



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning & Subdivision Committee

Thursday, June 13, 2019

12:45 pm

- Minutes from last meeting of April 11, 2019
- 1. Review of Jerome Township Parcel Amendment from RU/LR to PD – (Union County) – Staff Report by Aaron Smith

Members:

Tyler Bumbalough – City of Urbana Engineer
Scott Coleman – Logan County Engineer
Weston R. Dodds – City of Bellefontaine Code Enforcement
Ron Todd – City of Marysville
Charles Hall – Union County Commissioner
Steve McCall – Champaign County Engineer
Bill Narducci – Union County Engineer's Office
Vince Papsidero/Tammy Noble – City of Dublin Planning
Tom Scheiderer – Jefferson & Zane Township Zoning Inspector
Jeff Stauch – Union County Engineer
Robert A. Yoder – North Lewisburg Administrator
Brad Bodenmiller – LUC
Heather Martin – LUC
Aaron Smith - LUC

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Staff Report – Jerome Township Zoning Amendment

Jurisdiction:	Jerome Township Zoning Commission c/o Anita Nicol 9777 Industrial Parkway Plain City, OH 43064 (614) 873-4480
Applicant:	Pulte Group/Matt Callahan 475 Metro Place South Dublin, Ohio 43017 (614)376-1018
Request:	<p>The Zoning Commission received an application to rezone 100.81 acres. The proposal would rezone the acreage from Rural Residential District (RU) and Local Retail District (LR) to a Planned Development District(PD).</p> <p>Parcels involved:</p> <ul style="list-style-type: none">• 1500070570000 - 60.02 acres• 1500070580000 - 40.79 acres <p>Acreage proposed rezoned:</p> <ul style="list-style-type: none">• 100.81 acres <p>Existing Use:</p> <ul style="list-style-type: none">• Agricultural• Vacant woodland• Rural residential <p>Proposed use:</p> <ul style="list-style-type: none">• Single family residential• Open space
Location:	The parcels front U.S. 42, on the south side, directly across from the Jerome Twp Fire Dept. and Monterey Dr, which is the entrance into New California Woods.

Staff Analysis:	<p>This staff report considers the Jerome Twp Comprehensive Plan (Jerome Plan), the Jerome Twp Zoning Resolution (Resolution), and the Union County Comprehensive Plan (Co Plan).</p> <p>Area Zoning.</p> <p>The adjacent zoning is Rural Residential (RU), Local Retail (LR), Commerce District (COM), and residential PUDs (New California Woods/Hills). There is limited Regional Retail (RR), Low Density Residential (LDR), and Office/Research/Medical (ORM) nearby.</p>
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Staff Report – Jerome Township Zoning Amendment

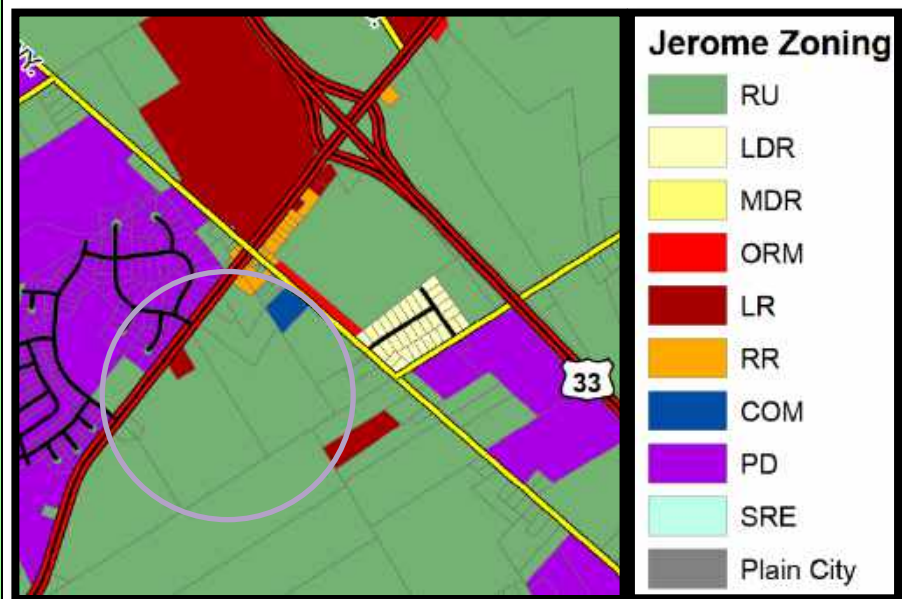


Figure 1. Jerome Twp Zoning Map (6/6/2019).

The purpose/intent of the RU District is to preserve rural character and provide land suitable or used for very low density residential (Resolution, pp. 4-14).

The purpose/intent of the LR District is to allow retail uses that would draw from residents within a three-mile radius to the site and typically include groceries, smaller retail, and restaurants. These uses are typically auto oriented. Local retail anchors are no larger than 75,000 sq. ft. and often grouped with smaller retail tenants (Resolution, pp. 4-54).

The purpose/intent of the Commerce District is to provide opportunities for business uses consisting of warehouse and distribution, flex offices, commercial services, and light industry (Resolution, pp. 4-37).

Jerome Twp Comprehensive Plan

The Jerome Township Plan is a guide for decision-makers considering land use changes, and Chapter 6 provides recommendations (Jerome Plan, pp. 6-3).

The area, where this parcel is located, is planned Conservation Development, as is all of the adjoining land on the west side of Industrial Parkway. There is a section of planned Local Retail on



Staff Report – Jerome Township Zoning Amendment

the southwest and northwest corners of the intersection of Industrial Parkway and U.S. 42.

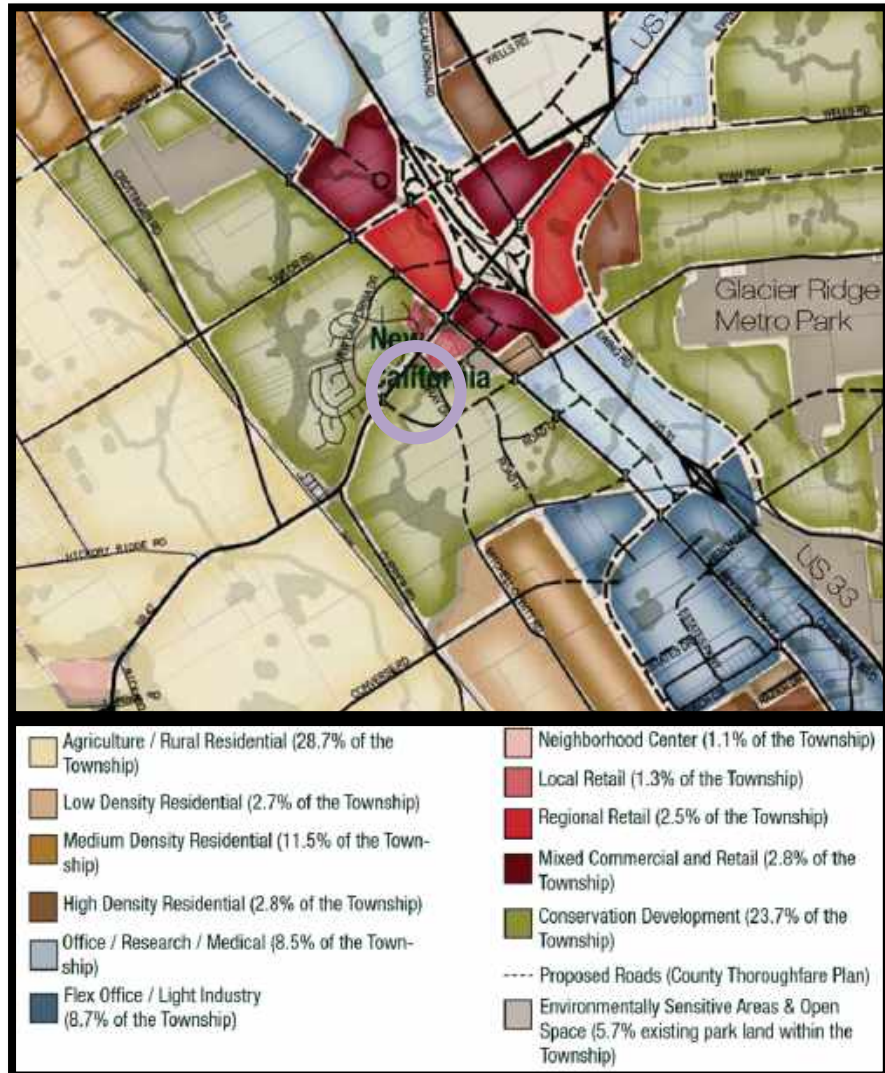


Figure 2. Jerome Twp Comprehensive Land Use Plan (2008)

Residential Conservation District uses are characterized by clustering residential uses for the purpose of preserving large areas of open space and/or significant natural features. These developments are typically designed as PUDs to take advantage of the flexibility to provide varying densities and lot sizes in exchange for preserving open space for community use. The amount of open space should not be less than 40% of the gross acreage and the dwelling units per acre can range between 1 and 2 units per gross acres. In this instance, the proposal is for just under 2 units per acre (Jerome Plan, pp. 6-8).



Staff Report – Jerome Township Zoning Amendment

Union County Comprehensive Plan

The Union County Comprehensive Plan identifies the west side of US 33 as largely agricultural outside of commercial, office, and institutional development along Industrial Parkway. The County Plan specifies a key development area along U.S. 33 with a 2-mile buffer. From the center of U.S. 33 to the nearest boundary of the proposed development on U.S. 42 is approximately 0.66 miles, and the farthest boundary 1.06 miles.

The Union County Plan recommends mixed use residential, commercial, and high-density office can be integrated throughout the sub-area in a clustered, context-sensitive manner (County Plan, pp. 73-74).

Other Considerations

The proposed PUD with low density residential use is consistent with the existing area. From U.S. 42 to Mitchell Dewitt, there are multiple subdivisions that are similar to what is proposed, and what is not in a subdivision is still mostly residential or undeveloped agricultural land.

Regulation Text & Exhibits

Staff reviewed the Regulation Text and Exhibits and offers the following recommendations:

- **D. Lot Standards** – Recommend using the title “**Setbacks and Yard Areas**” so that it matches what is in section 500.06 General PD Standards of the Jerome Twp. Zoning Resolution. This is to keep consistency across all PUDs and to help the zoning official better perform their duties.
- **D. Lot Standards** – For items 1-3, please specify whether the measurements are maximum or minimum requirements.
- **D. Lot Standards** – Please include standards included in section 500.06(2)(e) of the Jerome Twp. Zoning Resolution regarding “minimum setback of 50’ between the Right of Way of the public street and the rear lot lines, and a minimum of 80’ between the Right of Way of the public street and the rear setback line of the lot.”
- **E. Public Improvements** –The street right of way width in a subdivision in Union County is 60’ and is proposed as 50’ in item 2(a).



Staff Report – Jerome Township Zoning Amendment

	<ul style="list-style-type: none">• M. Open Space – There is a mention of 50% open space credit for Reserve J, which does not exist. Staff recommends assigning the correct Reserve Area.• M. Open Space – Understanding that the proposed plan is conceptual, staff encourages cooperation between Township and Developer to make sure that the Township requirement of “Other small fragmented or isolated open space areas that have a dimension less than 75 feet in any direction” not be considered open space, is being met. The standard can be found in section 500.06(12)(a)(vii) of the Jerome Twp Zoning Resolution.• Exhibit: Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens - There are areas, including but not limited to the page footer and page 1 title, that has the name of a different development, not Pioneer Crossing. Staff Recommends changing it from “Tarlton Meadows” to “Pioneer Crossing”.• With the Jerome Twp parks and facilities directly adjacent to the development, staff encourages a connection from the development to those amenities by a shared use path or trail. The Conservation Development PD Districts encourages an integrated pedestrian friendly environment (Resolution, pp 5-2). Incorporation of a recreational trail would better integrate pedestrians into the natural lands (Resolution, pp. 5-7).
Staff Recommendations:	<p>Staff recommends APPROVAL WITH MODIFICATIONS, as recommended in the staff report, to rezone the parcels from RU and LR to PD. Those modifications are changes to the regulation text and exhibits and working with the developer to incorporate pedestrian/shared use connections to Township recreational facilities.</p> <p>This recommendation is based on the Jerome Twp Zoning Resolution, Jerome Twp Comprehensive Plan, and the Union County Comprehensive Plan, and considerations referenced in the staff report.</p>
Z&S Committee Recommendations:	



Logan-Union-Champaign regional planning commission

Director: Brad Bodenmiller

Zoning Parcel Amendment Checklist

Date: May 24, 2019 Township: Jerome

Amendment Title: Rezoning

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

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

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

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

• Phone: 937-666-3431 • Fax: 937-666-6203
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Jerome Township Zoning Commission

Anita Nicol
Clerk

May 28, 2019

9777 Industrial Parkway
Plain City, Ohio 43064

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

Bradley Bodenmiller, Director
L.U.C. Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Dear Brad:

This letter is to inform you of a Jerome Township Rezoning Amendment Application submitted to our office on December May 24, 2019.

Application: PD-19-133

Name of Applicant: Pioneer Crossing

Rezoning: 15-00070570000 (60.02 acres) and 15-00070580000 (40.79 acres)

Present Zoning: RU, LR

Proposed Zoning: PD

Public Hearing Date has been set for: June 24, 2019 at 7:00 p.m.

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

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

Sincerely yours,



Anita Nicol
Zoning Clerk

Jerome Township Zoning Map



Logan-Union-Champaign
Regional Planning Commission
3676 E. Poultry St.
East Liberty, OH 43318
(937) 866-3431
Map Created: July 2004
Revised By Trustees: 20 April 2015

Jerome Roads

- US/State Highway
- County Highway
- Township Road
- Railroad

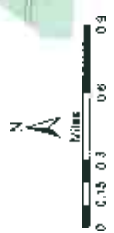
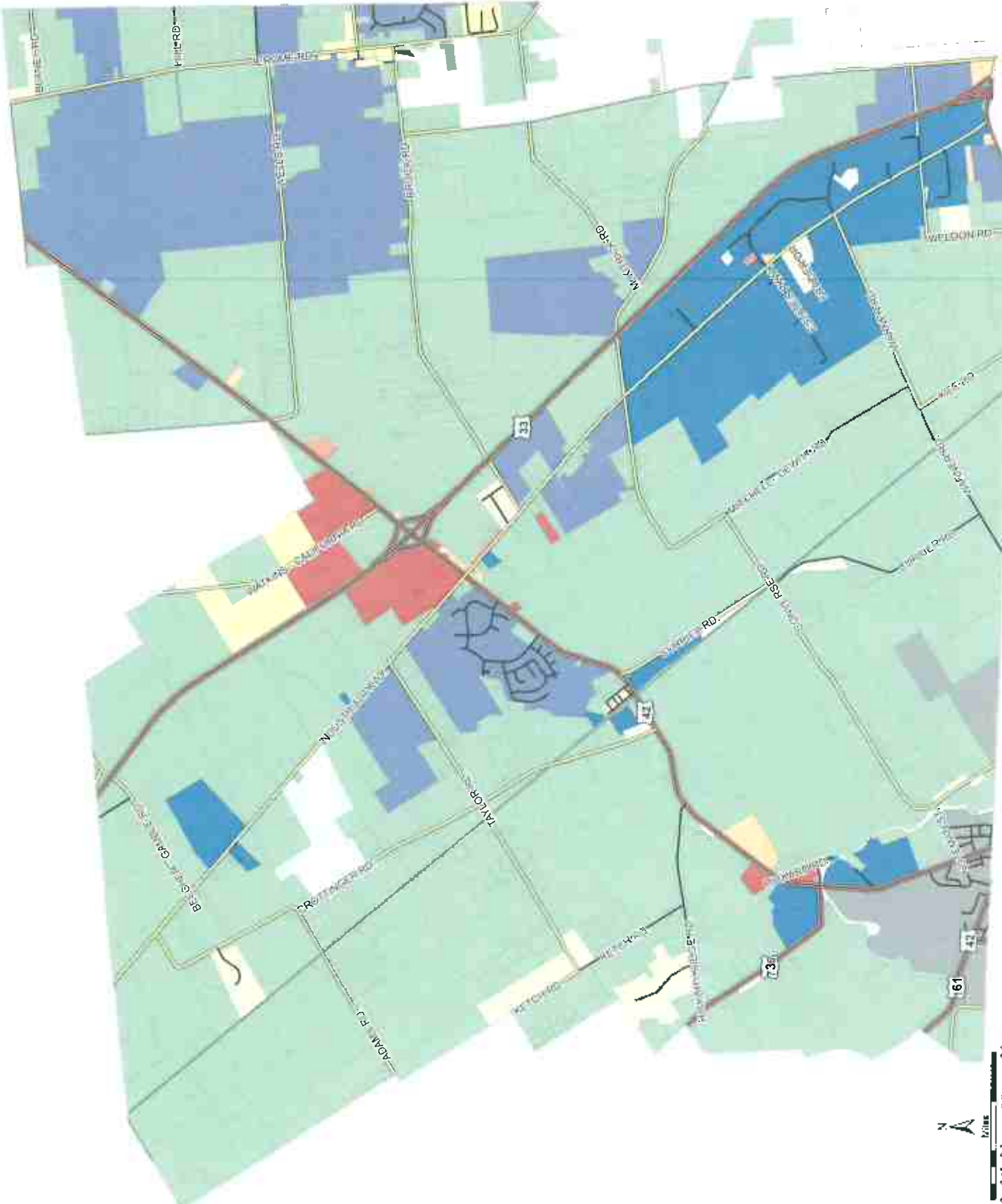
Jerome Zoning

- | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| RU | LDR | MDR | ORM | LR | RR | COM | PD | SRE | Plan City |
| | | | | | | | | | |

AMENDMENTS

THIS IS TO CERTIFY THAT THIS
OFFICIAL ZONING MAP
SUPERSEDES AND REPLACES
THE OFFICIAL ZONING MAP
ADOPTED: JANUARY 22, 2019

R.L. RHODES	C.J. LOVEJOY
L.J. CRAFT	DATE



Brad Bodenmiller

From: Anita Nicol <anita.jtzc@icloud.com>
Sent: Tuesday, May 28, 2019 5:09 PM
To: Brad Bodenmiller
Subject: Fwd: Pioneer Crossing Surrounding Owners
Attachments: Neighbor Properties.pdf

Brad,

Here are the adjoining property owner addresses for Pioneer Crossing. Thanks.

Anita Nicol

Zoning Clerk

Jerome Township, Union County, Ohio
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614-873-4480
Email: anita.jtzc@icloud.com

Begin forwarded message:

From: Greg Chillog <gchillog@edgela.com>
Subject: Pioneer Crossing Surrounding Owners
Date: May 28, 2019 at 4:47:45 PM EDT
To: "jeromezclerk@aol.com" <jeromezclerk@aol.com>

Anita,

Attached is a PDF with the surrounding owners.

Would you like a link to the complete digital submittal with this added in?

GREGORY S. CHILLOG, PLA
PRINCIPAL

EDGE

330 W. Spring Street, Suite 350
Columbus, Ohio 43215
Desk: 614.487.3004
Mobile: 614.832.1156
Office: 614.486.3343



PIONEER CROSSING

Adjacent Property Owners

JEROME TOWNSHIP
TRUSTEES
9689 US 42
PLAIN CITY OH 43064

KILE JAMES TRAVIS & AMY
10847 SIERRA WOODS CIR
PLAIN CITY OH 43064

HEINDEL DOUGLAS & JANET
10843 SIERRA WOODS CIR
PLAIN CITY OH 43064-9422

KIMBERLY KEITH S 10825
SIERRA WOODS CIR
PLAIN CITY OH 43064

GLASS JAMES R & PATRICIA
C 10803 SIERRA WOODS CIR
PLAIN CITY OH 43064

WRIGHTSEL CHARLES JR
10781 SIERRA WOODS CR
PLAIN CITY OH 43064-9422

GOFF KENNETH ALLEN 9619
MONTERAY DR
PLAIN CITY OH 43064-8736

BENNETT WILLIAM A &
JORA
9626 MONTERAY DR
PLAIN CITY OH 43064-9423

SCHLOSSER RICK D
9898 ST RT 42
PLAIN CITY OH 43040

ELYN PROPERTIES LTD 9901
INDUSTRIAL PKWY
PLAIN CITY OH 43064

BOARD OF TRUSTEES OF
JEROME TWP
9777 INDUSTRIAL PKWY
PLAIN CITY OH 43064-9473

UNION RURAL ELECTRIC
CO-OP INC
9715 INDUSTRIAL PKWY
PLAIN CITY OH 43064

BLANKENSHIP ARVIL &
9645 INDUSTRIAL PKWY
PLAIN CITY OH 43064

CRAGER DAVID & ETALS
9254 US 42 N
PLAIN CITY OH 43064

CURRY HAROLD EUGENE &
VIVIAN
7898 HOSKINS RD
RADNOR OH 43066

FARNHOLTZ DOUGLASS R &
PANGLE-FARNHOLTZ
9660 US 42
PLAIN CITY OH 43064-9413

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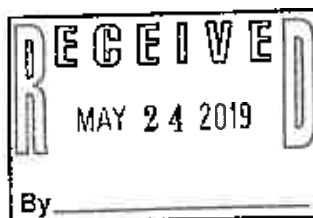
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P. TRAFFIC IMPACT STUDY	



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 #: PD-19-133 Date: 5-24-19
Fee: \$ 6,540.50 Check # 51244402

Agent / Applicant Information:

Agent / Applicant Name: Matt Callahan Date: May 24, 2019
Mailing Address: 475 Metro Place South Dublin, Ohio 43017
Email Address: Matthew.Callahan@Pulte.com Phone: 614-376-1018

Property Information:

Property Address: See Attachment 1 (2 Properties)
Property Owner: See Attachment 1 (2 Properties)
Parcel ID # (s) See Attachment 1 (2 Properties)
Acreage: +/-100.81 Ac. Current Zoning: RU, LR Subdivision Name: Pioneer Crossing

PUD Zoning Information:

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

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

Agent / Applicant Signature: *Matt Callahan* Date: 5/24/19
Dir. VP Land Acq.

Property Owner Signature (if different from the Applicant): Signature on file with township on original application form

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. An application, to be accepted as complete, shall contain the following information:

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;
- ☐ a traffic study completed to the requirements of the Union County Engineer, OR, a letter from the Union County Engineer that a traffic study is not required for the proposed development; 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:

- ☐ A cover page including the name of the proposed development, name and contact information of the applicant, name and contact information of the applicants representative(s), the date of application and any revision dates thereafter, the townships application number, and signature lines for the township trustees.
- ☐ 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.

PARCEL 1

Property Owner:
Janie Collins Trustee

Property Address:
9758 US 42
Plain City, Ohio 43064

Parcel ID Number:
15-0007057.0000

PARCEL 2

Property Owner:
BRC II LLC

Address:
US 42
Plain City, Ohio 43064

Parcel ID Number:
15-0007058.0000

ZONING DESCRIPTION
100.81 +/- ACRES
JEROME TWP. UNION COUNTY, OHIO

Situate in the State of Ohio, County of Union, Township of Jerome, lying in Survey 1440 of the Virginia Military District, being part of the 60.02 acre tract as conveyed to Janie Collins, Trustee of record in Official Record 407, Page 430 (Parcel Number 1500070570000) and part of the 40.79 acre tract as conveyed to BRC II LLC by deed of record in Instrument number 201812120009792 (Parcel Number 1500070580000) and being further described as follows:

Beginning at the northeasterly corner of said 40.79 acre tract on the centerline of U.S. Route 42;

Thence the following courses and distances along lines of said 40.79 acre and 60.02 acre tracts:

1. South 44°38'00" East, a distance of 1074.79 feet, to a point;
2. North 38°31'43" East, a distance of 651.19 feet, to a point;
3. South 24°56'47" East, a distance of 1484.41 feet, to a point;
4. South 66°31'34" West, a distance of 2560.8 feet, to a point;
5. North 23°02'00" West, a distance of 1217.7 feet, to a point;
6. North 45°59'00" East, a distance of 180.18 feet, to a point;
7. North 45°23'00" West, a distance of 373.57 feet, to a point marking the intersection with the southeasterly right-of-way line of said U.S. Route 42;

Thence North 46°36'00" East, a distance of 1617.92 feet, along the southeasterly right-of-way line of said U.S. Route 42 to the **Point of Beginning**, containing 100.81 acres, more or less.

The bearings shown hereon are based on the bearing of South 46°36'00" West for the centerline of State Route 42 as shown and delineated on the subdivision plat of New California Woods - 1, of record in Plat Book 4, Page 65.

This description was prepared from record information obtained from the Union County, Ohio Auditor's and Recorder's Offices and not from an actual field survey. This drawing is intended to be used for zoning purposes only and is not valid for the transfer of real property.

STANTEC CONSULTING SERVICES INC.

A. Introduction

Pule Homes of Ohio LLC, a Michigan limited liability company ("Applicant"), has filed a PUD Zoning Application dated May 24, 2019 ("Application") with Jerome Township, Union County, Ohio ("Township").

The area subject to the Application is a +/-100.81-acre tract located approximately 1,250' west of the intersection of U.S. Route 42 and Industrial Parkway having a current address of 9758 US 42, Plain City, Ohio 43040 ("Property"). The eastern portion of the property having adjacency with the property owned by the Board of Trustees of Jerome Township containing the Township Hall and Jerome Township Park. The Property is currently owned by and is in contract to be purchased by the Applicant. A portion of the Property is currently zoned Rural Residential District (RU) and is in agricultural use, while the eastern 40+/- acres of the site is vacant woodlands which have been partially timbered in recent years. As currently zoned in the RU District, the Applicant estimates that the Property could be subdivided into approximately 60 lots with no provisions for open space, trail connections, architectural limitations, or other planned community attributes. The Application requests a rezoning of the Property to Planned Development District (PD) pursuant to Chapter 5 of the Jerome Township Zoning Resolution as in effect on July 24, 2017 ("Zoning Resolution"). All references herein to a "Section" refer to a specific Section of the Zoning Resolution.

This Regulation Text is a part of the Application and constitutes the Regulation Text required by Section 500.08.3(q). This Regulation Text sets forth in textual form certain information required or permitted by the Zoning Resolution, provides certain supplemental information, and provides for certain development standards and conditions that will apply to the Property. To the extent any matter is not addressed herein but is contained in the other materials presented in connection with the Application, the same shall be deemed incorporated herein. All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution.

The Application and all materials approved in connection therewith by the Township shall constitute the "Zoning Plan" for the Property, as provided in Section 500.04, and the Property, as so developed in accordance with the Zoning Plan shall sometimes be referred to herein as the "Development". Notwithstanding the foregoing, the Zoning Plan shall not include the Illustrative Master Plan and Conceptual Development Plan (Exhibits F and G) which are being provided for illustrative purposes only.

The proposed Development is a residential community consisting of single-family homes and open space areas and will be known as Pioneer Crossing.

B. Uses

1. Permitted Uses: Within the PD District the following shall be permitted:
 - a. One single-family detached dwelling per lot.

- b. Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Section 645.
 - c. Limited home occupations subject to the requirements of Section 635.
 - d. Community and public parks, playgrounds, play fields and sports fields and accessory uses typically associated with community open space and parks, including, but not limited to, shelters, gazebos, walking paths, ponds, gathering spaces, seating and landscaping.
 - e. Community facilities such as clubhouses, pools and pool houses.
2. Prohibited Uses: Any use not specified as a permitted use within the approved Zoning Plan.

C. Density

Density: The maximum number of dwelling units shall not exceed 200 units over 100.81 acres. The gross density of the Development is 1.98 du/acre (199 units/100.81 acres).

The Township's current Comprehensive Plan adopted September 2008 includes a Jerome Township Comprehensive Land Use Plan, 2008 (See page 6-3 of the Comprehensive Plan) that places the Property in an area designated as "Conservation Development". The Comprehensive Plan at page 6-8 sets forth the following policy considerations for lands such as the Property designated for "Residential Conservation Development":

- i. Clustered residential uses to preserve large areas of open space and/or significant natural features and smaller lots as an incentive to preserve open space and natural features that help define the character of the community;
- ii. Planned unit developments with varying densities and lot sizes to take advantage of flexibility to provide varying densities and lot sizes in exchange for preserving open space for community use;
- iii. Open space of not less than 40% of gross acreage of the Property; and
- iv. Densities between 1-2 units per gross acre with 2 being the maximum density recommended.

The proposed Zoning Plan meets or exceeds all standards set forth in the Comprehensive Plan with Density of 1.98 du/acre and open space area totaling over 40% of the gross acreage of the Property.

D. Lot Standards

1. Front Yard: Twenty-five (25) feet,
2. Rear Yards: Twenty-five (25) feet,
Notwithstanding the foregoing, rear setbacks for single family homes shall not apply to decks, patios, screened porches and unconditioned rooms so long as same are located not less than 10' from rear property line and do not encroach upon utility and/or drainage easements.
3. Side Yards: Five (5) feet,
4. Lot Width: Sixty-five (65) feet minimum, measured at the building line,
5. Lot Area: Eight thousand one hundred twenty-five (8,125) square feet minimum,
6. Lot Coverage: Maximum building coverage shall not exceed thirty-five (35) percent. Maximum building and pavement coverage shall not exceed sixty (60) percent.

E. Public Improvements

1. Public Improvements: All public improvements will comply with Section 500.06,4 including:
 - a. Public road sections shall be designed and constructed to the standards established by the Union County Engineer;
 - b. Safe pedestrian and bicycle access and circulation shall be provided as depicted on the Open Space/Circulation Plan (See Exhibit H). Pedestrian/bicycle paths will be integrated into open space;
 - c. Ownership of open space is discussed elsewhere herein (See "Open Space" herein);
 - d. Storm water management facilities shall be provided as required by the Union County Engineer and the State of Ohio.
2. Public Streets Standards:
 - a. Right-of-Way Width: Fifty (50) feet minimum,
 - b. Pavement Width: Twenty-eight (28) feet minimum for all public streets, as measured back-of-curb to back-of-curb,

- c. Drive Lanes: Two (2)
- d. Parking Lanes: Parking shall be permitted on one side of public streets internal to the site opposite the waterline and fire hydrants.
- e. Tree Lawn: May vary based on existing vegetation, but shall in no case be less than six (6) feet in width.
- f. Sidewalk: Four (4) feet wide minimum; sidewalks shall be concrete and located on both sides of all streets except where a shared use path may be utilized in lieu of a sidewalk, as shown on the Pedestrian Circulation Plan.
- g. Shared-use path: Eight (8) feet wide minimum; shared-use paths shall be constructed of asphalt, except when located in front of lots. When located in front of lots, the path shall be constructed of concrete with saw cut joints. Shared use paths located in front of lots may be located in an easement.

F. Access

1. Vehicular Access - U.S. Route 42:

- a. A primary access point along U.S. Route 42 is planned as a full movement, eastern entry point to the Development at the existing intersection with Monterey Drive. Final alignment and design shall be as approved by the Union County Engineer and Ohio Department of Transportation.
- b. A secondary access point along U.S. Route 42 is planned as a limited movement, western entry point to the Development. Final alignment and design shall be as approved by the Union County Engineer and Ohio Department of Transportation. This access is intended to be temporary and shall be eliminated upon the connection of the Development street network to a potential future New California/Brock Road Connector.

2. Vehicular Access – Adjacent Properties:

- a. Multiple street stubs are provided along the western and southern boundaries of the Development. It is anticipated these street stubs will provide extensions of the public street network to neighboring properties or as access points to a potential New California Brock Road Connector.

3. Pedestrian Access

- a. A system of public sidewalks and shared-use paths will provide pedestrian access

to and through the Development.

6. Buildings

1. **Buildings:** All buildings constructed within the Development will comply with the requirements of Section 500.06.6(a), (b) and (c). The following building standards shall apply:
 - a. All single-family dwellings shall provide a minimum floor area as follows:
 - i. Single Story: One thousand five hundred (1,500) square feet,
 - ii. Multi-Story: One thousand seven hundred (1,700) square feet;
 - b. Building height shall not exceed thirty-five (35) feet in height, measured per code;
 - c. The exterior cladding of all structures shall be finished using brick, thin brick, stone, manufactured stone, stucco, wood, engineered wood, fiber-cement, composite, cellular PVC, or any combination thereof on not less than twenty (20) percent of the front elevation, with the remainder of the exterior cladding to contain such materials as identified above or vinyl siding, excluding for all purposes hereof foundations, windows, doors, downspouts, soffits, garage doors, trim molding and accent features;
 - d. A maximum of three (3) cladding materials shall be permitted on any home.
 - e. The color of exterior cladding materials shall be muted tones, natural earth tones, neutrals and whites. High chroma colors are not permitted.
 - f. The roof of all structures shall be finished using dimensional asphalt shingles (25-year warranty), wood, slate, concrete, tile, prefinished metal, copper or any combination thereof;
 - g. The color of roofing materials shall be natural earth tones, neutrals, and/or black. High chroma colors are not permitted;
 - h. All roof structures shall have a roof pitch of not less than 6/12, except for accent roofs and porch roofs that may be a lesser roof pitch in keeping with sound architectural and design perspectives;
 - i. Flat roofs are permitted and must integrate strong cornice lines.
3. **Architectural Diversity:** Architectural diversity standards shall apply to all dwellings in each subarea as follows:
 - a. A single-family dwelling with the same or similar front elevation shall not be repeated

within four (4) houses on the same side of the street and within two (2) houses in either direction of the house on the opposite side of the street. The builder is permitted to construct homes that use an identical elevation, but use a different main exterior material or main exterior color, provided that the homes shall be separated by at least two (2) homes of a different elevation on the same side of the street and by at least one (1) home in either direction of the house on the opposite side of the street.

H. Lighting

Lighting: A post light shall be provided in the front yard of each home, within ten (10) feet of the driveway and public sidewalk or path. The post light shall not exceed eight (8) feet in height. The light source shall not emit more than 1,500 lumens (approximately a 100W incandescent bulb). The post and light design shall complement the design and detailing of the home. Other than such front yard post light, lighting for entrance features to the Development and lighting for Model Homes (See "Model Homes" herein), no other exterior lighting is planned or permitted for the Development.

I. Signage

Signage: Signage for the Development shall consist of entry signage as depicted on the Landscape Enlargements. No other signage other than typical for sale signs and Model Home signs (See "Model Homes" herein) shall be permitted in the Development.

J. Parking

Parking: All single-family dwellings shall include not less than a two-car garage and a driveway that permits parking of not less than two (2) automobiles. Parking for community facilities, such as clubhouses, shall be provided at a minimum rate of three (3) spaces per one thousand (1,000) square feet. Required parking shall be permitted between the right of way and the setback. On street parking shall be permitted with agreement of the Union County Engineer and Township Fire Department.

K. Landscaping

A Preliminary Landscape Plan for the entrances, street trees and open space areas is included in the Application (See Exhibit I). All single-family dwellings built within the Development shall include a landscape package. All public streets within the Development shall be landscaped with one street tree per every 50' in the tree lawn. Street trees shall be spaced so not to interfere with driveway visibility, utilities, and/or traffic signs. Street trees shall be installed within 1 year of construction completion of each home so mass planting of street trees may occur. Open

spaces shall be developed, landscaped and maintained as discussed herein under "Open Space". All single-family dwellings backing to U.S. Route 42 and the potential future Collector Road shall be buffered as depicted in the Preliminary Landscape Plan in order to obscure views of such homes from county and state roads in keeping with Township policy. Particular attention has been given to the rear yards of lots abutting State Route 42, wherein the Township's more significant "Type D" landscaping is proposed.

L. Floodplains and Environmentally Sensitive Areas

1. Flood Plains: There are no 100-year floodplains present on the property.
2. Environmentally Sensitive Areas:
 - a. Channel A – a channel associated with a Riverine system is indicated on the National Wetlands Inventory Map that is a tributary to Sugar Run. A two hundred (200) foot wide stream corridor protection zone has been placed over this channel. Two crossings of this channel are proposed.
 - b. Wetland A – a freshwater forested/shrub wetland is indicated on the National Wetlands Inventory Map. This wetland is located approximately three hundred (300) feet from development and will be preserved.
 - c. Woodland – a wooded area exists on the eastern portion of the site. This wooded area provides approximately thirty-five (35) acres of tree canopy. In recent years timber has been harvested from this wooded area, while utility easements have been cleared and maintained throughout. Approximately twenty-two (22) acres of the existing stand of trees will be preserved.

M. Open Space

Open Space: A minimum of forty and three tenths (40.3) acres of the Development (40% of the gross development area) shall be preserved in perpetuity as open space in accordance with the express desires of the Township and its residents in the Comprehensive Plan adopted in 2008. The Applicant has taken a 50% open space credit for Reserve J, an area which is being reserved for the future New California-Brock Road Connector.

Proposed Open space areas include:

"Wooded Park"	+/-22.2 acres	Reserve A
"Neighborhood Parks"	+/-6.9 acres	Reserves B
"Perimeter Buffers"	+/-10.2 acres	Reserves C, D, E, F and G
"Collector Road Reserve"	+/-1.00 acres	Reserve H (50% Credit)

The design, landscaping, use and ownership of each of these open space areas shall be as follows:

1. **Wooded Park** — This portion of the Development open space is being offered to the Township for no cost consideration. Upon acceptance of this offer, the reserve shall be owned and maintained by the Township Trustees. Should the Trustees decline this offer, the reserve area shall be owned and maintained by a Master Homeowners Association. In either case, this area may be designed and landscaped to provide active and passive recreational activities while preserving/enhancing the wooded character. Park designs may include elements such as, but not limited to, ponds, lawns, pathways, shelters, seating areas, playgrounds, community gardens, landscaping, etc.
2. **Neighborhood Parks** — This portion of the Development open space shall be owned and maintained by a Master Homeowners Association. The neighborhood parks shall be designed and landscaped to provide active and passive recreational activities. The Neighborhood Parks designs may include elements such as, but not limited to, ponds, lawns, pathways, shelters, seating areas, playgrounds, community gardens, landscaping, etc.
3. **Perimeter Buffers** — This portion of the Development open space shall be owned and maintained by a Master Homeowners Association. These reserve areas shall be designed and landscaped to provide screening of the rear of lots, pedestrian circulation, retention and entrance features. The designs may include elements such as, but not limited to ponds, lawns, pathways, landscaping, signage, fencing and lighting.
4. **Collector Road Reserve** — This portion of the Development open space shall be owned and maintained by a Master Homeowners Association until dedication to the county or township for construction of a Collector Road. Prior to dedication as a road right of way, the reserve shall be maintained in a natural state.

N. Phasing

Phasing: The Phasing Plan included as a part of the Application depicts how the Development may be phased. Phasing of the Development is subject to final engineering requirements and market conditions. Given the size of the Development, it is anticipated that full development of SOCAL will take approximately 7 years. Consequently, Applicant requests an extension of the Zoning Plan for up to seven (7) years from the date of approval as permitted by Section 500.8.5(b) and 6.

O. Zoning Plan

Zoning/Development Plan: Due to the size and nature of the Development and the fact that final engineering may result in changes to the layout to accommodate various engineering issues, in lieu of including a preliminary development plan depicting the general configuration of all lots, the Zoning Plan includes only the Zoning/Development Plan (See Exhibit E). Location, area, permitted uses, unit count and access/circulation for each

Development Zone shall be as set forth in the Zoning/Development Plan. The Conceptual Development Plan (Exhibit G) and Illustrative Master Plan (Exhibit F) included in the Application are not official zoning documents or a part of the Zoning Plan but are for informational purposes only. Standards established in the Zoning Plan shall apply to all Development Zones. Unit counts are permitted to be transferred between Development Zones provided the maximum of two hundred (200) is not exceeded for the entire Development.

P. Model Homes

Model Homes: Model Homes consist of residential type structures which are representative of other dwellings offered for sale or to be built within the Development or specified Subareas thereof.

Model homes are to be used as sales offices by builders and developers and to display products and features offered by builders and developers and are subject to the issuance of a zoning permit by the Township ("Zoning Permit").

Model Homes are permitted as a temporary use within the Development, and such Model Homes may be staffed and operated by marketing and sales personnel and agents of such builders and developers, without regard to any home occupation or other commercial or business use provisions of the Zoning Resolution.

Model homes shall be subject to the following restrictions:

- **Location and Use** – A Model Home may be used by a builder or developer for the marketing and sale of lots and/or dwelling units located within the Development. A Model Home may not be used as a dwelling. Resales of existing dwelling units (other than spec homes) within the Development shall not be conducted from the Model Home. The Model Home shall not be used to conduct sales of lots and/or dwelling units outside of the Development, except as an incidental occasional use for the benefit and convenience of a builder's or developer's customers.
- **Hours of Operation** – Model Homes shall close by 8:00 P.M. No Model Home shall be open on Sunday to the general public before 12:00 Noon.
- **Lighting** -All exterior lighting must be "down lighting", so that no light shall be cast onto adjoining residential properties. All exterior lighting shall be extinguished at the closing time of the Model Home, except that which is in character with exterior lighting found on surrounding homes.
- **Parking** -Model Homes shall not be required to have off-street parking.
- **Signage** – Signage for each Model Home shall be permitted containing the logo and name of the builder or developer operating such Model Home, identifying the Model

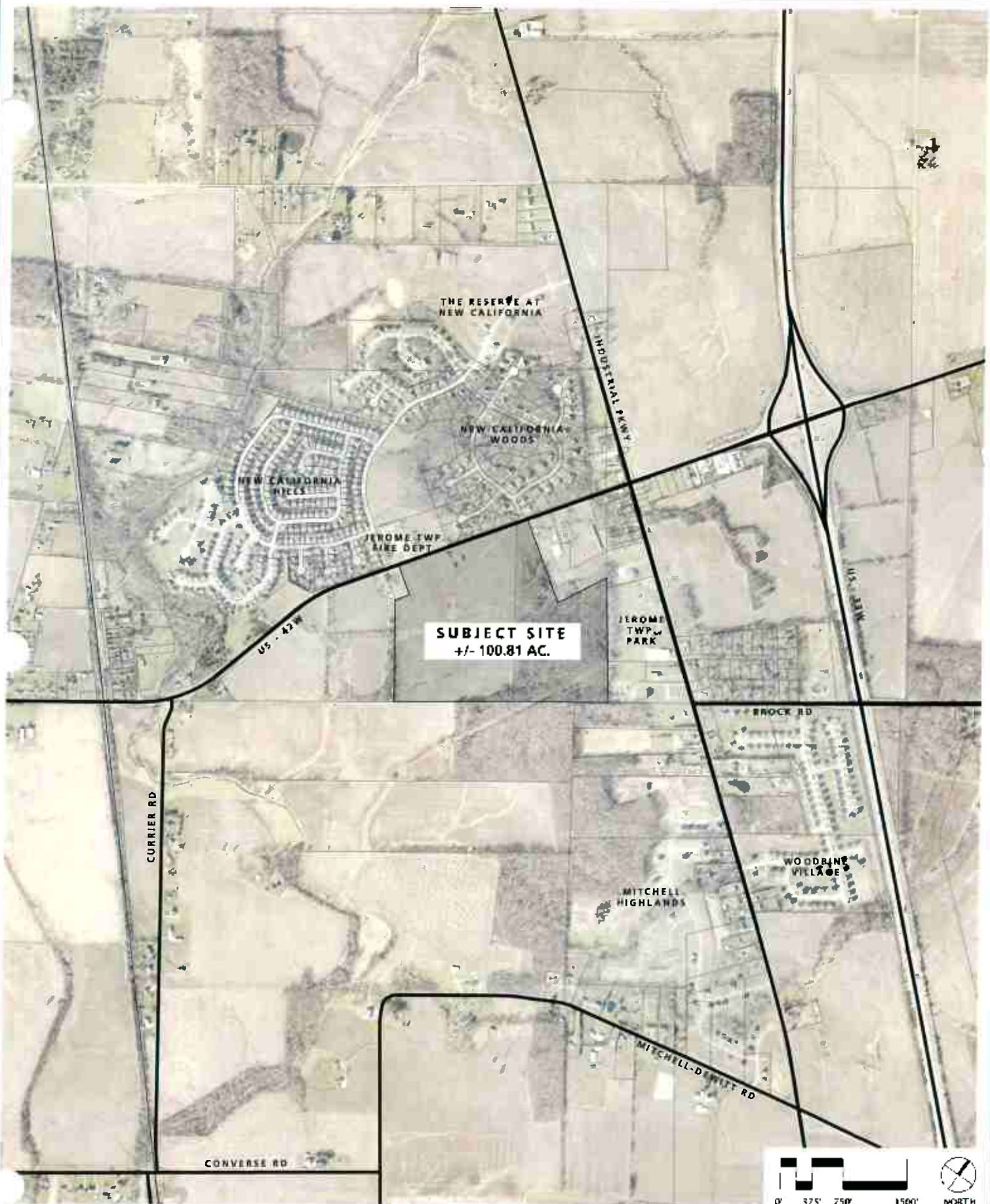
Home style, and setting forth hours of operation and pertinent contact information. There is no requirement that Model Home signage include all the foregoing. Such signage shall be placed, from the front property line, a distance of at least one-half (50%) of the distance of the required front yard setback and shall not be located in any required side yard. Such signage shall be a monument type sign not to exceed twelve (12) square feet of sign area per side and shall contain no more than two (2) back to back sides with appropriate landscape treatments at its base. Lighting of Model Home signage shall be permitted. Plans for signage shall be submitted to the Township Zoning Officer at the time of application for a Zoning Permit for approval and must include sign structure, graphics, location, lighting and landscape treatments.

- **Screening and Trash Removal** – A landscape plan shall be submitted to the Township Zoning Officer at the time of application for a Zoning Permit for approval and shall provide adequate landscaping and screening from adjoining residential lots. The owner of each Model Home shall arrange for trash to be picked up regularly in and around such Model Home and its lot.
- **Limitation on Use** -Each Model Home shall be used as a Model Home only for the time period set forth in the Zoning Permit issued for such Model Home by the Township Zoning Officer, subject to such extensions as may be granted by the Township Zoning Officer. At such time as the Model Home ceases or is no longer permitted to be used as a Model Home, all signage shall be promptly removed.
- **Each Model Home shall be required to obtain and maintain a Zoning Permit issued by the Township Zoning Officer.** At the time of application for a Zoning Permit, the applicant must demonstrate compliance with the requirements and restrictions set forth above and throughout the term of the Zoning Permit, the applicant must comply with such requirements and restrictions. The Township Zoning Officer shall be charged with the responsibility of determining compliance of each Zoning Permit issued for a Model Home.
- **Termination of Use** -The use of a Model Home within the Development shall be initially permitted for a period of up to thirty-six (36) months after the completion and opening as a Model Home. Extensions of this time period, not to exceed one (1) year per extension, may be approved by the Township Zoning Officer upon application and payment of any applicable fee, provided that such an extension is not in conflict with the public interest and the primary use of the Model Home continues to be for the marketing and sale of lots and/or dwelling units located within the Development.

Q. General Application of Zoning Resolution Development Standards

General Application of Zoning Resolution Development Standards: As required by Section 500.08.3(r)(xv), all development standards not specifically addressed in this Regulation Text

or otherwise contained in this Zoning Plan shall be regulated by those general development standards set forth in the Zoning Resolution, unless otherwise provided in a Final Development Plan for variance or a plan amendment.



Date
May 28, 2019

Job No.

0283

EDGE

PLANNING + LANDSCAPE ARCHITECTURE

140 WEST SPRING STREET, SUITE 200
COLUMBIANA, OHIO 44115
614.496.3242

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT ZONING
FOR

PIONEER CROSSING

**REGIONAL CONTEXT
MAP**

**EXHIBIT
A**

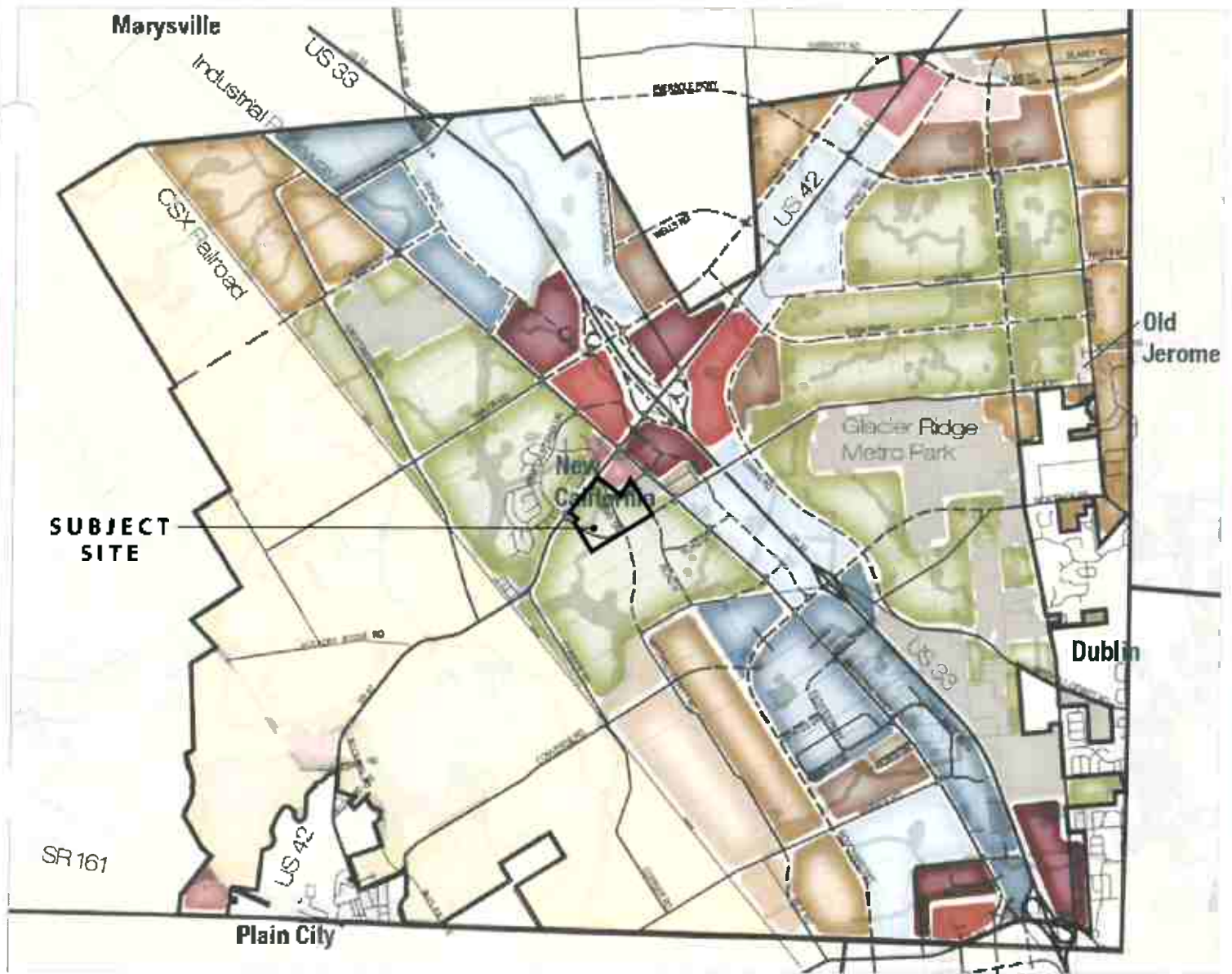















Figure 6-2: Land Use Plan; Source: BHC

- | | |
|---|--|
|  Agriculture / Rural Residential (28.7% of the Township) |  Neighborhood Center (1.1% of the Township) |
|  Low Density Residential (2.7% of the Township) |  Local Retail (1.3% of the Township) |
|  Medium Density Residential (11.5% of the Township) |  Regional Retail (2.5% of the Township) |
|  High Density Residential (2.8% of the Township) |  Mixed Commercial and Retail (2.8% of the Township) |
|  Office / Research / Medical (8.5% of the Township) |  Conservation Development (23.7% of the Township) |
|  Flex Office / Light Industry (8.7% of the Township) |  Proposed Roads (County Thoroughfare Plan) |
| |  Environmentally Sensitive Areas & Open Space (5.7% existing park land within the Township) |

Date: May 24, 2013

Job No. 18263

EDGE

PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN

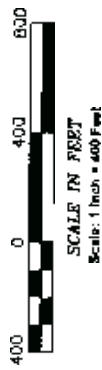
440 WEST WASHINGTON STREET, SUITE 250
COLUMBUS, OHIO 43215
614.456.3345

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT ZONING
FOR

PIONEER CROSSING

**COMPREHENSIVE PLAN
OVERLAY**

SHEET
**EXHIBIT
B**



BASIS OF BEARINGS:

The bearings shown herein are based on the bearings of South 10° 10' 00" West for the centerline of State Route 40 as shown and established on the subdivision plat of New Columbia Absecon - 1, of record in Plat Book 4, Page 40.

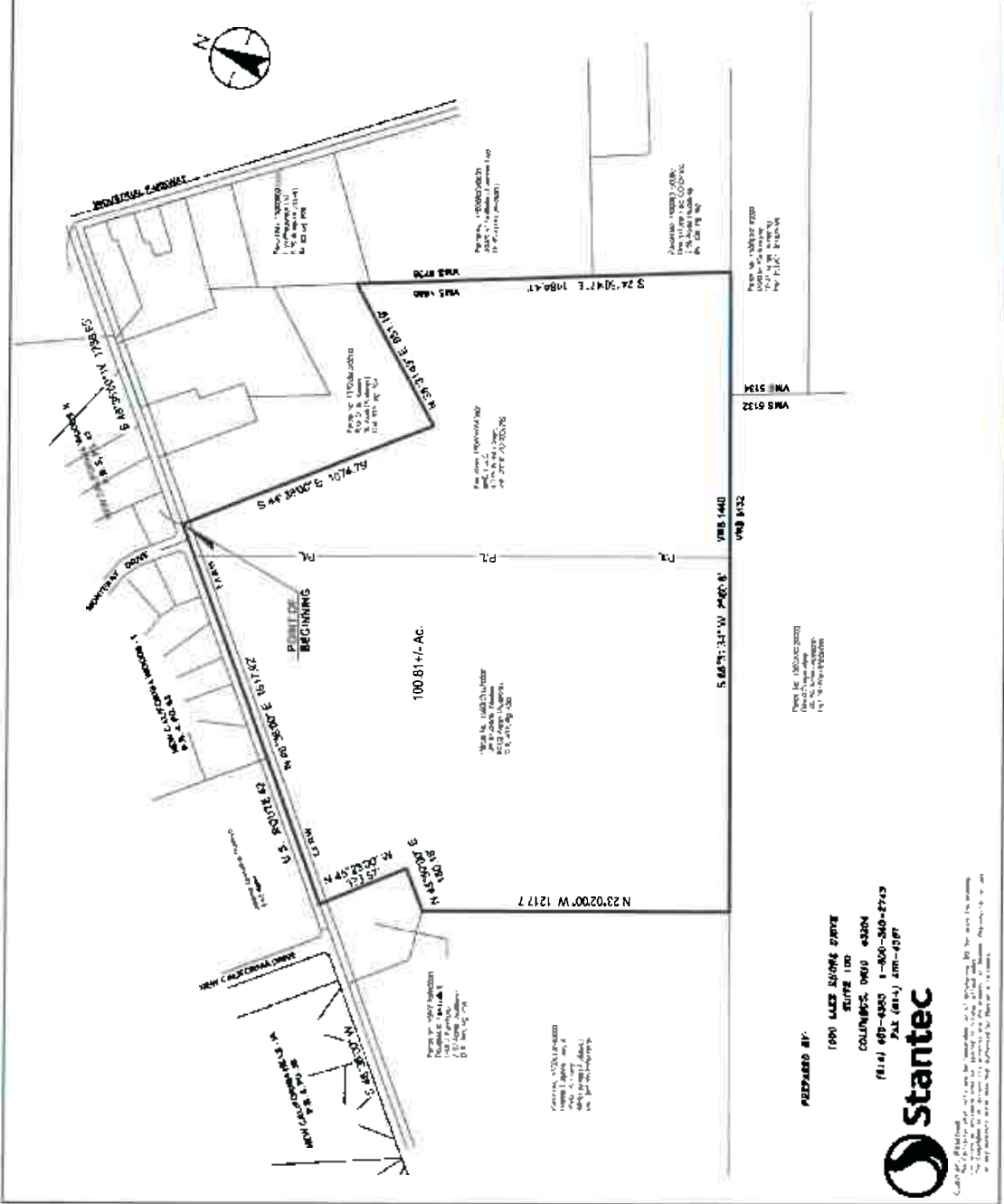
GENERAL NOTE:

This survey was conducted from recent information obtained from the Union County, Ohio Auditor and Recorder's Office and not from an actual field survey. This survey is intended to be used for zoning purposes only and is not valid for the transfer of real estate.

ZONING NOTE:

Existing Zoning: R.U. - Rural Residential District
Proposed Zoning: PUD - Planned Unit Development District

**Zoning Exhibit of
100.81 +/- ACRES**
L740.14
Survey No. 1440
Virginia Military District
Jerome Township, Union County, Ohio



PREPARED BY:
1990 LACS 30004 0010
SHEET 100
COLUMBUS, OHIO 43204
(614) 495-4350 1-800-360-2743
FAX (614) 495-4357

Stantec

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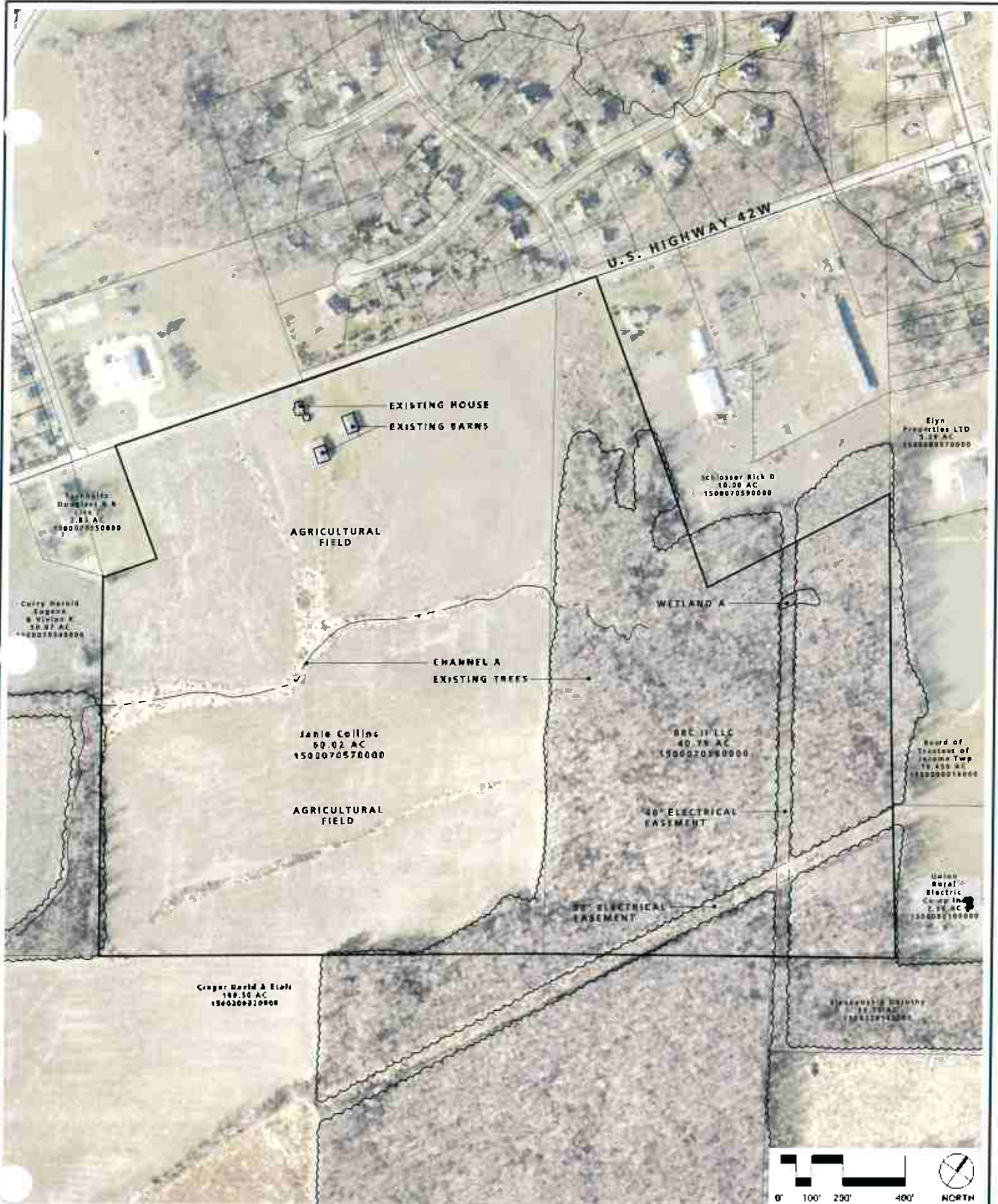
Date
May 24, 2019
Job No.
18283

EDGE
PLANNING + ARCHITECTURE + LAND DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614 495 4346

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR
PIONEER CROSSING

**BOUNDARY
SURVEY**

SHEET
**EXHIBIT
C-1**



Date
May 24, 2019

Job No.
18263

EDGE

PLANNING, LANDSCAPE ARCHITECTURE, URBAN DESIGN

330 WEST MAIN STREET, SUITE 100
COLUMBUS, OHIO 43215
614.486.9343

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR

PIONEER CROSSING

**EXISTING CONDITIONS
MAP**

SHEET
**EXHIBIT
D**

DEVELOPMENT DATA

PERMITTED USE MATRIX

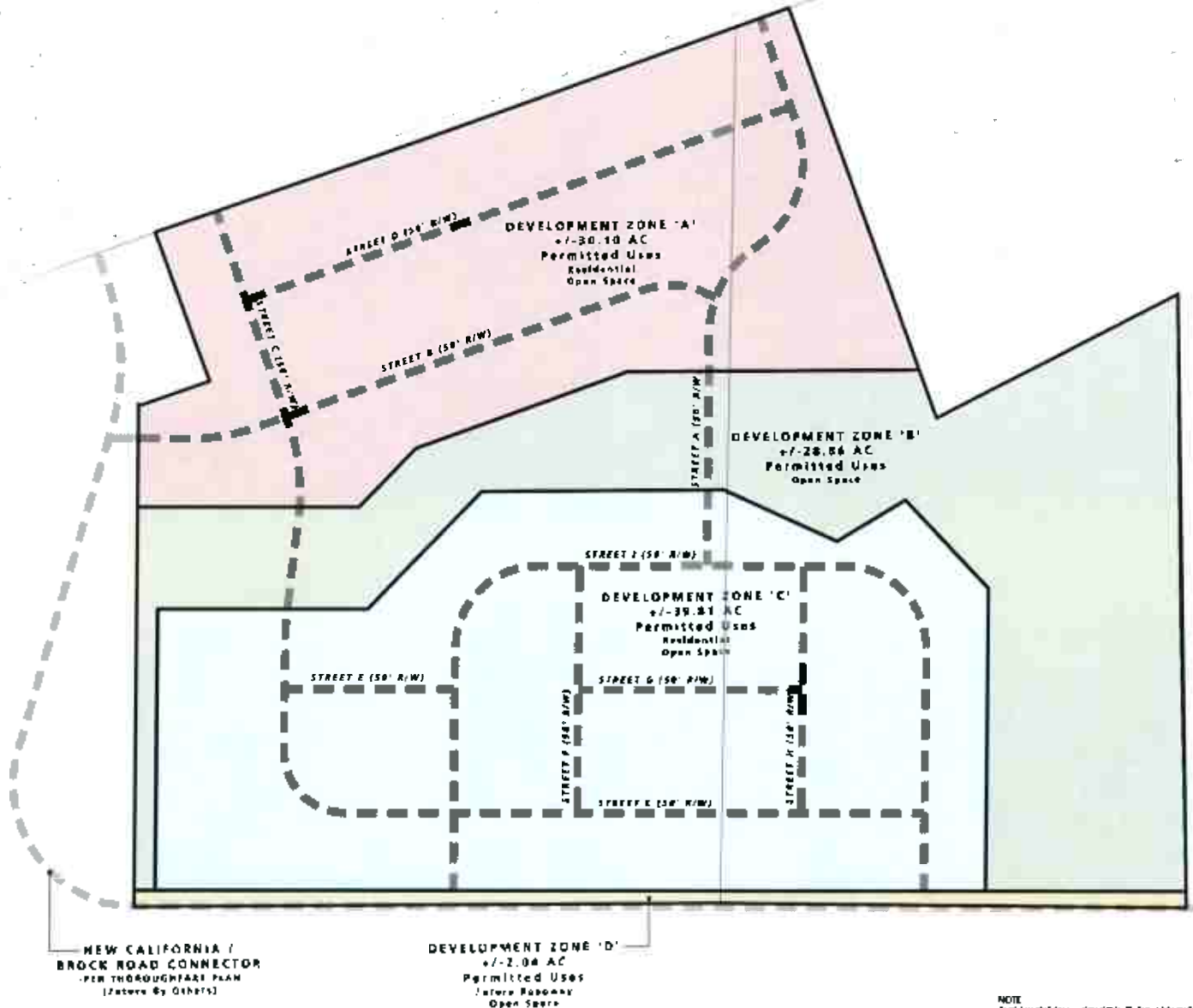
GROSS SITE AREA	±71,808.81 AC	
DENSITY		
Total Dwelling Units	200	DU
Dwelling Density	2.79	DW/AC
OPEN SPACE		
Open Space Required	±7-40.32 AC	40%
Open Space Provided	±7-40.32 AC	40%
DEVELOPMENT ZONE A	±7-33.10 AC	
Residential Dwelling Unit - 82		
DEVELOPMENT ZONE B	±7-28.86 AC	
Open Space		
DEVELOPMENT ZONE C	±7-39.81 AC	
Residential Dwelling Unit - 118		
DEVELOPMENT ZONE D	±7-2.04 AC	
Future Roadway/Open Space		

	Residential Zone A	Residential Zone B	Residential Zone C	Development Zone D
Single family Detached Dwelling	P	X	P	X
Accessory Buildings or Structures	P	X	P	X
Limited Home Occupations per Section 535	P	X	P	X
Community and Public Parks, Playgrounds, Playfields and Sports Fields and Accessory Uses	P	P	P	P
Community Facilities such as Clubhouses, Pools and Post Houses	P	P	P	P

P = Permitted X = Prohibited

*Use loads are permitted to be transferred between Development Zones provided the maximum of two hundred (200) is not exceeded for the entire Development

U.S. HIGHWAY 42W



NOTE:
THIS EXHIBIT SHALL CONSTITUTE THE "ZONING PLAN" FOR THE PROPERTY AS PROVIDED IN SECTION 500.04. THE ZONING PLAN SHALL NOT INCLUDE THE CONCEPTUAL DEVELOPMENT PLAN AND ILLUSTRATIVE PLAN EXHIBITS (B & G) WHICH ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.



Date
May 24, 2013
Job No.
18263

EDGE
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN
730 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614-486-9743

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR
PIONEER CROSSING

ZONING PLAN

SHEET
**EXHIBIT
E**



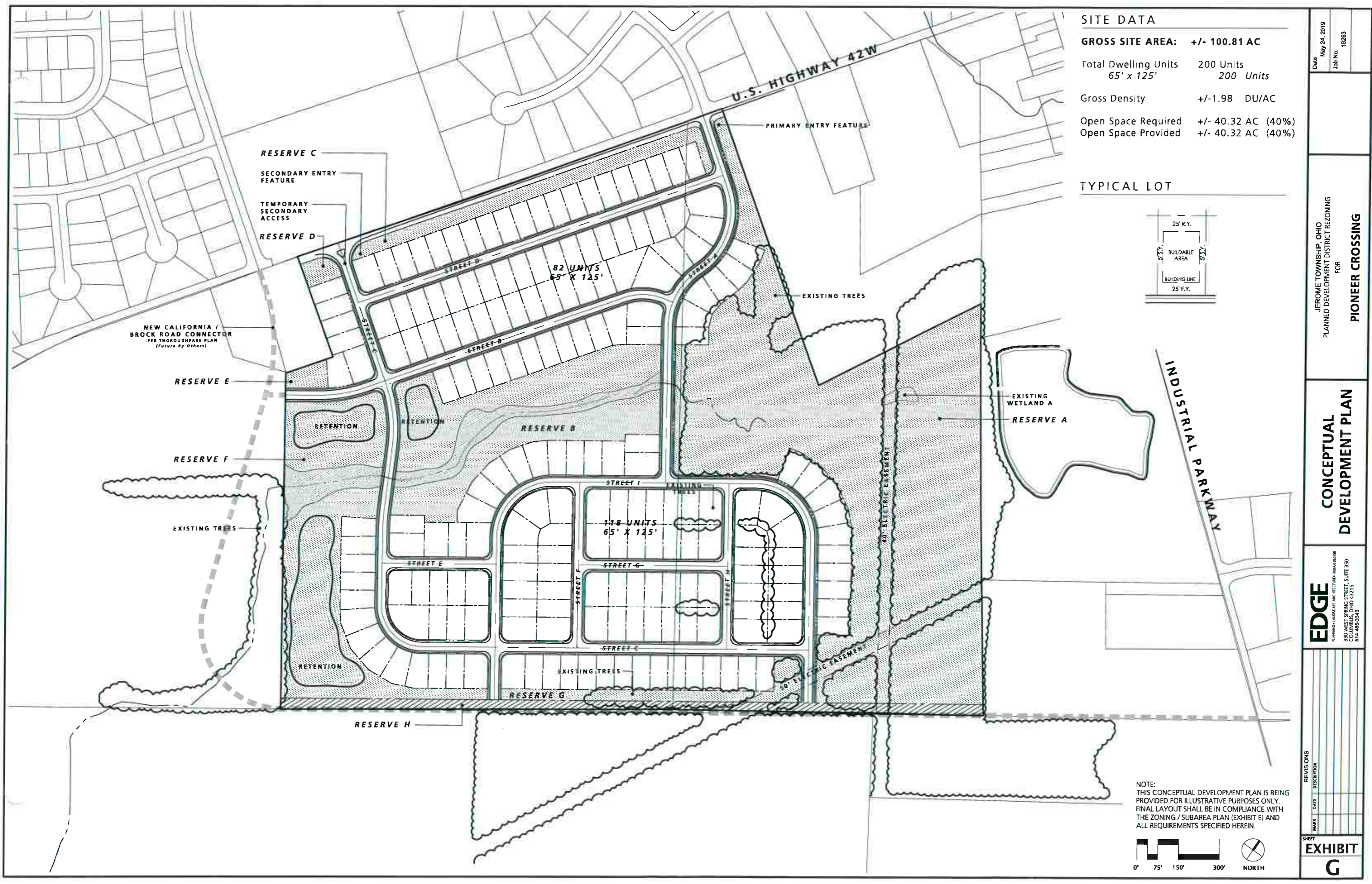
SITE DATA		
GROSS SITE AREA:	+/- 100.81 AC	
Total Dwelling Units	200 Units	
65' x 125'	200 Units	
Gross Density	+/- 1.98 DU/AC	
Open Space Required	+/- 40.32 AC (40%)	
Open Space Provided	+/- 40.32 AC (40%)	

REVISIONS		DATE	DESCRIPTION	SHEET	EXHIBIT
NO.	BY				
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NOTE:
THIS ILLUSTRATIVE MASTER PLAN IS BEING
PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.
FINAL LAYOUT SHALL BE IN COMPLIANCE WITH
THE ZONING / SUBAREA PLAN (EXHIBIT E) AND
ALL REQUIREMENTS SPECIFIED THEREIN

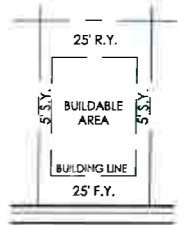


JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR		PIONEER CROSSING
ILLUSTRATIVE MASTER PLAN		
EDGE PLANNING & CONSULTING, INC. 10000 WOODBURN 330 WEST STING STALL, SUITE 150 COLUMBUS, OHIO 43215 614.886.3185		EXHIBIT F
REVISIONS MARK DATE DESCRIPTION		
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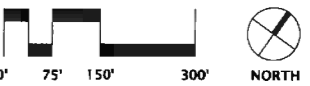
SITE DATA			
GROSS SITE AREA:		+/- 100.81 AC	
Total Dwelling Units	200 Units		
65' x 125'	200 Units		
Gross Density	+/-1.98	DU/AC	
Open Space Required	+/- 40.32 AC (40%)		
Open Space Provided	+/- 40.32 AC (40%)		

TYPICAL LOT



INDUSTRIAL PARKWAY

NOTE:
THIS CONCEPTUAL DEVELOPMENT PLAN IS BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT SHALL BE IN COMPLIANCE WITH THE ZONING / SUBAREA PLAN (EXHIBIT E) AND ALL REQUIREMENTS SPECIFIED HEREIN.



Date	May 24, 2019
Job No.	18283
JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR PIONEER CROSSING	
CONCEPTUAL DEVELOPMENT PLAN	
EDGE PLANNING + LANDSCAPE ARCHITECTURE + URBAN DESIGN 330 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614-466-3345	
REVISIONS	DESCRIPTION
MARK	DATE
SHEET EXHIBIT C	

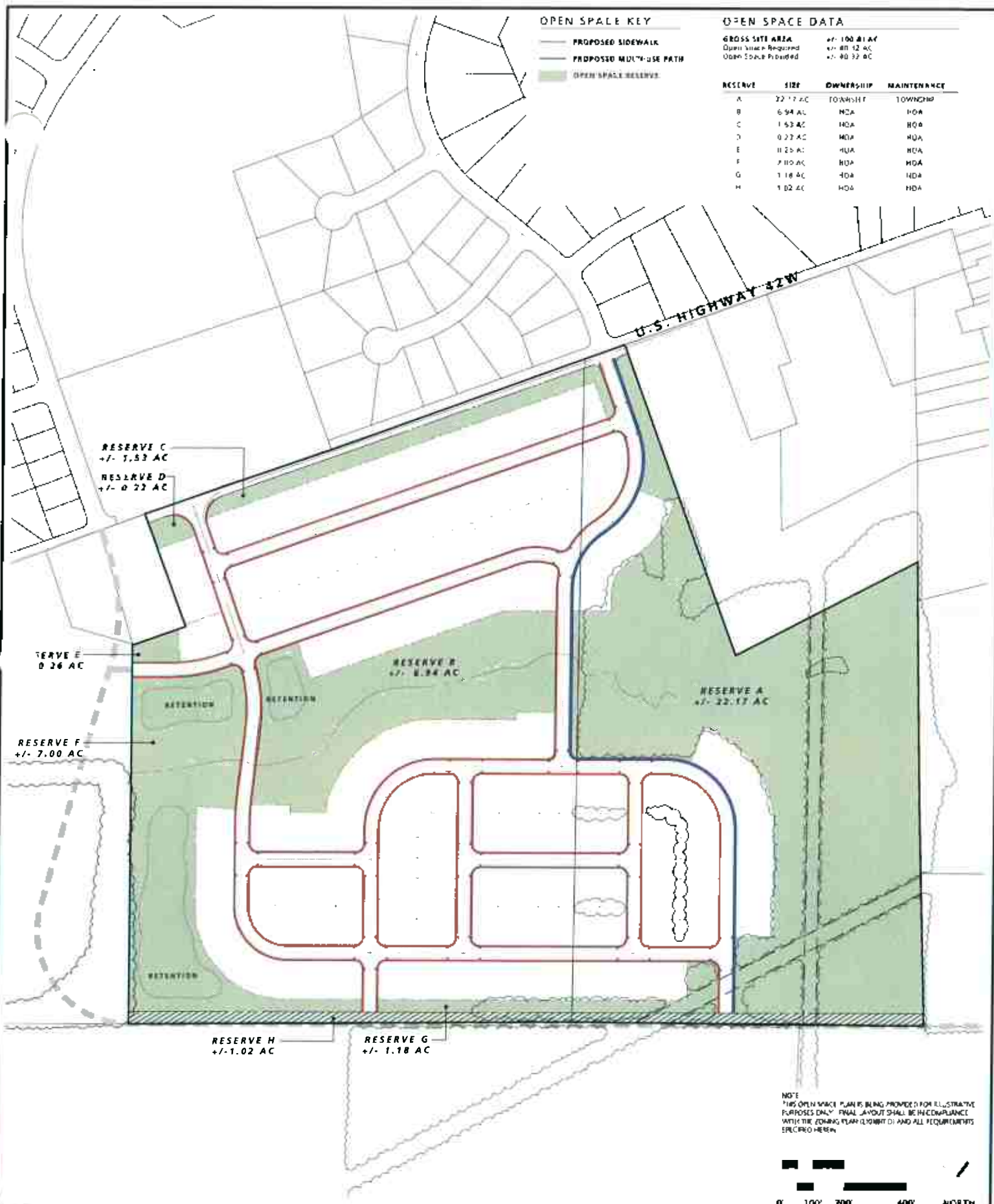
OPEN SPACE KEY

- PROPOSED SIDEWALK
- PROPOSED MULTI-USE PATH
- OPEN SPACE RESERVE

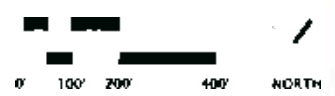
OPEN SPACE DATA

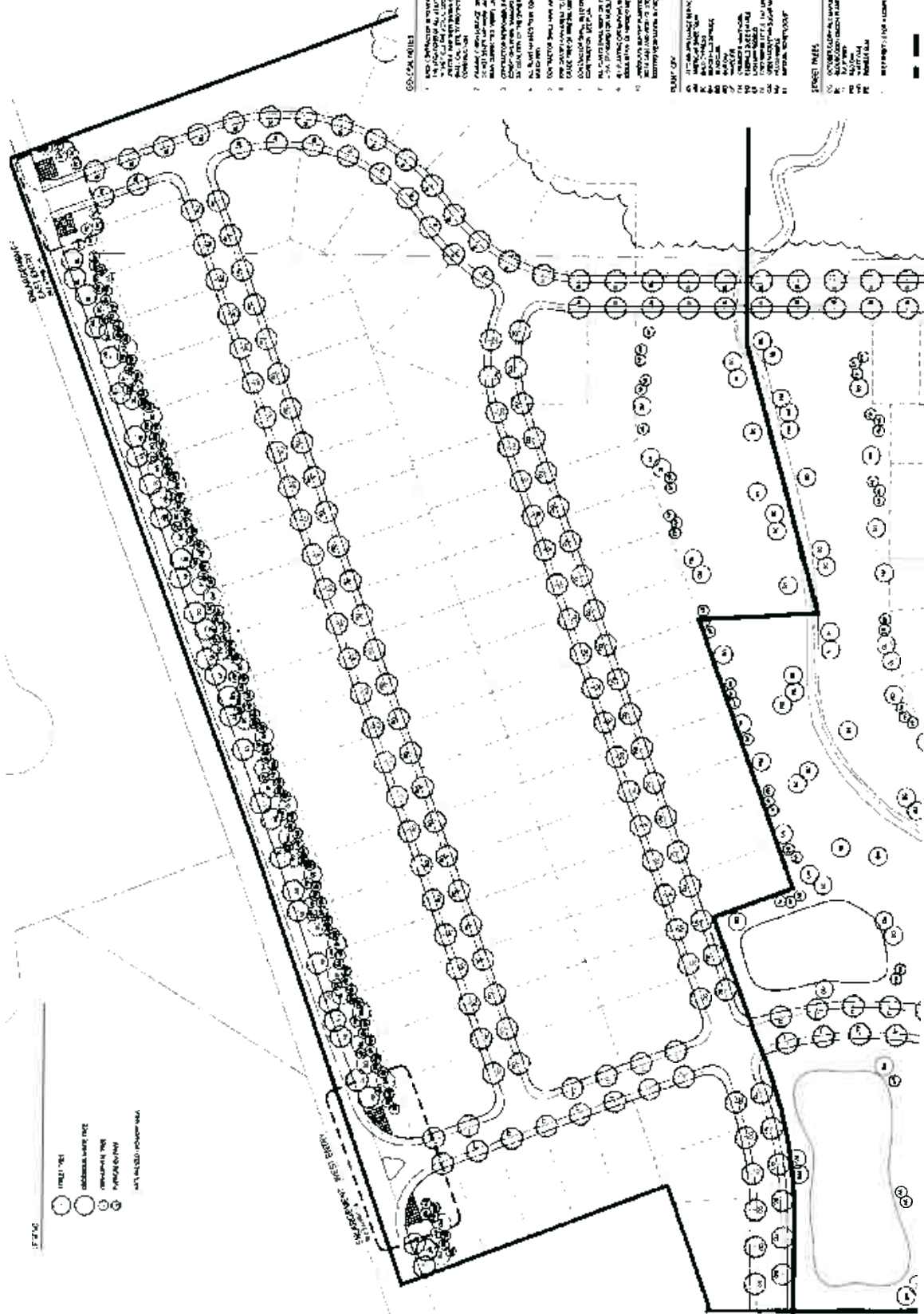
GROSS SITE AREA +/- 100.81 AC
 Open Space Required +/- 80.12 AC
 Open Space Provided +/- 80.32 AC

RESERVE	SIZE	OWNERSHIP	MAINTENANCE
A	22.17 AC	TOWNSHIP	TOWNSHIP
B	6.94 AC	HQA	HQA
C	1.53 AC	HQA	HQA
D	0.22 AC	HQA	HQA
E	0.26 AC	HQA	HQA
F	7.00 AC	HQA	HQA
G	1.18 AC	HQA	HQA
H	1.02 AC	HQA	HQA



NOTE
 THIS OPEN SPACE PLAN IS BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT SHALL BE IN COMPLIANCE WITH THE ZONING MAP (COMMIT D) AND ALL REQUIREMENTS SPECIFIED HEREIN.





1. STREET TREE
2. DECIDUOUS SHADE TREE
3. PERENNIAL PLANT
4. PERENNIAL PLANT
5. PERENNIAL PLANT
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23. PERENNIAL PLANT
24. PERENNIAL PLANT

GENERAL NOTES

1. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE OHIO PLANTING STANDARDS AND SPECIFICATIONS, 1997 EDITION, AS AMENDED.
2. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE OHIO PLANTING STANDARDS AND SPECIFICATIONS, 1997 EDITION, AS AMENDED.
3. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE OHIO PLANTING STANDARDS AND SPECIFICATIONS, 1997 EDITION, AS AMENDED.
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10. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE OHIO PLANTING STANDARDS AND SPECIFICATIONS, 1997 EDITION, AS AMENDED.

PLANT LIST

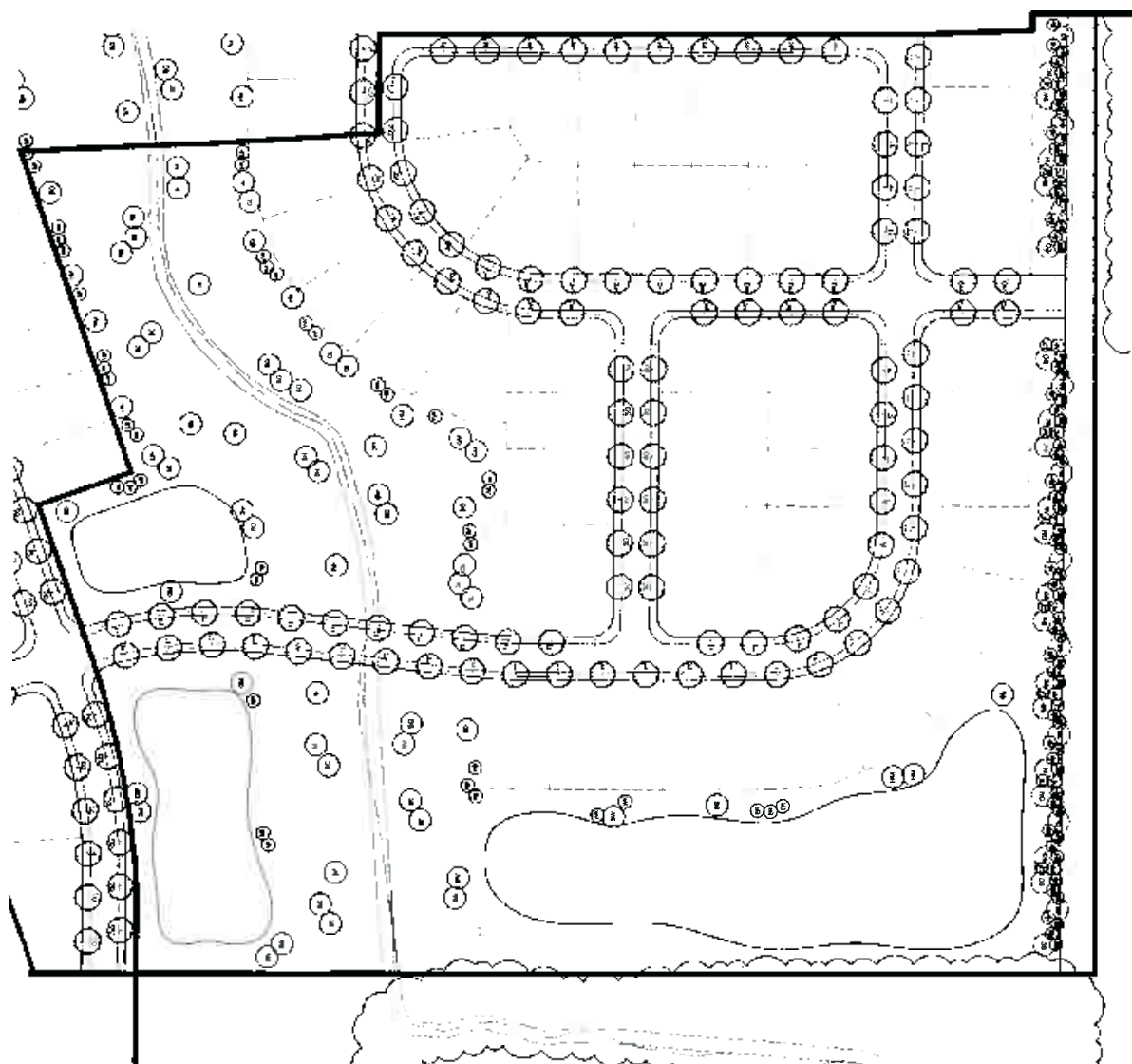
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|-------------------------|------------------|
| 1. American Elm | 2. Norway Spruce |
| 2. Bald Cypress | 3. Red Pine |
| 3. Black Gum | 4. White Pine |
| 4. Box Elder | 5. Yellow Pine |
| 5. Buckeye | 6. White Birch |
| 6. Dogwood | 7. Red Cedar |
| 7. Hackberry | 8. White Oak |
| 8. Honey Locust | 9. Yellow Birch |
| 9. Ironwood | 10. White Pine |
| 10. Japanese Maple | 11. Yellow Pine |
| 11. Kentucky Coffeetree | 12. White Oak |
| 12. Loblolly Pine | 13. Yellow Birch |
| 13. Longleaf Pine | 14. White Pine |
| 14. Magnolia | 15. Yellow Pine |
| 15. Metopium | 16. White Oak |
| 16. Mulberry | 17. Yellow Birch |
| 17. Northern Red Oak | 18. White Pine |
| 18. Osage | 19. Yellow Pine |
| 19. Paper Birch | 20. White Oak |
| 20. Red Maple | 21. Yellow Birch |
| 21. Red Pine | 22. White Pine |
| 22. Red Spruce | 23. Yellow Pine |
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STREET LIGHTS

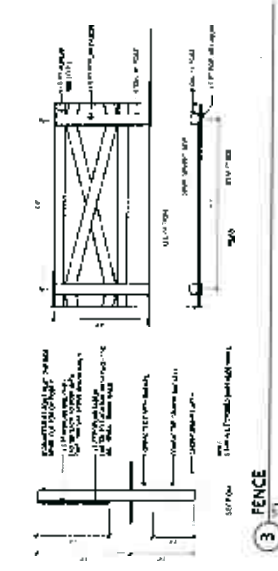
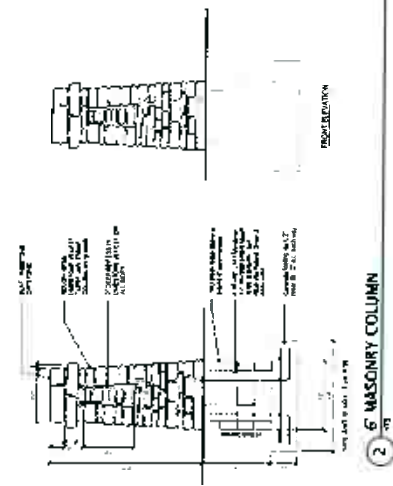
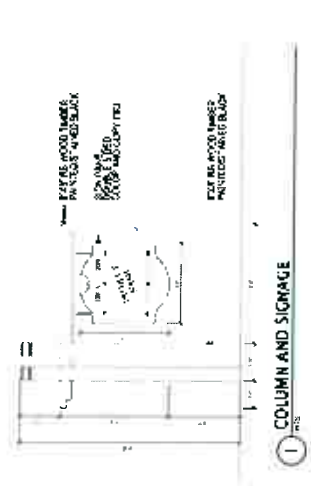
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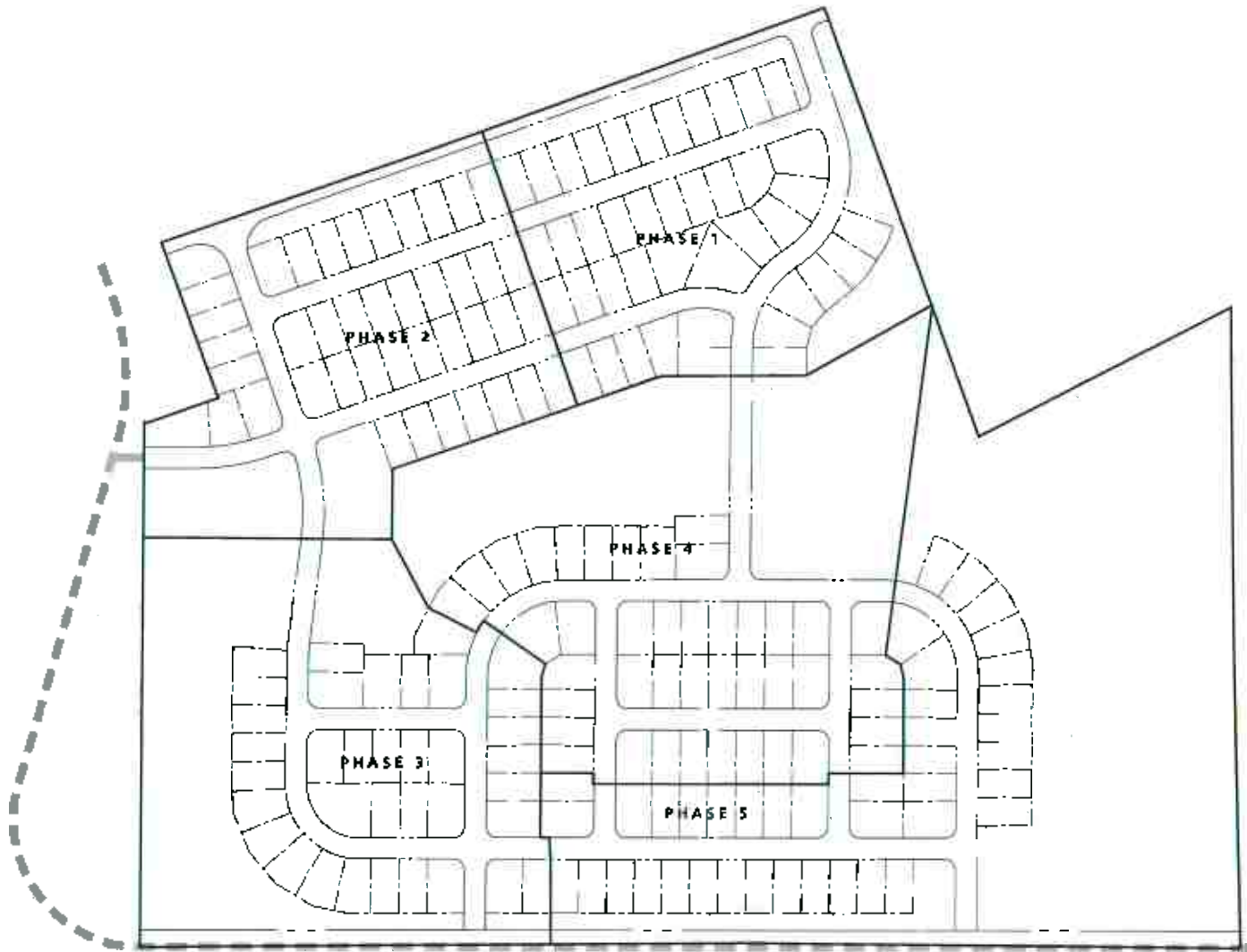
- 1. American Elm
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- 99. Yellow Pine
- 100. White Oak



EXIST MATERIALS LIST		ITEM NO.	QUANTITY	UNIT	DESCRIPTION	NOTES
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U.S. HIGHWAY 42W



NOTE:
THIS PROJECT IS INTENDED TO BE PHASED. THIS PHASING PLAN
REPRESENTS PRELIMINARY PHASING AT THIS TIME. ALL PHASING
WILL BE BASED ON MARKET DEMAND.



Date
May 24, 2019
Job No.
18263

EDGE
PLANNING • ARCHITECTURE • LAND DESIGN
330 WEST SPRING STREET, SUITE 110
COLUMBUS, OHIO 43215
614.485.8343

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR
PIONEER CROSSING

PHASING PLAN

SHEET
EXHIBIT
J



Date
May 24, 2019

Job No.
18253

EDGE
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN

330 WEST SPRING STREET, SUITE 300
COLUMBUS, OHIO 43215
614-486-3243

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR
PIONEER CROSSING

**PRODUCT
SAMPLES**

EXHIBIT
K-1



Date
May 24, 2012

Job No.
18283

EDGE

PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN

330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614-486-3343

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR

PIONEER CROSSING

**PRODUCT
SAMPLES**

SHEET
**EXHIBIT
K-2**



Date
May 24, 2019

JOB No.
18263

EDGE
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614.486.3343

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DIS TRACT REZONING
FOR

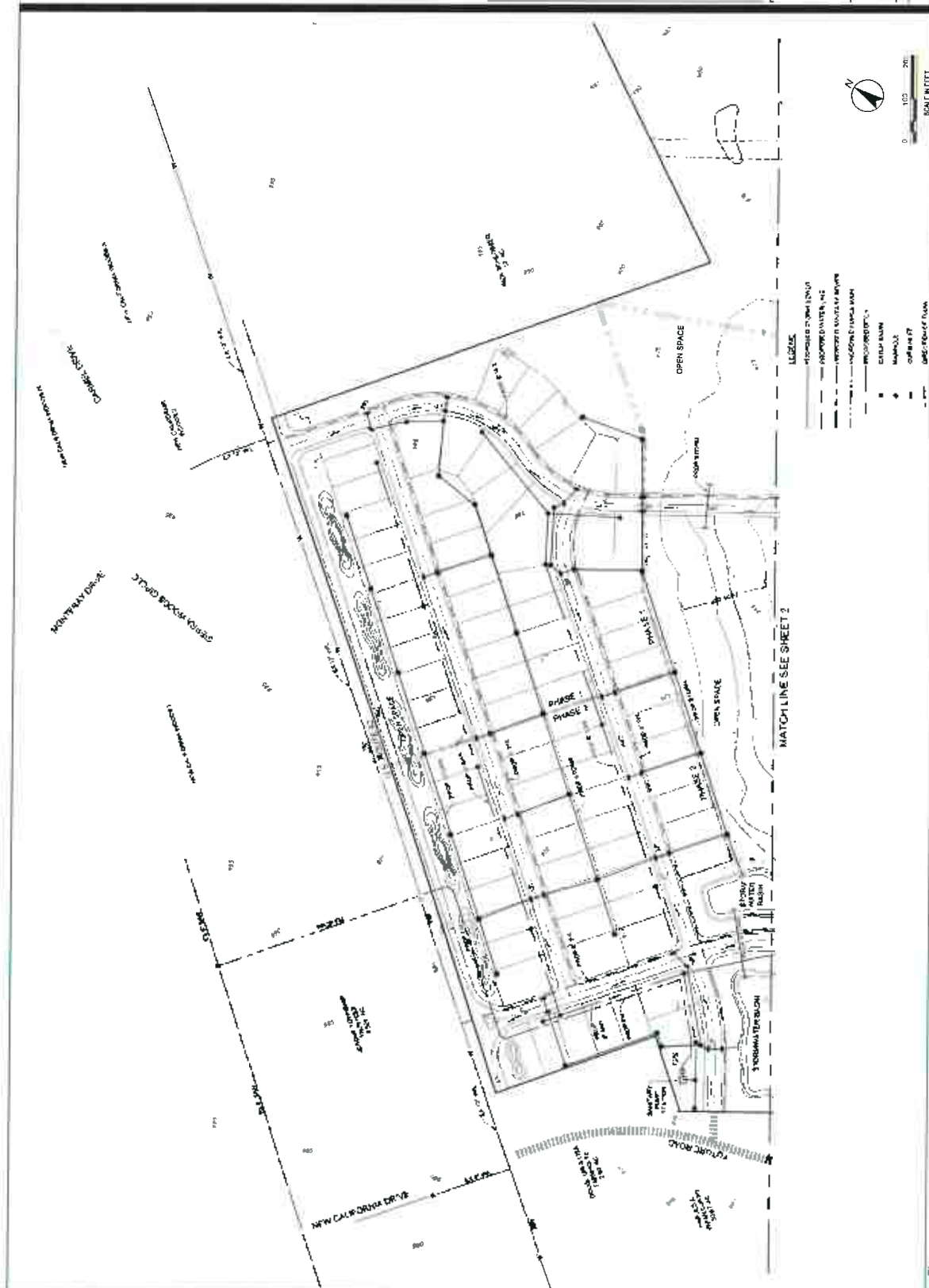
PIONEER CROSSING

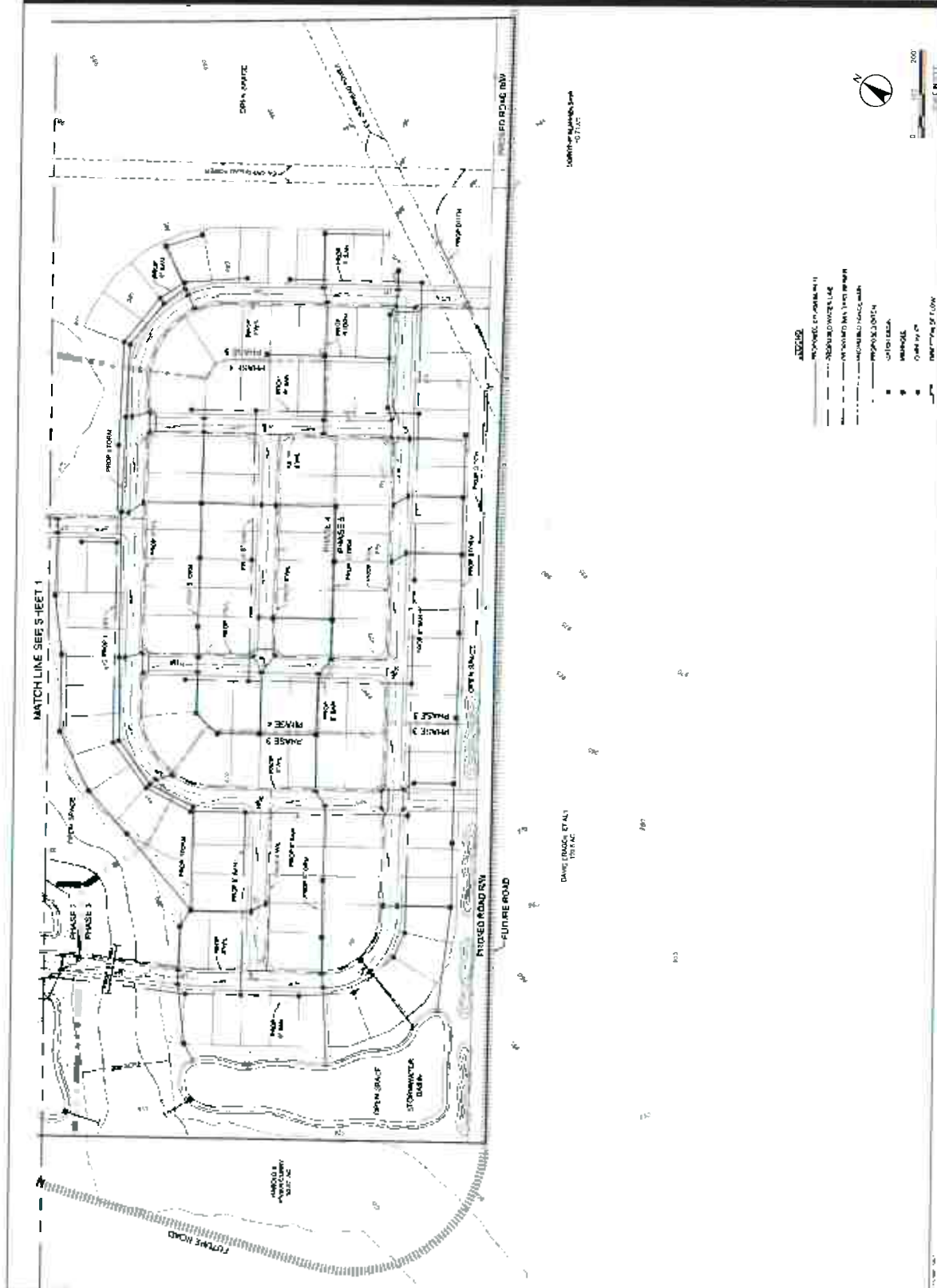
**PRODUCT
SAMPLES**

SHEET
**EXHIBIT
K-3**



Date May 24, 2019	EDGE <small>PLANNING • DESIGN • ARCHITECTURE • LANDSCAPE</small> 330 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614-486-3543	JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR PIONEER CROSSING	PRODUCT SAMPLES	<small>SHEET</small> EXHIBIT K-4
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To: Matt Callahan
Pulle Homes
File: 1734

From: Kevin Kershner
Columbus OH Office
Date: May 23, 2019

Reference: Pioneer Crossing Engineering Feasibility

Stantec has reviewed the utility availability for the proposed 100.8 acre +/- 199 lot single family development south of SR 42 and west of Industrial Parkway, Union County Ohio. The utility availability is based on an OUPS request, available online information, and discussions with the utility providers. The following is a summary of the utilities for the proposed Pioneer Crossing project.

Sanitary Sewer Service

- The project is located within the City of Marysville Sanitary Sewer Service area. The City has verified there is adequate capacity in the WWTP to service the project.
- The project will be serviced by a new pump station within the project area. Sizing of the pump station will be coordinated with the City during design of the project.

Water Service

- The project is located within the City of Marysville Water Service area. The City of Marysville has an existing 12-inch waterline located on the north side of SR 42. The City has verified the existing waterline has adequate capacity to serve the project.
- The project will connect to the existing 12-inch waterline at both drive access locations and run a looped waterline system within the development to provide service.

Storm Sewer Management

- The proposed development site has a drainage ditch flowing east to west through the middle of the property. The site naturally drains into the ditch and flows offsite to the west. The existing ditch appears to be an adequate outlet for the project drainage.
- The proposed development will include stormwater basins to meet the County and OEPA stormwater requirements. The stormwater basins are located on the west side of the project and will discharge into the existing ditch on the property.

Electric

- Electric service will be provided by Union Rural Electric. Existing electric facilities are located along SR 42 between Industrial Parkway and New California Drive. The project is within the Union Rural Electrical service area.

Gas

- Gas service will be provided by Columbia Gas of Ohio, Inc. Columbia Gas has facilities along SR 42 between Industrial Parkway and New California Drive. The project is within the Columbia Gas of Ohio, Inc. service area.

Phone

- Verizon one of the phone utility providers in the area that could provide service to the project.

Cable TV

- Time Warner Cable is one of the cable TV utility providers in the area that could provide service to the project.

Design with community in mind

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Date
May 24, 2019
Job No
18263

EDGE
PLANNING • ENGINEERING • ARCHITECTURE • URBAN DESIGN
370 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614.486.3343

JEROME TOWNSHIP, OHIO
PLANNED DEVELOPMENT DISTRICT REZONING
FOR
PIONEER CROSSING

**SERVICEABILITY
LETTERS**

**EXHIBIT
M-1**

May 23, 2019

Page 2 of 2

Reference: Pioneer Crossing Engineering Feasibility Engineering Feasibility

Road

- The Pulte project team has met with Union County and ODOT District 6 to review the preliminary site plan and develop the basis of the traffic study requirements. The Traffic Impact Study has been started and is currently in progress. The Traffic Impact Study will be sent to Jerome Township after completion of Union County and ODOT review. Below is a summary of the key points of the TIS requirements for the project.
 - o The study is to include phasing of the development and identify triggers for improvements.
 - o The following intersections will be evaluated for capacity analysis and required road improvements.
 - SR 42 & Road A,
 - SR 42 & Monterey Drive/Road B
 - o Turn lanes will be evaluated based on the criteria outlined in Section 400 of the ODOT Location and Design Manual Volume 1
 - o Site access connections along the Road C or the "potential future road" along the south and west property lines (4) will be evaluated to determine the appropriate intersection spacing.

Stantec Consulting Services Inc.



Kevin Kershner

Principal

Phone: 614 485 5037

Fax: 614 486 4387

Kevin.Kershner@stantec.com

Attachment: Attachment

c. C.C.

Design with comments in mind

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Date May 24, 2019	EDGE <small>PLANNING + LANDSCAPE ARCHITECTURE URBAN DESIGN</small> 330 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614-486-3343	JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR PIONEER CROSSING	SERVICEABILITY LETTERS	SHEET EXHIBIT M-2
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Engineering, Planning and Zoning
City Hall, 209 South Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7351
www.marysvilleohio.org

May 23, 2019

Kevin Kershner, P.E.
Stantec
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

**Subject: Borror and Collins Properties (US 42) – City of Marysville Utilities
Parcels 15-00070570000 and 29-00130121000**

Dear Kevin,

Based on the provided exhibit, there is a public sanitary sewer an appropriate size along Industrial Parkway and a public waterline along US 42 for the proposed 199 lot residential development proposed on the opposite side of the New California development on Parcels 15-00070570000 and 29-00130121000.

The exact connection location shall be located between US 42 and Kimberly Drive into our larger gravity sewer along Industrial Parkway. It is most likely that a private pump station will be needed to provide wastewater service to this development. However, the Developer's engineer shall work with the City to create a feasibility study for these parcels.

Also, our water and wastewater treatment facilities have adequate capacity to provide utility service to this development.

Due to the ongoing development within this sewershed area, additional upgrades / capacity fee surcharge may be needed for the City's downstream wastewater pump station (Pump Station #4, located on Industrial Parkway near Taylor Road). As well, there currently is a waterline capacity fee surcharge (or construction requirement) for water system (fire flow) upgrades.

Any required utility extensions or upgrades will be the sole responsibility of the Developer. Also, all utility design standards and fees (including monthly user and one-time capacity charges) for the City's Utility System can be found on our website (www.marysvilleohio.org).

Please contact us if you need additional clarification or wish to discuss this letter in further detail.

Sincerely,

Jeremy V. Hoyt, P.E.
City Engineer / Deputy Public Service Director

cc. Mike Andrako, P.E. (City of Marysville)
Scott Sheppard (City of Marysville)
Rich Felton (City of Marysville)
Bill Narducci (Union County Engineer's Office)

\\data\COMADUsers\jhoyt\Documents\New California - Utility Availability.docx

Date May 24, 2019	EDGE <small>PLANNING • LANDSCAPE ARCHITECTURE • ENGINEERING</small>	JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR PIONEER CROSSING	SERVICEABILITY LETTERS	9467 EXHIBIT M-3
Job No. 18263	330 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614-486-3343			



A NiSource Company

New Business Team
290 W Nationwide Bv, 3rd Floor
Columbus, OH 43215

May 21, 2019

Stantec
Kevin Kershner
1500 Lake Shore Dr, Suite 100
Columbus, Ohio 43204

Re: New California Site – State Route 42 and Industrial Py, Plain City, Ohio

Dear Kevin,

Thank you for wanting to choose Columbia Gas of Ohio, Inc. (COI), a NiSource Company, to serve your natural gas needs to your new proposed ranch style home community. This letter is to confirm COI has facilities along State Route 42, between Industrial Py and New California Dr, Plain City, Ohio. Although COI facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

Please note that availability is contingent upon a cost benefit analysis. If the project is not deemed economically feasible for Columbia Gas, a deposit may be necessary.

If you have any questions regarding availability, or how it is determined, please feel free to contact me at 800-440-6111 ext 3028 Monday-Friday, 8:00am to 4:30pm. Columbia Gas and I look forward to partnering with you on this and future projects.

Sincerely,


Columbia Gas of Ohio a NiSource Company
Donyel Gibson
New Business Development Manager

www.ColumbiaGasOhio.com

Date May 24, 2019 Job No. 18283	EDGE <small>PLANNING • LANDSCAPE ARCHITECTURE • LAND DESIGN</small> 330 WEST SPRING STREET, SUITE 350 COLUMBUS, OH 43215 614 486 3343	JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR PIONEER CROSSING	SERVICEABILITY LETTERS	SHEET EXHIBIT M-4
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15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
(937) 642-1826 • (800) 642-1826 • Fax (937) 644-4239
www.ure.com

Your Touchstone Energy Cooperative 

May 23, 2019

Mr. Kershner
Stantec Inc,
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Dear Kevin,

We understand that you are proposing a new residential development in Union County along State Route 42, in Jerome Township. This would consist of 200 lots of which all are in URE certified electric territory.

Union Rural Electric has the availability and capacity to serve electric to all lots in our territory. It would be our intention to serve all of the lots which fall into our territory upon a formal request from the developer and signed URE Developers Agreement.

Please let me know if you require any additional information.

Best Regards,



Beau Michael
Director, Development and Energy Services
Union Rural Electric Cooperative

<div>Date May 24, 2019</div> <div>Job No. 18263</div>	<div>EDGE <small>PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN</small></div> <div>339 WEST SPRING STREET, SUITE 350 COLUMBUS, OHIO 43215 614.486.2349</div>	<div>JEROME TOWNSHIP, OHIO PLANNED DEVELOPMENT DISTRICT REZONING FOR</div> <div>PIONEER CROSSING</div>	<div>SERVICEABILITY LETTERS</div>	<div><small>SHEET</small></div> <div>EXHIBIT M-5</div>
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EXHIBIT N-
Sample Deed Restrictions

(

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**DECLARATION OF COVENANTS
EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS
FOR
PIONEER CROSSING**

[DRAFT-Submitted for Zoning purposes only. May, 2019]

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Exhibits

Exhibit A.....Subject Property

Exhibit BAdditional Easement Areas

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR TARLTON MEADOWS

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the "**Declaration**") is made on or as of this _____ day of _____, 2015, by DEVELOPER, INC., an Ohio corporation, whose address is 475 Metro Place S., Dublin, Ohio 43017 ("**Developer**").

Background

1. Developer is the owner in fee simple of the real estate identified and described on Exhibit A, attached hereto and made a part hereof by this reference (the "**Subject Property**").
2. The Subject Property is being developed and built as a residential subdivision of lots for single-family homes known as PIONEER CROSSING (the "**Community**") and may include public or private streets, associated improvements, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.
3. Developer desires hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.
4. Developer hereby declares that all of the Subject Property shall be encumbered with the following covenants, easements, restrictions and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.
5. Further, Developer deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners' association under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community, Developer hereby declares that all of the Subject Property shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, easements, and restrictions:

1. DEFINITIONS.

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

- (a) **"Additional Easement Areas"**-- those areas, whether or not shown on the plat of the Community, which Developer has determined shall be subject to further easements for the benefit of the Community.
- (b) **"Additional Property"** -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.
- (c) **"Architectural Review Committee"** -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- (d) **"Articles" and "Articles of Incorporation"** -- the articles, when filed with the Secretary of State of Ohio, incorporating PIONEER CROSSING Homeowners' Association, Inc. (the **"Association"**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**"Chapter 1702"**).
- (e) **"Assessments"** - charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- (f) **"Association"** -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named "PIONEER CROSSING Homeowners' Association, Inc."
- (g) **"Board"** -- the Board of Directors of the Association.
- (h) **"Code of Regulations" and "Code"** -- the Code of Regulations of the Association (sometimes referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association.
- (i) **"Common Elements"** -- all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, Reserves, entranceway and community border features, detention areas, and other property designated by Developer or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners of the Lots in the Community.
- (j) **"Common Expense"** - costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.

- (k) **"Community"** or **"TARLTON MEADOWS"** -- all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Exhibit A, and which may be expanded to encompass all or any part of the Additional Property.
- (l) **"Developer"** -- DEVELOPER, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (m) **"Exempt Property"** -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.
- (n) **"Governing Documents"** -- the Association's Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, and applicable building and zoning laws and ordinances.
- (o) **"Improvements"** -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; swing-sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage features, structures and conditions; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other improvements and/or structures of every type.
- (p) **"Individual Lot Assessment"** -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.
- (q) **"Lot"** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Developer, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Community dedicated for public use.

- (r) **"Manager"** -- the person or entity retained by the Board to assist in the management of the Association.
- (s) **"Member"** -- any person or entity meeting the requirement for membership in the Association.
- (t) **"Occupant"** -- a person lawfully residing in a dwelling on a Lot, regardless of whether that person is an Owner.
- (u) **"Operating Assessments"** -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- (v) **"Owner"** and **"Lot Owner"** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding the Developer and all others having an interest merely as security for performance of an obligation.
- (w) **"Person"** -- a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.
- (x) **"Reserves"** -- one or more of the Reserves or open spaces in the Community, as delineated and shown on a recorded plat and subjected to the provisions hereof.
- (y) **"Rules"** -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time.
- (z) **"Special Assessment"** -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board.
- (aa) **"Turnover Date"** -- the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers, provided Developer reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole discretion.

2. GOALS.

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- (a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- (b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions applicable to the Community;
- (d) Compliance with all zoning and similar governmental regulations applicable to the Community; and
- (e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives.

3. THE ASSOCIATION.

3.1. Purposes.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided. The purposes of the Association are to:

- (a) To own, repair, maintain, regulate the use of, and to have easements with respect to various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Developer, and after the Turnover Date, by the Board;
- (b) administer and enforce the provisions of the Governing Documents; and
- (c) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Mandatory Membership.

Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein

subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

3.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to

which the Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

3.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof. In addition, the Board shall have the power to seek relief, including injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

3.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice.

3.8. Insurance.

- (a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage

by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

- (i) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - (iii) shall be written in the name of the Association;
 - (iv) shall not be cancelled upon less than thirty (30) days notice to the Association; and
 - (v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- (b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association.
- (c) Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) officers' and directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.

- (d) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

3.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

3.10. Books; Records.

Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. THE COMMON ELEMENTS.

Developer may, from time to time, at Developer's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including, to the extent Developer so determines, those contained herein, and all other liens and encumbrances of record or otherwise affecting the property. All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted; or (ii) as required by zoning. In addition, the Developer may also grant such easements to the Association as the Developer, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

5. ASSESSMENTS.

5.1. Types of Assessments.

Subject to the provisions of this Article, each Lot Owner, shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenants and agrees to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot.

5.2. Operating Assessments.

For the purposes of providing funds to pay:

- the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- the costs for insurance and bond premiums to be provided and paid for by the Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Developer;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

- (a) Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Developer to a home purchaser, each Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
- (b) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.
- (c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to a Lot Owner not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

5.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

5.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including attorneys' fees, incurred by the Association reasonably

determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Lot Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

5.5. Remedies.

- (a) Acceleration. If any installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.
- (b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the "prime rate" charged locally by a nationally recognized bank in the Columbus area plus five percent (5%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.
- (c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law.
- (d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the

certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

- (e) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas in the county where the Subject Property is located for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (g) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (h) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

6. MAINTENANCE.

6.1. Maintenance by Association.

Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep the Common Elements in good.

clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements situated upon the Common Elements, including but not limited to the Reserves, any open spaces, signage, entranceways, community border areas, the maintenance, repair and replacement of any Additional Easement Areas (except as provided for in 6.5 below), and the maintenance, repair and replacement of all personal property used in connection with the operation of the Association.

6.2. Maintenance by Owner.

Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components located upon that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth by the Association as provided for herein.

6.3. Right of Association to Repair Lot.

In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Developer or the Association to said Owner, and if the Board or Developer determines that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Developer may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred or, if performed by Developer, those expenses shall be reimbursed by the Owner to Developer.

6.4. Damage to Common Elements By Owner or Occupant.

In the event the need for maintenance or repair of any part of any Common Element is caused by the negligent or intentional act of any Lot Owner or Occupant, or that Person's licensees or invitees, or in the event any Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and/or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary and/or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

6.5. Additional Easement Areas.

The Additional Easement Areas shown on Exhibit B attached hereto shall be maintained as follows: [*to be determined as necessary*].

7. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

7.1. Architectural Review Committee.

The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with any zoning and building regulations and all provisions hereof.

7.2. Modifications.

Except as otherwise provided herein, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs or satellite dishes not otherwise permitted herein or by federal law, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

7.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law, including but not limited to township zoning or county building regulations; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

7.4. Improvements by Developer.

Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer, its agents, or its successors and/or assigns shall be deemed to comply in all respects with this Declaration and the requirements of the Architectural Review Committee, and the Developer, its successors and assigns, shall have the exclusive right to approve the initial construction of a residence upon any Lot even following the Turnover Date.

7.5. Liability Relating to Approvals.

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

8. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Improvements thereon shall run with the land and be binding upon the Developer and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

8.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto. Specifically, no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In

addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, such as a trailer, tent, shack, vehicle port, barn, pet dwelling including pet fenced in pet areas behind houses, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Developer or builders approved by Developer, for sales and construction management and related uses during the construction and sale of homes in the Community or home remodeling after initial construction. All homes shall comply with material standards as approved under the applicable zoning text and/or by Liberty Township or Union County for this Community and by the Architectural Review Committee.

8.2. Minimum Square Footages.

No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

8.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

8.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Developer or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

8.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Developer while marketing Lots and residences for sale; (ii) street and identification signs installed by the Association, Developer, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (iv) on any Lot, one

temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and (v) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. No signs shall be placed in the Common Elements.

8.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Architectural Review Committee.

8.7. Nuisances.

No noxious or offensive trade or activity shall be permitted on any property in the Community or within any dwelling located on any Lot. No soil shall be removed for any commercial purpose.

8.8. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a "home office" use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable Liberty Township regulations; (ii) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or correspond in or from a residence; and (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and by builders and developers as approved by Developer, in its sole discretion, until

dwelling have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

8.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction or remodeling of homes on the Lots.

8.10. Hotel/Transient Uses.

No Lot or Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

8.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot in the Community (except in the attached garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible

location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

8.12. Trash.

Except for the reasonably necessary activities of Developer during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

8.13. Antennae.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on a Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. Notwithstanding the foregoing, roof-mounted satellite dishes are to be limited to the maximum extent possible by law.

8.14. Utility Lines.

All new utility lines in the Community shall be underground, subject only to the exceptions required by governmental authorities having jurisdiction, utility companies, Developer, and the Board.

8.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Developer's sales trailer.

8.16. Street Tree.

Developer may designate one or more trees as deemed necessary by Developer along the street in front of each Lot at a ratio of 1 tree per 40' on center as a "street tree". If Developer determines to designate street tree(s) then each Lot Owner agrees to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper greater than or equal to 2".

8.17. Mailbox.

Developer may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street

numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

8.18. Yard Lights and Lamp Posts.

All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee. If a yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamppost, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

8.19. Fencing.

No perimeter fencing shall be allowed on any Lot. Fencing may be permitted for privacy around decks, patios, hot tubs, etc., and shall not exceed 42 inches in height, but may be required to include landscaping screening where utilized by the Architectural Review Committee. No chain link and no wire fencing shall be permitted. Fence posts may be no higher than 6 inches above the top rail, with the exception of fencing around swimming pool which shall be a minimum of 54 inches in height. Fences shall be at least 50% open. Pool fencing may be aluminum or wrought iron and must comply with applicable Township and County Codes. The Developer may install fencing as part of entry feature improvements and landscape buffering and/or screening along adjacent properties, which shall be maintained by the Association.

8.20. Swimming Pools/Hot Tubs.

No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub that is properly screened. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Section 8.19 to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

8.21. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or Liberty Township in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

8.22. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) outdoor clotheslines;
- (b) window air conditioning units on any window facing a street;
- (c) wind turbines or similar wind-powered energy generating equipment;
- (d) solar panels

9. EASEMENTS AND LICENSES.

9.1. Easement of Access and Enjoyment Over Common Elements.

Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

9.2. Right of Entry for Repair.

The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of exercising the Association's rights, or performing the Association's obligations as set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or any Rule, or to maintain, repair, and replace the Common Elements and/or Additional Easement Areas, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of an emergency.

9.3. Easement for Utilities and Other Purposes.

The Board or Developer may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Developer may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

9.4. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

9.5. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights 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 rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

10. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

11. MISCELLANEOUS.

11.1. Term.

The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

11.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation

reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

11.3. Amendments.

Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Developer may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such Additional Property is part of the Community. An amendment hereby made by Developer shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the County Recorder of the County in which the Community is located.

11.4. Developer's Rights to Complete Development.

Developer shall have the unrestricted right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community, in compliance with Township regulations. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer; (ii) construct, alter, remodel, demolish, replace, or use any Improvements on any Common Elements or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (iii) require Developer to seek or obtain the approval of the Association or the Architectural Review Committee for any activity or Improvement on any Common Elements or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

11.5. Mortgagee Rights.

A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) Any proposed amendment of this Declaration;
- (b) Any proposed termination of the Association; and
- (c) Any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days following the date a notice describing a default is sent to an Owner.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

11.6. Indemnification.

The Association shall indemnify, defend and hold every Officer, Director, and agent of the Association harmless against any and all claims, liabilities, and expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer, Director, or agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or

having been an Officer, Director, or agent. The Officers, Directors, and agents of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers, Directors, and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer, Director, and agent free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer, Director, or agent, or former Officer, Director, or agent may be entitled by law or the provisions of any other Governing Document.

11.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

11.8. Severability.

If any article, section, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

11.9. Enforcement; Waiver.

Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

11.10. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery, or posting at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in

writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

11.11. Exhibits.

The Exhibits hereto are a part of this Declaration as if set forth in full herein.

11.12. Construction.

In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

11.13. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

11.14. Additional Disclosures.

[to be determined as necessary]

IN TESTIMONY WHEREOF, Developer has caused the execution of this Declaration on the date first set forth above.

DEVELOPER, INC.,
an Ohio corporation

By: /DRAFT/

STATE OF OHIO :
 :
COUNTY OF UNION :

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by

_____, _____ of DEVELOPER, Inc., an Ohio corporation on behalf of that corporation.

Notary Public

This instrument prepared by:
Thomas L. Hart, Esq.
ISAAC WILES BURKHOLDER & TEETOR LLC
Two Miranova Place, Ste. 700
Columbus, OH 43215
(614) 221-2121

EXHIBIT A
SUBJECT PROPERTY

EXHIBIT B
ADDITIONAL EASEMENT AREAS

EXHIBIT O-
Sample Homeowners Association Guidelines

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CODE OF REGULATIONS
(BYLAWS)
OF
PIONEER CROSSING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE.

Section 1.01. The name of this Ohio nonprofit corporation shall be Pioneer Crossing Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for Pioneer Crossing Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as "Pioneer Crossing" or as the "Subdivision." The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

ARTICLE II

MEMBERS AND VOTING.

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot that has been subjected to the provisions of the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for Pioneer Crossing to which this document is attached, and any amendments thereto (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "Member" of the Association. "Owner," as used herein, as well as in the Declaration, means and includes the record owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases

to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in the Subdivision shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Pulte Homes of Ohio LLC, a Michigan limited liability company, the Declarant under the Declaration (hereinafter, together with its successors and assigns, the "Declarant"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time Pioneer Crossing has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant (the "Turnover Date"). At such time as Declarant elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. If more than one of such Owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the Lot. If only one such person or entity attends a meeting, votes or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken

or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Declarant, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors"), or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required or held prior to the Declarant's relinquishment of control of the Association.

Section 3.02. Following the relinquishment of control of the Association by the Declarant, special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the Persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the Persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery

or by mail not more than sixty (60) nor less than five (5) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken up on the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less

than a majority of the voting power of the Members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than a majority of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any transmission by authorized communications equipment (including e-mail) that contains an affirmative vote or approval of a Member is a signed writing for purposes of this section. The date on which that transmission by authorized communications equipment is sent is the date on which the writing is signed. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Declarant, members of the Board of Directors must be Members of the Association. Before the relinquishment of control of the Association by the Declarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion.

Subsequent to the relinquishment of control of the Association by the Declarant, the Board of Directors shall consist of three individuals who shall each be Members of the Association.

Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall serve until the end of the next following annual meeting of Members. Beginning with the first annual meeting following the turnover of control, Directors elected thereafter shall serve one year terms, terminating at the end of the next annual meeting thereafter. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns. If any member of the Board of Directors appointed by the Declarant vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the Declarant.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director can hear or read in real time and participate and respond to every other Director.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly

come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Member of the Association, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Member to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association. . Any transmission by authorized communications equipment (including e-mail) that contains an affirmative vote or approval of a Member is a signed writing for purposes of this section. The date on which that transmission by authorized communications equipment is sent is the date on which the writing is signed.

Section 4.09. The Board of Directors may employ or engage the services of a Manager and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board of Directors may delegate to any such Manager, person, firm or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, and this Code of Regulations, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations or Articles of Incorporation, and without

limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

- a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations and Articles of Incorporation;
- b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements;
- e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon;
- g) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty days for each infraction of published rules and regulations or of any provisions of the Declaration);
- h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors;
- i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Subdivision;

m) purchase and cause the Association to hold title to real property; and

n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners;

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

d) cause an annual budget to be prepared, and amendments thereto as needed;

e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments at least annually;

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

g) procure and maintain insurance and bonds as provided in the Declaration, and as the Board of Directors deems advisable;

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

i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Vice-President to perform the duties of the President in the event of the President's absence or disability and to perform such other duties as may be assigned to him or her by the Board.

Section 5.04. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of

Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.06. The Board of Directors may create a committee or committees of directors. Each committee shall be composed of not less than one (1) Director, shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any Director, officer or employee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for

profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. The Association may indemnify any agent or volunteer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was an agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, he or she had not reasonable cause to believe his or her conduct was unlawful. The Association's decision to provide indemnification under this Section 6.02 presumes that the Association believes the agent or volunteer, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption. Such decision shall be made in any of the following manners: (a) by a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding in question, or (b) by the members of the Association by majority vote.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

a) the Association shall not indemnify any Director, officer, employee, agent or volunteer of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a trustee, director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the Subdivision or development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.03.

Section 6.04. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any Director, officer or employee of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 6.05. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any agent, or volunteer of the Association, who the Association has decided to indemnify under 6.02, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.02, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.06. Any indemnification required under Section 6.01 or approved by the Association under 6.02 and not precluded under Section 6.03 shall be made by the Association only upon a determination that such indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Sections 6.01 and 6.02, as applicable. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of a county where all or any part of the Subdivision or development is located, or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 6.06 at any time; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.06 shall be evidenced in rebuttal of the presumption recited in Section 6.01 or the determination of the Association in Section 6.02. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.06 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of a county where all or any part of the Subdivision or development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.07. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

- a) if it shall ultimately be determined as provided in Section 6.04 that the individual is not entitled to be indemnified by the Association as provided under

Section 6.01 (for Directors, officers or employees), or 6.02 (for agents or volunteers); or

b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the Subdivision or development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 6.08. The indemnification provided by this Article VI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrator of such individual.

Section 6.09. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VI. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 6.10. For purposes of this Article VI, and as examples and not by way of limitation:

a) An individual claiming indemnification under this Article VI shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01 or Section 6.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01 or Section 6.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with

or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

b) References to any "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VI; and

c) The term "volunteer" shall mean an agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VI, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 6.11. Any action, suit or proceeding to determine a claim for indemnification under this Article VI may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of a county where all or any part of the Subdivision or development is located. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of a county where all or any part of the Subdivision or development is located in any such action, suit or proceeding.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. Until such time as the Declarant elects to relinquish its voting right under Section 2.02, this Code of Regulations may be amended by the unanimous consent of the Board of Directors. Any amendment to the Code of Regulations adopted by the Board shall be filed and recorded in the office of the recorder of the county or counties in which any part of the Subdivision or development is located within sixty days after the date of adoption of the amendment.

Section 8.02. After the Turnover Date, this Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Members.

Section 8.03. Any amendments to this Code of Regulations shall be recorded in the office of the recorder of the county or counties in which the planned community is located within sixty days after the date of adoption of the amendment as required by law.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Subdivision or development.

ARTICLE X

MISCELLANEOUS

Section 10.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

EXHIBIT P-
Traffic Impact Study

To: Bill Narducci
Union County Engineer
File: SoCal Woods

From: Kevin Kershner
Columbus OH Office
Date: May 21, 2019

Reference: SoCal Woods Traffic Impact Study

Pulte Homes is in the process of rezoning 100.8 +/- acre property south of US Rt. 42 and west of Industrial Parkway. Once rezoned, 199 single-family detached homes will be constructed. As a part of the rezoning process Union County and Jerome Township require a Traffic Impact Study to be completed for the project. The Pulte project team has met with Union County and ODOT District 6 to review the preliminary site plan and develop the basis of the traffic study requirements. Below is a summary of the key points of the TIS requirements for the project.

1. The study is to include phasing of the development and identify triggers for improvements.
2. The following intersections will be evaluated for capacity analysis and required road improvements:
 - a. US Rt. 42 & Road A,
 - b. US Rt. 42 & Monterey Drive/Road BTurn lanes will be evaluated based on the criteria outlined in Section 400 of the ODOT *Location and Design Manual Volume 1*.
3. Site access connections along the Road C or the "potential future road" along the south and west property lines (4) will be evaluated to determine the appropriate intersection spacing.

Project traffic volumes for this study will be based on trip generation estimates using the Institute of Transportation Engineers (ITE), *Trip Generation – the 10th Edition (2017)*. Land Use Code 210 (Single-Family Detached Housing) will be used to estimate the trip generation potential. Project traffic will be distributed based on existing traffic patterns.

Traffic data at the intersections listed in Bullet 2 will be obtained from existing ODOT and Union County data.

Study analysis will be undertaken for the AM peak-hour and PM peak-hour periods for the opening year plus 10 years using a 1% straight line growth rate.

Stantec Consulting Services, Inc.



Kevin Kershner
Principal

Phone: 614 485 5037
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Kevin.Kershner@stantec.com

Attachment: Attachment

c. Matt Crim



ORIGINAL SHEET - ANSI A

Client/Project
PULTE HOMES
SOCAL WOODS

Figure No.
1.0
Title

PRELIMINARY SITE EXHIBIT



1500 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
www.stantec.com



Zoning & Subdivision Committee
Thursday, June 13, 2019

The Zoning and Subdivision Committee met in regular session on Thursday, June 13, 2019 at 12:46 pm at the LUC East Liberty Office.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Wes Dodds, Charles Hall, Heather Martin, Bill Narducci, Tammy Noble for Vince Papsidero, Tom Scheiderer, and Aaron Smith. Absent members were Scott Coleman, Ron Todd for Chad Flowers, Steve McCall, and Jeff Stauch.

Guests included: Mark Spagnuolo, Jerome Township, Greg Chillog, EDGE; Tom Hart, IW Law.

Wes Dodds chaired the Zoning & Subdivision Committee Meeting.

Andy Yoder moved a motion to approve the minutes from the April 11, 2019 meeting as written and Charles Hall seconded. All in favor.

1. Review of Jerome Township Parcel Amendment from RU/LR to PD – (Union County) – Staff Report by Aaron Smith
 - Charles – Where is the entrance and exit to that development?
 - Tom Hart – Gave further explanation. West is in/out only.
 - Charles – Have you had any conversation about what is going to take place on Route 42?
 - Tom Hart – We ran this by ODOT along with the county engineer and had them take a look at it. Tom explained further in relation on a map that was displayed. There is potential for a relief road.
 - Charles – There's no road right there.
 - Bill – We met with ODOT and the development team to discuss access. The thoroughfare plan shows that new road to provide some relief to 42. We threw around some options but nothing concrete. We're pleased to see it's incorporated but it's not going to be constructed with this project. Our biggest concern is the way the access points are not lined up across California drive. We understand the development does not control that residential piece, I believe they've reached out to them and unsuccessfully, which is resulting in in/out. That's going to be something that ODOT has approval over. My recommendation is that it's a temporary right in/right out. If ODOT approves the access, how is that going to look? Maybe some kind of cul-de-sac is created. Just to eliminate and have a stub against 42 is



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Director: Bradley J. Bodenmiller

- not going to be a good solution. I ask that the development team take a look at that if approved by ODOT. Not happy about the job and the alignment with the fire department.
- Charles – What I was getting at, ODOT is looking at a four-lane highway going through there. I don't know how far it's going but I imagine it would come close, if not past.
 - Greg Chilog - That is the reason we had a meeting with ODOT. That project ends at the east of our property. The way we see it, that's outside the project.
 - Bill – It will end just east of that access. The long term is a four-lane at a minimum. There's some right of way dedication. Some request to dedicate additional right of way.
 - Charles – Regarding the playground behind the fire station, I wouldn't have any of my kids walk across 42 to play at a park. I would think that wouldn't even be considered, in my opinion. With what's across the street, that's going to be a lot of traffic.
 - Greg Chilog – We agree. Our intention would probably be to make connections to the east of us. We may offer a wooded area to the township.
 - Tammy – If you do that, is it still considered open space?
 - Greg Chilog – absolutely, it's publicly owned.
 - ? – If not, then it would just be privately owned woods
 - Tammy – That parcel is fairly wooded; how much destruction is going to happen?
 - Greg Chilog – 6-8 acres.
 - Tammy – Are you required to assess?
 - Greg Chilog – Under the Darby Accord we're required to assess and replace.
 - Bill – Looking through the support documentation there's a reference to a new pump station. Do you know where that will be located? Or the plan is to put one there? Would it be located on the property or part of a more regional collection?
 - Greg Chilog - I believe it will be more of a regional solution, not on this property.
 - Bill – The roadway collection, the collector roadway. The property that abuts industrial parkway and is adjacent to this piece on the east, it's in probate. Mark Spagnuolo reached out to the county to make us aware, we were exploring options to know this was our best option to acquire the property. I understand that you're acquiring that property?
 - Tom Hart - We're trying. It would help facilitate the west-east connection road.
 - Bill – If that happens, how will that change the layout?
 - Greg Chilog - It wouldn't change the layout.
 - Tammy – For the right in/right out – do you put signs?

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- Bill – We like to install a median to physically prevent that but it's not our property. We'd have the appropriate signage
- Tom Hart – from our perspective, the purpose is to provide fire access. At this point we have one access point and we need to serve more than 30 lots. If we can come up with another solution.
- Greg Chilog – sometimes change when development happens.
- Tyler – is there a need for turn lanes on 42?
- Andy Yoder moved a motion to recommend approval with modifications of the Jerome Township Parcel Amendment from RU/LR to PD in accordance with the staff report and Tyler Bumbalough seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:27 pm with Andy Yoder moving a motion to adjourn. All in favor.

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