



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning & Subdivision Committee

Thursday, March 12, 2020

12:30 pm

- Minutes from last meeting of February 13, 2020
- 1. Review of Glacier Pointe Section 1 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Thomas Duff/Fed Ex Ground Facility Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 3. Review of Salem Township Zoning Text Amendment (Champaign County) – Staff Report by Aaron Smith

Members:

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

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Staff Report – Glacier Pointe Section 1 Phase 1

Applicant:	<p>Encore Living c/o Jay McIntire 5743 Snedegar Drive New Albany, OH 43054 jay1@encore-living.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com</p>
Request:	Approval of Glacier Pointe, Section 1, Phase 1 – Final Plat.
Location:	Located north of the point where Mitchell-Dewitt Road crosses over US Hwy 33 in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 42.824 acres of land and proposes 47 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none">○ 7.013 acres of right-of-way○ 9.370 acres in lots○ 26.441 acres of open space <p>Proposed utilities:</p> <ul style="list-style-type: none">○ City of Marysville water○ City of Marysville sanitary sewer <p>Preliminary Plat:</p> <ul style="list-style-type: none">○ The Preliminary Plat was originally approved in 09-13-18.○ The Preliminary Plat was amended 04-11-19. <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Engineer's Office submitted comments in a letter dated 03-04-20. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety is required, but none has been approved yet.<ol style="list-style-type: none">1. It is preferred that Avalon Lane be given a different name. The Engineer's Office prefer it
------------------------	--



Staff Report – Glacier Pointe Section 1 Phase 1

	<p>break at McKittrick Road to assist with emergency services.</p> <ol style="list-style-type: none">2. As discussed previously, it should be made clear that additional right of way for future roadway relocation of Mitchell-Dewitt Road and McKittrick Road, along with dedicated right of way for the potential interchange at US 33 and Mitchell-Dewitt Road will be dedicated by the development in the future. While an exact alignment is not yet determined, the conceptual right of way as shown in the Construction Drawings should be shown. A note should be also be provided indicating that this right of way is to be dedicated by the developer or his successor. Clarification should also be made within the deed restrictions, to avoid a lack of clarity in the future when this right of way is needed.3. The net and gross density appears to be incorrect.4. Verify the proposed right of way dedication on Mitchell-Dewitt Road encompasses the relocated drainage ditch. In addition, there is a drainage easement shown on the Construction Drawings adjacent to this right of way that is not shown on the plat.5. Clarify that the existing easement (O.R. 696, Pg. 614) is a sanitary easement. <ul style="list-style-type: none">○ The Engineer's Office recommended denial due to the outstanding surety and other comments. Should those items be resolved prior the LUC meetings, the Engineer's Office reserved the right to change its recommendation. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ No comments received as of 03-04-20. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ No comments received as of 03-04-20. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
--	---



Staff Report – Glacier Pointe Section 1 Phase 1

	<ol style="list-style-type: none">2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)." <p>• City of Marysville</p> <ul style="list-style-type: none">○ The City submitted comments in a letter dated 03-04-20. It recommended approval upon addressing its comments:<ul style="list-style-type: none">• General: Confirm the utility work can be completed within the GPOS area. If no work is currently permitted, please provide the City with a separate forty (40) foot easement that extends from each constructed manhole to the western property line. The purpose of this easement is to permit future connection by adjacent properties.• General: A twenty (20) utility easement shall be provided along the entirety of this development's frontage with Mitchell-Dewitt Road.• Sheet 3: Provide dimensions on all proposed utility easements to clearly delineate the future permitted work areas for the City (especially along Eliot Drive).• Due to the presence of a sanity sewer, the easement between Lots 45 and 46 shall be a "utility" (or sanitary) easement instead of a drainage easement.• Due to the presence of a sanity sewer an easement shall be provided on the north side of Coalman Drive. <p>• Jerome Township</p> <ul style="list-style-type: none">○ No comments received as of 03-04-20.
--	---



Staff Report – Glacier Pointe Section 1 Phase 1

	<ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 03-04-20.• Union Rural Electric<ul style="list-style-type: none">○ No comments received as of 03-04-20.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Sheet 1: Please confirm all owners (see Catholic Diocese of Columbus) are included in the dedication statement. It currently reads, “Know all men by these presents that CD 1, LTD owner of the land indicated...” (§323, 14.; §800).2. Sheet 1: Please add “Surveyor’s Certificate” and the sentence “The tract has an area of ____ acres in streets, ____ acres in lots, and ____ acres in reserves making a total of ____ acres.” to the Surveyor’s Certificate (§323, 14.; §800).3. Sheet 3: C69 appears along both the west and east side of Glacier Pointe Drive near the bottom of the page. Is this intentional (§323, 6.)?4. Sheet 3: Please ensure the utility easement in the top-right corner of the sheet is 20’ wide (§414).5. A letter from Jerome Township certifying that the Final Plat conforms with the Township’s zoning is required before any approval of the Final Plat may be granted (§401; §413, 2.).6. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).
--	---

Staff Recommendations:	Staff recommends <i>DENIAL</i> of the Glacier Pointe, Section 1, Phase 1 Final Plat. Although the minor technical items in this staff report could be incorporated in to the Final Plat Mylar for the 03-12-20 LUC meetings, a letter from Jerome Township certifying the Final Plat conforms with the Township’s zoning (§401; §413, 2.) and confirmation of approval of the outstanding bond or other surety (§324, 2.;
-------------------------------	--



Logan-Union-Champaign regional planning commission

Staff Report – Glacier Pointe Section 1 Phase 1

	§326; §330) is required before staff is comfortable recommending otherwise.
--	---

Z&S Committee Recommendations:	
---	--



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: _____

Name of Subdivision: _____

Section/Phase: _____ Block _____

Location: _____

Township: _____ Military Survey: _____

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

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

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Acreage w/in Approved Preliminary Plat: _____ Acres

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

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

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

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

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

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

Typical Lot Width: _____ Feet Typical Lot Area: _____

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

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

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: _____

Approved method of Sanitary Waste Disposal: _____

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

Approved 50' right-of-way Widths Date 9-18-18

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* _____

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer? _____

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

Bond has been submitted to County Engineer? _____

Bond approved by County Commissioners? _____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.		
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.		
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat		
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.		
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.		
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.		
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.		
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.		
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.		
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.		
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.		
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		N/A
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.		
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).		
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.		



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.		
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.	N/A	
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.		
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.	N/A	
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.		
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.		
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.		
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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

Z:\16-0005-394\DWG\PRODUCTION DRAWINGS\SURVEY\Plot\0005-394 Final Plat\TITLE SHEET.dwg Sheet1 Feb 19, 2020 -- 9:24:28am jphelps

Situated in the State of Ohio, County of Union, Township of Jerome, being in Virginia Military Survey District 6581, containing 42.824 acres of land, more or less, said 42.824 acres being part of a 50.223 acre tract as conveyed to CD 1, LTD as recorded in Instrument Number 201812200010000 (Union County Parcel Number 17-0023003.0010 / Map Number 136-00-00-038.001), being of record in the Recorder's Office, Union County, Ohio.

Know all men by these presents that CD 1, LTD owner of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate all right-of-way and easements shown hereon to the public use forever.

In witness thereof, the following have set their hand this ____ day of _____, 20____.

CD 1, LTD:

By: Glacier Pointe Development, LTD. its manager

Signed and acknowledged in the presence of:

By: Michael J. DeAscentis, President

Signature: _____

Witness

Signature: _____

Witness

Printed Name: _____

Printed Name: _____

STATE OF OHIO
COUNTY OF UNION

Before me, a Notary Public in and for said County, personally appeared Michael J. DeAscentis, President, as Manager of CD 1, LTD, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

Signature: _____ My commission expires: _____.

Notary Public

Frederick F. Campbell, Bishop of the
Catholic Diocese of Columbus:

By: Roman Catholic Diocese of Columbus, its Manager

Signed and acknowledged in the presence of:

Signature: _____

Witness

Signature: _____

Witness

By: Robert J. Brennan, Bishop

Printed Name: _____

Printed Name: _____

STATE OF OHIO
COUNTY OF UNION

Before me, a Notary Public in and for said County, personally appeared Robert J. Brennan, Bishop, as Manager of Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

Signature: _____ My commission expires: _____.

Notary Public

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

Residential and Commercial

- There shall be no discharge in to any streams or storm water outlets of any waste materials in violation of applicable local, state, or federal regulations.
- Grading of the storm water retention areas shall not be changed.
- The lot owner and his successors and assigns agree to assume any and all maintenance charges which are established by the Union County Commissioners for this subdivision.
- No construction may begin or building started without the individual lot owner obtaining zoning, building, water & sewer tap, and driveway permits. Zoning permits are to be obtained from the Township Zoning Inspector. Building permits are obtained from the Union County Building Regulation Department and driveway permits are obtained from the Union County Engineer's Office. Water & sewer tap permits are obtained from the applicable service provider.
- The lot owner and his successors and assigns agree to assume any and all sanitary sewer and water service charges which are established by the applicable provider.
- All construction shall meet the requirements of the Township, Union County, and other applicable code authorities.

Residential Only

- Downspout drains shall not be connected directly to roadway underdrains.

Miscellaneous Restrictions/Notes

- This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil and crops, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first obtaining permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimmings from lawns, tree, bushes, plants, etc. or other wastes that you may generate on agricultural land. Dispose of all wastes appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent land on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.
- Parking: Union County may restrict or eliminate on-street parking along the side of the pavement within Newton Clark Lane, Coe Drive, Elliot Drive, Coalman Drive, Glacier Pointe Drive and Avalon Lane. The owners of the fee simple titles to all of the lots in Glacier Pointe Section 1 Subdivision, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.
- Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Union Rural Electric, telephone service is provided by Frontier Communications or Time Warner, and natural gas is provided by Columbia Gas.

BASIS OF BEARINGS

Basis of Bearings: Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline U.S. Route 33 between found centerline monuments with a bearing of S 43°55'58" E.

FLOOD DESIGNATION

By graphic plotting only this property is located in Zone "x" (Areas determined to be outside of the 0.2% annual chance floodplain.) by the Federal Emergency Management Agency on Flood Insurance Rate Map, Community Panel No. 39159C0390D, with an effective date of December 16, 2008, in Union County, Ohio. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

MONUMENTATION

Iron Pins Set: Where indicated, are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic cap placed in the top bearing the inscription "ADVANCED 7661". These markers shall be set following the completion of the construction/installation of the street pavement and utilities.

Right-of-Way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection and shall be set prior to lot sales.

Additional monuments shall be set at all lot corners and changes in direction, as well as all points of curvature and tangency prior to the lot being sold. Lot monumentation may have a cap and inscription that varies from the above.

UTILITY EASEMENTS (UTIL.)

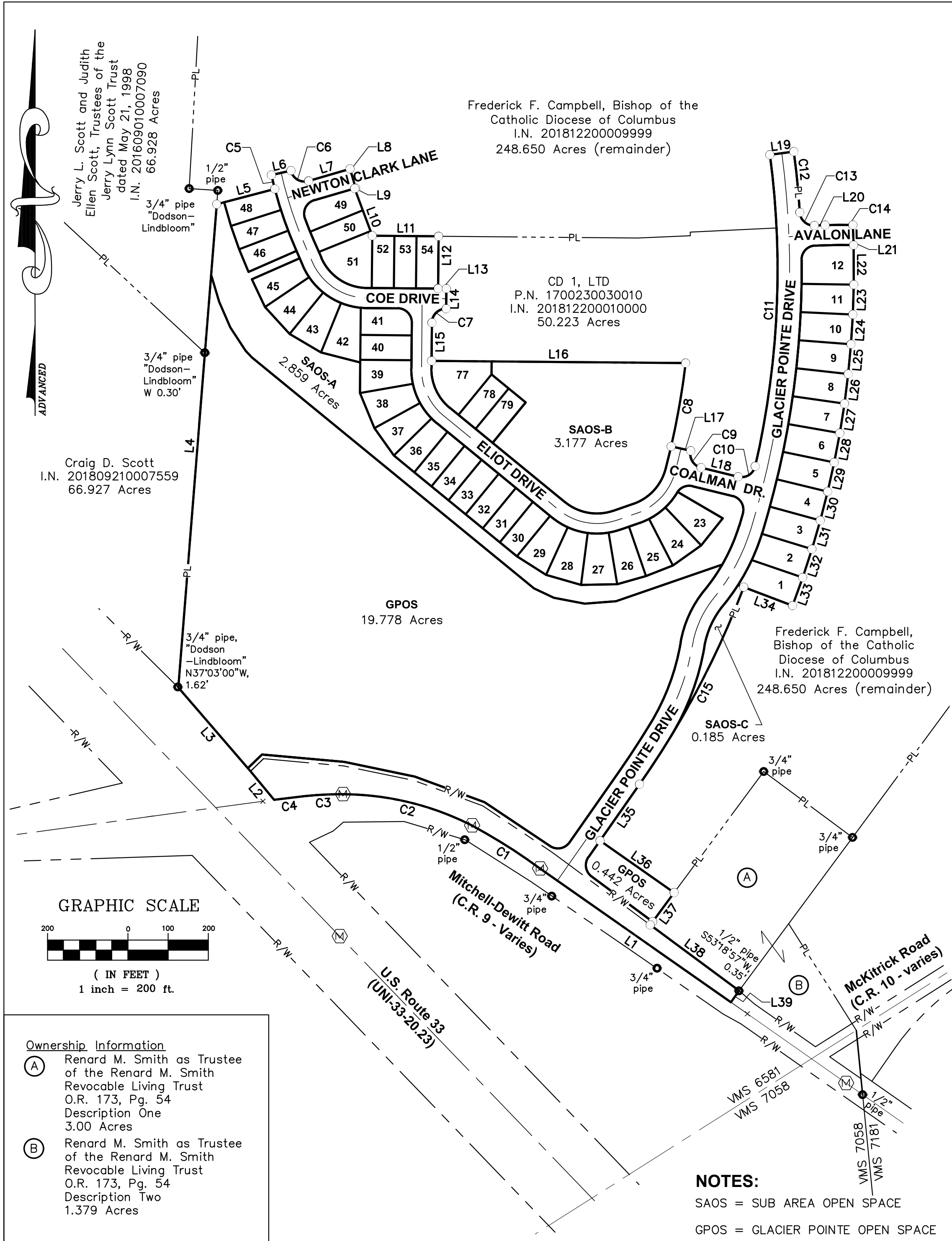
We the undersigned owners of the within platted land, do hereby grant unto the City of Marysville Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement ten (10) feet in width under, over, and through all sublots and all lands owned by the grantor shown hereon and parallel with and contiguous to Glacier Pointe Drive, Coleman Drive, Elliot Drive, Coe Drive, Newton Clark Lane and Avalon Lane, and also upon land as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

DRAINAGE EASEMENTS (DRAIN.)

We the undersigned owners of the platted land, do here by grant unto Union County and their successors and assigns (hereinafter referred to as grantees), a permanent easement within areas designated "Drainage Easement", "Utility Easement" and "Drainage and Utility Easement" to construct, operate, maintain, repair, reconstruct or relocate drainage facilities such as storm sewers, drainage swales or courses and other facilities as deemed necessary or convenient by the grantees for drainage required for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of drainage facilities.

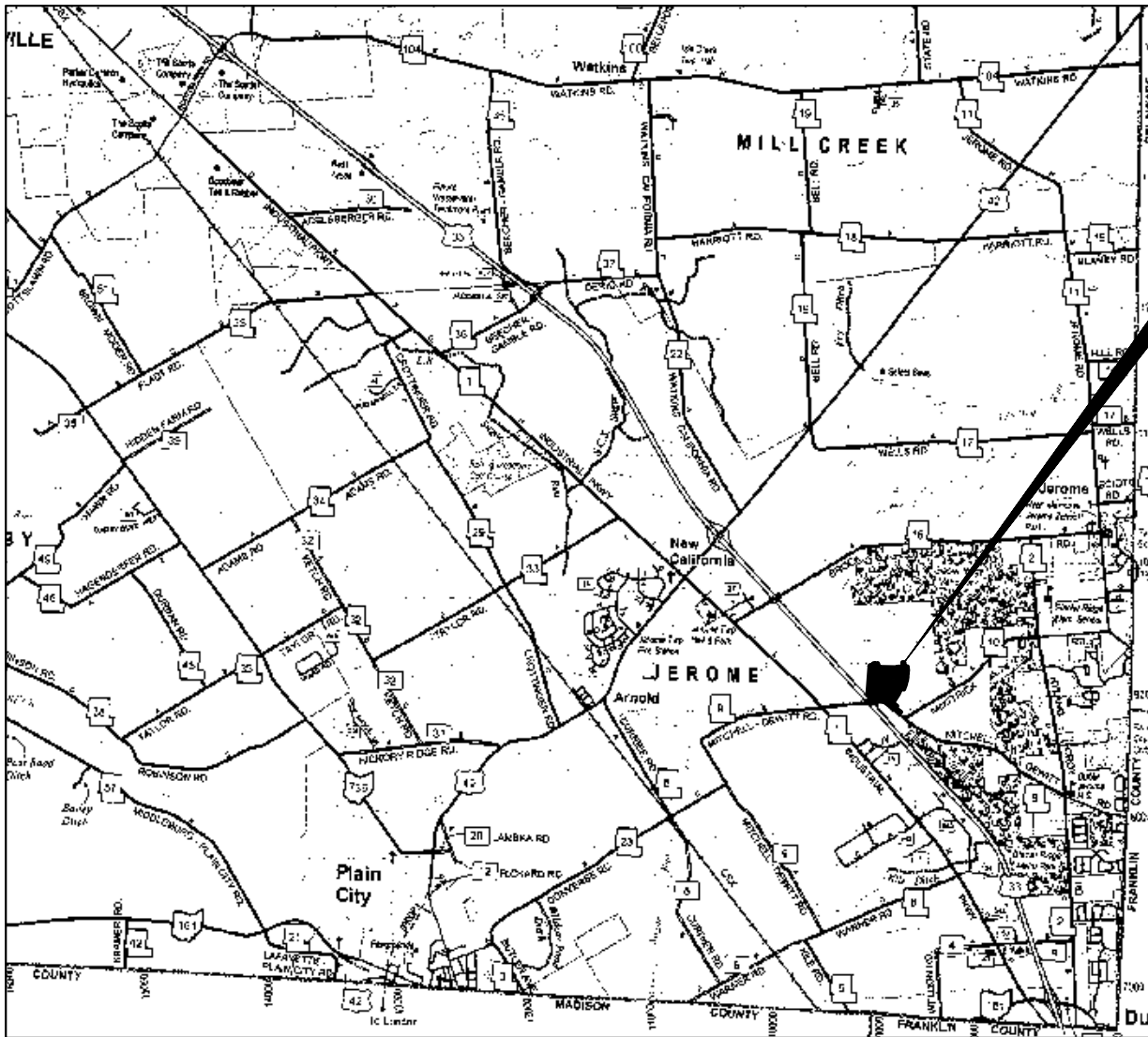
GLACIER POINTE SECTION 1, PHASE 1

Virginia Military Survey District 6581, Jerome Township, Union County, Ohio



CURVE TABLE						LINE TABLE			LINE TABLE			LINE TABLE		
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING
C1	8'00'00"	1432.34'	199.99'	N57°40'02"W	199.83'	L1	580.00'	N55°00'04"W	L16	632.00'	S89°30'23"E	L31	74.26'	S16°12'22"W
C2	26°42'00"	716.20'	333.75'	N76°21°04"W	330.74'	L2	92.18'	N39°41'23"W	L17	50.00'	S77°02'30"E	L32	74.26'	S18°00'33"W
C3	6°40'00"	859.51'	100.01'	S86°57'56"W	99.95'	L3	275.00'	N40°48'22"W	L18	95.01'	S76°11'25"E	L33	74.26'	S19°48'43"W
C4	0°45'49"	5404.04'	72.01'	S83°12'10"W	72.01'	L4	1206.26'	N04°33'07"E	L19	60.00'	N82°24'22"E	L34	130.00'	N69°17'11"W
C5	1°59'36"	1025.00'	35.66'	N13°43'47"W	35.66'	L5	149.37'	N75°16'25"E	L20	26.65'	N87°49'50"E	L35	171.58'	S34°59'56"W
C6	93°39'35"	35.00'	57.21'	S59°33'46"E	51.05'	L6	50.00'	N77°16'01"E	L21	50.10'	S02°07'01"E	L36	225.10'	S55°00'04"E
C7	90°00'00"	35.00'	54.98'	S45°29'37"W	49.50'	L7	107.15'	N73°36'26"E	L22	98.42'	S00°18'50"E	L37	100.00'	S36°30'37"W
C8	6°09'47"	1954.91'	210.28'	S09°52'37"W	210.18'	L8	50.00'	S16°23'34"E	L23	74.26'	S01°46'57"W	L38	275.00'	S53°28'05"E
C9	89°08'55"	35.00'	54.46'	S31°36'57"E	49.13'	L9	2.65'	S73°36'26"W	L24	74.26'	S03°35'08"W	L39	35.00'	S35°02'51"W
C10	90°48'49"	35.00'	55.47'	N58°24°11"E	49.85'	L10	125.65'	S20°25'24"E	L25	74.26'	S05°23'18"W			
C11	20°35'25"	2170.00'	779.83'	N02°42'04"E	775.64'	L11	165.00'	S89°30'23"E	L26	74.26'	S07°11'29"W			
C12	3°54'24"	2230.00'	152.05'	S05°38'26"E	152.02'	L12	130.00'	S00°29'37"W	L27	74.26'	S08°59'40"W			
C13	88°28'55"	35.00'	54.05'	S47°55'42"E	48.84'	L13	20.40'	S89°30'23"E	L28	74.26'	S01°47'50"W			
C14	3°31'06"	1125.00'	69.08'	N89°35'23"E	69.07'	L14	50.00'	S00°29'37"W	L29	74.26'	S12°36'01"W			
C15	14°17'07"	2230.00'	556.00'	S27°51'22"W	554.56'	L15	95.02'	S00°29'37"W	L30	74.26'	S14°24'11"W			

DEVELOPER:
Glacier Pointe Development, LTD.
230 West Street, Suite 200
Columbus, Ohio 43215
Attention: Jay McIntire



VICINITY MAP

SCALE: NTS

Reviewed this ____ day of _____, 20____.

Chairman, Jerome Township Trustees

Approved this ____ day of _____, 20____.

Union County Engineer

Approved this ____ day of _____, 20____.

Union County Health Department

Approved this ____ day of _____, 20____.

LUC Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this ____ day of _____, 20____ for the County of Union, State of Ohio. Street improvements within said dedicated rights-of-way shall not be accepted for public use unless and until construction is completed and accepted as such by Union County. In addition, street improvements within said dedicated rights-of-way shall not be accepted for public maintenance until the maintenance period transpires and the street improvements are accepted for public maintenance by Union County."

Approved this ____ day of _____, 20____.

Union County Commissioner

Union County Commissioner

Union County Commissioner

Transferred this ____ day of _____, 20____.

Union County Auditor

Filed for record this ____ day of _____, 20____, at ____ am/pm.

Recorded this ____ day of _____, 20____ at ____ am/pm in

Plat Book _____, Page _____

Union County Recorder

SITE DATA

TOTAL AREA (BY RECENT SURVEY): 42.824 ACRES
TOTAL R/W AREA: 7.013 ACRES
SITE AREA LESS R/W: 35.811 ACRES
OPEN SPACE: 26.441 ACRES
BUILDABLE LOTS (47) AREA: 9.370 ACRES

Variances

Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Glacier Pointe dated 9-18-18.

The accompanying plat represents a subdivision of land in VMS 6581, Jerome Township, Union County, Ohio.

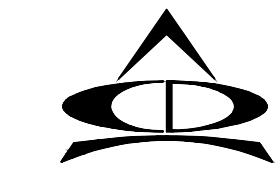
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Both Chord and Arc distances are shown on all curve measurements. Monumentation, to be set, will be set when the subdivision is completed and prior to the sale of its lots.

We further certify that the accompanying plat is a correct representation of Glacier Pointe Section 1, Phase 1 Final Plat, as surveyed in April 2016 and May 2016.

Jonathan E. Phelps date
Reg. No. 8241

LEGEND

- = IRON PIN SET
- = PERMANENT MARKER
- ✕ = PK NAIL SET
- = IRON PIN FOUND
- ✕ = PK NAIL FOUND



422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ENGINEERS SURVEYORS

DATE: February 19, 2020

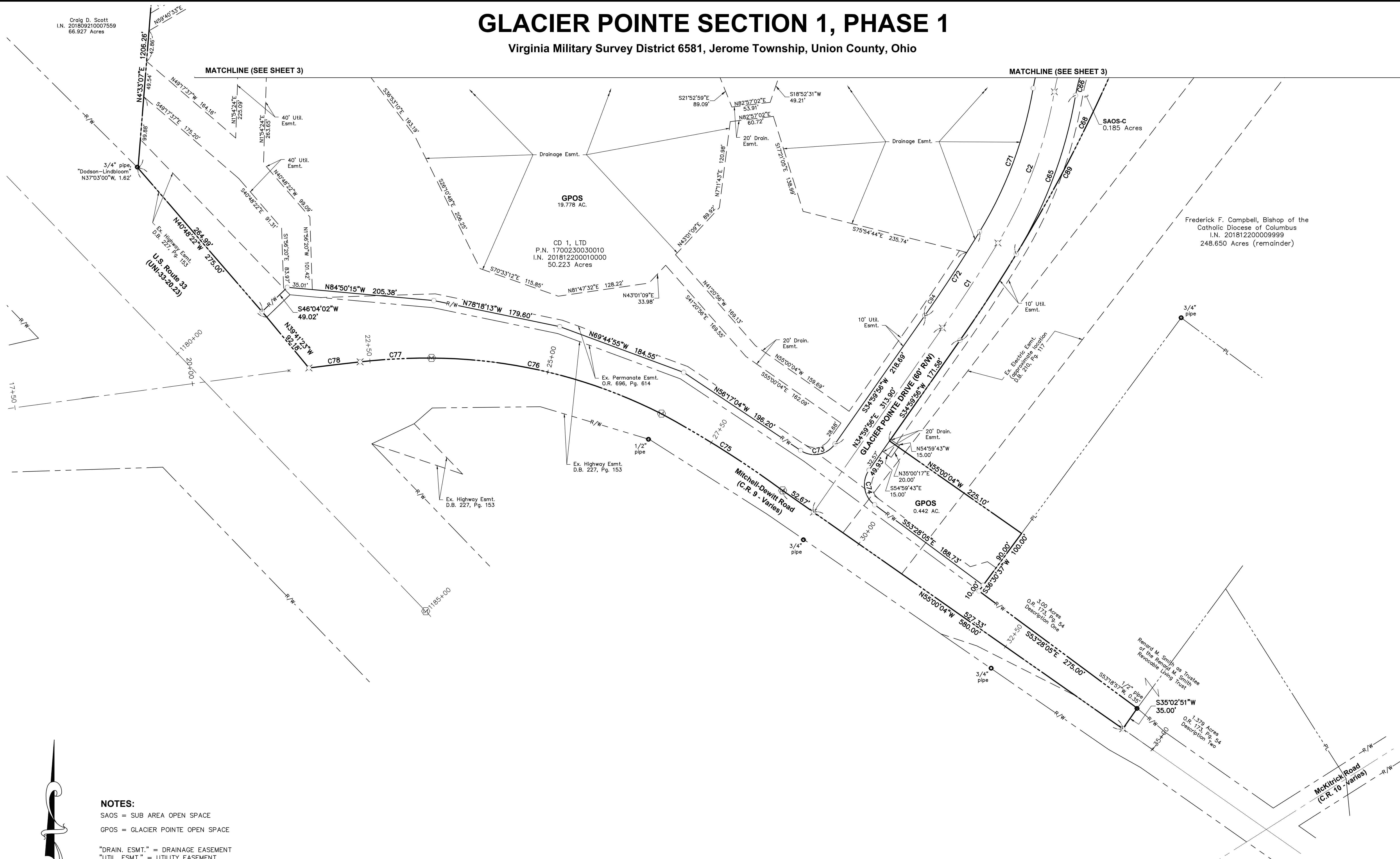
SHEET 1 / 4

JOB NO.: 16-0005-394

Z:\16-0005-394\DWG\PRODUCTION DRAWINGS\SURVEY\16-0005-394_Final Plat.dwg Sheet2 Feb 19, 2020 - 9:25:07am jphelps

GLACIER POINTE SECTION 1, PHASE 1

Virginia Military Survey District 6581, Jerome Township, Union County, Ohio

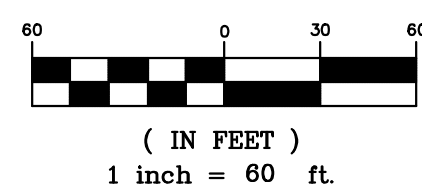


NOTES:

SAOS = SUB AREA OPEN SPACE
GPOS = GLACIER POINTE OPEN SPACE

"DRAIN. ESMT." = DRAINAGE EASEMENT
"UTIL. ESMT." = UTILITY EASEMENT

GRAPHIC SCALE



LEGEND

○ = IRON PIN SET
⊙ = PERMANENT MARKER
✕ = PK NAIL SET
● = IRON PIN FOUND
✱ = PK NAIL FOUND

GLACIER POINTE SECTION 1, PHASE 1



ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

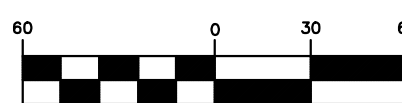
SCALE: 1" = 60'
DATE: February 18, 2020

SHEET 2 / 4
JOB NO.: 16-0005-394

PLAN PREPARED BY: JEP
CHECKED BY: JEP

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



GLACIER POINTE SECTION 1, PHASE 1

Virginia Military Survey District 6581, Jerome Township, Union County, Ohio

Frederick F. Campbell, Bishop of the
Catholic Diocese of Columbus
I.N. 201812200009999
248.650 Acres (remainder)

Jerry L. Scott and Judith Ellen Scott,
Trustees of the Mary Lynn Scott Trust
dated May 11, 1998
I.N. 201609010007090
66.928 Acres

Craig D. Scott
I.N. 201609010007559
66.927 Acres

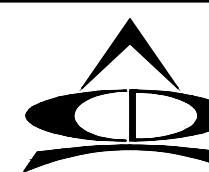
CD 1, LTD
P.N. 1700230030010
I.N. 201812200010000
50.223 Acres

SAOS-B
3.177 AC.

CD 1, LTD
P.N. 1700230030010
I.N. 201812200010000
50.223 Acres

GPOS
19.778 AC.

GLACIER POINTE SECTION 1, PHASE 1



PLAN PREPARED BY: JEP
CHECKED BY: JEP
422 Beecher Road
Columbus, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 60'
DATE: February 18, 2020
SHEET 3 / 4
JOB NO.: 16-0005-394

NOTES:

SAOS = SUB AREA OPEN SPACE
GPOS = GLACIER POINTE OPEN SPACE

"DRAIN. ESMT." = DRAINAGE EASEMENT
"UTIL. ESMT." = UTILITY EASEMENT

LEGEND

- = IRON PIN SET
- = PERMANENT MARKER
- ⊗ = PK NAIL SET
- ⊗ = IRON PIN FOUND
- ⊗ = PK NAIL FOUND

MATCHLINE (SEE SHEET 2)

MATCHLINE (SEE SHEET 2)

U.S. Route 33
(I.N. 33-20.23)

GLACIER POINTE SECTION 1, PHASE 1


Virginia Military Survey District 6581, Jerome Township, Union County, Ohio

LINE TABLE		
LINE	DISTANCE	BEARING
L1	74.26'	S19°48'43"W
L2	74.26'	S18°00'33"W
L3	74.26'	S16°12'22"W
L4	74.26'	S14°24'11"W
L5	74.26'	S12°36'01"W
L6	74.26'	S10°47'50"W
L7	74.26'	S08°59'40"W
L8	74.26'	S07°11'29"W
L9	74.26'	S05°23'18"W
L10	74.26'	S03°35'08"W
L11	74.26'	S01°46'57"W
L12	76.11'	N00°29'37"E
L13	101.02'	S75°44'01"E
L14	90.57'	S59°27'21"E
L15	90.53'	S42°24'09"E
L16	76.69'	S25°23'32"E
L17	60.97'	S22°20'11"E
L18	61.38'	S19°17'32"E
L19	61.38'	S16°14'54"E
L20	130.39'	N66°20'09"E
L21	20.00'	S23°39'51"E
L22	130.00'	S66°20'09"W
L23	3.51'	N23°39'51"W
L24	20.95'	N23°39'51"W
L25	16.07'	S23°39'51"E
L26	28.39'	S23°39'51"E
L27	12.59'	N20°25'24"W
L28	18.96'	N75°16'25"E
L29	14.86'	S69°17'11"E
L30	22.03'	N63°18'17"W
L31	10.97'	N76°19'33"E
L32	136.09'	N00°29'37"E
L33	50.84'	N29°50'59"W
L34	33.71'	N20°37'17"W
L35	5.82'	S89°47'15"E
L36	93.86'	S89°47'15"E
L37	110.00'	S50°42'19"E

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	3°41'28"	2200.00'	141.73'	N33°09'12"E	141.71'
C2	21°38'52"	600.00'	226.69'	N20°29'02"E	225.35'
C3	29°44'26"	250.00'	129.77'	N24°31'49"E	128.32'
C4	22°22'00"	500.00'	195.19'	N28°13'02"E	193.95'
C5	2°27'03"	2200.00'	94.10'	N15°48'30"E	94.09'
C6	16°45'09"	2200.00'	643.25'	N06°12'24"E	640.96'
C7	5°25'28"	2200.00'	208.28'	N04°52'54"W	208.21'
C8	24°37'40"	2200.00'	945.64'	N04°43'12"E	938.37'
C9	1°42'38"	1980.00'	59.11'	N13°48'49"E	59.11'
C10	56°18'24"	150.00'	147.41'	N42°49'20"E	141.55'
C11	58°19'09"	150.00'	152.68'	S79°51'53"E	146.17'
C12	51°11'56"	150.00'	134.04'	S25°06'21"E	129.62'
C13	65°50'32"	150.00'	172.37'	S56°35'07"E	163.05'
C14	10°55'52"	1000.00'	190.78'	S18°11'55"E	190.49'
C15	7°16'17"	1000.00'	126.91'	S20°01'42"E	126.82'
C16	3°39'35"	1000.00'	63.87'	S14°33'46"E	63.86'
C17	3°35'50"	1100.00'	69.06'	N89°37'45"E	69.05'
C18	7°39'10"	530.00'	70.79'	S28°46'01"W	70.74'
C19	7°35'46"	530.00'	70.27'	S21°08'33"W	70.21'
C20	0°18'39"	530.00'	2.87'	S17°11'21"W	2.87'
C21	1°43'45"	2230.00'	67.30'	S16°10'09"W	67.30'
C22	1°48'11"	2230.00'	70.17'	S14°24'11"W	70.17'
C23	1°48'11"	2230.00'	70.17'	S12°36'01"W	70.17'
C24	1°48'11"	2230.00'	70.17'	S10°47'50"W	70.17'
C25	1°48'11"	2230.00'	70.17'	S08°59'40"W	70.17'
C26	1°48'11"	2230.00'	70.17'	S07°11'29"W	70.17'
C27	1°48'11"	2230.00'	70.17'	S05°23'18"W	70.17'
C28	1°48'11"	2230.00'	70.17'	S03°35'08"W	70.17'
C29	1°48'11"	2230.00'	70.17'	S01°46'57"W	70.17'
C30	1°31'57"	2230.00'	59.65'	S00°06'53"W	59.65'
C31	88°28'55"	35.00'	54.05'	S43°35'22"W	48.84'
C32	3°40'47"	1075.00'	69.04'	S89°40'13"W	69.03'
C33	3°29'46"	35.00'	2.14'	S32°48'03"W	2.14'
C34	15°31'14"	175.00'	47.41'	S38°48'47"W	47.26'
C35	16°13'09"	175.00'	49.54'	S54°40'59"W	49.37'
C36	8°10'59"	175.00'	24.99'	S66°53'03"W	24.97'
C37	9°30'23"	175.00'	29.04'	S75°43'44"W	29.00'
C38	17°00'08"	175.00'	51.93'	S88°58'59"W	51.74'
C39	17°00'08"	175.00'	51.93'	N74°00'53"W	51.74'
C40	14°48'30"	175.00'	45.23'	N58°06'34"W	45.10'
C41	6°13'53"	175.00'	19.03'	N47°35'22"W	19.02'
C42	15°40'42"	175.00'	47.89'	N36°38'05"W	47.74'
C43	16°45'37"	175.00'	51.19'	N20°24'55"W	51.01'
C44	12°31'43"	175.00'	38.27'	N05°46'15"W	38.19'
C45	90°00'00"	35.00'	54.98'	N44°30'23"W	49.50'
C46	4°59'59"	175.00'	15.27'	N87°00'23"W	15.27'
C47	16°35'46"	175.00'	50.69'	N76°12'31"W	50.51'
C48	16°54'33"	175.00'	51.65'	N59°27'21"W	51.46'
C49	16°54'33"	175.00'	51.65'	N42°32'47"W	51.46'
C50	10°25'40"	175.00'	31.85'	N28°52'41"W	31.81'
C51	2°50'59"	1025.00'	50.98'	N22°14'21"W	50.98'
C52	3°02'38"	1025.00'	54.46'	N19°17'32"W	54.45'
C53	3°02'38"	1025.00'	54.46'	N16°14'54"W	54.45'
C54	93°39'35"	35.00'	57.21'	S26°46'39"W	51.05'
C55	2°02'49"	975.00'	34.83'	S21°04'33"E	34.83'
C56	1°33'53"	975.00'	26.63'	S22°52'54"E	26.63'
C57	65°50'32"	125.00'	143.65'	S56°35'07"E	135.87'
C58	51°11'56"	125.00'	111.70'	S25°06'21"E	108.02'
C59	7°52'25"	1954.91'	268.65'	N10°43'56"E	268.44'
C60	56°18'24"	125.00'	122.84'	N42°49'20"E	117.96'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C61	58°19'09"	125.00'	127.23'	S79°51'53"E	121.81'
C62	69°15'39"	35.00'	42.31'	N69°10'46"E	39.78'
C63	92°24'27"	35.00'	56.45'	S29°59'11"E	50.53'
C64	12°54'46"	470.00'	105.93'	S23°29'25"W	105.70'
C65	21°38'52"	630.00'	238.03'	N20°29'02"E	236.62'
C66	29°44'26"	220.00'	114.20'	N24°31'49"E	112.92'
C67	6°48'25"	530.00'	62.97'	N35°59'49"E	62.93'
C68	10°35'39"	2230.00'	412.33'	S26°00'38"W	411.74'
C69	9°27'14"	470.00'	77.55'	S34°40'25"W	77.46'
C70	29°44'26"	280.00'	145.34'	S24°31'49"W	143.71'
C71	21°38'52"	570.00'	215.36'	S20°29'02"W	214.08'
C72	3°41'28"	2170.00'	139.80'	S33°09'12"W	139.78'
C73	88°43'00"	35.00'	54.19'	S79°21'26"W	48.94'
C74	88°28'01"	35.00'	54.04'	S09°14'04"E	48.83'
C75	8°00'00"	1432.34'	199.99'	S57°40'02"E	199.83'
C76	26°42'00"	716.20'	333.75'	N76°21'04"W	330.74'
C77	6°40'00"	859.51'	100.01'	S86°57'56"W	99.95'
C78	0°45'49"	5404.04'	72.01'	S83°12'10"W	72.01'
C79	1°59'36"	1025.00'	35.66'	N13°43'47"W	35.66'
C80	93°39'35"	35.00'	57.21'	S59°33'46"E	51.05'
C81	90°00'00"	35.00'	54.98'	S45°29'37"W	49.50'
C82	6°09'47"	1954.91'	210.28'	S09°52'37"W	210.18'
C83	89°08'55"	35.00'	54.46'	S31°36'57"E	49.13'
C84	90°48'49"	35.00'	55.47'	N58°24'11"E	49.85'
C85	20°35'25"	2170.00'	779.83'	N02°42'04"E	775.64'
C86	3°54'24"	2230.00'	152.05'	S05°38'26"E	152.02'
C87	88°28'55"	35.00'	54.05'	S47°55'42"E	48.84'
C88	3°31'06"	1125.00'	69.08'	N89°35'23"E	69.07'
C89	14°17'07"	2230.00'	556.00'	S27°51'22"W	554.56'
C90	30°25'48"	25.00'	13.28'	N04°50'15"W	13.12'
C91	4°14'06"	1065.00'	78.72'	S89°56'53"W	78.70'
C92	5°53'53"	530.00'	54.56'	N29°38'40"E	54.53'
C93	6°48'25"	530.00'	62.97'	S35°59'49"W	62.93'
C94	2°47'48"	2170.00'	105.92'	N33°36'02"E	105.91'

GLACIER POINTE SECTION 1, PHASE 1



ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED BY: JEP
CHECKED BY: JEP

422 Beecher Road
Cahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

DATE: February 18, 2020

SHEET 4 / 4

JOB NO.: 16-0005-394

GLACIER POINTE

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:

Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.

TABLE OF CONTENTS

ARTICLE I. APPLICABILITY	2
ARTICLE II. DEFINITIONS	3
A. “Additional Property”	3
B. “Administrative Expenses”	3
C. “Annual Assessments”	3
D. “Articles” and “Articles of Incorporation”	3
E. “Assessments”	3
F. “Board”	3
G. “Bylaws”	3
H. “Common Expenses”	3
I. “Common Property”	4
J. “Condominium” or “Condominium Parcel”	4
K. “Condominium Association”	4
L. “Declarant”	4
M. “Design Review Board”	4
N. “Developer”	4
O. “Development Phase”	5
P. “Directors”	5
R. “Exempt Property”	5
S. “Governing Documents”	5
T. “Improvements”	5
U. “Lot”	6
V. “Lot Assessment”	6
W. “Manager”	6
X. “Master Association”	6
Y. “Master Developer”	6
Z. “Member”	6
AA. “Operating Fund” and “Reserve Fund”	7
BB. “Owner”	7
CC. “Parcel”	7
DD. “Person”	7
EE. “Property”	7
FF. “Rules”	7
GG. “Special Assessment” –	7
HH. “State”	7
II. “Sub-Association”	7
JJ. “Turnover Date”	7
KK. “Unit” or “Condominium Unit”	8
ARTICLE III. GOALS	8
ARTICLE IV. USE RESTRICTIONS	8
A. Use.	8
B. Use of Common Property.	9
C. Use of Condominium Parcel.	9

D.	Hazardous Actions or Materials.....	9
E.	Signs.....	9
F.	Animals.....	9
G.	Nuisances.....	9
H.	Business.....	9
I.	Storage.....	10
J.	Hotel/Transient Uses; Leases.....	10
K.	Vehicles.....	10
L.	Trash.....	10
M.	Antennae; Clotheslines.....	11
N.	Utility Lines.....	11
O.	Holiday Displays.....	11
P.	Tanks; Wells.....	11
Q.	Street Trees.....	11
R.	Mailboxes.....	11
S.	Yard Lights and Lamp Posts.....	11
T.	Fencing.....	12
U.	Swimming Pools.....	12
V.	Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping.....	12
W.	Tree Removal.....	12
X.	Hunting, Trapping and Fishing.....	12
Y.	Portable Sports Equipment.....	12
Z.	Compliance with Zoning Requirements.....	13
AA.	Compliance with Subdivision Regulations.....	13
BB.	Lot Splits.....	13
ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS		13
A.	Design Review Board.....	13
B.	Modifications.....	14
C.	Variances.....	14
D.	Improvements by the Master Developer; Pre-Approved Plans.....	14
E.	Exclusive Jurisdiction of Design Review Board.....	15
F.	Requirement to Receive Design Review Board Approval.....	15
G.	Amendments, Modifications and Amplifications of Design Review Board DRB Design Guidelines and other Standards.....	15
H.	Inspection License.....	15
I.	Liability Relating to Approvals.....	15
K.	Enforcement.....	16
ARTICLE VI. EASEMENTS AND LICENSES.....		16
A.	Easement of Access and Enjoyment Over Common Property.....	16
B.	Right of Entry for Repair.....	16
C.	Easement for Utilities and Other Purposes.....	16
D.	Easement for Services.....	17
E.	Reservation of Special Easements.....	17
F.	No-Build Zones.....	17
G.	Compliance with Subdivision Regulations.....	17

ARTICLE VII. THE MASTER ASSOCIATION	18
A. Membership.	18
B. Governance.	18
C. Composition of Master Association Board.....	18
D. Voting Rights.....	18
E. Bylaws.....	19
ARTICLE VIII. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION	19
A. Personal Property and Real Property for Common Use.	19
B. Rules and Regulations.....	19
C. Implied Rights.....	19
D. Joint Use and Cost-Sharing Agreements.	19
E. Managing Agent.....	19
F. Insurance.....	19
G. Condemnation.	20
H. Books, Records	20
ARTICLE IX. ASSESSMENTS.....	21
A. Operating and Reserve Funds.	21
B. Types of Assessments.....	21
C. Uniform Rates for Annual and Special Assessments.	21
E. Annual Assessments.	21
F. Special Assessments.	22
G. Lot Assessments.....	22
H. Remedies.....	22
I. Suspension of Vote and Use of Common Elements.	24
J. Assignment and Pledge of Assessments.....	24
ARTICLE X. MAINTENANCE	24
A. Maintenance by Association	24
B. Maintenance by Owner.....	25
C. Right of Master Association to Maintain Property.....	25
D. Right of Entry for Maintenance and Repair.....	25
E. Damage to Common Property by Owner or Occupant.....	25
ARTICLE XI. RESERVED.....	25
ARTICLE XII. COMMON PROPERTY	26
ARTICLE XIII. SUB-ASSOCIATIONS.....	26
A. Sub-Associations.....	26
B. Subordination of Sub-Associations.....	26
C. Approval of Sub-Association Documents.	26
D. Sub-Association Limitations.....	26
ARTICLE XIV. MASTER DEVELOPER AS SOLE MASTER DEVELOPER; ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS.....	26
ARTICLE XV. MISCELLANEOUS.....	27
A. Term.....	27
B. Enforcement; Waiver.....	27
C. Amendments.	27
D. Master Developer's Rights to Complete Development.	28
E. Master Developer's Rights to Replat the Master Developer's Property.....	29

F.	Mortgage Rights.....	29
H.	Severability.	30
I.	Captions.	30
J.	Notices.	30

EXHIBIT A – Master Plan Area for Glacier Pointe

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

EXHIBIT C – Open Space Plan for Common Property

EXHIBIT D – Bylaws of the Master Association

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the “Master Declaration”) is made on or as of this ____ day of _____, 2017, by _____, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the “Declarant” and “Master Developer”).

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a planned community known as “Glacier Pointe” that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio (“Glacier Pointe”).

B. The Master Developer desires to develop Glacier Pointe into a high-quality, planned community to consist of residential subdivisions and other facilities for recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Glacier Pointe for the protection and benefit of all future owners thereof.

C. Detailed design guidelines may be established by the Glacier Pointe Design Board to regulate development, architecture and construction within Glacier Pointe (“DRB Design Guidelines”). Each Parcel, as hereinafter defined, agrees to and shall be bound by such design guidelines.

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

E. To ensure the proper application of the DRB Design Guidelines, and to further the development of Glacier Pointe and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Glacier Pointe, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

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

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

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property. The Property consists of approximately _____ acres of land, more or less, from which the Master Developer intends to subdivide several single-family subdivisions and condominium regimes, together with certain Common Property (each subdivision or condominium regime may be referred to herein as a “Development Phase”). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Glacier Pointe and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Glacier Pointe on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional parcels to, and declare them to be, subsequent Development Phases of Glacier Pointe. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Glacier Pointe, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Glacier Pointe may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Glacier Pointe is a “planned community” for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the “Planned Community Statute”) and shall comply with the provisions of the Planned Community Statute.

ARTICLE II. DEFINITIONS

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

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

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

C. “Annual Assessments” – the amount to be paid to the Master Association by each Owner annually, as further provided in Article IX Paragraph E hereof.

D. “Articles” and “Articles of Incorporation” - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

E. “Assessments” - collectively referring to Annual Assessments, Lot Assessments and Special Assessments, all as further provided in Article IX hereof.

F. “Board” - the board of directors or other management body of the Master Association.

G. “Bylaws” - the Bylaws of Glacier Pointe Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, constituting the code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

H. “Common Expenses” - all expenses incurred by the Master Association in connection with its ownership, lease and/or maintenance of the Common Property, maintenance of property other than Common Property as provided herein, real estate taxes and assessments, if

any, attributable to the Common Property, utilities for the Common Property or consumed in furtherance of the Master Association's duties and obligations, and all costs and expenses incurred by the Master Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, all Administrative Expenses.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Glacier Pointe. All such Common Property shall be owned by the Master Association, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property cross-hatched on the Open Space Plan for Common Property attached hereto as Exhibit C as the same may be amended and modified with respect to final subdivision plats of Glacier Pointe; For purposes of Article X, Paragraph A hereof, Common Property shall include all common elements of a Condominium, all as so determined and designated by the Master Developer.

J. "Condominium" or "Condominium Parcel" - the portions of the Property designated as areas in which residential condominium development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on the Condominium Parcel and their respective undivided interests in related common elements are referred to herein as Units.

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

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

M. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Glacier Pointe.

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

O. “Development Phase” - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision or Condominium is to be developed and constructed.

P. “Directors” – those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association.

Q. “DRB Design Guidelines” – those design guidelines which may be established from time to time by the Design Review Board to regulate the development, architecture and construction within Glacier Pointe, as the same may be modified, amended, amplified and interpreted by the Design Review Board in its sole discretion from time to time.

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

S. “Governing Documents” – as applicable, each of the Master Association’s Articles of Incorporation, the Master Association Bylaws, this Master Declaration, the DRB Design Guidelines, and all amendments thereto, applicable building and zoning laws, subdivision and other plats of property in Glacier Pointe, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents (including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Glacier Pointe.

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

all other structures or improvements of every type or character, constructed, installed or maintained on any property within Glacier Pointe.

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

V. “Lot Assessment” - an assessment that the Board may levy against one or more Lots or Units to reimburse the Master Association for costs incurred on behalf of the assessed Lot or Unit, including without limitation, costs associated with making repairs that are the responsibility of the Owner thereof, costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board, all as further provided in Article IX Paragraph G hereof.

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

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

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

Z. “Member” - any person or entity entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof.

AA. “Operating Fund” and “Reserve Fund” - respectively, the funds established pursuant to Article IX Paragraph A hereof for the purpose of funding the operations of the Master Association and establishing reserves for capital expenditures thereof.

BB. “Owner” - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, Lot or Unit, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer. An “Owner” shall include the association created to own the common elements of a Condominium Parcel.

CC. “Parcel” – each Condominium Parcel and each legally separate tax parcel subdivided or created from the Property, including each Lot, Unit and the common elements of a Condominium.

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

EE. “Property” - the real property presently owned by the Master Developer described on the attached Exhibit B and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all residential real property constituting Glacier Pointe shall be a part of the Property hereunder.

FF. “Rules”- the rules and regulations governing use, occupancy and appearance of the Property, the Common Property, Parcels, Lots and Units as may be established by the Master Association Board from time to time.

GG. “Special Assessment” – an assessment levied by the Master Association against all Lots or Units encumbered by this Declaration pursuant to Article IX Paragraph F hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

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

II. “Sub-Association” – each sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XIII hereof. The association created to own the common elements of a Condominium Parcel shall be considered a Sub-Association hereunder.

JJ. “Turnover Date” – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for

Glacier Pointe (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

KK. “Unit” or “Condominium Unit” - a discrete parcel of real property a part of Glacier Pointe identified as a “Unit” in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements.

ARTICLE III. GOALS

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

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements;
- D. Establishment of requirements for Glacier Pointe and use of the Property;
- E. To create, maintain and preserve the quality of life for all Owners and residents of Glacier Pointe; and
- F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, if applicable, and the collection of funds to fulfill its objectives.

ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use. Except as otherwise permitted herein, each Lot and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. No Improvements may be constructed, modified or demolished by a Developer or Owner on any Parcel (including Common Property and Exempt Property) unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

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

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

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property or Exempt Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or Exempt Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices.

E. Signs. All signage located within Glacier Pointe shall comply with the signage requirements imposed by the Design Review Board pursuant to the DRB Design Guidelines and all signage requirements of the Jerome Township Zoning Resolution.

F. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any dwelling or structure erected on any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Parcel without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit an Owner or resident

from conducting a “home business” which does not involve non-resident employees at, or retail sales to customers visiting, the Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a “home business” conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on any Parcels, including, without limitation, sheds or barns. Storage buildings and pool amenity buildings shall be permitted on Condominium Parcels if approved by the Design Review Board.

J. Hotel/Transient Uses; Leases. No Parcel may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All residential leases shall be in writing and shall be subject to this Master Declaration.

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

The word “trailer” shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word “truck” shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident’s family.

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and Development Phases, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered sanitary containers, screened from view.

M. Antennae; Clotheslines. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Parcel, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than “clotheslines” (but which serve the same purpose), be permitted.

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

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

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property; provided that the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds on Common Property or Exempt Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner’s expense. The Master Developer may implement interior street tree planting requirements relative to Condominium Parcels.

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

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the DRB Design Guidelines and the PD Regulation Text applicable to Glacier Pointe.

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

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

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

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

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

Y. Portable Sports Equipment. No portable sports equipment such as basketball backboards or soccer goals shall be permitted to be located, used or maintained within or adjacent to any public or private street or cul-de-sac.

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

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

BB. Lot Splits. No Parcel shall be further subdivided or split into two or more tax parcels without the prior written consent of the Master Developer prior to the Turnover Date, and after the Turnover Date, without the approval of the Design Review Board and the Master Association Board.

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

A. Design Review Board. There is hereby created and constituted the Glacier Pointe Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced planned communities such as Glacier Pointe. At all times, the Design Review Board shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property or any portion thereof.

Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and

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

B. Modifications. No Person shall construct any Improvement on the Property (including any Parcel, Common Property or Exempt Property), including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best interest of the community and is within the spirit of the DRB Design Guidelines and other design standards established by the Design Review Board. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master

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

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Glacier Pointe and shall be the sole and exclusive authority for interpretation of DRB Design Guidelines and other design standards established by the Design Review Board, subject to the provisions of Article V Paragraph G hereof.

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

G. Amendments, Modifications and Amplifications of Design Review Board DRB Design Guidelines and other Standards. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to create, amend, modify and amplify the DRB Design Guidelines and other design standards established by the Design Review Board, subject to the terms and conditions of the zoning and governmental approvals pertaining to Glacier Pointe. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the DRB Design Guidelines and other design standards.

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

I. Liability Relating to Approvals. Neither the Master Developer, the Master Association, the Master Association Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable

to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve the same. Every Person and Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Owner shall be responsible for ensuring that any Improvements constructed on their Parcel comply with any zoning ordinances and any easements, covenants and conditions of record.

J. Responsibility for Governmental Fees and Costs. All governmental fees and costs incurred in developing and constructing improvements on a Parcel shall be at the sole cost and expense of the Owner thereof.

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

ARTICLE VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the Property, including without limitation the Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the

exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

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

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales if any. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

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

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision

Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

ARTICLE VII. THE MASTER ASSOCIATION

A. **Membership.** The Master Developer and each Owner shall have a membership in the Master Association, and by acceptance of a deed to a Parcel, every Owner agrees to and acknowledges being a Member of the Master Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Parcel owned. In the event an Owner consists of more than one Person, such Persons shall have one membership in the Master Association as tenants in common. For purposes of membership in the Master Association, the association created to own the common elements of a Condominium Parcel shall not be considered an Owner.

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

C. **Composition of Master Association Board.** At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of three (3) Directors elected by the Owners. Each Director of the Master Association shall hold office for a three (3) year term; provided that one initial Director of the Master Association elected by the Owners shall be elected to a one (1) year term, one initial Director of the Master Association elected by the Owners shall be elected to a two (2) year term, and one initial Director of the Master Association elected by the Owners shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

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

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

ARTICLE VIII. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

A. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

B. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

C. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the laws of the State and this Master Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Master Declaration, or reasonably necessary to effect any such right or privilege.

D. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each homeowners association may from time to time determine.

E. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Master Association Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

2. The Master Association may, in the Board's discretion, obtain and maintain the following insurance as an Administrative Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Master Association and all other persons handling or responsible for handling funds of the Master Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the Master Association deems necessary.

G. Condemnation. The Master Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Master Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Association, to be held in trust or used for the benefit of the Owners.

H. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Master Association Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Master Association Board:

1. information that pertains to personnel matters;
2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;
3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners; and
5. information, the disclosure of which is prohibited by state or federal law.

ARTICLE IX. ASSESSMENTS

A. Operating and Reserve Funds. The Master Association shall establish an Operating Fund for financing the administration, governance and operation of the Master Association, necessary costs and expenses of operating the Master Association and replacing, repairing and maintaining the Common Property. The Master Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Owners shall have no right to waive the annual reserve requirement established by the Board.

B. Types of Assessments. Each Owner, by accepting a deed to a Parcel, is deemed to covenant and agree to pay to the Master Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Lot Owner or Unit Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning such Lot Owner's Lot or Unit Owner's Lot.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots and Units.

D. Initial Implementation of Annual Assessments and Special Assessments. Notwithstanding anything to the contrary contained herein, Annual Assessments and Special Assessments shall initially be imposed or implemented against each Lot or Unit on the first to occur of initial occupancy of the residential dwelling constructed thereon or twelve (12) months after transfer of title to the Parcel to which such Lot or Unit relates by the Master Developer.

E. Annual Assessments. The Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the Master Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the Board), and shall assess each Owner an Annual Assessment equal to such Owner's estimated share thereof, as determined in accordance with Article IX Paragraph C hereof. The Master Association shall thereupon assess each Owner such Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing to the contrary, the Master Developer may elect to pay the Annual Assessments applicable to Parcels it owns, or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Master Association. The standard of maintenance that is to be performed shall be that which is customary for similar master planned community developments.

F. Special Assessments. The Board may levy against Parcels encumbered by this Declaration, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

G. Lot Assessments. The Board may levy a Lot Assessment against any Owner(s) to reimburse the Master Association for costs incurred on behalf of the specific Parcel assessed (including Lots and Units), including without limitation, costs associated with making repairs that are the responsibility of the Owner, costs of additional insurance premiums specifically allocable to an Owner, costs of any utility expenses chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment and prior to levying such Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment ten (10) days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against any Owner who violates the Rules or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or this Declaration. Any written notice provided by the Board to an Owner that the Board proposes to levy a Lot Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Owner receiving such a written notice may request a hearing before the Board by delivering to the Board a written notice not later than ten (10) days after receiving a written notice from the Board, as provided in this Paragraph G. If an Owner fails to make a timely request for a hearing, the right to such hearing is waived and the Board may immediately impose and levy a Lot Assessment. If a hearing is timely requested by an Owner, such hearing shall be conducted and any Lot Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

H. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board or the Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the Board or Manager as determined from time to time by the Board.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Master Association to institute an action at law on behalf of the Master Association against the Owner(s) personally

obligated to pay any delinquent assessment. The Manager shall be authorized to commence such an action only with the advice and consent of the Board. An Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Parcel shall neither impair the Master Association's lien against that property for any delinquent Assessment, nor prohibit the Master Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the Master Association and a lien on the Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the Master Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the Manager) of the Master Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the Master Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Parcel recorded prior to the date on which such lien of the Master Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Parcel which

became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

5. Contested Lien. Any Owner who believes that an Assessment chargeable to that Owner's Parcel, and for which a certificate of lien has been filed by the Master Association, has been improperly charged against that Parcel, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Parcel, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the Master Association, setting forth whether the Assessments on a specified Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the Master Association.

I. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Master Association matters and privileges to use the Common Property, and to vote, as a Member of the Master Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Parcel.

J. Assignment and Pledge of Assessments. The Master Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE X. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and

improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Master Declaration.

C. Right of Master Association to Maintain Property. If any Owner fails to maintain his/her property in the manner required herein, or if the Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or this Declaration, then the Board may authorize its employees or agents or the Manager to enter upon such Owner's property pursuant to the right of entry set forth in Article X Paragraph D hereof at any reasonable time to complete the necessary maintenance, and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the Master Association and (ii) the Manager shall each have a right of entry and access to all Parcels encumbered by this Declaration for the purpose of performing the Master Association's rights or obligations set forth in this Declaration. The Master Association and the Manager may enter upon any Parcel to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

E. Damage to Common Property by Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Master Association is hereby granted a license and shall be entitled to enter upon all Parcels to repair or maintain any Common Property adjacent to such Parcels, pursuant to the right of entry set forth in Article X Paragraph D hereof.

ARTICLE XI. RESERVED

ARTICLE XII. COMMON PROPERTY

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners and the Master Association; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

ARTICLE XIII. SUB-ASSOCIATIONS

A. Sub-Associations. Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

C. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Glacier Pointe and shall not be unreasonably withheld, conditioned or delayed.

D. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

ARTICLE XIV. MASTER DEVELOPER AS SOLE MASTER DEVELOPER; ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS

A. _____, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Glacier Pointe. At all times, there shall be only one Master Developer of Glacier Pointe, until such time as Glacier

Pointe is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XV Paragraph D hereof, in the event _____, LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Glacier Pointe, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio.

B. Until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

ARTICLE XV. MISCELLANEOUS

A. Term. This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Master Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Master Association Board to terminate this Master Declaration.

B. Enforcement; Waiver. This Master Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer, the Design Review Board, any Owner, the Master Association, the Master Association Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Master Developer, the Design Review Board, the Master Association, the Master Association Board or any Owner to enforce any provision of this Master Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Parcel, each Developer and Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Master Declaration or the Rules.

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Parcels, (c) necessary to conform to

the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, or (e) deemed appropriate by the Master Developer for the orderly development of Glacier Pointe; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on such date has consented to such amendment in writing. From and after the Turnover Date, the Master Association Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, that from and after the Turnover Date, the Master Association Board shall have no right or power to modify or amend the provisions of Article XIV hereof. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such additional property is part of the Property. An amendment to this Master Declaration shall not require the joinder or consent of any Developer, the Master Association, the Master Association Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Master Association Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Master Association Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any

Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Master Association Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgage Rights. A holder or insurer of a first mortgage upon any Parcel, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Master Declaration or the Bylaws;
2. any termination of the Master Association; and
3. any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article VIII Paragraph H hereof.

G. Indemnification. The Master Association shall indemnify every Master Association Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with

any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Association Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Master Association Board members, officers and trustees of the Master Association and the members of the Design Review Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Master Association Board members, officers and trustees of the Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Master Association Board members, officers or trustees may also be Members of the Master Association), and the Master Association shall indemnify and forever hold its Master Association Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Master Association Board or Design Review Board member, officer or trustee, or former Master Association Board or Design Review Board member, officer or trustee, may be entitled.

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

I. Captions. The caption of each Article, section and paragraph of this Master Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Master Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, _____, LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

_____, LLC, an
Ohio limited liability company

By: _____

STATE OF OHIO)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of _____, LLC, on behalf of _____, LLC.

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

Notary Public

LIST OF EXHIBITS

<u>EXHIBIT A</u>	Master Plan Area for Glacier Pointe
<u>EXHIBIT B</u>	Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration
<u>EXHIBIT C</u>	Open Space Plan for Common Property
<u>EXHIBIT D</u>	Bylaws of the Master Association

EXHIBIT A

Master Plan Area for Glacier Pointe

EXHIBIT B

Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration

[See Attached Pages]

EXHIBIT C

Open Space Plan for Common Property

EXHIBIT D

BYLAWS (CODE OF REGULATIONS) OF GLACIER POINTE MASTER PROPERTY OWNERS ASSOCIATION, INC.

SECTION I: NAME AND LOCATION

The name of the Master Association is Glacier Pointe Master Property Owners Association, Inc. (the “Master Association”), which is a nonprofit corporation created by _____, LLC, an Ohio limited liability company (“Declarant”), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a planned community known as “Glacier Pointe”.

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the “Articles”) filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the “Board”) shall be as set forth herein.

SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Deed Declaration, Restrictions and Bylaws (the “Master Declaration”), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio.

SECTION III: MASTER ASSOCIATION

1. **Membership in Master Association.** Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the “Members”.

2. **Organization of Master Association.** The Master Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. **Declarant Control.** Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Glacier Pointe (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the “Turnover Date”). Until the Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the Board.

4. **Master Association.** The Master Association shall administer Glacier Pointe, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected by the Members.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

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

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member

previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Glacier Pointe Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter all Directors shall be elected by the Members. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the one initial Director of the Master Association

elected by the Members shall be elected to a one (1) year term, one initial Director of the Master Association elected by the Members shall be elected to a two (2) year term, and the one initial Director of the Master Association elected by the Members shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually. In the initial election of Directors by the Members, the candidate nominated for election by the Members receiving the most votes shall be elected to a three (3) year term, the candidate nominated for election by the Members receiving the second highest number of votes shall be elected to a two (2) year term, and the candidate nominated for election by the Member's receiving the third highest number of votes shall be elected to the one (1) year term.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board by vote of the Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be elected by the Members, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel or the spouse of an Owner or co-Owner of a Parcel. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

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

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Assessments as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any Assessment required by such Owner;

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

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

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

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

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

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

- (c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;
- (d). prepare or cause an estimated annual budget to be prepared;
- (e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Assessments;
- (f). procure and maintain insurance and bonds, as provided in the Master Declaration and as the Board deems advisable;
- (g). maintain the Glacier Pointe Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;
- (h). cause the restrictions created by the Master Declaration to be enforced; and
- (i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or these By laws, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII: FISCAL YEAR

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

SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Glacier Pointe Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals,

other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a

quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Parcel to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

- (a). Property insurance on the Common Property;
- (b). Liability insurance pertaining to the Common Property;
- (c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director,

officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ____ day of _____, 2017.

_____, LLC, an Ohio
limited liability company

By: _____



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

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

March 5, 2020

Public Service with integrity

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

Re: Glacier Pointe, Section 1, Phase 1
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on February 21, 2020. The construction drawings have been approved by our office. On site construction work has commenced on site but has not yet been approved. As such, we will require a performance bond/surety for the outstanding public roadway improvements. To date, we have received a draft copy of a performance bond, but it has not yet been approved by the Board of County Commissioners. In addition, we have the following comments on the plat:

1. In review of the street names by internal staff, it is preferred that Avalon Lane be given a different name. We would prefer it break at McKittrick Road to assist with emergency services.
2. As discussed previously, it should be made clear that additional right of way for future roadway relocation of Mitchell-Dewitt Road and McKittrick Road, along with dedicated right of way for the potential interchange at US 33 and Mitchell-Dewitt Road will be dedicated by the development in the future. While an exact alignment is not yet determined, the conceptual right of way as shown in the construction plans should be shown. A note should also be provided indicating that this right of way is to be dedicated by the developer or their successor. Clarification should also be made within the deed restrictions, to avoid a lack of clarity in the future when this right of way is needed.
3. The net and gross density appears to be incorrect.
4. Verify that the proposed right of way dedication on Mitchell-Dewitt Road encompasses the relocated drainage ditch. In addition, there is a drainage easement shown on the construction documents adjacent to this right of way that is not shown on the plat.
5. Clarify that the existing easement (O.R. 696, Pg. 614) is a sanitary easement.

Because the proper surety has not yet been received, in addition to the above additional comments, we recommend denial of the plat. Should we obtain the surety and approval by the Commissioners, in addition to resolution of the above comments prior to next Thursday's Zoning and Subdivision Committee meeting and Executive Committee meeting, we reserve the right to change our recommendation.

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



Bill Narducci, P.E.
Assistant County Engineer
Union County Engineer



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

March 12, 2020

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Glacier Ridge Section 1, Phase 1 Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Glacier Ridge Section 1, Phase 1, including the revised map document dated March 10, 2020. The Final Plat, as proposed, matches the approved Development Plan PD 17-125 FDP-1 as to number of lots, lot dimensions and configuration. That Development Plan was approved by the Board of Trustees on February 18, 2020. Given that information, and that the improvements proposed on the plat map appear consistent with that approved development, there is no zoning regulation on which I could base additional comments about the proposed Final Plat. A Zoning Certificate will be required to be obtained for each proposed dwelling unit or other improvement in accordance with the Jerome Township Zoning Resolution.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee, and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Coordinator
Jerome Township, Union County, Ohio



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

March 12, 2020

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Glacier Ridge Section 1, Phase 1 Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Glacier Ridge Section 1, Phase 1, including the revised map document dated March 10, 2020. The Final Plat, as proposed, matches the approved Development Plan PD 17-125 FDP-1 as to number of lots, lot dimensions and configuration. That Development Plan was approved by the Board of Trustees on February 18, 2020. Given that information, and that the improvements proposed on the plat map appear consistent with that approved development, there is no zoning regulation on which I could base additional comments about the proposed Final Plat. A Zoning Certificate will be required to be obtained for each proposed dwelling unit or other improvement in accordance with the Jerome Township Zoning Resolution.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee, and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Coordinator
Jerome Township, Union County, Ohio

Brad Bodenmiller

From: Jeremy Hoyt <jhoyt@marysvilleohio.org>
Sent: Wednesday, March 4, 2020 12:44 PM
To: Brad Bodenmiller
Subject: LUC Comments - March 2020
Attachments: Glacier Pointe Section 1 Final Plat - COM Comments.pdf

Brad,

The City of Marysville has the following comments regarding this month's submittals:

Fed Ex

- The City of Marysville has no further comments regarding this plat.

Glacier Pointe, Section 1, Phase 1

General

- *Per the September 2018 Preliminary Plat comments for this development, please confirm the utility work that can be completed within the GPOS area. If no work is currently permitted, please provide the City with a separate forty (40) foot easement that extends from each constructed manhole to the western property line. The purpose of this easement is to permit future connection by the adjacent properties*
- *Per the February 2019 Preliminary Plat comments for Glacier Pointe Section 2, a twenty (20) foot utility easement shall be provided along the entirety of this development's frontage with Mitchell-Dewitt Road.*

Sheet 3

- *Provide dimensions on all proposed utility easements to clearly delineate the future permitted work areas for the City (especially along Eliot Drive).*
- *Due to the presence of a sanitary sewer, the easement between Lots 45 and 46 shall be a "utility" (or sanitary) easement instead of a drainage easement.*
- *Due to the presence of a sanitary sewer, an easement shall be provided on the north side of Coalman Drive.*

Please let me know if you have any further questions.

Thanks,
Jeremy

--

Jeremy Hoyt, P.E.

City Engineer / Deputy Public Service Director

City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
[\(937\)645-7358](tel:(937)645-7358) (office)
[\(937\)645-7351](tel:(937)645-7351) (fax)
jhoyt@marysvilleohio.org





Engineering, Planning and Zoning
City Hall, 209 South Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7351
www.marysvilleohio.org

March 4, 2020

Bradley J. Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

**Subject: Glacier Pointe – Section 1, Phase 1
Final Plat Comments**

The City of Marysville has reviewed the Final Plat for the Glacier Pointe - Section 1, Phase 1 development and recommends approving this Final Plat upon addressing the following comments as part of the final engineering process:

General

- Per the September 2018 Preliminary Plat comments for this development, please confirm the utility work that can be completed within the GPOS area. If no work is currently permitted, please provide the City with a separate forty (40) foot easement that extends from each constructed manhole to the western property line. The purpose of this easement is to permit future connection by the adjacent properties
- Per the February 2019 Preliminary Plat comments for Glacier Pointe Section 2, a twenty (20) foot utility easement shall be provided along the entirety of this development's frontage with Mitchell-Dewitt Road.

Sheet 3

- Provide dimensions on all proposed utility easements to clearly delineate the future permitted work areas for the City (especially along Eliot Drive).
- Due to the presence of a sanitary sewer, the easement between Lots 45 and 46 shall be a "utility" (or sanitary) easement instead of a drainage easement.
- Due to the presence of a sanitary sewer, an easement shall be provided on the north side of Coalman Drive.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,


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

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



Logan-Union-Champaign regional planning commission

Staff Report – Thomas Duff

Applicant:	<p>42 Columbus, LP 2105 Commerce Street, Suite 342 Dallas, TX 75201 amorgan@42realestate.com</p> <p>EMH&T, Inc. 5500 New Albany Road Columbus, OH 43054 tcunningham@emht.com</p>
Request:	Approval of Thomas Duff AKA FedEx Ground Facility – Final Plat.
Location:	The property fronts Industrial Parkway and is between Mitchell-Dewitt Road (north) and State Route 161 (south). It is located in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 100.754 acres of land and proposes 1 lot for a truck transportation center.</p> <p>Acreages:</p> <ul style="list-style-type: none">○ 1.742 acres of right-of-way○ 99.012 acres in lots○ 0.0 acres of open space <p>Proposed utilities:</p> <ul style="list-style-type: none">○ City of Marysville water○ City of Marysville sanitary sewer <p>Preliminary Plat:</p> <ul style="list-style-type: none">○ The Preliminary Plat was originally approved in May 2018. <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Engineer's Office submitted comments in a letter dated 03-04-20. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety is required, but none has been received/approved yet.1. Sheet 1: Revise the sidewalk language to read, "The Owners hereby grant and reserve an easement for the construction and maintenance of
------------------------	--



Logan-Union-Champaign regional planning commission

Staff Report – Thomas Duff

	<p>sidewalks within those areas designated on the plat as 'Sidewalk Easement'. The sidewalks within the Sidewalk Easement shall be for the benefit of the public.”</p> <ul style="list-style-type: none">○ The Engineer’s Office recommended denial due to the outstanding surety and other comment. Should those items be resolved prior the LUC meetings, the Engineer’s Office reserved the right to change its recommendation. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ No comments received as of 03-04-20. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ No comments received as of 03-04-20. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).” <p>• City of Marysville</p> <ul style="list-style-type: none">○ Per an email dated 03-04-20, the City wrote it had no further comments. <p>• Jerome Township</p> <ul style="list-style-type: none">○ Jerome Township submitted comments in a letter dated 03-02-20. A Zoning Certificate was issued for a
--	--



Logan-Union-Champaign regional planning commission

Staff Report – Thomas Duff

	<p>truck terminal development at the site. The Township reported, “The improvements proposed on the plat map appear consistent with that approved development...”</p> <ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 03-04-20.• Union Rural Electric<ul style="list-style-type: none">○ No comments received as of 03-04-20.• LUC Regional Planning Commission<ol style="list-style-type: none">1. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).
Staff Recommendations:	Staff recommends acceptance of the request to TABLE the Thomas Duff AKA FedEx Ground Facility Final Plat as requested by the applicant via email dated 03-05-20.
Z&S Committee Recommendations:	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: February 20, 2020 (Updated for March 2020 Submittal)

Name of Subdivision: Thomas Duff Plat

Section/Phase: N/A Block N/A

Location: 8285 Industrial Parkway Plain City, Ohio 43064

Township: Jerome Military Survey: 7058

Complete Parcel(s) Identification Number (PIN): 15-002-6005-1000/15-002-6005-0000

Has a Preliminary Plat been approved for this subdivision?: Yes x No Date: May 10, 2018

Name of Applicant: 42 Columbus, LP

Address: 2105 Commerce street, Suite 342

City: Dallas State: TX Zip: 75201

Phone: 214.739.4209 Fax: Email: amorgan@42realestate.com

Name of Owner of property to be subdivided: Samual Duff Trustee-Sam Duff/W&D Thomas Family LLC-Bill Thomas

Address: 9095 Muirkirk Drive/5494 Cara Court

City: Dublin/Dublin State: OH/OH Zip: 43017-9620/43016-8700

Phone: 614.206.2119/614.578-2547 Fax: Email: sam@timberwoodlandscape.net

Name of Applicant's Surveyor or Engineer: EMH&T, Inc.

Address: 5500 New Albany Road

City: Columbus State: OH Zip: 43054

Phone: 614.775.4350 Fax: Email: tcunningham@emht.com

Proposed Acreage to be Subdivided: 100.754-acres

Current Zoning Classification: COM

Proposed Zoning Changes: N/A

Proposed Land Use: 529, 157 sq. ft. Truck Transportation Center

Development Characteristics

Acreage w/in Approved Preliminary Plat: 100.664 Acres

Acreage w/in Section and/or Block: 100.664 Acres

Number of **APPROVED** lots from Preliminary Plat 1

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Number of Lots **PROPOSED** w/in this Section: 1

Number of **APPROVED** units from Preliminary Plat: N/A

Number of Units **PROPOSED** w/in this Section: N/A

Typical Lot Width: N/A Feet Typical Lot Area: N/A

Single Family Units: N/A Sq. ft Multi-Family Units: N/A

Acreage to be devoted to recreation, parks or open space: 0

Recreation facilities to be provided: 0

Approved method of Supplying Water Service: Existing 12-inch City of Marysville Watermain

Approved method of Sanitary Waste Disposal: Existing 18-inch City of Marysville Sanitary Sewer

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? No

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* No

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer?	<u>Yes</u>
Has estimated construction cost been approved by the County Engineer?	<u>Yes</u>
Bond has been submitted to County Engineer?	<u>Yes</u>
Bond approved by County Commissioners?	<u>No</u>

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	X	
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.	X	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	X	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	X	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	X	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	X	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	X	
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.	X	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	X	
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.	X	
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.	X	
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	X	
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.	N/A	
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).	X	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.	X	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.	X	
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.	X	
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.	X (pending)	
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.	N/A	
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.	X	
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.	X	
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.	X	
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	X	

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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

FEDEX GROUND FACILITY

FINAL PLAT

1
2

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military Survey Number 7058, containing 100.754 acres of land, more or less, said 100.754 acres being comprised of all of those tracts of land conveyed to **42 COLUMBUS, LP** by deeds of record in Instrument Numbers 201906260004733 and 201906260004734, Recorder's Office, Union County, Ohio.

Know all men by these presents that **42 COLUMBUS, LP**, A Texas limited partnership, by **42 A, LLC**, its General Partner, by **SCOTT ROHRMAN**, Manager, owner of the land platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**FEDEX GROUND FACILITY**", a subdivision containing Lot 1, and that Owner has authorized the platting of this land, does hereby accept this plat of same and dedicates to public use forever, all of Industrial Parkway and the easements shown hereon and not heretofore dedicated.

The Owners hereby grant and reserve easements in, over and under those areas designated on this Plat as "Utility Easement" for the construction, operation, maintenance and replacement, as necessary, of utility lines providing utility service in and to the Development to all present and future utility providers providing utility service to the Development. Each of the Utility Easements permit the construction, operation, maintenance and replacement, as necessary, of all public and quasi-public utilities beneath the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all Lots within the Utility Easements. No permanent structure or plantings, etc. shall be permitted in the easement areas. The rights and grant of the Utility Easements shall include the right, without liability therefor, to the respective utility provider, to remove trees, lawns and landscaping that encroach into the Utility Easement which may interfere with the construction, operation, maintenance and replacement, as necessary of the utility facilities operated by the respective utility provider. The utility providers are hereby granted the limited right of access across other areas of the Platted Land in order to exercise their easement rights granted hereby, so long as the respective utility providers exercise commercially reasonable practices, and repair any damage to the Platted Land outside the Utility Easements.

The Owners hereby grant and reserve an easement for sidewalks within those areas designated on the plat as "Sidewalk Easement". The sidewalks within the Sidewalk Easement shall be for the benefit of the fee simple owners, successor owners and their agents and invitees.

The Owners hereby grant and reserve an easement for storm water drainage within those areas designated on the plat as "Channel Easement" for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities.

In Witness Whereof, **SCOTT ROHRMAN**, Manager of **42 A, LLC**, General Partner of **42 COLUMBUS, LP** has hereunto set his hand this _____ day of _____, 20____.

Signed and Acknowledged
In the presence of: **42 COLUMBUS, LP**
BY: 42 A, LLC

By _____
SCOTT ROHRMAN, Manager

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **SCOTT ROHRMAN**, Manager of **42 A, LLC**, General Partner of **42 COLUMBUS, LP** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **42 COLUMBUS, LP**, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20____.

My commission expires _____
Notary Public, State of Ohio

Reviewed this ____ day of _____, 2020
Chairman, Jerome Township Trustees

Approved this ____ day of _____, 2020
Union County Engineer

Approved this ____ day of _____, 2020
Union County Health Department

Approved this ____ day of _____, 2020
Logan-Union-Champaign
Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this _____ day of _____, 2020 for the County of Union, State of Ohio. Street improvements within said dedicated rights-of-way shall not be accepted for public use unless and until construction is completed and accepted as such by Union County. In addition street improvements within said dedicated rights-of-way shall not be accepted for public maintenance until the maintenance period transpires and the street improvements are accepted for public maintenance by Union County.

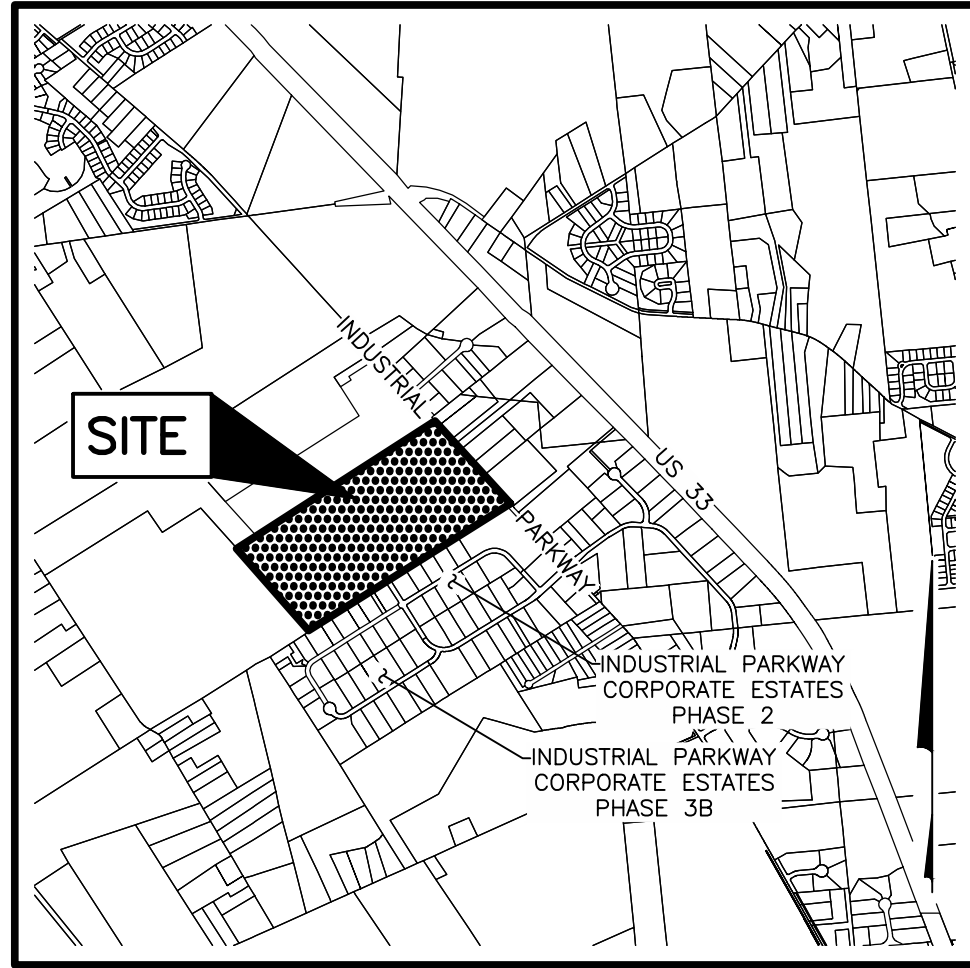
Approved this ____ day of _____, 2020
Union County Commissioners

Transferred this ____ day of _____, 2020
Andrea L. Weaver
Auditor, Union County, Ohio

Filed for record this ____ day of _____, 2020 at _____ M. _____
Theresa Markham
Recorder, Union County, Ohio

Record this ____ day of _____, 2020 in _____
Plat Book _____ Pages _____

42 REAL ESTATE LLC
2105 COMMERCE STREET, SUITE 342
DALLAS, TEXAS, 75201



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. A bearing of South 42° 21' 59" East assigned to the centerline of Industrial Parkway is designated the basis of bearing for this plat.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Union County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated, and set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. Said Permanent Markers were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first.

SURVEYED & PLATTED
BY



The accompanying plat represents a subdivision of land in the Virginia Military Survey Number 7058, Union County, Jerome Township, Ohio. The tract has an area of 1.742 acres in streets and 99.012 acres in lots, making a total of 100.754 Acres.

All measurements are in feet and decimals of a foot. Monuments have been placed as indicated. All measurements on curves are chord and arc distances.

I hereby certify that the accompanying plat is a correct representation of Fedex Ground Facility as surveyed in August, 2016.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ◎ = Permanent Marker (See Survey Data)
- = Stone found

By _____ Date _____
Professional Surveyor No. 7865

FEDEX GROUND FACILITY

STARKEY FAMILY
ENTERPRISES LIMITED
O.R. 158, P. 262

FINAL PLAT

ROBERT CARL MITCHELL
AND BETTY J. MITCHELL
I.N. 201801300000763

N57°15'21"E

3073.66'

Existing 15' Drainage Easement
I.N. 201911270009868

3022.95'

20' Building/Pavement Setback

N41°18'15"W

1422.93'

30' Building Setback
60' Pavement Setback

ROBERT CARL MITCHELL
BETTY J. MITCHELL
O.R. 750, P. 766

1

99.012 Ac.

50' Utility
Easement

20' Utility
Easement

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

30' Utility &
Sewer Easement

60' Building/
Pavement Setback

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

- There shall be no discharge into any streams or storm water outlets of any waste materials in violation of applicable local, state or federal regulations.
- Maintenance of drainage swales shall be the responsibility of the Owners' Association. If any owner damages a swale, that owner shall be responsible for the repair. Repairs shall be made immediately. Existing drain tiles within the subdivision shall be retained in good working order or shall be re-routed so that drainage entering the tiles will continue to flow freely.
- No construction may begin or building started without the individual lot owner obtaining zoning, building, water well, sewage disposal and driveway permits. Zoning permits are obtained from the township zoning inspector. Building permits and driveway permits are obtained from the Union County Building Regulation Department. Sewage disposal and water well permits are obtained from the Union County Board of Health.
- Downspout drains shall not be connected directly to the roadway underdrains.
- For any building proposed to be built within the 100 year flood zone, the standards of the Union County Flood Damage Prevention Resolution must be met. No construction may begin or building started within a designated Flood Hazard Area prior to the issuance of a Flood Hazard Permit by the Union County Building Regulation Department.
- Grading of the storm water detention area shall not be changed.
- All construction shall meet the requirements of the township, Union County and other applicable code authorities.

NOTE "A": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "B" - ACREAGE BREAKDOWN:
Total acreage: 100.754 Ac.
Acreage in rights-of-way: 1.742 Ac.
Acreage in lot: 99.012 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Fedex Ground Facility is comprised of the following Union County Parcel Numbers:

Parcel Number	Map Number	
150-0260050.000	136-00-00-076.000	3.090 Ac.
150-0260051.000	136-00-00-076.001	97.664 Ac.

NOTE "D": All of the land hereby being platted as Fedex Ground Facility is within Zone X, areas determined to be outside of the 0.2% chance floodplain as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for the County of Union, Ohio (Unincorporated Areas), Community-Panel Number 39159C0390D with effective date of December 16, 2008.

NOTE "E": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Fedex Ground Facility or any part thereof can be acquired by a competent examination of the then current public records, including those in the Union County Recorder's Office.

Deed Restrictions of record in Instrument Number

NOTE "F": There is herein dedicated to the City of Marysville, Ohio, a 30 foot wide utility easement along the property's south boundary line, as depicted hereon. Said 30 foot easement shall be exclusive to the City's sewer and water utility service, except that Union Rural Electric (URE) shall be permitted to locate its lines serving the Property within the southern most 10 feet (along the property south boundary line), and shall require URE to coordinate with City of Marysville for final location/design.

Line Type Legend

- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Proposed Subdivision Boundary Line
- Proposed Lot Line
- Proposed R/W Line
- Proposed R/W Centerline
- Proposed Easement Line

SCALE: 1" = 100'

GRAPHIC SCALE (in feet)

2
2



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

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

March 4, 2020

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

Re: Thomas Duff Plat
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on February 21, 2020. The construction drawings have been approved by our office. On site construction work has commenced on site but has not yet been completed. The offsite roadway improvements have not yet commenced. As such, we will require a performance bond/surety for the outstanding public roadway improvements. To date, we have not received said surety. In addition, we have the following comments on the plat:

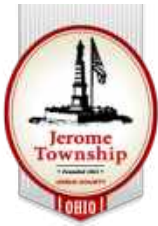
1. On sheet 1, revise the sidewalk language to read: *"The Owners hereby grant and reserve an easement for the construction and maintenance of sidewalks within those areas designated on the plat as "Sidewalk Easement". The sidewalks within the Sidewalk Easement shall be for the benefit of the public."*

Because the proper surety has not yet been received, in addition to the above additional comments, we recommend denial of the plat. Should we obtain the surety and approval by the Commissioners, in addition to resolution of the above comments prior to next Thursday's Zoning and Subdivision Committee meeting and Executive Committee meeting, we reserve the right to change our recommendation.

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

Bill Narducci, P.E.
Assistant County Engineer
Union County Engineer

Cc: Mary Kirk, Union County Engineer's Office (via email)



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

March 2, 2020

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Thomas Duff Property AKA FedEx Ground Facility – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Thomas Duff Property AKA FedEx Ground Facility – Final Plat. Zoning Certificate #6950 was issued to approve a truck terminal development at the site. Given that information, and that the improvements proposed on the plat map appear consistent with that approved development, there is no zoning regulation on which I could base additional comments about the proposed Final Plat.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee, and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Coordinator
Jerome Township, Union County, Ohio

Brad Bodenmiller

From: Jeremy Hoyt <jhoyt@marysvilleohio.org>
Sent: Wednesday, March 4, 2020 12:44 PM
To: Brad Bodenmiller
Subject: LUC Comments - March 2020
Attachments: Glacier Pointe Section 1 Final Plat - COM Comments.pdf

Brad,

The City of Marysville has the following comments regarding this month's submittals:

Fed Ex

- The City of Marysville has no further comments regarding this plat.

Glacier Pointe, Section 1, Phase 1

General

- *Per the September 2018 Preliminary Plat comments for this development, please confirm the utility work that can be completed within the GPOS area. If no work is currently permitted, please provide the City with a separate forty (40) foot easement that extends from each constructed manhole to the western property line. The purpose of this easement is to permit future connection by the adjacent properties*
- *Per the February 2019 Preliminary Plat comments for Glacier Pointe Section 2, a twenty (20) foot utility easement shall be provided along the entirety of this development's frontage with Mitchell-Dewitt Road.*

Sheet 3

- *Provide dimensions on all proposed utility easements to clearly delineate the future permitted work areas for the City (especially along Eliot Drive).*
- *Due to the presence of a sanitary sewer, the easement between Lots 45 and 46 shall be a "utility" (or sanitary) easement instead of a drainage easement.*
- *Due to the presence of a sanitary sewer, an easement shall be provided on the north side of Coalman Drive.*

Please let me know if you have any further questions.

Thanks,
Jeremy

--

Jeremy Hoyt, P.E.

City Engineer / Deputy Public Service Director

City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
[\(937\)645-7358](tel:(937)645-7358) (office)
[\(937\)645-7351](tel:(937)645-7351) (fax)
jhoyt@marysvilleohio.org





Staff Report – Dover Township Zoning Amendment

Jurisdiction:	Salem Township Zoning Commission c/o Jeanie Crabtree, Fiscal Officer 3293 Clark Rd Urbana, OH 43078 (937) 652-3030
Request:	Review of Salem Township Zoning Resolution (Resolution) text amendment, initiated by the Zoning Commission. The amendment fixes typos and modifies Article XII Signs and the Official Schedule of District Regulations.
Location:	Salem Township is in Union County.

Staff Analysis:	<p>LUC staff have been working closely with the Salem Township Zoning Commission and Zoning Inspector to come up with the proposed text amendment language.</p> <p><u>Section 1202 (1)</u> This is the correction of a typo identified by LUC staff (change adds the word “or”).</p> <p><u>Section 1202 (10)</u> This language was removed from <u>Section 1221 Political Signs</u> and added as language that is applicable to all signs and districts. LUC staff recommended removing <u>Section 1221</u> because it appears to be a regulation based on the content of a sign, which could be a First Amendment (Free Speech) violation. The Zoning Commission felt that the language was still useful and wanted it to apply to all signs, so it was added to <u>Section 1202</u>.</p> <p><u>Section 1203</u> This change clarifies how to measure a sign. The original language was unclear on how exactly to measure the area of a sign. There was also no limit on the maximum size of a sign. The proposed change fixes both of those issues. LUC staff believe 300 sq ft is quite large for a maximum, but the Zoning Commission didn’t want to be too restrictive, while also making sure ridiculously large signs were not acceptable.</p>
------------------------	---



Staff Report – Dover Township Zoning Amendment

Section 1221 Political signs

This section was struck upon recommendation from LUC Staff and added to **Section 1202**.

Section 1240

This change allows signs that are less than 32 sq ft (4 ft x 8 ft sheet of plywood/OSB for reference) to be exempted from the setback requirement and they can be established at the right-of-way line. It applies to all signs, not just on-premise signs. The Zoning Commission and inspector thought that, especially in the U-1 District, the setback line was too far from the road for small signs and would actually be a hazard for drivers trying to read a small sign farther away. LUC Staff recommends adding a buffer of ten (10) feet from the right-of-way line where the size-exempted signs cannot be placed. This puts the section in line with other sections (1220, 1243).

Section 1241

Change makes the section apply to ALL signs, not just on-premise.

Section 1244

This change makes the section applicable to ALL signs, not just on-premise signs.

Section 1250

This is a typo discovered by LUC Staff. The applicable ORC chapter for billboards is 5516.

Official Schedule of District Regulations

Section 1250 states that off-premise signs are classified as a business use and shall be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. Therefore, "signs and advertising structures" have been added to the U-1, B-2, and M-1 districts to comply.



Staff Report – Dover Township Zoning Amendment

Staff Recommendations:	<p>Staff recommends <i>APPROVAL WITH MODIFICATIONS</i> of the proposed zoning amendment.</p> <p>The modification is to add a buffer of ten (10) feet from the right-of-way to <u>Section 1240</u> for the size-exempted signs.</p>
Z&S Committee Recommendations:	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 2/24/2020 Township: SALEM

Amendment Title: ARTICLE XII SIGNS

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"/> LUC WEBSITE	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

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

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

10820 St Rt 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •

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

Date of Request.

February 24, 2020

Logan-Union-Champaign Regional Planning Commission

Attn: Aaron Smith

PO Box 219

East Liberty, OH 43319

aaronsmith@lucplanning.com

RE: Zoning Text Amendment Application, Salem Township, Champaign County

Dear LUC Regional Planning Commission Committee Members:

The Salem Township Zoning Commission made a motion to amend the Salem Township Zoning Resolution. The proposed text amendment proposes changes to Article XII Signs.

Description of Zoning Text Amendment.

The proposed text amendment fixes typos, defines how signs are measured, creates maximums for total area, creates an exemption for signs under a certain size, eliminates content based regulations that conflict with First Amendment protections, and modify existing language so that on and off-premises signs are regulated in the same manner.

Public Hearing.

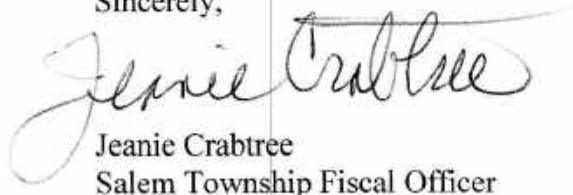
The Salem Township Zoning Commission of Champaign County, Ohio, will tentatively hold a public hearing concerning the proposed amendments at 5:00pm on Monday, March 23, 2020, in the Salem Township Hall located at 1635 E Kingscreek Road, Urbana, Ohio, 43078.

Point of Contact.

Please consider me Salem Township's point of contact for this matter. My contact information is below:

Jeanie Crabtree
3293 Clark Road
Urbana, OH 43078
937-652-3030

Sincerely,

A handwritten signature in cursive script that reads "Jeanie Crabtree". The signature is written in dark ink and is positioned above the printed name and title of the signatory.

Jeanie Crabtree
Salem Township Fiscal Officer

ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, safety, and welfare by regulating existing and proposed outdoor advertising, outdoor advertising signs, and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the Township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution "sign" does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance, or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. Any illuminated sign or lighting device shall employ only light emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating, or moving light or lights. In no event shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination there from to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard **or** nuisance;
2. All wiring, fittings, and materials used in the construction, connection, and operation of electrically illuminated signs shall be in accordance with the provisions of the local electric code in effect, if any;
3. No sign shall be placed on the roof of any building;
4. No portable or temporary sign shall be placed on the front or face of a building or on any premises, except as provided in Section 1220 herein;
5. No sign except as provided in Section 1220, or part thereof shall contain or consist of banners, posters, pennants, ribbons, streamers, spinners, or other similar moving devices. Such devices, as well as strings of lights, shall not be used for the purpose of advertising or attracting attention when not part of a sign;
6. No sign of any classification shall be installed, erected, or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape;
7. All signs hung and erected shall be plainly marked with the name of the person, firm, or corporation responsible for maintaining the sign;
8. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector, proceed at once to put such sign in a safe and secure condition or remove the sign;
9. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

10. No sign shall be posted in any place or in any manner that is destructive to property upon posting or removal. No sign shall be placed in such a way to hinder traffic visibility (from any direction) and public safety.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. **Signs may be double-sided and only one (1) side shall be considered when determining sign area in those circumstances. No sign in any district shall exceed an area of three hundred (300) square feet on each side.** Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area on each side, except in all residential districts where the area of the sign shall not be more than eight (8) square feet on each side;
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Signs or bulletin boards customarily incidental to places of worship, social clubs, or societies, which signs or bulletin boards shall not exceed fifteen (15) square feet in area and which shall be located on the premises of such institution.
2. Any sign advertising a commercial enterprise, including real estate developers or sub-dividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1220 Temporary Signs. Temporary signs not exceeding thirty-two (32) square feet in area on each side, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period of sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202 and have a minimum setback of ten (10) feet from the right-of-way line.

Section 1240 Sign Setback Requirements. Except as modified in Sections 1243, signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No sign shall be erected in front of the required setback line for the appropriate zoning district, **except signs less than or equal to thirty-two (32) square feet.**

Section 1241 Increased Setback. For every square foot by which any sign exceeds fifty (50) square feet, the setback shall be increased by one-half (1/2) foot but need not exceed one hundred (100) feet.

Section 1243 Set-backs for Public and Quasipublic Signs. Real estate signs and bulletin boards for a church, school, or any other public, religious or educational institution, and may be erected not less than ten (10) feet from the established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1244 Special Yard Provisions. Where permitted, signs shall be erected or placed in conformity with the side and rear yard requirements of the district in which located, except that in any residential district, signs shall not be erected or placed within twelve (12) feet of a side or rear lot line. If the requirement for a single side yard in the appropriate zoning district is more than twelve (12) feet, the latter shall apply.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises (billboards) signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulation of signs along primary highways shall conform to the requirements of the Ohio Revised Code Chapter **5516** and the regulations adopted pursuant thereto.

Section 1260 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

<u>ZONING DISTRICTS</u> (Symbols as used on the Official Zoning Map)	<u>PERMITTED USES</u> (Accessory uses and essential services are included)	<u>CONDITIONAL USES</u> (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)
1	2	3
U-1 RURAL UNDEVELOPED	Agriculture; Low density residential; Clinic; Home occupation; Public & quasi-public uses. Small Wind Systems Less than 5MW	Kennel; Public service facility; Service business; Mineral extraction; Food processing; Light Manufacturing ; Commercial recreation; Manufactured or mobile home park; Mobile homes individually; Non-commercial recreation; Animal hospital & Clinic; Farm Implement Sales and Service; Animal Husbandry**; Signs & Advertising Structures
R-1 LOW DENSITY RESIDENTIAL	Single-family dwellings; Home occupation; Public & quasi-public use; Permanent foundation sited manufactured dwelling; Modular & sectional units. Small Wind Systems Less than 5MW	Personal services; Service business; Multi-family dwellings; Mobile home individually; Telecommunication Towers; Animal Husbandry**
R-2 MEDIUM DENSITY RESIDENTIAL	Single-family Dwelling; Public and Quasi-public Use Small Wind Systems Less than 5MW	Multi-family Dwelling; Non-commercial Recreation; Home Occupation; Mobile homes Individually; Service Business; Personal Services; Telecommunication Towers. Animal Husbandry**
B-1 SERVICE BUSINESS	Service Business; Drive-in business; Eating & drinking estab; Commercial recreation; Transient lodgings; Retail business; Offices; Personal services; Public & quasi-public uses; Single & Multi-family dwellings*; Small Wind Projects Less than 5MW.	Wholesale & Warehousing; Food processing; Printing & Publishing; Transport Terminals; Signs & Advertising structures; Public service facility; Animal Hospital & Clinic, Kennel; Animal Husbandry***
B-2 LOCAL BUSINESS	Convenience-type retail; Personal services; Offices; Service business; Eating & drinking establishments; Commercial recreation; Single-family dwellings*; Public & quasi-public uses; Farm implement sales & service. Small Wind Systems Less than 5MW	Public service facility; Mobile homes individually; Animal Husbandry***; Signs & Advertising Structures
M-1 LIGHT MANUFACTURING DISTRICT	Light manufacturing & directly related offices & retail sales; Public quasi-public uses; Service business; Farm implement sales & service. Small Wind Systems Less than 5MW	Wholesale & warehousing; Storage facilities; Transport terminals; Public service facility; Low density residential*; Mobile homes individually; Adult Entertainment; Family Care Home; Group Care Home; Home for Adjustment; Institution; Animal Husbandry***; Signs & Advertising Structures
M-2 HEAVY MANUFACTURING	Light & heavy manufacturing & related offices; Wholesale & warehousing; Printing and publishing; Public quasi-public uses; Single-family dwelling** Permanent foundation sited manufactured dwelling; Supply yard; Junk Yard; Junk Storage & Sales; Small Wind Systems Less than 5MW	Signs & advertising structures; Public service facility; Adult Entertainment; Animal Husbandry***

ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, safety, and welfare by regulating existing and proposed outdoor advertising, outdoor advertising signs, and outdoor signs of all types. It is intended to protect property values, create a more attractive economic and business climate, enhance and to protect the physical appearance of the Township.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution "sign" does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance, or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. Any illuminated sign or lighting device shall employ only light emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating, or moving light or lights. In no event shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination there from to be directed or beamed upon a public thoroughfare so as to cause glare or reflection that may constitute a traffic hazard of nuisance;
2. All wiring, fittings, and materials used in the construction, connection, and operation of electrically illuminated signs shall be in accordance with the provisions of the local electric code in effect, if any;
3. No sign shall be placed on the roof of any building;
4. No portable or temporary sign shall be placed on the front or face of a building or on any premises, except as provided in Section 1220 herein;
5. No sign except as provided in Section 1220, or part thereof shall contain or consist of banners, posters, pennants, ribbons, streamers, spinners, or other similar moving devices. Such devices, as well as strings of lights, shall not be used for the purpose of advertising or attracting attention when not part of a sign;
6. No sign of any classification shall be installed, erected, or attached in any form, shape or manner to a fire escape or any door or window giving access to any fire escape;
7. All signs hung and erected shall be plainly marked with the name of the person, firm, or corporation responsible for maintaining the sign;

8. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector, proceed at once to put such sign in a safe and secure condition or remove the sign;
9. No sign shall be placed in any public right-of-way except publicly owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area on each side, except in all residential districts where the area of the sign shall not be more than eight (8) square feet on each side;
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;
3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Signs or bulletin boards customarily incidental to places of worship, social clubs, or societies, which signs or bulletin boards shall not exceed fifteen (15) square feet in area and which shall be located on the premises of such institution.
2. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1220 Temporary Signs. Temporary signs not exceeding thirty-two (32) square feet in area on each side, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period of sixty (60) days plus the construction period. Such temporary signs shall conform to the general

requirements listed in Section 1202 and have a minimum setback of ten (10) feet from the right-of-way line.

Section 1221 Political Signs. No political sign shall be posted in any place or in any manner that is destructive to property upon posting or removal. No political sign shall be placed in such a way to hinder traffic visibility (from any direction) and public safety.

Section 1240 Sign Setback Requirements. Except as modified in Sections 1243, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half (1/2) foot but need not exceed one hundred (100) feet.

Section 1243 Set-backs for Public and Quasipublic Signs. Real estate signs and bulletin boards for a church, school, or any other public, religious or educational institution, and may be erected not less than ten (10) feet from the established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1244 Special Yard Provisions. On-premises signs where permitted shall be erected or placed in conformity with the side and rear yard requirements of the district in which located, except that in any residential district, on-premises signs shall not be erected or placed within twelve (12) feet of a side or rear lot line. If the requirement for a single side yard in the appropriate zoning district is more than twelve (12) feet, the latter shall apply.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises (billboards) signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulation of signs along primary highways shall conform to the requirements of the Ohio Revised Code Chapter 5316 and the regulations adopted pursuant thereto.

Section 1260 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

<u>ZONING DISTRICTS</u> (Symbols as used on the Official Zoning Map)	<u>PERMITTED USES</u> (Accessory uses and essential services are included)	<u>CONDITIONAL USES</u> (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)
1	2	3
U-1 RURAL UNDEVELOPED	Agriculture; Low density residential; Clinic; Home occupation; Public & quasi-public uses. Small Wind Systems Less than 5MW	Kennel; Public service facility; Service business; Mineral extraction; Food processing; Light Manufacturing ; Commercial recreation; Manufactured or mobile home park; Mobile homes individually; Non-commercial recreation; Animal hospital & Clinic; Farm Implement Sales and Service; Animal Husbandry**
R-1 LOW DENSITY RESIDENTIAL	Single-family dwellings; Home occupation; Public & quasi-public use; Permanent foundation sited manufactured dwelling; Modular & sectional units. Small Wind Systems Less than 5MW	Personal services; Service business; Multi-family dwellings; Mobile home individually; Telecommunication Towers; Animal Husbandry**
R-2 MEDIUM DENSITY RESIDENTIAL	Single-family Dwelling; Public and Quasi-public Use Small Wind Systems Less than 5MW	Multi-family Dwelling; Non-commercial Recreation; Home Occupation; Mobile homes Individually; Service Business; Personal Services; Telecommunication Towers. Animal Husbandry**
B-1 SERVICE BUSINESS	Service Business; Drive-in business; Eating & drinking estab; Commercial recreation; Transient lodgings; Retail business; Offices; Personal services; Public & quasi-public uses; Single & Multi-family dwellings*; Small Wind Projects Less than 5MW.	Wholesale & Warehousing; Food processing; Printing & Publishing; Transport Terminals; Signs & Advertising structures; Public service facility; Animal Hospital & Clinic, Kennel; Animal Husbandry***
B-2 LOCAL BUSINESS	Convenience-type retail; Personal services; Offices; Service business; Eating & drinking establishments; Commercial recreation; Single-family dwellings*; Public & quasi-public uses; Farm implement sales & service. Small Wind Systems Less than 5MW	Public service facility; Mobile homes individually; Animal Husbandry***
M-1 LIGHT MANUFACTURING DISTRICT	Light manufacturing & directly related offices & retail sales; Public quasi-public uses; Service business; Farm implement sales & service. Small Wind Systems Less than 5MW	Wholesale & warehousing; Storage facilities; Transport terminals; Public service facility; Low density residential*; Mobile homes individually; Adult Entertainment; Family Care Home; Group Care Home; Home for Adjustment; Institution; Animal Husbandry***
M-2 HEAVY MANUFACTURING	Light & heavy manufacturing & related offices; Wholesale & warehousing; Printing and publishing; Public quasi-public uses; Single-family dwelling** Permanent foundation sited manufactured dwelling; Supply yard; Junk Yard; Junk Storage & Sales; Small Wind Systems Less than 5MW	Signs & advertising structures; Public service facility; Adult Entertainment; Animal Husbandry***



Zoning & Subdivision Committee
Thursday, March 12, 2020

The Zoning and Subdivision Committee met in regular session on Thursday, March 12, 2020 at 12:34 pm at the LUC East Liberty Office.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Ashley Gaver, Charles Hall, Steve McCall, Heather Martin, Bill Narducci, Tom Scheiderer, and Aaron Smith. Absent members were: Tammy Noble, Jeff Stauch, and Andy Yoder.

Guests included: Adam Moore, City of Urbana; Justin Wollenberg, Terrain Evolution; Eric Snowden, Jerome Township; Megan Sloat, Jerome Township; Jay McIntire, Encore Living.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Wes Dodds moved a motion to approve the minutes from the February 13, 2020 meeting as written and Charles Hall seconded. All in favor.

1. Review of Glacier Pointe Section 1 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller stated the applicant has incorporated the reviewing agency comments into the Final Plat mylar. A letter was received from Jerome Township and confirmation of the bond's approval was also received. At this point, staff is comfortable recommending approval of the Final Plat mylar with incorporation of technical details as specified in the staff report.
 - Charles Hall moved a motion to accept the staff's recommendation of approval with incorporation of technical details of the Glacier Pointe Section 1 Phase 1 Final Plat and Tom Scheiderer seconded. All in favor.
2. Review of Thomas Duff/Fed Ex Ground Facility Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Steve McCall moved a motion to accept the applicant's request to table the Thomas Duff/Fed Ex Ground Facility Final Plat and Charles Hall seconded. All in favor.
3. Review of Salem Township Zoning Text Amendment (Champaign County) – Staff Report by Aaron Smith
 - Scott Coleman – For political signs or signs that say call for a job, or painters wanted: Are they regulated or permitted? Is there a maximum size?



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Aaron Smith – In temporary sign sections, Section 1220 says not to exceed 32 square feet.
- Scott Coleman – They don't need a permit for those?
 - Brad Bodenmiller – I'd say if it was advertising for a painter, it would be like a billboard. When I worked in Urbana, I would pick them up in the right-of-way.
- Tyler Bumbalough – Is the restriction on the setback zone, does it only apply to the smaller signs or to the larger signs as well?
 - Aaron Smith – In any district off premise signs have to abide by the setback for any structure on that lot. For a small sign, that could be too much. They're allowing small signs to be on the right of way line. Any sign over that size has to abide by that setback line. Aaron read the specific text. The larger the sign, the further back it goes.
 - Tyler Bumbalough – For a larger sign, if you put your building on the setback line, then your sign would have to be there too?
 - Steve McCall – If it's on premise it can be closer in the existing code.
- Eric Snowden – Having written many signs codes, it seems like you'd want regulations that apply to off premise signs to be different than on premise signs. Having off premise signs, aka billboards, they're never that small.
 - Aaron Smith – In Salem Township, they are smaller. The Township wants to permit them but keep them in line with existing signs.
 - Eric Snowden – There's nothing wrong with keeping it non-conforming.
 - Steve McCall – It may have come up with a local tool place, their sign was taken out in a wreck. They wanted it close to the road and we wouldn't allow it.
- Brad Bodenmiller – I think the Township would appreciate feedback regarding the size of the signs.
 - Eric Snowden – I've seen that as a maximum for on premises signs, as up to 300 square feet. You're melding on premise and off premises and I'm not convinced they should be combined. The reality is you're making signage language for two different sign types. All billboards should require a permit. That's a grievous oversight.
 - Aaron Smith – It's not that they don't require a permit, it's that they have to abide by the setbacks. Billboards are a conditional use.
- Scott Coleman – Any height restrictions or limits?
 - Aaron Smith – Just the principal structure on the lot would be the height.
 - Scott Coleman – I would wonder if they would want some height limitations. Maybe minimum and maximum height limits.
 - Brad Bodenmiller – Their existing code doesn't have it and Aaron brought that up to them and they didn't want that. If you want to include that in your recommendation, you could add it.
 - Eric Snowden provided his opinion on what this should be.

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Steve McCall moved a motion to accept the staff's recommendation of approval of the Salem Township Zoning Text Amendment with staff comments and Zoning & Subdivision Committee comments and Charles Hall seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 12:54 pm with Steve McCall moving a motion to adjourn and Wes Dodds seconded. All in favor.

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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