



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

## Zoning & Subdivision Committee Tuesday, May 10, 2011 1:30 pm

Start Time: \_\_\_\_\_

- Minutes from last meeting of April 14, 2011  
1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_
- 1. Review of Longview Cove Final Plat Submittal (Logan County) – Staff Report by Jenny Snapp
- 2. Review of Zoning Text Amendments to Union Township (Champaign County) with the addition of Small Wind Energy Systems – Staff Report by Wes Dodds.
- Adjourn End Time: \_\_\_\_\_  
1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

### Members:

Scott Coleman – Logan County Engineer  
Greg DeLong – Marysville Planning  
Charles Hall – Union County Commissioner  
Jeff Stauch – Union County Engineer  
Paul Hammersmith – Dublin Engineer  
Fereidoun Shokouhi – Champaign County Engineer  
Brad Bodenmiller – Urbana Zoning  
Robert A. Yoder – North Lewisburg Administrator  
Jenny Snapp – LUC  
Wes Dodds – LUC  
Heather Martin – LUC

### Guests:



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
May 12<sup>th</sup>, 2011

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### UNION TOWNSHIP (CHAMP. CO.) TEXT AMENDMENT – SMALL WIND PROJECTS LESS THAN 5MW

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**APPLICANT:** Union (Champ. Co.) Township Zoning Commission

**REQUEST:**

- ✓ The Union Township (Champ. Co.) Zoning Commission has submitted proposed zoning text amendments regarding Small Wind Projects Less than 5MW for review.

**STAFF ANALYSIS:**

- ✓ The Union Township (Champ. Co.) Zoning Commission has drafted zoning text for Small Wind Projects Less than 5MW which is based largely on the model text from LUC.
  - **DEFINITIONS-** The definitions in the proposal from Union Township are the same as the definitions in the LUC model text with two exceptions:
    - **Clear Fall Zone** - This definition includes the words "*and will not intrude onto a neighboring property.*" at the end of the definition. Staff does not feel this wording changes the meaning or intent of the definition and has no problems with this.
    - **Wind Turbine or Wind Power Generating Facility** – This is a definition that is not included in the LUC model text. This definition describes the entire turbine unit and its components. Staff has no problems with this definition being included.
  - Union Township states that this all of the text regarding Small Wind Projects less than 5MW should be incorporated into *Article X Supplementary District Regulations*. However, no specific section number is listed for this text.



- Union Township has chosen to allow Small Wind Projects Less than 5MW as a permitted use in all districts in accordance with the proposed zoning text.
- Union Township will allow turbines up to 150 feet tall. LUC's model text lists a maximum height of 125 feet.
- **SETBACKS**
  - Union Township is proposing a setback of 1.2 times the height of the wind turbine. LUC's model text calls for a 1.1 times the height setback. The text from Union Township also uses language regarding the recommended setback from the Manufacturer, whichever is greater. Staff has no problem with these changes.
  - Clear Fall Zone – Also in the setback language, a clear fall zone is called for which is consistent with LUC model text. However the proposal from Union Township also includes inhabited structures on the parcel on which the turbine is located in the clear fall zone. Staff feels that the Township should reconsider this requirement as some turbines providing power for a home may be required to be located in such a manner that they would be close to the primary structure on the parcel. Staff feels that zoning text that protects inhabited structures not on the primary parcel is adequate. However, if the township chooses to keep this language, they should ensure the definition of "Clear Fall Zone" matches what is stated in the text.
- **MAINTENANCE**
  - The proposed language from Union Township states that a Wind Turbine will be considered abandoned when it ceases transmission of electricity for 90 consecutive days. The LUC model text makes this same statement, using 30 days as the determining factor. Staff has no problems with this change.
  -



### ○ PERMITS

- **LETTER "B"** – This makes the statement that the applicant should provide the location of all local airports in contiguous townships. This language should be clarified that the location of local airports within Union Township are required as well.
- Steps 3 and 4 from the LUC model text have been combined into one requirement regarding the site drawing and the setbacks. Staff has no problems with this.

### STAFF RECOMMENDATIONS:

- ✓ Staff recommends **APPROVAL** of the proposed zoning text in Union Township Champaign County, with the incorporation of staff comments.

### ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:



April 11, 2011

LUC Regional Planning Commission  
Ms. Jenny Snapp  
9676 E. Foundry St.  
East Liberty, OH 43319

Dear Ms. Snapp:

At the Union Township Zoning Commission meeting on Wednesday, April 6, the zoning commission decided they did not want any changes for their zoning map and they adopted "Small Wind Projects less than 5MW." See enclosed pages.

Copies of the resolutions will be available to the public at the North Lewisburg Library Branch, the Mechanicsburg Public Library and the Champaign County Public Library.

The hearing for the "Small Wind Projects less than 5MW", will be on May 11, 2011 at the Union Township Building at 3081 Harper Road, Mutual, at 7 pm.

If there are any questions please call me at 937/653-8964

Sincerely,

A handwritten signature in dark ink, appearing to read "Ken Davis", is written over a horizontal line.

Ken Davis, Secretary

Cc: Ohio Director of Transportation  
Union Township Trustees  
Union Township Appeals Board  
Union Township Zoning Commission Members  
Jane Napier Assistant Champaign County Prosecutor

April 30, 2011

3892 Dowds Drive  
Urbana, OH 43078

LUC Regional Planning Commission  
Jenny Snapp, Director  
P.O. Box 219  
East Liberty, OH 43319

Dear Jenny:

We changed our public hearing to Wednesday, May 18, Union Township Building in Mutual at 7 pm. Our legal notice and press releases will be changed, and all township officials will be notified. Vicki House, our township clerk, will mail a check to LUC to cover your processing fee for these proposed residential wind turbines regulations.

Enclosed is your requested check off sheet.

Will you kindly present this to your board? Thanking you in advance for your consideration.

Sincerely,



Kenneth Davis, Secretary  
Union Township Zoning Commission  
937/653-8964

cc: Union Township Zoning Commission  
Union Township Zoning Appeals Board  
Union Township Trustees  
Vicki House, Union Township Clerk  
Jane Napier, Assistant County Prosecutor

May 2, 2011

3892 Dowds Drive  
Urbana, OH 43078

LUC Regional Planning Commission  
Jenny Snapp, Director  
P.O. Box 219  
East Liberty, OH 43319

Dear Jenny:

Our check off sheet for this public hearing on May 18<sup>th</sup> for wind turbines under five megawatts is included.

On April 6, the Union Township Zoning Commission passed a motion to not change any of the zoning areas for Union Township in Champaign County. Could you please update your website to reflect this approved date?

Will you kindly present this to your board? Thanking you in advance for your consideration.

Sincerely,



Kenneth Davis, Secretary  
Union Township Zoning Commission  
937/653-8964

cc: Bill Runyan, Chairman  
Jane Napier, Assistant County Prosecutor



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

## Zoning Text Amendment Checklist

Date: 5/2/11

Township: Union Twp - Champaign County

Amendment Title: Regulation Under 5 megawatts for Wind Turbines

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

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

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

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

Revision: Initial, 8/2009

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

• Phone: 937-666-3431 • Fax: 937-666-6203  
• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)

**UNION TOWNSHIP TRUSTEES**  
CHAMPAIGN COUNTY, OHIO

SECURITY NATIONAL BANK  
URBANA, OHIO  
DEPOSITORY OF SAID TOWNSHIP

04521

$\frac{56-730}{422} 1$

AMOUNT	WARRANT NO.	DATE
\$375.00	4521	05/02/2011

PAY

\*\*\*\*\*375\*DOLLARS 00 CENTS

TO  
THE  
ORDER  
OF

Logan-Union-Champaign  
Reginal Planning Commission  
P.O. Box 219  
East Liberty OH 43319

TOWNSHIP  
TRUSTEES

*Jamie Hawkworth*  
*[Signature]*  
*[Signature]*  
*[Signature]* Fiscal Officer

hereby certify that the amount required to meet the contract agreement obligation payment, or expenditure for the above, was lawfully appropriated for such purpose and was in the treasury or in the process of collection to the credit of the appropriate fund(s) free from any previous encumbrances or obligation.

⑈004521⑈ ⑈042207308⑈ 01 015 4⑈

**UNION TOWNSHIP** CHAMPAIGN COUNTY, OHIO

Warrant #	4521
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DATE

04521

05/02/2011

Quantity  
3.00

Units

Description

hours Review of Zoning Text Amendments

Unit Price

\$125.000

Item Total

\$375.00

Logan-Union-Champaign

\$375.00

Security features are included. Details on back.

## **Small Wind Projects less than 5MW – Union Township, Champaign County**

### **Add to DEFINITIONS - ARTICLE II:**

**Accessory Structures:** Structures such as sheds, storage sheds, pool houses, unattached garages, and barns.

**Anemometer:** An instrument that measures the force and direction of the wind.

**Clear Fall Zone:** An area surrounding the wind turbine unit into which the turbine and -or turbine components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing turbine failure that shall remain unobstructed and confined within the property lines of the primary parcel where the turbine is located. The purpose of the zone being that if the turbine should fall or otherwise become damaged, the falling structure will be confined to the primary parcel and will not intrude onto a neighboring property.

**Cowling:** A streamlined removable cover that encloses the wind turbine's nacelle.

**Decibel:** A unit of relative loudness equal to ten times the common logarithm of the ratio of two readings. For sound, the decibel scale runs from zero for the least perceptible sound to 130 for sound that causes pain.

**Nacelle:** Sits atop the tower and contains the essential mechanical components of the wind turbine to which the rotor is attached.

**Primary Structure.** For each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary structures include structures such as residences, commercial buildings, hospitals, and day care facilities. Primary structures exclude structures such as hunting sheds, storage sheds, pool houses, unattached garages, and barns.

**Professional Engineer.** A qualified individual who is licensed as a Professional Engineer in the State of Ohio.

**Megawatt (MW):** A unit of power, equal to one million watts.

**Small Wind Project:** Any wind project less than 5MW which includes the wind turbine generator and anemometer.

**Wind Turbine or Wind Power Generating Facility (WPGF).** The structure that consists of a tower, nacelle, cowling, turbine, rotor and ancillary mechanical and electrical components for the purpose of electricity generation from wind.

**Wind Power Turbine Owner.** The person, persons, or entity who owns the wind turbine structure.

**Wind Power Turbine Tower.** The support structure to which the turbine and rotor are attached.

**Wind Power Turbine Tower Height.** The distance from the rotor blade at its highest point to the top surface of the ground at the Wind Power Generating Facility (WPGF) foundation.

**Add to SUPPLEMENTARY DISTRICT REGULATIONS - ARTICLE X:**

**Section Small Wind Projects less than 5MW**

Wind Projects of 5MW or more shall be required to submit an application with the Ohio Power Siting Board (OPSB) at the Public Utilities Commission of Ohio (PUCO) and are required to meet OPSB regulations. Small Wind Projects less than 5MW and used solely for Agriculture will be exempt from these zoning regulations as an Agricultural Use. Any proposed construction, erection, or siting of a small wind project less than 5MW including the wind turbine generator or anemometer or any parts thereof shall be a Permitted Use in all Union Township Zoning Districts if the following conditions are met:

I. Requirements

- A. The maximum height of any turbine shall be 150 ft. For purposes of this Resolution, maximum height shall be considered the total height of the wind power generating facility including the tower, and the maximum vertical height of the wind turbine's blades. Maximum height therefore shall be calculated by measuring the length of a prop at maximum vertical rotation to the base of the wind turbine tower.
- B. Setbacks: the following shall apply in regards to setbacks.

Any turbine erected on a parcel of land shall be setback 1.2 times the height of the wind turbine tower or the manufacturer's recommended setback, whichever is greater, to establish a "clear fall zone" from all road right-of-way lines, overhead utility lines, neighboring property lines, and any inhabited structures on the parcel intended for the wind turbine. A wind turbine shall be erected and placed in such a manner that if it were to fall, whatever direction the fall occurs would be contained solely on the property where the wind turbine is located at and would not strike any inhabited structures.

C. Maintenance

Wind turbines must be maintained in good working order. The owner shall within 30 days of permanently ceasing operation of a wind turbine, provide written notice of abandonment to the Zoning Inspector. An unused wind turbine or small wind project may stand no longer than 12 months following abandonment. All costs associated with the demolition of the wind turbine and associated equipment shall be borne by the owner. A wind turbine is considered abandoned when it ceases transmission of electricity for 90 consecutive days. Wind turbines that become inoperable for more than 12 months must be removed by the owner within 30 days of issuance of zoning violation. Removal includes removal of all apparatuses, above ground supports, and or other hardware associated with the existing wind turbine.



D. Decibel Levels

Decibel levels shall not exceed those provided by the manufacturer as requested in II. Permits, C.2.e.

E. Wiring and electrical apparatuses:

All wires and electrical apparatuses associated with the operation of a wind turbine unit shall be located underground and meet all applicable local, state, and federal codes including the County Building Regulations and Residential Building Code of Ohio.

F. Warning Signs:

Appropriate warning signs to address voltage shall be posted as required by the National Electric Code.

G. Building Permits:

All Small Wind Projects and parts thereof shall obtain all applicable Building Permits from the State of Ohio and the Champaign County Building Regulations Department where required.

II. Permits

- A. A zoning permit shall be required before construction can commence on an individual wind turbine project.
- B. As part of the permit process, the applicant shall inquire with the County Building Regulations Department as to whether or not additional height restrictions are applicable due to the unit's location in relation to any local airports in contiguous townships.
- C. Applicant shall then provide the Township Zoning Inspector with the following items and or information when applying for a permit:
  1. Location of all public and private airports in relation to the location of the wind turbine.
  2. A report that shows:
    - a. The total size and height of the unit.
    - b. If applicable, the total size and depth of the unit's foundation structure, as well as soil and bedrock data.



- c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.
  - d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.
  - e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.
- 3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, overhead utility lines, and neighboring property lines. In addition, the site drawing should include evidence of established setbacks that meet the "clear fall zone."
  - 4. A maintenance schedule as well as a dismantling plan that outlines how the unit will be dismantled shall be required as part of the permit.



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
May 12, 2011

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### LONGVIEW COVE FINAL PLAT

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**APPLICANT:**

James David Duff  
9101 S.R. 117, P.O. Box 305  
Huntsville, OH 43324

William Simms @ Longview Cove Group  
7575 McEwen Road  
Dayton, Ohio 45459

**REQUEST:**

Approval of the Longview Cove Final Plat

**LOCATION:**

Located on the northern side of County Road 38 and across from Township Road 38 in Richland Township, Logan County.

**STAFF ANALYSIS:**

The proposed Final Plat is a residential subdivision with lake access consisting of 52 Single Family Home Residential Lots located on 25.420 Acres with a community lot with a swimming pool, clubhouse and a boat loading dock (for owners & guests only). A 5.186 acre wetlands area is being preserved as open space. The streets will be privately constructed, owned and maintained. A series of new channels will provide boat access from each property to Indian Lake.

The Preliminary Plat for the Longview Cove Subdivision was **conditionally approved** by the LUC Executive Committee on November 12<sup>th</sup>, 2009. There were several conditions of approval, including addressing all comments received from reviewing agencies and outlined in the LUC Staff Report.

The Final Plat was originally submitted in March of 2011. The Final Plat



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

was denied at that time due to numerous outstanding issues.

## REVIEWING AGENCY COMMENTS:

- **Logan County Engineer's Office**
  - Per the letter of review dated May 4, 2011, the Logan County Engineer's Office has stated that the developer has sufficiently addressed comments from the original review dated March 7, 2011.
- **Logan County Map Room**
  - Per an email sent from Suzie Yoesting at the Logan County Map Room dated March 7, 2011, the Final Plat at that time met Logan County Conveyance Standards. The May version of the Plat would not have affected that review.
- **Logan County Soil & Water Conservation District**
  - As of May 9, 2011, no comments from Logan County Soil & Water Conservation District. Left a message for Steve Searson on May 6, 2011 to verify that he has no further concerns. In the March 2011 review of the Final Plat, Steve Searson indicated that he had no concerns.
- **Logan County Health Department**
  - In an email dated May 6, 2011, Craig Kauffman has indicated that the Logan County Health District is satisfied with the resubmitted Final Plat.
- **Logan County Water Pollution Control District**
  - Per an email received from Garis Pugh at Logan County Water Pollution Control dated May 5, 2011, they are fine with the resubmitted Final Plat.
- **Ohio EPA**
  - EPA permits have been issued per correspondence from the Ohio EPA dated April 1, 2011 and as attached.
- **Indian Lake Watershed Project (ILWP)**
  - Received an email from Vicky Boots, Watershed Director, on May 9, 2011 stating that they are okay with the resubmitted Longview Cove Final Plat. In the March 2011 review of the Final Plat, Vicky Boots indicated that the Watershed Group was okay with the Final Plat as Bill Simms indicated that EPA approvals were already given.
- **Indian Lake State Park**
  - Received an email on May 8, 2011 from Frank Giannola, Director of Indian Lake State Park indicating that they have no

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# Logan-Union-Champaign regional planning commission

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objections to the Longview Cove Final Plat as submitted. All permits had been obtained from the State Park and ODNR prior to the March 2011 review.

- **Richland Township**
  - Troy Jenkins (Richland Township Zoning Inspector) in a letter dated March 22, 2011, verifies that all necessary variances have been obtained in a Board of Zoning Appeals hearing that same day.
  - As of May 6, 2011, no other comments have been received from Richland Township.
- **ODOT District 7**
  - As of May 6, 2011, no comments from ODOT District 7.
- **Logan- Union-Champaign Regional Planning**
  - Flood Plain Hazard Areas:
    - ✓ LUC has verified that all previous issues with showing the Flood Hazard Areas have been fixed in this newest version of the Final Plat.
  - Zoning Issues:
    - ✓ Variances: Per a letter from Troy Jenkins, Richland Township Zoning Inspector, the Township corrected all outstanding procedural issues on the variances for lot setbacks in Longview Cove by action by the Board of Zoning Appeals at a May 22 public hearing.
    - ✓ Zoning Amendment: LUC pointed out several procedural areas in the Richland Township Zoning Amendment in its previous review. Although LUC Staff continues to have reservations that the zoning amendment process outlined in Ohio Revised Code 519.12 was not followed correctly, the Logan County Prosecutor has advised in a letter dated March 15, 2011 that the zoning amendment from U-1 to R-2 "...should be recognized."
  - Surety/Performance Bond:
    - ✓ Per LUC's previous concern about the posting of a bond or surety per the Logan County Subdivision Regulations, the Logan County Engineer's Office has verified in their review letter dated May 4, 2011 that the developer "... furnished a standby letter of credit to the Logan County Commissioners assuring the installation of the required improvements for Phase 1 of the subdivision."

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East Liberty, Ohio 43319

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# Logan-Union-Champaign regional planning commission

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## STAFF RECOMMENDATIONS:

- The LUC Staff recommendation is for **APPROVAL** of the Longview Cove Final Plat. LUC Staff are satisfied that all outstanding items from the March 2011 review have been addressed. Let it be noted that LUC Staff continues to have strong reservations that the zoning amendment process in Richland Township in reference to Longview Cove was not followed correctly per Ohio Revised Code 519.12. However, as noted above, the Logan County Prosecutor has advised in a letter dated March 15, 2011 that the zoning amendment from U-1 to R-2 "...should be recognized."

## ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:



**GERALD L. HEATON**  
**Logan County Prosecuting Attorney**

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Chief Assistant Attorney:  
Eric Stewart

Assistant Attorneys:  
Daniel J. LaRoche  
Deborah K. Wolf

March 15, 2011

Jenny R. Snapp, Director  
LUC Regional Planning Commission  
9676 Foundry St., P.O. Box 219  
East Liberty, OH 43319

Sent Via Email and Hard Copy

**RE: Richland Township Zoning Amendment**

Dear Ms. Snapp:

You have asked for an opinion from this office as to whether or not the Amendment of the Zoning in a certain area of Richland Township from a U1 to an R2 should be recognized by the LUC for purposes of approval of the Final Plat of Longview Cove.

Section 401 of the County Subdivision Regulations, in pertinent part, states:

In addition, no Final Plat of land within the area in which an existing zoning resolution is in effect shall be approved unless it conforms with such resolution.

Section 324, subsection 1 provides the means to be used by LUC to make the above determination. It states:

If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.

Ohio Revised Code §519.12 provides for a copy of the zoning to be given to LUC and LUC is to make a recommendation to the Township Zoning Commission. In our opinion this is for the assistance and benefit of the Township Zoning Commission in making its decision. Failure to

obtain or follow the recommendation of the LUC does not invalidate the recommendation of the Zoning Commission. If the LUC receives a letter from the Township Zoning Officer, which it must receive, the requirement of Section 401 is met. There is no requirement or authority for the LUC to make an independent determination that the actions of the Township Trustees or the Board of Zoning Appeals were in conformity with the Ohio Revised Code or the Ohio Administrative Code.

Therefore, it is the opinion of this office and you are advised that the LUC must receive a letter from the Richland Township Zoning Officer. If that letter indicates that the change of the zoning and variances in the area which the Longview Cove Final Plat involves have been approved and are in effect, no further inquiry by the LUC is necessary.

Yours very truly,

Gerald L. Heaton  
Logan County Prosecutor

**RICHLAND TOWNSHIP**  
**LOGAN COUNTY, OHIO**

David Leiter, Township Trustee  
Charles Kotterman, Township Trustee  
David Miracle, Township Trustee  
Gretchen Anderson, Fiscal Officer  
615 N. Center, Belle Center, Ohio 43310  
(937) 464-3789 – FAX (937) 464-5588

March 22, 2011

Jenny R. Snapp, Director  
LUC Regional Planning Commission  
9676 Foundry St., P.O. Box 219  
East Liberty, OH 43319

Scott C. Coleman, P.E., P.S.  
Logan County Engineer  
Logan County Engineer's Office  
P.O. Box 427  
Bellefontaine, Oh 43311

RE: Longview Cove at Indian Lake Subdivision – Zoning Status

Dear Ms. Snapp and Mr. Coleman:

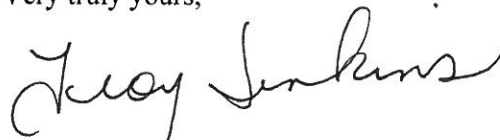
This letter is provided to you to establish the current zoning status of the real property associated with the Longview Cove at Indian Lake subdivision located in Richland Township, Logan County, Ohio. Specifically, this letter is intended to comply with Section 324 of the Logan County Subdivision Regulations.

Pursuant to Resolution #34-09 of the Richland Township Trustees, the subject real property has been rezoned from U-1 to R-2. By virtue of this zoning, the intended use of the real property as a residential subdivision is compliant with the Richland Township Zoning Resolution.

By a decision of the Richland Township Board of Zoning Appeals made following a hearing held on March 22, 2011, a variance was granted to all lots in the subdivision to allow the rear yard setback requirement to be twenty (20) feet instead of the thirty (30) feet requirement otherwise set forth in the Richland Township Zoning Resolution. By virtue of this variance, the lots in the Longview Cove at Indian Lake Subdivision are compliant with the Richland Township Zoning Resolution.

If you have any questions or comments, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Troy Jenkins". The signature is fluid and cursive, with the first name "Troy" being more prominent and the last name "Jenkins" following in a similar style.

Troy Jenkins, Richland Township Zoning Inspector





**Environmental  
Protection Agency**

John R. Kasich, Governor  
Mary Taylor, Lt. Governor  
Scott J. Nally, Director

April 01, 2011

Re: Richland Twp.  
Logan County  
Application No. 804723  
Application for Longview Cove Section 1 & II -  
Forcemain services & valves  
Plans Received on February 18, 2011  
Revised Plans Received March 29, 2011  
From: Mad River Engineering  
**CERTIFIED MAIL**

HBS Long View Cove  
Attn: Bill Simms  
7575 McEwen Road  
Dayton, OH 45459

Ladies and Gentlemen:

Enclosed is the Ohio EPA Permit to Install which will allow you to install the described source in the manner indicated in the permit. Because this permit contains several conditions and restrictions, I urge you to read it carefully.

You should note that a general condition of your permit states that issuance of the permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Ohio Treasurer Josh Mandel", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address: Environmental Review Appeals Commission, 309 South Fourth Street, Room 222, Columbus, Ohio 43215

If you have any questions, please contact the Ohio EPA district office to which you submitted your application.

Sincerely,

Patti L. Smith, Supervisor  
Permit Processing Unit  
Division of Surface Water

PLS/sg  
Enclosure

cc: Southwest District Office  
Logan - Union - Champaign Regional Planning  
Logan County Water Pollution Control District  
Logan County General Health District  
Mad River Engineering

50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, OH 43216-1049

614 | 644 3020  
614 | 644 3184 (fax)  
[www.epa.ohio.gov](http://www.epa.ohio.gov)

# Ohio Environmental Protection Agency

## Permit to Install

Application No: 804723

Applicant Name: HBS Long View Cove  
Address: 7575 McEwen Road  
City: Dayton  
State Zip: OH 45459

Person to Contact: Bill Simms  
Telephone: 937-438-0391

Description of Proposed Source: Longview Cove Section 1 & II - Forcemain services & valves,  
Richland Twp., Logan County

Issuance Date: April 01, 2011  
Effective Date: April 01, 2011

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-42 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable state and federal laws and regulations. Issuance of this permit does not constitute expressed or implied assurance that, if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto.

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Ohio Environmental Protection Agency



Scott J. Nally  
Director  
P.O. Box 1049  
50 West Town Street, Suite 700  
Columbus, OH 43216-1049



This permit shall expire if construction has not been initiated by the applicant within eighteen months of the effective date of this permit. By accepting this permit, the applicant acknowledges that this eighteen month period shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the permit applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio EPA.

The director of the Ohio Environmental Protection Agency, or his authorized representatives, may enter upon the premises of the above named applicant during construction and operation at any reasonable time for the purpose of making inspections, conducting tests, examining records, or reports pertaining to the construction, modification, or installation of the above described source of environmental pollutants.

Issuance of this permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations.

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of this plan or as directed by the director or his representative.

Any person installing any well, well point, pit or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised code Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Ohio Department of Natural Resources  
2045 Morse Road Bldg. E  
Columbus, OH 43229-6693  
(614) 265-6717

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The proposed wastewater disposal system shall be constructed in strict accordance with the plans and application approved by the director of the Ohio Environmental Protection Agency. There shall be no deviation from these plans without the prior express, written approval of the agency. Any deviations from these plans or the above conditions may lead to such sanctions and penalties as provided for under Ohio law. Approval of these plans and issuance of this permit does not constitute an assurance by the Ohio Environmental Protection Agency that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed sources are inadequate or cannot meet applicable standards.

If the construction area for this project is one acre or more, or is part of a larger development that is one acre or more, the applicant must submit a Notice of Intent (NOI) for coverage under the general construction stormwater permit to Ohio EPA at least 21 days prior to the start of construction of this project.



For projects involving construction or placement of fill in a stream or wetland, the applicant shall contact the appropriate district of the U.S. Army Corps of Engineers for a determination regarding potential impacts to water of the state as well as the requirements for obtaining, if necessary, certification. The applicant shall acquire a Section 404 permit and 401 water quality certification, if needed, before impacting any waters of the state as part of this project.

The Logan County Water Pollution Control District shall be responsible for proper operation and maintenance of the sewerage system.

For parallel installation, a minimum horizontal separation of 10 feet between gravity sanitary sewers and any existing or proposed potable water mains shall be maintained. The distance shall be measured edge to edge.

Where gravity sewer lines cross existing or proposed water mains, the gravity sewer lines shall be laid below the water mains to provide a separation of at least 18 inches between the invert of the water main and the crown of the gravity sewer. The lines shall be laid so that the gravity sewer line joints are as far as possible from the water main joints.

For parallel installation where a minimum horizontal separation of 10 feet between gravity sanitary sewers and any existing or proposed potable water mains cannot be maintained, the water main and gravity sewer line should be laid in separate trenches and the bottom of the water main should be at least 18 inches above the crown of the gravity sewer. If the vertical separation distance cannot be maintained, both the water main and gravity sewer line must be constructed of slip-on or mechanical joint pipe complying with public water supply design standards of the agency and be pressure tested to 150 psi (1034 kPa) to assure water-tightness. The pipe material shall remain the same from manhole to manhole where the separation distance cannot be maintained. If the gravity sewers and water main must be placed in the same trench, the water main shall be placed on a shelf of undisturbed earth with the invert of the water main at least 18 inches above the crown of the gravity sewer. Additionally, there shall be a minimum of 5 feet of horizontal separation measured edge to edge between the water main and the gravity sewer. The gravity sewer shall be constructed of slip-on or mechanical joint pipe complying with public water supply design standards of the agency from sewerage manhole to sewerage manhole at the locations where the separation distance cannot be maintained and be pressure tested to 150 psi (1034 kPa) to assure water-tightness.

Gravity sewer lines crossing existing or proposed water mains shall be laid below the water mains to provide a separation of at least 18 inches between the invert of the water main and the crown of the gravity sewer. If the vertical separation cannot be maintained the gravity sewers shall be constructed by one of the following methods: these gravity sewers shall be standard gravity-sewer material encased in a one quarter-inch thick continuous steel, ductile iron, or pressure rated PVC pipe with a dimension ratio (DR) (the ratio of the outside diameter to the pipe wall thickness) of 18 or less for a distance of 10 feet on both sides of the crossing with all voids pressure-grouted with sand-cement grout or bentonite; or the gravity sewer line shall be constructed of slip-on or mechanical joint pipe from sewerage manhole to sewerage manhole complying with public water supply design standards of the agency and be pressure tested to 150 psi (1034 kPa) to assure water-tightness. The length of gravity sewer pipe shall be centered at the point of crossing so that the joints will be equidistant and as far as possible from the water main. The gravity sewer pipe shall be the longest standard length available from the manufacturer.

If water mains must be installed beneath gravity sewers, the water mains shall be protected by providing a vertical separation of at least 18 inches between the invert of the gravity sewer and the crown of the water main. Construction of the gravity sewer lines shall follow one of the two following methods: gravity sewers shall be encased in a one quarter-inch thick continuous steel, ductile iron, or pressure rated PVC pipe with a dimension ratio (DR) (the ratio of the outside diameter to the pipe wall thickness) of 18 or less for a distance of 10 feet on both sides of the crossing with all voids pressure-



grouted with sand-cement grout or bentonite; or the gravity sewer line shall be constructed of slip-on or mechanical joint pipe complying with public water supply design standards of the agency from sewerage manhole to sewerage manhole and be pressure tested to 150 psi (1034 kPa) to assure water-tightness. Adequate structural support such as compacted soil, manholes on both sides of the crossing, or another Ohio EPA approved method shall be provided for the gravity sewers to prevent excessive deflection of joints and settling on and breaking of the water lines. The length of gravity sewer pipe shall be centered at the point of crossing so that the joints will be equidistant and as far as possible from the water line. The gravity sewer pipe shall be the longest standard length available from the manufacturer.

For parallel installation, a minimum horizontal separation of 10 feet between pressure sewers and any existing or proposed potable water mains shall be maintained. The distance shall be measured edge to edge. Where pressure sewer lines cross existing or proposed water mains, the pressure sewer lines shall be laid below the water mains to provide a separation of at least 18 inches between the invert of the water main and the crown of the pressure sewer.

The operation of the sewerage system shall be under the responsible charge of a certified operator having the proper certificate issued under Chapter 3745-7-05 of the Ohio Administrative Code.

This permit to install applies only to the wastewater disposal system listed above. The installation of drinking water supplies, air contaminant sources, or solid waste disposal facilities will require the submittal of a separate application to the director.

Provisions shall be made for proper operation of the wastewater pumping facilities.

Roof drains, foundation drains, and other clean water connections to the sanitary sewer shall be prohibited by enforcement of legally adopted rules by the authority regulating the use of sanitary sewers.

Sewer and manhole construction joints shall conform to standards of the Ohio Environmental Protection Agency.

When flexible pipe (PVC, ABS, HDPE, etc.) is used it must be tested for maximum deflection of 5 percent after the final backfill has been in place no less than 30 days to permit stabilization of the soil-pipe system. Pipe with a stiffness of 200 p.s.i. or greater need not be tested for deflection if all pipe between manholes is less than 12 feet below final grade.

The rigid ball or mandrel used for the deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured. The test shall be performed without mechanical pulling devices.

All pipe, flexible and rigid, shall be subject to a leakage test. The leakage exfiltration/infiltration test shall be a hydrostatic or air test. The hydrostatic leakage test shall not exceed 100 gallons per inch of pipe diameter per mile per day for any section of the system. If an air test is used, the test shall conform to the test procedure outlined in the ASTM standards for the material of pipe used.

The leakage and deflection test shall be conducted under the supervision of a professional engineer. A representative of the professional engineer may supervise the deflection and leakage tests, but the professional engineer must sign off on the results of the deflection and leakage tests. Results of the deflection and leakage tests shall be kept on file at least 180 days by the entity responsible for the sewerage system, and shall be available upon request by the Ohio Environmental Protection Agency. Any lines which fail the deflection or leakage test must be repaired and retested until they meet the requirements which have been set forth within this condition.

All gravity sanitary sewers which are located in well field areas shall comply with and be tested as specified in Ohio Environmental Protection Agency Guideline, Gravity Sewers in Well Field Areas, February 1983.

Any well, well point, pit or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Section 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the Director or his representative. Division of Drinking and Ground Water - Lazarus Government Center, 50 West Town Street, Suite 700, Columbus, Ohio 43215 (614) 644-2752.

The permit to install is not an authorization to discharge pollutants to waters of the state. Pursuant to Chapter 6111 of the Ohio Revised Code, the applicant shall apply for a permit to discharge (NPDES) 180 days prior to any discharge of pollutants to waters of the state.

Fugitive dust generated by this sewer construction project will be controlled as specified in OAC 3745-17-08 (B).



**Environmental  
Protection Agency**

John R. Kasich, Governor  
Mary Taylor, Lt. Governor  
Scott J. Nally, Director

March 17, 2011

Mr. Bill Simms  
HBS-Long View Cove  
7575 McEwen Road  
Dayton, Ohio 45459

Dear Mr. Simms:

I am writing in follow-up to your March 2, 2011 Permit to Install application (number 804723) response letter. As part of my continuing review I will need additional information concerning the following items:

1. Please provide the sections of the Home Owner Association (HOA) agreement that address the following items. Alternatively, the HOA can contract for the operation and maintenance of the collection system with the existing Utility.
  - The proposed development is in the Indian Lake Pollution Control District facilities planning area. The planning area will need to be modified to reflect an agreement between the sewer authority and the development to allow the developer to serve as the Designated Management Authority (DMA) for the proposed sewage facilities in the development.
  - The DMA for the development must establish financial and personnel authorities to manage and operate the sewer system.
  - The DMA must show documentation of ownership accountability, which includes the legal authority to take the measures necessary to construct, operate and maintain the sewer system.
  - Assurances that the DMA has committed to proper operation and management of the sewer system, including assurances of compliance with certified operator requirements.
  - The organizational structure, credentials of management and operations personnel, and cooperative agreements or service contracts.
  - Demonstration of the DMA ability to address both customer and compliance issues, including any violations of the applicable Revised Code.



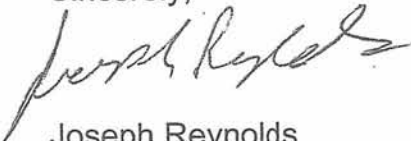
Mr. Bill Simms  
March 17, 2011  
Page 2

- A description of contacts and resources that will be available for system maintenance. A financial plan describing system revenues and cash flow for meeting the cost of system construction and cost of operation and maintenance into the future. The financial plan shall include: projected financial statements, balance sheets, income statements, cash flow, and an ability to fund cost of repairs, capital replacement, and compliance (including private and public litigation).
  - Any person that is or will be regulated as a public utility shall obtain and submit to the director a copy of their certificate of necessity and need from the Public Utilities Commission of Ohio.
2. With regard to the system hydraulics, please provide the manufactures recommendation for force main diameter per number of grinder units. What consideration was given to minimum head loss while maintaining minimum cleaning velocity?
  3. Please provide a detail of the manhole and check valve specified on plan page 3 of 13.
  4. I would recommend including either individual flow meters or an end of system meter to help document water usage for billing and maintenance purposes.

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I will continue my review of the project upon receipt of a written response to the items noted above. If you have any questions, please call me at (937) 285 – 6097.

Sincerely,



Joseph Reynolds  
Division of Surface Water

cc: Mike Bow, M & K Engineering  
Garis Pugh, Indian Lake Water Pollution Control District  
Logan County Health Department  
Jenny Snapp, LUC Regional Planning



**Environmental  
Protection Agency**

John R. Kasich, Governor  
Mary Taylor, Lt. Governor  
Scott J. Nally, Director

February 25, 2011

Mr. Bill Simms  
HBS-Long View Cove  
7575 McEwen Road  
Dayton, Ohio 45459

Dear Mr. Simms:

I am writing in follow-up to your submittal of detailed plans for the Longview Cove Section 1 development. During my preliminary review the following items were noted:

1. The Permit to Install application does not provide for ownership of the sewer by the Indian Lake Water Pollution Control District. As such this would necessitate the establishment of a sewer authority by a third party. In order for this to happen the following items will need to be addressed:
  - The proposed development is in the Indian Lake Pollution Control District facilities planning area. The planning area will need to be modified to reflect an agreement between the sewer authority and the development to allow the developer to serve as the Designated Management Authority (DMA) for the proposed sewage facilities in the development.
  - The DMA for the development must establish financial and personnel authorities to manage and operate the sewer system.
  - The DMA must show documentation of ownership accountability, which includes the legal authority to take the measures necessary to construct, operate and maintain the sewer system.
  - Assurances that the DMA has committed to proper operation and management of the sewer system, including assurances of compliance with certified operator requirements.
  - The organizational structure, credentials of management and operations personnel, and cooperative agreements or service contracts.
  - Demonstration of the DMA ability to address both customer and compliance issues, including any violations of the applicable Revised Code.

Mr. Bill Simms  
February 25, 2011  
Page 2

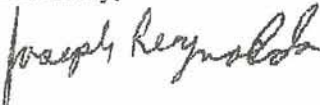
- A description of contacts and resources that will be available for system maintenance. A financial plan describing system revenues and cash flow for meeting the cost of system construction and cost of operation and maintenance into the future. The financial plan shall include: projected financial statements, balance sheets, income statements, cash flow, and an ability to fund cost of repairs, capital replacement, and compliance (including private and public litigation).
  - Any person that is or will be regulated as a public utility shall obtain and submit to the director a copy of their certificate of necessity and need from the Public Utilities Commission of Ohio.
2. The application covers the phase one part of the development. The plans cover additional phases. If you would like the additional phases of the development covered under this approval please submit revised forms A and B1. The application fee also will need to be revised to reflect the additional sewer cost.
  3. The Form A-B1, Attachment Sewer Pumping Stations, should be included as part of the application (see attached).
  4. Please provide the manufacture specifications for each type of pump station that will be used in the project. A pump station detail also should be included.
  5. Was an evaluation of the system hydraulics performed with respect to pressure and pump curves?
  6. Will all the grinder stations be located in basements? If so, was consideration given to access for maintenance? How will they be vented?
  7. The individual lateral lines should have back flow prevention and shut off valves beyond those in the stations.
  8. Please provide a detail of the manhole and check valve specified on plan page 3 of 13.
  9. Will flow monitoring be provided as part of the system?
  10. Please provide a copy of the pages from the specifications for the hydrostatic testing of the system.

Mr. Bill Simms  
February 25, 2011  
Page 3

11. Plan Page 3 of 13 shows a sewer crossing of a 6" water main (located between lots 12 and 13). What is the vertical separation for this crossing? The sewer should cross under the water main.
12. Has a construction storm water permit approval been obtained for the development?
13. Has a 401 / 404 wetland reviews been performed for the site? Will there be any wetland disturbances as part of the project?
14. On plan page 8 of 13 there is a well noted. Is this a public well? What is the isolation distance from the sewer for the well? Are there any other wells in the vicinity of the sewer (less than 200 feet)?

I will continue my review of the project upon receipt of a written response to the items noted above. If you have any questions, please call me at (937) 285 - 6097.

Sincerely,



Joseph Reynolds  
Division of Surface Water

cc: John Chico, Mad River Engineering  
Garis Pugh, Indian Lake Water Pollution Control District  
Logan County Health Department

OFFICE OF THE  
LOGAN COUNTY ENGINEER  
P.O. BOX 427  
1991 COUNTY ROAD 13  
BELLEFONTAINE, OH 43311  
[www.co.logan.oh.us](http://www.co.logan.oh.us)

SCOTT C. COLEMAN, P.E., P.S.  
LOGAN COUNTY ENGINEER

TELEPHONE: (937) 592-2791  
FAX: (937) 599-2658

May 4, 2011

Jenny R. Snapp, Director  
LUC (Logan-Union-Champaign)  
Regional Planning Commission  
P.O. Box 219, 9676 E. Foundry St.  
East Liberty, OH 43319

Re: Longview Cove at Indian Lake  
Re-submitted Final Plat Review Comments

Dear Ms. Snapp:

This office has reviewed the re-submitted Final Plat for Longview Cove at Indian Lake. The developer has sufficiently addressed our comments dated March 7, 2011 regarding the original submission. Additionally, the developer has furnished a standby letter of credit to the Logan County Commissioners assuring the installation of the required improvements for Phase 1 of the subdivision.

Should you have any questions or concerns, please contact this office at 937-592-2791.

Very truly yours,



Bryan D. Dhume, P.E.  
Assistant Engineer

cc: File



TRANSFERRED ☐ 10/20/09  
 ORC 319.54 FEE P.O. 581.00  
 ORC 322.02 FEE P.O. 581.00  
 EXEMPT  
 AUDITOR OF LOGAN COUNTY  
 Michael E. Goddard

STATE OF OHIO  
 LINDA HANSON  
 LOGAN COUNTY RECORDER 7P  
 D 2009007378 OR 970/191  
 MEH Date 10/20/2009 Time 11:35:28  
 Recording Fees: 10.16.09 68.00  
 SSM. K. H. H. H.  
 MXY

**GENERAL WARRANTY DEED**

JAMES DAVID DUFF, married, Grantor, for valuable consideration paid, grants with general warranty covenants, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 835, Page 854, Official Records of the Logan County Recorder Volume 918, Page 702

SUBJECT TO all valid and enforceable easements, restrictions and conditions of record and excepting taxes and assessments which are to be prorated between the parties as of the date of this deed.

IN WITNESS WHEREOF, the said James David Duff, married, and Renee L. Duff, wife of James David Duff, who hereby releases her right and expectancy of dower in said premises, acting herein by James David Duff, her attorney-in-fact, duly authorized hereto by a Power of Attorney dated August 25, 1997, and recorded in the Office of the Recorder of Logan County, Ohio, in Official Record Volume 334, Page 955, on August 27, 1997, have hereunto set their hands this 16<sup>th</sup> day of October, 2009.

James David Duff  
 James David Duff

Renee L. Duff  
 by James David Duff P.A.  
 Renee L. Duff, by James David Duff,  
 her Attorney-in-Fact

STATE OF OHIO, LOGAN COUNTY, SS:

On this 16<sup>th</sup> day of October, 2009, before me, a Notary Public in and for said County, personally appeared James David Duff and Renee L. Duff, by James David Duff, her attorney-in-fact, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Renee L. Duff.

WITNESS my official signature and seal on the day last above mentioned.

Synda J. Brunson  
 Notary Public



**SYNDA BRUNSON**  
 NOTARY PUBLIC, STATE OF OHIO  
 MY COMMISSION EXPIRES DECEMBER 20, 2010

## EXHIBIT "A"

TRACT I:

The following described real estate situated in the State of Ohio, County of Logan, Township of Richland, being in the southeast corner of Virginia Military Survey 13393 and more particularly described as follows:

Beginning at a stone found at the southeast corner of said V.M.S. 13393 in the centerline of County Highway 38.

Thence with the south line of V.M.S. 13393 S. 82 deg. 42' 12" W. 211.89 feet to a point.

Thence N. 1 deg. 43' 42" W. 258.06 feet to a 5/8 inch iron bar set, passing a cap and nail set in the centerline of County Highway 254 at 11.50 feet and a 5/8 inch iron bar set at 41.70 feet.

Thence N. 81 deg. 44' 12" E. 187.47 feet to a 5/8 inch iron bar set in the west line of Judith Jutras' 20.96 acre tract as described in O.R. Vol. 116, Page 396.

Thence with said Jutras' west line and the east line of V.M.S. 13393 S. 7 deg. 10' 00" E. 260.00 feet to the place of beginning, passing a 5/8 inch iron bar set at 217.10 feet and a 1/2 inch iron bar found at 245.00 feet.

Containing 1.184 acres more or less, of which 0.209 acre is in the right-of-way of C.H. 254.

The above described 1.184 acre tract being in the southeast corner of O'Connor Farms Inc.'s 62.00 acre tract as described in D.B. Vol. 353, Page 663.

Bearings are based on an assumed bearing for the east line of V.M.S. 13393 (S. 7 deg. 10' 00" E.) in this field survey by Leslie H. Geeslin, dated September 23, 1992.

Parcel # 36-019-00-00-001.001

TRACT II:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being all of the remainder of the Gina A. Guilliano 17.94 acre tract as deeded and described in Official Record 809, Page 71, Tract I of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection with the center-line of County Highway 254.

THENCE, with the center-line of County Highway 38, N 82°-46'-26"E, a distance of 65.79 feet to a railroad spike found at the TRUE POINT OF BEGINNING.

THENCE, with the east line of the Gina A. Guilliano 3.00 acre tract (O.R. 809, Pg. 71, Tract II), N 6°-52'-00"W, a distance of 1264.66 feet to a 5/8 inch iron rod set, passing a 5/8 inch iron rod set at 30.00 feet.

THENCE, with the lines of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), the following three courses:

N 83°-17'-02"E, a distance of 19.84 feet to a 2 inch iron pipe found.

N 6°-22'-00"W, a distance of 173.80 feet to a 1 inch iron pipe found.

S 83°-15'-35"W, a distance of 21.36 feet to a 5/8 inch iron rod set.

THENCE, with the east line of the said 3.00 acre tract, N 6°-52'-00"W, a distance of 465.52 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, the following two courses:

S 58°-10'-00"E, a distance of 253.42 feet to a 5/8 inch iron rod set.

N 35°-43'-00"E, a distance of 230.01 feet to a 5/8 inch iron rod set.

THENCE, with the west lines of the Patricia Breidenbach 196.98 acre tract (O.R. 168, Pg. 10, Tract IV), the following five courses:

S 6°-08'-43"E, a distance of 824.62 feet to a 5/8 inch iron rod found, passing a 5/8 inch iron rod found at 162.40 feet.

S 62°-33'-49"W, a distance of 85.93 feet to a 5/8 inch iron rod found.

S 6°-21'-32"E, a distance of 356.56 feet to a 5/8 inch iron rod found.

N 83°-52'-43"E, a distance of 63.24 feet to a 5/8 inch iron rod found.

S 7°-32'-33"E, a distance of 700.73 feet to a railroad spike found on the center-line of County Highway 38, passing a 5/8 inch iron rod set at 670.73 feet.

THENCE, with the center-line of County Highway 38, S 82°-46'-26"W, a distance of 330.93 feet to the point of beginning.

Containing 13.414 acres, of which 0.228 acre is within the highway right-of-way.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

PARCEL No.

36-619-00-00-006-001

Description prepared by:

Jeffrey L. Lee  
Professional Surveyor 6359  
May 24, 2006

TRACT III:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being out of the remainder of the Gina A. Guilliano 3.00 acre tract as deeded and described in Official Record 809, Page 71, Tract II of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254 at the TRUE POINT OF BEGINNING.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the south line of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), N 83°-17'-02"E, a distance of 72.42 feet to a 5/8 inch iron rod set.

THENCE, with the west line of the Gina A. Guilliano original 17.94 acre tract (O.R. 809, Pg. 71, Tract I), S 6°-52'-00"E, a distance of 1264.66 feet to a railroad spike found on the center-line of County Highway 38, passing a 5/8 inch iron rod set at 1234.66 feet.

THENCE, with the center-line of County Highway 38, S 82°-46'-26"W, a distance of 65.79 feet to the point of beginning.

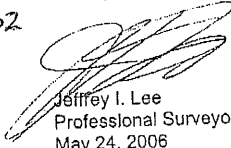
Containing 2.007 acres, of which 0.045 acre is within the highway right-of-way.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

Parcel No.

36-019-00-00-006-002

Description prepared by:

  
Jeffrey I. Lee  
Professional Surveyor 6359  
May 24, 2006



TRACT IV:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being out of the remainder of the Gina A. Guilliano 3.00 acre tract as deeded and described in Official Record 809, Page 71, Tract II of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the lines of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), the following three courses:

N 83°-17'-02"E, a distance of 92.26 feet to a 2 inch iron pipe found, passing a 5/8 inch iron rod set at 72.42 feet.

N 6°-22'-00"W, a distance of 173.80 feet to a 1 inch iron pipe found.

S 83°-15'-35"W, a distance of 21.36 feet to a 5/8 inch iron rod set at the TRUE POINT OF BEGINNING.

THENCE, with the north line of the said 0.92 acre tract, S 83°-15'-35"W, a distance of 73.33 feet to a 5/8 inch iron rod set on the west line of Virginia Military Survey 12278-12311.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east line of the Gina A. Guilliano original 7.20 acre tract (O.R. 809, Pg. 71, Tract III), N 7°-10'-00"W, a distance of 588.74 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, the following two courses:

S 34°-32'-00"E, a distance of 121.00 feet to a 5/8 inch iron rod set.

S 58°-10'-00"E, a distance of 25.91 feet to a 5/8 inch iron rod set.

THENCE, with the west line of the Gina A. Guilliano original 17.94 acre tract (O.R. 809, Pg. 71, Tract I), S 6°-52'-00"E, a distance of 465.52 feet to the point of beginning.

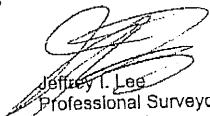
Containing 0.889 acre.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

PARCEL No.

36-019-00-00-006.000

Description prepared by:

  
Jeffrey I. Lee  
Professional Surveyor 6359  
May 24, 2006

TRACT V:

D 2009007378

OR 970/196

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being all of the remainder of the Gina A. Guillian 7.20 acre tract as deeded and described in Official Record 809, Page 71, Tract III of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 and the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the north line of the said 62.40 acre tract and the south line of the Gina A. Guillian 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), N 88°-07'-00"W, a distance of 38.11 feet to a point on Wonder's State Line.

THENCE, with Wonder's State Line, N 41°-39'-00"W, a distance of 168.06 feet to a point in the channel at the TRUE POINT OF BEGINNING.

THENCE, with Wonder's State Line, the following two courses:

N 41°-39'-00"W, a distance of 160.07 feet to a 5/8 inch iron rod set.

S 73°-08'-00"W, a distance of 115.07 feet to a 5/8 inch iron rod set.

THENCE, with a tract of unknown ownership, N 88°-55'-00"W, a distance of 165.63 feet to a point in the channel on Wonder's State Line, referenced by a 5/8 inch iron rod set N 21°-36'-54"E, a distance of 12.64 feet.

THENCE, with Wonder's State Line, the following three courses:

N 84°-52'-00"W, a distance of 32.24 feet to a point in the channel, referenced by a 5/8 inch iron rod set N 52°-40'-25"E, a distance of 23.36 feet.

N 46°-46'-06"W, a distance of 173.67 feet to a 5/8 inch iron rod set.

N 34°-07'-00"E, a distance of 273.00 feet to a 5/8 inch iron rod set.

THENCE, with a tract of unknown ownership, the following four courses:

N 61°-35'-00"E, a distance of 162.36 feet to a 5/8 inch iron rod set.

N 56°-35'-00"E, a distance of 143.88 feet to a 5/8 inch iron rod set.

N 54°-05'-00"E, a distance of 108.26 feet to a 5/8 inch iron rod set.

N 60°-35'-00"E, a distance of 62.21 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, S 34°-32'-00"E, a distance of 69.05 feet to a 5/8 inch iron rod set on the west line of Virginia Military Survey 12278-12311 and the east line of Virginia Military Survey 13393.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the west line of the Gina A. Guillian 3.00 acre tract (O.R. 809, Pg. 71, Tract II), S 7°-10'-00"E, a distance of 588.74 feet to a 5/8 inch iron rod set.

THENCE, with the lines of the aforesaid 0.92 acre tract, the following two courses:

S 83°-15'-35"W, a distance of 124.57 feet to a 7/8 inch iron rod found.

S 8°-04'-49"W, a distance of 31.26 feet to the point of beginning.

Containing 6.100 acres.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006. Parcel No. 36-019-00-00-005.000

This description prepared by Jeffrey I. Lee, Professional Surveyor 6399 on 5/24/06.

TRACT VI:

Lying in Virginia Military Surveys 13393 and 12278-12311, Richland Township, Logan County, Ohio.

Being all of the Gina A. Guillian 0.92 acre tract as deeded and described in Official Record 809, Page 71, Tract IV of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the north line of the said 62.40 acre tract, N 88°-07'-00"W, a distance of 38.11 feet to a point on Wonder's State Line.

THENCE, with Wonder's State Line, N 41°-39'-00"W, a distance of 168.06 feet to a point in the channel.

THENCE, with the lines of the Gina A. Guillian 7.20 acre tract (O.R. 809, Pg. 71, Tract III), the following two courses:

N 8°-04'-49"E, a distance of 31.26 feet to a 7/8 inch iron rod found.

N 83°-15'-35"E, a distance of 124.57 feet to a 5/8 inch iron rod set.

THENCE, with a line of the Gina A. Guillian 3.00 acre tract (O.R. 809, Pg. 71, Tract II), N 83°-15'-35"E, a distance of 73.33 feet to a 5/8 inch iron rod set.

THENCE, with the lines of the Gina A. Guillian 17.94 acre tract (O.R. 809, Pg. 71, Tract I), the following three courses:

N 83°-15'-35"E, a distance of 21.36 feet to a 1 inch iron pipe found.

S 6°-22'-00"E, a distance of 173.80 feet to a 2 inch iron pipe found.

S 83°-17'-02"W, a distance of 19.84 feet to a 5/8 inch iron rod set.

THENCE, with a line of the aforesaid 3.00 acre tract, S 83°-17'-02"W, a distance of 72.42 feet to the point of beginning.

Containing 0.734 acre.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

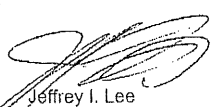
Parcel No.

36-019-00-00-004-000

Description prepared by:

**DESCRIPTION CHECKED  
LOGAN CO. ENGINEER**

BY JLB 10-19-09

  
Jeffrey I. Lee  
Professional Surveyor 6359  
May 24, 2006

TRANSFERED	1-13-11
ORC 319.54 FEE P.O.	2.50
ORC 322.02 FEE P.O.	2.50
EXEMPT	
AUDITOR OF LOGAN COUNTY	

*Paul R. [Signature]*

# Governor's Deed

## State of Ohio

STATE OF OHIO  
Linda Hanson  
Logan County RECORDER 5P  
DEEDC 2011000282 OR 1017/587  
PAM  
01/13/2011 10:02:21 AM  
RECORDING FEES: \$52.00  
WILLIAM A SIMMS, JR.



KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the provisions of Sections 1501.01 of the Ohio Revised Code authorize the exchange or sale of lands or property, real or personal, when such is advantageous to the State of Ohio; and

WHEREAS, the Chief of the Division of Parks and Recreation has declared the hereinafter described real estate situated in the Township of Richland, County of Logan, State of Ohio, as surplus; and

WHEREAS, on November 12, 2010, the Ohio Department of Natural Resources entered into an agreement to sell the hereinafter described real estate to Longview Cove, LLC, whose tax mailing address is 9101 State Route 117, Huntsville, Ohio 43324, in consideration of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00); and

WHEREAS, the Director of the Department of Natural Resources, State of Ohio, has deemed the above sale beneficial to the citizens of the State of Ohio.

NOW, THEREFORE, THE STATE OF OHIO, by TED STRICKLAND, GOVERNOR, acting under the authority of Sections 117.50, 1501.01 and 5301.13 of the Ohio Revised Code, and the covenants contained in the *Agreement to Buy and Sell Land*, and in consideration of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00), does hereby remise, release and forever quitclaim unto the Longview Cove, LLC, its successors and assigns, all right, title and interest of the State of Ohio (Department of Natural Resources) in the following described real estate:

Tract 1

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

Containing 0.021 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

*Parcel # 36-019-00-004.001*

Tract 2

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481) and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III),

N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found.

THENCE, N 41°-26'-55"W, a distance of 43.67 feet to a point at the TRUE POINT OF BEGINNING, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489, N 87°-54'-52"W, a distance of 15.83 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, N 29°-10'-59"E, a distance of 12.16 feet to a point, referenced by a 5/8 inch iron rod found bearing N 41°-26'-55"W, a distance of 19.91 feet.

THENCE, with a westerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 41°-26'-55"E, a distance of 14.93 feet to the point of beginning.

Containing 0.002 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

*Parcel #36-019-00-00-004.002*

Tract 3

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at

259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

Descriptions prepared by William K. Bruce, Professional Surveyor 7437 on December 7, 2009 and December 23, 2009.

Parcel #36-019-00-00-004.003

**SUBJECT TO ANY AND ALL OUTSTANDING EASEMENTS, RIGHTS, PERMITS AND RIGHT-OF-WAY LICENSE AGREEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES, SEWERS, TELEPHONE, TELEGRAPH AND POWER TRANSMISSION LINES, WHICH MAY HAVE BEEN GRANTED BY THE DEPARTMENT OF NATURAL RESOURCES WHETHER OR NOT THE SAME MAY BE OF RECORD AND SUBJECT TO THE RETENTION OF ANY AND ALL RIPARIAN AND LITTORAL RIGHTS BY THE GRANTOR, STATE OF OHIO, AND A FLOWAGE EASEMENT OVER THE ABOVE DESCRIBED LAND.**

**DESCRIPTION CHECKED  
LOGAN CO. ENGINEER**

BY smg 1-12-11

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging to the **Longview Cove, LLC**, its successors and assigns, forever, subject to the conditions and restrictions set forth herein.

IN TESTIMONY WHEREOF, I, **TED STRICKLAND**, GOVERNOR, for and in the name of the State of Ohio, have signed this deed at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 28th day of December 2010.



THE STATE OF OHIO

BY: Ted Strickland  
**TED STRICKLAND**  
GOVERNOR  
PURSUANT TO SECTIONS  
117.50 AND 5301.13 OF THE  
OHIO REVISED CODE

COUNTERSIGNED:

BY: Jennifer Brunner  
**JENNIFER L. BRUNNER**  
SECRETARY OF STATE  
PURSUANT TO SECTIONS  
117.50 AND 5301.13 OF THE  
OHIO REVISED CODE

DRAFTED AND PREPARED:


BY: Mary Taylor  
**MARY TAYLOR**  
AUDITOR OF STATE  
PURSUANT TO SECTIONS  
117.50 AND 5301.13 OF THE  
OHIO REVISED CODE

Recorded in Volume 19, Page 50 New Deeds State Lands

Land Office, Auditor of State



TRANSFERED ☐ L-76-11  
 ORC 319.54 FEE P.O. \_\_\_\_\_  
 ORC 322.02 FEE P.O. ☒ \_\_\_\_\_  
 EXEMPT \_\_\_\_\_  
 AUDITOR OF LOGAN COUNTY  
Pearl Rose nrk

STATE OF OHIO  
 Linda Hanson  
 Logan County RECORDER 4P  
 DEED 2011001002 OR 1020/834  
 PAM  
 02/16/2011 10:13:50 AM  
 RECORDING FEES: \$44.00  
 THOMPSON DUNLAP HEYDINGER MACDONA  


**QUIT CLAIM DEED**

LONGVIEW COVE, LLC, also correctly known as LONGVIEW COVE GROUP LLC, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns forever, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

NOTE: The purpose of this deed is to identify the correct name of the Grantee in a deed from the State of Ohio to Longview Cove, LLC, filed for record January 13, 2011, in Volume 1017, Page 587, Official Records of the Logan County Recorder.

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

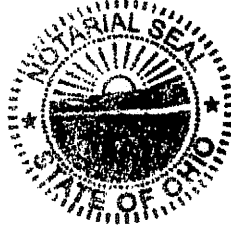
IN WITNESS WHEREOF, the said LONGVIEW COVE GROUP LLC has caused this instrument to be signed by its Authorized Member this 15<sup>th</sup> day of February, 2011.

LONGVIEW COVE GROUP LLC  
 By J. David Duff  
 Its: Authorized Member

STATE OF OHIO, LOGAN COUNTY, SS:

On this 15<sup>th</sup> day of February, 2011, before me a Notary Public in and for said County, personally appeared J. David Duff, the Authorized Member of Longview Cove Group LLC, the limited liability company which executed the foregoing instrument, who acknowledged that they did sign said instrument as Authorized Member on behalf of said limited liability company; and that said instrument is the free act and deed of said limited liability company and of themselves as Authorized Member.

WITNESS my official signature and seal on the day last above mentioned.



Courtney L. Lones  
 Notary Public, State of Ohio  
 My Commission Expires Oct. 9, 2011

Courtney L. Lones  
 Notary Public

EXHIBIT "A"

TRACT I:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

Containing 0.021 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 23, 2009. *Parcel # 36-019-00-00-004.001*

TRACT II:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481) and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found.

THENCE, N 41°-26'-55"W, a distance of 43.67 feet to a point at the TRUE POINT OF BEGINNING, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489, N 87°-54'-52"W, a distance of 15.83 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, N 29°-10'-59"E, a distance of 12.16 feet to a point, referenced by a 5/8 inch iron rod found bearing N 41°-26'-55"W, a distance of 19.91 feet.

THENCE, with a westerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 41°-26'-55"E, a distance of 14.93 feet to the point of beginning.

Containing 0.002 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 23, 2009. *Parcel # 36-019-00-00-004.002*

TRACT III:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.


The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 7, 2009.

Parcel # 36-019-00-00-004.003

**DESCRIPTION CHECKED**  
**LOGAN CO. ENGINEER**  
BY Sally 2-15-11

2-16-11  
TRANSFER NOT NECESSARY  
LOGAN COUNTY AUDITOR  
mk

STATE OF OHIO  
Linda Hanson  
Logan County RECORDER 3P  
DEED 2011001003 OR 1020/638  
PAM  
02/16/2011 10:13:50 AM  
RECORDING FEES: \$36.00  
THOMPSON DUNLAP HEYDINGER MACDONA  


**QUIT CLAIM DEED**

O'CONNOR FARMS, INC., an Ohio corporation, Grantor, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 353, Page 663, Official Records of the Logan County Recorder

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

IN WITNESS WHEREOF, the said O'Connor Farms, Inc. has caused this instrument to be signed by its Vice President and by authority of its Board of Directors this 19<sup>th</sup> day of March, 2010.

O'CONNOR FARMS, INC.

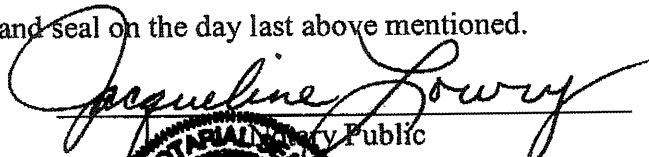
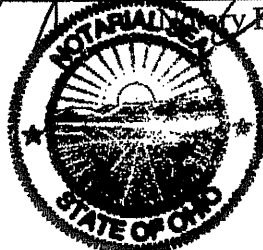
By: 

Its: Vice President

STATE OF OHIO, LOGAN COUNTY, SS:

On this 19<sup>th</sup> day of March, 2010, before me a Notary Public in and for said County, personally appeared Chris Olenko the agent/VP, of O'Connor Farms, Inc., the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as agent/VP on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation and of themselves as such officer.

WITNESS my official signature and seal on the day last above mentioned.

  
\_\_\_\_\_  
NOTARY PUBLIC  
  
JACQUELINE LOWRY  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 2-6-2014



## EXHIBIT "A"

### TRACT I:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on December 7, 2009. *Parcel # 36-019-00-00-004.003*

### TRACT II:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

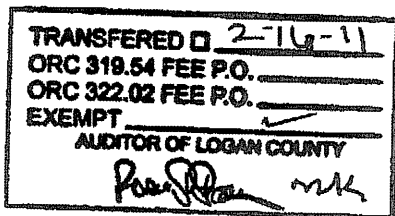
Containing 0.021 acre.


This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on December 23, 2009.

*Parcel # 36-019-00-00-004.001*



STATE OF OHIO  
Linda Hanson  
Logan County RECORDER 3P  
DEED 2011001004 OR 1020/841  
PAM  
02/16/2011 10:13:50 AM  
RECORDING FEES: \$56.00  
THOMPSON DUNLAP HEYDINGER MACDONA  


**QUIT CLAIM DEED**

O'CONNOR FARMS, INC., an Ohio corporation, Grantor, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 353, Page 663, Official Records of the Logan County Recorder

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

IN WITNESS WHEREOF, the said O'Connor Farms, Inc. has caused this instrument to be signed by its Vice President and by authority of its Board of Directors this 19<sup>th</sup> day of March, 2010.

O'CONNOR FARMS, INC.

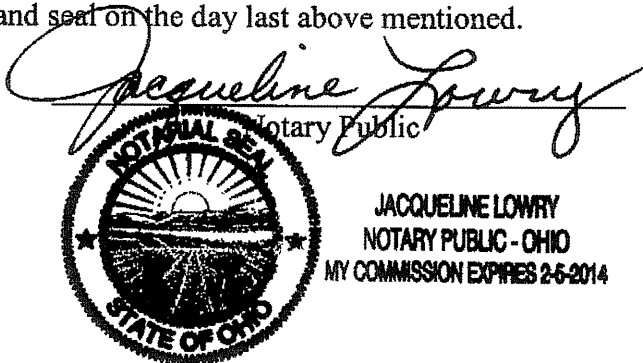
By 

Its: Vice President

STATE OF OHIO, LOGAN COUNTY, SS:

On this 18<sup>th</sup> day of March, 2010, before me a Notary Public in and for said County, personally appeared Chris O'Connor, the agent VP, of O'Connor Farms, Inc., the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as agent on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation and of themselves as such officer.

WITNESS my official signature and seal on the day last above mentioned.



## EXHIBIT "A"

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the O'Connor Farms, Inc., 62.40 acre tract as deeded and described in Volume 353, Page 663, Tract I of the Logan County Records of Deeds and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east line of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 259.96 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with the lines of the said 1.184 acre tract, the following two courses:

S 81°-56'-05"W, a distance of 187.28 feet to a 5/8 inch iron rod found.

S 01°-30'-14"E, a distance of 13.09 feet to a 5/8 inch iron rod set.

THENCE, S 81°-56'-05"W, a distance of 7.03 feet to a 5/8 inch iron rod set.

THENCE, N 08°-03'-55"W, a distance of 82.75 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the left, having a central angle of 125°-12'-44", a radius of 196.00 feet, an arc length of 428.33 feet, a chord bearing N 08°-13'-35"W, a distance of 348.04 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the right, having a central angle of 62°-51'-35", a radius of 104.00 feet, an arc length of 114.10 feet, a chord bearing N 39°-24'-10"W, a distance of 108.46 feet to a 5/8 inch iron rod set.

THENCE, N 07°-58'-22"W, a distance of 265.92 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the right, having a central angle of 32°-35'-13", a radius of 104.00 feet, an arc length of 59.15 feet, a chord bearing N 08°-19'-14"E, a distance of 58.36 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the left, having a central angle of 79°-55'-24", a radius of 196.00 feet, an arc length of 273.41 feet, a chord bearing N 15°-20'-51"W, a distance of 251.77 feet to a 5/8 inch iron rod set on the State Line.

THENCE, with the State Line, the following two courses:

S 89°-53'-40"E, a distance of 47.65 feet to a 5/8 inch iron rod set.

S 77°-34'-01"E, a distance of 242.49 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the south line of a tract of the Indian Lake Reservoir Lands, S 87°-18'-03"E, a distance of 13.10 feet to a 5/8 inch iron rod found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 988.12 feet to the point of beginning.

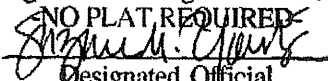
Containing 4.881 acres.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009, revised December 17, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on November 3, 2009 and revised December 17, 2009.

Parcel # 36-019-00-00-001.002

Approved by LUC  
Regional Planning Commission  
~~NO PLAT REQUIRED~~  
  
Designated Official  
Date 2-15-11

**DESCRIPTION CHECKED**  
**LOGAN CO. ENGINEER**  
BY guy 2-15-11



## WARRANTY DEED

VOL 353 PAGE 663

COLUMBIA BLANK BOOK CO., COLO., U.  
FORM 1, 12-9

## Know all Men by these Presents

That THOMAS E. O'CONNOR and MARGARET O'CONNOR,  
husband and wife,

of the City of Bellefontaine, County of Logan  
and State of Ohio Grantors, in consideration of the sum of  
One Dollar and Other Valuable Considerations  
to them paid by O'CONNOR FARMS, INC.,  
an Ohio Corporation,

~~of the~~ ~~City~~ ~~of~~ ~~Bellefontaine~~, County of Logan  
and State of Ohio Grantee, the receipt whereof is hereby  
acknowledged, do hereby grant, bargain, sell and convey to the said  
Grantee, O'Connor Farms, Inc.,

its successors ~~and assigns forever~~ the  
following Real Estate situated in the County of Logan  
in the State of Ohio, and in the Township of  
Richland and bounded and described as follows:

Description checked  
Logan Co. Engineer  
By DEC 6-17-14

## TRACT I:

Being part of Virginia Military Survey number 13393 and beginning at a stone southeast corner to said survey number 13393; and northeast corner to survey number 9968; thence with the line between said surveys S. 82-3/4° W. 123 poles to a stake, northwest corner to lands of Fry Brothers, and northeast corner of another tract of land belonging to Thomas and John O'Connor in said survey number 9968; thence N. 8-1/2° W. 75.21 poles passing a stone at 40 poles to the top water line of the Lewistown Reservoir; thence with the meanderings of said top water line northeast to the east line of said survey number 13393; thence with said survey line S. 7-1/4° E. 127.8 poles passing a stone, corner to Joseph Ewings at 50 poles to the place of beginning, containing 78.60 acres; excepting therefrom the following described tract, to-wit: Being part of C. Wallace's survey number 13393 and bounded and described as follows: Beginning at a post at top water mark of the Lewistown Reservoir and in the east line of said survey a hickory tree 12" north 41 deg. E. 8 links, and a sycamore 10" N. 6 deg. E. 19-1/2 links distant; thence with said survey line S. 7-1/2 deg. E. twelve and one half (12.50) chains to a stake in the James Ewing west line, an ash tree 8 inches N. 12 deg. W. 11.50 links and a red oak 8" S. 20-1/2 deg. W. 23 links distant; thence with the top water line of the reservoir as follows: N. 56-1/4 deg. W. 5-1/2 chains; N. 89-1/2 deg. W. 4.11 chains; N. 46-1/4 deg. W. 2.38 chains; S. 86 deg. W. 2.22 chains; N. 63-1/4 deg. W. 1.16 chains; N. 37-1/4 deg. W. 1.31 chains; S. 77 deg. E. 2.89 chains; N. 66-1/4 deg. E. 3.07 chains; N. 39-3/4 deg. E. 1.61 chains; N. 61-1/4 deg. E. 2.46 chains; N. 56 deg. E. 2.18 chains; N. 53-3/4 deg. E. 1.61 chains; N. 60-1/4 deg. E. 1.36 chains to the place of beginning, containing 7.20 acres, more or less.

ALSO EXCEPTING 7.00 acres of the above description which, with the 7.20 acres already excepted, was platted as part of O'Connor's Allotment Number Two (2). FURTHER EXCEPTING one (1) acre conveyed to Richard and Ruth Schwind by deed recorded at Logan County Deed Record Volume 337, Page 807; and

353-663

353-605  
FURTHER EXCEPTING one (1) acre conveyed to C. H. Monteith recorded at Logan County Deed Record Vol. 236, Page 597.

ALL OF WHICH CONTAINS 62.00 ACRES, MORE OR LESS.

The next preceding instrument by or through which grantors claim title is recorded in Volume 143, Page 281 of the Deed Records of Logan County, Ohio.

TRACT II:

Being in Virginia Military Survey Number 9969 and beginning at two beeches northwest corner to Thomas Patterson and in the West patent line of said survey; thence N. 10-1/2° W. 100 poles to a white oak and beech southwest corner to Robert Boggs; thence with his line N. 78 E. 200 poles to a beech; thence S. 10-1/2° E. 100 poles to a buckeye and oak; thence S. 78 W. 200 poles to the place of beginning, containing 123 acres, be the same more or less.

ALSO the following: Commencing at William Caldwellader's northwest corner in James Patterson's south line; thence S. 12 E. 75 poles to John Patterson's corner; thence with Patterson's north line S. 78 W. 150 poles to the block line; thence with the block line N. 12 W. 75 poles to Patterson's southwest corner; thence with said Patterson's line N. 78 E. 150 poles to the place of beginning, containing 70-1/2 acres, more or less.

ALSO the following: Commencing at William Caldwellader's southwest corner in the south boundary line of said survey; thence S. 78 W. 150 poles, more or less, to the corner of said Survey; thence N. 12 W. 75 poles with the block line to a stake; thence N. 78 E. 150 poles, more or less, to Caldwellader's west line; thence with line S. 12 E. 75 poles to the place of beginning, containing 70-1/2 acres, more or less.

ALSO the following: Commencing at Ashbaugh's southwest corner; thence S. 78 W. 50-1/7 poles to a stake; thence N. 12 W. 150 poles to James Patterson's land; thence N. 78 E. 50-1/7 poles to a stake; thence S. 12 E. 150 poles with Ashbaugh's line to the beginning, containing 47 acres of land, more or less.

ALSO the following: Beginning at two beeches, corner to lot No. 2 of the subdivision of Survey 9969; thence N. 78 E. 200 poles to a buckeye and oak tree, corner to Lot No. 7; thence with the line of Lot No. 6 south 12 E. 50 poles to a stake; thence S. 78 W. 200 poles to a stake; thence N. 12 W. 50 poles to the place of beginning, containing 62.60 acres, and being part of Lot No. 4 of the subdivision of said Survey No. 9969.

CONTAINING IN ALL 375.60 ACRES, MORE OR LESS, TOGETHER WITH ALL THE APPURTENANCES AND HEREDITAMENTS THEREUNTO BELONGING, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

The next preceding instrument by or through which grantors claim title is recorded in Volume 196, Page 200, of the Deed Records of Logan County, Ohio.

TRACT III:

Being part of Military Survey No. 9968 and beginning at a stone N. E. corner of Lot No. 2, and runs S. 78 W. 128.5 poles to a stone corner to lot No. 2; thence N. 12 W. 11.5 poles to a water beech and ash corner to Fry and Moyer; thence N. 78 E. 10 poles to three small sugars (two gone) corner to Fry and Moyer; thence N. 12 W. 90 poles to a stone in Fry and Moyer's line; thence N. 78 E. 121 poles to a stone in the E. Patent line; thence S. 12 E. 101 poles to the beginning, containing 76.19 acres, more or less. And being the premises in said survey No. 9968 conveyed by Mary Cain and others to said Thomas O'Connor and John O'Connor by deed dated June 27, 1880, and recorded at page 385 of Vol. 60 of the Deed Records of said Logan County.

ALSO the following real estate situated in and being part of said Survey no. 9968 and beginning at a stone and two maples in the E. patent line; thence N. 12 W. (original course) 23.62 chains to a stone in said line and in a road; thence S. 78 W. 17.67 chains to a stake; thence S. 12 E. 23.62 chains to a stake in John Fry's N. line; thence N. 78 E. 17.67 chains to the place of beginning, and containing 40 acres, more or less, and being off of the E. end of 76.19 acres tract of land formerly owned by Mary Pendrey. The said above description being the same forty acres conveyed by Thomas J. Pendrey and Mary N. Pendrey, his wife, to the said Thomas O'Connor and John O'Connor by deed dated March 25, 1881, and recorded at page 157 of Volume 61 of the Deed records of Logan County, Ohio.

ALL OF WHICH CONTAINS 116.19 acres, more or less.

353-605

The next preceding instrument by or through which grantors claim title to the above Tract III is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT IV:

Being part of Military Survey No. 9968 and being Lot No. 4 as known in the division of land among the heirs of John Moyer deceased. A full description of which tract by metes and bounds is found in a case in partition recorded at page 184 of Chancery Record L of the Common Pleas Court of Logan County, Ohio, where said tract is bounded as follows: Beginning at a stake corner to lot No. 3; thence N. 78 E. 66-2/3 poles to a walnut buckeye and ash corner to Jacob Fry; thence with his line S. 12 E. 101.3 poles to a stake corner to lot No. 1; thence S. 78 W. 66-2/3 poles to a stake corner to lots Nos. 1-2-3; thence N. 12 W. 101.03 poles to the beginning, containing 42 acres, more or less.

The next preceding instrument by or through which grantors claim title to the above tract IV is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT V:

Being part of Virginia Military Survey No. 9968 and commencing at a stone at the northeast corner of Mattie E. Wood's 14.59 acre tract, from which a hickory 14 inches in diameter bears East 4 feet distant; thence with the west line of Thomas and John O'Connor's land N. 7-3/4° W. 13.41 chains to a stake; thence with the line of Thomas and John O'Connor's land S. 83-1/4° W. 14.15-1/2 chains to a stone in the center of a public road; thence S. 7-3/4° E. with the center of said road 13.41 chains to an iron bar at the northwest corner of Mattie E. Wood's 14.59 acre tract; thence with the North line of said Woods' tract N. 83-1/4° E. 14.20 chains to the beginning, containing nineteen (19) acres, more or less.

The next preceding instrument by or through which grantors claim title to the above tract V is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT VI:

Being part of a survey No. 9968 and being Lots Nos. 5-8 of the subdivision of the land of John Moyer, deceased, in a partition proceeding in the Court of Common Pleas of Logan County, Ohio, which proceeding is recorded in chancery Record Book L of said Court at page 184 which lots are bounded as follows: Beginning at a post in the N. line of said survey N. E. corner of Lot No. 7 and N. W. corner of Lot No. 8 of said subdivision; thence with the N. line of said survey and the N. line of said Lot No. 8 N. 78 E. 102.4 poles to the N. E. corner of said Lot No. 8; thence with the E. line of said lots 8 - 5 S. 12 E. 202.6 poles to the S. E. corner of said Lot No. 5; thence with the S. line of said Lot No. 5 and the N. line of lots 4 and 3 S. 78 W. 102.4 poles to the S. W. corner of said Lot No. 5; thence with the W. line of said lots 5 and 8 and the E. line of lots 6 and 7 N. 12 W. 202.6 poles to the place of beginning, containing 130 acres subject to the right of the State of Ohio to over flow five acres thereof with the waters of the Lewistown Reservoir as used at the time of the conveyance of said lands to the said Thomas O'Connor and John O'Connor by John H. Highlans, executor of James Russell deceased, by deed dated Nov. 2, 1895, and recorded at page 408 of Vol. 25 of the Deed Records of Logan County, Ohio. The said deed from said Highlans was in fact subject to a right of way conveyed by James Russell to said Thomas O'Connor and John O'Connor by a deed dated Jan. 5th, 1883, and recorded at page 606 of Vol. 64 of the Deed Records of Logan County, Ohio, and which right of way became merged with the fee by said deed from Highlans executor to said Thomas O'Connor and John O'Connor.

The next preceding instrument by or through which grantors claim title to the above tract VI is recorded in Volume 146, Page 121 of the Deed Records of Logan County, Ohio.

TRACT VII:

Being part of said survey No. 9968 and beginning at 3 beeches at the N. E. patent corner of said Survey No. 9968; thence with the E. patent line S. 12 E. 113 poles; thence S. 78 W. 121 poles to a stone; thence N. 12 W. 113 poles to the N. patent line; thence with said N. patent line N. 78 E. 123 poles to the beginning, contain-

ing 86 acres, more or less, and being the same premises conveyed to the said Thomas O'Connor and John O'Connor by William C. Fry et ux, by deed dated Dec. 12, 1906 and recorded at page 431 of Vol. 104, of the Deed Records of Logan County, Ohio.

The next preceding instrument by or through which grantors claim title to the above Tract VII is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT VIII:

Beginning at the point of intersection of the East line of said survey No. 9947 with the Center of the Great Miami River; thence with the East line of said Survey No. 9947 North  $10-1/2^\circ$  West 157  $5/10$  poles to a stone Northeast corner to said Survey; thence with the north line of said Survey South  $79-1/2^\circ$  West  $84-3/10$  poles to a stone Northeast corner to land formerly owned by Amos Bird; thence South  $10-1/2^\circ$  East 64 poles to a stone Southeast corner to said Bird land; thence South  $79-1/2^\circ$  West 20 poles to a post; thence South  $19-1/2^\circ$  East 57.3 poles to the center of the present established channel of the Great Miami River; thence up said river with the Center of its said channel to the place of beginning, containing  $91-1/4$  acres, more or less.

EXCEPTING THEREFROM one fourth of an acre conveyed by Robert Eickham, in his lifetime, to School District No. 1, for cemetery purposes, by deed recorded in Vol. 33, page 627 of the Logan County Deed Records, to which reference is made.

ALSO the following described real estate: Being a part of said Survey No. 9947 and beginning at a stone in the North line thereof, South  $79-1/2^\circ$  West  $84-3/10$  poles from the Northeast corner thereof; thence with the North line of said Survey, South  $79-1/2^\circ$  West 40 poles to a post in a road and Northeast corner to a 25 acre tract conveyed by James Wallingford to Jacob Fry; thence south  $10-1/2^\circ$  east 64 poles to a post; thence North  $79-1/2^\circ$  East 40 poles to a post; thence North  $10-1/2^\circ$  West 64 poles to the place of beginning containing 16 acres, more or less, formerly owned by Amos Bird.

ALSO the following described real estate: Being a part of said Survey No. 9947 and beginning at a post in a road South  $10-1/2^\circ$  East 64 poles distant from a post in the North line of said Survey, and Southwest corner to a 16 acre tract formerly owned by Amos Bird; thence North  $79-1/2^\circ$  East 20 poles to a stake; thence South  $10-1/2^\circ$  East  $57-3/10$  poles to the center of the present established channel of the Great Miami River; thence down said river with the center of said channel thereof to a point South  $10-1/2^\circ$  East from the place of beginning; thence North  $10-1/2^\circ$  West 26 poles to the place of beginning, containing six acres, more or less. The total acreage hereby conveyed being 113 acres, more or less, be the same more or less, but subject to all legal highways.

The next preceding instrument by or through which grantors claim title to the above Tract VIII is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT IX:

Being part of Virginia Military Survey No. 9947 and beginning at the northeast corner of Spencer's land, at a post in the north line of said survey 80.3 poles from the northwest corner; from which a post a burr oak 20 inches in diameter bears south  $26^\circ$  West 3 links; thence with the north line of said survey north  $78^\circ$  East 104 poles crossing the run twice to the center thereof; thence up the center thereof as the same meanders to a point directly north of the northwest corner of Elizabeth Mulford's 50 acre tract of land, an ash stump at the waters edge; thence South 113.3 poles to the southwest corner of said Elizabeth Mulford's said tract a post from which an elm 10 inches in diameter bears north  $31^\circ$  West 16 links; thence with the north line of John Thompson's land South  $78^\circ$  West 133.2 poles passing through the South edge of a pond (now fine bottom land) to a post from which an iron wood 4 inches in diameter bears east 8 links; thence with the east line of said Spencer's land north  $11^\circ$  West 198 poles to the place of beginning, containing one hundred and seventy-Six and  $91/100$  (176.91) acres of land.

EXCEPTING THEREFROM a tract of land off of the west side thereof containing Sixty-Six (66) acres, more or less, conveyed by Aaron Shroyer and wife to Edward

Burgan and conveyed by Edward Burgan to O'Connor Brothers.

ALSO five (5) acres of land off of the north side thereof, conveyed by Aaron Shroyer and wife to Jacob Fry, and conveyed by Jacob Fry to C. T. Connor. The parcel of land herein intended to be conveyed contains one Hundred and Four (104) acres of land, more or less.

The next preceding instrument by or through which grantors claim title to the above Tract IX is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

**TRACT X:**

Being a part of Military Survey No. 9947 and beginning at an iron barrow tooth in the center of the Huntsville and Reservoir Pike and at the S. E. corner of Harrison Spencer's farm; thence with Spencer's E. line N.  $6-1/2^{\circ}$  W. 50 chains to a stake on the S. bank of the Miami and Red Slough ditch and in the N. line of said survey No. 9947, and N. E. corner to said Spencer; thence with survey line crossing said ditch N.  $81-3/4^{\circ}$  E. 13.51 chains to a stake from which a coffee nut tree 14 in. in diameter bears N.  $81-1/2^{\circ}$  E. 120 links distant and an ash 14 in. in diameter bears N.  $74-1/2^{\circ}$  W. 106 links distant; thence S.  $6-1/2^{\circ}$  E. 50.35 chains to an iron harrow tooth driven in the center of said pike; thence with the pike S.  $82-3/4^{\circ}$  W. 13.51 chains to the place of beginning, containing 67.80 acres. And being the same premises conveyed by Edward Burgin to Thomas and John O'Connor by deed dated Feb. 25, 1909, and recorded at page 281 in Deed Book No. 107 of the Deed Records of Logan County.

The next preceding instrument by or through which grantors claim title to the above Tract X is recorded in Volume 146, Page 121 of the Deed Records of Logan County, O.

**TRACT XI:**

Being part of Original Military Survey No. 9947 and beginning at a post in the center of the Huntsville and Reservoir pike at the southeast corner of the Ursula Bailey land; thence with the center of said pike eastward to its intersection with the center of the Miami Pike; thence with the center of said Miami Pike northward to a post in the center of the old channel of the Miami River; thence down said river following the meanderings of the same with center of the old channel thereof to a post in the center of said old channel southwest corner to the Thomas Carroll land and southeast corner to the lands formerly owned by the late John Fry; thence North  $6^{\circ}$  west 65 feet to a stone in a public road and in the west line of said Carroll land, from which an elm 8 inches diameter bears South  $75-1/4^{\circ}$  East 129.8 feet and a wild cherry nine inches diameter bears north  $1-3/4^{\circ}$  West 331.5 feet; thence North  $87^{\circ}$  west 104 feet to a stone; thence North  $43-3/4^{\circ}$  West 325.1 feet to a small stone from which a white oak 22 inches diameter bears north  $71-1/4^{\circ}$  West 33.8 feet and a sugar 18 inches diameter bears south  $17-1/4^{\circ}$  East 57.1 feet; thence North  $20-1/2^{\circ}$  West 174.7 feet to a small stone; thence north  $67-1/4^{\circ}$  West 148 feet to a stone from which a sugar tree 22 inches diameter bears south  $4-1/4^{\circ}$  east 27 feet and a black walnut 16 inches diameter bears South  $72^{\circ}$  West 87.6 feet; thence South  $23-1/4^{\circ}$  west 120 feet to the center of the Miami River, from which a black walnut 22 inches diameter bears South  $23-1/4^{\circ}$  West 48.5 feet; thence with the center of said river and following the meanderings of the old channel thereof being the line between the lands of said John Fry and heirs of E. Bailey, deceased, southward to a post in said channel and corner to said Bailey land and grantors fifty acre tract; thence southward with the east line of said Bailey land to the place of beginning, containing 54.33 acres, more or less.

EXCEPTING the following, being all the portion of the following described premises lying north and east of the center line of the present established channel of the Great Miami River as located by the County Engineer in-between the point of intersection of the center of said river with the center line of the Miami Pike and the point of its intersection with a line running south  $10-1/2^{\circ}$  East from a stone in the center of a gravel road between the lands of Connor and Carroll Brothers.



FURTHER EXCEPTING THEREFROM the following, being in Ohio Virginia Military Survey 9947 and beginning at an iron pin at the intersection of the center line of County Highway 38 with the center line of S. H. 168 (now abandoned by the State Highway Department and a part of Logan County Highway system), thence with the center of S. H. 168 S. 81° 52' W. 1319.1 feet to a point in the center of S. H. 168 (said point being at Station 468 + 80.75 of Right-of-way plan L-11 in the Logan County Engineer's Office), thence N. 8° 15' W. 617.5 feet (passing an iron pipe at 30.0 feet) to an iron pipe; thence N. 82° 24' E. 176.0 feet to an iron pipe; thence N. 8° 06' W. 556.3 feet to an iron pipe; thence S. 39° 37' E. 411.0 feet to a 15" walnut; thence S. 32° 32' E. 357.0 feet to an iron pin; thence S. 67° 52' E. 395.1 feet to an iron pipe; thence N. 88° 27' E. 348.4 feet to an iron pipe in the center of County Highway 38; thence with County Highway 38 S. 2° 00' W. 559.6 feet to the place of beginning, containing 25.55 acres, and being a tract of land out of the southeast corner of Thomas O'Connor's 54.33 acre tract in said survey.

ALL OF WHICH SAID TRACT CONTAINS 28.78 ACRES OF LAND, MORE OR LESS.

The next preceding instrument by or through which grantors claim title to the above Tract XI is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

SEP -8 1992

, DECEASED

Docket

## Rage

## Revised Code, Sec. 2113.61

NO. 1

[illegible]

1153

1990

O.R.

V01

168 PAGE 10

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, if decedent's interest was a fractional share, be sure to so state]: PAGE 1

Include reference to volume and page of the recording of the next preceding recorded instrument by or through which the grantor or grantors claim title.

Situated in the Township of Richland, County of Logan, and the State of Ohio, and bounded and described as follows:

TRACT I. Beginning at a point in the south line of Survey No. 10503 where said line intersects the middle line of the Lima Road and running thence with said south line South 78° West 145 rods to an ash and beech from one root; thence North 12° West 72 rods to a small buckeye; thence with Bennett's south line, North 78° East 134 rods to the middle of said Lima Road and thence with the middle of said road South 20-1/2° East 72.8 rods to the place of beginning, containing 62.77 acres more or less and being a part of Survey No. 10503.

Parcel No. 36-020-00-00-002-000

Tract II. Being part of Virginia Military Survey No. 12278 and beginning at an ash and beech from one root and corner of Tract No. 3 in deed from James M. Bennett to Jesse R. Bennett, dated November 23, 1910, and running thence South 78° West 15 rods, more or less, to a stone corner to the lands formerly belonging to Joseph Ewing, now belonging to Dann and Black; thence North 12° West with the land of said Ewing 72 rods to a stake; thence North 78°, East 15 rods, more or less, to a small buckeye and another corner to said Tract No. 3 in said deed from James M. Bennett to Jesse R. Bennett; thence South 12° East 72 rods to the place of beginning, containing 6.75 acres, more or less.

Parcel No. 36-019-00-00-007-001

TRACT III. Being a part of Survey No. 9969 and beginning at the Northeast Patent Corner of said Survey at a hickory, lynn and sugar tree; thence South 12° East 50 poles to a stake; thence South 78° West 207.4 poles to the west line of said tract to a stake; thence North 12° West 50.3 poles to a dogwood and hickory in the North Patent Line; thence North 78° East 208 poles to the place of beginning, containing 64.80 acres, more or less.

EXCEPTING all that part of the above described premises lying east of the Lima and Bellefontaine Pike (now Route 117), containing about 12 acres, more or less.

It is the intention of the grantor herein to convey to the grantee all that part of the above described 64.80 acres lying west of the Lima and Bellefontaine Pike (now Route 117) and south of the Ewing Road, containing 50 acres, more or less.

FURTHER EXCEPTING from the above described 50 acres, the following:

Being a parcel of land situated in the northern part of Virginia Military Survey No. 9969, Richland Township, Logan County, Ohio and more fully described as follows:

Beginning at a point (this said point lies on the centerline of County Road No. 38 being S. 83° and 5' W. a distance of 1771.72' from the centerline of State Route 117); thence S. 08° and 43' E. for a distance of 846.33' to a point; thence S. 83° and 07' W. for a distance of 1010.75' to a point; thence N. 08° and 43' W. for a distance of 845.75' to a point lying on the centerline of County Road No. 38; thence N. 83° and 05' E. along the centerline of County Road No. 38 a distance of 1005.87 feet to the point of beginning.

Said parcel of land contains 19.58 acres, more or less, and is subject to all legal highways.

Tract III containing after both the above described exceptions, 30.42 acres more or less.

Parcel No. 36-020-00-00-026-000

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DO NOT WRITE IN THIS SPACE

\* FILE

**TRACT IV.** Being Lots Numbers Four (4), Five (5) and Six (6) in Henry O. Hotchkiss sub-  
division of Surveys Numbers 12278 and 12311 according to a plat of said lots and surveys  
recorded April 24, 1863, in Plat Book A, page 1, of the records of said Logan County,  
Ohio, containing 218 acres, more or less.

EXCEPTING a strip of land in the amount of three (3) acres, more or less extending along  
the entire west line of said premises; excepting, however, from said three acres, more or  
less, the 0.29 acre conveyed to Elizabeth J. Schuler in deed Vol. 287, Page 430 of the  
Deed Records of Logan County, Ohio, and being part of the 0.92 acre conveyed therein.  
Said 0.29 acre referred to therein as being out of B. W. Fair's 3.31 acre tract, which  
3.31 acre tract being also known as the 3.00 acre tract excepted hereinabove.

Also excepting from the above described 218 acres, more or less, the following described  
real estate:

Being part of Virginia Military Survey 12278-12311 and more particularly described as  
follows:

Beginning at an iron pin in the center of County Highway Number 38 at the Southeast  
corner of Boyd W. Fair's 3.02 acre tract, said pin being North 82° 46' East, 65.8 feet  
from an iron pin at the Southwest corner of said Virginia Military Survey 12278-12311;  
thence with the East line of said 3.02 acre tract North 6° 52' West, 1264.7 feet to an  
iron bar in the South line of Elizabeth J. Schuler's 0.92 acre tract; thence with said  
South line North 83° 08' East, 20.0 feet to an iron pipe at the Southeast corner of said  
tract; thence with said Schuler's East line North 6° 22' West, 173.8 feet to an iron pipe  
at the Northeast corner of said tract; thence with said Schuler's North line South 83°  
13' West, 21.5 feet to an iron bar in the East line of said Boyd W. Fair's 3.02 acre  
tract; thence with said East line North 6° 52' West, 465.3 feet to an iron bar in the  
"Wonder's State Line"; thence with said State Line South 58° 10' East, 253.3 feet to a  
stake; thence continuing with said line North 35° 43' East, 229.9 feet to an iron bar;  
thence South 6° 10' East, 824.4 feet to an iron bar; thence South 62° 38' West, 86.2 feet  
to an iron bar; thence South 6° 24' East, 356.6 feet to an iron bar; thence North 83° 58'  
East, 63.2 feet to an iron bar; thence South 7° 33' East, 700.5 feet to an iron pin in  
the center of County Highway Number 38; thence with said centerline south 82° 46' West,  
330.9 feet to the place of beginning, containing 17.94 acres, more or less.  
Also excepting from the above described 218 acres, more or less, 0.37 of an acre off the

CONTINUE ON REVERSE SIDE, IF NECESSARY

Date Issued

Probate Judge

### AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records  
of this Court.

Date

Probate Judge/Clerk

\*

L-1153

FILE

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easterly side of the following described real estate; Situated in Richland Township, Logan County, Ohio, and being part of V.M.S. 13393 and 12278-12311 and: Commencing at an iron bar in the center of County Highway 38 at the southeast corner of said V.M.S. 13393; thence with said survey line N. 7° 48' W. 1264.8 feet to a steel post at the northeast corner of Thomas E. O'Connor's 63.12 acre tract, said post being the beginning point of this description; thence with said O'Connor's north line, N. 88° 44' W. 167.1 feet to an iron bar; thence N. 7° 28' E. 154.0 feet to an iron bar, crossing a channel to Indian Lake at 72 and 135 feet; thence N. 82° 36' E. 219.2 feet to an iron pipe, crossing the east line of said V.M.S. 13393 at 124.4 feet; thence S. 7° 00' E. 173.8 feet to an iron pipe; thence S. 82° 30' W. 92.4 feet to the place of beginning. Containing 0.92 of an acre more or less, there being 0.55 of an acre in V.M.S. 13393 and 0.37 of an acre in V.M.S. 12278-12311. Said 0.37 acre exception being all of the above described 0.92 acre that is in V.M.S. 12278-12311. Containing in all after said exceptions, 196.98 acres, more or less. Parcel No. 36-019-00-00-007-000.

PRIOR INSTRUMENT REFERENCE: Volume 374, Pages 773-777 Logan County Deed Records.

NEW SURVEY REQUIRED  
NEXT TRANSFER  
LOGAN CO. ENGINEER

DATE 9-4-92 BY JCH

TRACTS II + IV ONLY

DESCRIPTION CHECKED  
LOGAN CO. ENGINEER

BY JCH 9-4-92

TRANSFERRED:	<u>9-8-92</u>
ORC 319.54 FEE PD	_____
ORC 322.02 FEE PD	_____
EXEMPT	<u>✓</u>
AUDITOR OF LOGAN COUNTY	
<u>Jean Jones</u> <sup>th</sup>	

STATE OF OHIO  
RECEIVED SEP - 8 1992

TIME 11:36:03 A.M.

RECORDED SEP - 8 1992

Official Records

VOL. NO 168 PAGE 10-13

CAROLYN COLLINS <sup>th</sup>

LOGAN COUNTY RECORDER

*Red*  
**9207109**

Date Issued

September 8, 1992

Probate Judge

Michael L. Brady <sup>th</sup> **9-8-92** **XX**

AUTHENTICATION

\*

**1153**

**FILE**

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

Date

September 8, 1992

Probate Judge/Clerk

Michael L. Brady <sup>th</sup> **9-8-92** **XX**



# LONGVIEW COVE AT INDIAN LAKE

VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311  
RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO  
MAY 2011

## APPROVALS

PLAT PRE-APPROVED \_\_\_\_\_

PLAT CHECKED \_\_\_\_\_

REVIEWED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
CHAIRMAN RICHLAND TOWNSHIP TRUSTEES

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
LOGAN COUNTY ENGINEER

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
LOGAN COUNTY HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
LOGAN-UNION-CHAMPAIGN  
REGIONAL PLANNING COMMISSION

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
LOGAN COUNTY COMMISSIONERS

TRANSFERRED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011. \_\_\_\_\_  
AUDITOR, LOGAN COUNTY, OHIO

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011, AT \_\_\_\_ M. \_\_\_\_\_

RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011, IN PLAT CABINET B, SLIDES \_\_\_\_\_. \_\_\_\_\_  
RECORDER, LOGAN COUNTY, OHIO

## DECLARATION AND ACKNOWLEDGEMENT:

The undersigned, Longview Cove Group LLC, an Ohio limited liability company (the "Declarant"), owner of the Property platted herein, hereby certifies that this Plat correctly represents the Property which comprises Longview Cove at Indian Lake (the "Subdivision"), and Declarant does hereby authorize and accept this Plat and dedicate to private use the Private Street and Common Areas shown herein and not heretofore dedicated. The Property and each Lot transferred therefrom, and all Private Streets and Common Areas, shall be subject to the terms, provisions, covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Assessments and Assessment Liens applicable to the Subdivision (the "Declaration"). The Declaration is hereby incorporated herein by reference. The capitalized terms set forth in this Declaration and as used on this Plat are defined terms in the Declaration and shall have the same meanings in this Declaration as set forth in the Declaration.

The Private Streets and Common Areas are dedicated for the private and exclusive use and access of the Declarant, Owners, Occupants, police, firemen, emergency personnel and others as specified in the Declaration. No public agency, state, county or township, is responsible for maintenance, repair, reconstruction, etc. of the Private Streets and Common Areas and the responsibility rests with the Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, as specified in the Declaration. The Lots and Private Streets are shown on this Plat in feet and decimal parts thereof.

Any use of the Lots and Improvements shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations of Logan County, Ohio and/or Richland Township, for the benefit of the Declarant and all future Owners, and their respective heirs, successors and assigns, taking title through the Declarant. Except as may be shown to be more restrictive on this Plat, building setback distances shall conform to Richland Township zoning regulations.

The following easements are reserved and dedicated with respect to the Property and the Subdivision:

- (a) all easements shown on this Plat;
- (b) a ten (10) foot easement running along the front (i.e., road frontage) Lot line of each Lot located adjacent to a Private Street; and
- (c) a five (5) foot easement running along each side Lot line of each Lot located adjacent to a Private Street.

The foregoing easements are reserved and dedicated for the following purposes:

- (i) public and private utility uses above and beneath the surface of the ground;
- (ii) the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone, or other utility lines or services;
- (iii) the removal of any and all trees, vegetation or other obstructions to the use of said utilities; and
- (iv) the construction, operation, maintenance, repair, replacement, or removal of Improvements above and beneath the surface of the ground which are part of the drainage system used for the detention and transport of surface and storm waters for the Subdivision, or which are necessary to support and operate such drainage system, including without limitation, subsurface tile and curtain drain outlets.

It shall be lawful for any such utility, public or private, or its employees, agents or contractors, to enter upon the Private Streets and said easements at any time for the purpose of carrying out the objectives for which said easements are reserved and dedicated. Except for items necessary for the purpose of carrying out the objectives for which said easements are reserved and dedicated, no permanent structures or plantings of any nature are permitted within any utility easement area.

In addition to the foregoing easements, an exclusive two (2) feet diameter easement is reserved and dedicated of all Property corners and points of curvature for monumentation. No surface or buried utilities of any kind may be placed within these easement areas.

Ownership of any Improvements and Common Areas and Common Facilities, including the Private Streets, is set forth in the Declaration. This Plat consists of three (3) pages and all pages must be used for complete representation of the Subdivision.

OWNER AND DECLARANT:  
Longview Cove Group LLC, an Ohio limited liability company

By: \_\_\_\_\_  
J. David Duff, Member

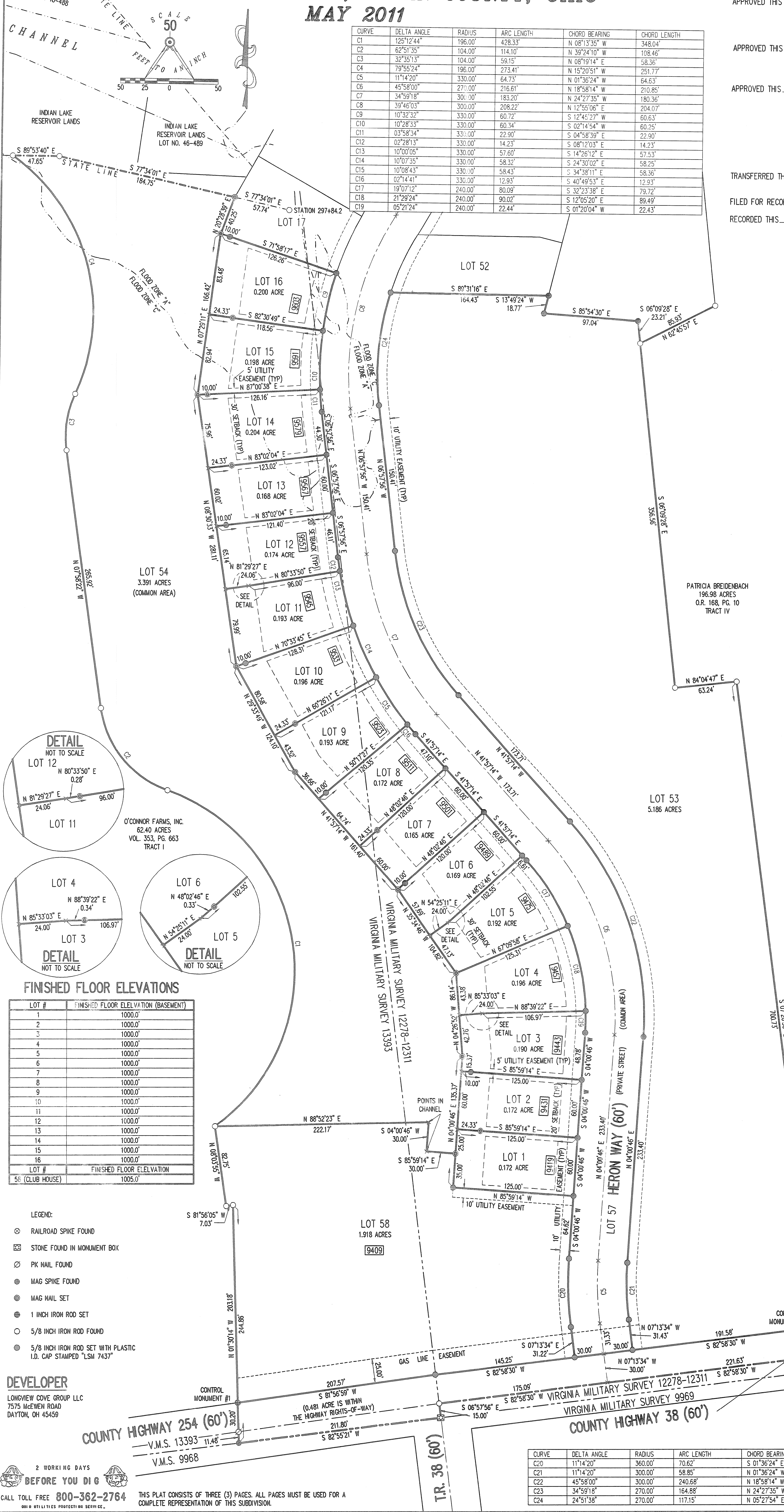
By: \_\_\_\_\_  
Michael L. Simms, Member

By: \_\_\_\_\_  
William A. Simms, Jr., Member

STATE OF OHIO, COUNTY OF LOGAN, SS:  
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2011, by J. David Duff, Michael L. Simms and William A. Simms, Jr., as Members of Longview Cove Group LLC, an Ohio limited liability company, on behalf of said company.

Notary Public

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125°12'44"	196.00'	428.33'	N 08°13'35" W	348.04'
C2	62°51'35"	104.00'	114.10'	N 39°24'10" W	108.46'
C3	32°35'13"	104.00'	59.15'	N 08°19'14" E	58.36'
C4	79°55'24"	196.00'	273.41'	N 15°20'51" W	251.77'
C5	11°14'20"	330.00'	64.73'	N 01°36'24" W	64.63'
C6	45°58'00"	270.00'	216.61'	N 18°58'14" W	210.85'
C7	34°59'18"	300.00'	183.20'	N 24°27'35" W	180.36'
C8	39°46'03"	300.00'	208.22'	N 12°55'06" E	204.07'
C9	10°32'32"	330.00'	60.72'	S 12°45'27" W	60.63'
C10	10°28'33"	330.00'	60.34'	S 02°14'54" W	60.29'
C11	03°58'34"	330.00'	22.90'	S 04°58'39" E	22.90'
C12	02°28'13"	330.00'	14.23'	S 08°12'03" E	14.23'
C13	10°00'05"	330.00'	57.60'	S 14°26'12" E	57.53'
C14	10°07'35"	330.00'	58.32'	S 24°30'02" E	58.25'
C15	10°08'43"	330.00'	58.43'	S 34°38'11" E	58.36'
C16	02°14'41"	330.00'	12.93'	S 40°49'53" E	12.93'
C17	19°07'12"	240.00'	80.09'	S 32°23'36" E	79.72'
C18	21°29'24"	240.00'	90.02'	S 12°05'20" E	89.49'
C19	05°21'24"	240.00'	22.44'	S 01°20'04" W	22.43'



### FINISHED FLOOR ELEVATIONS

LOT #	FINISHED FLOOR ELEVATION (BASEMENT)
1	1000.0'
2	1000.0'
3	1000.0'
4	1000.0'
5	1000.0'
6	1000.0'
7	1000.0'
8	1000.0'
9	1000.0'
10	1000.0'
11	1000.0'
12	1000.0'
13	1000.0'
14	1000.0'
15	1000.0'
16	1000.0'
17	1000.0'
LOT #	FINISHED FLOOR ELEVATION
56 (CLUB HOUSE)	1005.0'

- LEGEND:
- ⊗ RAILROAD SPIKE FOUND
  - ⊠ STONE FOUND IN MONUMENT BOX
  - ⊙ PK NAIL FOUND
  - MAG SPIKE FOUND
  - MAG NAIL SET
  - 1 INCH IRON ROD SET
  - 5/8 INCH IRON ROD FOUND
  - 5/8 INCH IRON ROD SET WITH PLASTIC I.D. CAP STAMPED "LSM 7437"

DEVELOPER  
LONGVIEW COVE GROUP LLC  
7575 McEVEN ROAD  
DAYTON, OH 45459

2 WORKING DAYS  
BEFORE YOU DIG

CALL TOLL FREE 800-362-2764

THIS PLAT CONSISTS OF THREE (3) PAGES. ALL PAGES MUST BE USED FOR A COMPLETE REPRESENTATION OF THIS SUBDIVISION.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C20	11°14'20"	360.00'	70.62'	S 01°36'24" E	70.50'
C21	11°14'20"	300.00'	58.85'	N 01°36'24" W	58.75'
C22	45°58'00"	300.00'	240.68'	N 18°58'14" W	234.28'
C23	34°59'18"	270.00'	164.88'	N 24°27'35" W	162.33'
C24	24°51'38"	270.00'	117.15'	N 05°27'54" E	116.23'

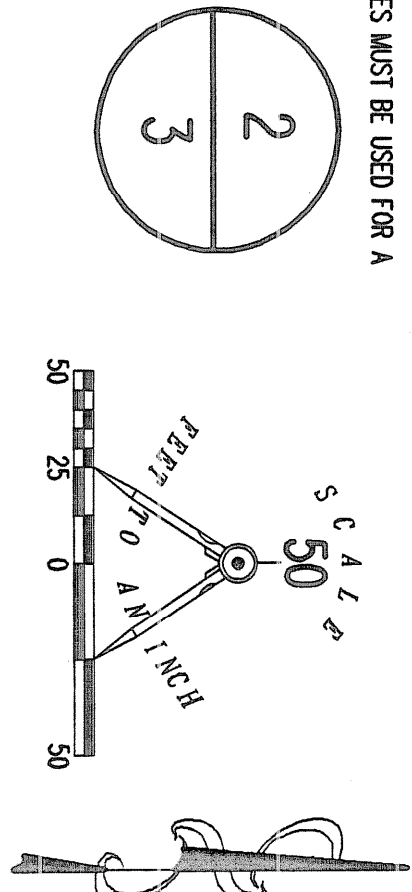
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(937) 593-7335  
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KSS LONGVIEW COVE 115310S10B1 L-1153-1



# LONGVIEW COVE AT INDIAN LAKE

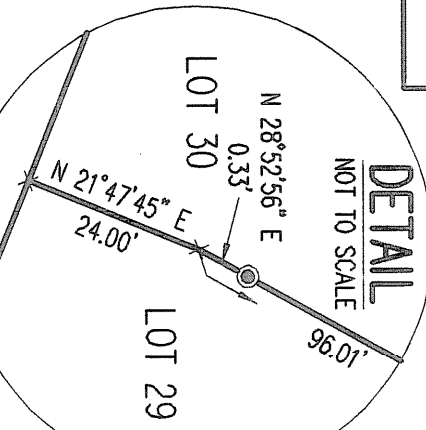
VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311  
RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO  
MAY 2011

THIS PLAN CONSISTS OF THREE (3) PAGES. ALL PAGES MUST BE USED FOR A  
COMPLETE REPRESENTATION OF THIS SUBDIVISION.

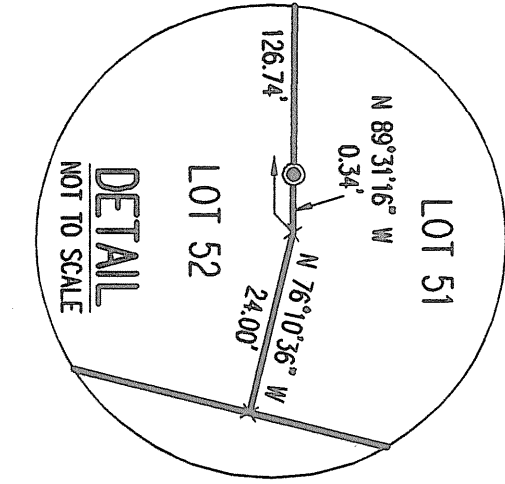
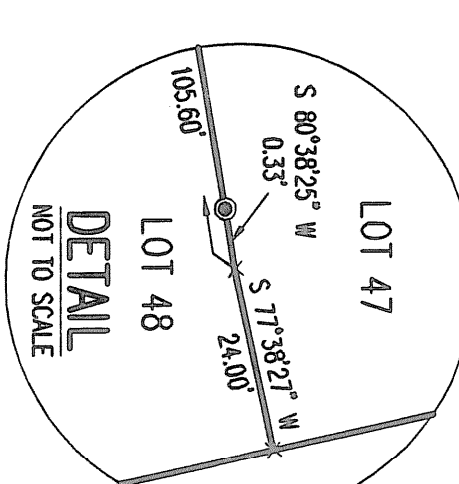
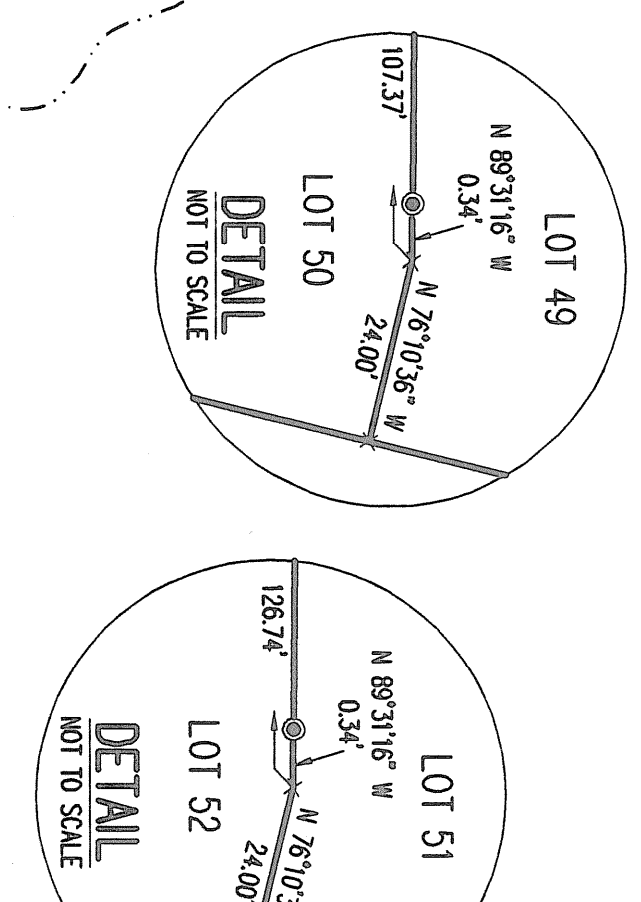
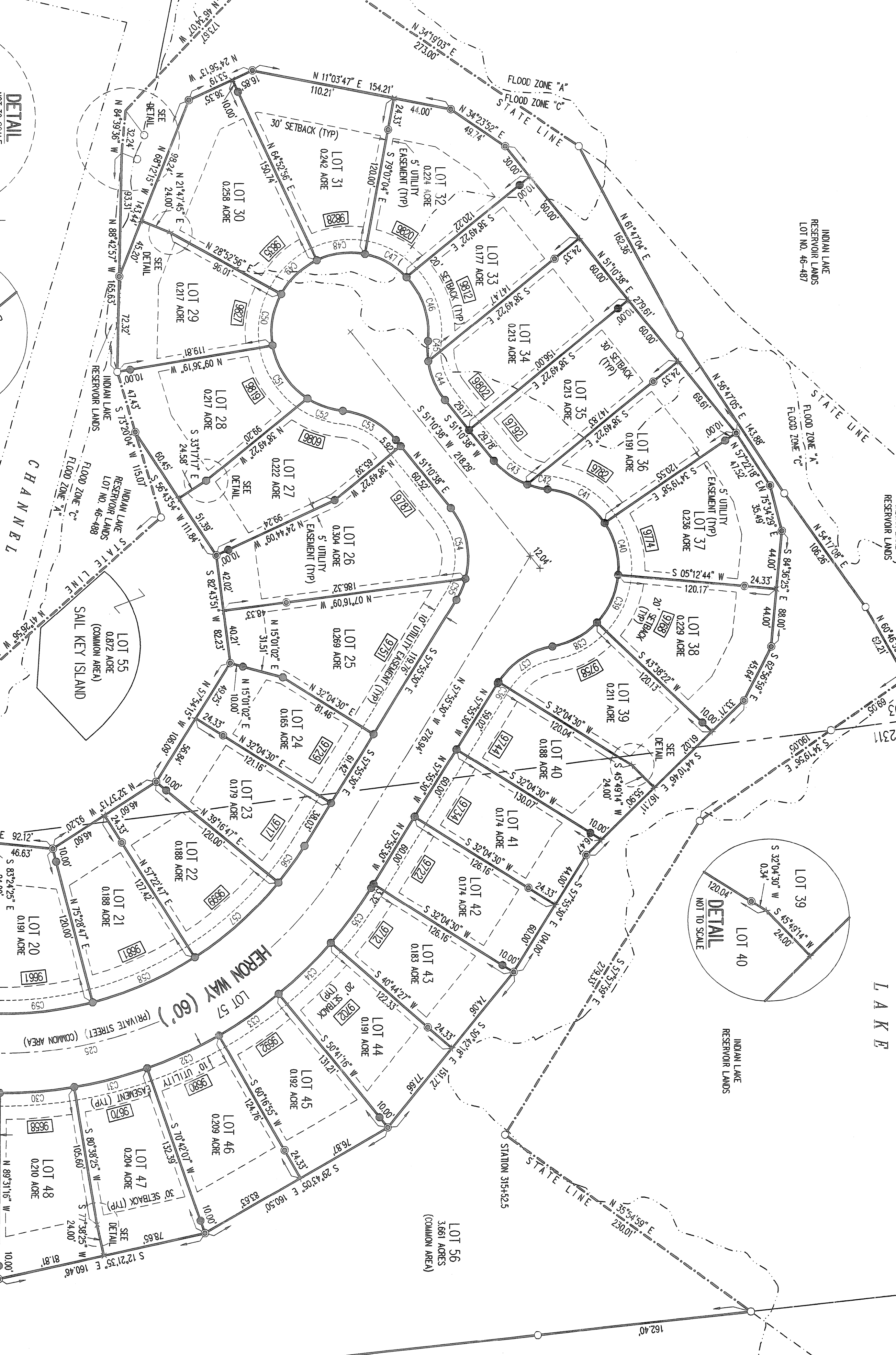


## FINISHED FLOOR ELEVATIONS

LOT #	FINISHED FLOOR ELEVATION (BASEMENT)
17	1000.0
18	1000.0
19	1000.0
20	1000.0
21	1000.0
22	1000.0
23	1000.0
24	1000.0
25	1000.0
26	1000.5
27	1000.9
28	1001.2
29	1001.2
30	1001.2
31	1001.2
32	1001.2
33	1000.8
34	1000.5
35	1000.2
36	1000.0
37	1000.0
38	1000.0
39	1000.0
40	1000.0
41	1000.0
42	1000.0
43	1000.0
44	1000.0
45	1000.0
46	1000.0
47	1000.0
48	1000.0
49	1000.0
50	1000.0
51	1000.0
52	1000.0



CHORD BEARING	CHORD LENGTH	ARC LENGTH	PAVING	DELTA ANGLE
N 12°33'41" W	426.94'	475.04'	300.00'	90°43'37"
N 24°54'09" E	435.93'	475.04'	270.00'	14°01'34"
N 32°21'42" E	635.25'	635.25'	330.00'	00°52'52"
N 27°18'09" E	62.49'	63.55'	330.00'	10°50'57"
N 05°42'56" E	60.24'	62.49'	330.00'	10°51'01"
N 04°19'44" W	57.24'	56.67'	330.00'	09°56'18"
N 30°00' E	60.00'	59.93'	330.00'	10°25'12"
N 34°30'54" W	55.59'	55.56'	330.00'	09°35'59"
N 44°06'53" W	51.89'	51.94'	330.00'	09°35'59"
N 57°55'07" W	48.94'	49.06'	330.00'	07°55'55"
N 27°36'32" W	38.58'	39.27'	60.00'	48°08'08"
N 65°34'27" W	39.49'	40.24'	60.00'	37°30'12"
N 75°26'23" W	40.55'	41.61'	60.00'	38°29'15"
N 56°42'42" E	38.55'	40.60'	60.00'	30°32'42"
N 19°18'59" E	28.45'	28.72'	60.00'	47°21'57"
N 28°23'27" E	46.48'	47.72'	60.00'	27°25'28"
N 28°15'11" E	54.87'	56.31'	60.00'	45°34'23"
N 28°15'11" E	17.47'	17.54'	60.00'	45°09'05"
N 54°19'31" E	33.93'	33.95'	720.00'	16°44'47"
N 41°00'13" E	81.94'	86.39'	270.00'	07°12'17"
N 23°13'13" E	81.94'	86.39'	270.00'	18°06'00"
N 09°38'13" E	81.94'	86.39'	270.00'	18°06'00"
N 27°14'27" W	50.33'	55.23'	270.00'	18°06'00"
N 37°14'27" W	50.33'	55.23'	270.00'	18°06'00"
N 30°56'35" W	28.84'	32.41'	330.00'	11°37'02"
N 23°36'21" W	54.14'	64.24'	330.00'	11°39'16"



## SURVEYOR'S CERTIFICATION

THE ACCOMPANYING PLAT REPRESENTS A SURVEY OF LAND IN VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO.

THE TRACT HAS A TOTAL AREA OF 29,249 ACRES OF WHICH 3,829 ACRES ARE IN THE HIGHWAY AND PRIVATE STREET (HERON WAY) RIGHTS-OF-WAY, LEAVING A NET AREA OF 25,420 ACRES IN THE REMAINING LOTS.

ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS ON CORNERS ARE AND DISTANCES.

I HEREBY STATE THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF LONGVIEW COVE AT INDIAN LAKE, AS SURVEYED IN DECEMBER 13, 2010 AND THAT ALL MONUMENTS HAVE BEEN FOUND, SET OR WILL BE SET UPON COMPLETION OF CONSTRUCTION AT A TIME AS DIRECTED BY THE DECREE.

WILLIAM K. BRUCE  
PROFESSIONAL SURVEYOR 7437  
DECEMBER 13, 2010

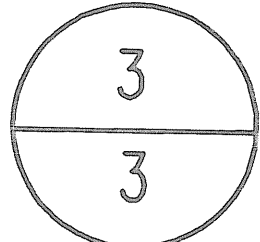
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VOL. 533, PGS. 663  
INDC11

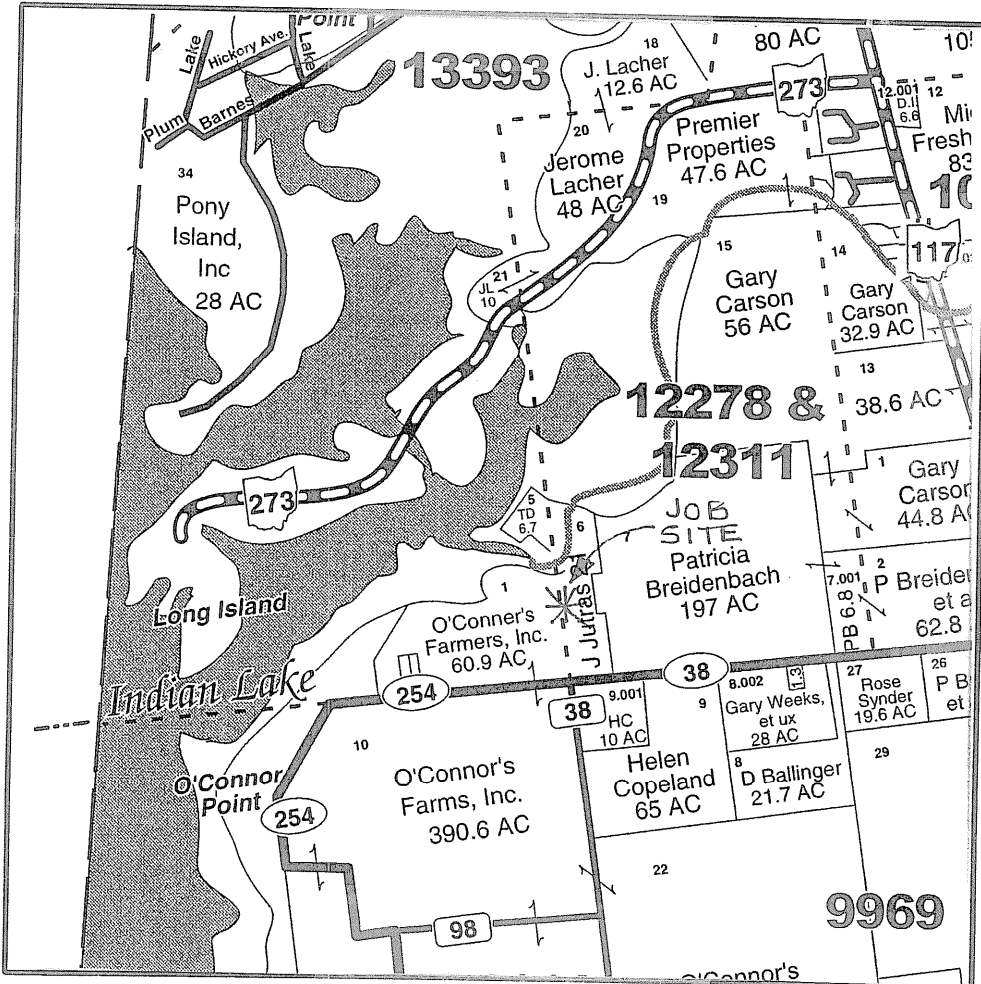
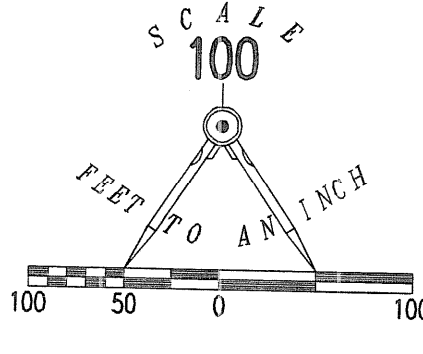


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# LONGVIEW COVE AT INDIAN LAKE

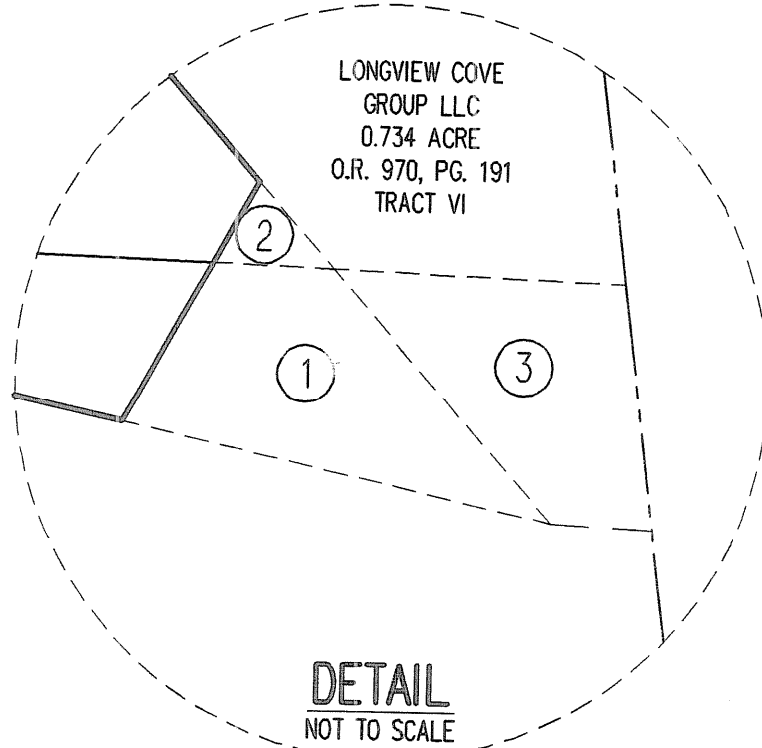
VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311  
RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO  
MAY 2011



VICINITY MAP

## OVERLAY MAP

OHIO REVISED CODE 711.02B



DETAIL  
NOT TO SCALE

- 1 LONGVIEW COVE GROUP LLC  
0.021 ACRE  
O.R. 1020, PG. 834  
TRACT I  
(REFERENCE O.R. 1020, PG. 838  
TRACT II)
- 2 LONGVIEW COVE GROUP LLC  
0.002 ACRE  
O.R. 1020, PG. 834  
TRACT 2
- 3 LONGVIEW COVE GROUP LLC  
0.019 ACRE  
O.R. 1020, PG. 834  
TRACT 3  
(REFERENCE O.R. 1020, PG. 838  
TRACT I)

### DESCRIPTION:

LYING IN VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO  
BEING ALL OF THE LONGVIEW COVE GROUP LLC, 1.184 ACRE TRACT, 13.414 ACRE TRACT, 2.007 ACRE TRACT, 0.889 ACRE TRACT, 6.100 ACRE TRACT AND 0.734 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 970, PAGE 191, TRACTS I, II, III, IV, V AND VI, 0.021 ACRE TRACT (REFERENCE O.R. 1020, PAGE 838, TRACT II), 0.002 ACRE TRACT AND 0.019 ACRE TRACT (REFERENCE O.R. 1020, PG. 838, TRACT I) AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 1020, PAGE 834, TRACTS 1, 2 AND 3 AND 4.881 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 1020, PAGE 841 OF THE LOGAN COUNTY RECORDS OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A STONE FOUND IN A MONUMENT BOX ON THE SOUTHEAST CORNER OF VIRGINIA MILITARY SURVEY 13393 ON THE CENTER-LINE OF TOWNSHIP ROAD 38.

THENCE, WITH THE SOUTH LINE OF VIRGINIA MILITARY SURVEY 13393 AND WITHIN THE RIGHT-OF-WAY OF COUNTY HIGHWAY 254 (60 FEET WIDE), S 82°-55'-21"W, A DISTANCE OF 211.80 FEET TO A MAG SPIKE FOUND.

THENCE, WITH THE LINES OF THE REMAINDER OF THE O'CONNOR FARMS, INC., ORIGINAL 62.40 ACRE TRACT (VOL. 353, PG. 663, TRACT I), THE FOLLOWING EIGHT COURSES:

N 01°-30'-14"W, A DISTANCE OF 244.86 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A PK NAIL FOUND ON THE CENTER-LINE LINE OF COUNTY HIGHWAY 254 AT 11.48 FEET AND A 1 INCH IRON ROD SET AT 41.68 FEET.

S 81°-56'-05"W, A DISTANCE OF 7.03 FEET TO A 5/8 INCH IRON ROD FOUND.

N 08°-03'-55"W, A DISTANCE OF 82.75 FEET TO A 5/8 INCH IRON ROD FOUND.

WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 125°-12'-44", A RADIUS OF 196.00 FEET, AN ARC LENGTH OF 428.33 FEET, A CHORD BEARING N 08°-13'-35"W, A DISTANCE OF 348.04 FEET TO A 5/8 INCH IRON ROD FOUND.

WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 62°-51'-35", A RADIUS OF 104.00 FEET, AN ARC LENGTH OF 114.10 FEET, A CHORD BEARING N 39°-24'-10"W, A DISTANCE OF 108.46 FEET TO A 5/8 INCH IRON ROD FOUND.

N 07°-58'-22"W, A DISTANCE OF 265.92 FEET TO A 5/8 INCH IRON ROD FOUND.

WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°-35'-13", A RADIUS OF 104.00 FEET, AN ARC LENGTH OF 58.15 FEET, A CHORD BEARING N 08°-19'-14"E, A DISTANCE OF 58.36 FEET TO A 5/8 INCH IRON ROD FOUND.

WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°-55'-24", A RADIUS OF 196.00 FEET, AN ARC LENGTH OF 273.41 FEET, A CHORD BEARING N 15°-20'-51"W, A DISTANCE OF 251.77 FEET TO A 5/8 INCH IRON ROD FOUND ON THE STATE LINE.

THENCE, WITH THE STATE LINE, THE FOLLOWING TWO COURSES:

S 89°-53'-40"E, A DISTANCE OF 47.65 FEET TO A 5/8 INCH IRON ROD FOUND.

S 77°-34'-01"E, A DISTANCE OF 184.75 FEET TO A MAG NAIL SET, REFERENCED BY A 5/8 INCH IRON ROD FOUND AT STATION 297+84.2, BEARING S 77°-34'-01"E, A DISTANCE OF 57.74 FEET.

THENCE, WITH THE INDIAN LAKE RESERVOIR LANDS AND AN EASTERLY LINE OF THE REMAINDER OF THE INDIAN LAKE RESERVOIR LANDS LOT NO. 46-489, N 29°-10'-59"E, A DISTANCE OF 36.07 FEET TO A POINT ON THE STATE LINE.

THENCE, WITH THE STATE LINE, THE FOLLOWING TWO COURSES:

N 41°-26'-56"W, A DISTANCE OF 313.20 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A 5/8 INCH IRON ROD FOUND AT 19.91 FEET.

S 73°-20'-04"W, A DISTANCE OF 115.07 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A MAG NAIL SET AT 67.64 FEET.

THENCE, WITH THE INDIAN LAKE RESERVOIR LANDS, N 88°-42'-57"W, A DISTANCE OF 165.63 FEET TO A POINT ON THE STATE LINE, REFERENCED BY A 5/8 INCH IRON ROD FOUND BEARING N 21°-49'-09"E, A DISTANCE OF 12.64 FEET, PASSING A MAG NAIL SET AT 72.32 FEET.

THENCE, WITH THE STATE LINE, N 84°-39'-36"W, A DISTANCE OF 32.24 FEET TO A POINT IN THE CHANNEL, REFERENCED BY A 5/8 INCH IRON ROD FOUND BEARING N 52°-52'-26"E, A DISTANCE OF 23.36 FEET.

THENCE, WITH THE STATE LINE AND A LINE OF THE INDIAN LAKE RESERVOIR LANDS LOT 46-487, N 46°-34'-07"W, A DISTANCE OF 173.67 FEET TO A 5/8 INCH IRON ROD FOUND.

THENCE WITH THE STATE LINE AND THE INDIAN LAKE RESERVOIR LANDS LOT NO. 46-487, N 34°-19'-03"E, A DISTANCE OF 273.00 FEET TO A 5/8 INCH IRON ROD FOUND.

THENCE, WITH THE LINES OF THE INDIAN LAKE RESERVOIR LANDS, THE FOLLOWING FOUR COURSES:

N 61°-47'-04"E, A DISTANCE OF 162.36 FEET TO A 5/8 INCH IRON ROD FOUND.

N 56°-47'-05"E, A DISTANCE OF 143.88 FEET TO A 5/8 INCH IRON ROD FOUND.

N 54°-17'-08"E, A DISTANCE OF 106.26 FEET TO A 5/8 INCH IRON ROD FOUND.

N 60°-46'-55"E, A DISTANCE OF 62.21 FEET TO A 5/8 INCH IRON ROD FOUND ON THE STATE LINE.

THENCE, WITH THE STATE LINE AND THE INDIAN LAKE RESERVOIR LANDS, THE FOLLOWING THREE COURSES:

S 34°-19'-56"E, PASSING INTO VIRGINIA MILITARY SURVEY 12278-12311, A DISTANCE OF 190.05 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A 5/8 INCH IRON ROD FOUND ON THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393 AT 69.05 FEET.

S 57°-57'-59"E, A DISTANCE OF 279.33 FEET TO A 5/8 INCH IRON ROD FOUND AT STATION 315+52.5.

N 35°-54'-59"E, A DISTANCE OF 230.01 FEET TO A 5/8 INCH IRON ROD FOUND.

THENCE, WITH THE WEST LINES OF THE PATRICIA BREIDENBACH 196.98 ACRE TRACT (O.R. 168, PG. 10, TRACT IV), THE FOLLOWING FIVE COURSES:

S 05°-56'-41"E, A DISTANCE OF 824.62 FEET TO A 5/8 INCH IRON ROD FOUND, PASSING A 5/8 INCH IRON ROD FOUND AT 162.40 FEET.

S 62°-45'-57"W, A DISTANCE OF 85.93 FEET TO A 5/8 INCH IRON ROD FOUND.

S 06°-09'-28"E, A DISTANCE OF 356.56 FEET TO A 5/8 INCH IRON ROD FOUND.

N 84°-04'-47"E, A DISTANCE OF 63.24 FEET TO A 5/8 INCH IRON ROD FOUND.

S 07°-20'-30"E, A DISTANCE OF 700.73 FEET TO A RAILROAD SPIKE FOUND ON THE CENTER-LINE OF COUNTY HIGHWAY 38, PASSING A 1 INCH IRON ROD SET AT 670.73 FEET.

THENCE, WITH THE CENTER-LINE OF COUNTY HIGHWAY 38 (60 FEET WIDE), S 82°-58'-30"W, A DISTANCE OF 396.72 FEET TO A 5/8 INCH IRON ROD FOUND ON THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393.

THENCE, WITH THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393 AND THE CENTER-LINE OF TOWNSHIP ROAD 38 (60 FEET WIDE), S 06°-57'-56"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.249 ACRES, OF WHICH 0.481 ACRE IS WITHIN THE HIGHWAY RIGHTS-OF-WAY. THERE ARE 12.566 ACRES WITHIN VIRGINIA MILITARY SURVEY 13393 AND 16.683 ACRES IN VIRGINIA MILITARY SURVEY 12278-12311.

THE BASIS FOR BEARINGS IS THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393, BEING N 06°-57'-56"W, AND ALL OTHER BEARINGS ARE FROM ANGLES AND DISTANCES MEASURED IN A FIELD SURVEY BY LEE SURVEYING AND MAPPING CO., INC., ON DECEMBER 13, 2010.

DESCRIPTION PREPARED BY WILLIAM K. BRUCE, PROFESSIONAL SURVEYOR 7437 ON FEBRUARY 17, 2011.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125°12'44"	196.00'	428.33'	N 08°13'35" W	348.04'
C2	62°51'35"	104.00'	114.10'	N 39°24'10" W	108.46'
C3	32°35'13"	104.00'	58.15'	N 08°19'14" E	58.36'
C4	79°55'24"	196.00'	273.41'	N 15°20'51" W	251.77'

### BASIS FOR BEARINGS:

BASIS FOR BEARINGS IS THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393, BEING N 06°-57'-56" W.

### FLOOD ZONE NOTE:

BASED ON AN AERIAL TOPOGRAPHY MAP PREPARED BY M.A.N. MAPPING SERVICES, INC. AND LEE SURVEYING & MAPPING, CO., INC. ON DECEMBER 26, 2007, PART OF THE AREA SHOWN IS IN FLOOD ZONE "A" (AREAS OF 100-YEAR FLOOD) AND FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING).

AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

BASE FLOOD ELEVATION IS 998.0 FEET. THE BASE FLOOD ELEVATION IS BASED ON A FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) LETTER DATED SEPTEMBER 2, 1986.

REFERENCE IS MADE TO THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 390772 0025 C WITH AN EFFECTIVE DATE OF MAY 15, 1985.

**CODE OF REGULATIONS  
OF  
LONGVIEW COVE HOMEOWNERS ASSOCIATION INC.**

This Code of Regulations was adopted as of the 1<sup>st</sup> day of April, 2011 by the Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation (the “*Association*”) and supersedes and replaces any and all previously adopted By-Laws and/or Codes of Regulations and is adopted for the governance of the Association.

**ARTICLE I**  
Definitions

The capitalized terms used herein shall have the same meanings assigned to such terms in the Declaration of Covenants, Conditions, Restrictions, Easements, Assessments, and Assessment Liens (the “*Declaration*”), recorded in the office of the Logan County, Ohio Recorder, with respect to the real property described therein (the “*Property*”), and as the Declaration may be lawfully amended from time to time. The Declaration, as lawfully amended from time to time, is hereby incorporated herein by reference.

**ARTICLE II**  
Name and Location

The name of the Association is “*Longview Cove Homeowners Association Inc.*” The principal office of the Association shall be as provided by the Articles and the Declaration.

**ARTICLE III**  
Members

Section 1.     **Membership.**   Membership in the Association is divided into three (3) separate categories as follows:

- (a)     Declarant.   Declarant being Longview Cove Group LLC, an Ohio limited liability company, its successors or assigns;
- (b)     Builders.   Builders being those persons or entities (excluding Declarant) who or which acquire title to any Lot within the Property for the purpose of constructing a Dwelling Unit thereon with the strict purpose of reselling the improved Lot to an Owner; and
- (c)     Owners.   Owners being those persons or entities (excluding Declarant and Builders) holding record title in fee simple to any Lot on the Property, whether or not such title holder actually resides on the Lot.

Section 2.     **Voting Rights.**   Owners and Builders shall be entitled to one (1) vote for each Lot owned. If ownership of a Lot is held by more than one person or entity, then the parties shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the parties cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited until such time as the parties designate which of them shall exercise such vote. As set forth in the Declaration, voting rights of Members may be suspended for failure to timely pay assessments.

Section 3.     **Number of Votes.**   At the time this Association comes into existence, the Declarant

category of membership shall be entitled to cast a total of fifty-two (52) votes, that being the combined total number of Lots that may be constructed upon the real property originally platted as “Longview Cove at Indian Lake” (the “**Subdivision**”). This total number of votes shall not be reduced by any transfers of Lots from the Declarant to Builders or Owners, and those Builders and Owners shall simply have the right to cast one (1) vote for each Lot they may own, with the Declarant continuing to hold the aforesaid total number of fifty-two (52) votes.

If additional Lots are created as a result of Lot splits created by the Declarant, or if property adjacent to the Property is platted and made a part of Longview Cove Subdivision, so as to increase the total number of Lots within the Property, the total number of votes that may be exercised by Declarant shall increase by the number of new Lots added to the Property. This new total number of votes shall not be reduced by any transfers of Lots from the Declarant to Builders or Owners, and those Builders or Owners shall simply have the right to cast one (1) vote for each Lot they may own.

Through this arrangement of voting rights, participating Builders and Owners will have an opportunity to act as Members and to exercise voting rights, but control of the Association will remain with the Declarant since the Declarant’s voting powers are not reduced merely by virtue of transfer of ownership of a Lot to a Builder or Owner.

At such time as there is no additional property that may be added to the Subdivision, and all of the combined number of available Lots have been sold by Declarant to Builders or Owners, then the Declarant and Builder categories of membership shall cease to exist. Thereafter, the Association shall operate with only one (1) class of membership, that being Owners, and any Builder who holds a title interest in a Lot shall be deemed an Owner and thereby a Member of the Association.

Section 4.     **Annual Meetings.** A regular annual meeting of the Members shall be held on the first Monday of January of each calendar year hereafter, or on such other date as may be designated by the Board at an hour and at a location established from time to time by the Board.

Section 5.     **Special Meetings.** Special meetings of the Members may be called at any time by the President, the Board, or upon written request of Members entitled to exercise one-fourth ( $\frac{1}{4}$ ) or more of the voting power of Members, and shall be held on such date, hour and location within Logan County, Ohio as specified by the person calling the meeting.

Section 6.     **Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least ten (10) but not more than sixty (60) days before the meeting. The notice shall specify the place, day, hour and manner of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7.     **Quorum.** The Members present, in person or by proxy, at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting.

Section 8.     **Proxy.** At any meeting, a Member may vote in person or by proxy. All proxies shall be in writing and in the event more than one person or entity owns any single Lot, then each person and an authorized representative of each entity or any combination thereof, representing the total ownership of any single Lot shall join in signing the proxy. All proxies shall be filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of



his, her or its Lot.

Section 9.     **Voting Power.** Except as otherwise provided herein, in the Articles or in the Declaration, or by law, a majority of the voting power of Members voting in person or by proxy on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10.    **Rescission.** The authorization or taking of any action by vote, consent, waiver or release by the Members of the Association may be rescinded or revoked by the same vote, consent, waiver or release as at the time of rescission or revocation would be required to authorize or take such action in the first instance, subject, however to the rights of third parties in contract.

Section 11.    **Membership Book.** The Association shall maintain a membership book, which shall contain the name and address of each Member of the Association and the date of his or her admission to membership. Only individuals whose names are reflected in the membership book as Members shall be entitled to vote on any matter properly submitted to the Members for their vote, consent, waiver or release or other action.

Section 12.    **Order of Business.** At all Member meetings, after the ascertainment of Members present in person, the business of the Association shall be considered in such order as the President deems advisable and expedient. Roberts Rules of Order shall govern the order of business and procedure of business unless this Code of Regulations or a resolution of the Board provides otherwise.

Section 13.    **Action in Writing Without Meeting.** Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than a majority of the voting power of Members.

#### **ARTICLE IV** **Board of Directors**

Section 1.     **Initial Directors.** The directors of the Board shall initially be those individuals selected by Declarant. As there is currently only one (1) Member, the Board shall initially consist of two (2) directors, which shall be appointed by Declarant.

At such point in time when there are at least three (3) Members and one of the Members is Declarant, the Board shall consist of three (3) directors. One of such directors shall be elected by the Members at any meeting of the Members called to elect directors or at the election of directors at the annual meeting. The remaining two (2) directors shall be appointed by the Declarant.

At such point in time when Declarant is no longer a Member, the Board shall consist of three (3) directors, or such number of directors, not less than three (3), as shall have been fixed by the Members at any meeting of the Members called to elect directors or at the election of directors at the annual meeting.

Section 2.     **Successor Directors.** Except for directors of the Board which are to be appointed by Declarant, the Board shall be elected at the annual meeting of Members, or if not then elected, or if such meeting be not held at the time fixed therefor, then at a special meeting of the Members held for the purpose of electing directors. Persons nominated by the duly appointed nominating committee as candidates shall be eligible for election, and nominations may be submitted by the Members from the floor at the time of election. At all elections of directors, except for directors which are to be appointed by Declarant, the candidates receiving the greatest number of votes shall be elected.

Section 3.     **Removal.** Excepting for directors appointed by Declarant, any director may be removed from the Board, with or without cause, by Members exercising a majority of the voting power of Members. In the event of death, resignation or removal of a director other than a director appointed by Declarant, that director's successor shall be selected by the remaining directors and shall serve until the next annual meeting of Members, when a director shall be elected to complete the term of such deceased, resigned or removed director. Declarant shall have the sole right to remove, with or without cause, any director selected by Declarant, and select the successor of any director selected by Declarant who dies, resigns, is removed or leaves office for any other reason.

Section 4.     **Cumulative Voting.** No cumulative voting shall be permitted in the election of directors.

Section 5.     **Compensation.** Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no director shall receive compensation for any service rendered to the Association as a director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 6.     **Regular Meetings.** Regular meetings of the directors shall be held no less than semi-annually, on such date and at such place and hour as may be fixed from time to time by resolution of the directors.

Section 7.     **Special Meetings.** Special meetings of the directors shall be held when called by the President, or by any director, on such date and at such place and hour as may be fixed by the calling party.

Section 8.     **Notice of Meetings.** Written notice of the time and place of any meeting of the directors shall be delivered to each director either by personal delivery, or by mail, electronic mail, telecopy or other Authorized Communications Equipment (as hereinafter defined), not less than three (3) days prior to said meeting. As used in this Code of Regulations, "*Authorized Communications Equipment*" shall have the meaning set forth in Section 1702.01(Q) of the Ohio Revised Code. The director may waive notice of the time and place of any meeting of the directors, either before or after the holding of the meeting.

Section 9.     **Quorum.** The presence at any duly called and noticed meeting, in person or by proxy, of directors entitled to exercise a majority of the voting power of directors, shall constitute a quorum for such meeting. Notwithstanding anything to the contrary, any meeting of the directors may be held through any Authorized Communications Equipment or in any other manner permitted under the laws of the State of Ohio and participation through any Authorized Communications equipment shall constitute attendance at such meeting.

Section 10.    **Voting Power.** Except as otherwise provided in the Declaration or Articles, or by law, the vote of a majority of the directors voting on any matter that may be determined by the directors at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 11.    **Action In Writing Without Meeting.** Any action that could be taken by directors at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, signed by all of the directors. Any transmission by Authorized Communications Equipment that contains an affirmative vote or approval of a director is a signed writing for the purpose of this Article IV, Section 11.

Section 12.    **Powers.** The directors shall exercise all powers and authority under law, and under the provisions hereof and of the Articles and Declaration, which are not specifically and exclusively reserved



to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the directors shall have the right, power and authority to:

- (a) for the government of its actions, adopt bylaws consistent with this Code of Regulations, the Declaration, and Articles;
- (b) create such standing committees or ad hoc committees as the Board shall deem appropriate, with such membership, powers and duties as may be deemed necessary or advisable in conducting the business, activities and affairs of the Association, and shall elect the members thereof;
- (c) take all actions deemed necessary or desirable to comply with all requirements of law, this Code of Regulations, the Declaration, the Articles and any bylaws;
- (d) obtain insurance coverage, and cause officers and employees having fiscal responsibilities to be bonded as the directors deem appropriate;
- (e) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (f) acquire, encumber, and convey or otherwise transfer real and personal property, including, without limitation, Common Areas and Common Facilities;
- (g) own and maintain the Common Area and Common Facilities and improvements thereon, including, but not limited to, any and all private streets, berms, and easements, if any, within the Subdivision;
- (h) establish, enforce, levy and collect Assessments as provided in the Declaration;
- (i) adopt and publish rules and regulations governing the use of the Common Area and Common Facilities and Improvements and the personal conduct of Members and their guests and invitees thereon, and establish charges and/or assessments for the infraction thereof;
- (j) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association (such rights may also be suspended after notice and hearing, for infractions of published rules and regulations or of any provision of the Declaration);
- (k) declare the office of a member of the Board to be vacant in the event such director shall be absent from three (3) out of four (4) consecutive regular meetings of the Board;
- (l) authorize the officers to enter into management and security agreements with third parties in order to facilitate the efficient operation of the Association's affairs and the safety of the Occupants of the Subdivision; provided, however, that any such contract shall not exceed a term of three (3) consecutive years and shall allow for termination by either party, without cause, upon no less than thirty (30) days prior written notice;
- (m) borrow funds to finance authorized activities, and grant security and pledge and/or assign revenues received or to be received as security for repayment thereof;
- (n) cause excess funds to be invested in government agency insured accounts as the Board deems desirable and prudent, and such other investments as the Members approve; and

- (o) do all things and take all actions permitted to be taken by the Association by law, hereby or by the Articles or Declaration, not specifically reserved thereby to others.

**Section 13.**     **Duties.** It shall be the duty of the directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-half (1/2) or more of the voting power of Members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of Assessments against each Lot as provided therein;
  - (ii) give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; and
  - (iii) foreclose the lien against any Lot for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Members personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;
- (e) maintain liability insurance in such amount as is deemed sufficient by the directors;
- (f) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (g) cause the covenants, conditions and restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law, the Articles, and the Declaration.

**Section 14.**     **Conflict of Interest.** No contract, action, or transaction shall be voided or voidable with respect to the Association because the contract, action, or transaction is between or affects the Association and one or more of its directors or officers, or is between or affects the Association and any other person in which one or more of its directors or officers are directors, trustees, or officers, or in which one or more of the Association's directors or officers have a financial or personal interest, or because one or more interested directors or officers participate in or vote at the meeting of the Board or a committee thereof that authorizes the contract, action, or transaction, if any of the following applies: (a) the material facts as to his, her or their relationship or interest and as to the contract, action, or transaction are disclosed or are known to the directors or the committee, and the directors or committee, in good faith reasonably justified by the material facts, authorizes the contract, action, or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitute less than a quorum of the directors or committee; or (b) the material facts as to his, her or their relationship or interest and as to the

contract, action, or transaction are disclosed or are known to the Members entitled to vote thereon and the contract, action, or transaction is specifically approved at a meeting of Members held for such purpose of voting on the contract, action, or transaction by the affirmative vote of a majority of the Members of the Association not interested in the contract, action, or transaction; or (c) the contract, action, or transaction is fair as to the Association as of the time it is authorized or approved by the directors or a committee thereof.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the directors or of a committee thereof which authorizes the contract, action, or transaction. A director is not an interested director solely because the subject of a contract, action, or transaction may involve or effect a change in control of the Association or his or her continuation in office as a director of the Association.

## **ARTICLE V**

### **Officers**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer and any such other officers as the directors may from time to time determine. Each officer must be a Member of the Association and a director. The same person may hold more than one office.

**Section 2. Selection and Term.** The officers of the Association shall be selected by the directors, from time to time, to serve until the directors elect their successors.

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

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

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

- (a) **President.** The President shall preside at all meetings of the directors, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written agreements.
- (b) **Vice President.** The Vice President shall act on behalf of the President in the President's absence. The Vice President shall also assume the duties respectively of the Secretary and the Treasurer in the absence of either or both at any meetings of the directors and of the Members.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of meetings of the directors and of the Members, serve notice of meetings to the directors and to the Members, and keep appropriate current records showing the names of Members of the Association, together with their addresses, and shall act in the place and stead of the President in the event of the President's absence or refusal to act.
- (d) **Treasurer.** The Treasurer shall receive and deposit and/or invest monies of the

Association as directed by the directors, disburse such funds as directed by resolution of the directors, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver or mail a copy to each of the Members.

## **ARTICLE VI**

### **Indemnification of Directors, Officers and Others**

The Association shall indemnify every person who is or has been a trustee, director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors, and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee, director, officer, employee, or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) with regard to any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association, unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Nothing contained in this Article VI, or elsewhere in the Code of Regulations, shall operate to indemnify any trustee, director, officer agent or employee if such indemnification is for any reason contrary to any applicable state or federal law.

## **ARTICLE VII**

### **Books and Records**

The Association shall maintain books and records in accordance with Chapter 5312 of the Ohio Revised Code and as otherwise determined by the directors and officers. Except as limited by the provisions of Section 5312.07 of the Ohio Revised Code, the books, records and financial statement of the Association shall be made available during normal business hours or under other reasonable circumstances, upon prior written request to the Association, for inspection by Members and the holders and insurers of first mortgages on Lots. Likewise, except as limited by the provisions of Section 5312.07 of the Ohio Revised Code, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, lenders and their insurers, and prospective purchasers, current copies of the Association Documents. The Association may charge a reasonable fee, to be set by the Board from time to time, for any copying of documents.

## **ARTICLE VIII**

### **Financial Statements**

Upon written request to the Association by an institutional first mortgagee of a Lot, or its insurer, or by vote of the holders of a majority of the voting power of Members, the directors shall cause the

preparation and furnishing to those requesting of a financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year.

## **ARTICLE IX**

### **Fiscal Year**

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

## **ARTICLE X**

### **Amendments**

The Members at the annual meeting or at a meeting held for such purpose, may adopt amendments to this Code of Regulations by the affirmative vote of a majority of the Members present if a quorum is present; provided that, if Declarant is a Member of the Association, such amendment may not be adopted unless Declarant votes in favor thereof. In addition to or in lieu of adopting amendments to this Code of Regulations, and subject to an affirmative vote by Declarant, the Members may adopt an amended and restated Code of Regulations by the same action or vote as that required to adopt amendments. The text of any proposed amendments to this Code of Regulation or any proposed amended and restated Code of Regulations plus the place, day, hour and manner of voting on same must be sent to the Members in the same manner as required by the notice provisions contained in Article III, Section 6 of this Code of Regulations. Any amendments or restatement of the Code of Regulations will be recorded with the Logan County Recorder.



**A Planned Residential Community**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS,  
ASSESSMENTS AND ASSESSMENT LIENS**

**This Instrument Prepared By:**

Chad A. Ross, Esq.

Joshua M. Stolly, Esq.

**Thompson, Dunlap & Heydinger, Ltd.**

1111 Rush Ave.

Bellefontaine, Ohio 43311

(937) 593-6065



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS (this “**Declaration**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by Longview Cove Group LLC, an Ohio limited liability company (the “**Declarant**”), with offices at 9101 State Route 117, Huntsville, Ohio 43324.

**Background Information**

A. The Declarant is the owner of that certain real property located in Richland Township, Logan County, Ohio (the “**Property**”), which is more particularly described on **Exhibit A** attached hereto and incorporated herein.

B. The Declarant intends to improve the Property as a planned residential community which shall be known as “Longview Cove at Indian Lake” (the “**Subdivision**”), the Subdivision being delineated upon the plat of record in Plat Cabinet B, Slides \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Recorder’s Office, Logan County, Ohio.

C. The Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance of Common Areas (as hereinafter defined) and Common Facilities (as hereinafter defined); and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements assessments and assessment liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the subsequent Owners (as hereinafter defined) thereof.

D. In order to advance the purposes of this Declaration, Declarant has formed the Longview Cove Homeowners Association Inc. (the “**Association**”), an Ohio nonprofit corporation, for the purpose of owning, operating, maintaining, and administering portions of the Subdivision, together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas and Common Facilities as dedicated from time to time by Declarant for the common use by the Owners of Lots (as hereinafter defined) within the Subdivision.

E. The Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of the Subdivision which are benefited thereby (as set forth herein).

F. Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

**Declaration of Purpose**

NOW, THEREFORE, be it known that the Declarant, as owner of the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements

described herein, which are for the purpose of preserving for the common use of the Owners the Improvements (as hereinafter defined), Common Areas and Common Facilities located thereon, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner, and the respective heirs, successors and assigns thereof, and the Association.

## **ARTICLE I**

### **Definitions**

**Section 1.**     **Definitions.** As used herein, the following terms shall have the meanings set forth below:

- (a)     **Articles.** The Articles of Incorporation of Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, as the same may be properly amended from time to time.
- (b)     **Assessments.** Collectively referring to Annual Assessments, Individual Assessments and Special Assessments (each as hereinafter defined).
- (c)     **Association.** Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, and its successors and assigns.
- (d)     **Association Documents.** This Declaration, as the same may be properly amended from time to time, the formative documents of the Association, consisting of the Articles, the Code of Regulations (as hereinafter defined) and any and all bylaws, procedures, rules, regulations or policies adopted by the Association.
- (e)     **Board.** The Board of Directors of the Association.
- (f)     **Boats.** Pontoon boats, ski boats, sail boats, catamarans, cabin cruisers, paddle boats, airboats, wave runners, jet skis, kayaks, canoes and other watercraft, with or without motors.
- (g)     **Builder.** A person or entity (other than Declarant) who or which acquires title to any Lot for the purpose of constructing a Dwelling Unit (as hereinafter defined) thereon with the strict purpose of reselling the improved Lot to an Owner.
- (h)     **Code of Regulations.** The Code of Regulations of the Association, as the same may be properly amended from time to time. Any amendments to the Code of Regulations will be recorded with the Logan County Recorder. A copy of the Code of Regulations is attached hereto as **Exhibit B** and incorporated herein. The Code of Regulations shall serve as the “Bylaws” of the Association as such term is defined in Chapter 5312 of the Ohio Revised Code.
- (i)     **Common Areas and Common Facilities.** All land, Improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, Private Streets (as hereinafter defined), roadways, all sanitary or storm sewer infrastructure in the Subdivision not accepted by a public authority or utility for ownership and maintenance (except for laterals and related infrastructure connecting a Dwelling Unit’s sanitary sewer infrastructure to the sanitary sewer main line, and except for

sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), entrance ways, pools, common beaches, community buildings and recreational areas, landscape easement (together with Improvements located thereon), waterways, seawalls, retention and/or detention areas. "Common Area" and "Common Facility" shall also include any areas that have been specifically designated by the Declarant as such on a Plat (as hereinafter defined).

(j) **Common Expenses.** Any and all expenses or financial liability of the Association, including without limitation: (i) allocations the Association designates for reserves, Expenses incurred in maintaining the Common Areas and Common Facilities, and (ii) any and all expenses incurred in the administration, governance, maintenance, operation and management of the Association (including the administration, operation, maintenance, repair and replacement of Common Areas and Common Facilities).

(k) **Declarant.** Longview Cove Group LLC, an Ohio limited liability company, its successors and assigns, including any person or entity acquiring all of Declarant's then-remaining interests in the Property.

(l) **Declaration.** This Declaration of Restrictive Covenants, Conditions, Restrictions, Easements, Assessments and Assessment Liens for the Subdivision.

(m) **Development.** The Property, the Subdivision and all Improvements located or constructed thereon, or any other property submitted to the provisions hereof pursuant to Article II.

(n) **Dock.** A permanent or semi-permanent structure, as approved by the appropriate governmental authorities, which extends from a Lot into the adjacent waterway for purpose of accessing one or more boats, including, without limitation, a pier or floating dock.

(o) **Dwelling Unit.** Any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

(p) **Lot.** Each separate tract depicted, designated and shown upon any Plat, or created by a split of a Lot depicted, designated and shown upon any Plat, excepting, however, any tract described in the Declaration or Plat as Common Area, and specifically excepting Lots 53, 54, 55, 56, 57 and 58.

(q) **Improvements.** All man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to Dwelling Units, buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, irrigation facilities and systems; water agitators; water spouting and drainage tile, utility facilities and systems, wells, lines, pipes, wires, towers, cables, conduits, poles and posts, antennae and satellite dishes; statues and lawn art; swimming pools and tennis courts; slope and drainage alterations; roadways, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, seawalls, retaining walls, exterior stairs, decks, party decks, Docks, beaches, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

- (r) **Maintenance Standards.** Those standards adopted by Declarant and/or the Board pursuant to Article IX of the Declaration as the same may from time to time be amended.
- (s) **Member.** Every person or entity that holds membership in the Association in accordance with the Association Documents.
- (t) **Occupant.** Any person in possession of a Lot whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.
- (u) **Operating Expenses.** The expenses of the Association for which all Members are liable.
- (v) **Owner.** The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and/or any Builder.
- (w) **Plans and Specifications.** That certain detailed information, material and evidence and those certain plans and specifications required to be submitted to the Review Committee under Article VI herein, including, without limitation, the following:
- (i) a story board depicting the architectural design and scheme of all proposed Improvements, including a description of materials, color schemes and other details affecting the exterior appearance of the proposed Improvements;
  - (ii) a site plan showing the location of all proposed and existing Improvements on the Lot, elevations, grading, drainage, Dwelling Unit floor plans, the approximate size in square footage of the first floor (i.e., ground floor) of the Dwelling Unit and the entire square footage of the Dwelling Unit and the Lot;
  - (iii) a landscaping plan, including proposed location, square footage of each landscaped area and types of vegetation to be included, all of which shall be consistent with the overall landscape plan created by Declarant and/or the Association for the Subdivision, including, without limitation, compliance with minimum square footage and budget requirements established from time to time by the Association;
  - (iv) an irrigation plan, including proposed installation service provider, irrigation system and/or materials, and location and tie in to the Association's irrigation systems and facilities and drainage systems;
  - (v) evidence of acceptable "Green Home" building certifications and standards;
  - (vi) evidence of conformity of all Improvements with all applicable codes and laws, including, without limitation, building and zoning codes and Environmental Protection Agency ("*EPA*") regulations; and
  - (vii) such other information and material the Review Committee shall request, at its

sole and exclusive discretion, to ensure strict compliance with the Rules and overall development goals for the Subdivision.

(x) **Plat.** Each and every record plan of real estate as recorded in the plat records of Logan County, Ohio which affects the Property and/or the Subdivision, including, without limitation, the plat of record in Plat Cabinet B, Slides \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Recorder's Office, Logan County, Ohio.

(y) **Private Streets.** Those roadways constructed for the purpose of private ingress and egress to and from the Property and the Lots in the Subdivision by Owners, but not to the general public. The Private Streets may be used by all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel, public authority or utility personnel (including personnel of any public authority or utility that has accepted ownership and maintenance of specified sanitary sewer infrastructure) and all similar persons acting within the scope of their professional duties, and by the local governmental authorities and the Association (but not the general public) in accordance with the Rules. All Private Streets shall be designed in accordance with the Subdivision Regulations of Logan County, Ohio. All Private Streets shall also be Common Areas and/or Common Facilities for purposes of this Declaration.

(z) **Property.** All land described in Section (A) of the Background Information of this Declaration, together with all Improvements thereto.

(aa) **Review Committee.** A committee comprised of no less than three (3) individuals appointed by the Board to perform those tasks set forth in Article VI herein. If the Board fails to appoint a Review Committee, the Board shall act as the Review Committee. The Board may replace any existing member of the Review Committee or appoint additional Review Committee members.

(bb) **Review Committee Guidelines.** Those guidelines adopted by the Review Committee for purposes of facilitating the development of the Subdivision and for reviewing and approving the Plans and Specifications. The Review Committee Guidelines may be amended, modified, revoked or replaced from time to time by the Review Committee. A copy of the Review Committee Guidelines as of the date of this Declaration is attached hereto as **Exhibit C** and incorporated herein.

(cc) **Rules.** This Declaration, the Code of Regulations, the Review Committee Guidelines and any and all bylaws, procedures, rules, regulations, policies or lists adopted by the Association.

(dd) **Slip.** That area between a Dock and a seawall, a Boat well, generally, or any other area designated by the Declarant or the Board to be used for the purpose of docking, anchoring or mooring one or more Boats.

(ee) **Structure.** Anything built, placed upon or constructed upon a Lot, including, without limitation, a Dwelling Unit, a Dock, a Slip cover and/or a party deck.

(ff) **Subdivision.** "*Longview Cove at Indian Lake*" which consists of the Property.

## **ARTICLE II**

### **The Development**

**Section 1.**     **Property Subject to this Declaration.** The Property, each portion thereof, and all Improvements thereon, shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

**Section 2.**     **Addition of Property.** From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and after each subsection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

## **ARTICLE III**

### **The Association**

**Section 1.**     **Identification and Formation.** The name of the Association is the “*Longview Cove Homeowners Association Inc.*” The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

**Section 2.**     **Membership.** Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership interest per Lot owned. In the event an Owner consists of more than one (1) person, such persons collectively shall have one (1) membership interest in the Association in common.

**Section 3.**     **Governance.** In accordance with the Association Documents, the Association shall be governed by a Board, consisting of those parties elected as directors of the Association pursuant to the Code of Regulations.

**Section 4.**     **Voting Rights.** Voting Rights of Members shall be as provided in the Code of Regulations.

**Section 5.**     **Transfer Fee.** The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

**Section 6.**     **Power; Authority; Duties.** The Association shall have all the rights, powers, and duties established, invested, or imposed in the Rules, and the laws of the State of Ohio applicable with respect to Ohio nonprofit corporations, and the provisions of Chapter 5312 of the Ohio Revised Code.

**Section 7.**     **Specific Powers.** Among other things, the Association shall have the following specific powers:



- (a) Enforce the provisions of this Declaration;
- (b) Acquire, encumber, and convey or otherwise transfer real and personal property, including, without limitation, Common Areas and Common Facilities; provided, however, Lots 54, 55 and 56 cannot be conveyed or transferred except to the State of Ohio and Lot 57 may only be conveyed or transferred by dedication to the use of the public.
- (c) Hold title to, manage, maintain, repair and replace all Common Areas and Common Facilities (including those located on a Lot, attached to a Dwelling Unit or located within a Dwelling Unit), and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and Common Facilities;
- (d) Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and Common Facilities and within platted easements across Lots;
- (e) Levy and collect Assessments from the Owners and enforce payment of Assessments;
- (f) Pay all taxes and Special Assessments that would be a lien upon the Common Areas and Common Facilities, and discharge any lien or encumbrance levied against any project or the Common Areas and Common Facilities;
- (g) Pay for reconstruction of any portion of the Common Areas, Common Facilities and Improvements damaged or destroyed;
- (h) Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;
- (i) Make and enforce reasonable rules and regulations governing the use of the Property and enforcement of this Declaration, which shall be consistent with this Declaration and the Association Documents. In accordance with applicable provisions of this Declaration, the Board shall have the power to impose sanctions on Owners for violations of the Rules, including without limitation: (i) reasonable monetary fines which shall be considered Individual Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right to use the Common Areas and Common Facilities. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be an Individual Assessment against such Owner's Lot;
- (j) Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and
- (k) Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary,

convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

Section 8.      **Delegation of Duties.** In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the delegate of any such duty, power or function so delegated.

#### **ARTICLE IV** Assessments

Section 1.      **Covenants for Assessments.** Each person, group of persons, or entity who becomes an Owner, whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association the following Assessments: (i) Annual Assessments; (ii) Individual Assessments; and (iii) Special Assessments. The Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorneys' fees) as hereinafter provide shall be a charge on the Lot of such Owner and shall be a lien in favor of the Association upon the Lot against which such Assessment is made if such Assessment remains unpaid ten (10) days after any portion thereof becomes due and payable. The lien of the Association shall be made effective by filing a certificate of lien with the Logan County Recorder in accordance with Section 5312.12 of the Ohio Revised Code. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2.      **Annual Assessments.** The Board shall adopt and amend an annual budget for revenues and expenditures it expects the Association to incur annually for the administration, governance, maintenance, operation and management of the Association (including the administration, operation, maintenance, repair and replacement of Common Areas and Common Facilities), and shall assess each Owner an Annual Assessment equal to such estimated expenses divided by the total number of Lots. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments. The Annual Assessments may be billed in advance on a monthly, quarterly or annual basis, as determined by the Board.

Section 3.      **Individual Assessments.**

(a) In the event an Owner shall fail to maintain the Lot and the Improvements situated thereon in a manner satisfactory to the Board, and such maintenance is not that which is to be provided by the Association and paid for as part of the Annual Assessment, after approval by two-thirds (2/3) vote of the Board, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the Improvements thereon, including without limitations, irrigation facilities and systems, Docks, seawalls, private beaches and exterior lighting. The cost of such maintenance and repair (including charges incurred by the Association for attorneys' fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be levied against such Lot as an Individual Assessment and such Individual Assessment shall be added to and become part of the total Assessment to which such Lot is subject.

(b) The Board may levy an Individual Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or who suffers or permits his/her family members, guests, invitees or tenants to violate the Rules. This type of Individual Assessment is referred to herein as an “**Enforcement Assessment**”. The amount of an Enforcement Assessment shall include any costs associated with the enforcement of the Rules (including charges incurred by the Association for attorneys’ fees, court costs, or other expenses).

(c) The Board may levy an Individual Assessment against the Lot of an Owner for all costs of maintenance, repair or replacement incurred due to the negligent, reckless or wilful acts of the Owner, or any Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner. This type of Individual Assessment is referred to herein as a “**Damage Assessment**”. The amount of a Damage Assessment shall include any charges incurred by the Association for attorneys’ fees, court costs, or other expenses.

Section 4.     **Special Assessments.** The Board may levy against any Lot a Special Assessment to pay for capital expenditures, including the cost of any construction, reconstruction, unexpected repair or replacement of any capital improvement located in, on or under the Common Areas or Common Facilities, or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of any reserve fund; provided that any Special Assessment shall have the assent of fifty-one percent (51%) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting of the Members.

Section 5.     **Commencement of Assessments.** All Lots shall be subject to Annual Assessments commencing on the first day following the conveyance of the Lot to an Owner other than Declarant or a Builder, unless the Builder intends to use the Lot as a model home site or retain the Lot for his personal use. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable as a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board to periodically fix the amount of the Assessments against each Lot for such assessment period and the Board shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year, Individual Assessments and Special Assessments shall become a lien at the time designated by the Board. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

Section 6.     **Assessment of Declarant.** Notwithstanding any provision of this Declaration or the Associated Documents, the Declarant, while an Owner, shall not be required to pay Assessments, and any calculation of Assessments shall not include the Lots owned by Declarant in the total number of Owners to which the Assessment in question will be applied.

**Section 7. Assessment Certificates.** The Association shall upon request furnish to the Owner liable for the Assessment, within a reasonable period of time following such request, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed Ten and 00/100 Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

**Section 8. Allocation of Assessments Received.** The Association shall credit any amount it receives from an Owner pursuant to this Article IV in the following order:

- (a) To interest owed to the Association;
- (b) To administrative late fees or enforcement Assessments owed to the Association;
- (c) To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the Assessment;
- (c) To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

**Section 9. Nonpayment of Assessments.**

- (a) **Interest; Late Charge.** If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, and the Board may collect an administrative collection charge in an amount to be established from time to time by the Board.
- (b) **Liability for Unpaid Assessments.** Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including attorneys' fees and court costs shall become the personal obligation of each Owner beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner personally obligated to pay any delinquent Assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his heirs, successors or assigns in title who acquire an interest after any Assessment becomes due and payable and the Owner and his heirs, successor or assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.
- (c) **Use of Common Areas and Common Facilities; Vote on Association Matters.** If any Assessment remains unpaid for thirty (30) days after it becomes due, then: (i) the delinquent Owner's privileges to use the Common Areas and Common Facilities, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid; and (ii) the voting rights of an Owner delinquent in the payment of Assessments shall be suspended (including voting rights set forth in this Declaration and/or in the Code of Regulations).

**Section 10.      Notice of Assessments and Hearing.**

(a)    **Notice.** Prior to imposing a charge for a Damages Assessment or an Enforcement Assessment pursuant to this Article IV, the Board shall give the Owner a written notice that includes all of the following:

- (i)      A description of the property damage or Rules violation;
- (ii)     The amount of the proposed charge or Assessment;
- (iii)    A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
- (iv)     A statement setting forth the procedures to request a hearing;
- (v)      A reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

(b)    **Hearing.** To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10) day after receiving the notice this Article IV requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for the Damage Assessment or Enforcement Assessment pursuant to this Article IV. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a Damage Assessment or Enforcement Assessment before holding any hearing requested pursuant to this Article IV, Section 10. Within thirty (30) days following a hearing at which the Board imposes a Damage Assessment or Enforcement Assessment, the Association shall deliver a written notice of the Assessment to the Owner. Any written notice that this Section 10 requires shall be delivered to the Owner or any Occupant by personal delivery, by certified mail, return receipt requested, or by regular mail.

**ARTICLE V**  
**Insurance**

**Section 1.      Insurance.**

(a)    The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all portion(s) of the Common Areas and Common Facilities in an amount as is commonly required by prudent institutional mortgage investors. The Association shall also obtain and maintain adequate officers' and directors' liability insurance. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

(b)    The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (i) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association; (ii) adequate comprehensive general liability insurance; (iii) additional insurance against such other hazards and casualties as

is required by law; and (iv) any other insurance the Association deems necessary.

(c) In the event of damage or destruction of any portion of the Common Areas and Common Facilities, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Article IV, Section 4 to cover the additional costs.

## **ARTICLE VI**

### **Design Review**

**Section 1.**     **Review Committee.** Except as otherwise provided herein, no Improvements shall be commenced, erected, or maintained upon the Common Areas or Common Facilities or any Lot, nor shall any exterior addition to or change or alteration in a Dwelling Unit or Improvement be made, until the Plans and Specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Review Committee, in accordance with this Declaration and the Review Committee Guidelines.

**Section 2.**     **Review Committee Guidelines.** In order to facilitate the development and continued harmony of the Subdivision, the Review Committee Guidelines have been adopted by the Review Committee for purposes of reviewing and approving the Plans and Specifications. In addition to the Review Committee Guidelines, the Association and/or the Review Committee may provide one or more lists of builders, vendors, service providers and materials (brands, styles, etc.) that are approved for use and incorporation in the final Plans and Specifications. The Review Committee has the right to approve or disapprove any proposed builder, vendor, service provider or materials that it deems, in its sole discretion, to be inconsistent with the quality and integrity of the overall design goals of the Subdivision.

**Section 3.**     **Submission of Plans and Specifications.** No Improvements shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Improvements on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless Plans and Specifications have been submitted to and approved in writing by the Review Committee, in accordance with this Declaration and the Review Committee Guidelines.

Prior to the submission of any Plans and Specifications for any Improvements, the Review Committee may require, and any applicant may submit for tentative approval by the Review Committee, schematic or preliminary Plans and Specifications for any phase or state thereof. Upon submission of the Plans and Specifications, the Review Committee shall either: (i) approve the Plans and Specifications; (ii) disapprove them; or (iii) approve them with conditions or qualifications as set forth in Article VI, Section 5 below.

**Section 4.**     **Approval of Plans and Specifications.** The Review Committee shall approve the Plans and Specifications submitted to it with respect to any Lot if it finds that they comply with the requirements of this Article VI and any Review Committee Guidelines, and will further the purposes outlined in this Declaration. Upon final approval thereof, a certified copy of the detailed Plans and Specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Review Committee shall be returned to the applicant. Approval by the Review Committee of Plans and Specifications with respect to any Lot shall not impair the Review Committee's

right subsequently to approve a requested amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article VI). The Review Committee's approval of any Plans and Specifications shall not constitute a representation or warranty as to the quality of the Plans and Specifications or their compliance with applicable laws and codes.

Section 5.     **Disapproval of Plans and Specifications.** If the Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Review Committee with respect to any Lot do not comply with the requirements of this Article VI, this Declaration or the Review Committee Guidelines, the Review Committee shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Review Committee may deem necessary to achieve compliance. The applicant shall provide the Review Committee written confirmation that the conditions have been satisfied. Upon receipt of such notice, the Review Committee shall render its decision in accordance with this Article VI.

Section 6.     **Failure of the Review Committee to Act.** If the Review Committee shall fail to act upon any Plans and Specifications submitted to it within sixty (60) days after submission thereof, such Plans and Specifications shall be deemed to have been approved as submitted, and no further action by the Review Committee shall be required. If construction of a Dwelling Unit is not commenced on a Lot on or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 7.     **Violations.** If any Improvement situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved Plans and Specifications, the Review Committee shall give notice of a default to the Owner of the Lot involved, provided, however, that the Review Committee may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the Rules. The Board shall have the right to require the removal of any Improvement that violates the Rules, the cost of which shall be borne by the Owner.

Section 8.     **Enforcement.** In the event of a violation of the provisions of this Article VI, the Association shall have the right to enforce this Article VI by any proceedings authorized in the Rules, as well as any other relief available at law or in equity.

Section 9.     **Right of Entry.** The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Improvement thereon is in compliance with the provisions of this Article VI, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 10.    **Fees.** Unless expressly waived in writing by the Board, each Owner shall be required to pay an initial fee deposit (the "***Deposit***") at the time the Lot is purchased by an Owner, when the Owner is not a Builder, unless the Builder intends to use the Lot as a model home site or retain the Lot for his personal use. The amount of the Deposit shall be established and modified from time to time by the Board. As of the date of this Declaration, the Deposit shall be Three Thousand Five Hundred and 00/100 Dollars (\$3,500). The Deposit shall be applied to any fees incurred under this Declaration, including, without limitations, this Section 10. The Board may charge reasonable fees for provision of any of those services provided for under this Declaration, including, without limitation, the processing and review of Plans and Specifications, and for the provision of any other services the Board deems reasonably



necessary to insure consistency in the development of the Subdivision. The fees will be used for processing and reviewing the Plans and Specifications, inspection costs, professional fees and other costs incurred by the Association, the Board or the Review Committee. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association. Upon approval of the Plans and Specifications and upon payment of all fees set forth in this Declaration, any unused Deposit shall be returned to the Owner within a reasonable amount of time. Any fees in excess of the Deposit shall be the responsibility of the Owner.

**Section 11. Designated Party for Plans and Specifications.** The Board may designate at its discretion one or more parties to be used by the Members for the preparation and submission of all or some of the Plans and Specifications in accordance with this Declaration.

## **ARTICLE VII**

### **Covenants, Conditions and Restrictions of Use and Occupancy**

**Section 1. Purposes.** In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Improvements thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots, shall run with the land, be binding on current and successor Owners, for the benefit of all Owners and all Lots.

**Section 2. Land Use.** Except as otherwise provided in this Declaration, no part of the Property other than Common Areas and Common Facilities shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. Only one (1) Dwelling Unit, with a private garage for no fewer than two (2) cars attached to the Dwelling Unit, shall be permitted to be constructed and to remain on each Lot. Unless otherwise approved in writing, a Dwelling Units shall not exceed two and one-half (2 ½) stories in height and shall have a minimum first floor size of 1,675 square feet. The minimum roof pitch for any single family detached home in the Subdivision shall be 8 vertical to 12 horizontal (8:12).

To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

**Section 3. Leases.** An Owner shall only lease a Lot for a period not less than twelve (12) months in duration, one (1) lease per calendar year and said lease shall be subject to the Rules. Furthermore, the Board may designate a mandatory leasing agent to be used for any and all leases.

**Section 4. Location of Dwelling Unit and Retaining Walls; Surveyors.** The location of each Dwelling Unit and retaining walls from one Lot to the next are vital to the overall development of the Subdivision. Accordingly, the Board may designate one or more preferred surveyors, for the sake of consistency, to locate and stake the footprint of the Dwelling Unit and to locate and confirm the correct elevation of the retaining walls on each Lot in accordance with the Plans and Specifications approved in

Article VI above. The Owner shall cause a Board preferred surveyor or a surveyor of Owner's choice to locate and stake the footprint of the Dwelling Unit and to locate and confirm the correct elevation of the retaining walls on the Lot in accordance with the Plans and Specifications approved in Article VI above; provided, however, if Owner chooses to use its own surveyor, Owner must pay a fee for the Board's surveyor to review the work of the Owner's surveyor. The Owner shall pay for the Board's surveyor's services as a fee under Article VI, Section 10.

**Section 5. Foundation Walls.** The foundation walls of a Dwelling Unit shall be poured concrete and not more than twenty-four (24) inches above the final grade shall be exposed. All other areas of the foundation wall which exceeds the twenty-four (24) inches must be covered with a brick, stone or siding veneer and may not be exposed in any way. As set forth in this Article, Section 10 below, the foundation walls must provide for nine (9) foot poured walls.

**Section 6. Other Improvements.** No Improvements of a temporary character, trailer, or other temporary outbuilding shall be used or erected on any Lot after the Dwelling Unit on each Lot has been completed, except for children's and marquee tents, which may be erected for no more than three (3) consecutive days. No Improvements may be placed on any Lot without the Review Committee's prior written approval, as provided in Article VI above. Storage sheds of any type are not allowed; provided, however, dock boxes, approved in advance by the Review Committee, are allowed. No Improvements or similar item(s) are allowed in dedicated utility easements.

**Section 7. Driveways.** All driveways shall be surfaced with stamped concrete, brick, or stone pavers. All driveways must be located in the area specified and approved by the Review Committee and/or as set forth on any Plat.

**Section 8. Boats, Docks, Slips, Covers, Lifts, and Party Decks.**

(a) **Boats.** Each Lot may have a maximum of two (2) Boats. No single Boat can exceed thirty (30) feet in length. No Boat may be docked, anchored or moored outside of a Slip, except for a temporary purpose that does not exceed twenty-four (24) hours and does not interfere with the use of the adjacent waterway.

(b) **Docks.** Each Lot will share a Dock with an adjacent Lot. The Association has provided electrical conduit to each Dock and said electrical conduit shall be the only electrical source available to each Dock. The Association shall repair and maintain the Docks and the electrical conduit thereto, with said cost being paid as part of the Annual Assessments and, if necessary, as an Individual Assessment. Docks commonly known as "floating docks" are permitted for use with wave runners and jet skis; provided, however, the installation of any floating Dock, as an Improvement, must be preapproved in writing by the Board.

(c) **Slips.** Each Lot shall have to one (1) Slip for the parking, docking, anchoring and/or mooring of Boats. Each Slip will share a Dock with an adjacent Lot.

(d) **Covers and Lifts.** The Board's prior written approval is required for the installation of any and all Boat covers and lifts. Any Boat requiring a lift shall only be lifted by a lift in the form and manner approved in writing by the Board prior to installation. The Board reserves the right, in its sole discretion, to specify and require the make and model of such lift(s). All Boat lifts must be located within the Lot's designated Slip. Boat covers or lifts removed for winter

storage may not be stored on the Lot, unless located inside the Dwelling Unit, not visible to the public. The cost of any Boat lift shall be the sole responsibility of the Owner.

(e) **Party Deck.** A party deck is any deck that covers a Slip. The Board's prior written approval is required for the installation of any and all party decks. The Board must approve in writing the design and installation of any party deck and may charge a fee for its services.

The Board's approval of any Dock, cover, lift, or party deck under this Section 8 shall not constitute a representation or warranty as to the quality of the item or compliance with applicable laws and codes.

Section 9. **Beaches.** The Subdivision will include one or more beaches, common and private, each of which shall be maintained by the Association and such maintenance shall be paid for as part of the Annual Assessment; provided, however, each Lot may be subject to an Individual Assessment for additional and/or unexpected maintenance for the private beach located thereon. The Association may establish reasonable time and usage restrictions for the beaches.

Section 10. **Walk-out Basements.** Each Dwelling Unit shall include a walk-out basement with nine (9) foot poured walls.

Section 11. **Water Irrigation, Agitation and Discharge.**

(a) **Irrigation.** All irrigation facilities and systems, including lines and pumps, shall be installed in accordance with the approved Plans and Specifications. The Association shall be solely and exclusively responsible for the operation and maintenance of the irrigation facilities and systems, including, without limitation, the timing of all irrigation activities. The repair and maintenance of irrigation facilities and systems shall be paid as an Individual Assessment to each respective Lot. The irrigation facilities and systems shall be metered to and all electrical charges paid for by the respective Owner(s) of each Lot.

(b) **Agitation.** The Association will provide agitators to be placed in the adjacent waterways of the Development to keep the waters circulating. The agitators, and any associated pumps, will be removed each winter, and returned to the adjacent waterways of the Development each spring by the Association. Each Owner is responsible for the cost of the agitator or any replacements associated with their Lot. The agitators shall be metered to and all electrical charges paid for by the respective Owner(s) of each Lot. There shall be no attempts by Owners to prevent freezing of waterways adjacent to or abutting a Lot, including agitation of the water.

(c) **Discharge.** All waters, including storm, runoff and irrigation, must be disposed of in accordance with drainage plans established by Declarant, the Association, or the appropriate governmental authorities (including a tie in to the drainage and discharge tile provided by the Declarant). Rerouting or disconnecting of previously approved and installed irrigation or water discharge lines or tiles is prohibited. The irrigation facilities and systems shall tie into and discharge through the tile provided by Declarant into the adjacent waterways of the Development to provide additional water circulation.

Section 12. **Exterior Carpeting.** No exterior carpeting shall be allowed on any area of a Lot, including, without limitation, a Dock, if it is visible from the street.

**Section 13. Exterior Lighting.** The Association shall be responsible for the purchase, installation and maintenance (including bulb replacement) of all exterior lighting (street or otherwise) to ensure uniformity in the Subdivision. The Association shall provide and install all exterior light posts within the Subdivision to maintain the uniform appearance throughout. Each Owner and/or Builder shall be responsible, in the form of an Individual Assessment, for the cost associated with the Association's purchase and installation of any light post located on their Lot. General lighting maintenance shall be included as part of the Annual Assessment; provided, however, each Lot may be subject to an Individual Assessment for any repair and maintenance cost in excess of that amount included as part of the Annual Assessment. Mercury vapor yard lights in excess of fifty (50) watts are prohibited, except for light posts installed in a right-of-way by Declarant, the Association, a utility company, or governmental entity. The bulb wattage restrictions of this Section shall not apply to Dwelling Units used by Declarant and/or any Builder as model homes and/or sales offices.

**Section 14. Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started and the disturbed yard area of the Lot must be sodded by the Builder or Lot Owner as set forth in this Article VII.

**Section 15. Parking Restrictions and Private Street Usage.** Unless provided otherwise, no trailer, truck, commercial vehicle, bus, boat, or anything other than operative automobiles, motorcycles or scooters shall be parked or stored on any Lot or any part of the Common Areas or Common Facilities for a period in excess of forty eight (48) consecutive hours or more than a total of ninety six (96) hours during any given year. Any such vehicles may, however, be stored or parked in an enclosed garage provided such garage door is completely closed at all times when such a vehicle is parked therein and the garage complies with all other provisions hereof. The word "trailer" shall include a trailer coach, "RV" – recreational vehicle, house trailer, mobile home, automobile trailer, Boat trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of automobiles, Boats, personal watercraft, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder racks, advertising, etc.) or van which is used as a principal vehicle or readily used on an ongoing basis by an Owner or Occupant. Notwithstanding the restrictions in this Section 15, vehicles being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and Private Street on the Property during working hours, but shall not be permitted to be parked overnight. The Association has the right to create and enforce additional restrictions relative to parking and Private Street usage, including, without limitation, reasonable time and usage restrictions; provided, however, the Association shall not restrict ingress and egress access to any Lot.

**Section 16. Nuisances.** No offensive odors or unsightly nuisances are permitted on any Lot which may be construed to be detrimental to the neighborhood. No vehicular maintenance or repair of any type shall be performed on the public or Private Street or on private driveway, except that any Owner may perform minor maintenance or repair of his/her vehicle provided such maintenance or repair of said vehicle does not exceed a period of eight (8) consecutive hours. No Owner shall permit anything to be done or kept in a Dwelling Unit or other approved structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Areas.

**Section 17. Garbage and Refuse Disposal; Trash Cans.** Except for the immediate purpose of trash and garbage collection and removal, trash, garbage, or other waste shall not be kept upon a Lot except in

sanitary containers screened from visibility from the streets and drives of the Property. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. To insure uniformity in the Subdivision, trash cans shall be provided by the Association at the cost and expense of the Owner. Trash cans should be placed by the curb by the Owner no earlier than the night prior to the scheduled pickup.

**Section 18. Mailboxes.** Mailboxes will be in a grouping at the entrance of the Subdivision. The maintenance of the mailboxes will be the responsibility of the Association which cost will be part of the Annual Assessment.

**Section 19. Antennas.** No radio or television antennas shall be installed which are visible from the street. Satellite receiving dishes not exceeding twenty-four (24) inches in diameter are allowed. Compliant satellite dishes shall be installed as free standing or on the rear exterior of the Dwelling Unit and shall not be visible from the street or located elsewhere on any Lot unless the location has been approved in writing by the Review Committee.

**Section 20. Signs.** No permanent or temporary sign shall be permitted on any Lot or building on the Property. An Owner of a Dwelling Unit is permitted to place and maintain a "For Sale" sign on his Lot; provided, however the Owner must lease the sign from the Board for a reasonable rental fee established by the Board. This sign restriction shall not apply to signs used by Declarant while Declarant is selling Lots in the Subdivision, or to traffic, street names, Common Areas or Common Facility or Subdivision identification signs. Standard "Realtor" for sale signs are not permitted; however, approved signs may be placed in a designated portion of the Common Areas, provided it is only visible from 6:00 P.M. on Fridays through 6:00 P.M. on Sundays. The Common Area(s) for the placement of for sale signs shall be approved in advance by the Board.

**Section 21. Animals.** No animals of any kind shall be raised, bred, or kept on any Lot including the Common Areas, except that three (3) household pets may be kept on a Lot, subject to the Rules, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the Rules, if any, of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. An Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate Rules pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

**Section 22. Prohibited Activities.** Except as otherwise provided in the Rules, if any, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

**Section 23. Laundry or Rubbish.** No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No clotheslines shall be located on any Lot.

**Section 24. Swimming Pools and Hot Tubs.** No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. The definition of “above-ground swimming pools” shall not include portable wading pools, not more than one (1) foot in height, for use by small children. In-ground swimming pools are permitted provided it is approved by the Review Committee in accordance with Article VI above. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs are allowed provided the fencing around the immediate vicinity of the hot tub is the minimum size and shape to conform to the governing rules and regulations. This fencing shall not be chain link and shall be of a color and texture to blend in with the exterior of the Dwelling Unit. Hot tubs may only be installed in the portion of the yard not visible from the street or drive shared by all Owners.

**Section 25. Fencing.** Except as specifically set forth herein, no fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose shall be erected or built on any part of any Lot. Fences erected on a Lot to specifically surround a hot tub or mini-pool with water shall be the minimum height as required for such purpose as mandated by a Government entity, and shall be of decorative PVC, ornamental iron or decorative wood; provided however, that all fences constructed of the aforesaid materials shall be only used to enclose the minimum area around the tub and shall not, by any means, be a reason or source to enclose the majority of or the entire yard. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar material shall be prohibited. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to the side street at any point than the Dwelling Unit on said Lot. Notwithstanding the foregoing, no fencing (including invisible dog-type fencing) or walls shall be permitted on any part of the Common Areas, with the exception of those installed by Declarant or any other Builder, without the prior written consent of the Association. No such item shall be constructed in a public utility easement. The only other fencing allowed shall be that as built and supplied by the Declarant to be located in landscape or specific easement areas. These fences shall be owned and maintained by the Association. Retaining walls required for erosion control purposes shall be installed and maintained by the Association.

**Section 26. Miscellaneous Items.** Swing sets, dog houses, basketball hoops, soccer nets, play areas, gazebos, pool houses, cabanas and casitas and alike are not allowed on Lots nor in rights of way.

**Section 27. Sodding, Seeding and Strawing.** Upon completion of construction, the Owner or the Builder is required to sod all disturbed earth portions of the Lot, other than the planted bedding areas, not later than two (2) weeks after completion of construction, unless completion of construction occurs in the months of October through February, then within (3) months of completion of construction. Seeding and strawing is only allowed to patch previously sodded areas. The Board may provide the Members a list of approved sod providers to insure and maintain the harmony of the natural environment of the Subdivision.

**Section 28. Landscaping and Lawn Care.** Unless otherwise provided in writing by the Association, only that landscaping approved as part of the Plans and Specifications of each Lot shall be allowed. Each landscaping plan shall include and provided for an initial minimum landscaping budget as established by the Board. Additionally, the Board shall establish a minimum and maximum area, based on square footage, to be landscaped. After the initial landscaping is installed, all landscaping and lawn care shall be provided solely and exclusively by the Association, including, without limitation, mowing, mulching, flower planting, bush and tree trimming, and weed control; provided, however, each Member

is encouraged to beautify their established and approved landscaping with additional plants, trees and seasonal vegetation so long as such additional landscaping is preapproved in writing by the Association, the Board or its designated committee. If any Lot exceeds the established maximum square footage for landscaping included as part of the Annual Assessment, the Association will maintain the additional landscaping and the Owner shall pay for such additional maintenance through an Individual Assessment. The Association will provide regular mowing and landscape maintenance service to maintain a uniform landscape throughout the Subdivision. Strict compliance with this Section 28 is vital to maintaining the harmony of the natural environment of the Subdivision.

**Section 29.**     **Garage and Yard Sales.** There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

**Section 30.**     **Holiday Lights.** Holiday-type lights shall be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after the subject holiday.

**Section 31.**     **Obligation to Keep Improvements in Good Condition.** Each Lot Owner or Occupant shall keep all Improvements located on his Lot in good condition and repair, including, without limitation, any irrigation system on said Lot; provided, however, that the Association shall be responsible for the maintenance and repair of any retaining walls and seawalls. If any repairs performed by the Association are due to the negligent, reckless or intentionally acts of the Owner, or the Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner, the cost may be assessed to the Lot and the Owner, personally, as an Individual Assessment.

**Section 32.**     **Obstruction of Easement Areas.** No structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all Improvements in the easement area shall be maintained by the Owner of the Lot except for those Improvements for which a public authority or utility company is responsible.

**Section 33.**     **Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas and Common Facilities or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant or a Builder from construction activities consistent with its residential construction practices.

**Section 34.**     **Compliance With Zoning Requirements.** Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, and Township in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legal or unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or the Association, such that this Declaration requires compliance with the obligation as affected by such change or modification.

**Section 35.**     **Building Setbacks.** No building shall be located nearer to any street than the building



setback line shown on the Plat. The setback areas designated on the Plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification; provided such items are otherwise permitted herein, and comply with the provisions hereof.

**Section 36. Grading and Drainage.** Without the prior written consent of the Association, no construction or other Improvements shall be made to any Lot if such Improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configuration. Dwelling Units and Lots shall conform to existing grade and drainage patterns as set forth on any grading plan(s) for the Property filed with the appropriate governmental authorities. All downspouts shall tie into the drainage tile provided by the Declarant for each Lot. Final grades at Lot lines as established by Declarant shall not be altered more than one (1) foot without the written consent of Declarant and in no case alter the drainage flow of storm water as previously established.

**Section 37. Variances.** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Board shall have the authority to grant reasonable variances from the provisions of this Article VII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Subdivision. No variance granted pursuant to this Section shall constitute a waiver of any provision of the Rules as applied to any other Owner or Occupant, or any other part of the Property.

**Section 38. Sanitary Sewer Laterals and Grinder Stations.** The Owner of each Lot shall be responsible for installing, maintaining, repairing and replacing all laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, and for all expense thereof. Each Owner shall be required to install, maintain, repair and replace all such laterals and related infrastructure, and sanitary sewer grinder stations, using a service provider approved by the Association. To avoid issues created by outages or malfunctions, all Dwelling Units must include continuous monitoring of the sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, with said monitoring incorporated as part of the security system and home-monitoring system included as part of said Dwelling Unit.

## **ARTICLE VIII**

### **Easements and Licenses**

**Section 1. Easement of Access and Enjoyment Over Common Areas and Common Facilities.** J. David Duff, William A. Simms Jr., Mike Simms, Declarant and every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Areas and Common Facilities, and a right of access, ingress and egress, for such party's Lot, which rights shall be appurtenant to, and shall pass with the title to such party's Lot, subject to the terms and limitations set forth in this Declaration, and subject to the Rules; provided, however, J. David Duff's, William A. Simms Jr.'s, Mike Simms' and Declarant's rights granted in this Section 1 shall exist in perpetuity regardless of ownership of any Lot(s) and said rights shall survive the execution of this Declaration or the transfer of any Lots thereafter, notwithstanding any doctrine of merger applicable to the delivery of deeds and the conveyance of any Lot(s). J. David Duff, William A. Simms Jr., Mike Simms, Declarant and any Owner may delegate his/her rights of access and enjoyment to members, family members, guests,

invitees and Occupants. The rights granted herein of access for ingress and egress to any Lot of Declarant or an Owner or Occupant shall not be restricted. All such easements are limited by such restrictions as may apply to the Common Areas and Common Facilities affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Areas and Common Facilities which are not permitted according to these restrictions, pursuant to the provisions of any applicable Plat or under agreements with any governmental entities or other third parties.

**Section 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, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. The foregoing right of entry includes the right to enter into any Lot for the purpose of maintenance and repair of the Subdivision's sanitary or storm sewer Improvements; provided that such maintenance and repair is not otherwise the responsibility of a public authority or utility, or of the Lot Owner.

**Section 3. Easement for Utilities and Other Purposes.** Easements for installation and maintenance of utilities, sanitary sewer, storm sewer and drainage facilities are reserved, created and dedicated as shown on the Plat and as described in this Declaration. Declarant reserves the right to establish certain easements and to identify certain easement areas establishing a mandatory entry point at each Dwelling Unit for the provision of utility services, including, without limitation, gas, electric, sanitary sewer, phone and cable. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company, or the Association, is responsible. The Board or Declarant also may convey additional easements over the Common Areas to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

Declarant and the Association, and their respective agents, employees or contractors, shall have the absolute right within: (i) areas designated as drainage courses on any Plat; (ii) all areas encumbered by general utility or specific storm drainage easements; (iii) areas associated with the sanitary sewer system of the Subdivision (except for laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit); and (iv) areas determined by sound engineering

practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's or Association's judgment to install, modify, alter, remove or otherwise work on storm water drainage and/or sanitary sewer facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant or Association results in damage to other portions of a Lot, or to any Improvements thereon, Declarant or Association, as the case may be, shall be responsible for the restoration of such portions or Improvements at such party's sole cost. The foregoing provisions of this paragraph shall only apply to the sanitary sewer infrastructure in the Development if a public authority or utility has not accepted the ownership and maintenance of said infrastructure (other than laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners).

Any public authority or utility that has accepted the ownership and maintenance of the sanitary sewer infrastructure in the Development (except for laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), shall have the absolute right within: (i) all areas encumbered by general utility or specific sanitary sewer easements; and (ii) areas associated with the sanitary sewer system of the Subdivision (except for laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of such party's judgment to install, modify, alter, remove or otherwise work on sanitary sewer facilities and conditions (including both surface grading and subsurface structures).

The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his Lot to the detriment of adjoining Lots or Common Areas and Common Facilities, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

**Section 4. Easement for Services.** A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel and all similar persons, and to the local governmental authorities and the Association (but not to the general public) to enter upon the Common Areas and Common Facilities to perform their duties.

**Section 5. Dedication Rights.** Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the Private Streets, detention areas and easements in part or in full.

**ARTICLE IX**  
**Maintenance Standards**

Section 1.      **Adoption and Amendment.** The Declarant, and the Board after the Declarant no longer owns a Lot, shall have the right to adopt, and may from time to time amend, those standards (the “***Maintenance Standards***”) pertaining to the maintenance, repair and appearance of all Lots and all Improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

- (a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Areas and Common Facilities and all Improvements thereon;
- (b) the Association shall be responsible for the cost of snow removal for all driveways, sidewalks and service walks located in the Common Areas when snow is in excess of four (4) inches, mowing, edging and fertilization of all grass on not only the Common Areas, but the individual Lots as well (excepting any grass which is fenced in, as more particularly provided below);
- (c) each Owner shall maintain, repair and replace at his expense all portions of the Common Areas and Common Facilities which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the wilfull or negligent act or omission of any Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner;
- (d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;
- (e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and
- (f) except as otherwise provided herein, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Improvement located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

Section 2.      **Obligation to Keep Premises in Good Repair.** Each Owner during his/her period of ownership and, during his/her tenancy, each Occupant leasing a Lot, shall keep each Lot, Dwelling Unit and all Improvements thereon owned or leased by said Occupant in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

Section 3.      **Periodic Inspection.** Periodically as needed, subject to the provisions of Article IX, Section 4 below, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Improvements thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

Section 4.      **Right of Entry.** The Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times for the purpose of maintaining the yard, removal of snow, maintenance and repair of sanitary sewer infrastructure, and in order to make any other inspections required by this Section without the Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company or public authority (including those associated with sanitary sewer infrastructure in the Development), through its authorized officers, employees, and agents, shall have the right to enter upon the Common Areas and Common Facilities or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

Section 5.      **Failure to Comply.** Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a default, in which event the Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in the Rules.

## **ARTICLE X**

### Miscellaneous

Section 1.      **Term.** This Declaration 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 appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a unanimous vote of the Members.

Section 2.      **Enforcement; Waiver.** This Declaration may be enforced by any proceeding at law or in equity or both by the Declarant, by any Owner, by the Association, and by Richland Township (the “*Township*”), and their respective heirs, successors and assigns (each such party shall herein be referred to as an “*Enforcing Party*”), against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys’ fees). Enforcement of these restrictions by any Enforcing Party may proceed at law or in equity or both against any person or persons

violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any Enforcing Party prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding. In the event that the Association fails to adequately maintain the Common Areas and Common Facilities, the Township may, after giving written notice to the Association, undertake to maintain the Common Areas and Common Facilities and shall have the right to levy and collect assessments from the Owners for each Owner's pro rata share of the expenses incurred by the Township in performing all such maintenance. In addition, the duly authorized agents, officers, contractors, and employees of the Association (if formed) and/or the Township shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities designated on the Plat as Private Streets, landscape buffers, conservation easements, reserve areas, detention or retention ponds and the like, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. BY ACCEPTING A DEED TO A LOT, EACH OWNER IS DEEMED TO WAIVE THE DEFENSES OF LACHES, ESTOPPEL AND STATUTE OF LIMITATION IN CONNECTION WITH THE ENFORCEMENT OF THIS DECLARATION OR THE RULES.

### Section 3.      **Amendments.**

(a)      Until such time as Declarant no longer continues to own any Lots at the Property, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. No amendment may remove, revoke, or modify any right or privilege of Declarant, J. David Duff, William A. Simms Jr., or Mike Simms without the written consent of said parties or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration by the Declarant shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

(b)      At such that Declarant no longer owns any Lot at the Property, the Members at the annual meeting of the Association or at a meeting of the Association held for such purpose, may adopt amendments to this Declaration by the affirmative vote of a majority of the Members present if a quorum is present (as determined by the Code of Regulations). The text of any

proposed amendments to this Declaration plus the place, day, hour and manner of voting on same must be sent to the Members in the same manner as required by the notice provisions contained in the Code of Regulations. Any amendments of this Declaration will be recorded with the Logan County Recorder. Notwithstanding the foregoing, no amendment may remove, revoke, or modify any right or privilege of Declarant, J. David Duff, William A. Simms Jr., or Mike Simms without the written consent of said parties or the assignee of such right or privilege.

**Section 4. Declarant's Right to Complete Development.** Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of the Property; (b) construct or alter Improvements on any portion of the Property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any portion of the Property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets (private or public), paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any portion of the Property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Areas or any portion of the Property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any portion of the Property; or (ii) require Declarant to seek or obtain the approval of the Association for any such activity or Improvement on any Common Areas or any portion of the Property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

**Section 5. Declarant's Rights to Replat Declarant's Property.** Declarant reserves the right, at any time and from time to time, to amend, alter or replat any Plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

**Section 6. Mortgagee Rights.** A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

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

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



to the same extent that a Member would be entitled to do so under applicable provisions of the Ohio Revised Code.

**Section 7. Indemnification.** The Association shall indemnify every person who is or has been a trustee, director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors, and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee, director, officer, employee, or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) with regard to any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association, unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Nothing contained in this Article X, Section 7, or elsewhere in Association Documents, shall operate to indemnify any trustee, director, officer agent or employee of the Association if such indemnification is for any reason contrary to any applicable state or federal law.

**Section 8. Severability.** If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

**Section 9. Captions.** The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

**Section 10. Notices.** Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

(Signature and notary acknowledgment are contained on the next page)

This Declaration was executed by the Declarant effective as of the date first set forth above.

LONGVIEW COVE GROUP LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

STATE OF OHIO, COUNTY OF LOGAN, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Member of Longview Cove Group LLC, an Ohio limited liability company, for and on behalf of said company.

\_\_\_\_\_  
Notary Public

# **REVIEW COMMITTEE GUIDELINES**



**2011**

## **I. INTRODUCTION**

**REVIEW COMMITTEE GUIDELINES.** For purposes of these Review Committee Guidelines (these “*Guidelines*”), unless otherwise provided, the capitalized terms used herein shall have the same meanings assigned to such terms in the Declaration of Covenants, Conditions, Restrictions, Easements, Assessments, and Assessment Liens for the Longview Cove at Indian Lake Subdivision (the “*Declaration*”), recorded in the office of the Logan County, Ohio Recorder, with respect to the real property described therein (the “*Property*”), and as the Declaration may be lawfully amended from time to time. The Declaration, as lawfully amended from time to time, is hereby incorporated herein by reference.

Longview Cove at Indian Lake (the “*Subdivision*”) is a unique planned residential community located in Richland Township, Logan County, Ohio. The natural beauty of the land in this location, access to the waterways of Indian Lake, and combined with excellent land planning and landscape architecture design, will establish the Subdivision as Ohio’s premier new waterfront living community.

Great care has been and will be taken in the planning, design and construction phases of the community to ensure that the Subdivision’s natural beauty and value is retained and enhanced over the years to come. To this end, the housing designs will be closely reviewed to create Dwelling Units in the Subdivision that are indeed special and aesthetically pleasing.

## **II. REVIEW COMMITTEE PROCESS**

**GENERALLY.** The Declarant is the developer of the Subdivision. The Declaration establishes a Review Committee (the “*Committee*”) for the purpose of reviewing the Plans and Specifications for all proposed Improvements to be constructed within the Subdivision. To accomplish the Committee’s goal of architectural integrity and balance with the existing environment, the Committee shall consider and approve all Plans and Specifications prior to the start of construction.

Neither the Committee, nor the design criteria that it will utilize, seek to make judgments as to what is beautiful or not beautiful. The objective is not to discourage creativity nor infringe upon the freedom of individual expression. Indeed, design creativity is not only welcomed, but encouraged. The determining factor of good design should always be the architectural characteristics and location of the Improvements. The Committee will take into account the various relationships between any proposed Dwelling Unit, the Lot, other Improvements, adjacent Dwelling Units and views, in making decisions based on the Plans and Specifications submitted by each applicant.

The Committee shall seek only to coordinate the many style directions of all residents, to create harmony with the natural environment, and to protect the mutual interests and individual investments of all the Subdivision residents. The Committee has the latitude and authority to exercise judgment to approve requests that are consistent with the intent of these Guidelines when the specific request may not comply entirely with these Guidelines as written.

The Committee may charge reasonable fees for the provision of the services set forth in the Declaration, these Guidelines and as otherwise provided by the Association. The Committee shall maintain a fee schedule available to Owners upon reasonable advance written request.

**REVIEW COMMITTEE.** The Committee will consist of those individuals appointed in accordance with the Declaration. Applicants may request the Committee to review preliminary Plans and

Specifications, but any comments of the Committee are subject to review and approval as part of the final Plans and Specifications.

The address for the office of the Committee shall be that address established by the Committee from time to time. The initial address for the office of the Committee is 9101 State Route 117, Huntsville, Ohio 43324. The Committee shall exercise diligence in reviewing, approving, conditionally approving or disapproving all Plans and Specifications so as not to delay planning, design or construction progress; provided, however, the Committee may take up to sixty (60) days to make its decision.

**PRELIMINARY PLANS.** Prior to commencing preparation of final Plans and Specifications, a Member may submit to the Committee preliminary Plans and Specifications to assure conceptual acceptability. Two (2) copies of the preliminary Plans and Specifications, including any applicable fees, shall be submitted to the office of the Committee.

The Committee will review the preliminary Plans and Specifications and promptly return one (1) copy to the applicant with comments, enabling the applicant to proceed with the preparation of final Plans and Specifications.

**FINAL APPROVAL.** Four (4) copies of final Plans and Specifications, including any applicable fees, shall be submitted to the office of the Committee. The Committee will consider the final Plans and Specifications in accordance with the Declaration and these Guidelines.

**SITE INSPECTIONS.** The Committee shall have the right to enter upon and inspect any Lot and any Improvements thereon at any time before, during and upon the completion of work for which approval is necessary and to ensure the work is being performed in accordance with the approved Plans and Specifications.

Members are forewarned that the Declaration provides for the remedy or removal of any non-complying Improvements. The cost of the remedy or removal shall be borne by the Member.

### **III. DESIGN CRITERIA AND MATERIALS**

**GENERALLY.** The Committee may provide each Member with one or more lists of builders, vendors, service providers and materials (brands, styles, etc.) that are approved for use and incorporation in the Plans and Specifications. The Committee has the right to approve or disapprove any proposed builder, vendor, service provider or materials that it deems, in its sole discretion, to be inconsistent with the quality and integrity of the overall design goals of the Subdivision.

**BUILDING SETBACKS.** Subject to the approval of Richland Township, building setbacks shall be located to insure that the Subdivision will be pleasing in appearance from views not only from the street but also from the Common Areas and Common Facilities. Each architect and designer should carefully consider the natural characteristics of the site and work within the review process to achieve the long-term aesthetic goals of the Subdivision.

“Outdoor” elements of each Dwelling Unit which are attached to said Dwelling Unit, (such as porches, wing walls and such) are considered to be part of the Dwelling Unit and will not be allowed to encroach into side or rear yard setbacks, except as variations in the case of unique site characteristics, which the Committee may consider on a case-by-case basis. Patios, driveways, walks, etc. may usually encroach into setback areas.

**EXTERIOR MATERIALS.** The Committee has the right to approve or disapprove any proposed builder, vendor, service provider or materials that it deems, in its sole discretion, to be inconsistent with the quality and integrity of the overall design goals of the Subdivision. As set forth hereinabove, the Committee may provide each Builder and Owner with one or more lists of builders, vendors, service providers and materials (brands, styles, etc.) that are approved for use and incorporation in the final Plans and Specifications.

It is expected that most of the Dwelling Units constructed in the Subdivision will be brick, stone, or vinyl. The use of brick and stone, or vinyl and stone shall be architecturally blended with other materials as they wrap the Dwelling Unit.

The exterior of each Dwelling Unit shall be consistent with the high quality of the overall Subdivision. To this end, it is required that all exterior finish materials be consistently applied to all sides of the Dwelling Units, including carrying the exterior material to grade (stepped foundations). It is also desirous to continue this same material the entire height of the home including gables, however, wood, composite materials, vinyl, EFIS, or stone, may be used in certain situations for gables, fireplaces or architectural accent areas provided such materials have been pre-approved by the Committee.

The composition of all pitched roofs is to be dimensional or "Shadowline" style asphalt shingles. Alternative roofing materials including but not limited to, cedar shakes or slate may be considered by the Committee. Other varieties of high quality roofing may be used upon the Committee's prior written approval.

Any exposed portion of a chimney must be constructed solely of approved brick, stone, stucco, vinyl, or wood. If the firebox is a prefabricated metal type with a metal spark arrestor, this arrestor must have a cowling or surround of a material approved in advance by the Committee.

All exterior mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc. shall be positioned to the rear of the home if possible, and concealed from view by walls of the same material and color as the home or by a landscape screen.

**EXTERIOR LIGHTING.** As with all exterior design work, lighting should be used to enhance the overall design concept of the Dwelling Unit in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe upon adjacent neighbors; therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures, and they should be as close to grade as possible. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet all applicable building codes.

**HEIGHT AND SIZE RESTRICTIONS.** The Declaration provides height and size restrictions; however, more stringent restrictions may be imposed on given Lots where it is deemed necessary by the Committee to protect the esthetic integrity of the Subdivision.

**WELL LOCATION.** Detailed constructions plans have been developed for each Lot which set forth the specific location for placement of and drilling of each well for providing drinking water to each Lot. All grading, excavating and construction on a Lot must comply with well location specified for such Lot on the Subdivision's final construction plans. All Plans and Specifications submitted to the Committee must include the location of the well for the Lot in question.

**SANITARY SEWER GRINDING STATIONS.** To avoid issues created by outages or malfunctions, all Dwelling Units must include continuous monitoring of the sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, with said monitoring incorporated as part of the security system and home-monitoring system included as part of said Dwelling Unit.

#### **IV. LOT LANDSCAPING, PRESERVATION AND MAINTENANCE**

**LANDSCAPE PLAN.** A strong emphasis is placed on landscaping in the Subdivision and the Plans and Specification approval process. Quality landscaping is important to both the appearance of each individual Dwelling Unit and the overall continuity of the Subdivision.

To insure the overall beauty of the Subdivision is preserved and enhanced, the Committee has the authority to approve or disapprove landscape plans for each Lot. It is for these reasons that the Committee requires a landscape plan to be submitted with the Plans and Specifications for the proposed Dwelling Unit.

The Association will maintain all of the Subdivision landscaping. Each Lot will have a landscaping budget as part of their Annual Assessment, including a minimum and maximum landscaping area. The Members are responsible for the cost of the initial installing of their respective Lot's landscaping and for the maintenance of any landscaping in excess of the maximum landscaping area.

The determining factor of good landscape design should always be the architecture and location of the Dwelling Unit and other Improvements. The Committee will take into account the various relationships between the Dwelling Unit, the Lot, other Improvements, adjacent Dwelling Units and views, in making decisions regarding specific landscape plans.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full sized site plan. The plans should show contours and elevations clearly, as well as drainage provisions, and all pertinent site and architectural information including an accurate outline of the Dwelling Unit with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc. should also be specified.

**VACANT HOME SITES.** All Lots purchased from Declarant by a Builder and not yet sold to an Owner and remaining vacant are the responsibility of the Builder for periodic maintenance. In the event the Builder does not maintain the Lot, the Association may maintain the Lot and issues an Individual Assessment against the Lot and the Builder, individually, for the cost as stated in the Declaration.

**NATURAL FEATURES.** Approval by the Committee is required to remove any tree, on any Lot, with a trunk diameter over four (4) inches at four (4) feet above natural grade.

In addition to the already established vegetation many other plant types will be acceptable for use within the Subdivision. The Committee will take into consideration all elements of the individual landscape plan and plant materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the Subdivision. Owners will be encouraged by the Committee to landscape their Lots with pre-approved plant material which is indigenous to the existing area. Vegetable and "Victory" gardens are strictly prohibited.

**GRADING AND EXCAVATING.** The design and development concepts of the Subdivision call for the maintenance of the existing grades in as much of the original condition as possible. The Committee is particularly conscious of the site utilization and desires not to disrupt the natural terrain in most cases. The Committee is keenly aware that, whenever possible, structures should be designed around their specific Lot. It is important that the beauty of the Subdivision is the land and its natural features, and that the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with this philosophy, as part of the final Plans and Specifications, a grading plan will be required. The Plans and Specifications must conform to any approved drainage plan.

**LOT CLEANLINESS.** All Lots must be kept free of any loose and other non indigenous materials. During the construction process, the Member will be required to maintain a trash receptacle sufficient in size to contain all debris from the project. This receptacle must be emptied on a frequency that avoids the receptacle from becoming overloaded to the point that debris projects above the top rim of the receptacle.

During the construction process, it is critical that all loose debris be contained on a daily basis, and that no debris is allowed to blow onto adjacent Lots. No burning of any extraneous material is permitted whatsoever. If a warming fire is necessary, said fire shall be manned at all times and shall be fully extinguished before leaving the site (even for brief periods).





# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

## Zoning & Subdivision Committee Thursday, May 10, 2011 12:15 pm

The Zoning and Subdivision Committee met in regular session on Thursday, May 10, 2011, at 1:35 pm at the LUC Office in East Liberty. Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Scott Coleman, Greg DeLong, Wes Dodds, Charles Hall, Paul Hammersmith, Heather Martin, Fereidoun Shokouhi, Jenny Snapp, and Andy Yoder. Absent member was Jeff Stauch. Guest **included Brian Dhume from Logan County Engineer's Office** and Chad Ross, Attorney.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Minutes of the April 14, 2011, meeting were approved as written with Charles Hall making the first motion to approve and Andy Yoder making the second motion. All in favor.

1. Review of Longview Cove Final Plat Submittal (Logan County) – Staff Report by Jenny Snapp
  - Jenny presented the staff report.
  - Greg noted in staff report that the date was wrong.
    - Jenny – **It's already been changed**
  - Fereidoun Shokouhi made the first motion to recommend approval of the Longview Cove Final Plat according to the staff recommendation of approval. Greg DeLong made the second motion to recommend approval of the Longview Cove Final Plat according to the staff recommendation of approval. All in favor.
  - Jenny – **Chad you'll probably want to** bring the mylar with you on Thursday.
  - Chad – Yeah. I think Bill Simms may be here as well on Thursday. And I **know if it's ok with you, we were going to get signatures assuming the** approval of the Executive Committee and then Bill was going to take it and he has an appointment set up with the Commissioners right afterwards, if everything goes smooth, in order to get it signed .
  - Jenny – **Usually they're the last ones, aren't they?**
  - Charles – I think the Commissioners are the last ones.
  - Jenny – Usually I sign it, and I give it to you.
  - Scott – **I don't know what their procedure is at the Commissioner's office.**
  - Chad – **To be honest with you, I don't know if they have a procedure.** I'll work out the order, I just know that he has set up appointments due to meeting schedules.
  - Jenny – If the commissioners are fine with it



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

- Chad – **He's got the Township Trustees lined up for that. Thanks to Jenny and Scott and Wes and Heather from LUC for your help on getting things together.**
- 2. Review of Zoning Text Amendments to Union Township (Champaign County) with the addition of Small Wind Energy Systems – Staff Report by Wes Dodds.
  - Wes presented the staff report.
  - Fereidoun – when it comes to definition of the clear fall zone, I have a little of difficulty with this.
  - Charles – **So what you're saying then, is if I'm putting on up on my property and my next door neighbor doesn't care how close I put it to the property line. Wouldn't you want some kind of a letter and I don't know if that should be put into the text or not.**
  - Fereidoun – My point is what is the intent? Is the intent the neighbors **don't mind, I don't know.**
  - Wes – I think the intent is for it to say encroach, not an option for the **neighbor to say it's okay if it falls on my property.**
  - Charles – **So they're not giving the option for the neighbor to say they're ok with it, they're saying it shouldn't fall on their property. Regardless of whether a neighbor cares or not.**
  - Fereidoun – **That's what I interrupted it.**
  - Greg – **Should we just make the recommendation that they don't add that language?**
  - Paul – The intent of the language is that it be contained on the property.
  - Greg – It says that, they added it in. If you take off what they added, you **have what they're talking about.**
  - Paul – Yeah, I agree.
  - Scott – When I read it, I agree. Intrude may be a better word then encroach.
  - Wes – I can put the recommendation to either remove that text that has been added or change that word to encroach, whichever they choose to do.
  - Andy Yoder made the first motion to recommend approval with either removing the sentence after or the word removal or change in verbiage of the Union Township Text Amendments. Paul Hammersmith made the second motion to recommend approval to either remove that text that has been added or change that word to encroach, whichever they choose to do. All in favor.
- 3. Other
  - Scott – Subdivision Regulations committee is meeting May 19.
  - Jenny – is the June meeting a conflict?
    - Charles – **it's the 10<sup>th</sup> only, which is a Friday**

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# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

The Zoning and Subdivision Committee adjourned at 1:56 pm with Fereidoun Shokouhi making the first motion to adjourn and Paul Hammersmith made the second motion to adjourn.