



Zoning & Subdivision Committee
Thursday, October 9, 2014, 11:30 am

Start Time: _____

- Minutes from last meeting of August 14, 2014

1st: _____ 2nd: _____

1. Review of New California Hills XI & XII Final Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of Parcel Amendment, Jerome Township (Union County) – Rezoning of Parcel #1700120510010 and 1700120540000 located at 10917 and 10927 Jerome Road, Plain City from U-1 (Rural District) to PUD (Planned Unit Development) – Staff Report by Brad Bodenmiller

- Adjourn End Time: _____

1st: _____ 2nd: _____

Members:

Scott Coleman – Logan County Engineer
Greg DeLong – City of Marysville Planning
Charles Hall – Union County Commissioner
Jeff Stauch – Union County Engineer
Paul Hammersmith – Dublin Engineer
Steve McCall – Champaign County Engineer
Pam Babjack – City of Urbana Zoning
Robert A. Yoder – North Lewisburg Administrator
Weston R. Dodds – City of Bellefontaine Zoning
Dave Gulden – LUC
Heather Martin – LUC
Skyler Wood – LUC
Brad Bodenmiller - LUC

Guests:



Staff Report – New California Hills – XI & XII

Applicant:	<p>Evergreen Land Company c/o Wade Dunham 6295 Cosgray Road Dublin, OH 43016 wdunham@shepherdexcavating.com</p> <p>Diamond V, LLC c/o Steve Lamphear 8205 Smith Calhoun Road Plain City OH 43016 steve.l@diamondvllc.com</p>
Request:	Approval of the New California Hills – XI & XII Final Plat
Location:	Located at the intersection of Industrial Parkway and US Highway 42 in Jerome Township, Union Co.

Staff Analysis:	<p>This Final Plat is for the New California Hills – XI & XII of the New California Development. New California Hills – XI & XII will have a total of 2.4968 acres in right-of-way, 9.9852 acres in single family residential lots, and 2.9711 acres in environmental covenant reserve, totaling 15.4531 acres. New California Hills will have a total of 27 single family residential lots in XI and 13 single family residential lots in XII, totaling 40 lots for single family residential development. The proposed method of supplying water service is through the City of Marysville Public Water System and the proposed method of sanitary waste disposal is through the City of Marysville Public Sewer System.</p> <p>The New California Hills – XI & XII Preliminary Plat was approved on June 14th of 2012 and the New California Hills – XI & XII Preliminary Plat Extension was approved on June 12th of 2014.</p> <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ Per a letter dated October 2, 2014, the Union County Engineer's Office submitted the following comments:<ul style="list-style-type: none">○ All utilities have been installed and roadway installation within the subdivision is taking
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Staff Report – New California Hills – XI & XII

	<p>place. A performance bond for the subdivision work has been submitted and approved.</p> <ul style="list-style-type: none">○ The turn lane has been opened and is completely functional. Miscellaneous grading and seeding are the only outstanding items.○ Please revise the dedication note to read, <i>“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.”</i>○ Provide further clarification of the proposed definition and uses of each type of easement. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ No comments as of October 2, 2014. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ Per an email dated September 24, 2014, the Union County Health Department submitted the following comments: <i>“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 being serviced by a private water system (PWS) and/or sewage treatment system (STS).”</i> In addition, <i>“Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200 feet of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”</i> Further, <i>“If at any time during the development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for an inspection. Proper permitting must</i>
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Staff Report – New California Hills – XI & XII

be obtained for sealing and/or abandonment of PWS or STS."

• City of Marysville

- Per an email dated October 2, 2014, the City of Marysville submitted the following comments:

General comments:

- **Provide the definition of an "easement" within** this plat to clearly delineate the work to be permitted within the proposed utility and sanitary sewer easement(s).
- **Within the "standard deed restrictions," the City** of Marysville shall be specifically mentioned in regards to being the water and sanitary sewer provider.
- Due to the atypical nature of the proposed sanitary sewer easements, please provide a dimension to the right-of-way at each lot line so that the City is aware of the permitted work limits when performing maintenance on this utility.

Sheet 2 comments:

- The proposed sanitary sewer easement near Lots 314 and 315 shall be labeled.
- Based on the location of the Pomona Court dead end fire hydrant, a utility easement shall be provided near Lot 327. This is required by the City of Marysville.
- **Consider providing additional easement (5' –** between the proposed easement and the right-of-way) to fill-in the gap between the easement and right-of-way along Lots 323 through 330. The proposed configuration does not allow **future access to the 20' utility easement in these** areas.

• Jerome Township

- Per a letter dated October 2, 2014, the Jerome Township Zoning Officer stated: *"It appears as if the plat as filed is in compliance with the original zoning and the subsequent updates to that project."*

• ODOT District 6

- No comments as of October 2, 2014.



Staff Report – New California Hills – XI & XII

	<ul style="list-style-type: none">• Union Rural Electric/URE<ul style="list-style-type: none">○ Per an email dated October 2, 2014, URE submitted the following comment:<ul style="list-style-type: none">○ <i>“We will need a 15 foot easement along the side of lots 317/318 and a 20 foot easement at the rear of 317 adjacent to jute matting area and rock channel protection area.”</i>○ Per an email dated October 3, 2014, URE submitted the following comment:<ul style="list-style-type: none">○ <i>“In order to access the road crossing locations it would be best if all of the 25 foot setback area is part of the utility easement for ingress and egress.”</i>• LUC Regional Planning Commission<ul style="list-style-type: none">○ The Surveyor’s Certification must include an additional statement at the end of what is already included in the Certification, “I hereby certify that the accompanying plat is a correct representation of New California Hills – XI & XII as surveyed in _____.”○ All minor technical items mentioned by reviewing agencies must be incorporated into the Final Mylar.
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Staff Recommendations:	LUC staff recommends APPROVAL of the New California Hills – XI & XII pending that all minor technical items addressed above be incorporated into the Final Mylar.
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Z&S Committee Recommendations:	
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Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Application for Final Plat Approval

Date: _____

Name of Subdivision: _____

Section/Phase: _____ Block _____

Location: _____

Township: _____ Military Survey: _____

Complete Parcel(s) Identification Number (PIN): _____

Has a Preliminary Plat been approved for this subdivision?: Yes ____ No ____ Date: _____

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

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: _____

Development Characteristics

Acreage w/in Approved Preliminary Plat: _____ Acres

Acreage w/in Section and/or Block: _____ Acres

Number of **APPROVED** lots from Preliminary Plat _____



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Number of Lots **PROPOSED** w/in this Section: _____

Number of **APPROVED** units from Preliminary Plat: _____

Number of Units **PROPOSED** w/in this Section: _____

Typical Lot Width: _____ Feet Typical Lot Area: _____

Single Family Units: _____ Sq. ft Multi-Family Units: _____

Acreage to be devoted to recreation, parks or open space: _____

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: _____

Approved method of Sanitary Waste Disposal: _____

Were any Requests for Variance(s) from the Subdivision Regulations approved by the
County Commissioners? _____

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.* _____

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? _____

Has estimated construction cost been approved by the County Engineer? _____

Bond has been submitted to County Engineer? _____

Bond approved by County Commissioners? _____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Final Plat Review Checklist

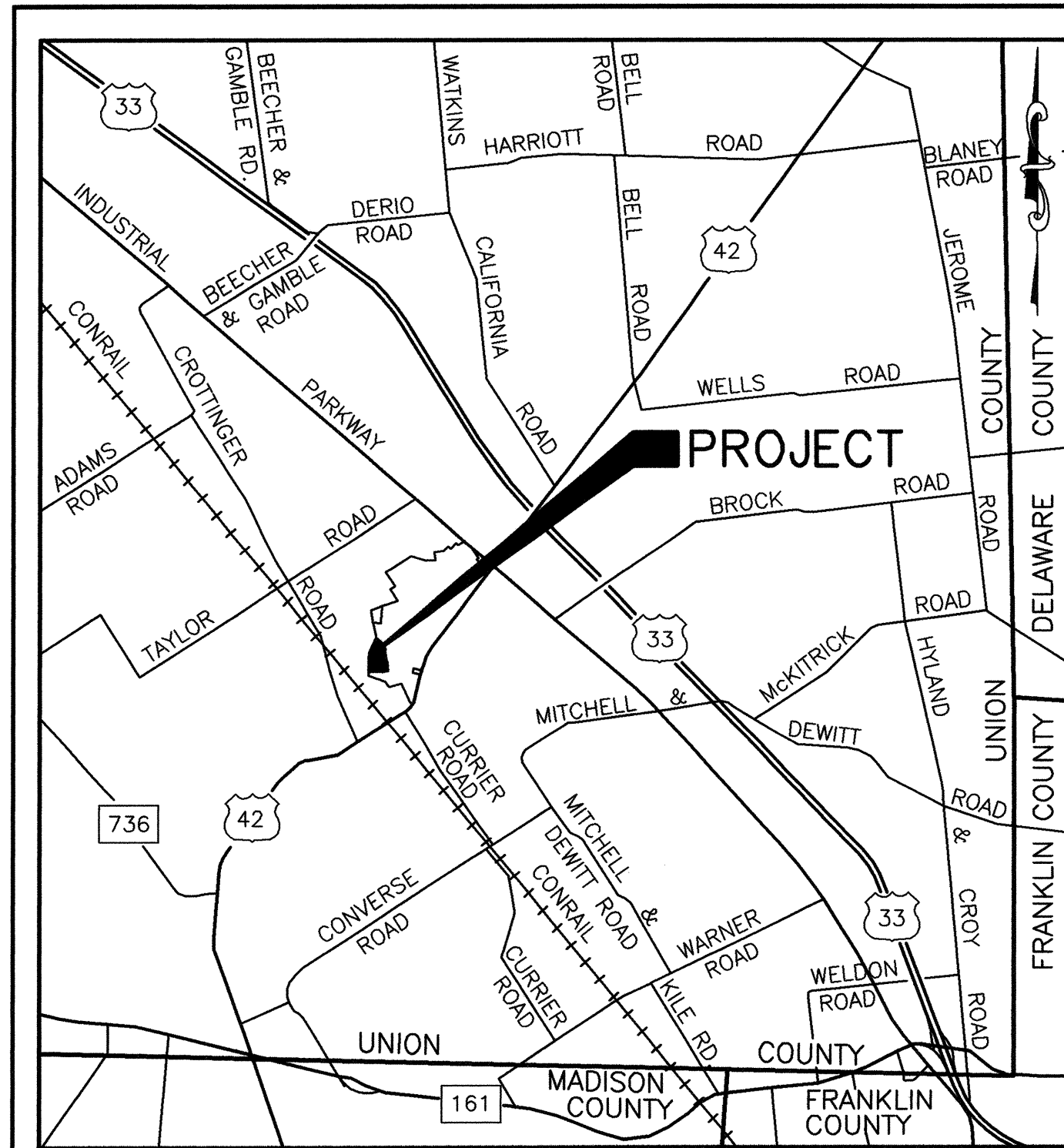
#	Required Item Description	HAVE	NEED
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.		
1	Name of the Subdivision, location by section, range or township, or Virginia 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.		
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.		



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

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.		



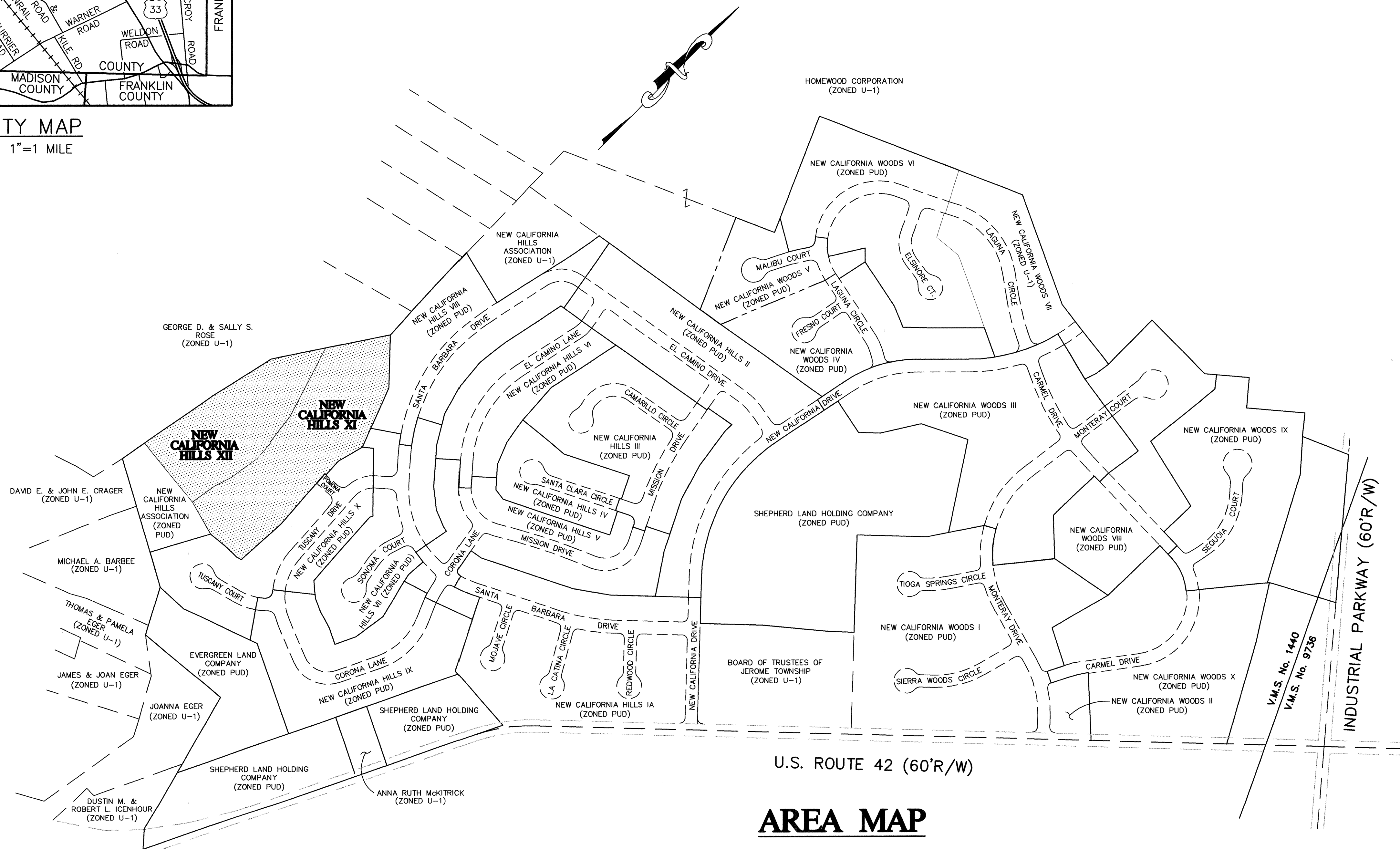
VICINITY MAP
SCALE: 1"=1 MILE

JEROME TOWNSHIP, UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XI-XII

2014

VIRGINIA MILITARY SURVEY 1440



OWNED, DEVELOPED AND DESIGNED BY:

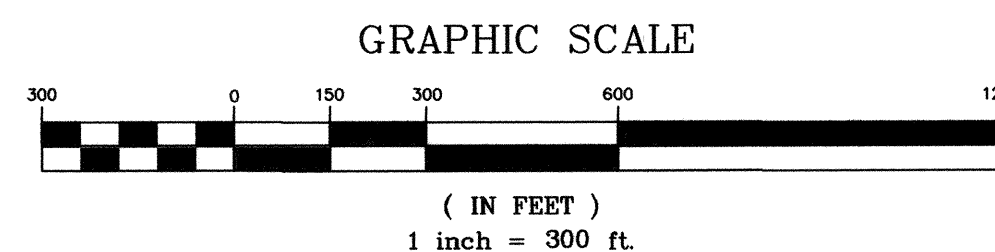
EVERGREEN
LAND COMPANY

6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6680

SURVEYOR
DATE OF SURVEY: 7-10-2008

Diamond V, LLC
Surveyors & Engineers

8205 SMITH CALHOUN RD.
PLAIN CITY, OH 43064
FAX: 614-873-5769
PHONE: 614-620-0331
www.diamondvllc.com



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT EVERGREEN LAND COMPANY, PROPRIETOR OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAS AUTHORIZED THE PLATING THEREOF AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS TO THE PUBLIC USE FOREVER.

WITNESS:

Allen S. Shepherd III
ALLEN S. SHEPHERD III, PRESIDENT
EVERGREEN LAND COMPANY

STATE OF OHIO
COUNTY OF UNION

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME

WHO ACKNOWLEDGED THE SIGNING OF
THE FOREGOING INSTRUMENT TO BE A VOLUNTARY ACT AND DEED FOR THE USE
AND PURPOSES THEREIN EXPRESSED THIS ____ DAY OF _____, 2014.

BY
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

AUDITOR'S PARCEL ACREAGE

THIS PLAT CONSISTS OF 15.4531 ACRES FROM AUDITOR'S PARCEL NO.
1500070511020 (EVERGREEN LAND COMPANY, O.R. 854, PAGE 991)

9.1766 ACRES - PHASE 11
6.2765 ACRES - PHASE 12

SURVEYOR'S CERTIFICATE

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN THE VIRGINIA
MILITARY SURVEY No. 1440, UNION COUNTY, JEROME TOWNSHIP, OHIO.

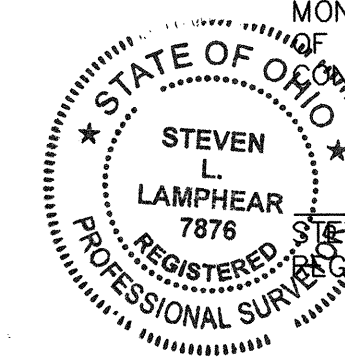
THE TRACT HAS AN AREA OF 2.4968 ACRES IN RIGHT-OF-WAY, 9.9852 ACRES IN
LOTS, AND 2.9711 ACRES IN ENVIRONMENTAL COVENANT RESERVE MAKING A TOTAL
OF 15.4531 ACRES.

THE SUBDIVISION IS WITHIN FLOOD ZONE X AND FLOOD ZONE AE PER FIRM RATE
MAP 39159C0369D, EFFECTIVE DATE DECEMBER 16, 2008 UNLESS OTHERWISE SHOWN.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS
ON CURVES ARE ARC DISTANCES.

MONUMENTS HAVE BEEN PLACED AS INDICATED. I HEREBY CERTIFY THAT THE
ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF NEW CALIFORNIA HILLS XI
AND NEW CALIFORNIA HILLS XII AS SURVEYED JULY 10, 2008.

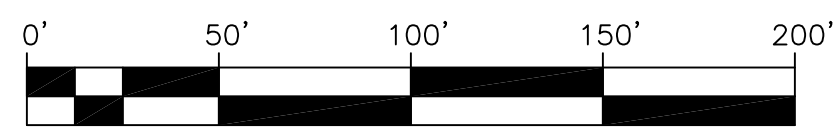
MONUMENTS SHOWN THUS "O" WILL BE SET AT ALL LOT CORNERS AND ALL POINTS
OF CURVATURE AND TANGENCY ALONG THE STREET RIGHT-OF-WAY LINE AFTER
CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOTS.



Steven L. Lamphear
STEVEN L. LAMPHEAR, P.S.
REGISTERED SURVEYOR 7876

APPROVALS

CHAIRMAN, JEROME TOWNSHIP TRUSTEES	DATE
UNION COUNTY ENGINEER	DATE
UNION COUNTY BOARD OF HEALTH	DATE
LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION	DATE
TRANSFERRED THIS ____ DAY OF _____, 2014.	
UNION COUNTY AUDITOR	DATE
FILED FOR RECORD THIS ____ DAY OF _____, 2014, AT ____ M.	
RECORDED THIS ____ DAY OF _____, 2014, IN PLAT BOOK ____ PAGE(S) ____	
UNION COUNTY RECORDER	DATE
UNION COUNTY COMMISSIONER	DATE
UNION COUNTY COMMISSIONER	DATE
UNION COUNTY COMMISSIONER	DATE



GRAPHIC SCALE

OWNED, DEVELOPED AND DESIGNED BY:



6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6680

SURVEYOR
DATE OF SURVEY: 7-10-2008



Diamond V, LLC
Surveyors & Engineers

8205 SMITH CALHOUN RD.
PLAIN CITY, OH 43084
FAX: 614-873-5769
PHONE: 614-890-0331
www.diamondvllc.com

BASIS OF BEARINGS
D.B. VOL. 328, PG. 710

JEROME TOWNSHIP UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XI-XII

2014

VIRGINIA MILITARY SURVEY 1440

LEGEND

- IRON PIN FOUND
- IRON PIPE SET (Diamond V, LLC-7876)
30" long - 1" O.D. w/ Plastic Cap
Stamped "DV-7876"
- IRON PIPE SET (AFTER CONSTRUCTION)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	54.98'	35.00'	90°00'00"	S41°29'20"W	49.50'
C2	64.82'	1030.00'	03°36'20"	S01°42'29"E	64.80'
C3	68.35'	1030.00'	03°48'08"	S01°59'44"W	68.34'
C4	46.80'	1030.00'	02°36'12"	S05°11'55"W	46.80'
C5	22.94'	60.00'	21°54'17"	S04°27'08"E	22.80'
C6	18.60'	60.00'	17°45'37"	S24°17'05"E	18.52'
C7	55.23'	60.00'	52°44'27"	S06°47'40"E	53.30'
C8	47.63'	60.00'	45°29'14"	S42°19'11"W	46.39'
C9	47.63'	60.00'	45°29'14"	S87°48'25"W	46.39'
C10	47.63'	60.00'	45°29'14"	N46°42'21"W	46.39'
C11	55.89'	60.00'	53°22'13"	S02°43'22"E	53.89'
C12	21.13'	60.00'	20°10'37"	N38°29'47"E	21.02'
C13	45.47'	60.00'	43°22'33"	N27°52'25"E	44.39'
C14	19.07'	970.00'	01°07'36"	N05°35'55"E	19.07'
C15	74.22'	970.00'	04°23'03"	N02°50'35"E	74.21'
C16	70.46'	970.00'	04°09'43"	N01°25'48"W	70.44'
C17	54.98'	35.00'	90°00'00"	N48°30'39"W	49.50'
C18	134.02'	120.00'	63°59'20"	S82°16'25"W	127.16'
C19	43.36'	60.00'	41°24'35"	S02°25'32"E	42.43'
C20	26.92'	60.00'	25°42'23"	S08°16'38"E	26.89'
C21	52.54'	60.00'	50°10'35"	S29°39'51"W	50.88'
C22	49.40'	60.00'	47°10'21"	S78°20'19"W	48.02'
C23	49.40'	60.00'	47°10'21"	N54°29'20"W	48.02'
C24	47.63'	60.00'	45°29'14"	N08°09'33"W	46.39'
C25	49.33'	60.00'	47°06'15"	N38°08'12"E	47.95'
C26	28.32'	60.00'	27°02'39"	N48°10'01"E	28.06'
C27	15.04'	60.00'	14°21'56"	N27°27'43"E	15.00'
C28	9.62'	180.00'	03°03'38"	N21°48'34"E	9.61'
C29	61.76'	180.00'	19°39'31"	N33°10'09"E	61.46'
C30	61.77'	180.00'	19°39'39"	N52°49'44"E	61.46'
C31	61.77'	180.00'	19°39'39"	N72°29'22"E	61.46'
C32	13.10'	180.00'	04°10'08"	N84°24'16"E	13.09'
C33	54.98'	35.00'	90°00'00"	N41°29'21"E	49.50'
C34	31.15'	720.00'	02°28'43"	N04°45'01"W	31.14'
C35	78.97'	720.00'	06°17'03"	N09°07'54"W	78.93'
C36	52.03'	720.00'	04°08'25"	N14°20'37"W	52.02'
C37	27.29'	60.00'	26°26'34"	N29°38'07"W	27.45'
C38	19.17'	60.00'	18°18'13"	N52°00'31"W	19.09'
C39	57.05'	60.00'	54°28'27"	N33°55'24"W	54.92'
C40	47.63'	60.00'	45°29'04"	N16°03'21"E	46.39'
C41	47.63'	60.00'	45°29'04"	N61°32'26"E	46.39'
C42	47.63'	60.00'	45°29'04"	S72°58'30"E	46.39'
C43	52.48'	60.00'	50°06'36"	S25°10'39"E	50.82'
C44	22.62'	60.00'	21°35'54"	S10°40'35"W	22.48'
C45	40.45'	60.00'	38°37'29"	S02°09'48"W	39.69'
C46	20.84'	780.00'	01°31'50"	N16°29'02"W	20.84'
C47	69.21'	780.00'	05°05'01"	S13°04'37"E	69.18'
C48	69.21'	780.00'	05°05'01"	S07°59'39"E	69.18'
C49	26.42'	780.00'	01°56'26"	S04°28'52"E	26.42'
C50	54.98'	35.00'	90°00'00"	S48°30'39"E	49.50'
C51	4.65'	120.00'	02°13'15"	S85°22'43"W	4.65'

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.

NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.

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. EXISTING DRAIN TILES WITHIN NEW CALIFORNIA HILLS SUBDIVISION SHALL BE RE-ROUTED SO THAT DRAINAGE ENTERING TILES WILL CONTINUE TO FLOW FREELY.

NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, WATER & SEWER TAP AND DRIVEWAY PERMITS. ZONING PERMITS ARE 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.

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 SERVICE PROVIDER.

THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR THIS SUBDIVISION.

NO STRUCTURES OF ANY KIND, INCLUDING BUILDINGS, DECKS AND PATIOS, MAY EXTEND BEYOND THE 25' REAR SETBACK LINE ON LOTS 316, 317, 327 & 328. FURTHER, THE BASEMENT SLAB ELEVATION FOR THESE LOTS SHALL NOT BE LOWER THAN THE FOLLOWING ELEVATIONS:

LOT 316 - 956.77
LOT 317 - 956.77
LOT 327 - 956.67
LOT 328 - 956.67

THE REAR YARDS OF LOTS 316, 317, 327 & 328 ABUT AN EXISTING STORMWATER RETENTION BASIN. MOWING OF THE BASIN WILL BE PERFORMED AS PART OF THE ANNUAL COUNTY DITCH MAINTENANCE ASSESSMENT. MOWING WILL OCCUR APPROXIMATELY 2 TIMES PER YEAR TO KEEP THE BASIN FUNCTIONAL. PROPERTY OWNERS MAY MOW THE BASIN MORE FREQUENTLY AT THEIR OWN EXPENSE.

GRADING OF THE STORM WATER RETENTION AREAS SHALL NOT BE CHANGED.

ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF JEROME TOWNSHIP, UNION COUNTY, AND OTHER APPLICABLE CODE AUTHORITIES.

ADDITIONAL DEED RESTRICTIONS

DEVELOPER WILL PROVIDE AREA TO DUMP EXCESS DIRT.

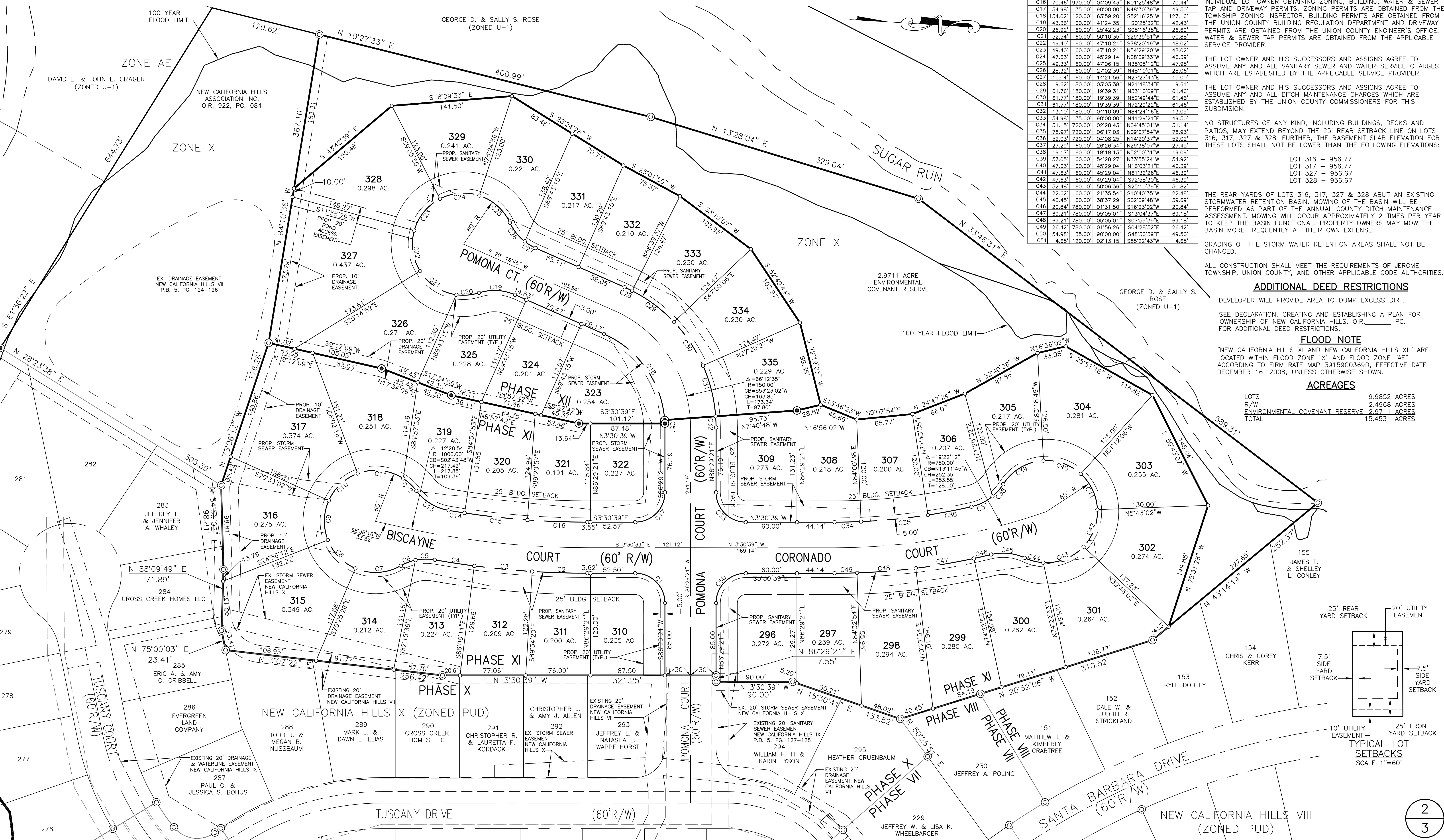
SEE DECLARATION, CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS, O.R. _____ PG. FOR ADDITIONAL DEED RESTRICTIONS.

FLOOD NOTE

"NEW CALIFORNIA HILLS XI AND NEW CALIFORNIA HILLS XII" ARE LOCATED WITHIN FLOOD ZONE "X" AND FLOOD ZONE "AE" ACCORDING TO FIRM RATE MAP 391590C0369D, EFFECTIVE DATE DECEMBER 16, 2008, UNLESS OTHERWISE SHOWN.

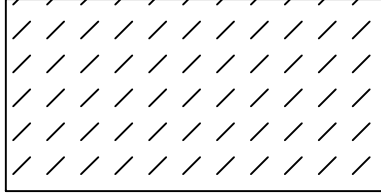
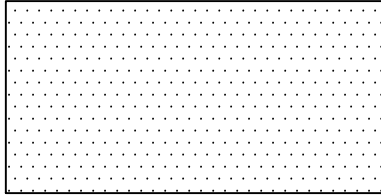
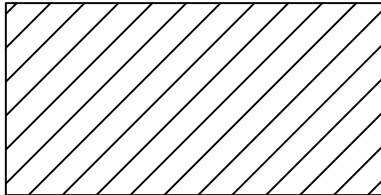
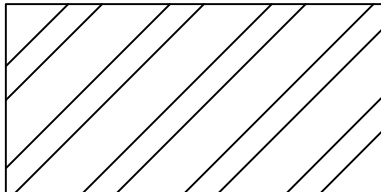
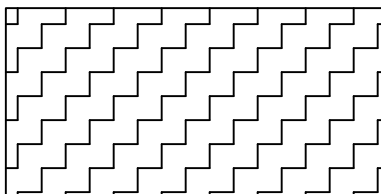
ACREAGES

LOTS	9.9852 ACRES
R/W	2.4968 ACRES
ENVIRONMENTAL COVENANT RESERVE	2.9711 ACRES
TOTAL	15.4531 ACRES

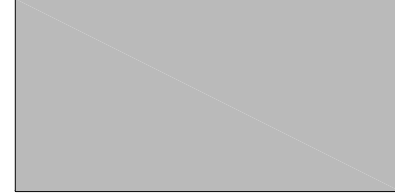
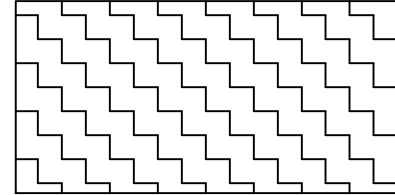
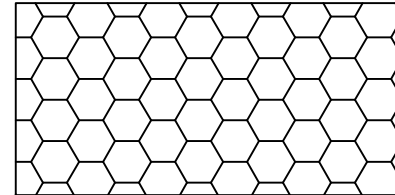
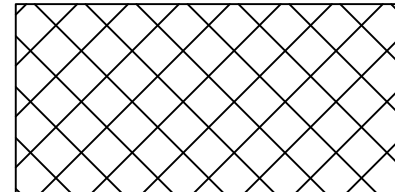
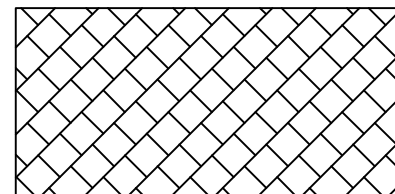


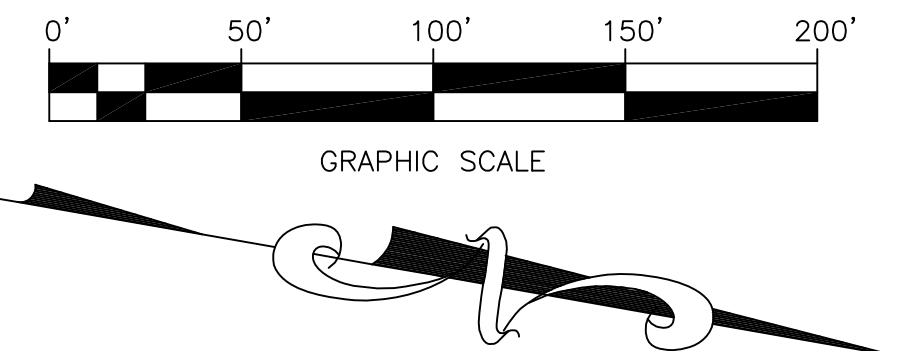
JEROME TOWNSHIP
UNION COUNTY, OHIO
**NEW CALIFORNIA
HILLS XI-XII**
2014
VIRGINIA MILITARY SURVEY 1440

**EXISTING EASEMENT
LEGEND**

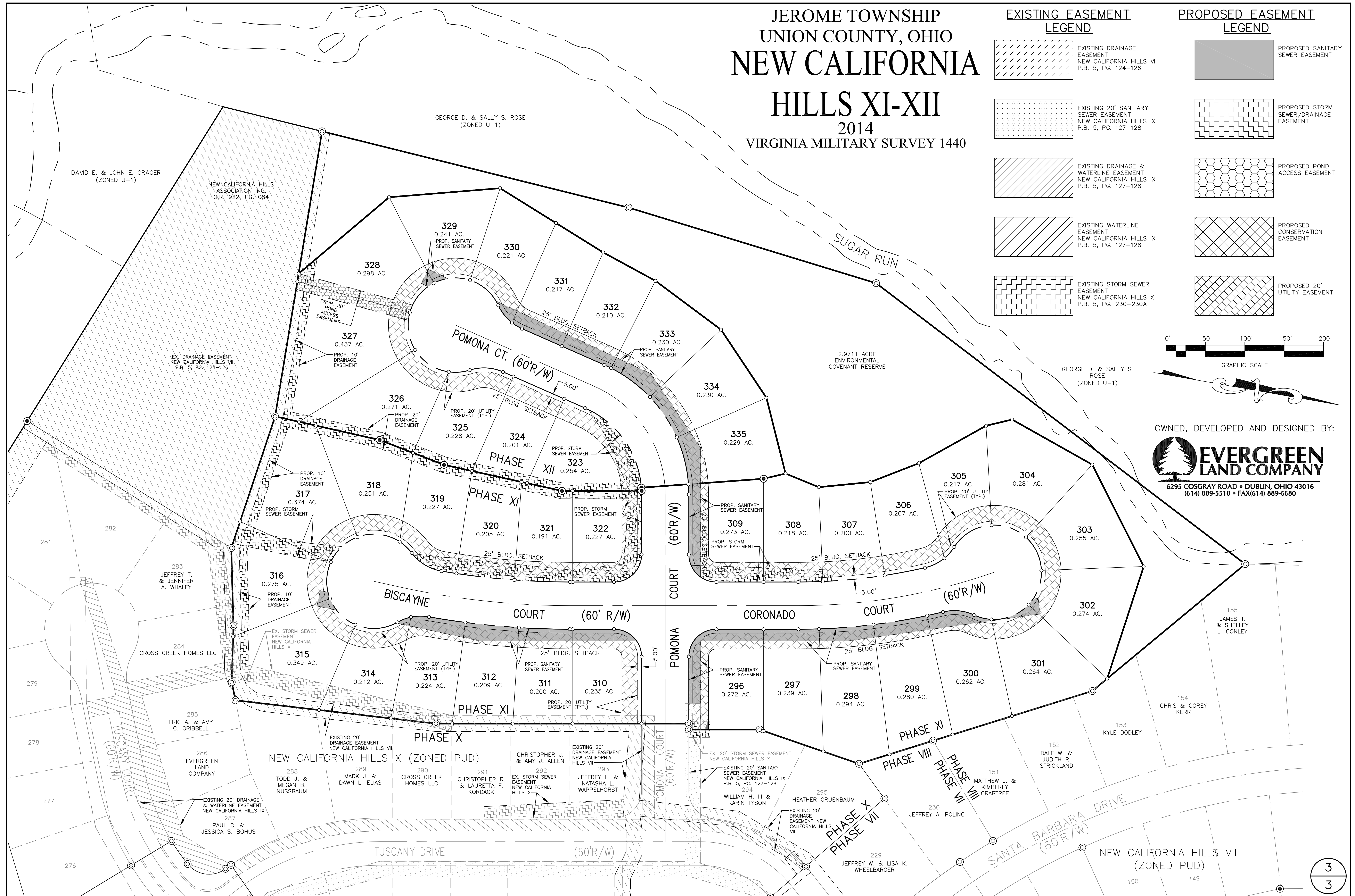
	EXISTING DRAINAGE EASEMENT NEW CALIFORNIA HILLS VII P.B. 5, PG. 124-126
	EXISTING 20' SANITARY SEWER EASEMENT NEW CALIFORNIA HILLS IX P.B. 5, PG. 127-128
	EXISTING DRAINAGE & WATERLINE EASEMENT NEW CALIFORNIA HILLS IX P.B. 5, PG. 127-128
	EXISTING WATERLINE EASEMENT NEW CALIFORNIA HILLS IX P.B. 5, PG. 127-128
	EXISTING STORM SEWER EASEMENT NEW CALIFORNIA HILLS X P.B. 5, PG. 230-230A

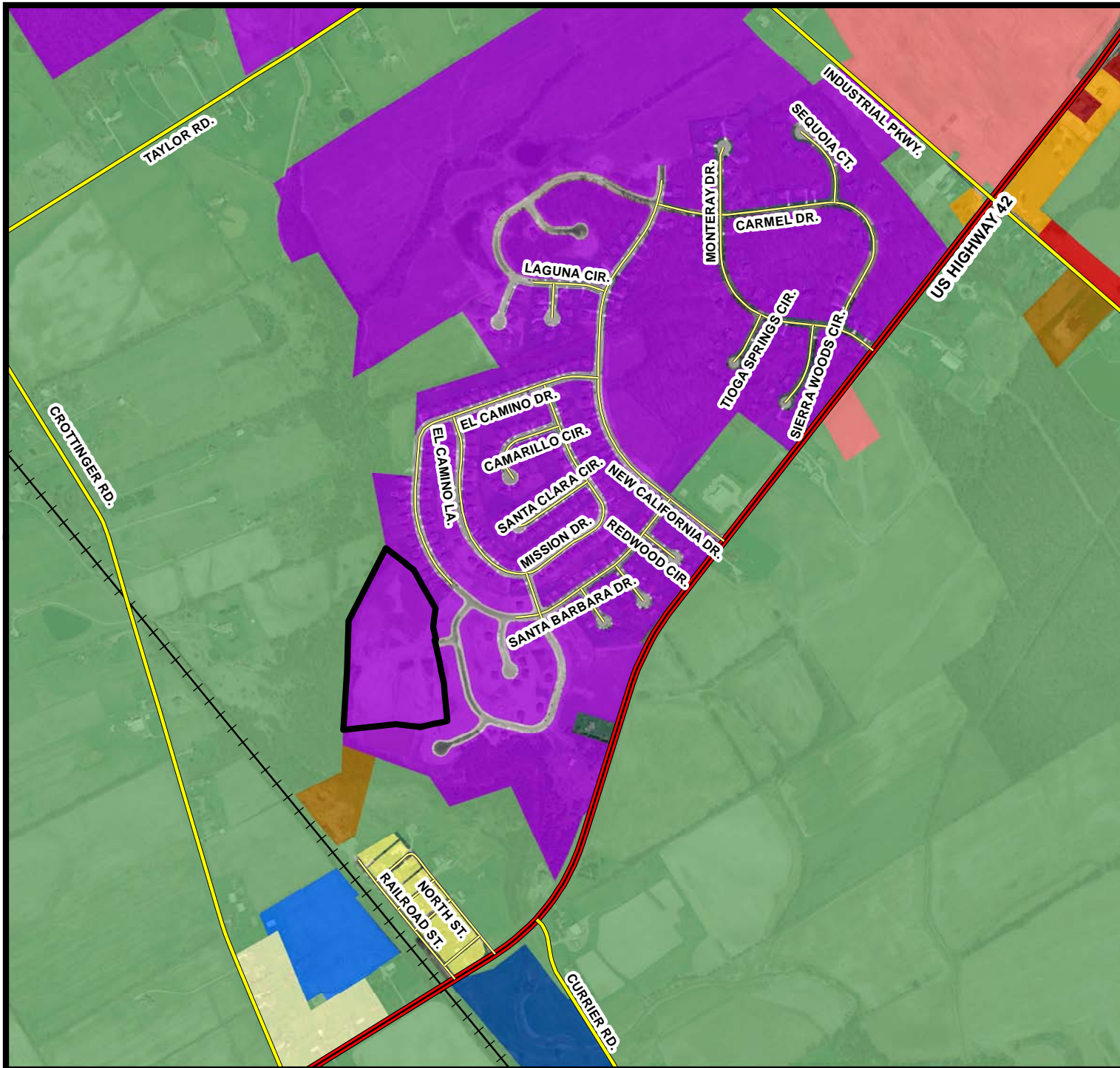
**PROPOSED EASEMENT
LEGEND**

	PROPOSED SANITARY SEWER EASEMENT
	PROPOSED STORM SEWER/DRAINAGE EASEMENT
	PROPOSED POND ACCESS EASEMENT
	PROPOSED CONSERVATION EASEMENT
	PROPOSED 20' UTILITY EASEMENT

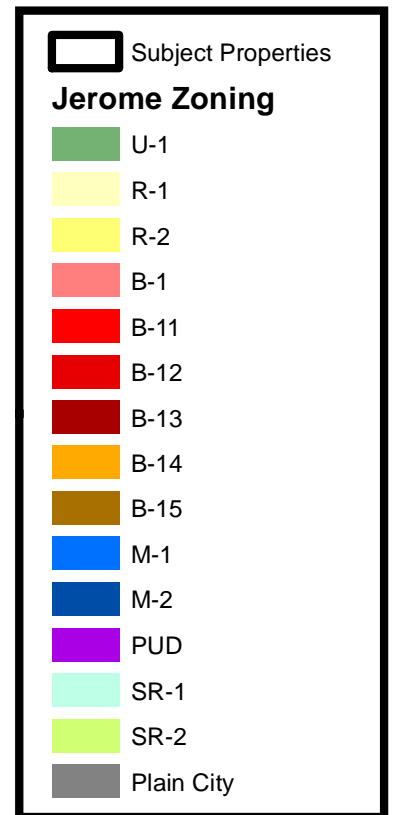


OWNED, DEVELOPED AND DESIGNED BY:





Vicinity Map



AMENDED AND RESTATED
DECLARATION

326517
2014-31

CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF
NEW CALIFORNIA HILLS - PHASE X

This AMENDED AND RESTATED DECLARATION CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS (Declaration") is made effective as of the date of recording by Evergreen Land Company ("Declarant").

RECITALS

WHEREAS, pursuant to a Declaration dated November 12, 1998 and recorded November 19, 1998 in Book 151, page 423 et seq. of the Union County Records ("Original Declaration"), Declarant submitted the Property described on Exhibit A to a set of conditions, easements, covenants and restrictions; and

WHEREAS, pursuant to the Original Declaration, for so long as Declarant owns any lot subject to the Original Declaration, Declarant has the sole power and authority to amend the Original Declaration; and

WHEREAS, Declarant originally established the New California Hills Association in Article 4 of the Original Declaration and by recording the bylaws thereof at Book 145, page 428 of the Union County, Ohio Recorder's Office; and

WHEREAS, Declarant has since incorporated the New California Hills Association, Inc. as a not for profit corporation under O.R.C. SS 1702 and now desires to confirm the obligations of the newly incorporated entity; and

WHEREAS, Declarant currently owns Lots 190, 192, 208, 213, 219, 231, 236, 237, 238, 239, 240, 241, 243, 244, 245, 246, 252, 255, 259, 264, & 265 of the New California Hills Subdivision which are subject to the Original Declaration; and

WHEREAS, Declarant desires to amend and restate the Original Declaration as described in this document to address certain issues which have arisen since the recording of the Original Declaration; and

WHEREAS, Declarant desires to subject the property described on Exhibit A to those certain conditions, restrictions, easements, covenants, and assessments described below.

DECLARATION

Now therefore, Declarant hereby remakes and reestablishes the following plan for use and ownership of the real property described on Exhibit A (collectively the "Property"), all of which shall be held, sold and conveyed subject to the following restrictions, easements, covenants, conditions and assessments, all of which are for the purpose of enhancing and

Evergreen Land Co.
6295 Cosgray Road
Dublin Ohio 43016

DR 671 FB2161

protecting the value, desirability and attractiveness of the Property. The restrictions, easements, covenants, conditions, and assessments, and all other provisions hereof, unless otherwise specifically limited herein, shall encumber all of the Property, shall be binding on all parties having or acquiring any right, title or interest therein, or in any part thereof, and shall inure to the benefit of each owner of any part thereof.

ARTICLE 1- THE PROPERTY AND NAME

The Property and any additional property subjected hereto, by a recorded, properly authorized, and executed Amendment hereto, and any improvements and appurtenances thereon, all of which are subject hereto, is hereby named New California Hills.

Each lot number and created by a recorded plat, and subjected to this Declaration for purposes of construction of a home is defined as a "Lot" for the purposes of this Declaration. The Declarant may submit Lots to this Declaration at any time and in any number. All Lots submitted pursuant to one amendment hereto shall be referred to herein as a "Phase". Except as expressly set forth herein, the demarcation of Lots as being in different Phases shall not have any effect on the rights and obligations of each Lot with respect to each other Lot.

Declarant may at any time deed or cause to be deeded real property adjacent to the property and the improvements attached thereto and located thereon to the Association to own, operate, repair, replace, improve, insure, restore, and maintain at its sole cost; provided that such additional property shall be (a) free of all liens and encumbrances except the lien for taxes not yet due and payable, this Declaration (as amended) and utility and access easements consistent with the remainder of this Declaration (as amended) and (b) free from hazardous substances which require remediation pursuant to law as shown by a report of a licensed environmental consulting firm prepared at the expense of Declarant for the benefit of the Association.

ARTICLE 2- USE RESTRICTIONS

1. The use of the property shall at all times be subject to the provisions hereof, including those provisions set forth hereinafter with respect to the authority of The New California Hills Associations, Inc. an Ohio not-for-profit corporation (referred to hereinafter as the "Association"), and in addition to such reasonable rules and regulations as may be promulgated by said Association in accordance with the Bylaws of the Association.

2. Each of the aforementioned Lots shall be used and occupied solely and exclusively for private-residence purposes by a single family, and no other than a one single family, private residence purpose building (herein referred to as "Dwelling") shall be erected, constructed, reconstructed, placed or suffered to remain thereon.

3. The Property shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of an owner or occupant of the Lots.

4. The following shall be specifically prohibited:

- A. No obnoxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done on the Property which may be or may become an annoyance or nuisance to any of the other Lots or owners thereof.
- B. No structure of a temporary character, trailer, mobile home, shack, garage, barn or other outbuilding shall be permitted on the Property at any time
- C. No storage tanks, including but being not limited to those used for the storage of water, gasoline, oil, other liquid or any gas shall be permitted on a Lot outside of a Dwelling.
- D. No well for gas, oil or other substance shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon the Property. However, a water well is specifically permitted for the sole purpose of providing water to the exterior of the Dwelling provided that there is no disconnection of the water service otherwise provided to the dwelling, and that such well shall not protrude above ground level any more than twelve (12) inches. Any water well that does protrude above ground level at all, is subject to prior architectural review as other wise provided in Article 3 of this Declaration.
- E. No metal tubular-type swing-sets shall be allowed.
- F. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either by wholesale or retail, upon the Property.
- G. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon the Property.
- H. No animals, rabbits, or poultry of any kind and no species of fowl, livestock, birds or insects shall be kept upon or maintained on any part of the Property except domestic dogs, cats, (or other household pets) which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats (or, alternatively a similar number of other permitted pets) may be kept on any Lot except when such animals in excess of such number are less than three months of age.
- I. No kennels or enclosures, or so-called "dog runs" for any animal shall be erected or maintained on any Lot. Specifically, no buildings of any kind or size for any animal, including, but being not limited to so-called "dog houses", shall be erected or maintained on any Lot.
- J. No trucks of one-ton capacity or more, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on the Property for more than 25 hours unless the same are in the garage.

- K. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage and refuse shall be placed in containers, which shall be concealed and contained within Dwellings or shall be concealed by means of a screening wall (which screening wall shall be subject to architectural control as provided in Article 3 hereafter) of material similar to and compatible with that of the Dwelling situated upon said Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year.
- L. No portion of any Lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purpose other than that of a landscaping and lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, then the front building line of the actual building, excepting ornamental railings, walls, or fences not exceeding three (3) feet in height located on or adjacent to the Dwelling's entrance, platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of any Lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, or for small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the Lot. No unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- M. With respect to 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 roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a 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.
- N. No fence whatsoever shall be constructed other than a so-called "split rail" fence, unless a different fence is required by County regulation because the Lot has an in ground swimming pool, in which case, a wrought iron fence may be installed.
- O. No lines, wires, or other devices for communication purposes, including telephone, television, data and radio signals, or the transmission of electric current or energy, shall be constructed, placed or suffered to remain anywhere in or upon the property unless the same shall be in conduits or cables constructed, placed and maintained underground or within Dwellings. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground

or within or under dwellings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of approved improvements. No Satellite dishes larger than 20" in diameter will be permitted. Satellite dish of any permitted size must be hidden from view of the street and well landscaped to conceal them from view of the public.

P. No above ground swimming pools shall be permitted.

5. The Following shall be prohibited without the prior written consent of the Declarant or the Association

A. No exterior recreational facilities, including, but not being limited to so-called "swing sets" shall be erected, reconstructed, placed or suffered to remain upon any Lot without first being submitted for approval to the Declarant or the Association. Further, specifically, and without limitation, all metal tubular-type swing-sets shall be prohibited.

B. Unless specifically approved by Declarant, or the Association, as the case may be, in writing, no materials, supplies or equipment shall be stored on any Lot except inside a Dwelling.

C. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the aforementioned Lots unless the same is for the exclusive use of the family occupying said Dwelling and unless such garage be an integral part of said Dwelling and unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth in Article 3 hereinafter. No such proposed garage shall be approved by Association unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles, and in addition, unless the driveway is large enough to contain an additional two "full-size" automobiles.

D. No sign of any kind shall be displayed to the public view on any of the aforementioned Lots, except one sign of not more than 2 ft. x 3 ft. advertising the premises for sale or for rent, and except those other signs as may be approved by the Association intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the aforementioned Lots.

E. The location of any and all driveways shall be and shall remain as established upon each Lot pursuant to the plans and specifications as approved by the Declarant pursuant to Article 3 hereinafter. No driveway shall be located, relocated or suffered to remain upon any of said Lots except as approved by the Declarant as appropriate in writing.

- F. No Grantee or successor in title shall subdivide or convey less than the whole or any Lot without first obtaining the written consent of the Declarant.
- G. In order that the natural beauty of the Property may be preserved, no living tree having a caliper measurement of diameter of four (4) inches or more shall be destroyed or removed from the property unless approved by the Declarant or the Association, as the case may be, in connection with the approval of the plans, specifications and details for the construction of improvements on a Lot or otherwise without the prior express written consent of the Declarant or the Association.

ARTICLE 3 - ARCHITECTURAL CONTROL, SIGNS, EXTERIOR AREA

1. No Dwelling, garage or any addition thereto, or any alteration, other than minor alterations, thereof, or any screening wall, shall be erected, reconstructed, placed or suffered to remain upon a Lot until the Site Plan thereof has been approved by the Declarant. In addition, no Dwelling, garage or any addition thereto, or any alteration, other than minor alterations, thereof or any screening wall shall be erected, reconstructed, placed or suffered to remain upon a Lot unless or until the size, location, type, style of architecture, materials of construction thereof, color scheme therefor, grading plan of the Lot (including grade elevations of the Dwelling to be constructed thereupon), the landscape plan, specifications and detail of said Dwelling all shall have been approved in writing by the Declarant, and a true copy of said plans, specifications and details shall have been filed in writing with the Declarant or the Association.
2. All construction work commenced on a Lot shall be completed within a reasonable time after the start of construction thereof in accordance with the plans and specifications so approved by the Declarant, and the Declarant shall have the right to inspect all such construction work at reasonable times to ensure the compliance with such plans and specifications.
3. Nothing shall be permitted to be hung, displayed, stored, or erected on the outside of the Dwellings, other than seasonal decorations, nor shall fences, hedges or walls be erected or maintained, upon Lots, or upon the common area, if any, other than as originally provided by the plans and specifications.
4. Notwithstanding anything to the contrary set forth in this Declaration, no plans, specifications and details shall be approved either by Declarant or by the Association which plans, specifications and details do not provide for the use of at least 250 pound, 25 year life, dimensional asphalt shingles or equivalent or better roofing material (in the discretion of Developer) on all roofs.
5. All Lots will use mailboxes of a common design and placement, subject to the provisions of Article 3 hereinafter. It is the intent of this section to promote uniformity among the Lots with respect to the mailboxes and posts referred to herein, subject to rules and regulations of any governmental authority which may be applicable.
6. Any item subject to Architectural Review shall be submitted to Declarant, for Declarant's

sole review, while Declarant is the owner of any lots within New California Hills. Once Declarant is no longer an owner of a lot within New California Hills, any item subject to Architectural Review shall be submitted to the Association's Trustees.

ARTICLE 4- THE NEW CALIFORNIA HILLS ASSOCIATION

1. ESTABLISHMENT OF ASSOCIATIONS: Declarant created an Ohio not-for-profit corporation by the name of New California Hills Association, Inc. (referred to herein as the "Association").

2. AUTHORITY AND PURPOSE OF THE ASSOCIATION: The authority and purpose of the Association is set forth herein. Specifically, but without limiting the generality of the foregoing, it is intended that the Association perform the following:

- A. To provide from time to time, and to the extent not provided by the appropriate governmental authorities, in its discretion, such services as it may choose to provide.
- B. To establish and enforce reasonable standards with respect to maintenance and upkeep of the Dwellings constructed on the Lots.
- C. To enforce the provisions of this Declaration and such other rules and regulations as may be promulgated in accordance therewith.
- D. To approve plans, specifications, materials, and other matters made subject to the Associations approval hereunder.
- E. Determine, assess, collect and enforce assessments as provided in Article 5.
- F. To own, operate, repair, replace, improve, insure, restore and maintain all real or personal property held in the name of the Association, including any retention or detention ponds, entrance features or landscaping, common areas created by plat or otherwise, except as may be the obligation of a political subdivision.

While Declarant holds the sole voting power of the Association, pursuant to the Bylaws, Declarant may, at his sole option, grant such of these obligations and authorities to the Trustees of the Association to assert in accordance with the remaining sections of the Bylaws. Additionally, Declarant may grant certain authority or obligations to the Association to exercise with respect to one or more Phases without granting such authority with respect to the remainder of the Phases. Such grant shall be in writing and shall be revocable at the discretion of the Declarant. In the event of such a grant, Declarant shall retain one vote for each Lot Declarant owns.

3. MEMBERSHIP: Every owner of a Lot or of a legal interest therein is hereby declared to be a member of the Association, and no one other than the aforementioned may be a

member of the Association. Membership is appurtenant to and shall not be separated from legal ownership of a Lot. Each owner, by acceptance of a deed or other conveyance, thereby becomes a member. When more than one person or entity is owner of a Lot, all such persons or entities shall be members but entitled to only one vote per Lot owned. When such owner ceases to own an interest therein, that person or entity is no longer a member.

4. BOARD OF TRUSTEES: The Board of Trustees and officers of the Association elected as provided in the Bylaws of the Association shall exercise the powers, discharge the duties, and be vested with the rights conferred by this Declaration, and by the Bylaws of the Association. Provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Trustees solely in their capacity as an officer or member of the Board of Trustees, they shall be deemed to act in such capacity to the extent required to authenticate their acts and to carry out the purposes of the Declaration and of the Bylaws. Until such time as Declarant no longer owns any Lots (including any Lots which may hereafter be subjected hereto) in any Phase of New California Hills, Declarant shall exercise the authority of, and shall be deemed to act as the Board of Trustees. Upon final sale of the last lot of New California Hills, Declarant shall nominate an initial Board of Trustees who shall serve until elections are held pursuant to the Bylaws. Nothing in this provision shall preclude the Declarant from nominating an initial Board to operate prior to the last lot being sold.

5. Administration: The administration of The Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, as each of the foregoing may be amended from time to time, and in accordance with such reasonable regulations as may be promulgated by the Board of Trustees from time to time; provided however, the amending of this Declaration is limited by the provisions of Article 7, Paragraph 6 hereinafter. Each Lot owner, tenant or occupant of a Dwelling thereon shall comply with provisions of this Declaration and of the Bylaws of the Association, the regulations, decisions and resolutions of the Board of Trustees of the Association or of the duly appointed representatives thereof, as each of the foregoing may be promulgated or amended from time to time, and failure to comply with any such provisions, decision, resolution or regulation, shall be grounds for an action to recover sums due for damages (which sums shall be an assessment and provided hereinafter) or for injunctive relief or for such other relief which may be available at law or in equity.

6. BYLAWS: A copy of the Bylaws of the Association are attached hereto as Exhibit "C".

ARTICLE 5- ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

- A. Each owner of a Lot subsequent to the Declarant is deemed to covenant and agrees to pay such annual operating assessments or other charges as may be imposed by the Association pursuant to the terms of this Declaration.

- B. The annual assessment, together with the cost of collection thereof, attorney fees, and interest as provided hereinafter, shall be a charge on each Lot, and shall be a continuing lien upon each Lot from the effective date thereof until paid.
- C. Each such assessment, together with the cost of collection thereof, attorneys fees and interest provided hereinafter, shall also be the personal obligation of each owner of a Lot, and if there is more than one owner of a Lot (i.e. owners of fractional interests of, or in a Lot), then such assessment, together with the cost of collection thereof, attorneys fees and interest as provided hereinafter shall be the joint and several personal obligation of each of such owners.
- D. In a conveyance of a Lot, the grantee or grantees thereof shall be jointly and severally liable with such grantor or grantors thereof for all unpaid assessments against such Lot up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor, the amounts paid by grantee therefor.
- E. For each Lot, the assessments shall begin upon the date of conveyance of a Lot from Declarant to a purchaser thereof. Thereafter, each Lot shall be charged with an equal portion of the annual assessment, if any. The assessment shall be pro rated during the calendar year of the sale from Declarant to the purchaser of such Lots based on the number of days in such year the purchaser owned the Lot.
- F. The annual assessment shall be determined, charged and collected on a calendar year basis. The Board of Trustees of the Association is hereby empowered to make such reasonable rules and regulations so as to effectuate the fair and equitable application of this provision.
- G. Notwithstanding anything to the contrary set forth herein, for so long as Declarant possesses the sole voting rights as set forth in the Bylaws of the Association, Declarant shall impose no assessment without providing notice to all owners of Lots of any meeting to determine assessments and obtaining the approval such assessment by a majority of the voting power of the members (excluding Declarant) who attend the meeting for such purpose.

2. PURPOSE AND NATURE OF ASSESSMENTS:

- A. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used for any purpose which is deemed to be desirable by the Association, as well as for the operation of the Association in such manner as the Board of Trustees shall determine.
- B. LEVY AND AMOUNT OF ASSESSMENTS: The annual assessment shall be that amount of funds estimated by the Board of Trustees to be necessary for all operating expenses of the Association for the balance of the next succeeding fiscal year which shall be a calendar year unless otherwise chosen by the Board of Trustees.

- C. EFFECTIVE DATE OF ASSESSMENT: Any assessment created pursuant hereto shall be effective provided it is determined in accordance with the Bylaws of the Association and this Declaration, upon written notice of the amount thereof sent by the Board of Trustees to the member of the Association subject thereto at least 30 days prior to the due date. Written notice may be mailed or delivered to a member's address in the Subdivision.

3. PAYMENT AND NON-PAYMENT OF ASSESSMENTS:

- A. METHOD OF PAYMENT: Each assessment created pursuant hereto shall be due in full on the effective date thereof; provided, however, that nothing herein shall prohibit the Board of Trustees from collecting such assessment in such installments as the Board of Trustees may, in its discretion, determine to be appropriate and beneficial. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid into such reserve account as the Board of Trustees may deem appropriate, and shall in no event be deemed to be profits, nor available, except on dissolution of the Association, for distribution to members; provided, however, that if the Board of Trustees should determine that the retention of any assessment collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Trustees may, in its discretion, refund or credit all or any portion of such excess among the members in the same proportions as the same were paid. In such event, such excess shall be so divided among only those who are members at the time of distribution, without regard to the question of who was the owner at the time of the assessment or collection.

B. EFFECT OF NON-PAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

1. If any installment of any assessment is not paid within 30 days after the same has become due the entire unpaid balance of such assessment shall then be automatically accelerated, and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys fees and interest on the entire balance of such assessment at the highest rate of interest permitted by law.
2. At any time after an assessment or installment thereof levied pursuant hereto remains unpaid for 30 days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such assessment, together with any subsequent assessment which may thereafter become due, together with the cost of collection thereof, attorney's fees and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the Recorder of Union County, Ohio, pursuant to authorization given by the Board of Trustees. Such Certificate shall contain a legal description of the Lot

against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid assessment, and shall be signed by the President or other officer designated for such purpose by the Board of Trustees.

3. The lien provided for herein shall remain valid for a period of five (5) years from the date of filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or, discharged by the final judgment or Order of the Court in an action brought to discharge the lien.
4. Except as to mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, such lien and rights shall be applicable as against the parties to whom such Lot is conveyed as provided hereinabove, and any grantee of a Lot shall be jointly and severally liable with the grantor for the amount secured by such lien.
5. The Association, as authorized by the Board of Trustees, may bring an action at law against the member or members obligated to pay the assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In the event of a foreclosure, the Association shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and cost of such action shall be added to the amount of any such assessment to extent set forth in this Declaration and permitted by the laws of the State of Ohio.
6. No member of the Association may waive or otherwise escape liability for the assessments provided herein.
7. The lien of the assessment provided herein shall be subject and subordinate to the lien of any previously duly executed and recorded first mortgage, and any holder of such first mortgage which comes in possession of a Lot pursuant to the remedies provided in such mortgage, whether by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, shall take the Lot free of any claims of unpaid assessments or charges against the said lot which are attributable to the period prior to the time such holder of such mortgage obtains title to such Lot.

ARTICLE 6- EASEMENTS

Each Lot shall be subject to easements for utilities and such other purposes consistent with the development of the Property and the Plat. Upon request either by Declarant or by the Association, an owner of a Lot shall join in any documentation necessary for the purpose of effectuating this provision, and the provisions more fully set forth hereinafter.

1. EASEMENT FOR ACCESS: A non-exclusive perpetual easement over the roadways, sidewalks, common drives, and walkways as may, from time to time, exist upon the Property and may be necessary to access any real or personal property owned by the Association is hereby reserved to Declarant, its successors and assigns, including the Association, for the benefit of it and for the future owners of Lots and occupants of Dwellings to be constructed thereon, and for the benefit of the licensees and invitees of the foregoing individuals and entities, for the purpose of providing access to and from the various Lots, and for the purpose of using such for pedestrian and vehicular travel, as might be appropriate, to and from public streets and to and from the Lots.

2. EASEMENT FOR REPAIR- RESTORATION AND OTHER MATTERS: The Association shall have a perpetual right of access and an easement to, over and through each Lot for the purpose of ingress, egress, repair, maintenance, restoration and for all other purposes which enable the Association to perform its obligations, rights and duties as set forth herein.

3. EASEMENTS FOR CERTAIN UTILITIES: The Declarant or Board of Trustees may hereafter grant easements on behalf of members to entities for utility purposes or for other miscellaneous purposes for the benefit of the Property including, but being not limited to, the right to install, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires, television cables and equipment, electrical conduits and wires over, under, along and on any portion of the Lots within 20 feet of the edges thereof; and each owner of a Lot hereby grants, and the transfer of title to a Lot owner shall be deemed to grant, the Association an Irrevocable Power of Attorney to execute, acknowledge and record, for and on behalf of such Lot owner, such instrument as may be necessary to effectuate the foregoing.

4. EASEMENT FOR SERVICE: A perpetual, non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, trash removal personnel, and all similar persons, and to the local governmental authorities and to the Association, but not the public in general, to enter upon the common area, if any and upon the various Lots in the Property in performance of their respective duties.

5. EASEMENT FOR DEVELOPMENT AND CONSTRUCTION: There is hereby reserved to Declarant, its successors and assigns, a non-exclusive right and easement over, on and under the Property and all Lots, for the purpose of doing all things necessary to complete construction work necessary and intended to develop the land, including but being not limited to the right to install, use, maintain, repair and replace pipes, wires, storm and sanitary sewer, and telephone services.

6. GENERAL All easements and rights described herein or easements appurtenant to and running with the land, shall be perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns thereof, and any owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Failure to refer to any or all of the easements and/or rights described herein in any deed of conveyance or any mortgage deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered therein.

ARTICLE 7- GENERAL PROVISIONS

1. COVENANTS RUNNING WITH THE LAND: Each grantee of Declarant, its successor or assigns, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and power created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind every person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions hereof were recited in full in each and every deed of conveyance, and shall encumber the land for a period of fifty (50) years from the date of the recordation of this Declaration, after which from time they shall be automatically deemed to be extended for successive period of ten (10) years each, unless otherwise amended as hereinafter provided.
2. ENFORCEMENT: In addition to any other remedies provided in this Declaration, Declarant, the Association, and any member of the Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed in accordance with this Declaration and the Bylaws of the Association. Failure by Declarant, the Association, or such member of the Association to proceed with such enforcement shall in no event be deemed to be a waiver of such right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches, nor any statute of limitations, bar the enforcement of such restriction, condition, covenant, easement, reservation, lien or charge.
3. SEVERABILITY: The invalidity of any restrictions, conditions, covenants, reservations, easements, liens or charges, or any other provisions of this Declaration or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of any other of the provisions which shall nevertheless remain in full force and effect.
4. GENDER AND GRAMMAR: The singular wherever used herein shall be construed to be the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations, partnerships, individuals (whether masculine or feminine) shall in all cases be assumed as though in each case fully expressed.
5. CAPTIONS: The captions of the various provisions of the Declaration are not a part of the context hereof but are merely labels to assist in locating the provisions hereof.
6. AMENDMENT:
 - A. For so long as Declarant owns any Lots (Including any Lots which may hereafter be subjected hereto), Declarant shall have the sole power to amend this Declaration. Once Declarant no longer owns any Lots as aforesaid, then this Declaration and the Bylaws of the Association may be amended by the affirmative vote of those exercising, in person or by proxy, not less than 75% of the voting power of the Association at a meeting otherwise duly convened as

provided in the Bylaws of the Association. All such amendments shall become effective upon the filing with the Recorder of Union County, Ohio, a copy of such amendments, together with a certificate thereof signed by the Declarant, while he retains the authority or thereafter by the President and Secretary of the Association. Provided, however, that no such amendment shall have any effect upon material rights of bona fide mortgagees until the written consent of such mortgagees to such amendment has been secured. Such consent shall be retained by the Secretary of the Association, and the certification of such Secretary in the instrument of amendment, and the names of the consenting and/or nonconsenting mortgagees of the various Lots may be relied upon by all parties for all purposes.

- B. Notwithstanding anything to the contrary set forth in Subparagraph A of this paragraph, it is the intent of Declarant that no subsequent amendment hereof, and no subsequent amendment of the Bylaws of the Association, shall serve to circumvent or subvert the spirit, purpose and intent of this Declaration, but shall be only for such purposes as may be consistent with the spirit, purpose and intent of this Declaration, as expressed herein.

7. DECLARANT'S RIGHT TO REPURCHASE: Attached hereto as Exhibit D is a copy of certain provisions of an "Agreement to Purchase an Improved Lot" which applies to each and every Lot to which this Declaration pertains. In the event of failure to obtain plan approval or to commence construction as provided therein, or in the event of the presence of soil conditions as provided therein, Declarant has the right to repurchase a Lot to which such provisions may be applicable, upon the terms and conditions set forth in the aforesaid Agreement.

8. SUBMISSION OF ADDITIONAL PROPERTY TO THE PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS:

- A. From time to time, but in any event for so long as the Declarant owns any Lots (including any Lots which may hereafter be subjected hereto, in Declarant's discretion) in New California Hills, Declarant may, at its sole discretion, submit additional property, together with the improvement thereon, to the plan for ownership created hereby. Each person (including any mortgagee) who acquires an interest in a Lot in New California Hills, by virtue of such acquisition, shall and does hereby, irrevocably appoint Declarant, its successors or assigns, as the attorney-in-fact of such person, for the purpose of consenting to and executing such documents as may be necessary in order to effect one or more of the aforementioned additions to this plan for ownership.
- B. Such document effectuating such addition to this plan of ownership shall be signed by the Declarant, and such signature shall be deemed to be on behalf of all those having an interest, of whatever nature, in any Lot in New California Hills or in the Association.
- C. Upon request, any person who acquires an interest in a Lot in New California Hills shall execute an irrevocable Power of Attorney in such form as is satisfactory to Declarant, but such Power of Attorney shall, nevertheless, be

deemed to be binding upon each such person, his or her heirs and assigns, whether created by execution of a separate document or whether created as otherwise provided herein, and further shall survive the death or incapacity of any such person, his or her heirs or assigns.

- D. At such time as the Declarant no longer owns any Lots (including any Lots which may hereafter be subjected hereto in Declarant's sole discretion) in New California Hills, the Association shall succeed to all rights of Declarant.
- E. Upon filing of an amendment to this Declaration, thereby subjecting additional property to this plan for ownership of New California Hills, such additional property shall thereafter be subject to all the terms and provisions of this Declaration, to the same extent and with the same effect as if such additional property had been described herein; that is, the rights, easements, covenants, restrictions and assessments set forth herein shall run with and bind the additional property in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration. The owner or owners of the additional property shall thereby become members of the Association to the same extent, with the same effect, subject to the same obligations, and with the same rights, as all other members of the Association, and, in all other respects, all of the provisions of this Declaration shall include and apply to such additional property and any owner, mortgagee or any other party having an interest therein, with equal meaning and of like force and effect. If any amendment to the Declaration would include terms that are inconsistent with a prior Declaration, the amended Declaration will apply in the place of all prior Declaration for all Lots.

IN WITNESS WHEREOF, The undersigned, Declarant herein, an Ohio Corporation, has caused this Declaration to be executed this 17th day of Mar, 2006.

Signed and Acknowledged
in the Presence of:

EVERGREEN LAND COMPANY
An Ohio Corporation

Sign: Dianne L. Strunkenburg
Witness

Print: Dianne L. Strunkenburg

Sign: Wade Dunham
Witness

Print: WADE DUNHAM



By: Allen S. Shepherd, III
President

STATE OF OHIO
FRANKLIN COUNTY ss:

The foregoing Declaration was acknowledged before me this 17th day of Mar 2006,
by Evergreen Land Company, an Ohio Corporation, by Allen S. Shepherd, III President thereof
on behalf thereof.

Dianne L. Strunkenburg
NOTARY PUBLIC

This Instrument Prepared by:
Evergreen Land Company
6295 Cosgray Road
Dublin, Ohio 43016



DIANNE L. STRUNKENBURG
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 30, 2007
RECORDED IN UNION COUNTY

Evergreen Land Co.
6295 Cosgray Road
Dublin Ohio 43016

Being lot numbers 268-295 of New California Hills Subdivision, as the same is numbered and delineated on the recorded plat therefore, of record in Plat Book 5, Pages 215 & 216, Union County, Ohio.

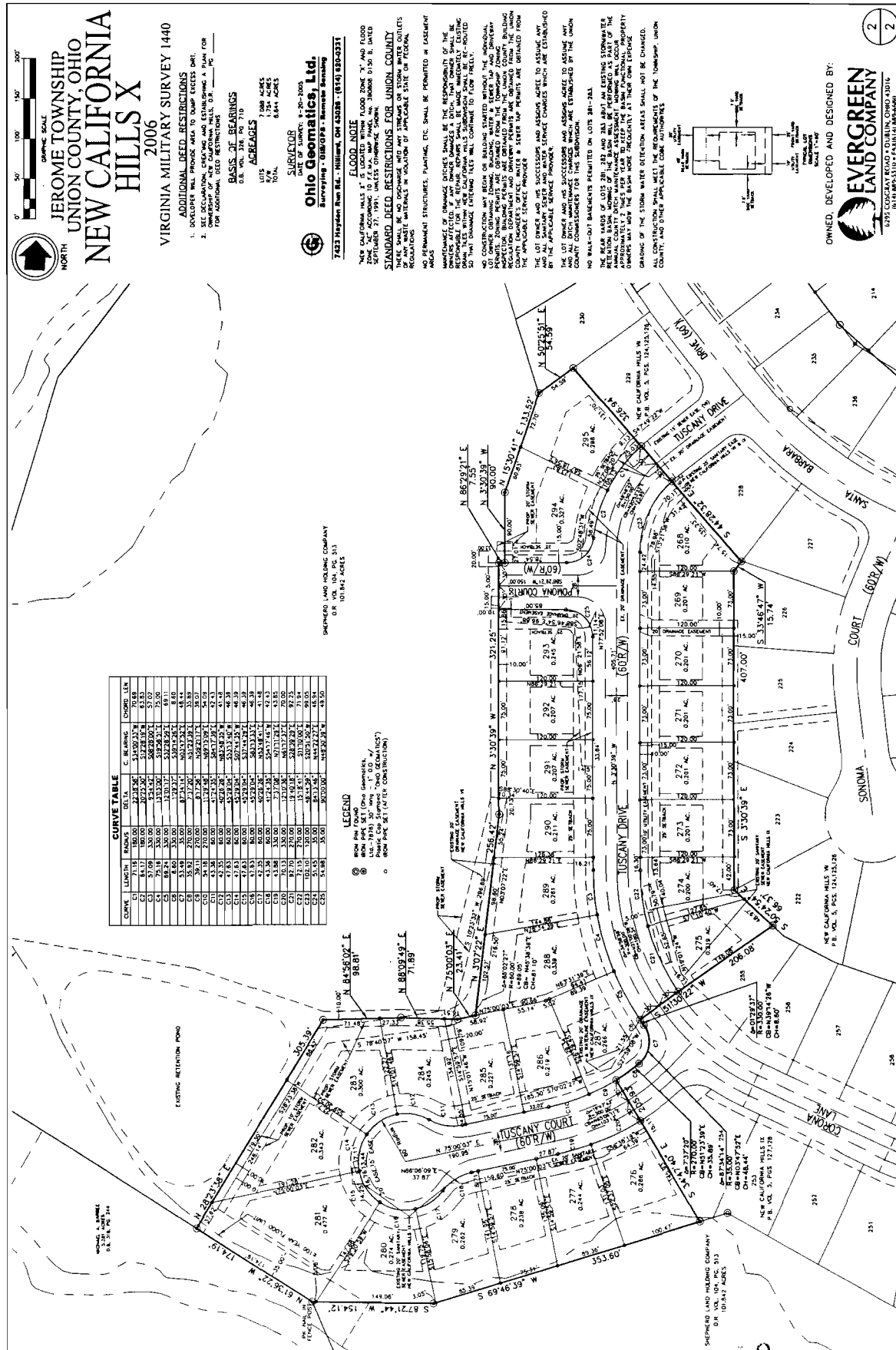


EXHIBIT C
BYLAWS
NEW CALIFORNIA HILLS

ARTICLE 1 - NAME AND LOCATION

The name of the Association responsible for the administration of the property known as New California Hills is The New California Hills Association, Inc. a not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place in Franklin or Union Counties, Ohio, as the Board of Trustees may, from time to time, designate.

ARTICLE 2 - MEMBERSHIP, VOTING RIGHTS AND SUSPENSION

A. **MEMBERSHIP:** The membership of the Association shall be determined as set forth in the Article pertaining to the Association in the Declaration Creating and Establishing a Plan for Ownership of New California Hills hereinafter referred to as the "Declaration," and incorporated by reference as though fully rewritten herein.

B. VOTING RIGHTS

1. Until such time as Declarant no longer owns any undeveloped Lots in New California Hills, Declarant shall have sole voting rights on behalf of the Association. Thereafter, the owner or owners collectively, of the fee simple title of record of each individual Lot shall be entitled to one vote.
2. The vote of the owners of an individual Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in the certificate signed by all of the owners of the Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, then, at the discretion of the Secretary of the Association, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor any other purpose.

C. SUSPENSION OF MEMBERSHIP During any period in which a member shall be in default in the payment of any installment of any assessment levied by the Association, the voting rights may be suspended by the Board of Trustees until such assessment has been paid. The rights of a member may also be suspended after reasonable notice of hearing for the violation of any of the covenants, conditions, restrictions, rules and regulations as the same may be promulgated and amended by the Board of Trustees from time to time. In such event, such suspension shall be effective until the Board of Trustees has, in its discretion, determined that such violation has been cured by such offending party and, further, has received such assurances as the Board of Trustees may reasonably require that such violation will not be repeated in the future.

ARTICLE 3 - MEETINGS OF MEMBERS

A. ANNUAL MEETINGS: Regular annual meetings of the members shall be held in such place and on such date and at such time as may be determined by the Board of Trustees.

B. SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the members entitled to exercise one-fourth (1/4) of the voting power of members.

C. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice to such address at least 10 days before the meeting.

The notice shall specify the place, the day and time of the meeting and, in case of a special meeting, the purpose of the meeting. Upon the written request of the holder of a first mortgage, mailed to the principal office of the Association, the written notice of meetings of member shall also be given to such mortgagee, who shall have the right to designate a representative to attend all such meetings.

D. QUORUM: The members present at any duly convened meeting shall constitute a quorum for such meeting.

E. PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot.

F. VOTING POWER: Except as otherwise provided in the Declaration or these Bylaws, a majority of the voting power of members present at any duly convened meeting shall be sufficient to determine any matter. The rules of Robert's Rules of Order shall apply to the conduct of all meetings of members except as otherwise may be specifically provided herein or in the aforesaid documents. Any action that could be taken by members at a meeting by vote of a majority of the voting power of members present may be taken without a meeting with affirmative vote or approval, in writing, of members having not less than a majority of the total voting power of all members.

ARTICLE 4 - BOARD OF TRUSTEES, SELECTION AND TERM OF OFFICE

A. INITIAL TRUSTEES: At such time as Declarant no longer possesses the sole voting rights as set forth in Article 2B1 hereof, the affairs of the Association shall be managed by the Board of Trustees, consisting of three persons. Within 30 days from the time that Declarant no longer possesses the sole voting rights of the Association, the Association shall meet, and the Lot owners shall elect a Board of Trustees to replace Declarant. The nomination, election and term thereof shall be as set forth in Article 5 hereinafter.

B. REMOVAL: Except for Declarant, any Trustee may be removed, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, the successor thereof shall be selected by the remaining Trustees and shall serve for the unexpired term of the predecessor thereof.

C. COMPENSATION: Unless otherwise determined by the members at a meeting duly convened for such purpose, no Trustee shall receive any compensation for any service rendered to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of the duties thereof.

ARTICLE 5 – NOMINATION, ELECTION AND TERM OF TRUSTEES

A. NOMINATION: As to those Trustees other than Declarant, nomination for election to the office of Trustee shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Association. The Nominating Committee shall consist of a Chairman, who shall be a Trustee; and two or more members of the Association. The Nominating Committee shall be appointed by the Trustees prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled. A trustee need not be a member of the Association.

B. ELECTION: As to those Trustees other than Declarant, election to the office of the Trustee shall be by secret written ballot. At such election, the members or their proxies may be cast, in respect to each vacancy, one (1) vote for each Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

C. TERM: All Trustees elected by members (other than Declarant) shall serve until the next regular annual meeting of the Association, unless removed as provided in these Bylaws, or unless such Trustee resigns.

ARTICLE 6 - MEETINGS OF TRUSTEES

A. ORGANIZATIONAL MEETING: The first meeting of a newly elected Board of Trustees shall be held within 10 days of election, at such place and at such time as shall be fixed by the Trustees at the meeting at which such Trustees were elected; and no future notice shall be necessary to the newly elected Trustee or Trustees in order to legally constitute such meeting, providing a majority of the Board of Trustees shall be present thereat.

B. REGULAR MEETINGS: Regular meetings of the Board of Trustees shall be held quarterly, without notice, at such date, place and time as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Trustees.

C. SPECIAL MEETINGS: Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three days written notice to each Trustee; provided, however, that such notice may be waived in writing.

D. QUORUM: A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees shall be regarded as the act of the Trustees.

E. ACTION TAKEN WITHOUT A MEETING: The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE 7 - POWERS AND DUTIES OF THE BOARD OF TRUSTEES

A. Notwithstanding anything to the contrary set for herein, until such time as Declarant no longer possesses sole voting rights of the Association as set forth herein, Declarant shall exercise the powers and duties of the Association pursuant to the Declaration and these Bylaws.

B. POWERS: At such time as article 7A hereinabove no longer applies, the Board of Trustees shall exercise all powers and authority pursuant to the Declaration and these Bylaws, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents, and without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

1. Take all actions deemed necessary or desirable to comply with all requirements of law, these Bylaws, and the Declaration.
2. Enforce the easements, restrictions, covenants, conditions, assessments, and all other provisions set forth in the aforesaid documents.
3. Repair, maintain and improve any property owned by it.
4. Establish, enforce, levy and collect assessments as provided in the Declaration.
5. Adopt and publish rules and regulations governing the use of the property and of the conduct of owners, licensees, invitees, occupants and any other person using the property.
6. Suspend the voting rights of a member as provided in the Declaration and in these Bylaws.
7. In the case of a Trustee not appointed by Declarant, declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent for three consecutive regular meetings of the Board of Trustees.
8. To authorize the officers of this Association to enter into agreements with third parties in order to carry out the intent of the Declaration.

C. DUTIES: At such time as Article 7A hereinabove no longer applies, it shall be the duty of the Board of Trustees, in addition to all other duties required by the Board of Trustees, by the Declaration and by these Bylaws, and without limiting the generality of the foregoing, to:

1. Cause to be kept complete record of all of the acts of the Board of Trustees and the affairs of the Association and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by the members requesting such special meeting.
2. Supervise all officers, agents and employees, if any, of the Association and see that their duties are properly performed.
3. Establish, enforce, levy and collect assessments as provided in the Declaration.
4. Enforce the easements, restrictions, covenants, conditions, assessments and all other provisions as set forth in the Declaration.
5. Repair and maintain the property which may be conveyed to it.
6. Take all other action reasonably required to administer The Association in accordance with the Declaration and these Bylaws.

ARTICLE 8 - OFFICERS AND THEIR DUTIES

A. ENUMERATION OF OFFICERS: The officers of this Association shall be a President and Vice President, each of whom shall at all times be members of the Board of Trustees, a Secretary and Treasurer, and such other offices as the Board of Trustees may from time to time by resolution establish.

B. SELECTION AND TERM OF OFFICE: The officers of the Association shall be selected by a majority of the Board of Trustees from time to time, to serve until the Trustees select their successors.

C. SPECIAL APPOINTMENTS: The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Trustees may, from time to time, determine.

D. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees or the President and Secretary of the Association. Such Resignation shall take effect on the date of receipt of such notice or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select the

person to fill such vacancy.

E. MULTIPLE OFFICES: The offices of Secretary and Treasurer of this Association may be held by the same person. No person, however, shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to this Article.

F. DUTIES OF OFFICERS: The duties of the officers are as follows

1. President: The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall sign all documents on behalf of the Association.
2. Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise such other duties as may be required of him by the Trustees.
3. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members; serve or cause to be served notice of meetings of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Trustees.
4. Treasurer: The Treasurer shall receive and deposit in appropriate accounts all monies of the Association, and shall disburse funds as directed by the resolution of the Board of Trustees; keep proper books of account; shall cause an annual audit of the books of the Association to be made by such person as may be designated by the Board of Trustees to conduct such audit at the end of each fiscal year (which shall be determined by the Board of Trustees, and which unless otherwise determined, shall be on a calendar year basis); shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and shall perform such other duties as may be required by the Board of Trustees.

G. The Board of Trustees may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Association.

ARTICLE 9 - BOOKS AND RECORDS

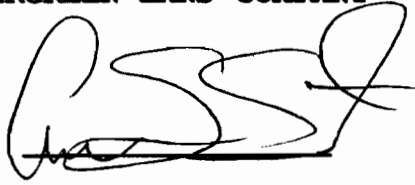
The books, records and papers of the Association shall be at all times, during normal business hours, subject to inspection by any member and by the duly authorized representative of any holder of a first mortgage on a Lot. The Declarations and Bylaws shall be available for inspection by any member of any such lienholder or representative thereof at the principal office of the Association, where copies may be purchased at a reasonable cost, said cost to be established by the Board of Trustees.

ARTICLE 10 - AMENDMENT

These Bylaws may be amended in the manner and subject to the same provisions as set forth in the Declaration.

EVERGREEN LAND COMPANY

BY:

A handwritten signature in black ink, appearing to read 'AS', with a large loop and a horizontal line extending to the right.

Allen S. Shepherd, III
President

7671L

EXHIBIT D

C. PLAN APPROVAL: SELLER'S RIGHT TO REPURCHASE LOT

No dwelling garage or any addition thereto, or any alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon the Lot until the site plan thereof, has been approved by the Seller. In addition, no such dwelling, garage or any addition thereto, or any alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon the Lot unless and until the following have been approved in writing by the Seller.

1. Size of the dwelling.
2. Location of dwelling.
3. Type of the dwelling and style of architecture.
4. The square footage of livable area of the dwelling.
5. The material of construction thereof, including but not limited to the following:
 - A. The type, manufacturer, and finish of windows.
 - B. The type and color of the siding material.
 - C. The type and color of the roofing material, including information with regard to texture thereof.
 - D. The type and bond of brick or stone, if used.
 - E. The finish and color of stucco, if used.
 - F. Color and finish of exterior trim.
 - G. The type and color of any proposed fencing.
6. The grading plan of the Lot, including the grade elevations of the dwelling and details as to the dwelling to be constructed.
7. The Landscape Plan.
8. Any other specifications and details as to the dwelling to be constructed.
9. The builder of the Dwelling. Buyer may not change builders without the express prior written consent of Seller. In such event, the provisions of Article 7, Paragraph 7 of the Declaration with respect to Seller's right to repurchase, shall immediately become applicable, in addition to any and all other remedies at law or in equity to which Seller may be entitled. Further, Builder and Buyer must first execute the Statement of Responsibilities attached as Exhibit "B" of the Agreement to Purchase, and made a part hereof.

A true copy of all the aforesaid items shall be permanently filed by buyer with Seller. Further, no outbuildings will be permitted by Seller. Attached as Exhibit "A" of the Agreement to Purchase is an Architectural Review Form to assist buyer in obtaining plan approval as required herein. Buyer shall submit such Architectural Review Form to Seller, along with any other items reasonably requested by Seller in connection with the enforcement of this provision. In the event that the aforesaid plans and specifications and other detail are not approved by Seller, in writing, within thirty (30) days from the date of submission thereof to Seller by Buyer, then, at Seller's option, and upon notice from Seller to Buyer as provided hereinafter, Seller may repurchase the Lot upon the same terms and in same manner as provided in Article 7, paragraph 7 of the Declaration.

D. COMMENCEMENT OF CONSTRUCTION:

SELLER'S RIGHT TO RE-PURCHASE LOT.

Buyer agrees to commence construction of the proposed dwelling within sixty (60) days from the date of delivery of the General Warranty Deed referred to herein. If Buyer fails to so commence such construction, Seller may, at Seller's option, upon notice to Buyer as provided hereinafter, repurchase the Lot from Buyer. If Seller elects to so repurchase the Lot, and so notifies buyer, then the provisions of paragraphs 3, 4, 5, and 6 of the Agreement to Purchase shall be applicable to such repurchase and the net cost of the repurchase by seller shall be an amount equivalent to the net proceeds received by Seller, as shown on the closing statement for the initial sale of this Lot from Seller to Buyer. Once construction has commenced as aforesaid, buyer shall diligently complete the exterior of the dwelling within one hundred Fifty days (150) from the date of commencement thereof, subject to an extension for delays which, in the discretion of Seller, are not within control of Buyer.

E. SOIL CONDITIONS

If any unusual or unanticipated soil conditions are discovered with respect to the Lot which would increase the cost incurred by Buyer to build the residence contemplated to be built upon the Lot, then Seller, at Seller's election shall either reimburse Buyer for such additional costs as they are incurred by Buyer (upon buyer providing to Seller reasonable evidence of such additional cost) or, in the alternative, Seller may repurchase the Lot upon the same terms and in the same manner as provided hereinabove. Buyer agrees to notify Seller immediately upon the discovery of such unusual or unanticipated soil conditions.

F. REGULATIONS WITH RESPECT TO CONSTRUCTION.

Attached as Exhibit B to the Agreement to Purchase is a list of regulations with respect to construction. At all times, Buyer shall comply with such regulations.

IN WITNESS WHEREOF, The undersigned, Allen S. Shepherd, III President of Evergreen Land Company, an Ohio Corporation, has caused the Bylaws to be executed this 17th day of May, 2006.

Signed and Acknowledged
In the Presence of:

Evergreen Land Company
An Ohio Corporation

Signed: Dianne K. Strunkenburg
Witness - Dianne K. Strunkenburg

AS
pres

Signed: Wade Dunham
WADE DUNHAM

Witness --

STATE OF OHIO
FRANKLIN COUNTY ss:

The foregoing Bylaws were acknowledged before me this 17th day of March 2001, by
Evergreen Land Company, an Ohio Corporation, by Allen S. Shepherd, III President thereof on
behalf thereof.

Dianne L. Strunkenburg
NOTARY PUBLIC

This Instrument Prepared by:
Evergreen Land Company
6295 Cosgray Road
Dublin, Ohio 43016



DIANNE L. STRUNKENBURG
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 30, 2007
RECORDED IN UNION COUNTY

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2006 MAR 24 PM 1:22

23600

Evergreen Land Co.
6295 Cosgray Road
Dublin Ohio 43016



**County Engineer
Environmental Engineer
Building Department**
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

October 2, 2014

Public Service with integrity

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Final Plat Review
New California Hills XI-XII

Brad,

We have completed our review for the above final plat, received by our office on September 19, 2014. The construction drawings have been approved by our office. The subdivision is currently under construction. All utilities have been installed and roadway installation within the subdivision is currently taking place. A performance bond for the subdivision work has been submitted and approved.

Per previous meetings, it was required of the developer to construct or post a bond for a left turn lane on US 42 at New California Drive. At the most recent LUC Zoning and Subdivision Committee meeting for this particular development, the condition of a bond was removed, requiring the turn lane to be constructed. As of earlier this week, the final striping and signage was completed on this turn lane, and the only outstanding items that remain are miscellaneous grading and seeding. All maintenance of traffic devices have been removed and the turn lane has been opened and is completely functional. As such, we recommend approval of the final plat, based on the resolution of the below minor items:

1. We have recently revised our dedication note to read as follows: "*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.*"
2. Provide further clarification of the proposed definition and uses of each type of easement.

Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Sincerely,

Bill Narducci

Bill Narducci, P.E.
Engineering Manager
Union County Engineer



Jerome Township
Union County, Ohio

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

Jerome Township Zoning Office

October 2, 2014

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry
East Liberty, Ohio 43319

RE.: New California Hills Sections XI & XII Final Plat

Dear Brad,

I have reviewed the Final Plat for the New California Hills Sections XI and XII, as sent to my office, and have found no concerns regarding the documents as presented. It appears as if the plat as filed is in compliance with the original zoning and the subsequent updates to that project. Based upon my review I can see no objection that the township would have in regards to issuance of an approval for the plat as filed. As always, my review is limited to the zoning related items only and the township defers to the expertise of the Union County Engineers office in regards to all traffic and engineering related items.

Respectfully,

Gary Smith
Jerome Township Zoning Officer

From: Jeremy Hoyt [<mailto:jhoyt@marysvilleohio.org>]
Sent: Thursday, October 02, 2014 10:27 AM
To: Brad Bodenmiller
Cc: Bill Narducci
Subject: NCH 11 & 12

Brad,

I have the following comments on the subdivision plat for New California Hills XI & XII:

General

- Provide the definition of an "easement" within this plat to clearly delineate the work to be permitted within the proposed utility and sanitary sewer easement(s).
- Within the "standard deed restrictions", the City of Marysville shall be specifically mentioned in regards to being the water and sanitary sewer provider.
- Due to the atypical nature of the proposed sanitary sewer easements, please provide a dimension to the right-of-way at each lot line so that the City is aware of the permitted work limits when performing maintenance on this utility.

Sheet 2

- The proposed sanitary sewer easement near Lots 314 and 315 shall be labeled.
- Based on the location of the Pomona Court dead end fire hydrant, a utility easement shall be provided near Lot 327.
- Consider providing additional easement (5' - between the proposed easement and the right-of-way) to fill in the gap between the easement and right-of-way along Lots 323 through 330. The proposed configuration does not allow future access to the 20' utility easement in these areas.
 - Per the previous comment, additional easement will only be required by the City at Lot 327.

Please let me know if you have any further questions regarding this email.

Thanks,
Jeremy

From: Jim Cogar [<mailto:jim.cogar@uchd.net>]
Sent: Wednesday, September 24, 2014 11:56 AM
To: Brad Bodenmiller
Subject: New California Hills - XI & XII Final Plat

Hi Brad,

Considering that public services (sanitary sewer & drinking water) are being provided to the residents within this subdivision, the Union County Health Department has just a few items to point out.

My comments are as follows:

- As always, 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 (STS).
- Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.
- If at anytime during the development of the subdivision a PWS (well, cistern, etc...) or STS is found, our office shall be immediately contacted for an inspection. Proper permitting must be obtained for sealing and or abandonment of PWS and STS.

Please feel free to call or email me with any questions you may have.

Thank you,

Jim Cogar R.S.

Deputy Director of Environmental Health

From: Ronald Rockenbaugh [<mailto:r.rockenbaugh@ure.com>]

Sent: Thursday, October 02, 2014 6:06 PM

To: Brad Bodenmiller

Cc: Wade Dunham; Terry Andrews; Martin Nicol; Matt Zarnosky; Kevin Gregory; Anthony Smith

Subject: RE: New California Hills 11 & 12 Easements

Brad,

Per phone message request see information below.

Thanks,

Ron Rockenbaugh
Union REC

From: Ronald Rockenbaugh

Sent: Wednesday, October 01, 2014 5:04 PM

To: 'Wade Dunham'; Terry Andrews

Cc: Martin Nicol; Matt Zarnosky (mzarnosky@ure.com); Kevin Gregory; Anthony Smith

Subject: RE: New California Hills 11 & 12 Easements

Wade,

Originally URE had concerns about the sanitary sewer easement area and the depth of the sewer line, so we were wanting the rear easement area for maximum space to install the electric facilities. On 07/07/14 URE sent a updated drawing for the road crossings. In order to access the road crossing locations it would be best if all of the 25 foot setback area is part of the utility easement for ingress and egress. Martin will need to know the location of the existing facilities so he can install URE electric facilities at a reasonable location away from the building areas because we have had issues with foundations being in the easement areas.

Thanks,

Ron Rockenbaugh
Manager of Engineering Services
Union Rural Electric Cooperative, Inc.
PO Box 393
15461 US Route 36
Marysville, Ohio 43040
Cell: (937) 537-0369
Direct: (937) 645-9241

From: Ronald Rockenbaugh [<mailto:r.rockenbaugh@ure.com>]

Sent: Wednesday, October 01, 2014 3:48 PM

To: Wade Dunham; Terry Andrews; Brad Bodenmiller

Cc: Martin Nicol; Matt Zarnosky; Kevin Gregory

Subject: RE: Copy of distribution list letter

Brad, Wade and Terry,

Per Terry's email request on 08/21/14 for pond service. URE requires an easement for electrical facilities not specific to the lot location, in this case crossing lots to serve another location. We will need a 15 foot easement along the side of lots 317 / 318 and a 20 foot easement at the rear of 317 adjacent to jute matting area and rock channel protection area (10 foot of new easement if we can egress and ingress the drainage easement).

Thanks,

Ron Rockenbaugh

Manager of Engineering Services

Union Rural Electric Cooperative, Inc.

PO Box 393

15461 US Route 36

From: Wade Dunham [<mailto:wdunham@shepherdexcavating.com>]

Sent: Wednesday, October 01, 2014 4:11 PM

To: Ronald Rockenbaugh; Terry Andrews

Subject: Fwd: New California Hills 11 & 12 Easements

Ron:

Below is an email I sent you in 2012 regarding easements. The utility easement across the front of all lots started at the 25' building setback and was 20' wide, which would leave a 5' strip between the easement and the right-of-way. The current plat reflects this. Terry pointed out that if your facilities are 3' outside the right-of-way, they would not be in an easement. I can't find any other correspondence that would indicate why we left the 5' strip, but it would seem prudent to extend the easement to the right-of-way, resulting in a 25' total width. Is that what you want/need? Thank you.

Wade Dunham

Evergreen Land Company

6295 Cosgray Road

Dublin, Ohio 43016

614-889-1115

614-889-6680 (fax)

----- Forwarded message -----

From: Wade Dunham <wdunham@shepherdexcavating.com>

Date: Mon, May 21, 2012 at 1:37 PM

Subject: New California Hills 11 & 12 Easements

To: rrocken@ure.com

File attached:

NCH 11 & 12 Easements 052112.pdf

Ron:

Attached is a PDF file of the easement plan from the New California Hills 11 & 12 Preliminary Plat. I have shown a 20' utility easement starting at the building setback and stopping five feet from the right-of-way line. Is that what you had in mind? Thank you.

--

Wade Dunham
Evergreen Land Company
6295 Cosgray Road
Dublin, Ohio 43016
[614-889-1115](tel:614-889-1115)
[614-889-6680](tel:614-889-6680) (fax)



Staff Report – Jerome Township Rezoning Application

Applicant:	<div>ELTI, LLC c/o Stephen Lenker 6350 Memorial Drive Dublin, OH 43017 (614) 554-5222</div> <div>EDB International, Inc. c/o Pat Altvater 6375 Shier-Rings Road, Suite F Dublin, OH 43016 (614) 761-4700</div>									
Request:	<p>This request is to rezone 2 parcels. Each parcel, its existing/current zoning, and proposed zoning is below:</p> <table><tr><th>Parcel ID</th><th>Existing/Current</th><th>Proposed</th></tr><tr><td>1700120510010</td><td>U-1 Rural District</td><td>PUD</td></tr><tr><td>1700120540000</td><td>U-1 Rural District</td><td>PUD</td></tr></table> <p>Total acreage</p> <ul style="list-style-type: none">5.001 acres <p>Acreage to be rezoned</p> <ul style="list-style-type: none">5.001 acres <p>Current use</p> <ul style="list-style-type: none">“Residential/Business” <p>Proposed use</p> <ul style="list-style-type: none">“Single Family homes are the only allowed use”	Parcel ID	Existing/Current	Proposed	1700120510010	U-1 Rural District	PUD	1700120540000	U-1 Rural District	PUD
Parcel ID	Existing/Current	Proposed								
1700120510010	U-1 Rural District	PUD								
1700120540000	U-1 Rural District	PUD								
Location:	<p>Both parcels are located in Jerome Township, Union County.</p> <ul style="list-style-type: none">The parcels front Jerome Road.The parcels are west of Jerome Road.The parcels are south of Wells Road.The parcels are north of Ryan Parkway.									
Staff Analysis:	<p>PUD District Intentions</p> <p>As a reminder, the PUD intentions are to:</p> <ul style="list-style-type: none">Promote the general public welfare.Encourage the efficient use of land and resources.									



Staff Report – Jerome Township Rezoning Application

- Promote greater efficiency in providing public and utility services.
- Encourage innovation in planning and building of all types of development.

Use & Density

The Jerome Township Comprehensive Plan identifies this property as Residential Conservation District. The Comprehensive Plan recommends density between 1 and 2 units per gross acre in Residential Conservation Districts (Comp. Plan 6-8). The PUD allows a maximum of 1.75 units per gross acre (PUD 602 1. a.). Single family dwellings are appropriate. The site plan proposed is 1.59 units per acre. Staff believes the use and density are appropriate.

Open Space

The Comprehensive Plan, which is a guide, recommends 40% open space (Comp. Plan 1-5 & 6-8). The PUD requires a minimum of 20% open space (PUD 604 3. g.). The site in this proposal is located on the edge of the Residential Conservation District; across Jerome Road is Medium Density Residential. The Comprehensive Plan does not recommend above **the PUD's requirement of 20% open space** for Medium Density Residential (PUD 604 3. g.). The Zoning Plan and Regulation Text submitted, state, "there are no existing streams on the property, this property includes 1.004 acres or 20.03% reserve/green space owned and **maintained by the Home Owner's Association.**" Staff feels there should be an increase in the reserve/green space and easements to protect the reserve/green space and existing mature trees (PUD 602 4.). Considering the small area involved in the proposed development, that no natural features were identified on the site, **and the site's proximity** to Medium Density Residential, staff feels a percentage that is transitional—perhaps 30%—is appropriate. If the width of the open space area at the southeast corner of the Zoning Plan were increased to a width of 75 feet, that area could be counted in the total open space acreage.

The site should be pedestrian-friendly and integrate the open space. However, sidewalks of a certain minimum width should be added along each roadway within and fronting the PUD. This will be more in-line with the concept of master planning as the site develops and connects to adjacent future developments (PUD 601 1. a., b., & e.) (PUD 604 3. b.).



Staff Report – Jerome Township Rezoning Application

The PUD requires landscape buffers between lots and the County/Township roads serving the PUD. It also requires buffers between lots and adjacent agricultural land. The PUD requires those landscape buffers to be within landscape easements on the plat (PUD 604 3. f.). Staff feels additional landscaping and landscape easements should be added to meet the requirement.

The PUD requires that detention ponds be part of a bioswale corridor (PUD 604 5. a. iv.). Planting and conversion of the detention pond into a bioswale would help meet the requirement.

Street trees should be placed outside the public right-of-way in a maintenance easement (PUD 604 3. e.). This avoids future maintenance costs to the Township. A mix of 2-3 species is also advisable to mitigate costs associated with insects and diseases, such as Emerald Ash Borer.

Regulation Text

Setbacks

- All setbacks should read “from the right-of-way” or “from the property line.”
- **Front yard setbacks read, “from internal street 25’.”** The rules for the Architectural Review Committee read, “a minimum front yard setback of thirty feet (30’) from the existing right-of-way (Exhibit C, 2.0, 2.2).” The front setback should be “from the existing right-of-way” and be consistent in both documents.
- **There should be a minimum of 15’ between buildings** and open space (PUD 604 5. A. viii.). This should be noted in the regulation text i. and shown on the site plan.
- Side yard setbacks read, “7 1/2’ each side – 15’ total total.” It should simply be “7 1/2’ from each side property line” to prevent confusion or the chance that a building is **built closer than 7.5’ to a side line**. This should be noted in regulation text i.
- Driveway setbacks read, “**minimum 3’ from property line.**” Clarification is needed to establish from which line the minimum setback is required. This should be noted in regulation text i.
- For accessory structure standards and limitations, consider simply adding a note in text i. to refer to text xii. This reduces the potential for confusion.



Staff Report – Jerome Township Rezoning Application

	<p>Minimum width & area</p> <ul style="list-style-type: none">• Remove the +/- symbols in front of minimum lot sizes and minimum lot width at the front building setback.• Move all accessory structure setback requirements from xi. to xii. <p>Accessory structure standards and limitations</p> <ul style="list-style-type: none">• Move all the setback requirements from the other regulation text sections to here.• Specifically note all prohibited accessory uses in this section. For example, garages are missing from this section, but listed as prohibited in the Declaration of Covenants, Conditions and Restrictions. <p>Trash areas</p> <ul style="list-style-type: none">• Consider adding a provision that allows trash containers to be located at the street for pick-up, but establish a time limit. <p>Declaration of Covenants, Conditions and... Specific easements should be established, rather than giving broad easement rights over moreorless the entire subdivision to specific parties of interest (Article VI Easements).</p> <p>Public Entities There is an engineering analysis, but no letters or comments from government agencies regarding utilities, traffic, etc.</p>
Staff Recommendations:	Staff recommends <i>DENIAL</i> of the application to rezone 1700120510010 from U-1 Rural District to PUD and 1700120540000 from U-1 Rural District to PUD based on the staff comments listed in this staff report.
Z&S Committee Recommendations:	

Jerome Township Zoning Commission

Anita Nicol
Clerk

September 29, 2014

9777 Industrial Parkway
Plain City, Ohio 43064

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

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

Dear David Gulden:

This letter is to inform you of a Jerome Township Rezoning Amendment:

Application: #PUD 14-118

Name of Applicant: ELTI, LLC

Rezoning: Approximately 4.99 +/- acres – Parcel #1700120510010 and
1700120540000 located at 10917 and 10927 Jerome Road, Plain City,
Ohio 43064.

Present Zoning: U-1 (Rural District)

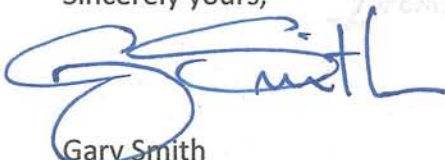
Proposed Zoning: PUD (Planned Unit Development)

Public Hearing Date has been set for: October 27, 2014 at 7:00 p.m.

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

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

Sincerely yours,



Gary Smith
Zoning Officer

Attachment



Logan-Union-Champaign regional planning commission

Director: David M. Gulden
Jenny R. Snapp

Zoning Parcel Amendment Checklist

Date: September 29, 2014 Township: Jerome

Amendment Title: Brittonwood PUD 14-118

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

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

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

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

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

Revision: Initial, 8/2009

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Britonwood

**Jerome Township
Re-zoning
Development Text
and
Ancillary Documents**



Jerome Township
Union County, Ohio

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

Application Form

PUD Zoning

Office Use Only:	
Application #: <u>PUD 14-118</u>	Date: <u>9-29-14</u>
Fee: \$ <u>1175.00</u>	Check #: <u>2451</u>

Agent / Applicant Information:

Agent / Applicant Name: ELTI, LLC Date: 9/24/2014
Mailing Address: 6350 Memorial Drive, Dublin, Ohio, 43017
Email Address: stephenlenker@gmail.com Phone: 614-554-5222

Property Information:

Property Address: 10917 & 10927 Jerome Road, Plain City, Ohio, 43064
Property Owner: Frank W. Jr. and Maggie Pharazyn
Parcel ID # (s) 1700120510010 & 1700120540000
Acreage: 4.99 Current Zoning: A-1 Subdivision Name: Britonwood

PUD Zoning Information:

<u>PUD Type Requested:</u>	<u>Adjacent Land Uses:</u>	<u>Proposed Utilities:</u>
<input checked="" type="checkbox"/> Residential	North: <u>Single Family Residential</u>	<input checked="" type="checkbox"/> Public Sewer
<input type="checkbox"/> Commercial / Office	South: <u>Single Family Residential</u>	<input type="checkbox"/> On-Site Sewer
<input type="checkbox"/> Industrial	East: <u>Single Family Residential</u>	<input checked="" type="checkbox"/> Public Water
<input type="checkbox"/> Mixed-Use	West: <u>Single Family Residential</u>	<input type="checkbox"/> Private Well

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

Agent / Applicant Signature: ELTI, LLC by [Signature] Date: 9/24/14

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

The owner(s) of land, in requesting that the Zoning Resolution be amended to include such land in the PUD, shall file fifteen (15) paper copies, and one electronic copy, of the application, Zoning Plan, and Zoning Text for such amendment with the Jerome Township Zoning Commission which shall contain:

1. Application form and supplementary information:

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

2. Zoning Plan

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

- ☐ Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.
- ☐ A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.
- ☐ Concept site plan of the proposed planned district, and proposed layout of all subareas.
- ☐ Proposed densities, number of lots and dimension parameters, and building intensities.
- ☐ Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
- ☐ Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
- ☐ Relation to existing and future land use in surrounding area.
- ☐ Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
- ☐ Proposed traffic and pedestrian circulation pattern, indicating both public and private streets or highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
- ☐ An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.
- ☐ Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.

- ☐ Site plan, showing approximate nonresidential building locations(s), various functional use areas, circulation, and their relationship.
- ☐ General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
- ☐ Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
- ☐ Projected schedule of site development.
- ☐ Evidence that the applicant has sufficient control over the land to carry out the proposed development.
- ☐ Regulation Text for development in the proposed Planned Unit Development District. That text must set forth and define the uses to be permitted in the proposed Planned Unit Development District and the development standards applicable to the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PUD.

3. Zoning Text

This Regulation Text shall only apply to the PUD in question and all development within that PUD. All appropriate regulatory areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:

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

Memorandum of Purchase Agreement

THIS MEMORANDUM OF PURCHASE AGREEMENT is made by Frank W. Jr. and Maggie Pharazyn, "Seller", whose address is 10917 and 10927 Jerome Road, Plain City, Ohio, 43064 and ELTI, LLC, (hereinafter the "Buyer"), whose address is 6350 Memorial Drive, Dublin, Ohio, 43017 (collectively the Seller and Buyer shall be known as the "Parties").

WITNESSETH:

The Parties hereto entered into a written Real Estate Purchase Agreement dated June 6, 2014 (the "Agreement"), for the parcels commonly known and designated as 10917 and 10927 Jerome Road, Plain City, Ohio, 43064; (Union County, Ohio tax parcel numbers: 1700120540000 and 1700120510010), the two parcels consisting of 4.99 acres, more or less, together with all appurtenant rights, privileges and easements, and the Agreement is effective as of this 24th day of September, 2014. The Buyer shall have the right to purchase the Premises upon the terms and conditions contained within the originally executed Agreement.

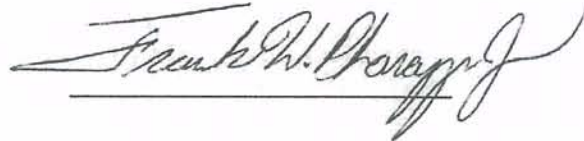
The parties hereto have set their hands and seals, this the 24th day of September, 2014.

ELTI, LLC

Frank W. Pharazyn, Jr.



By: Stephen C. Lenker, Manager



Britonwood Development Text

9.20.14

- a. Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.

The two parcels subject to the PUD zoning are located on the west side of Jerome Road, just east of the existing Dogwood subdivision of Jerome Village and 150' south of the intersection of Jerome Road and Wells Road. The site is approximately 4.99 acres- See preliminary engineering and site plan (exhibit C), legal description (exhibit A), and survey for further information (exhibit B).

- b. A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.

Single Family homes are the only allowed use for this development

- c. Site plan of the proposed planned district, and proposed layout of all subareas.

See attached preliminary engineering and site plan for the proposed site layout. (Exhibit C)

- d. Proposed densities, number of lots and dimension parameters, and building intensities.

There shall be a maximum of 8 single family lots, with a minimum lot size of approximately .257 acres. Minimum lot width shall be +/-80' at the proposed building setback, and minimum lot depth shall be 125 feet.

The maximum density shall be +/- 1.59 du/ac.

- e. Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.

The site has existing mature wooded tree lines to the south and north property lines. The area to the east of proposed Craigen's Court shall be incorporated in a common open space reserve and parkland totaling +/- 1.004 acres, which shall also include a detention area and entry feature adjacent the entry road from Jerome Road.

A total of 1.004 acres, or 20.03% reserve/green space is being provided.

All common open spaces shall be owned and maintained by the HOA.

- f. Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.

There are no existing streams on the property. Tree rows are generally following the north, west and southerly property lines. Drainage generally runs from south to the north. See attached exhibits for more clarity.

- g. Relation to existing and future lands use in surrounding area.

Existing land uses are single family to the west, south and east of the site and part of Jerome Village. There is a single family home on +/- 2.0 acres directly to the north of the subject site.

Future land uses will remain the same.

- h. Proposed provision of water, sanitary sewers, surface drainage, and street lighting.

Water and sewer service will be provided by the city of Marysville (see Exhibit D)

On site surface drainage will be handled through ditches at the sides of the road, and water quality will be provided in a detention area located at the northeast corner of the site.

- i. Proposed traffic and pedestrian circulation pattern, indicating both public and private streets or highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.

The main entry to the site shall be on located at the newly created intersection of Dogwood and Jerome Roads. All streets shall be public. An 8' wide asphalt recreation path shall be installed along Jerome Road directly to the south of the property. The developer is committing to extend the path to the north, if approved by the Township.

- j. An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.

The site infrastructure shall be built as one phase. The construction shall occur upon approval of final engineering by the County and all Township approvals have been fulfilled. Upon securing final acceptance of the subdivision plat and appropriate building permits, the construction of 2 homes shall commence.

- k. Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.

See attached preliminary engineering and site plans for feasibility (exhibit C)

- l. Site plan, showing approximate nonresidential building location(s), various functional use areas, circulation, and their relationship.

See landscape plans depicting various use areas on site (exhibit E). There will not be any non residential buildings allowed on site.

- m. General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.

Britonwood will follow the same architectural theme and standards as found in Jerome Village. (Exhibit F contains examples of elevations provided by the developer, and will be consistent with these elevations. These elevations may or may not be exact to finish product based on final home selection and alternatives of the individual home buyers.)

All homes shall be designed with 4 sided architecture. Siding materials shall be brick, stone, stucco stone, wood, or cementitious fiberboard, or a combination thereof. Shingles shall be an architectural grade asphalt dimensional shingle. Windows shall be wood or aluminum clad wood windows. Each home shall have a unified light post in the front yard, as well as uniform mail boxes. Additionally, street trees shall be required.

Any permitted accessory uses shall be constructed of similar materials and shall be unified with the house that they are associated with.

The architectural standards and other items shall be controlled through deed restrictions and are subject to the HOA

- n. Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.

The property and lots shall be subject to Deed restrictions and protective covenants, as

well as Township zoning codes.

See attached model deed restrictions, exhibit G-1 and G-2.

o. Projected schedule of site development.

It is anticipated that all approvals needed will be obtained by late winter of 2015, at which time construction will begin on the site. Following the start of construction in 2015 (or as final approvals are secured) improvements including public roadways and utilities will commence (or 6 months after final approvals are secured). It is anticipated that construction of the first 2 homes will begin 9 to 12 months after zoning is approved.

p. Evidence that the applicant has sufficient control over the land to carry out the proposed development.

The applicant has a purchase contract for the property. The Seller has executed the PUD zoning application and provided a memorandum of contract.

q. Regulation text for development in the proposed Planned Unit Development District. That text must set forth and define the uses to be permitted in the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PUD.

This Regulation Text shall only apply to the PUD in question and all development within that PUD. All appropriate regulatory areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:

i. All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.

Front yard setbacks from internal street	25'
Rear yard setbacks for main structure	20'
Side yard setbacks	7 1/2' minimum each side- 15' total
Driveways	Driveways shall be minimum 3' from property line.
Accessory structures	May not be located in the front yard, or in front of the actual front building line, whichever is greater.

7 1/2' min. side yard setback and 40' rear yard setback. If provisions listed under section q.xii, accessory structure standards and limitations, are fulfilled, accessory uses may be a minimum of 10' from the rear property line.

- ii. All maximum height and size requirements of buildings, mechanical areas and other structures.

35' maximum height to peak of roof as measured from finished grade at front door to peak of roof.

1,900 square foot minimum for ranch style homes

2,800 square foot minimum 2 story homes

- iii. All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.

A minimum of 4 parking spaces including garage parking shall be included on each lot.

- iv. All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.

Right of way and pavement standards shall be as required by the county and shown on the accompanying preliminary engineering plans. Right of way shall be 60' for Craigens Court main road, 100' width at the cul-de-sac; all roads will be 28' B2B per Union County and Township standards.

- v. All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.

An 8' wide asphalt recreation trail appears to be under construction along Jerome Road directly to the south as part of the Glacier Ridge Neighborhood plan. The terminus of the pathway was not determined; however, an extension would be provided as part of the Britonwood development if any part of the trail is terminated at the southern property line.

- vi. All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjoining areas.

See landscape plans for proposed screening locations, materials, and installation sizes (exhibit E). Landscaping shall be maintained in a healthy living state, and any dead plant materials shall be replaced with same/similar plant material in a timely fashion, in no instance longer than 1 year after the plant has died.

Parking areas shall be located on each individual lot within garages (2 car minimum garage is required) and on the associated driveways.

Trash shall be handled by private trash hauler, and trash containers shall be located inside garages or behind front building line screened either architecturally or with plant material.

All air conditioning units, compressors, or generators shall be located beside home (not in required side yard), or in rear yard, and should not be visible from public streets.

- vii. All proposed signage including height, setback, square footage and colors.

See attached signage plan for details (exhibit E). The signage shall be located on a stone clad column, on the north side of the entry road.

The sign placard shall be 2' x 2' sq, with the overall column not to exceed 10' to the top of the cap. The sign panel itself shall be no higher than 8' from grade. The sign panel shall be cast bronze or stone, and be limited to 2 colors. (See Exhibit E for signage column detail).

The sign column shall be located a minimum 15' to Jerome Road ROW and a minimum 15' to Craighens Court ROW outside of the sight traffic triangle.

- viii. All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.

There shall be no roadway lighting. The yard light fixtures will be black or bronze in color and shall have maximum height of 8' located minimum 10' from each property line. The sign column shall be illuminated as well with low

level landscape lighting. (See exhibit E for details). Landscape lighting in open space shall be maintained by the Homeowners Association (HOA).

- ix. All exterior architectural design standards, including material, color and styles.

All homes shall be designed using 4-sided architecture. Siding materials shall be brick, stone, stucco stone, wood, or cementitious fiberboard, or a combination thereof. Shingles shall be an architectural grade asphalt dimensional shingle.

Windows shall be wood or aluminum clad wood windows. Each home shall have a minimum two-car garage.

Any allowed accessory structures shall be constructed of similar materials and shall be unified with the house that they are associated with.

Colors allowed shall be generally earth tone colors, and no colors of high intensity or chroma shall be used.

Floor plans may be repeated on multiple lots; however exterior elevations shall be different per each lot with no elevations being repeated. See Exhibit F for example renderings (Note: Renderings shown are intended to demonstrate the design character, quality and detail that will be constructed with each home. Final home designs may vary from those shown).

- x. A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the Zoning Plan or this zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.

Only single family uses shall be allowed with customary accessory structures.

- xi. Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.

Minimum lot size shall be +/- .56 acres in size. Minimum lot width at the 30' front building setback shall be +/- 80'. Rear yard setbacks shall be 40' for main structures and 40' for accessory uses. If provisions listed under section q.xii, accessory structure standards and limitations, are fulfilled, accessory uses may

be permitted to within 10' of the rear setback line. Side yard setbacks shall be 7 1/2' minimum for main structures and accessory uses.

No more than 30% of a lot shall be covered with main structure.

Accessory uses (including pools and associated deck areas) shall not account for more than 20% additional lot coverage.

xii. Accessory structure standards and limitations.

No accessory structures shall be allowed in any required front or side yard setbacks. Examples of permitted accessory uses are pools, pool house/cabanas, pump houses for pool, pergolas, trellises, gazebos and children's play equipment and playhouses.

Permitted accessory uses shall have a minimum setback of 10' from the rear property line, if the following conditions are met.

1. That the proposed structure does not remove any existing healthy trees that 3' caliper (dbh) or less. Dead, dying, or diseased trees, and shrubs may be removed for these uses, and
2. That the existing conditions of the treed area be A). surveyed and detailed in plans that are submitted to the Township for review and approval, or B). that the areas are reviewed and approved by the zoning Inspector prior to any disturbance or construction in the area.

Restricted accessory uses are sheds and dog houses.

xiii. Open space area, uses and structures, including proposed ownership and sample controlling instruments.

A total of 1.004 acres, or 20.03% open space is being provided.

All common open spaces shall be owned and maintained by the HOA.

xiv. Any other regulatory area or matter deemed necessary or relevant by the Zoning commission.

None applicable

xv. The Regulation Text should contain the following provision: All development standards not specifically addressed by the Regulation Text

shall be regulated by those general development standards set for the in the Zoning Resolution.

EXHIBIT "A"
LEGAL DEED DESCRIPTION
5.011 Acres

Real estate situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2991, being all of the 5.001 acre tract of land owned by Frank W. Jr. & Maggie Pharazyn (Official Record 101, page 641); and being Union County Engineer Parcel Map Numbers 1260000050.000 and 1260000049.000 and Union County Auditor Parcel Account Numbers 170012051.0010 and 170012054.0000, and being further bounded and described as follows:

Beginning for reference at a found railroad spike at the intersection of the centerline of County Road 17 (Wells Road, 60 feet wide) and County Road 11 (Jerome Road, 60 feet wide), said spike marking the northeast corner of Frank W. & Ronda L. Pharazyn's 1.92 acre tract described in Official Record 378 page 887;

thence with the centerline of said County Road 11, South 06 degrees 10 minutes 48 seconds East (reference bearing), 210.56 feet to a found PK nail marking the southeast corner of said 1.92 acre tract, the northeast corner of said Pharazyn 5.001 acre tract, and being the true point of beginning of the land to be described;

thence continuing along the centerline of County Road 11, South 06 degrees 10 minutes 48 seconds East, 509.62 feet, passing a found PK nail at 324.44 feet at the westerly terminus of Dogwood Drive (50 feet wide), to a found PK nail, said PK nail being the southeast corner of said Pharazyn 5.001 acre tract and the most northeasterly corner of Glacier Park Neighborhood Section 2 (Plat Book 5 page 322 E);

thence leaving the centerline of County Road 11 and with the southern line of said Pharazyn 5.001 acre tract and a northerly line of said Glacier Park Neighborhood Section 2, South 83 degrees 40 minutes 38 seconds West, 427.22 feet, passing a found five-eighths (5/8) inch diameter iron bar at 30.00 feet, to a found five-eighths (5/8) inch diameter iron bar at the southwest corner of said Pharazyn 5.001 acre tract;

thence with the western line of said Pharazyn 5.001 acre tract and a easterly line of said Glacier Park Neighborhood Section 2, North 06 degrees 19 minutes 33 seconds West, 510.70 feet to a found five-eighths (5/8) inch diameter iron bar being on the point common to the northwest corner of said Pharazyn 5.001 acre tract, a corner on the said Glacier Park Neighborhood Section 2, and on the southerly line of Edgar Lee & Carol Lynn Kauffman's 1.00 acre tract described in Official Record 990 page 650;

thence with the northern line of said 5.001 acre tract and southern lines of said Kauffman 1.00 acre tract and Pharazyn 1.92 acre tract, North 83 degrees 49 minutes 19 seconds East, 428.52 feet to the point of beginning (passing a found one (1) inch diameter iron pipe at 30.75 feet).

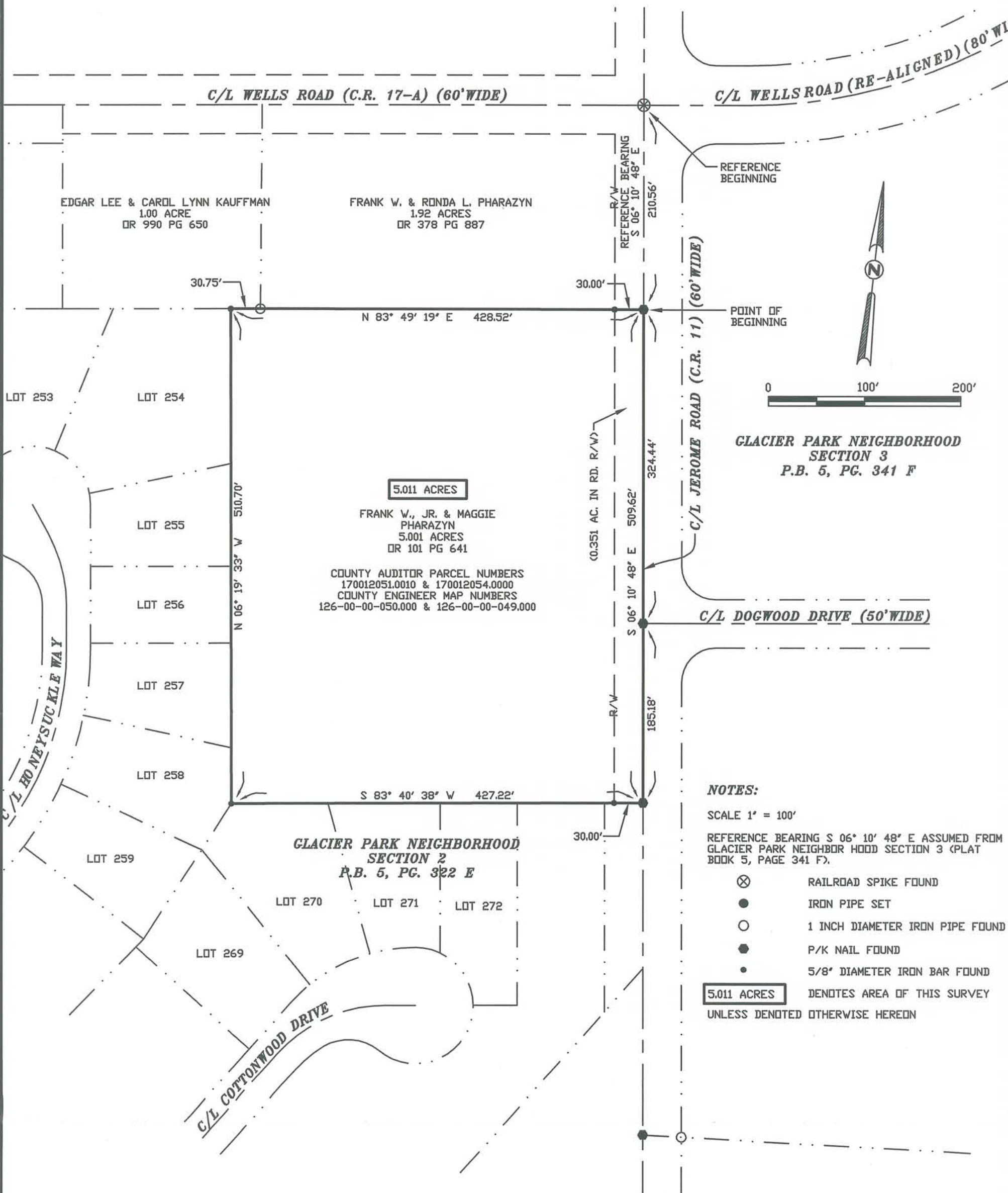
Bearing (South 06 degrees 10 minutes 48 East) assumed from Glacier Park Neighborhood Section 3 (Plat Book 5 Page 341 F).

The tract as described from an actual field survey performed on or about September 24, 2014, by James A. Page (S-6034) of Page Engineering, Inc. of Marysville, Ohio, contains 5.011 acres, more or less, of which 0.351 acre is subject to the road right-of-way, subject to all previous easements and rights-of-way of record. The survey is recorded in the office of the Union County Engineer.

Based on information shown on Flood Map, Community Panel Number 39159C0395D, dated 12/16/08, as furnished by the Federal Emergency Management Agency, through the National Flood Insurance Program, the property herein is located in Zone "X".

James A. Page, PS
S-6034
September 26, 2014
JN 14-54

EXHIBIT "B"



FLOOD ZONE:

BASED ON THE INFORMATION SHOWN ON FLOOD MAP, COMMUNITY PANEL NUMBER 39159C0395D, DATED 12/16/08, AS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM, THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X". FLOOD ZONE "X" DENOTES AREA OF MINIMAL FLOODING.



PLAT OF BOUNDARY SURVEY FOR:
EDB INTERNATIONAL
VIRGINIA MILITARY SURVEY NUMBER 2991
JEROME TOWNSHIP, UNION COUNTY, OHIO

JN 14-54 AUTOCAD 14-54BND.DWG

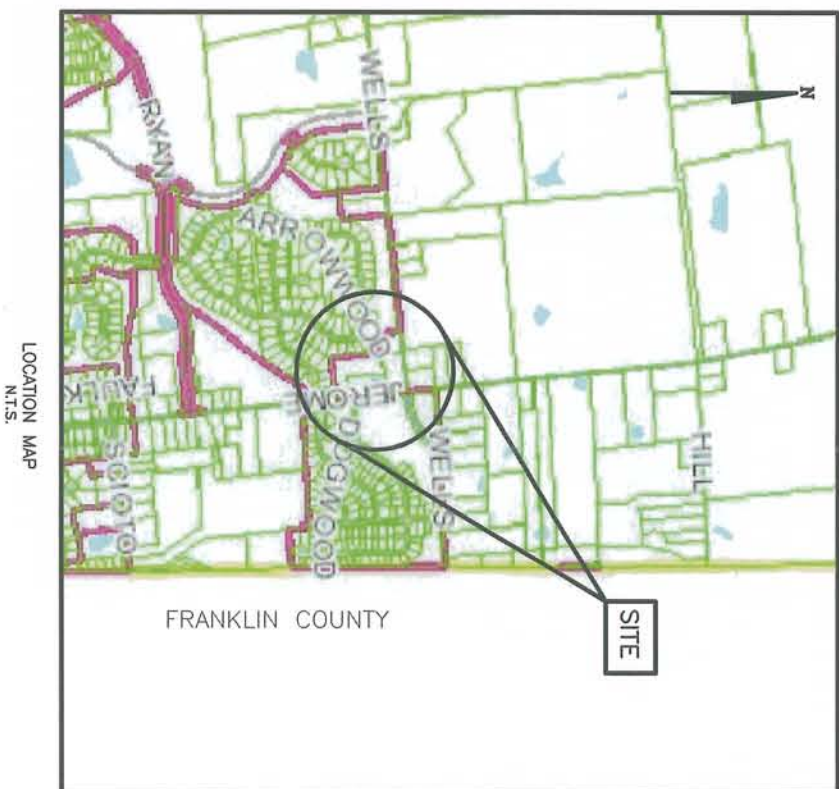
I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL FIELD SURVEY AND THAT MONUMENTS WERE PLACED AS INDICATED.

Page Engineering, Inc.

112 EAST FIFTH STREET MARYSVILLE, OHIO 43040
PH. (937) 644-1272 FAX (937) 644-3272

Britonwood

CONVENTIONAL SIGNS



INDEX OF SHEETS

- 1 TITLE SHEET
2 SITE PLAN (scale: 1"= 40')
3 LANDSCAPE PLAN (scale: 1"=40')

[illegible]

PREPARED FOR
ELTI, LLC
6179 MEMORIAL DRIVE
DUBLIN, OHIO 43017
(937) 431-4664

**ZONING PLAN
BRITONWOOD**

VIRGINIA MILITARY SURVEY NO. 2991
JEROME TOWNSHIP

edlb

EDB INTERNATIONAL, INC.
 6375 SHIER-RINGS ROAD, SUITE F
 DUBLIN, OHIO 43018
 (614) 761-4700 office
 (614) 761-8630 fax

DESIGNED BY:	PMA	CHECKED BY:	SKA
DRAWN BY:	MEP	DATE:	9-10-13

TITLE SHEET	
HORIZ. SCALE:	SHEET #
VERT. SCALE:	1 OF 3

OWNERS:
PARCEL #126000049000
PARCEL #126000050000
ACREAGE: 4.99
EXISTING ZONING: A-1
FRANK W. JR. & MAGGIE PHARAZYN

SITE DATA:
EXISTING USE: RESIDENTIAL/BUSINESS
PROPOSED USE: SINGLE FAMILY RESIDENTIAL -- PUD

DEVELOPER
ELTI, LLC
CONTACT: STEVE LENKER
6179 MEMORIAL DRIVE
DUBLIN, OH 43017
(614) 793-1500

ENGINEER
AGENT:
EDB INTERNATIONAL, INC.
CONTACT: PATRICK ALTAVIER, P.E.
5025 SHIER-RINGS ROAD, SUITE F
DUBLIN, OH 43016
(614) 761-4700

SURVEYOR
AGENT:
PAGE ENGINEERING, INC.
CONTACT: JIM PAGE
112 E. 5TH ST.
MARYSVILLE, OH 43040
(937) 644-1272

UTILITIES:
SANITARY SEWER:
JEROME VILLAGE PRIVATE SANITARY SYSTEM
WATER SERVICES:
CITY OF MARYSVILLE
STORMWATER:
NEW STREET STORM SEWER AND ON SITE
DETENTION FACILITIES.

TIME SCHEDULE:
BRITON WOODS
START: FEBRUARY 2015
COMPLETION: JUNE 2015

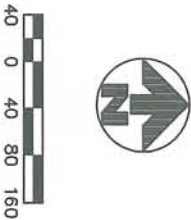
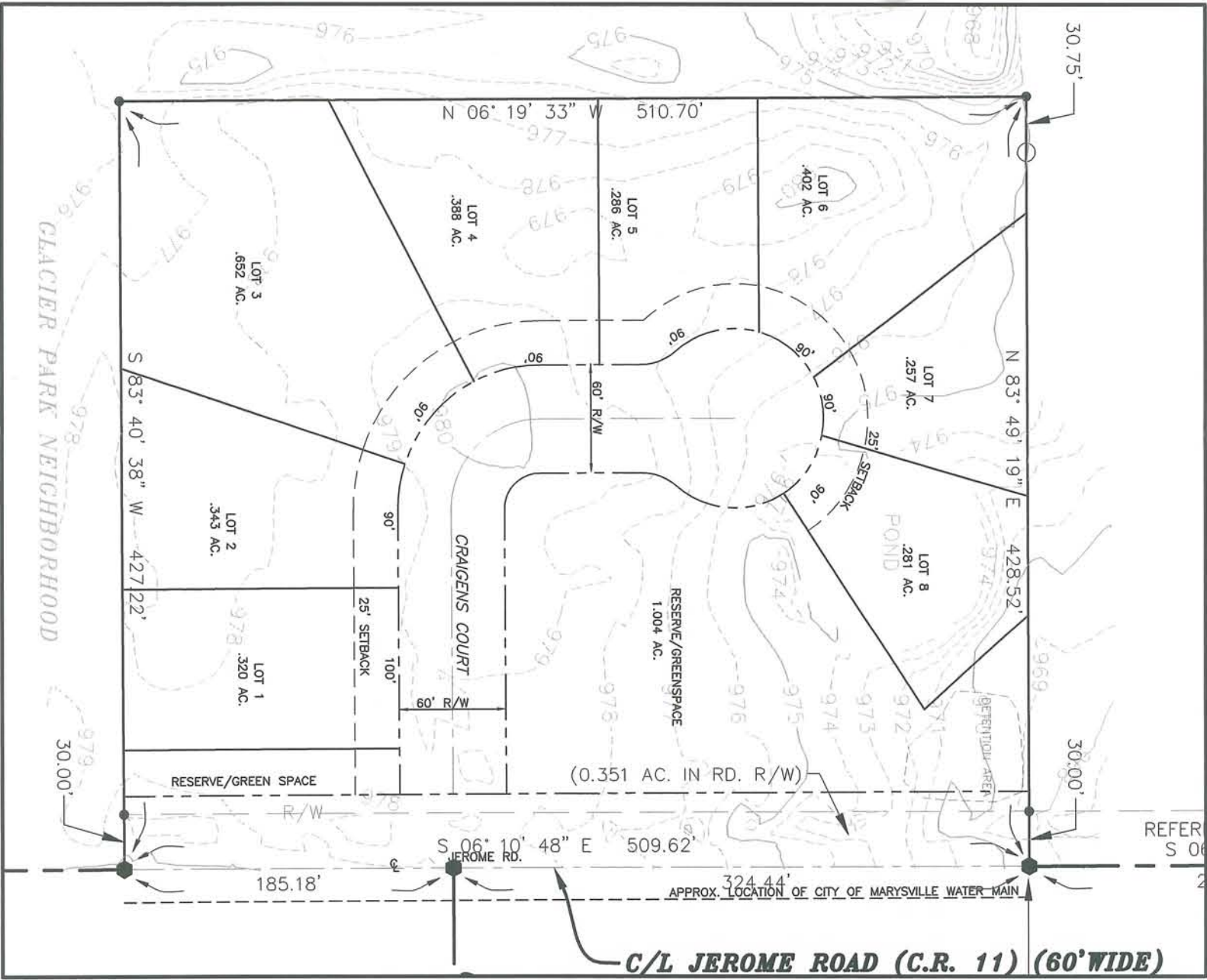
TRAFFIC:
ESTIMATED TRAFFIC VOLUME GENERATED FROM
BRITON WOODS
TOTAL DAILY TRIPS -- 80

BRITONWOOD
LOTS 1 THRU 8
PRODUCT TYPE: 1700 S.F. MINIMUM
AREA: 5,011 ACRES
OF UNITS: 8 UNITS
UNITS/ACRE: 8/5,011 = 1.59 UNITS/ACRE

AREA SUMMARY BRITONWOOD

LOTS	2,928 ACRES
R/W	1,078 ACRES
GREEN SPACE	1,004 ACRES
TOTAL	5,011 ACRES

OPEN SPACE SUMMARY BRITONWOOD
RESERVE/GREEN SPACE = 1.004
% GROSS OPEN SPACE: 1.004/5,011 = 20.03%




YARD REQUIREMENTS:
FRONT YARD: LOTS 1 THRU 8 = 25 FEET
SIDE YARD: 7.5 FEET
FRONTAGE: 90 FEET MIN.

No.	Date	Revision	Approved	Date
2	9-20-14	ZONING PLAN SUBMITTAL		
1	9-10-13	SSP/PRELIM PLAN		

PREPARED FOR
ELTI, LLC
6179 MEMORIAL DRIVE
DUBLIN, OH 43017
(937) 431-4664

ZONING PLAN
BRITONWOOD
VIRGINIA MILITARY SURVEY NO. 2991



EDB INTERNATIONAL, INC.
6375 SHIER-RINGS ROAD, SUITE F
DUBLIN, OHIO 43016
(614) 761-4700 office
(614) 761-8630 fax

DESIGNED BY:	PMA	CHECKED BY:	PMA
DRAWN BY:	MEP	DATE:	9-10-13

SITE PLAN

HORIZ. SCALE:
VERT. SCALE:

SHEET #
2 of 3

EXHIBIT "D"

ENGINEERING FEASIBILITY STUDIES AND SCHEMATIC PLANS

The developer has thoroughly reviewed all options for providing necessary utility services for this proposed Britonwood Subdivision. We recognize that the Planning Commission may desire to incorporate a contingency in any proposed approval to require signed 'intent to serve documents' from both The City of Marysville and/or Jerome Village concerning water and sanitary sewer utilities. The following text will describe proposed utility, drainage, and roadway service for the proposed subdivision:

Water: City of Marysville presently has a water main in the Jerome Road Right-of-Way along the entire frontage of this proposed subdivision that is available to service this property. We expect to extend a line up Craigen's Court to service the 8 lots.


Sanitary Sewer: Jerome Village has a current sanitary sewer system in the 'Glacier Park Neighborhood, Section 3' that could service this subdivision in multiple locations. This system ultimately pumps into The City of Marysville sewer system. We have been in dialogue with both parties concerning service to this property. The City of Marysville requested that we work with Jerome Village to enter into an agreement to tap into the sanitary sewer in this neighboring subdivision. We have met with Bart Barok with Jerome Village to discuss the location of accessing their sanitary sewer system. We have authorized them to perform an engineering review to access the existing sanitary sewer at the intersection of Dogwood Drive and Hazelnut Drive. We will ultimately adhere to Jerome Village requirements for a mutually agreed upon point of sewerage access into their system. We expect to extend an 8" sanitary sewer extension up Craigen's Court to service the 8 lots. Also, as part of the agreement with Jerome Village to access their sanitary sewer, Britonwood Subdivision will join the Jerome Village Community Authority which is required to adhere to their regulations.

Street Improvements: Britonwood Subdivision will include one intersection on Jerome Road which will be aligned with the center-line of Dogwood Drive. This roadway will have 60' Right-of Way and a pavement section to meet Union County Roadway requirements. Estimate Traffic Volume at this intersection is estimated to be 80 vehicles per day. We do not expect any concerns from the Union County Engineer with respect to site distance, as this intersection location has been previously approved for site distance for the previously constructed Dogwood Drive improvements.

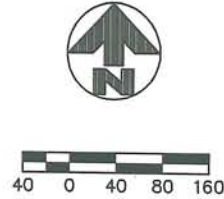
Storm Sewer: Catch Basins will be installed on Craigen's Court as required during the detailed design phase and outlet to the Detention Pond in the Northeast corner of the subdivision.

Surface Drainage: Overland drainage flow will be directed to the Craigen's Court Storm Sewer System, and as allowable directly led and outlet to the Detention Pond in the Northeast corner of the subdivision.

Street Lighting: The developer does not intend to have Street Lighting on this subdivision, unless required by the Jerome Township Zoning Commission.

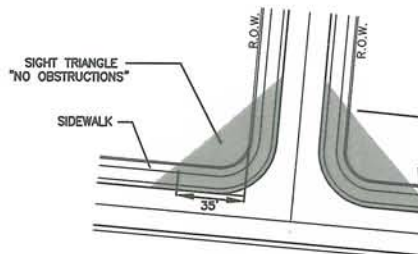
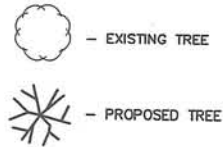
TREE LEGEND		
SYMBOL	TREE TYPE	PLANTING HEIGHT
	ARMSTRONG RED MAPLE	2.5" CAL.

ALL EXISTING TREES WILL REMAIN ON-SITE EXCEPT INSIDE THE RIGHT-WAY AND FOR IMMINENT CONSTRUCTION.



RD REQUIREMENTS:

NT YARD: LOTS 1 THRU 8 = 25 FEET
 : YARD: 7.5 FEET
 NTAGE: 90 FEET MIN.



NOTE: NOTHING SHOULD BE PLANTED OR PLANTED WITHIN THE SIGHT VISIBILITY TRIANGLE TALLER THAN 2 1/2' FEET TALL.



BRITONWOOD ENTRY
 8'x 3'x 3'

TREE LAWN LANDSCAPING

PROVIDE A TOTAL OF 2 TREES PER NINETY FEET

PREPARED FOR
 ELTI, LLC
 6179 MEMORIAL DRIVE
 DUBLIN, OHIO 43017
 (937) 431-4664

ZONING PLAN BRITONWOOD

VIRGINIA MILITARY SURVEY NO. 2991

EDB INTERNATIONAL, INC.
 6375 SHIER-RINGS ROAD, SUITE F
 DUBLIN, OHIO 43016
 (614) 761-4700 office
 (614) 761-8630 fax



DESIGNED BY:	PMA	CHECKED BY:	PMA
DRAWN BY:	MEP	DATE:	9-10-13

LANDSCAPING

Exhibit F

Britonwood Architectural Motiff and Standard Americana/Craftsman – Cape Cod

Background:

While the Cape Cod house has a history dating to the early days of the American colonies, the Craftsman style has much more recent origins. The American Craftsman style (usually shortened to just Craftsman) had its origin in the Arts and Crafts movement of the late 19th century.

The American Craftsman style was inspired by the British Arts and Crafts movement. It's evolution was a reaction against the perceived degradation of individual workers in the Industrial Revolution. As a result, the style emphasized hand worked materials over mass-produced goods, and relied on simple forms and local materials. The British movement was also a reaction against the ornate Victorian aesthetic, but the American style, emerging three decades later, instead focused on providing housing affordable to the fast growing middle class.

As an architectural style, Craftsman houses emphasized clean lines, with a solid structure of natural materials. Although ornate timber details, joinery and trusses are certainly an option, many people will choose a frame where the natural wooden members are joined in a clean, simpler fashion, which illustrates how post and beam fits perfectly with this principal.

A Craftsman house will have a low-pitched roof, possibly hipped or gabled. The eaves are typically deep, especially in the front where a large veranda is typically found. Traditionally, the columns supporting the roof have a square

profile and taper as they climb from the foundation. The windows are also traditionally multi-pane. Double hung windows with four or six panes over a single large pane tend to be the most popular choice.

Examples:



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This is a Declaration of Covenants, Conditions and Restrictions made as of this _____ day of _____, _____ by ELTI, LLC., an Ohio Limited Liability Company hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals.

RECITALS:

- A. Declarant is the owner of certain real property, holding fee simple title to the same, with such property being situated in Plain City and Jerome Township, Union County, Ohio, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property" or "Lot").
- B. Declarant intends to develop the Property into a single-family residential community consisting of approximately eight (8) Lots on which dwelling units are to be constructed, together with Common Areas and Amenities for the use, enjoyment, and benefit of the Owners.
- C. Declarant desires to establish a plan of Covenants, Conditions and Restrictions, and private assessments to provide for the preservation of the value, Common Area, and the Amenities of the Property. To accomplish these ends, Declarant is making this Declaration and has formed the Association to own maintain, repair and replace the Common Areas, and any Amenities located on the Property, and to enforce and administer the provisions hereof.
- D. Declarant states that the reserves, open spaces, associated amenities, as well as entry monuments and signage (individually and collectively "Amenities") have been developed to serve the Property and said Amenities are more fully described in Exhibit "B", attached hereto and incorporated herein. Those portions of the Property owned by the Association for the benefit of its members shall be identified as "Common Areas".

DECLARATIONS:

NOW, THEREFORE, Declarant hereby declares that all of the Property and any Additional Property added to this plan shall be held, sold, and conveyed subject to the following easements, enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, restrictions, covenants, conditions, and assessments, unless otherwise specifically limited herein, are easements appurtenant and shall run with the Property and any additions thereto, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and additions thereto, and shall inure to the benefit of each owner of a Lot ("Owner"). This Declaration shall be binding upon all parties having any right, title, or interest in the Property, and each part thereof, including, but not limited to, respective heirs, successors, and assigns. The Declaration shall inure to the

benefit and be enforceable by, the Declarant, each Owner, the respective heirs, successors and assigns of each Owner, and the Britonwood Homeowner's Association, inc. ("Association").

ARTICLE I GENERAL

- A. The Declarant is the owner of the Amenities and Common Area. The Declarant shall convey the Amenities and Common Area to the Association on or before the date upon which the Declarant owns fifteen percent (15%) or less of the Property. For purposes of determining percentage of ownership, the total number of lots in the Property, plus the Amenities and common Area, which shall include any non-buildable area, as more particularly described on each recorded Britonwood Subdivision record Plan, shall equal one hundred percent {100%} of the Property.
- B. The Declarant may, at its election, convey the Amenities and Common Area to the Association at any time prior to the mandatory Turnover Date.
- C. Until such time as the Declarant conveys the Amenities and Common Area to the Association ("Turnover Date") the Declarant shall be responsible for the operation and maintenance of the Amenities, and Common Area. The cost of operation and maintenance of the Amenities, and common Area shall also be the responsibility of the Declarant, except as otherwise set forth in this Declaration.
- D. The Declarant agrees that no later than Turnover Date it will form a non-profit corporation under the Statutes of State of Ohio for the purpose of owning, operating, and maintaining the Amenities, and common Area, enforcing this Declaration and levying and collecting assessments which shall be known as the Britonwood Homeowners Association, Inc. ("Association").

ARTICLE II. ASSOCIATION

- A. The name of the Association shall be the Britonwood Homeowners Association, Inc. It shall be formed as an Ohio non-profit corporation under Chapter 1702 of the Revised Code of Ohio, by the filing of the Articles of incorporation with the Offices of the Secretary of State of Ohio as above provided.
- B. The Association shall have the duty and authority for implementing, administering, and enforcing all the terms and provisions of this declaration. The primary duty of the Association shall be to own, operate, maintain, repair, and replace the Amenities and Common Areas, and enforce these Declarations.

- C. The organization and operation of the Association will be controlled by the Articles of incorporation and By-Laws relating to the association as amended from time to time.
- D. The Association will act as an Owner's Association for the Lots on the Property. Such Association shall act as the dwelling unit owners association should the land and improvements be submitted to the processes of Chapter 5311 of the Ohio Revised Code, (Ohio Condominium Law), or in the event the Lots are further subdivided pursuant to Chapter 711 of the Revised Code (Ohio Plat Law) to assist in the maintenance of the Amenities, or Common Areas.
- E. Each Owner, upon obtaining title to a lot shall automatically become a member of the Association. Membership is appurtenant to, and shall not be separated from, any ownership interest of a Lot. Such membership shall terminate upon the sale, or other disposition of such member's Lot ownership, at which time the new Owner will automatically become a member of the Association. When one (1) or more persons is an owner of a Lot, all such persons shall be members of the Association. In no event, shall vendee, purchaser, tenant, or other occupant not deemed to be a member of the Association, until the Lot is titled in their name(s). Each Owner shall be entitled to the number of votes in the affairs of the owned by more than one (1) person, each person shall have a fraction of a vote equal to his, her, or its undivided interest in that Lot. In no event, shall the vote of any lot be greater than one (1) vote.
- F. The association shall be governed by a Board of Directors ("Board") which shall be elected as provided for in the By-Laws for the Association, and such Directors shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, and the organizational documents of the Association.

ARTICLE III. MAINTENANCE

- A. The Association shall, among other things, be responsible for the maintenance, repair, replacement, regulations, and control of the Amenities, Common Areas.
- B. The Association shall maintain the Amenities in such a way as to allow the storm water to accumulate and discharge gradually so that the rate of runoff and discharge does not exceed the capacity of the discharge pipe, and also to ensure such discharge does not exceed the rate of pre-development runoff for the Property.
- C. The Association shall be responsible for the removal of any debris, silt, sediment, or other obstruction, so as to maintain the Amenities, and Common Areas in good order and in a clean and aesthetically reasonable state.

- D. The Association shall be responsible for the routine mowing, and maintenance of the landscaping for the Amenities and Common Areas.
- E. The Association shall be responsible for maintenance and upkeep of all improvements, including, but without limitation, signage and entry monuments located in the Common Areas, or water features located in the Amenities.

ARTICLE IV. ASSESSMENTS

- A. The Association shall have the full power and authority to levy general and special assessments against Lots and Owners as may be necessary to obtain funds for the Association to perform its duties after the Turnover Date. Prior to the Turnover Date, on the date of closing for a purchase of a Lot containing a single family residence, the respective Owner shall pay to the Declarant a general assessment of Three hundred and XX/100 Dollars (\$300.00) if the closing occurs anytime within the first six (6) months of a calendar year, and Two hundred and XX/100 Dollars (\$200.00) if the closing occurs anytime within the last six (6) months of months of a calendar year. Additionally, every Owner shall pay the Declarant, or the Association, as the case may be, an annual general assessment of Three hundred and XX/100 Dollars (\$300.00), as adjusted from time to time, on January 1st of each year thereafter. Any assessment not spent by the Declarant in operating and maintaining the Amenities and Common Area and enforcing the provisions hereof, prior to the Turnover date, shall be paid to the Association on the Turnover Date, and used by the Association for the operation and maintenance of the amenities, and Common Areas and enforcement of the provisions hereof.
- B. Notwithstanding the foregoing, or anything else contained herein, Declarant, including its successors and assigns, shall not be required to pay an assessment, either general, special, or individual as provided in Article IV of the Declaration to the Association, prior to, or after the Turnover Date. Any Lot owned by the Declarant, its successors and assigns, shall be subject to the provisions of this Article IV (B). any purchaser of a Lot from Declarant shall be subject to the provisions of this Article IV, regarding any assessment, either general, special, or individual levied by the Association. The Association shall not be limited in any way by the provisions of this paragraph and the Association's ability to levy such assessments or collect the same from a purchaser of any Lot.
- C. For the purpose of providing funds for maintenance obligations as specified in Article III hereof, the association shall, prior to January 1st of each year, commencing with the Turnover Date, determine an estimated budget for the following calendar year. The annual general assessment chargeable to each Lot shall be equal to the product obtained when the total estimated budget for the calendar year is divided by the number of lots in the Association, as of the first day of each calendar year. The assessment with regard to any particular Lot shall commence on the earlier of: (1) the date that such lot is occupied for residential purposes; or (2) the date that said

lot is conveyed from a builder of Declarant to a third party who intends to occupy or rent the same for residential purposes. Such assessments shall become due and payable upon transfer of title for the lot, and not, necessarily, upon Owner taking possession of the lot or any dwelling unit located thereon.

- D. As soon as shall be practicable, in each calendar year, but in no event later than February 15th, the association shall send a written statement to each Owner showing the amount and method of calculation of the annual general assessment assessed against each Lot. The annual general assessments may be billed, however in annual, semi-annual, quarterly, or monthly installments, as the Board shall determine, in its sole discretion. The failure or the delay of the Association to prepare or serve the written statement as provided for herein, shall not constitute a waiver or release in any manner, of any respective Owner's obligation to pay the maintenance costs, assessments, and necessary reserves, as provided for herein. In the absence of any annual estimate, or adjusted estimate, the most recent annual budget shall control, and all Owners shall continue to pay the annual general assessment at the existing rate established by the previous period, until the written statement as provided for in this Article IV (D) is produced. At which time, all owners shall pay the amount as indicated on the most recent written statement.

The Association upon majority vote of approval, shall have the right to levy a special assessment to cover any shortfall in the annual budget and to ensure the Reserve, as required in Article VI (J), is maintained at all times.

- E. If an Owner shall fail to pay any installment of such annual general assessment within fifteen (15) calendar days following the date the same becomes due, such amount shall be deemed delinquent, and will bear interest at the rate of fifteen percent (15%) per annum, until paid in full. For purposes hereof, all payments shall be applied in the following order: late fees, penalties, interest, and principal. The provisions of this paragraph shall also be applicable to any special assessments levied by the association against any Lot.
- F. If the Owner of any Lot shall fail to pay the annual general assessment or any installment thereof within thirty (30) calendar days following the date the same becomes due, the Association shall have the right to sue such Owner for a personal judgment, and in addition, shall have the right to place and enforce a lien hereinafter imposed. The amount due from such Owner shall include the unpaid assessment, or any installment thereof, as well as the cost of such proceedings, including, but not limited to reasonable attorney fees, filing fees, court costs, and any prejudgment and post-judgment interest as provided for herein, or in law or equity. Notwithstanding the foregoing, the association shall have any right and remedy, including the right of injunctive relief or foreclosure, as permitted in both law and equity. The provisions of this paragraph shall also be applicable to any special assessments or Special lot Assessment levied by the Association against any Lot.

- G. From and after Turnover Date, upon written demand by an Owner, and upon payment of a reasonable fee to be determined by the Board, the Association shall, within a reasonable period of time, but not more than twenty (20) calendar days after payment is received, furnish and issue to such Owner, a certificate that all annual general assessments, and any special or individual assessments, or installments thereof (including interest and costs, if any) have been paid with respect to any specified lot, as of the date of such certificate, or if all annual general assessments and any special assessments, Special Lot Assessments, and installments have not been paid, such notice setting forth the amount, including interest and costs, if any, due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate, which must be paid at the time the request for such certificate is made. Any certificate, when duly issued, shall be conclusive and binding with regard to any matter therein stated as between the Association and the Owner, a bona fide purchaser, or lender for the specific Lot identified in such certificate.
- H. The annual general assessment, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future annual general assessments, and any special assessments or Special Lot Assessments levied in all future years, and all installments thereof, shall be, and remain a first charge against, and a continuing first lien upon, the Lots, and said charges and liens shall be superior to any and all other charges, liens, or encumbrances which may hereinafter in any manner arise, or be imposed upon the Lots, whether arising from or imposed by judgment of decree, or by any agreement, contract, mortgages, or other instrument, save and excepting such liens for taxes or other public charges as are applicable by law, made superior thereto, and any mortgage liens which enjoy priority over the lien for assessments.
- I. In addition to taking a Lot subject to the charges, and liens imposed herein, each Owner, by the acceptance of a deed or other instrument of conveyance for a Lot, whether it shall be so expressed in such deed or other instrument of conveyance, and every other owner, regardless of how it acquired title to a Lot, shall be deemed to agree to, and be personally liable for, the payment of each annual general assessment, and any special or individual assessments levied by the Association against such lot in each year during any part of which such Owner holds title to such Lot.
- J. The annual assessment as defined herein shall be used exclusively to promote the recreation, health, and welfare of the Owners of the Property, and the enforcement of this Declaration. The assessments shall include, without limitation, the following enforcement of the Declaration. The assessments shall include, without limitation, the following expenses: (a) maintenance and repair of those items which have been assigned or designated to the Association, including, but not limited to, the maintenance, repair and replacement of the Amenities, and Common Areas;

- (b) insurance premiums for insurance policies obtained by the Association; (c) taxes and assessments, both general and special, which are levied on the Amenities, and Common Areas, if any, by governmental authorities; (d) costs for the operation, management and administration of the Association, including, without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, and costs of mailing and postage; (e) to maintain a general operating reserve ("Reserve") to assure the availability of funds for the purposes hereunder, with such Reserve being a minimum amount equal to twenty percent (20%) of the annual budget, as amended from time-to-time.
- K. Each Owner's share of the annual general assessment shall be equal to a fraction, the numerator which is the total number of Lots owned by such Owners, and the denominator of which is the total number of all Lots on the Property.
- L. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for, or on account of, any item of maintenance, repair, or other matter directly, or indirectly occasioned, or made necessary by, any wrongful or negligent act or omission of any Owner or any occupant of a Lot, regarding the obligations of a lot Owner hereunder, or the enforcement of the provisions of this Declaration, the costs and expenses of the Association shall be borne by such Owner(s) of the subject lot or Lots, and not by the Association. If the Association incurs any cost or expense in regard to such matters, the Association shall be paid or reimbursed by such Owner(s) as a "Special Lot Assessment". A Special lot Assessment shall be due upon receipt, by an Owner and is subject to the enforcement provisions of this Declaration for Special Assessments.
- M. In the event more than one Owner (multiple Lot Owners) is responsible for any cost or expenses as described in this Declaration, as determined by the Board or a court of competent jurisdiction, such cost or expense shall be borne equally by such Owners, unless otherwise determined. No Owner may exempt itself from liability for its contribution toward any assessment, either general or special, together with any penalties and costs of collection, by the abandonment or surrender of its Lot. All Owners of a Lot shall be jointly and severally liable for the obligations under this Declaration, incurred during their time of ownership of said lot, and which obligation shall be personal obligation until paid.
- N. In the event any owner fails to abide by this Declaration in regard to any provision dealing with maintenance, repair and replacement involving said Owner's Lot, including, but not limited to minimizing construction debris, utilizing approved building materials, etc., and such matter exists to an extent that in the opinion of the Board, the conditions require maintenance, repair or services for purposes of protecting the public safety or residents in, or visitors to the Property, or in order to prevent or avoid damage to, or destruction of any part, portion, or aspect of the value of the Property, the Association shall have the right, upon approval of the majority of the Board, to enter upon that Lot and maintain, repair, or service the same. The cost of such maintenance, repair, or service shall be added to, and become a Special lot Assessment,

chargeable to the Lot benefited by such action. Additionally, and as provided for elsewhere herein, the Board shall have the right, upon a majority vote of the Board, to issue a Special Lot Assessment so as to remedy any breach or default of a Lot Owner of covenants and restriction as contained in this Declaration.

1. For any assessment described herein, the Association may perfect the lien by recording a notice of lien with the Recorder of Union County Ohio, in any legally recordable form, including an affidavit as provided in Section 5301.252 of the Ohio revised Code. Non-payment of any assessment, or any installment of any assessment, shall be deemed, and is declared to be, a condition or event that creates an interest in real estate. Such lien shall expire five (5) years after the filing date of a notice of lien, unless preserved by the filing of a new notice of lien, or the commencement of foreclosure proceeding. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale, and deficiency judgment) and subject to the same proceedings as in the case of foreclosure of a real property mortgage. In any enforcement proceeding, the amount that may be recovered by the Association shall include all costs of the proceeding, and to extent permitted by law, reasonable attorney and paralegal fees, in addition to any accrued interest, penalties, etc. on the original lien amount. In any foreclosure sale, the Association may become the purchaser, but in no way is the Association required to purchase the subject Lot. Any purchaser of a Lot at a foreclosure sale shall automatically become a member of the Association, and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot, as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the assessments chargeable to the acquired lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the assessment becomes due and payable prior to the date of acquisition, and shall be deemed to be part of the assessments collectable from all of the lots, including that of the acquirer. In no way does the preceding sentence limit or otherwise waive the personal obligation of the lot Owner at the time the lien was placed against such Lot.

ARTICLE V. AMENDMENTS

- A. After the Turnover Date, the consent of at least seventy-five (75%) of all owners shall be required for any amendment of the covenants, conditions and restrictions which effect a change in the method of dividing the obligations for any assessment, the fundamental purpose of which the Amenities are to be used while owned by and/or the responsibility of the association, or any amendment to this Declaration other than as specified in Article IV (A) and Article IV (B).
- B. After the Turnover Date, and from time-to-time, this Declaration may be amended to include additional Lots from Additional Property. As used in this Declaration, the term "Additional

Property" Shall mean any real property adjoining the Property, which the Declarant owns, and/or has a right to acquire, and which together with improvements thereon, may be added to the Property. Such an amendment to this declaration will not affect the covenants, conditions, and any additional lots. Such an amended Declaration need no percentage vote of the owners, and may be simply signed by the Trustees of the Association, and filed for record with the Union county recorder.

- C. Prior to the Turnover date, the Declarant shall have the right and power to amend the Declaration as it so determines, in its sole and absolute discretion. Prior to the Turnover Date, an amendment to the Declaration will not require a vote of the Owners.
- D. For the purposes of amending this Declaration and determining the appropriate signatures for the same have been obtained, the Secretary of the Board shall determine whether the Owners who have approved of any amendment to this declaration constitute the Owners of the required percentage of Lots. Promptly after the approval of any amendment to this Declaration, the President of the Board shall cause to be recorded: (a) the written instrument of amendment, in properly executed form, signed by the President of the Association, or, if prior to the turnover date, the Declarant shall fill the roles of Board members described herein: and (b) the certificate of the Secretary of the association, that the Owners of at least seventy-five (75%) of all lots have approved such amendment. Notwithstanding the foregoing, the declaration may be amended at any time, without the vote of Owners by written instrument executed by the Declarant, prior to the turnover date, or the President of the Board, for any of the following purposes: eliminating or correcting any typographical or other inadvertent errors: eliminating or resolving any ambiguity; making nominal changes, making any changes necessary to meet the requirements of any institutional lender, the Veteran's Administration, the federal Housing Administration, Federal National Mortgage Association, the mortgage Corporation, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely affect any Owner's interest in their lot, the Association, or the Common Area, without such Owner's written consent. Each owner and its mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering a Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the proceeding sentence. All such Owners and their respective mortgagees, upon request of Declarant, shall execute and deliver, from time to time, all such instruments and perform all such acts as may be deemed, by the Declarant, to be necessary or to effectuate the provisions of this paragraph.

ARTICLE VI. EASEMENTS

- A. The association shall have a right of access and an easement to, over, and through each lot during reasonable hours, and upon giving a reasonable notice for ingress and egress and all

other purposes which enable the Association to perform its obligations, rights, and duties, with regard to maintenance, repair, restoration, or surfacing of any items, lots, things, areas of, or on the Property, including, but not limited to, the amenities, Common Areas, monuments and signage, and for the removal, correction, or abatement of any violation or breach and any attempted violation or breach of the covenants and restrictions contained herein, or other restriction contained on the record plan, or to which the Property is subject.

- B. Each Lot shall be subject to easements for access arising from necessity of maintenance or operation of the Property pursuant to the provisions of this Declaration. The Owner of each lot shall have a permanent right and easement to and through the Common Areas for the use of water, storm and sanitary sewer, power, television, and other utilities now or in the future existing within the common property. The Association may grant easements through the common areas for utility purposes for the benefit of the Property including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wires and equipment, and electrical conduit and wires over, under, along, and on any portion of the Common Areas. Declarant hereby reserves easements across the Common Areas for the construction, installation, and maintenance of utilities, drainage facilities, storm and sanitary sewer, gas lines, and to cut and grade slopes in and along parcel boundaries at streets built within the Property.
- C. The owner of any Lot hereby grants, conveys, and assigns to the Association, an easement and right-of-way over its lot for the purposes of operating, maintaining, repairing, and replacing the Amenities, Common Areas, and storm water detention basin, and any fountains, filters, or conduits associated therewith, as identified on the "detention basin non-buildable area" identified on the Record Plan, any entranceway features, signage, fencing, landscaping, and lawn care which are the responsibility of the Declarant and/or the Association.
- D. Declarant and each Owner hereby grants non-exclusive easement to all law enforcement officers, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all other similar persons and to local governmental authorities, but not to the public in general, to enter upon its lot, the amenities, and common Areas in performance of their duties.
- E. Each Owner hereby grants in the transfer of title to an owner shall be deemed to grant Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge, and record for and in the name of such Owner, and its mortgagee or mortgagees, such instruments as may be necessary to effectuate any easement granted or reserved by the Declarant and/or the Association in this Article VI.
- F. All easements and rights described are easements appurtenant running with the land, perpetually and shall be in full force and effect, and at all times shall inure to the benefit of, and be binding upon the Declarant, and any owner, purchaser, vendee, mortgagee, and any other

person having an interest in the Property or any part or portion thereof. The failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance, or in any mortgage, or other evidence of obligation, shall not defeat or fail to reserve said easement, but the same shall be deemed conveyed or encumbered along with the Lot.

- G. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the Common Areas in order to install, maintain, repair, replace, and use pipes, wires, antennas, cables, conduits, and other lines and facilities for the purposes of providing water, sanitary and storm sewer, electrical, gas, telephone, television and other utilities or quasi-utility services to all or part of the Property and any additional property to be added to the provisions of this Declaration at a future date; to enter upon the Common Areas to the extent necessary in order to construct residential units, and/or other improvements on the above described additional property; and to use all streets and drives within the Common Areas for purposes of ingress and egress to such additional property. Developer shall have the right to grant any party having an interest in the additional property the right to use, maintain, repair, and replace any of the items above listed which now, or in the future, serve the additional property, or are located in or on the Common Areas, without the consent of any party having an interest in the Common areas whether the benefited portions of the additional property are ever annexed to this declaration. However, any utilization of the foregoing rights and easements shall not unreasonably interfere with the use and enjoyment of the Common area and Amenities; and if any damage, destruction, or disturbance occurs to the common Areas as a result of this utilization, the Common Area shall be restored promptly to the condition that existed immediately prior to the utilization at the sole cost and expense to the person or person making the utilization.
- H. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the structures or improvements located on the Property, or by reason of the partial or total destruction and rebuilding of such structures and improvements, any part of the Common area encroaches upon any part of a Lot, or any part of any structure or improvements on a Lot, encroaches upon any construction of utility systems, any main, pipes, ducts, or conduits serving one lot encroach upon any part of any other Lot, valid easements for the maintenance of such encroachments are hereby established. These easements shall exist for the benefit of the affected Lot(s) and the Common areas, as the case may be, so long as the encroachment exists. However, in no event shall a valid easement for any encroachment be created in favor of any Owner, if the encroachment occurred due to the willful conduct of that Owner.

ARTICLE VII. LIABILITY AND OTHER INSURANCE

- A. The association, as a common expense, shall insure itself, the Board, all owners and members of their respective families and other persons residing with them in the Property,

their tenants, and all persons lawfully in the possession or control of any dwelling unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Amenities. Common area such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any on person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any on occurrence, and to the limit of not less than one hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any on accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual lots or dwelling units located thereon.

- B. As a common expense, the Association shall obtain such other insurance as the Board considers necessary, which may include without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter ($\frac{1}{4}$) of the annual general assessments, together with the Reserve funds, if any.
- C. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least fifteen (15) calendar days prior to such cancellation or substantial change.
- D. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board or its designated agent.
- E. The cost of any insurance policies obtained by the Association shall be included on the annual budget and incorporated into the amount of the annual general assessment.

ARTICLE VIII.

ARCHITECTURAL REVIEW COMMITTEE AND REVIEW OF PLANS AND SPECIFICATIONS

- A. In order to establish and assure the continued existence of the Property, pursuant to the uniform plan for the development of the Property by the Declarant, this Declaration shall set forth design standards ("Design Standards"), which may be amended by the Board after the Turnover Date, for the Property and for all structures and improvements located thereon, in furtherance of the following purposes: (1) the compliance with all zoning and similar governmental regulations; (2) the continued existence on the property of a community consisting of well planned residential, open space, structures and improvements, common Areas and Amenities; (3) the promotion of the health, safety, and

welfare of all owners and occupants of any Dwelling Unit on a Lot; (4) the preservation, beautification, and maintenance of the Property and all structures and improvements thereon as a community of high quality; (5) a creation and preservation of adequate open space for the use and employment of all Owners and occupants of any Lot; (6) the perseverance and promotion of environmental qualities; and (7) the assurance of adequate water, sewage and drainage facilities and other utilizes and services for the Property.

- B. The Design Standards shall establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design Standards may include, but are not limited to provisions as to the following subject matters; (1) specification of materials, design, architectural style, color schemes, and other details affecting the exterior appearance of the Design Standards, structures, and improvements on any lot; (2) the reservation of utility, visual, and other easements; (3) the installation, location, and maintenance of utility lines and related facilities including water, gas, electricity, sanitary and storm sewage, telephone, cable television, and other communication systems; (4) the control of slopes to prevent erosion or grading problems; (5) the planting of trees and other natural resources; (6) the size, minimum cost, and location of Dwelling units and other structures and improvements on the Lots; (7) the size and location of driveways, walkways and parking facilities; (8) the size, location and materials for fences; and (9) the character, location, and direction of exterior lighting and street hardware.
- C. There shall be an Architectural Review Committee composed of three (3) members who shall be appointed initially by the Declarant, and thereafter by the Board ("Architectural Review Committee" or "ARC"). 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 Architectural Review Committee, the Board shall constitute the Architectural review Committee until such time as the appropriate appointments are made. Each member of the Architectural review Committee shall serve at the pleasure of the Board. Any action taken by a majority of the members of the Architectural Review Committee, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the Architectural Review Committee and shall be binding on the Association and any Owner or occupant of the Lot in question. The Architectural Review Committee shall act in connection with granting any approvals contemplated in this Declaration, and/or reviewing plans or specifications as set forth herein.
- D. No dwelling Unit, structure, or improvement on any lot as more specifically set forth in this Declaration shall be constructed, remodeled, repaired, reconstructed and/or restored in any way that materially changes the exterior appearance, unless plans and specifications shall have previously been submitted to, and approved by the Architectural Review Committee. Those plans and specifications shall be in such form and shall contain such information as

the Architectural Review Committee may reasonably require. Any Owner, or its representative, prior to formal submission of plans and specifications for any Dwelling unit, structure, or improvements proposed for any lot may submit for tentative approval by the Architectural Review Committee, or the Architectural Review Committee may require such submission of schematic or preliminary plans and specifications. The Architectural review Committee shall either: (i) approve the plans and specifications; (ii) disapprove them; or (iii) approve them with conditions or qualifications. The provisions of this article XIII, Section D. do not apply to any of the initial construction of Dwelling Units, structures or improvements by Declarant.

- E. The Architectural Review Committee 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 Architectural Review Committee. After the receipt of final approval by the Applicant, the Architectural Review Committee shall not revoke its approval. Approval by the Architectural Review Committee of plans and specifications with respect to any lot shall not impair the Architectural Review Committee's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.
- F. If the plans and specifications, whether schematic, preliminary or detailed, submitted to the Architectural Review Committee with respect to any Lot do not comply with the Design Standards, or the requirements of the Declaration as to the information required to be included in the plans and specifications, then in such event the Architectural Review Committee shall either disapprove the plans and specifications, or approve them subject to such conditions and qualifications as the Architectural review Committee may deem necessary to achieve such compliance.
- G. In the event the Architectural Review Committee fails to act upon any plans and specifications submitted to it within thirty (30) calendar days after the date of such submission, those plans and specifications shall be deemed to be approved as submitted, and no further action by the Architectural Review Committee shall be required. If construction, remodeling, alteration, repair, reconstruction, and/or restoration of a Dwelling Unit, structure, or improvement of any Lot is not commenced on such lot on or before eight (8) months from the date of approval of the plans and specifications, and completed within a reasonable time after construction commenced, then any approval shall be automatically canceled, and a new submission to the Architectural Review Committee shall be required, subject to review, approval, or disapproval as provide for herein.

- H. 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 herein, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the Architectural Review Committee. 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 Architectural Review Committee, 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.
- I. The Architectural Review Committee may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the Architectural Review Committee, who shall then provide such funds directly to the Board.
- J. In the event the Architectural Review Committee disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the Architectural review Committee renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the Architectural Review Committee's decision to disapprove the appealing parties' plans and specifications if the Board determines the Architectural Review Committee'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.

ARTICLE IX MISCELLANEOUS

- A. Every person or entity who now, or hereafter owns or acquires any right, title, or interest in any portion of the Property or Lots, and the occupant of an Lot, whether the tenant, vendee, invitee, or guest of the Owner is, and shall be conclusively deemed to have consented in agreeing to every covenant, condition and restriction contained herein, whether a reference to those is contained in the instrument by which this person or entity acquired an interest in said Lot.

- B. There shall be no obstruction or interference with the Amenities which is an unreasonable annoyance or nuisance to the Owner(s) or occupant(s) of any Lot.
- C. There shall be no obnoxious or offensive activity conducted upon or within the Amenities or Common Areas which is an unreasonable annoyance or nuisance to the Owner(s) or occupant(s) of any Lot.
- D. If any provision of these covenants, conditions or restrictions are held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions.
- E. The obligations of the Association, in regard to the Amenities, shall, at all times remain the perpetual obligation of the Association and the Owners. Jerome Township, Union County, Ohio shall have no obligation in regard to the maintenance, repair, or replacement of any Amenities, including, without limitation, the entrance feature and facilities associated therewith. Jerome Township and Union County shall have the right to have access to, and enter upon, the Property, in regard to the storm water detention basin for the purposes of inspecting the same, or causing repairs or maintenance to the same, and in such event, each Owner or the Association, whichever is applicable at such time, shall pay to the County and Township the cost incurred by the County and Township in regards to such repairs and maintenance upon receipt of a statement of such costs from County and Township. The County and Township shall, at its own election, have the right to place a special assessment upon all Lots to cover the costs incurred for the maintenance, repair, and replacement of the entrance feature and Amenities. The Association and Owners, at all times, shall remain perpetually liable for the maintenance, repair and replacement of the Amenities. The provisions of this Article VIII, Section E shall not be subject to amendment as provided for in Article V.
- F. The Property shall be subject to certain Design Standards and additional covenants, conditions and restrictions as more particularly described in Exhibit "C" attached hereto and incorporated herein and on the Record Plan. Any discrepancy between the language contained in the main body of this Declaration including Article I and Article VII hereof and Exhibit "C" on the Record Plan shall be controlled by the language in said Articles, and in the main body of this Declaration.
- G. The Association shall keep correct and complete books and records of accounts, specifying the receipts and expenditures relating to common expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses, among and from the various Owners, and shall provide and maintain minutes of the proceedings of the Board. Such books and records shall be open for inspection by any Owner, or any representative of any Owner duly authorized in writing at reasonable times and upon written request by such Owner. The Association may charge a reasonable administrative fee for processing such request and for copying and documents or records.

- H. The violation of any provision of this Declaration or the organizational documents of the Association by an Owner, or occupant of the Lot, including an Owner's tenant, vendee, invitee or guest, shall give the Board the right, but not the obligation, in addition to the rights hereinafter set forth in this paragraph to: (a) enter upon a Lot as to which such violation or breach exists, and to summarily abate and remove, at the sole expense of the defaulting Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions of this Declaration and the organizational documents. In such event, the Board, or its agents, shall not be deemed guilty, in any manner, of trespass; and (b) the Board shall be entitled to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The Association may take extraordinary measures such as seeking a temporary restraining order, or injunctive relief, so as to enjoin abate, or remedy, such breach. Any Lot Owner who violates, breaches, or defaults in regard to the provisions of this Declaration and the organizational documents, and for which the Board takes action pursuant to this paragraph, such Lot Owner shall be responsible for the cost and expense incurred by the Association in regard to the enforcement of the provisions of this Declaration and the organizational documents which shall include, but not be limited to, reasonable attorney fees, court costs, and consultant fees. The foregoing may be treated as a Special Lot Assessment, however, such relief and damages may be awarded by a court of competent jurisdiction, or binding arbitration, pursuant to the provisions of this Declaration.
- I. In addition to any other remedies provided in this Declaration, the Declarant, the Association, or any member of the Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, assessments and charges set forth herein, or now or hereafter imposed by or through rules and regulations approved by the Association and plat restriction. Failure by Declarant, the Association, or any member of the Association to proceed with such enforcement, shall in no event be deemed a waiver of the rights to enforce at a later date, the original violation or any subsequent violation, nor shall the doctrine of laches or any other statute of limitations bar the enforcement of any such restrictions, conditions, covenant, easement, reservation, lien, assessment or charge.
- J. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, nor shall it be construed as creating, a condition subsequent or a possibility of reverter.
- K. Any notice required or permitted to be given to an Owner or occupant by the Board, or the ARC, pursuant to the conditions of this Declaration shall be deemed when mailed by United States mail, postage prepaid, addressed to that person's last address as it appears on the records of the Association.
- L. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not effect the validity of any other provision hereof. In such event, the remaining provisions of the Declaration shall be deemed in full force and effect excluding any invalid provision. Additionally, throughout this Declaration where the context

so requires, the masculine gender shall be deemed to include the feminine and neutral, and the singular shall include the plural, and vice versa.

- M. The Owner of any Lot shall be responsible for the actions of any occupant, tenant, vendee, invitee, or guest of that Lot in regard to such person's violation of the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf,
the _____ day of _____ 201__

ELTI, LLC

BY: _____

Stephen C. Lenker, Manager

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Stephen C. Lenker, Manager of ELTI, LLC, an Ohio Limited Liability company on behalf of the corporation.

NOTARY PUBLIC

EXHIBIT C

BRITONWOOD - DESIGN STANDARDS AND ADDITIONAL RESTRICTIONS AND COVENANTS

1.0 APPROVAL OF PLANS

1.1 No building, Dwelling Unit, swimming pool, tennis court, fence, wall patio, deck other structure or improvements shall be built, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location by the Architectural Review Committee ("ARC").

1.2 All Builders must submit final architectural plans and a to-scale plan showing the location of the Dwelling Unit, driveway and prospective drainage for the subject Lot in relation to the street and the surrounding Lots. All drainage shown shall be directed to common swales, detention basins or storm systems. In no event shall any drainage be directed or diverted to adjacent properties.

2.0 DWELLING UNIT REQUIREMENTS

2.1 The living area of a Dwelling Unit constructed on any Lot shall not be less than 1900 square feet for finished living area for a one-story house and not less than 2600 square feet of finished living area for a two-story house. For purposes of computing such minimum square footage, the square footage of the basement (finished or not), garage, attic, porches and decks shall not be considered. All garages shall be attached to the Dwelling Unit and have space for a minimum of two (2) cars and not more than four (4) cars, without prior approval from the Declarant of the ARC. Side entry ingress and egress is required, unless otherwise approved by ARC. No detached garages are permitted. Garages must be constructed with the same materials and finished in the same manner as the Dwelling Unit

2.2 All Dwelling Units on a Lot shall have a minimum front yard setback of thirty feet (30') from the existing right-of-way and not closer than ten feet (7 1/2") from any side property line. The rear yard setback shall be a minimum of twenty feet (20') from the rear property line.

3.0 FOUNDATION

3.1 The foundation walls of each Dwelling Unit shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.

All basement walls will be a minimum of nine feet (9') in height

4.0 WALKWAYS

4.1 All walkways located on a Lot shall be constructed of concrete or brick and be a minimum of three feet (3') wide.

5.0 DRIVEWAYS

5.1 All driveways shall be constructed of concrete, colored, stamped brick or pavers. The ARC shall review all colored driveways for blended effect prior to installation. All driveways shall be at least sixteen feet (16') wide unless a variance is specifically granted from the ARC.

6.0 SIDING

6.1 Siding shall be natural wood, brick, stone, stucco or a combination thereof. No processed wood material, pressed or particleboard materials shall be incorporated into the Dwelling Unit structure (except as roof sheathing, sub-siding or sub-flooring). Only non-processed wood materials shall be used on the exterior of any Dwelling Unit. No composite wood material (i.e., Innerseal) shall be used on the exterior of any Dwelling Unit. If cedar is used only pre-primed cedar shall be permitted. In no event shall 4 x 8 sheathing of any kind be used on the exterior. No log cabins are permitted. Fiber cement board, such as "Hardi Plank" is permitted.

6.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the construction of a Dwelling Unit. Only ridge vents that have cap shingles over them, such as "Evenflo" (or similar product) shall be permitted.

7.0 ROOFS

7.1 All roofing material must be medium dark to dark color or grays and browns. No white permitted. Minimum of 25-year dimensional shingles, wood shakes, slate or tile are permitted. Standing seam metal may be used if approved by the ARC prior to installation. All roof pitches shall be a minimum of 7/12.

7.2 Only low profile skylights are allowed and they cannot be visible from the street. The location and type of skylight shall be approved by the ARC.

The provisions of 7.0 shall not apply to any Dwelling Units located on the Property and constructed prior to the Recording of this Declaration.

8.0 GUTTERS AND DOWNSPOUTS

8.1 Aluminum or copper gutters are permitted

9.0 FIREPLACE CHIMNEYS

9.1 All chimneys shall be either brick, stone or stucco or any combination thereof. Chimney caps and any rain or animal guards must be approved by the ARC prior to installation.

10.0 WINDOWS

10.1 Exterior windows shall be aluminum / wood clad, or wood entirely.

11.0 EXTERIOR DOORS

11.1 All exterior doors shall be made of natural wood, metal or painted fiberglass.

12.0 GARAGE DOORS

12.1 All garage doors shall be natural wood or metal.

13.0 LANDSCAPING

13.1 The landscape allowance for each Lot shall be a minimum of Three Thousand Dollars (\$3,000.00).

13.2 No trees shall be cut; removed or intentionally destroyed, except for those that are dead, diseased or which are in the building area during time of construction. All efforts shall be made to preserve existing trees on all Lots.

13.3 Satellite dishes are allowed only in the rear of the Lot. All satellite dishes must be out of view from public or adjoining properties and sufficiently screened. Any exceptions must be submitted to the ARC prior to installation. No satellite dish over one (1) meter in diameter is permitted.

13.4 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and screened from public view. They should be made of wood or other natural material and must be painted or stained in earth-tone colors.

13.5 All the mailboxes in the subdivision shall conform to the details and specifications as established by the Declarant.

14.0 EXTERIOR LIGHTING

14.1 Every Dwelling Unit shall have low voltage exterior lighting plan which shall conform to the details and specifications as established by the Declarant.

15.0 SWIMMING POOLS

15.1 In-ground swimming pools are permitted in the rear yard only. No above ground pools are permitted. All swimming pools must be approved by the ARC prior to installation or commencement of construction. All swimming pools shall be surrounded by a fence, as required by applicable laws.

16.0 FENCING

16.1 No fencing may be constructed in front of any Dwelling Unit, except of a decorative nature provided that same is a split rail or picket type fence. Any such fencing and its location must be approved by the ARC prior to installation. No chain link or vinyl fencing may be used on any Lot in the subdivision in any location. Rear and side yard fencing are permitted, but shall be located at the rear of any Dwelling Unit, except as otherwise stated herein.

16.2 Fencing located on corner lots must be installed at a minimum of thirty feet (30') from any front or side yard property line.

17.0 ACCESSORY STRUCTURES

17.1 No other structures or building shall be erected, placed, or suffered to remain upon any Lot except temporary structures erected by the Developer or Builder in connection with the improvements of the Lot. For the purposes of this paragraph, a cabana or bathhouse built for use with a swimming pool, pergolas, trellises, gazebos, children's play equipment and play houses, which

conforms in exterior appearance to the elevation of a Dwelling Unit on the Lot in question shall be considered a permitted structure, accessory structure or out building. No doghouses or storage sheds are allowed. No owners or occupant of a Lot shall place any structure (temporary or permanent) within the Common Areas, or Amenities without the prior written consent of the Board.

18.0 GENERAL

18.1 Declarant reserves the sole and exclusive right to establish grades and slopes and to fix the grade at which any building shall hereafter be erected or placed thereon, so that the same may conform to the general subdivision plan. This cost is to be done at the expense of the Owner or Builder.

18.2 Upon the completion of construction, no tractor, other than lawn or Agricultural equipment or other construction equipment of a similar nature shall remain upon any Lot and open to view. Such equipment and tractors may be kept in enclosed structures for a period exceeding seven (7) days in any twelve (12) month period. Each owner or builder contracted to erect a dwelling upon such Lot, shall remove daily all trash (including cardboard material and the like) from the Lot so that each lot is free of debris and clutter. Each Owner or builder shall be responsible for keeping the streets free of mud and debris during construction on the Lot. The Declarant and Board reserve the right to bill the Owner or builder for the clearing of mud debris from street or other Lots in the subdivision as a result of such Owner or Builder violating the provisions hereof. Straw bale filters or plastic fencing for erosion control shall be used on all low end sides of Lots during entire construction process; unless other, more restrictive requirements exist in the local jurisdiction, in which event the requirements of the local jurisdiction shall control.

18.3 No concrete block structure shall be erected, placed or suffered to remain on any Lot and no structure of any kind shall be erected, placed or suffered to remain on any Lot without approval of the location plan and specifications therefore having first been obtained in writing from the ARC.

18.4 No structure of a temporary character, trailer, modular, basement, shack, garage, barn or other outbuildings shall be used as a residence either temporarily or permanently.

18.5 The parking and/or storage of machinery and/or equipment, trucks, school buses, boats, campers, trailers, commercial vehicles and other vehicles or machinery of like nature shall not be permitted outdoors on any Lot. No Lot shall be used or maintained for storage of disabled or junk motor vehicle and in no event shall any such motor vehicle in an inoperable condition be permitted to remain upon such Lots for a period of more than ten (10) days in any twelve (12) month period. The Board shall have the right to tow away vehicles in violation of this provision, after providing twenty-four (24) hour prior notice to the Owner or occupant of the Lot, or by placing such notice on the vehicle itself. The cost of towing shall be the responsibility of the owner of the towed vehicle.

18.6 No Lot shall be used or maintained as a dumping ground for refuse or garbage or the like. At all times, garbage or other waste shall be kept in sanitary containers. All Lots shall be routinely mowed and shall be free and clear of all debris, including any period of construction upon any Lot.

18.7 No advertising signs, billboards or other advertising devices, except as such as pertain to the sale or rental of the Dwelling Unit shall be erected, placed or suffered to remain on any Lot.

18.8 No Lot shall be further subdivided into smaller sites, lots or parcels for the purpose of providing or erecting additional building locations sites except as are specifically approved by the ARC, and any applicable governmental authority. Upon sale by the Declarant, all interest in any of the Lots

that this right of approval shall terminate and no further subdivision shall be made.

18.9 No animals, livestock or poultry shall be maintained on any Lot except that dogs, cats and other household pets may be maintained if not raised, bred or maintained for commercial purposes. No kenneling of any animal shall be permitted on any Lot. All Owners shall comply with the leash laws of the State of Ohio, or of any political subdivision thereof in which such Lot is situated. Owners of pets shall clean up all animal waste from their pet.

18.10 No noxious or offensive trade, business or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the public or an Lot Owner.

18.11 No Owner shall lease any Lot, or any structure or improvement thereon, unless the lease is in writing, is for a period of at least thirty (30) consecutive days, is of the entire residence on the Lot, and expressly provide that the terms of the lease are subject, in all respects, to the provisions of this Declaration, the Code of Regulations, and the Rules and Regulations imposed by the Board.

18.12 No Owner, or occupant of any Lot, nor any employee, agent, or representative of an Owner or occupant of a Lot, shall discriminate upon the basis of race, color, religion, sex, handicap, familial status, or national origin in the sale, lease, or rental of any Lot, or in the use of the Common Areas and Amenities.

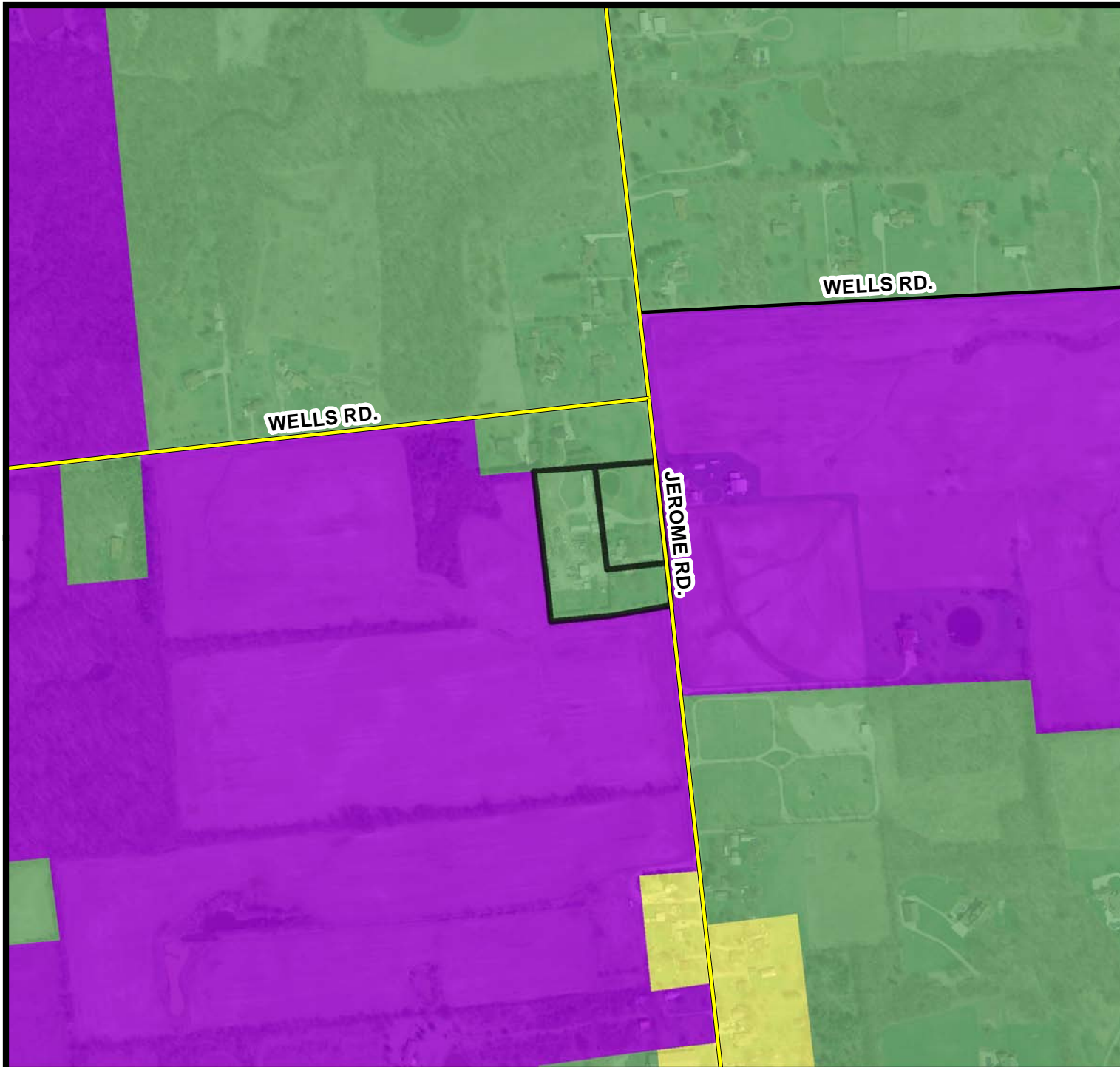


Existing Zoning

 Subject Properties

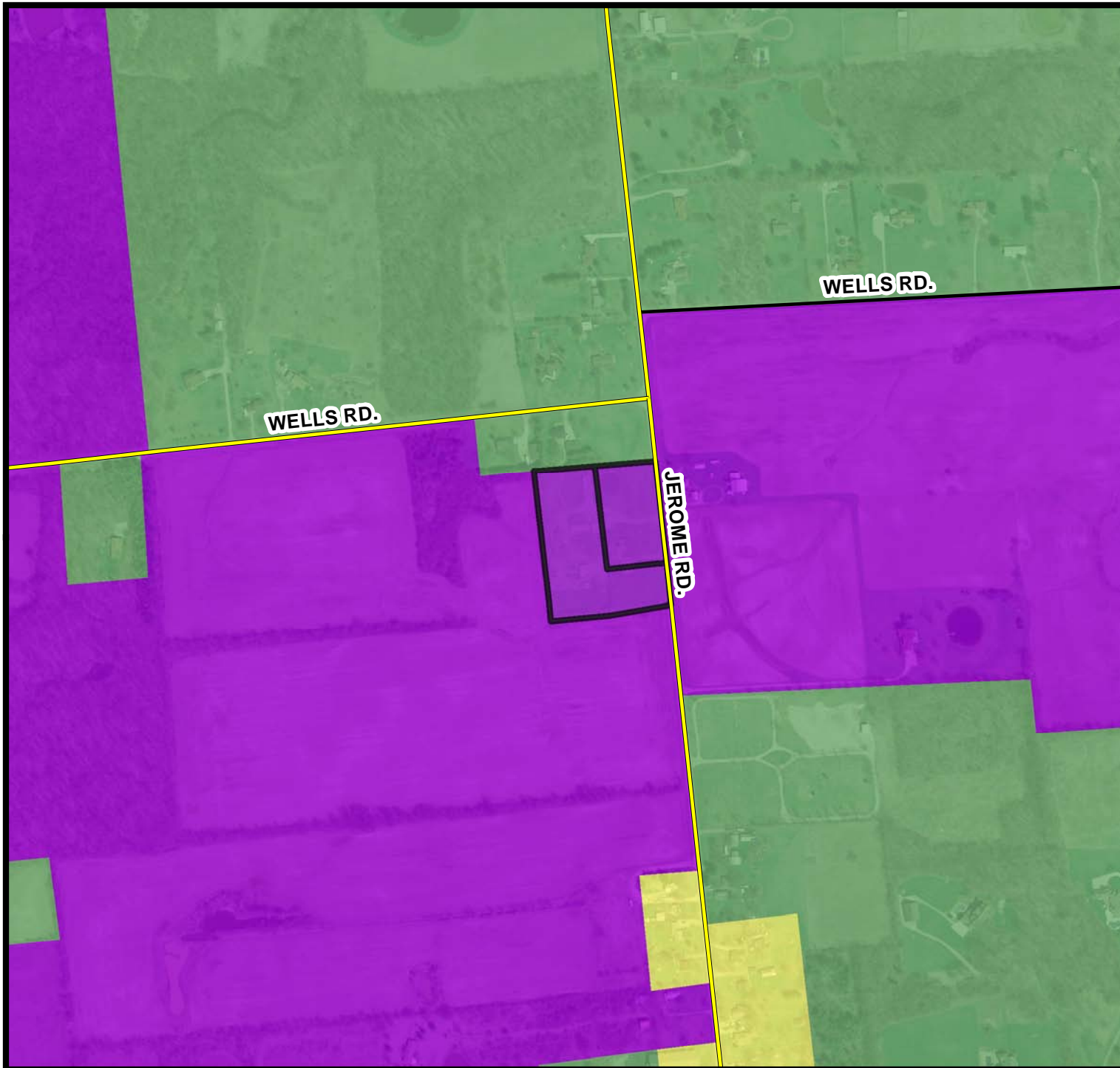
Jerome Zoning

-  U-1
-  R-1
-  R-2
-  B-1
-  B-11
-  B-12
-  B-13
-  B-14
-  B-15
-  M-1
-  M-2
-  PUD
-  SR-1
-  SR-2
-  Plain City





Proposed Zoning



 Subject Properties

Jerome Zoning

-  U-1
-  R-1
-  R-2
-  B-1
-  B-11
-  B-12
-  B-13
-  B-14
-  B-15
-  M-1
-  M-2
-  PUD
-  SR-1
-  SR-2
-  Plain City



Zoning & Subdivision Committee
Thursday, October 9, 2014

The Zoning and Subdivision Committee met in regular session on Thursday, October 9, 2014, at 11:35 a.m. at the LUC East Liberty Office. Zoning & Subdivision Committee Members were in attendance as follows: Pam Babjack, Brad Bodenmiller, Scott Coleman, Wes Dodds, Charles Hall, Heather Martin, Steve McCall, Bill Narducci for Jeff Stauch, Skyler Wood and Andy Yoder. Absent Members were Greg DeLong and Paul Hammersmith.

Guests included: Wade Dunham, Evergreen Land Company; Terry Andrews, Evergreen Land Company; Stephen Lenko, ELTI, LLC; and Pat Altvater, EDB International.

Charles Hall and Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Minutes of the August 14, 2014, meeting were approved as written with Bill Narducci moving the motion to approve as written and Wes Dodds seconding. All in favor.

1. Review of New California Hills XI & XII Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Andy – Is there a thought to putting a hydrant at lot 327? Are there provisions to tie the dead end hydrant into a loop somewhere?
 - Wade – Jeremy instructed us to do that dead end hydrant. The original plans did not include that, it was a request of Jeremy.
 - Andy – **So that's truly going to be a dead end?**
 - Bill – **Yes that's my understanding. Typically they like to loop it when they're larger lines but since they're short cul-de-sacs they may not be doing that.**
 - Bill Narducci moved the motion to recommend approval of the New California Hills XI & XII Final Plat with staff and reviewing agency comments and Andy Yoder seconded. All in favor.
2. Review of Parcel Amendment, Jerome Township (Union County) – Rezoning of Parcel #1700120510010 and 1700120540000 located at 10917 and 10927 Jerome Road, Plain City from U-1 (Rural District) to PUD (Planned Unit Development) – Staff Report by Brad Bodenmiller
 - Stephen Lenko – I spoke with Brad briefly about the issues on the Staff Report. We did meet with Jerome Township and in that meeting we took **a couple of different plans and they're recommendation was to increase the open space.** We did have a 30 foot walking path around the



subdivision. They recommended that we eliminate the walking path and remove the lots along Jerome Road.

- Pat Altvater - **There's a large park across the road and gives added park area.**
- Stephen – Our intention was to incorporate this into Jerome Village, we are planning to meet with them to do that. They are talking about giving us some open space to help us fall in line. **The people that we're buying the property from, they own this and a parcel to the north and we've also discussed incorporating some of their lower area to keep about a ½ acre there for the conservation. We've received their permission to speak about that at this meeting. Economically to have less than eight lots is not feasible to do the development. We've looked at this every way possible, we're not opposed to any of the conditions and recommendations we're just trying to figure what's economical to do.**
 - Steve – **What's the proximity of the park?**
 - Stephen – **It's directly to our east.**
 - Bill – **It's in Glacier Park Neighborhood; Wells Road is on the side of Jerome Road.**
- Pat – When we were doing the plans we looked at what 40% of open space would be like and **that would include the walking path. We didn't like it and Jerome Township didn't like it.**
- Bill – Was there any discussion about tying into **Jerome Village's master bike plan?**
 - Stephen – We have talked about doing that and including the addition of **this property to the entire Jerome Village Homeowner's Association.** Jerome Village does have some extra area that we may **be able to use as an offset for our development. We're sensitive to the issue and want to incorporate as much as possible and get deeded easements for open space.**
- Brad – I like the conversations that **we've had, it's just not happened yet.**
- Pat – After talking with Bart, we may just use the community plan that Jerome Village has in place. The landscaping is no issues; street trees out of the right-away will be shown in the next submittal and we certainly want to agree with the bike plan in Jerome Village. The only other issue is **the open space, we've looked at that in detail and we've tried to do the 40% and didn't like that as well. Jerome Township also didn't like that. We've tried to conform to their requests as well.**
- Andy – Is there a map that shows the contiguous zoning?
 - Brad – We do have one that we can pull up.
- Charles – **What's happening to the property north?**
 - Pat – **That's who we're buying the property from, I don't believe they have any plans at this time for the property they are on.**



- Pat – **That's the lot that** Stephen **mentioned they're willing to talk to us** about giving us space for reserve.
- Bill – Would it be through a purchase or an easement?
 - Stephen – Through a deeded easement
 - Dave – That would add to the 20% you have now?
 - Stephen – Yes.
- Brad – A lot of **what you're saying** sounds like it can be worked out with the **Township but it's not there yet**.
- Charles – The largest issue is the reserve correct?
 - Brad – Yes and the landscaping.
 - Steve – **You're talking about the open space of neighboring parcels and that's not counted in; there's an intention but we don't see that** in the plan.
 - Stephen – I think we can conform **because it's a transitional piece** that Brad would rather see a little bit more there and how do we get there.
 - Pat – **It's our understanding that we are not in the conservation** district.
 - Brad – **You're in the Residential Conservation District. You're across the road from a Medium Density Residential District.**
- Steve – I would like to see an additional easement neighboring to be involved with this application. **I understand that's what you're trying to do but that's not shown in the plans before us.**
- Charles – **I agree, I'd like to see more detail before we just agree with it.**
- Charles Hall moved the motion to recommend denial of the Rezoning of Parcel #1700120510010 and 1700120540000 located at 10917 and 10927 Jerome Road, Plain City from U-1 (Rural District) to PUD (Planned Unit Development) with Staff and Zoning and Subdivision Comments with the additional item of more detail being given to the Committee and Steve McCall seconded.

The Zoning and Subdivision Committee adjourned at 12:06 pm with Steve McCall making the first motion to adjourn, and Wes Dodds making the second motion to adjourn. All in favor.