

Chassis. The steel undercarriage, supporting framework to which a dwelling is permanently attached.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational, fraternal or recreational purpose primarily for the exclusive use of members and their guests.

Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit. A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. Gross Density. The number of dwelling units per acre of the total land to be developed.
2. Net Density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Dwelling. Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping



room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

Dwelling, Single-Family. A dwelling, except (Housing) Manufactured, consisting of single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Multi-Family. A dwelling, except (Housing) Manufactured, consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, (Housing) Manufactured. A manufactured building or portion of a building designed for long-term residential use. This category includes the following:

- (a) Modular Unit. A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements which are to be incorporated into a structure at the site.
- (b) Sectional Units. A dwelling made of two or more modular units transported to the homesite, put on a foundation, and joined to make a single dwelling.
- (c) Mobile Home. Manufactured housing built on a chassis. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, even when wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle.
- (d) Mobile Home, Double-Wide or Triple-Wide: A mobile home consisting respectively of two or three sections combined horizontally at the site to form a single dwelling, while still retaining their individual chassis for possible future movement.
- (e) Mobile Home, Expandable. A mobile home with one or more room sections that fold, collapse, or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.

This category does not include the sub-assembly methods of construction known as pre-fab or pre-cut, in which cases some portion of the preparation or sub-assembly may be done at the factory but not erected until at the foundation site.



STATEMENT OF INTENT FOR  
DWELLING (HOUSING), MANUFACTURED DEFINITION

Because terms for manufactured housing such as those listed in the above definition titled Dwelling, (Housing) Manufactured tend to change over the years, the purpose and intent of the definition is to draw a distinction between dwellings that are produced and erected in assembly line style at the factory, from those stick-built dwellings (see definition of Stick-built) in which a substantial amount of material and construction labor are brought together in final form at the foundation site. The above explanation is the spirit in which any future interpretation shall be made from this section, no matter what terms for manufactured housing are in vogue at any given time.

Dwelling, Rooming House (Boarding House, Lodging House, Dormitory). A dwelling or part thereof, other than a hotel, motel or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.

Essential Services. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more related persons occupying a single dwelling unit.

Farm. A farm is an area of land on which an agricultural product is produced that derives an income and has a cash marketable value for the landowner or tenant.

Farm Pond. A body of water smaller than a lake, located on a farm.

Floor Area of a Residential Building. The sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor area of a Non-Residential Building (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms.

Floor Area, Usable. Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

Food Processing. The preparation, storage or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

Gasoline Service Station. Buildings and premises where gasoline, oil, grease,

batteries, tires, and automobile accessories may be supplied and dispensed at retail.

Hazardous Wastes. Means those substances which, singly or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

Home Occupation. An occupation conducted in a dwelling unit, provided that: No more than one person other than members of the family residing on the premises shall be engaged in such occupation. The uses of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated and mounted flat against the wall of the principal building. No traffic shall be generated by such occupation in greater volume than would normally be expected in such a residential area and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Resolution.

Junk. "Junk" means old scrap, copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard. "Junk Yard" means an establishment or place of business which is maintained or operated, or any other land used, for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand feet of the nearest edge of the right-of-way of a highway or street.

Kennel. Any lot or premise on which dogs, cats, or other household pets are boarded, bred or exchanged for monetary compensation.

Lake. A body of fresh water of considerable size, surrounded by land.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For purposes of this Resolution, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other spaces as are herein required. Such

lot shall have frontage on an improved public street or road, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, complete lots of record and portions of lots of record, or of portions of lots of record;
4. A parcel of land described by metes and bounds.

However, in no case of diversion or combination shall any residential lot or parcel be created which does not meet the requirements of this Resolution.

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion at the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets or roads right-of-way lines shall be considered frontage, and yards shall be provided as indicated under "Yard" in this section. (Also see Lot Measurements, Width)

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:

1. Depth. The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and rearmost points of the side lot lines in the rear.
2. Width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except on cul-de-sac streets where it is measured at the setback line. (Also, see Lot Frontage)

Lot of Record. A lot which is part of a subdivision recorded in the office



of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots and through lots is as follows:

1. Corner Lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.
2. Interior Lot. A lot with only one frontage on a street.
3. Through Lot. A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.
4. Reversed Frontage Lot. A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Mining, Commercial Quarries, Sand and Gravel Pits. Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction.

Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park.

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure or use of land existing at the time

of enactment of this Resolution and which does not conform to the regulations of the district or zone in which it is situated.

Nursery, Nursing Home. A home or facility for the care and treatment of babies, children, pensioners or elderly people.

Nursery, (Greenhouse) Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic, financial or religious or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools and tennis courts and other recreational facilities that the zoning commission deems permissive. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or road or alley right-of-way.

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops and similar activities.

Pond. A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout. Ponds constructed by the first method are referred to as embankment ponds, and those constructed by the second method are referred to as excavated ponds.

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or non-profit.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, substations, water treatment plant or pump station, sewage disposal plant or pump station, communications facilities and/or equipment, electrical, gas, water and sewerage service and other similar public service structures or facilities whether publicly or privately owned; but excluding sanitary landfills.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.



Quasi-public Use. Churches, and other facilities of an educational religious, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck camper, and motor home.

Recreational Vehicle Park. A parcel of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Research, Development and Testing. Establishments, structures, facilities and areas devoted to research, product development and scientific testing whether in connection with the development of new products, the discovery of causes of product failure or malfunction, and specifically including without limitation the conduct of research, development and testing concerning: automotive, vehicular and other forms of transportation; engines, power products and equipment; production equipment; any and all other processes related to any of the foregoing; and improved highway facilities for vehicular traffic.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting, and drainage facilities, and may include special features required by the topography or treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Salvage Motor Vehicle. Means any motor vehicle which is in a wrecked, dismantled, or worn out condition, or unfit for operation as a motor vehicle.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. Sign, On-Premises. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. Sign-off-Premises. Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
3. Sign Illuminated. Any sign illuminated by electricity, gas or other artificial light including reflection or phosphorescent light.
4. Sign, Lighting Device. Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
5. Sign, Ground. Means a display sign supported by uprights or braces in or upon the ground surface.
6. Sign, Marquee. Means a display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
7. Sign, Pole. Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.



8. Sign, Projecting. Means a display sign which is attached directly to the building wall and which extends more than fifteen inches from the face of the wall.
9. Sign, Roof. Means a display sign which is erected, constructed and maintained above the roof of the building.
10. Sign, Temporary. Means a display sign, banner or other advertising device constructed on cloth, canvas, fabric or other light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.
11. Sign, Wall. Means a display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Service Station. Any building, structure, or land used for the dispensing and sale at retail of any automobile fuels, oils, or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work.

Solid Wastes. Means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, and slag and other substances which are not harmful or inimical to public health, and includes, but is not limited to, garbage, combustible and non-combustible material, street dirt, and debris. For purposes of this definition, "material from construction operations" and "material from demolition operators" are those items affixed to the structure being constructed or demolished, such as brick, stone, glass, wallboard, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.

Stick-built. A way of describing any structure built from boards of lumber and other building materials, in which a substantial amount of the required material and construction labor are brought together in final form at the foundation site.

Story. That part of a building between the surface of a floor and the ceiling immediately above.

Storage Facility. A structure which is partially open or fully enclosed in which animals, chattels or property are stored or kept.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences and billboards.

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. A pool, lake, pond or open tank containing at least 1.5 feet of

water at any point and maintained by the owner or manager. Farm ponds are exempt from this definition.

1. Private. Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.
2. Community. Operated with a charge for admission; a primary use.

Toxic or Hazardous Material. Means any substance or mixture by physical characteristic such as flammability, corrositivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein separately defined. Examples include: hotel, motel, and apartment hotel.

Transport Terminals. Any business, structure or premise which primarily receives or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the graded lot upward; provided, accessories,

ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. Yard, Front. A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.
2. Yard, Rear. A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
3. Yard, Side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or land in accordance with the previously issued Zoning Permit.

Zoning Permit. A document issued by the zoning inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.



### ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure or land be established or changed in use without a permit therefore, issued by the Zoning Inspector. Said permit shall be obtained before any county permits are obtained. Zoning permits shall be issued only in conformity with the provisions of this Resolution unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application For Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall clearly state that the permit shall expire and may be revoked if work has not begun within six months or substantially completed within one and one-half (1½) years. At a minimum, the application shall contain the following information:

1. Name, address and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;

6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be build upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

Section 302 Approval of Zoning Permit. Within ten (10) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provision of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within six months. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that he shall not issue a zoning permit for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within six months from the date of issuance thereof, said permit shall expire; it shall be revoked by the Zoning Inspector; and written notice thereof shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within one and one-half (1½) years of the date of issuance thereof, said permit shall expire and be

revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six months increments, not to exceed one and one-half years.

Section 310 Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises or both, or part thereof thereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefore by the Zoning Inspector stating that the proposed use of the building or land conforms to the requirements of this Resolution.

Section 311 Temporary Certificate of Occupancy. A temporary certificate of occupancy may be issued by the Zoning Inspector for a period not exceeding six months during alterations or partial occupancy of a building pending its completion.

Section 312 Record of Zoning Permits and Certificates of Occupancy. The Zoning Inspector shall maintain a record of all zoning permits and certificates of occupancy and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit or Certificate of Occupancy. Failure to obtain a zoning permit or certificate of occupancy shall be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction And Use To Be As Provided In Applications, Plans, Permits, and Certificates. Zoning permits or certificates of occupancy issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor. Any person who violates this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one hundred (100) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in the County by the legal representative of the township, in the name of the township and for the use thereof. Each day such

violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure for zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.



#### ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where



demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Section 540 through 549.

Section 431 Non-Conforming Lots of Record in Combination. If two or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided:

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land.

Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provision:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two months of the time of destruction.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is moved.

Section 456 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but no such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;
4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed;





5. When a non-conforming use of a structure, or structure and land in combination is discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), the structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located;
6. Where non-conforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this Resolution shall not be deemed a non-conforming use in such district, but shall without further action be considered a conforming use.

## ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. He may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, he shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any other action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action on zoning and certificate of occupancy permits and such similar administrative duties as are permissible under the law.

Section 510 Proceedings of Zoning Commission. The Commission shall adopt



rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Zoning Commission and Its Duties. A Township Zoning Commission is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4) and five (5) year terms. Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

The Commission shall have the following duties: (1) Initiate proposed amendments to this Resolution; and (2) Review all proposed amendments to this Resolution.

Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. Each member shall be a resident of the unincorporated area of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse or affirm wholly or partly, or modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from whom the appeal is taken. A concurring vote of at least three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purposes of this Resolution the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by

the Zoning Inspector;

2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township from appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to the procedures and requirements of Section 541-549, inclusive, of this Resolution. As specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any office or bureau of the legislative authority of the Township affected by a decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him that by reason of facts stated in the application, a



stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Inspector from whom the appeal is taken and on due cause shown

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in specific cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in unnecessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicants;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards;
  - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
  - b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
  - c. That special conditions and circumstances do not result from the actions of the applicant;
  - d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have been met by the applicant.

Section 545 Supplementary Conditions and Safeguards. Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Resolution in the District involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district. In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within twenty (20) days after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing in Newspaper. Before holding the public hearing required in Section 546, notice of such hearing shall be given in one newspaper of general circulation in the township at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices published in newspapers as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements For Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-568, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562-568, inclusive.



Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
3. Will not be hazardous or disturbing to existing or future neighboring uses;
4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;



5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
6. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
7. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice in a newspaper, and give written notice to all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 566, the Board shall either approve, approve with supplementary conditions as specified in Section 565, or disapprove the application as presented. If the application is approved or approved with modifications, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the application is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if such conditionally permitted use has not been instituted or utilized within one (1) year of the date on which the permit was issued, or if for any reason such use shall cease for more than six (6) months. Change of ownership shall have no effect on the validity of the conditional use.

## ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This Resolution may be amended utilizing the procedures specified in Sections 601-611, inclusive of this Resolution.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:

1. Name address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (ten) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code, as amended.

Section 605 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Commission may proceed as required by law, however, the township trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the trustees that he shall proceed to acquire the land needed, then the trustees shall refuse to approve the rezoning. If the Director of Transportation notifies the trustees that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the trustees shall proceed as required by law.

Section 606 Recommendation by Zoning Commission. After complying with all the requirements of Chapter 519.12 of the Ohio Revised Code, the Zoning Commission shall transmit its recommendation to the Township Trustees. The Zoning Commission may recommend that the amendment be granted as requested, or it may



recommend a modification of the amendment requested, or it may recommend that the amendment be denied.

Section 607 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the township trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section 608 Notice of Public Hearing in Newspaper. Notice of the public hearing required in Section 607 shall be given by the township trustees in compliance with all the requirements of Chapter 519.12 of the Ohio Revised Code as amended.

Section 610 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section 607, the township trustees shall either adopt or deny the recommendation of the zoning commission, or adopt some modification thereof. In the event the trustees denies or modifies the recommendation of the zoning commission, it must do so by a unanimous vote.

Section 611 Effective Date and Referendum. Such amendment adopted by the trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the adoption of the amendment there is presented to the trustees a referendum petition, which is filed in accordance with Section 519.12 of the Ohio Revised Code as amended.

ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map. The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map. The Official Zoning Map shall be identified by the signature of the chairman of the Board of Township Trustees and attested to by the Clerk.

Section 720 Interpretation of District Boundaries. Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines, such center lines, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2. Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and such distance therefrom as indicated on the Official Zoning Map. If no distance is given, such dimensions shall be determined by the use of the scale shown on the Map.



Section 730 Replacement of the Official Zoning Map. In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the township trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct drafting errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the chairman of the trustees, attested to by the township clerk, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted     (date)     as part of the Zoning Resolution of Union Township, Logan County, Ohio.

## ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS

Section 800 Intent. The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1). The purpose of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the county's Subdivision Regulations (A major plat consists of 6 or more lots). Some residential, commercial and industrial development may be permitted as Conditional Uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Department regulations. Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

Section 811 Low Density Residential District (R-1). The purpose of the low density residential district is to provide land for single family dwelling units not to exceed four dwellings per acre with a central sewage system. If a central sewage system is not available, then the minimum lot size shall be 40,000 square feet exclusive of road right-of-way. This district shall also include land that is subdivided which requires a major plat under the county's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific Permitted and Conditional Uses are listed on the Official Schedule of District Regulations and the district is shown on the map.

## ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted by the Board of Zoning Appeals.

1. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall be erected or altered:
  - a. to provide for greater height or bulk;
  - b. to accomodate or house a greater number of families;
  - c. to occupy a greater percentage of lot area;
  - d. to have narrower or smaller rear yards, front yards, side yards, or other open spaces;
3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.

Section 910 Official Schedule of District Regulations. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations."



OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

ZONING DISTRICTS

(Symbols as used on the Official Zoning Map)

PERMITTED USES

(Accessory Uses and essential services are included)

CONDITIONAL USES

(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)

1

2

3

<p>U-1 Rural</p>	<p>Orchards; Agriculture; Very low density residential; Public &amp; quasi-public uses; Nursery (greenhouse), tree &amp; plant; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Tractor &amp; implement sales &amp; service; Offices; Veterinary animal hospital or clinic; Kennel; Home occupation; Commercial &amp; non-commercial recreation; Service business; Mineral extraction; Light manufacturing; Personal services; (Dwelling, (Housing) Manufactured-mobile home); Craft &amp; hobby shop; Manufactured dwelling (Housing) -Mobile Home Park;</p>
<p>R-1 Low Density Residential</p>	<p>Dwelling, Single-family; (Dwelling, (Housing) Manufactured-modular &amp; sectional units only);</p>	<p>Home occupation; Service business; Personal services; Offices;</p>

MINIMUM LOT SIZE (square feet per household)			FRONTAGE (Width) (Feet)	MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED (Principal and Accessory Buildings)	MINIMUM FLOOR AREA (Square Feet)	MAXIMUM HEIGHT OF (Principal Buildings) Stor- ies Feet		MINIMUM YARD DIMENSIONS (Ft.)		
With On-Site Sewage Treat- ment	With Group or Central Sewage Treat- ment					Front	Side	Rear	One Side Yard	Sum of Side Yards
4	5	6	7	8	9	10	11	12	13	14

U-1	40,000-----	150	25	1,000*	2½	35	50	20	40	30
R-1	40,000-----	150	25	1,200	2½	35	50	20	40	30
	10,800--	80					(35)	(10)	(20)	(30)

ACCESSORY BUILDINGS

Maximum Minimum  
Height Distance  
(feet) in feet to

Side Rear  
Lot Lot  
Line Line

MINIMUM (MANDA-  
TORY) OFF-  
STREET PARKING  
SPACE  
(One unit for  
each)

MINIMUM  
(MANDATORY  
OFF-STREET  
LOADING  
SPACE

SIGNS  
PER-  
MITTED

OTHER PROVI-  
SIONS AND RE-  
QUIREMENTS  
(Supplementary  
regulations,  
prohibitions,  
notes, etc.)

15 16 17 18 19 20 21

U-1	20	10	10	See Article XI	See Article XI	See Article XII	*900 s.f. for mobile dwelling
R-1	15	10	10	"	"	"	Use parenthesis figures if central sewerage is used

## ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General. The purpose of the supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may be encountered.

Section 1001 Conversion of Dwellings to More Units. A residence may be converted to accommodate an increased number of dwelling units provided:

1. The yard dimensions, including minimum lot width still meet the yard dimensions required by the zoning regulations for new structures in that district in which the dwelling is located;
2. The lot area per family equals the lot area requirements for new structures in that district;
3. The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools. A private swimming pool, not including farm ponds, shall be any pool, lake, or open tank not located within a completely enclosed building and containing or normally capable of containing water to a depth at any point greater than one and one-half ( $1\frac{1}{2}$ ) feet. No such swimming pool, exclusive of portable swimming pools with a diameter less than 12 feet or with an area of less than 100 square feet shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:



1. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
2. It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than 10 feet to any property line of the property on which it is located.
3. The swimming pool or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from adjacent properties. Said fence or wall shall be not less than five (5) feet in height and maintained in good condition with a gate and lock.

Section 1003 Community or Club Swimming Pools. Community and club swimming pools are permitted as commercial or non-commercial recreation in accordance with the Official Schedule of District Regulations, and shall comply with the following conditions and requirements:

1. The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;
2. The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than thirty (30) feet to any property line;
3. The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.

Section 1004 Temporary Buildings. Temporary buildings, construction trailers, equipment and materials used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the zoning inspector.

Section 1005 Parking and Storage of Certain Vehicles. The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2. The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
3. The parking or storage, within any district, of a junked, dismantled or wrecked automotive vehicle or parts thereof which is in public view of any highway for a period of more than thirty (30) days shall be prohibited.



For purposes of this section, a junked, dismantled or wrecked automotive vehicle shall be one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways.

This section shall not apply to properly licensed junk yards and motor vehicle salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

Section 1010 Supplemental Yard and Height Regulations. In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011-1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings. On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two and one-half ( $2\frac{1}{2}$ ) and ten (10) feet above the center line grades of the intersecting streets or roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street or road lines fifty (50) feet from the point of intersection.

Section 1014 Yard Requirements for Multi-Family Dwellings. Multi-family dwellings shall be considered as one (1) building for the purpose of determining front, side and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than (40) feet to any lot line of a residential structure, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided.

Section 1016 Architectural Projections. Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side or rear yard.

Section 1017 Exceptions to Height Regulations. The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other

appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1020 Special Provisions for Commercial and Industrial Uses. No commercial or industrial use as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits are taken.

Section 1021 Fire Hazards. Any activity involving the permitted use or storage of flammable chemicals, petroleum products or explosive materials shall be protected by adequate fire-fighting and fire prevention equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.

Section 1022 Electrical Disturbance. No activity shall emit electrical disturbance adversely affecting the operation of any equipment at any point other than that of the creator of such disturbance. The disturbance must be due solely to the creator and not due to defective wiring, equipment etc., at the receiving point.

Section 1024 Water Pollution. Water pollution as defined or determined by the County Board of Health or the Ohio Environmental Protection Agency shall be subject to corrective measures, requirements and regulations as established by the Board of Health or the Ohio E.P.A.

Section 1025 Mining, Mineral, Sand and Gravel Extraction; Storage and Processing. The extraction, storage and processing of minerals shall be conducted in accordance with the requirements of Sections 1026 through 1032 inclusive.

Section 1026 Distance from Residential Areas. Mineral extraction, storage or processing shall not be conducted closer than 500 feet from any residential district, nor closer than 500 feet from any structure used for human occupancy in any other district.

Section 1027 Filing of Location Map. The operator shall file with the Zoning Inspector a location map which clearly shows areas to be mined and the location of adjacent properties, roads and natural features.

Section 1028 Information on Operation. The operator shall submit information on the anticipated depth of excavations and on depth and probable effect on the existing water table as coordinated with the Ohio Division of Water.

Section 1029 Restoration of Mined Area. The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.

Section 1030 Performance Bond. The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned on the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the zoning inspector that the restoration is complete and in compliance with the restoration plan.

Section 1031 Enforcement Provisions. The zoning inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with "No Trespassing" signs to discourage human injury to the general public.

Section 1032 Measurement Procedures. Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York; the Manufacturing Chemists' Association, Inc., Washington, D.C.; the United States Bureau of Mines and the Ohio Environmental Protection Agency.

Section 1040 Roadside Produce Stands. A building for the sale of home-grown produce may be located not less than twenty-five (25) feet from the highway right-of-way if it is a portable building. If portable, it shall be removed from its roadside location during the season that it is not in use as a roadside produce stand. A permanent structure for such use may be constructed, but shall be located not less than fifty (50) feet from the highway right-of-way line. Parking shall be provided off the highway right-of-way.

Section 1050 Storage of Toxic or Hazardous Materials. Except as exempted hereafter, the storage of toxic or hazardous materials, as determined by the Ohio Environmental Protection Agency, in quantities greater than 55 gallons liquid or 25 pounds dry weight for any one material shall be prohibited.

This section shall not apply to fuels stored in less than 1,100 gallon tanks that conform with the Ohio Fire Code for the purpose of heating buildings and located on site, nor to materials stored for one-site residential, industrial, commercial or agricultural purposes.

"Storage" when used in connection with this section, means the containment of hazardous materials, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of the material.

Section 1055 Satellite Television Antennas. A satellite television antenna is an antenna the purpose of which is to receive television or radio signals from orbiting satellites.

A satellite television antenna shall not be located in any front yard. Nor

shall it be located in any side yard closer to the building front setback line than the front of an adjoining residential structure, provided the adjoining residential structure is within 100 feet of the side lot line on which the antenna is proposed. Said antenna shall meet the minimum side and rear yard requirements for accessory structures and buildings.

Ground mounted satellite antennas in areas zoned residential shall not extend more than fifteen (15) feet above the ground, twenty (20) feet in all other zones. Roof mounted antennas shall be prohibited.

The satellite television antenna shall be constructed and anchored in such a manner to withstand wind forces up to 100 miles per hour.

Section 1060 Effective Screening of Junk Storage and/or Sales of Junk. Junk storage and/or sales of junk shall be effectively screened on all sides by means of walls, fences, or plantings. Walls or fences shall be a minimum of eight (8) feet in height with no advertising thereon. In lieu of such wall or fence, a strip of land not less than fifteen (15) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than six (6) feet in height may be substituted. Storage of materials shall not exceed the height of the screening. Storage of junk shall not be located in any front or side yard.

Section 1065 Garage, Porch, Yard or Similar Type Sales. A resident may conduct a garage, porch, yard or similar type sale provided such sale does not exceed one such event during any six (6) months period. No sale shall exceed three (3) consecutive days in length. Parking shall be provided off the public highway right-of-way; and off neighboring property unless consent is obtained from the affected neighbor to do so. All signs advertising such sales shall be removed immediately after the sale has concluded its duration.

Section 1067 Mobile Trailers Prohibited For Business, Storage and Sign Purposes. The use of a mobile home, tractor trailer, box car, or other similar type trailer, container or structure shall not be permitted as an office or business structure, storage facility or sign structure except as stated in Section 1004.



## ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

### Section 1100 General Requirements

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Space Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12)



feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of up to five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Section 1111 and 1130, together with driveways, aisles, and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas;

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments, or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and/or Landscaping. Whenever a parking area is located in or adjacent to a residential district it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. In the event that terrain or other natural features are such that the erection of such fence or planting screen will not serve the intended purpose, then no such fence or planting screen and landscaping shall be required.

Section 1119 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1120 Joint Use. Two or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

2. Fractional numbers shall be increased to the next whole number.
3. When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board upon an appeal from a decision of the Zoning Inspector.

## ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution "sign" does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. In no circumstance shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard or nuisance;
2. No sign shall be placed on the roof of any building;
3. No sign of any classification shall be installed, erected or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape.

4. All billboard signs shall be plainly marked with the name of the person, firm or corporation responsible for maintaining the sign;
5. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector proceed at once to put such sign in a safe and secure condition or remove the sign;
6. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than eight (8) square feet.
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1212 Signs Permitted in Business and Manufacturing Districts Requiring a Permit. The regulations set forth in this section shall apply to signs in the business and manufacturing districts and such shall require a permit.

1. In a business or manufacturing district, each business shall be permitted one flat or wall on-premises sign. Projection of wall signs shall not exceed two feet measured from the face of the main building. The area of all permanent on-premises signs for any single business enterprise may have an area equivalent to one and one-half ( $1\frac{1}{2}$ ) square feet of sign area for each lineal foot of building width, or part of a building, occupied by such enterprise but shall not exceed a maximum area of one hundred (100)

square feet.

2. In a business or manufacturing district, one off-premises sign with a total area not exceeding three hundred (300) square feet may be permitted at a single location. Off-premises signs visible to approaching traffic shall have a minimum spacing of not less than two hundred (200) feet. Off-premises signs shall conform to all applicable yard and height regulations for the appropriate zoning district. Off-premises wall signs shall have all structural and supporting members concealed from view.

Section 1220 Temporary Signs. Temporary signs not exceeding sixty-four (64) square feet in area, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period of sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202, the setback requirements in Sections 1240-1243 and, in addition, such other standards deemed necessary to accomplish the intent as stated in Section 1200.

Section 1221 Free-Standing Signs. Free-standing on-premises signs not over thirty (30) feet in height, having a maximum total sign area of one hundred (100) square feet per display area and located not closer than fifteen (15) feet to any adjoining lot line may be placed to serve a business or group of business establishments. There shall be only one free-standing sign for each building, regardless of the number of businesses conducted in said building.

Section 1222 Wall Signs Pertaining to Non-Conforming Uses. On-premises wall signs pertaining to a non-conforming use shall be permitted on the same premises of such use, provided the area of such sign does not exceed twelve (12) square feet.

Section 1230 Political Signs. No political sign shall be posted in any place or in any manner that is destructive to public property upon posting or removal. No political sign shall be posted more than sixty (60) days before an election. All candidates for public office, their campaign committees, or other persons responsible for the posting on public property of campaign material shall remove such material within two (2) weeks following election day.

Section 1240 Sign Setback Requirements. Except as modified in Sections 1241 & 1243, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half ( $\frac{1}{2}$ ) foot but need not exceed one hundred (100) feet.

Section 1243 Setbacks for Public and Quasipublic Signs. Real estate signs and bulletin boards for a church, school or any other public, religious or education institution may be erected not less than ten (10) feet from the



established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulation of signs along primary highways shall conform to the requirements of the Ohio Revised Code, Chapter 5316 and the regulations adopted pursuant thereto.

Section 1251 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

ARTICLE XIII (MANUFACTURED DWELLING (HOUSING) - MOBILE HOME PARKS) AND  
(MANUFACTURED DWELLING (HOUSING) - MOBILE HOMES INDIVIDUALLY)

Section 1300 Intent. It is the intent of this Article to regulate the location of, and to encourage, stabilize and protect the development of well-planned mobile home parks if one is proposed after the adoption or amendment of this Resolution.

Section 1310 Approval Procedures. Mobile home parks shall be permitted only as a Conditional Use in the U-1 District and shall be developed according to the general standards and regulations stated and referenced in Article 13.

Section 1320 General Standards for Mobile Home Parks. A new or expanded mobile home park shall:

1. be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
2. not be hazardous or detrimental to existing or future neighboring uses;
3. be served adequately by essential public facilities and services such as highways, police and fire protection, drainage, refuse disposal, etc.; or that the persons or agencies responsible for the establishment of the proposed park shall be able to provide adequately any such needed services;
4. be consistent with the intent and purpose of this Resolution;

5. have vehicular approaches to the property which shall be so designed as not to create an interference with the traffic on surrounding public highways;
6. not result in the destruction, loss or damage of natural features of major importance.

Section 1330 Mobile Home Park Requirements. Mobile home parks shall be developed in accordance with the requirements of Chapter 37-1-27 of the Ohio Sanitary Code adopted by the Public Health Council under the authority of the Ohio Revised Code, Section 3733 and as amended.

Section 1341 Mobile Homes Individually. The following requirements shall apply to mobile home dwellings that are placed upon an individual lot. Mobile home dwellings are a Conditional Use in the U-1 District only.

1. Individual mobile homes shall have, using accepted industry measurement standards, a minimum area of nine hundred (900) square feet of floor area.
2. The mobile home's tongue(s), axle(s) and wheels shall be removed and the home shall be placed upon a permanent concrete foundation which is below the frost line and is in accordance with the County Auditor's current requirement for real estate tax purposes and which includes at least two tie-down rings.
3. The mobile home shall be skirted entirely enclosing the bottom section, within ninety (90) days after its placement. Skirting shall be constructed of vinyl, aluminum or other suitable material that is designed specifically for skirting.
4. The mobile home shall be landscaped with lawn and shrubbery within one hundred sixty (160) days after its placement.
5. The mobile home shall: (1) not be increased in floor area by any means of construction except with a unit specifically designed and constructed by the mobile home manufacturer; (2) not be covered with an additional roof structure.
6. The mobile home lot shall have an accessory structure thereon with minimum dimensions of 8 x 12 feet for storage purposes. It shall be located in the side or rear yard.

1-12-98  
Date Adopted

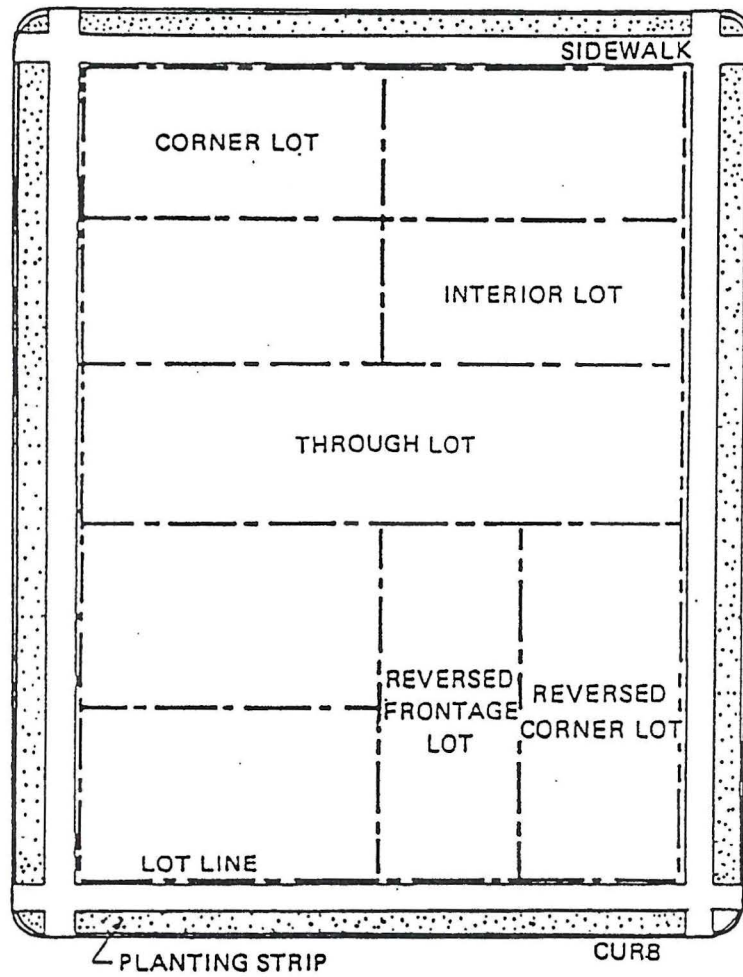
Sonyia L. King, Clerk  
Attest: Clerk, Board of Trustees

Mark D. Ward  
Chairman, Board of Trustees

James K. Bell  
Member

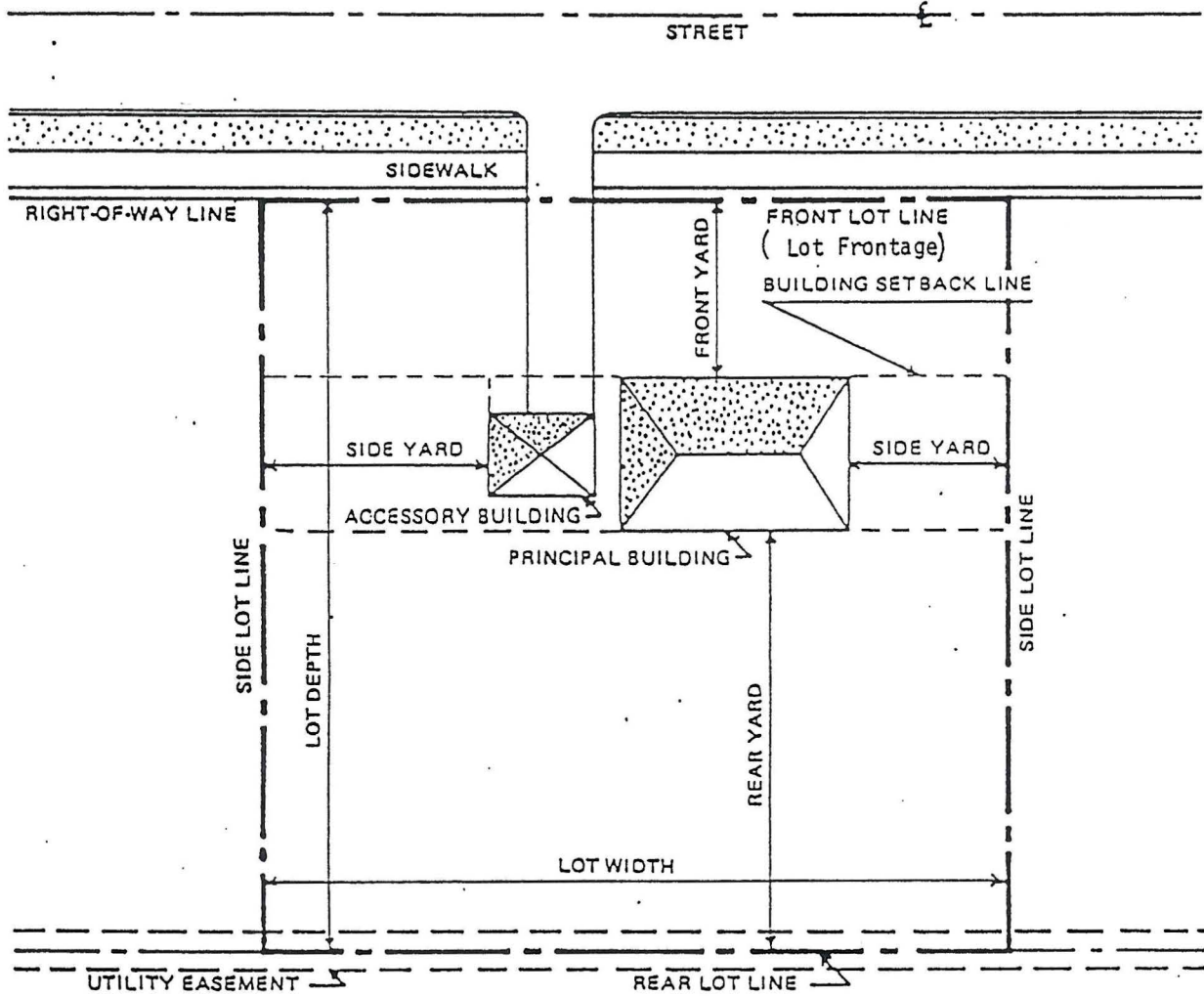
Rachel L. Harmon  
Member

**STREET**



**TYPES OF LOTS**

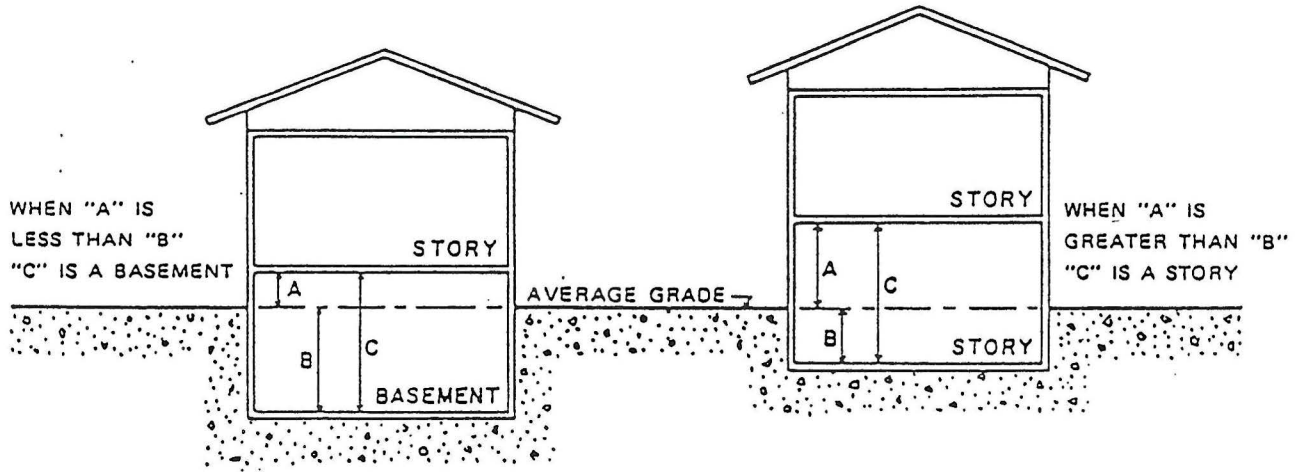




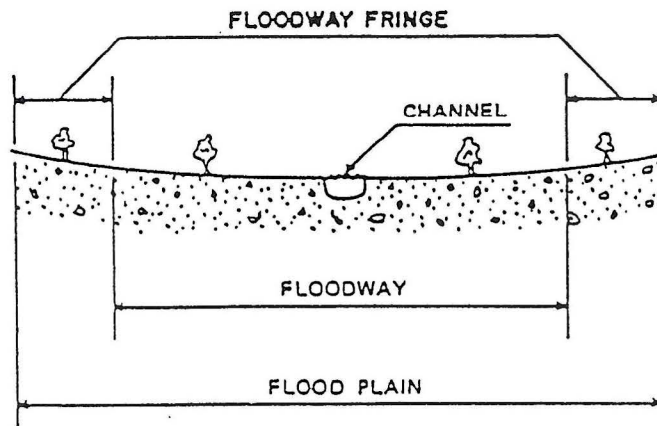
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LOT COVERAGE= PER CENT OF LOT OCCUPIED  
BY BUILDING

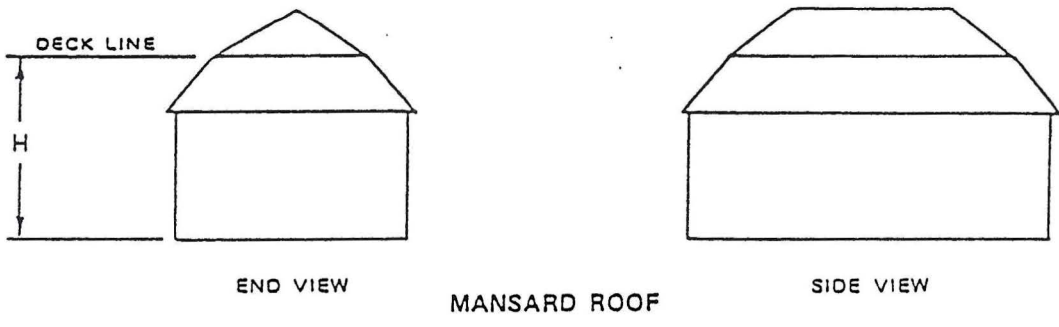
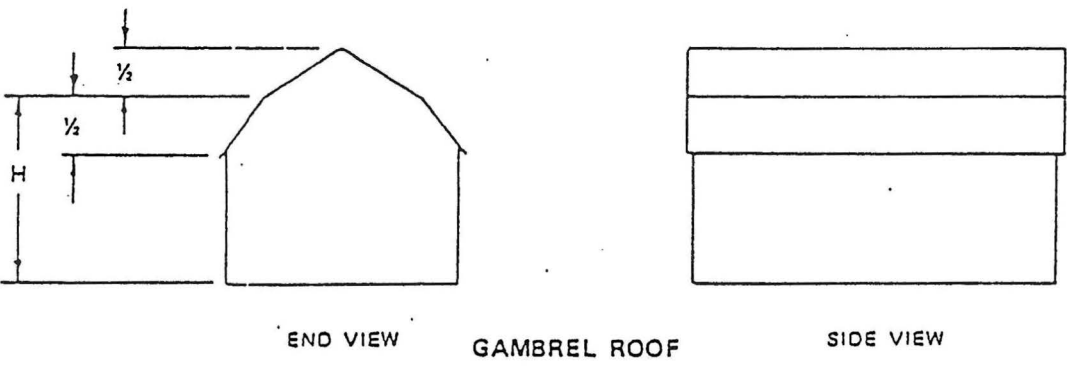
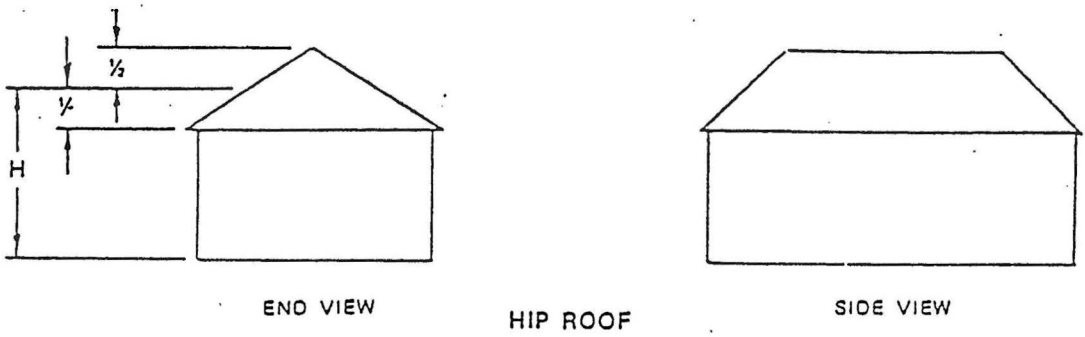
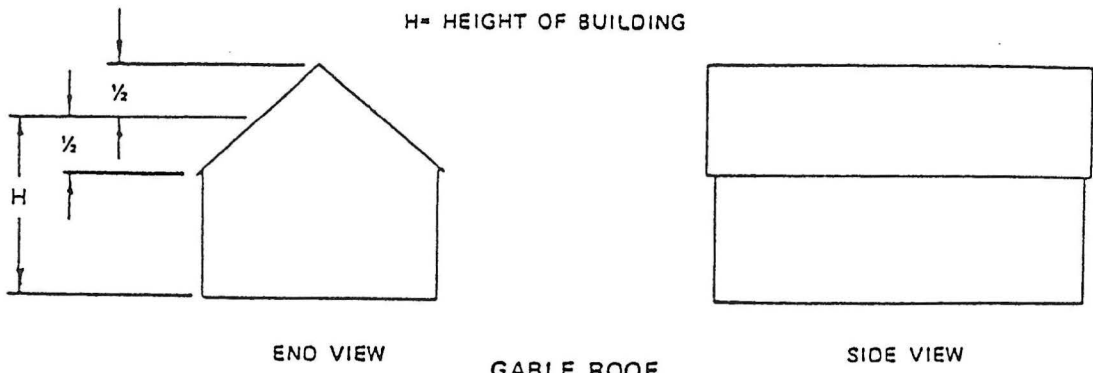
## LOT TERMS



## BASEMENT & STORY



## FLOOD PLAIN TERMS



# ROOF TYPES AND BUILDING HEIGHT



Zoning & Subdivision Committee  
Thursday, February 8, 2024

The Zoning and Subdivision Committee met in a regular session on Thursday, February 8, 2024, at 12:17 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Gram Dick, Todd Freyhof, Jeff Beard for Ashley Gaver, Heather Martin, Mark Mowrey for Steve McCall, Tammy Noble, Steve Robinson, Aaron Smith, and Luke Sutton for Jeff Stauch. Absent Members were Wes Dodds and Tom Scheiderer.

Guests: Eric Snowden, Jerome Township; Greg Iiams, Village of Russells Point; Justin Wollenberg, Terrain Evolution.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Scott Coleman asked if there were any corrections to the minutes from January 11, 2024. As none were submitted, the minutes were approved as written.

1. Review of Jerome Village Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
  - Tammy Noble moved a motion to recommend conditional approval of Jerome Village Preliminary Plat Extension with the conditions as stated in the staff report and Steve Robinson seconded. All in favor.
2. Review of Mitchell Highlands Section 3 Final Plat (Union County) – Staff Report by Brad Bodenmiller
  - Todd Freyhof moved a motion to recommend accepting the developer's request to table the Mitchell Highlands Section 3 Final Plat and Tyler Bumbalough seconded. All in favor.
3. Review of Mitchell Highlands Section 5 Final Plat (Union County) – Staff Report by Brad Bodenmiller
  - Tyler Bumbalough moved a motion to recommend accepting the developer's request to table the Mitchell Highlands Section 5 Final Plat and Tammy Noble seconded. All in favor.
4. Review of Village Neighborhood Section 11 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
  - Steve Robinson moved a motion to remove it from the table and Tyler Bumbalough seconded. All in favor.
  - Brad Bodenmiller stated the Plat was updated to incorporate comments received from reviewing agencies.



## Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Tyler Bumbalough moved a motion to recommend approval of the Village Neighborhood Section 11 Phase 2 Final Plat as revised and Todd Freyhof seconded. All in favor.
5. Review of Jerome Township Zoning Parcel Amendment (Union County) – Staff Report by Gram Dick
- Jeff Beard asked if there was a reason for this if the comprehensive plan isn't calling for it? Why is it not all proposed as MDR. Gram Dick provided further information about the larger lots and the requirements in the LDR District.
  - Tammy Noble asked about access to utilities and Gram Dick provided more information. She asked if they could develop without utilities and Brad Bodenmiller suggested that is a good question for the Zoning Inspector. Eric Snowden provided information regarding this rezoning, its purpose, and how this is handled in the township.
  - Tammy Noble moved a motion to recommend approval of the Jerome Township Zoning Parcel Amendment and Steve Robinson seconded. All in favor.
6. Review of Rushcreek Township Zoning Text Amendment (Logan County) – Staff Report by Aaron Smith
- Tammy Noble asked about the proposed change to the minimum lot size for lots with on-site sewage. She wondered how many lots could be impacted? Non-conformities can be a real issue.
  - Tyler Bumbalough asked about the creation of an M-2 district and if there needs to be a corresponding area on the map? Aaron Smith advised it is OK for the zone to exist in the text, but not on the map. Brad Bodenmiller provided further information, that applying a new zone and expanding it over time may prove to be more difficult than one might think.
  - Tyler Bumbalough asked about conditional approval for agriculture in the R-1 district. Aaron Smith advised a township can regulate agriculture under certain lot sizes and some choose to do so in residential zoning districts.
  - Tammy Noble asked about childcare being a conditional use. In the State of Ohio can't you do it as a permitted activity based on the number of kids? Aaron Smith advised this change is geared more toward facilities.
  - Tammy Noble moved a motion to recommend approval with modifications including the discussion regarding lot sizes of the Rushcreek Township Zoning Text Amendment and Tyler Bumbalough seconded. All in favor.
7. Review of Union Township Zoning Text Amendment (Logan County) – Staff Report by Aaron Smith
- Eric Snowden made a comment that they should await feedback from the Prosecutor's Office, but Jerome Township uses the same telecommunications language from Delaware County Regional Commission, and it was approved by their private legal counsel.





## Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Todd Freyhof moved a motion to recommend approval with modifications of the Union Township Zoning Text Amendment including any language by the Prosecutor's Office and Steve Robinson seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:00 pm with Todd Freyhof moving a motion to adjourn and Tyler Bumbalough seconded. All in favor.

10820 St. Rt. 347, PO Box 219  
East Liberty, Ohio 43319  
• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)