Zoning & Subdivision Committee

Thursday, June 12, 2025, 12:30 pm

Minutes from the last meeting of May 8, 2025

1. Review of Curry Farms Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of Curry Farms Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
3. Review of ERN-8 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
4. Review of Glacier Pointe Section 5 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
5. Review of Jefferson Township Zoning Text Amendment (Logan County) - Staff Report by Aaron Smith
6. Review of Leesburg Township Zoning Text Amendment (Union County) - Staff Report by Aaron Smith

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

Staff Report – Curry Farm Phase 1

Applicant:	**AMH Development, LLC** c/o James Martin 781 Brooksedge Plaza Drive Westerville, OH 43081 jmartin@amh.com **CESO Inc.** c/o Jon Buchanan 2800 Corporate Exchange Dr., Suite 400 Columbus, OH 43231 buchanan@cesoinc.com
Request:	Approval of Curry Farm, Phase 1 – Final Plat. ***This Plat was tabled during the March, April, and May 2025 LUC Executive Committee meetings.***
Location:	Located east of US 42, just south of the Pioneer Crossing subdivision Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 25.701 acres of land and proposes 58 single-family residential lots. Acreages: ○ 4.770 acres in right-of-way ○ 9.892 acres in single-family residential lots ○ 11.039 acres in open space Proposed utilities: ○ City of Marysville water service ○ City of Marysville sanitary waste disposal Preliminary Plat: ○ The Preliminary Plat was approved in November 2022, and it was subsequently extended in October 2024. • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in a letter dated 03-06-25, an email dated 03-05-25, an email dated 03-26-25, and an email dated 05-02-25. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was

required~~, but none has been submitted/approved by the County Commissioners. The Engineer's Office recommended denial due to the outstanding bond. The Engineer's Office reserved the right to change its recommendation, should this comment be addressed prior to the LUC meetings~~.

1. The Map Room submitted mark-ups in a separate communication (03-05-25 email) and verified its comments were addressed (03-26-25 email). This was reaffirmed in an email dated 05-30-25.

- *Update: In an email dated 05-16-25, the Engineer's Office advised the bond was approved by the Union County Board of Commissioners.*

- **Union County Soil & Water Conservation District**
  - In an email dated 02-27-25, an email dated 03-27-25, and an email dated 05-28-25, the District advised it had no comments.

- **Union County Health Department**
  - In an email dated 03-26-25, the District asked whether it is possible to have an easement for the property south of the development (9324 US Hwy 42) to tie into sanitary sewer in the future? The property at 9324 US Hwy 42 is currently serviced by private, on-site septic system. *Note from LUC Staff: There is already a Utility Easement running along the front of US Hwy 42. With this in mind, the comment may not be warranted. Please review.*
  - No additional comments received as of 06-04-25. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer

	easement, shall be brought to the attention of the Union County Health Department." 3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)." • **City of Marysville** ○ In an email dated 03-31-25 and an email dated 05-29-25, the City advised it had no further comments. ○ *Note: The City submitted—in error—a question regarding an easement through an email dated 04-29-25. This question had already been answered by the applicant on 03-12-25 and acknowledged/OK'd by the City on 03-13-25.* • **Jerome Township** ○ The Township submitted comments in a letter dated 03-28-25, an email dated 04-24-25, and a letter dated 05-29-25. The Final Plat complies with the approved Detailed Development Plan. • **ODOT District 6** ○ No comments received as of 06-04-25. • **Union Rural Electric (URE)** ○ In a letter dated 02-28-25 and a letter dated 03-27-25, URE advised it had no comments. • **AES Ohio** ○ No comments received as of 06-04-25. • **LUC Regional Planning Commission** 1. Sheet 2: Please review the "15' URE Esmt." between lots 7/8 and the "20' Utility & URE Esmt." in front of lots 7/8/9. Where do these join/stop? Additionally, there are three easement labels in front of lots 2, 5, and 6 but they are only "Utility Esmt". Please review and adjust if warranted. *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.*

	2. Sheet 2: Please review the "20' Utility Esmt." between lots 4/5 that runs into Reserve A. Does this go through the "20 URE Esmt."? Please review and adjust if warranted. *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.* 3. Sheet 3: Please review the "20' Utility Esmt." between lots 68/69. Does this stop at the rear where the "10' URE Esmt." begins or does it run through to Reserve B? Please review and adjust if warranted. *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.* 4. 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). *Update: The bond was approved.*

Staff Recommendations:	Staff recommends ***CONDITIONAL APPROVAL*** of the Curry Farm, Phase 1 – Final Plat with comments from staff.

Z&S Committee Recommendations:	Options for action: ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ○ *Table (if requested)*

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, May 16, 2025 7:28 AM
To: Brad Bodenmiller; Jon Buchanan; James Martin
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison; esnowden@jerometownship.com; Kyle Hoyng (City of Marysville)
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC
Attachments: 5-14-25 R25-207 Performance Bond - Curry Farms.pdf

The bond was approved by the commissioner.

Luke Sutton, PE
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3168
lsutton@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, May 15, 2025 4:24 PM
To: Jon Buchanan <buchanan@cesoinc.com>; James Martin <jamartin@amh.com>
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

I would like to have the checks by 05-22-25 (our deadline). The next meeting is 06-12-25.

I heard from the Union Co (U) Engineer's Office: They have the bond. The bond goes from their office to the Prosecutor's Office. Assuming the Prosecutor's Office approves, the bond goes to the Union Co (U) Commissioners Office. Their deadline for agenda items is every Friday and they meet on Wednesdays.

I think it is a good idea if Jon checks-in with the Engineer's Office when he sends the checks to LUC to see where the bond is in the process.

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Jon Buchanan <buchanan@cesoinc.com>
Sent: Thursday, May 15, 2025 8:36 AM
To: James Martin <jamartin@amh.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>;

esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

James,

Yes, I will process the tabling fees and get them delivered to Brad.

Sincerely,

CESO

Jonathan S. Buchanan, PE
Program Director

2800 Corporate Exchange Drive, Suite 400
Columbus, Ohio 43231-7628
M 937.609.4381
buchanan@cesoinc.com

www.cesoinc.com

This message may contain information that is privileged, confidential, and protected from disclosure. If you are not an intended recipient, use and disclosure of this message are prohibited. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

From: James Martin <jamartin@amh.com>
Sent: Thursday, May 15, 2025 8:30 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Jon Buchanan <buchanan@cesoinc.com>; rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

Caution: External Email

Thank you, Brad. When is the next meeting? Do we have receipt confirmation from engineering of the bond?
Jon B., can you cover the (2) $300 tabling fees and bill us?

Thank you,
James F. Martin
Vice President, Land Development
jamartin@amh.com
704-634-1703
16905 Northcross Drive, Suite 200
Huntersville, NC 28037

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Wednesday, May 14, 2025 5:21 PM
To: James Martin <jamartin@amh.com>
Cc: Jon Buchanan <buchanan@cesoinc.com>; rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: Curry Farm Phase 2 Final Plat action by LUC

NOTICE Caution: External Sender! Do not open untrusted content.

Good evening,

Please see the attached file, dated 05-13-2025, regarding action by LUC on **Curry Farm, Phase 2 – Final Plat**.

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

NOTICE This communication is for use by the intended recipient(s) and contains information that may be confidential, privileged, attorney work product or otherwise exempt from disclosure under applicable law. If you are not the intended recipient(s), you are hereby formally notified that any use, copying or distribution of this communication, in whole or in part, is strictly prohibited. If you have received this message in error, or are not the intended recipient(s), please immediately notify sender by reply e-mail and delete this message and any attachments without retaining a copy. This communication does not constitute consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties. AMH refers to one or more of American Homes 4 Rent, American Homes 4 Rent, L.P. and their subsidiaries and joint ventures. In certain states, we operate under AMH Living or American Homes 4 Rent. Please see //www.amh.com/dba to learn more.

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

May 9, 2025

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office

Re: Curry Farms - Performance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Number: 108191194 Travelers Casualty and Surety Company of America, dated April 28, 2025.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest
Union County Prosecuting Attorney

Thayne D. Gray Digitally signed by Thayne D. Gray DN: cn=Thayne D. Gray, o, ou=Assistant Prosecuting Attorney, email=tgray@unioncountyohio.gov, c=US Date: 2025.05.09 10:18:28 -04'00'
Signature

May 9, 2025
Date

C.J. 2025 25-707
Date 5/14/2025

Thayne D. Gray, Asst. Pros. Atty.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

SUBDIVISION PERFORMANCE BOND
(Annual Premium until Released by Obligee)

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: **108191194**

KNOW ALL PERSONS BY THESE PRESENTS, That we, **AMH Development, LLC**, called the Principal, and **Travelers Casualty and Surety Company of America**, a **Connecticut** corporation, called the Surety, are held and firmly bound unto **Union County, Ohio**, called the Obligee, in the sum of **Two Million Six Hundred Forty Four Thousand Nine Hundred Seventy Dollars and .54/100** (**$2,644,970.54**) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in **Curry Farms Phase 1 & Phase 2** (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before **10/31/2026** (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this **28th** day of **April**, **2025**.

AMH Development, LLC
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____
Maria D. Reynoso, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Maria D Reynoso** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **April**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Friday, May 30, 2025 4:33 PM
To: Brad Bodenmiller
Subject: RE: Copy of Distribution Letter + Plat for Curry Farm Phase 1 Final Plat

Hello,
Everything looks good on the plat.

Thanks,
Chris

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:58 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Curry Farm Phase 1 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Curry Farm, Phase 1 – Final Plat**. Paper copies are being delivered/mailed today. **The Plat was tabled during the May LUC meeting at the request of the applicant. No updated plat was submitted.** Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Jerome Township Zoning Department

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

May 29, 2025

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

Re.: Curry Farm, Phase 1 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the final plat known as Curry Farm, Phase 1 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD), in accordance with the provisions of Case #PD21-005. A detailed development plan, Case #PD21-005 DDP-001, was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, and therefore, complies with the applicable zoning regulations for the district.

2. The applicant/developer should contact the Township Road Department if they wish to contract for snow removal services for the proposed streets prior to acceptance by the County Engineer.

Either a designee or I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions regarding this letter at that time.

Sincerely,

Eric Snowden

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

Brad Bodenmiller

From: Chad Green <cgreen@marysvilleohio.org>
Sent: Thursday, May 29, 2025 7:30 AM
To: Brad Bodenmiller
Subject: June LUC Comments

Brad

Here are the City's comments for the June meeting.

Curry Farm, Phase 1 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Curry Farm, Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Glacier Pointe, Section 5, Phase 1 – Final Plat

- The standard Utility Easement language naming the utilities is missing. The following language shall be added to the final plat: *We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, right to install, repair, augment and maintain service cables and pipelines 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.*

Chad Green, P.E.
Assistant City Engineer

City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7376 (office)
cgreen@marysvilleohio.org

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Wednesday, May 28, 2025 11:36 AM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Heather Martin; Joe Eads
Subject: RE: Copy of Distribution Letter + Plat for Curry Farm Phase 1 Final Plat

Union Soil and Water has no new comments for **Curry Farm, Phase 1 – Final Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:58 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
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Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Staff Report – Curry Farm Phase 2

Applicant:	**AMH Development, LLC** c/o James Martin 781 Brooksedge Plaza Drive Westerville, OH 43081 jmartin@amh.com **CESO Inc.** c/o Jon Buchanan 2800 Corporate Exchange Dr., Suite 400 Columbus, OH 43231 buchanan@cesoinc.com
Request:	Approval of Curry Farm, Phase 2 – Final Plat. ***This Plat was tabled during the March, April, and May 2025 LUC Executive Committee meetings.***
Location:	Located east of US 42, just south of the Pioneer Crossing subdivision Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 24.671 acres of land and proposes 42 single-family residential lots. Acreages: ○ 3.145 acres in right-of-way ○ 7.884 acres in single-family residential lots ○ 13.642 acres in open space Proposed utilities: ○ City of Marysville water service ○ City of Marysville sanitary waste disposal Preliminary Plat: ○ The Preliminary Plat was approved in November 2022, and it was subsequently extended in October 2024. • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in a letter dated 03-06-25, an email dated 03-07-25, an email dated 03-26-25, and an email dated 05-02-25. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was

required~~, but none has been submitted/approved by the County Commissioners. The Engineer's Office recommended denial due to the outstanding bond. The Engineer's Office reserved the right to change its recommendation, should this comment be addressed prior to the LUC meetings~~.

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- *Update: In an email dated 05-16-25, the Engineer's Office advised the bond was approved by the Union County Board of Commissioners.*

- **Union County Soil & Water Conservation District**
  - In an email dated 02-27-25, an email dated 03-27-25, and an email dated 05-28-25, the District advised it had no comments.

- **Union County Health Department**
  - No comments received as of 06-04-25. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."

- **City of Marysville**
  - In an email dated 03-04-25, an email dated 03-31-25, an email dated 04-29-25, and an email dated 05-29-25, the City advised it had no further comments.
- **Jerome Township**
  - The Township submitted updated comments in a letter dated 03-28-25 an email dated 04-24-25, and a letter dated 05-29-25. The Final Plat complies with the approved Detailed Development Plan.
- **ODOT District 6**
  - No comments received as of 06-04-25.
- **Union Rural Electric (URE)**
  - In an updated letter dated 03-27-25, URE advised it had no comments.
- **AES Ohio**
  - No comments received as of 06-04-25.
- **LUC Regional Planning Commission**
  1. Sheet 1: Please list the variance on the title sheet. In a prior CESO plat (Pioneer Crossing, Phase 4), something was noted like the following phrase: "Variance granted for right-of-way width (Section 406) – Resolution No. 22-410 – 11-09-2022". *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.*
  2. Sheet 1: Under the Surveyor's Certificate, please add another paragraph providing the floodplain designation (§323, 11.). In a prior CESO plat (Pioneer Crossing, Phase 4), something was noted like the following phrase: "The subdivision is within flood hazard Zone "X" (outside the 0.2% annual chance floodplain), per FIRM rate map 39159C0388D, effective date December 16, 2008 unless otherwise shown". *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.*
  3. Sheet 1: Under the Surveyor's Certificate, please add another paragraph indicating monuments shown were or will be placed by the completion date or prior to the sale of each lot (§323, 13.; §326). In a

	prior CESO plat (Pioneer Crossing, Phase 4), something was noted like the following phrase: "Monuments will be placed as indicated after construction and prior to the sale of any lots. All said monuments set will be per the legend shown". *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.* 4. Sheet 2: The C36 label was removed, but it is still included in the Curve Table (Sheet 3). C36 was along Crop Row Court between C35 and an Iron Pin on the north side of the Court's R/W line. Was this intentional? If unnecessary, please disregard this comment. *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.* 5. Sheet 2: The C14 label was removed, but it is still included in the Curve Table (Sheet 3). C14 was along Crop Row Court between C15 and an Iron Pin on the south side of the Court's R/W line. Was this intentional? If unnecessary, please disregard this comment. *Update: This was addressed on an updated plat submitted via email for the 04-10-25 LUC meetings.* 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). *Update: The bond was approved.*

Staff Recommendations:	Staff recommends ***CONDITIONAL APPROVAL*** of the Curry Farm, Phase 2 – Final Plat with comments from staff.

Z&S Committee Recommendations:	Options for action: ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ○ *Table (if requested)*

Staff Report – Curry Farm Phase 2

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, May 16, 2025 7:28 AM
To: Brad Bodenmiller; Jon Buchanan; James Martin
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison; esnowden@jerometownship.com; Kyle Hoyng (City of Marysville)
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC
Attachments: 5-14-25 R25-207 Performance Bond - Curry Farms.pdf

The bond was approved by the commissioner.

Luke Sutton, PE
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3168
lsutton@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, May 15, 2025 4:24 PM
To: Jon Buchanan <buchanan@cesoinc.com>; James Martin <jamartin@amh.com>
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

I would like to have the checks by 05-22-25 (our deadline). The next meeting is 06-12-25.

I heard from the Union Co (U) Engineer's Office: They have the bond. The bond goes from their office to the Prosecutor's Office. Assuming the Prosecutor's Office approves, the bond goes to the Union Co (U) Commissioners Office. Their deadline for agenda items is every Friday and they meet on Wednesdays.

I think it is a good idea if Jon checks-in with the Engineer's Office when he sends the checks to LUC to see where the bond is in the process.

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Jon Buchanan <buchanan@cesoinc.com>
Sent: Thursday, May 15, 2025 8:36 AM
To: James Martin <jamartin@amh.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>;

esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

James,

Yes, I will process the tabling fees and get them delivered to Brad.

Sincerely,

CESO

Jonathan S. Buchanan, PE
Program Director

2800 Corporate Exchange Drive, Suite 400
Columbus, Ohio 43231-7628
M 937.609.4381
buchanan@cesoinc.com

www.cesoinc.com

This message may contain information that is privileged, confidential, and protected from disclosure. If you are not an intended recipient, use and disclosure of this message are prohibited. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

From: James Martin <jamartin@amh.com>
Sent: Thursday, May 15, 2025 8:30 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Jon Buchanan <buchanan@cesoinc.com>; rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: RE: Curry Farm Phase 2 Final Plat action by LUC

Caution: External Email

Thank you, Brad. When is the next meeting? Do we have receipt confirmation from engineering of the bond?
Jon B., can you cover the (2) $300 tabling fees and bill us?

Thank you,
James F. Martin
Vice President, Land Development
jamartin@amh.com
704-634-1703
16905 Northcross Drive, Suite 200
Huntersville, NC 28037

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Wednesday, May 14, 2025 5:21 PM
To: James Martin <jamartin@amh.com>
Cc: Jon Buchanan <buchanan@cesoinc.com>; rcaldwell@jerometownship.com; Elizabeth Morrison <emorrison@jerometownship.com>; esnowden@jerometownship.com; Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>; Kyle Hoyng (City of Marysville) <khoyng@marysvilleohio.org>
Subject: Curry Farm Phase 2 Final Plat action by LUC

NOTICE Caution: External Sender! Do not open untrusted content.

Good evening,

Please see the attached file, dated 05-13-2025, regarding action by LUC on **Curry Farm, Phase 2 – Final Plat**.

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

NOTICE This communication is for use by the intended recipient(s) and contains information that may be confidential, privileged, attorney work product or otherwise exempt from disclosure under applicable law. If you are not the intended recipient(s), you are hereby formally notified that any use, copying or distribution of this communication, in whole or in part, is strictly prohibited. If you have received this message in error, or are not the intended recipient(s), please immediately notify sender by reply e-mail and delete this message and any attachments without retaining a copy. This communication does not constitute consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties. AMH refers to one or more of American Homes 4 Rent, American Homes 4 Rent, L.P. and their subsidiaries and joint ventures. In certain states, we operate under AMH Living or American Homes 4 Rent. Please see //www.amh.com/dba to learn more.

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

May 9, 2025

To: Union County Commissioners

From: Luke Sutton, Union County Engineer's Office

Re: Curry Farms - Performance Bond

In accordance with Section 326 of the Union County Subdivision Regulations, the County Prosecutor's Office has had the opportunity to review the attached Performance Bond Number: 108191194 Travelers Casualty and Surety Company of America, dated April 28, 2025.

This bond is hereby submitted for your approval, as guarantee for the installation of the remainder of construction improvements for the referenced portion of this subdivision.

Attest
Union County Prosecuting Attorney

Thayne D. Gray Digitally signed by Thayne D. Gray DN: cn=Thayne D. Gray, o, ou=Assistant Prosecuting Attorney, email=tgray@unioncountyohio.gov, c=US Date: 2025.05.09 10:18:28 -04'00'
Signature

May 9, 2025
Date

C.J. 2025 25-707
Date 5/14/2025

Thayne D. Gray, Asst. Pros. Atty.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

SUBDIVISION PERFORMANCE BOND
(Annual Premium until Released by Obligee)

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: **108191194**

KNOW ALL PERSONS BY THESE PRESENTS, That we, **AMH Development, LLC**, called the Principal, and **Travelers Casualty and Surety Company of America**, a **Connecticut** corporation, called the Surety, are held and firmly bound unto **Union County, Ohio**, called the Obligee, in the sum of **Two Million Six Hundred Forty Four Thousand Nine Hundred Seventy Dollars and .54/100** (**$2,644,970.54**) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in **Curry Farms Phase 1 & Phase 2** (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before **10/31/2026** (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this **28th** day of **April**, **2025**.

AMH Development, LLC
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____
Maria D. Reynoso, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Maria D Reynoso** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **April**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Friday, May 30, 2025 4:32 PM
To: Brad Bodenmiller
Subject: RE: Copy of Distribution Letter + Plat for Curry Farm Phase 2 Final Plat

Hello,
Everything looks good on the plat.

Thanks,

Chris

Chris Clapsaddle
Mapping Manager
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3121
cclapsaddle@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Curry Farm Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Curry Farm, Phase 2 – Final Plat**. Paper copies are being delivered/mailed today. **The Plat was tabled during the May LUC meeting at the request of the applicant. No updated plat was submitted.** Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Jerome Township Zoning Department

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

May 29, 2025

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

Re.: Curry Farm, Phase 2 – Final Plat

Dear Mr. Bodenmiller,

I have received the notification of application for approval of the final plat known as Curry Farm, Phase 2 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD), in accordance with the provisions of Case #PD21-005. A detailed development plan, Case #PD21-005 DDP-001, was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, and therefore, complies with the applicable zoning regulations for the district.

2. The applicant/developer should contact the Township Road Department if they wish to contract for snow removal services for the proposed streets prior to acceptance by the County Engineer.

Either a designee or I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions regarding this letter at that time.

Sincerely,

Eric Snowden

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

Brad Bodenmiller

From: Chad Green <cgreen@marysvilleohio.org>
Sent: Thursday, May 29, 2025 7:30 AM
To: Brad Bodenmiller
Subject: June LUC Comments

Brad

Here are the City's comments for the June meeting.

Curry Farm, Phase 1 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Curry Farm, Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Glacier Pointe, Section 5, Phase 1 – Final Plat

- The standard Utility Easement language naming the utilities is missing. The following language shall be added to the final plat: *We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, right to install, repair, augment and maintain service cables and pipelines 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.*

Chad Green, P.E.
Assistant City Engineer

City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7376 (office)
cgreen@marysvilleohio.org

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Wednesday, May 28, 2025 11:37 AM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Heather Martin; Joe Eads
Subject: RE: Copy of Distribution Letter + Plat for Curry Farm Phase 2 Final Plat

Union Soil and Water has no new comments for **Curry Farm, Phase 2 – Final Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Curry Farm Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Curry Farm, Phase 2 – Final Plat**. Paper copies are being delivered/mailed today. **The Plat was tabled during the May LUC meeting at the request of the applicant. No updated plat was submitted.** Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Staff Report – Eversole Run Neighborhood Section 8 Phase 2

Applicant:	**Jerome Village Company, LLC** c/o Steve Lark 375 North Front Street, Suite 200 Columbus, OH 43215 larks@nationwide.com **Terrain Evolution, Inc.** c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com
Request:	Approval of Eversole Run, Section 8 (ERN-8), Phase 2 – Final Plat.
Location:	Located east of Jerome Road between Ravenhill Road and Hill Road in Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 43.499 acres of land and proposes 116 single-family residential lots. Acreages: ○ 7.627 acres in right-of-way ▪ 0.456 acres in right-of-way (county) ▪ 7.171 acres in right-of-way (township) ○ 24.327 acres in single-family residential lots ○ 11.495 acres in open space Proposed utilities: ○ City of Marysville water service ○ Jerome Village Community Authority collection and City of Marysville sanitary waste disposal treatment Preliminary Plat: ○ The Preliminary Plat was approved in October 2023. ○ The Phase 1 Final Plat was approved in November 2024. • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in an email dated 06-09-25. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a

bond or surety was required, and it was both submitted to/approved by the County Commissioners.

1. The Map Room submitted mark-ups in a separate communication dated 05-29-25. The mark-ups were provided to the applicant's engineer.

- **Union County Soil & Water Conservation District**
  - In an email dated 05-28-25, the District advised it had no comments.

- **Union County Health Department**
  - No comments received as of 06-04-25. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."

- **City of Marysville**
  - In an email dated 05-29-25, the City advised it had no further comments.

- **Jerome Township**
  - The Township submitted comments in a letter dated 05-29-25. The Final Plat complies with the approved Detailed Development Plan. *Note from LUC Staff: There is a typo in the letter regarding the*

	subdivision name, referring to it as Glacier Pointe; this is in error. • **ODOT District 6** ○ No comments received as of 06-04-25. • **Ohio Edison** ○ No comments received as of 06-04-25. • **LUC Regional Planning Commission** 1. Sheet 1: In the Surveyor's Certificate, the acreages in #2 do not match the other acreage figures on the application/plat. Please update and advise if these figures need adjusted in other locations (§323, 1.; §323, 13.). 2. Sheet 2 & 3: Is the date in the bottom-left corner incorrect? These are different from Sheet 1. Please update if appropriate (§323, 1.). 3. Sheet 1: Please indicate the northern boundary line along Warbler Way and River Birch Road. The boundary is unclear along the northern end of this map (§323, 3.). 4. Sheet 1: Misc. Note 25) does not include the streets from Phase 2. It references streets in Phase 1 (§323, 5.). 5. Sheet 1: Misc. Note 25) refers to Phase 1, not Phase 2 (§323, 5.). 6. Sheet 1: Jerome Village Blanket Note 7) refers to Phase 1 (§323, 5.). 7. Sheet 1: In the center column of the Sheet under Utility Easements, it refers to URE. Should this not be Ohio Edison (§323, 7.)? 8. Sheet 2: On lots 2453 and 2454, there are dimensions that overlap and are difficult to discern (§323, 8.). 9. Sheet 2 & 3: There are three labels for Open Space C. Below those labels are differing acreage amounts. Please review and adjust (§323, 10.).

Staff Recommendations:	Staff recommends ***CONDITIONAL APPROVAL*** of the Eversole Run, Section 8 (ERN-8), Phase 2 – Final Plat. This recommendation is made with the assumption the minor

	technical items in this staff report can be incorporated on the Final Plat Mylar for the 06-12-25 LUC meetings.

Z&S Committee Recommendations:	Options for action: ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ○ *Table (if requested)*

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: 5/22/2025

Name of Subdivision: Eversole Run Neighborhood
Section/Phase: Section 8, Phase 2 Block
Location: Union County - North of Hill Road, East of Jerome Road
Township: Jerome Military Survey: 2990
Complete Parcel(s) Identification Number (PIN): 1700100230000

Has a Preliminary Plat been approved for this subdivision?: Yes x No Date: 10/12/2023

Name of Applicant: Jerome Village Company, LLC - Attn: Steve Lark
Address: 375 North Front Street, Suite 200
City: Columbus State: Ohio Zip: 43215
Phone: 614.221.5312 Fax: 614.857.2346 Email: larks@nationwide.com

Name of Owner of property to be subdivided: Same as Applicant
Address:
City: State: Zip:
Phone: Fax: Email:

Name of Applicant's Surveyor or Engineer: Engineer - Terrain Evolution, Inc. - Attn: Justin Wollenberg, PE
Address: 720 East Broad Street, Suite 203
City: Columbus State: Ohio Zip: 43215
Phone: 614.385.1092 Fax: 614.385.1085 Email: jwollenberg@terrainevolution.com

Proposed Acreage to be Subdivided: 57.558

Current Zoning Classification: PD

Proposed Zoning Changes: N/A

Proposed Land Use: Single Family Residential

Development Characteristics

Acreage w/in Approved Preliminary Plat: 57.558 Acres

Acreage w/in Section and/or Block: 43.449 Acres

Number of **APPROVED** lots from Preliminary Plat 116

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: 116

Number of **APPROVED** units from Preliminary Plat: 136

Number of Units **PROPOSED** w/in this Section: 116

Typical Lot Width: 55/60/65/7075 Feet Typical Lot Area: 7150/7800/8450/9100/9750

Single Family Units: 116 Sq. ft Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 11.495

Recreation facilities to be provided: No

Approved method of Supplying Water Service: City of Marysville, Ohio

Approved method of Sanitary Waste Disposal: JVCA Collection/COM Treatment

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

Approved 50' right-of-way Widths Resolution #23-442 Date 11-04-23

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

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

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

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	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. 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.	X	
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	

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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.	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.		X
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	

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KORDA
Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-8981 WEB www.korda.com

DEVELOPER:
Jerome Village Company, LLC
375 North Front Street, Suite 200
Columbus, OH 43215

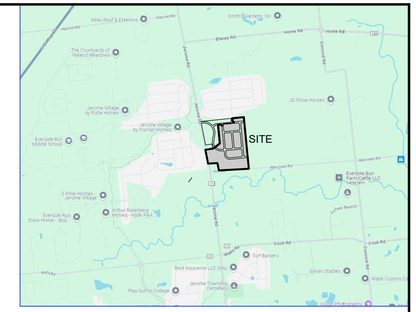
JEROME VILLAGE
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.

LUC. R.P.C. FILE #_____

SHEET INDEX

Sheet 1 - Title/Signature Sheet
Sheet 2 - Detail Sheet
Sheet 3 - Detail Sheet



LOCATION MAP (Not to scale)

VMS ACREAGE BREAKDOWN:

VMS	Acres
2990	43.449

AREA SUMMARY:

Road right of Way (County)	0.456 Acres
Road right of Way (Township)	7.171 Acres
Lots	24.327 Acres
Open Space	11.495 Acres
Total	43.449 Acres

LOT SUMMARY:

55' Lot Width	21
60' Lot Width	5
65' Lot Width	65
70' Lot Width	20
75' Lot Width	5
Total	116

MINIMUM LOT SIZE:

55' Lot Width	7,150 Sq.Ft.
60' Lot Width	7,800 Sq.Ft.
65' Lot Width	8,450 Sq.Ft.
70' Lot Width	9,100 Sq.Ft.
75' Lot Width	9,750 Sq.Ft.

PARCEL ACREAGE BREAKDOWN:

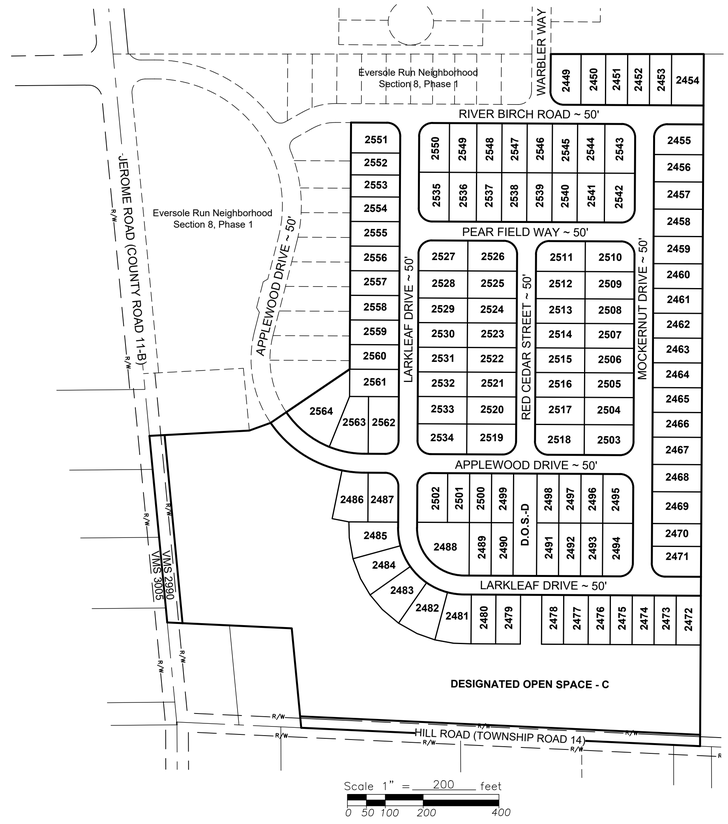
Parcel Number	Map/GIS Number	Acres
1700100230000	1270000002000	43.449 Acres

DENSITY:

GROSS (Lots/Total Area)	2.670 du/ac
NET (Lots/Lot Area)	4.768 du/ac

SETBACKS:

	55' Lot Width	60' Lot Width	65' Lot Width	70' Lot Width	75' Lot Width
Front Yard	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20' Ft.
Rear Yard	20 Ft.	30 Ft.	30 Ft.	30 Ft.	30 Ft.
Side Yard	5 Ft.	5 Ft.	5 Ft.	5 Ft.	5 Ft.



STANDARD DEED RESTRICTIONS FOR UNION COUNTY

Residential & Commercial

1) 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.

2) N/A

3) Grading of the storm water retention areas shall not be changed.

4) N/A

5) The lot owner and his successors and assigns agree to assume any and all maintenance charges which are established by the Union County Commissioners for this subdivision.

6) N/A

6a) No construction may begin or building started without the individual lot owner obtaining zoning, building, water and 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 and Sewer Tap permits are obtained from the applicable service provider.

7) The lot owner and his successors and assigns agree to assume any and all sanitary sewer and water service charges which are established by the applicable provider.

8) All construction shall meet the requirements of the Township, Union County and other applicable code authorities.

Residential Only

11) Downspout drains shall not be connected directly to road underdrains.

Miscellaneous Restrictions/Notes

24) This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first getting permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimming from lawns, tree, bushes, plants, ect. or other wastes that you may generate on agricultural land. Dispose of waste appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent lands on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.

25) Parking: Union County may restrict or eliminate on-street parking along the side of pavement within Applewood Drive, Larkleaf Drive, River Birch Road and Warbler Way. The owners of the simple fee titles to all of the lots in Jerome Village Eversole Run Neighborhood Section 8 Phase 1, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.

28) Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Ohio Edison, telephone service is provided by frontier Communications or Time Warner and natural gas is provided by Columbia Gas.

Jerome Village Blanket Restrictions

1) No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Ravenhill Parkway, Wells Road, Ryan Parkway or Brock Road.

2) Driveways for individual lots, whether commercial, residential or other, shall not be permitted major or minor collector roads. All driveways shall connect to local roads within a sub area.

3) All new local road connections are subject to stopping sight distance and intersection sight distance requirements.

4) All restrictions are minimum requirements. If conflict arises between access restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, ect.) the intersection improvement shall govern and access restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.

5) If conflict arises between the access restrictions and Union County access management standards, the County Engineer shall determine which standard is to be applied.

6) No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Ravenhill, Ewing, Joshua or Home Road.

7) No on-street parking within Eversole Run Neighborhood Section 8 Phase 1.

8) Open spaces, whether existing or created during platting of a pod, or during development of a commercial, residential or other type of lot, shall be connected as much as possible to the open space dedicated along Hyland-Croy Road. Connections shall be directly adjacent to the open space along Hyland-Croy Road, or, if the open spaces do not have adjacent property lines, connection shall be made through contiguous open space, where possible.

9) Future local road locations are subject to approval by the Union County Engineer. Final location and design shall be submitted to and approved by the County Engineer prior to platting of lots, groups of lots or pods.

Jerome Village Blanket Notes

Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the federal Emergency Management Agency Flood Insurance Rate Maps, Map Number 39159C0380D, 39159C0385D, 39159C0390D and 39159C0395D, effective dates December 16, 2008. 39159C0385D is a non-printed panel with no flood hazard areas.

Note B: Be advised, a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.

Note C: All storm water drainage including flood routing, open ditches and basins which accept storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a seperate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.

Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, ect. shall be removed from streams that will be part of the Union County ditch maintenance program.

Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil and Water Conservation District for access to said streams prior to acceptance.

Note F: Removed (not applicable to ERN 8-2)

Note G: Existing and proposed trees are allowed within right of way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.

Note H: Vegetated swales, including rain gardens & bio swales are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8' and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.

Note I: Removed (not applicable to ERN 8-2)

Note J: Mounding, landscaping or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

Jerome Village Variances

1. Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village Resolution #23-442, dated 11-04-23.

Situated in the State of Ohio, Union County, Jerome Township, Virginia Military Survey No. 2990 and being part of an 57.559-Acre tract of land conveyed to The Jerome Village Company, LLC by deed of record in Instrument Number 20230404002280.

Know all men by these presents that Jerome Village Company, LLC, owner of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate all right of way and easements shown hereon to the Public use forever.

In witness thereof, the following have set their

hand this _____ day of _____, 2025

Jerome Village Company, LLC

By: Nationwide Realty Investors, Ltd., its manager

By: _____
James K. Rost, Vice President

Signed and acknowledged in the presence of:

Signature: _____
Witness

Printed Name: _____

Signature: _____
Witness

Printed Name: _____

STATE OF OHIO
COUNTY OF FRANKLIN

Before me a Notary Public in and for said County personally came James K. Rost, Vice President of Nationwide Realty Investors, Ltd., and manager of Jerome Village Company, LLC, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

By: _____ My Commission expires: _____
Notary Public

Notary Stamp

Reviewed this ____ day of _____, 2025 _____
Chairman, Jerome Township Trustees

Approved this ____ day of _____, 2025 _____
Union County Engineer

Approved this ____ day of _____, 2025 _____
County Health Department

Approved this ____ day of _____, 2025 _____
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 _____, 2025 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 _____, 2025 _____
Union County Commissioner

_____ _____
Union County Commissioner Union County Commissioner

Transferred this ____ day of _____, 2025 _____
Union County Auditor

Filed for record this ____ day of _____, 2025 at _____ am/pm

Recorded this ____ day of _____, 2025 at _____ am/pm in

Plat Book _____, Page _____,

Slide _____

_____
Union County Recorder

Recorder's Sticker

Utility Easements

We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, 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

We the undersigned owners of the platted land, do hereby grant unto Union County and their successors and assigns (hereinafter referred to the 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 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.

Zoning Note

At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

Basis of Bearings:

The bearings shown upon this plat are based on the centerline of Jerome Road being N 11° 15' 03" W as referenced to the Ohio State Plane Coordinate System (North Zone) NAD 83 (NSRS 2011).

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

SURVEYOR CERTIFICATION:

Korda/Nemeth Engineering, Inc. does hereby certify the following:

1. The accompanying plat represents a subdivision of land in VMS No. 2990, Jerome Township, Union County, Ohio.
2. The tract has an area of 7.506 acres in streets, 24.327 acres in lots, and 11.616 acres in Reserves making a total of 43.449 acres.
3. This plat was prepared based on a field survey performed in December, 2022 by Korda/Nemeth Engineering Inc.
4. All dimensions are shown in U.S. Survey Feet and decimal parts thereof. All measurements on curves are Chord Distances (CH) or arc distances (L).
5. See Sheet 2 & Sheet 3 for Centerline, Property and Easement data.
6. This property is located in flood Zone "X" per F.E.M.A.Community Panel No. 39159C0385D dated December 16, 2008 and F.E.M.A.Community Panel No. 39159C0395E dated September 21, 2023.
7. Monumentation set at the locations shown hereon consists of a 5/8" x 30" iron pin set with a yellow plastic cap bearing the inscription "KORDA/NEMETH ENGINEERING". Right of way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
   a. Additional Monuments shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the lot being sold.
8. I hereby certify that the accompanying plat is a correct representation of Eversole Run Neighborhood Section 8 Phase 2 as surveyed.

Signed and sealed this 15th day of May , 2025.

_____
REGISTERED SURVEYOR NO. 7803

 Date: MAY 15, 2025 Drafted by: Shawn Free

Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-8981 WEB www.korda.com

DEVELOPER:
Jerome Village Company, LLC
375 North Front Street, Suite 200
Columbus, OH 43215

JEROME VILLAGE
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.

Scale 1" = 60 feet
0 15 30 60 120

RAVENHILL PARKWAY~80'

JEROME ROAD (COUNTY ROAD 11-B)

VMS 2990
VMS 3005

Eversole Run Neighborhood Section 8, Phase 1
DOS-C
Plat Book 5, Page 385 A,B,C,D

Village Neighborhood Section 5, Phase 1
Amended DOS-B
Plat Book 6, Page 21 A,B,C,D

Eversole Run Neighborhood Section 8, Phase 1
DOS-B
Plat Book 6, Page 219 A & B

Eversole Run Neighborhood Section 8, Phase 1
Plat Book 6, Page 219 A & B

Village Neighborhood Section 5, Phase 1
Amended DOS-E
Plat Book 6, Page 21 A,B,C,D

DESIGNATED OPEN SPACE - A
0.627 Ac.

LOT 2439 | LOT 2440 | LOT 2441 | LOT 2442 | LOT 2443 | LOT 2444 | LOT 2445 | LOT 2446 | LOT 2447 | LOT 2448

WARBLER WAY ~ 50'

LOT 2449 0.240 Ac. | LOT 2450 0.200 Ac. | LOT 2451 0.179 Ac. | LOT 2452 0.180 Ac. | LOT 2453 0.180 Ac. | LOT 2454 0.264 Ac.

RIVER BIRCH ROAD ~ 50'

LOT 2574 | LOT 2573 | LOT 2572 | LOT 2571 | LOT 2570 | LOT 2569 | LOT 2568 | LOT 2567 | LOT 2566 | LOT 2565

LOT 2551 0.233 Ac. | LOT 2552 0.173 Ac. | LOT 2553 0.173 Ac. | LOT 2554 0.194 Ac. | LOT 2555 0.194 Ac. | LOT 2556 0.194 Ac. | LOT 2557 0.194 Ac. | LOT 2558 0.194 Ac. | LOT 2559 0.194 Ac. | LOT 2560 0.194 Ac. | LOT 2561 0.215 Ac.

LOT 2564 0.392 Ac. | LOT 2563 0.264 Ac. | LOT 2562 0.271 Ac.

LARKLEAF DRIVE ~ 50'

APPLEWOOD DRIVE ~ 50'

LOT 2550 0.233 Ac. | LOT 2549 0.215 Ac. | LOT 2548 0.198 Ac. | LOT 2547 0.198 Ac. | LOT 2546 0.198 Ac. | LOT 2545 0.198 Ac. | LOT 2544 0.215 Ac. | LOT 2543 0.233 Ac.

LOT 2535 0.233 Ac. | LOT 2536 0.215 Ac. | LOT 2537 0.198 Ac. | LOT 2538 0.198 Ac. | LOT 2539 0.198 Ac. | LOT 2540 0.198 Ac. | LOT 2541 0.215 Ac. | LOT 2542 0.233 Ac.

PEAR FIELD WAY ~ 50'

LOT 2527 0.233 Ac. | LOT 2526 0.233 Ac.
LOT 2528 0.215 Ac. | LOT 2525 0.215 Ac.
LOT 2529 0.194 Ac. | LOT 2524 0.194 Ac.
LOT 2530 0.194 Ac. | LOT 2523 0.194 Ac.
LOT 2531 0.194 Ac. | LOT 2522 0.194 Ac.
LOT 2532 0.194 Ac. | LOT 2521 0.194 Ac.
LOT 2533 0.215 Ac. | LOT 2520 0.215 Ac.
LOT 2534 0.233 Ac. | LOT 2519 0.233 Ac.

RED CEDAR STREET ~ 50'

LOT 2511 0.233 Ac. | LOT 2510 0.233 Ac.
LOT 2512 0.215 Ac. | LOT 2509 0.215 Ac.
LOT 2513 0.194 Ac. | LOT 2508 0.194 Ac.
LOT 2514 0.194 Ac. | LOT 2507 0.194 Ac.
LOT 2515 0.194 Ac. | LOT 2506 0.194 Ac.
LOT 2516 0.194 Ac. | LOT 2505 0.194 Ac.
LOT 2517 0.215 Ac. | LOT 2504 0.215 Ac.
LOT 2518 0.233 Ac. | LOT 2503 0.233 Ac.

MOCKERNUT DRIVE ~ 50'

LOT 2455 0.233 Ac. | LOT 2456 0.215 Ac. | LOT 2457 0.215 Ac. | LOT 2458 0.215 Ac. | LOT 2459 0.215 Ac. | LOT 2460 0.195 Ac. | LOT 2461 0.195 Ac. | LOT 2462 0.195 Ac. | LOT 2463 0.195 Ac. | LOT 2464 0.195 Ac. | LOT 2465 0.195 Ac. | LOT 2466 0.195 Ac. | LOT 2467 0.215 Ac. | LOT 2468 0.215 Ac.

DESIGNATED OPEN SPACE - C
11.232 Ac.

Steven Wayne Cosgray
Mark Layne Cosgray
Bruce Ward Cosgray
Inst.#201902270001383
Deed Book 342, Page 597
1 Acre

Daniel Kirk Marker
Whitney A. Marker
Inst.#201804030002505
1.646 Acres

John David Boyers
Pamela J. Boyers
Trustees
O.R.333, Pg.907
60 Acres

LEGEND:
- ⊗ - Post found
- ○ - 3/4" Ø Iron pipe fnd.
- ⊠ - 3/4" Sq. iron bar fnd.
- ● - 5/8"x30" Iron pin set with yellow plastic cap bearing the inscription "KORDA/NEMETH ENGINEERING"
- ◎ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- ○ - Survey nail found
- ● - Survey nail set
- □ - Stone found
- Ⓜ - Monument box assembly found

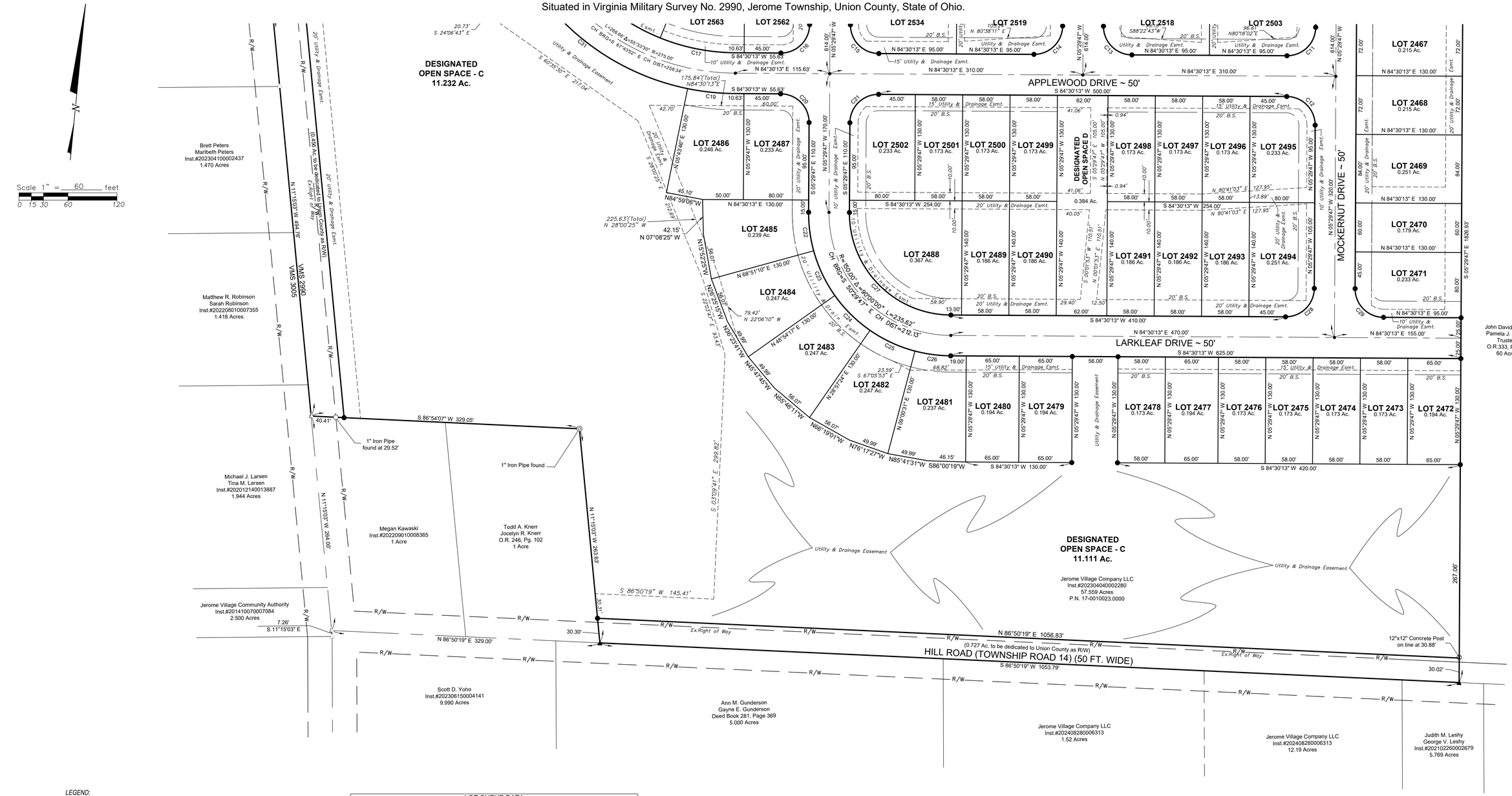
B.S.- Building Setback Line

Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-9981 WEB www.korda.com

DEVELOPER:
Jerome Village Company, LLC
375 North Front Street, Suite 200
Columbus, OH 43215

JEROME VILLAGE
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.



LEGEND:
- ⊗ - Post found
- ○ - 3/4" Ø Iron pipe fnd.
- ⊠ - 3/4" Sq. iron bar fnd.
- ● - 5/8"x30" Iron pin set with yellow plastic cap bearing the inscription "KORDA/NEMETH ENGINEERING"
- ◎ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- ○ - Survey nail found
- ● - Survey nail set
- □ - Stone found
- M - Monument box assembly found

B.S. - Building Setback Line

LOT CURVE DATA					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.00'	55.07'	49.56'	N 50°25'24" W	90°08'46"
C2	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C3	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C4	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C5	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C6	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C7	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C8	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C9	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C10	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C11	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C12	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C13	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C14	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C15	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C16	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C17	250.00'	94.63'	94.06'	S 84°39'10" E	21°41'14"
C18	250.00'	147.79'	145.65'	N 56°52'25" W	33°52'17"
C19	300.00'	58.78'	58.68'	S 89°53'01" E	11°13'33"
C20	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C21	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C22	175.00'	47.80'	47.65'	N 13°19'18" W	15°39'03"
C23	175.00'	60.93'	60.62'	N 31°07'17" W	19°56'53"
C24	175.00'	60.93'	60.62'	S 51°04'10" E	19°56'53"
C25	175.00'	60.93'	60.62'	S 71°01'03" E	19°56'53"
C26	175.00'	44.30'	44.18'	S 88°14'38" E	14°30'18"
C27	125.00'	196.35'	176.78'	N 50°29'47" W	90°00'00"
C28	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C29	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C30	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C31	300.00'	232.13'	226.38'	N 62°06'15" W	44°19'58"

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

October 17, 2023

Jerome Village Company, LLC* **
c/o Gary Nuss
375 North Front Street, Suite 200
Columbus, OH 43215
nussg@nationwide.com

RE: **Preliminary Plat for Eversole Run, Section 8 (ERN-8)**
Jerome Township, Union County

Dear Mr. Gary Nuss:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on October 12, 2023, and reviewed the Preliminary Plat for Eversole Run, Section 8 (ERN-8), Jerome Township, Union County.

> The LUC Executive Committee moved a motion to accept the recommendation of ***APPROVAL WITH CONDITIONS*** of the Eversole Run, Section 8 (ERN-8) – Preliminary Plat.
>
> The recommendation was ***APPROVAL*** of Eversole Run Neighborhood, Section 8 – Preliminary Plat with the ***condition*** that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat ***prior*** to submittal.

You will find the LUC Staff Report and reviewing agency comments attached. Please call our office if you have any questions or concerns. Thank you for your time.

Note: Approval of this Preliminary Plat expires in October 2025. Therefore, it is necessary for you to apply in September 2025 to be placed on the October 2025 LUC meeting agendas to request extension.

Sincerely,

Bradley Bodenmiller
Secretary | LUC Executive Committee
Director | LUC Regional Planning Commission

Cc: File
**Terrain Evolution, Inc. – Justin Wollenberg jwollenberg@terrainevolution.com & Dan Rhine drhine@terrainevolution.com
* **Jerome Township Trustees – c/o Robert Caldwell, Fiscal Officer
* **Jerome Township Zoning Commission – c/o Zoning Secretary
**Jerome Township Zoning Inspector – Eric Snowden
**Union County Engineer's Office – Luke Sutton
**City of Marysville – Kyle Hoyng

* Via 1st Class Mail 10-17-2023
**Via Email 10-17-2023

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

Staff Report – Eversole Run Neighborhood Section 8

Applicant:	**Jerome Village Company, LLC** c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.com **Terrain Evolution, Inc.** c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com
Request:	Approval of Eversole Run Neighborhood, Section 8 (ERN-8) – Preliminary Plat.
Location:	Located east of Jerome Road between Ravenhill Road and Hill Road in Jerome Township, Union County.

Staff Analysis:	This Preliminary Plat involves 57.558 acres of land and proposes 136 single-family residential lots. Acreages: o 11.156 acres in right-of-way o 29.073 acres in single-family residential lots o 17.329 acres in open space Proposed utilities: o City of Marysville public water system o Jerome Village collection and City of Marysville public sanitary waste treatment • **Union County Engineer's Office** o The Engineer's Office submitted comments in a letter dated 10-06-23. The Engineer's Office recommended approval subject to modifications and recommendations addressed in the Construction Drawings or resolved as indicated. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) 1. A variance for 50' right-of-way was approved by the Commissioners.

2. All stormwater infrastructure and drainage easements will be reviewed in more detail during the Construction Drawing review process.
3. Detail all flood routing swales, including 100-year water surface elevations, ensuring at least 1' of freeboard between the 100-year water surface and the finished grade elevations of all building structures.
4. Provide a stormwater management report for review.
5. Provide detailed Construction Drawings to private utility providers.

- **Union County Soil & Water Conservation District**
  - The District submitted comments in an undated letter. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. The erosion and sediment control plan does not feature a stabilized entrance, any other designated entrance, a concrete washout area, or a SWPPP mailbox. This is rather unusual, as these items are typically standard in other subdivisions with such plans. While this does not seem to violate any standards, the District thought it wise to mention due to it being unusual.

- **Union County Health Department**
  - The Health Department submitted comments in an email dated 09-27-23. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)
    1. The Health Department strongly recommended providing access/easements for sanitary sewer and public water service (if feasible) to the three adjacent properties—11758 Jerome Road, 11630 Jerome Road, 7290 Hill Road—surrounding the proposed subdivision. The Health Department suggested it may only be feasible to do this for 11758 Jerome Road.
    2. The developer's engineer committed to provide an easement and a way for future connection to 11758 Jerome Road with the development. This is not proposed for the other two properties at this time.

- Standard comments from the Health Department are below:
  1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
  2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
  3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."

- **City of Marysville**
  - The City submitted comments in an email dated 10-04-23. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)
    1. Provide 10' Utility Easement flanking right-of-way along all proposed waterline locations.
    2. Please extend Utility Easement along Ravenhill Parkway through DOS-A and DOS-B for the purpose of installing waterline connection at Ravenhill Parkway and Jerome Road.
    3. Please provide 20' Utility Easement flanking right-of-way along east side of Jerome Road.
    4. Please provide 20' Utility Easement flanking the right-of-way along the north side of Hill Road.
    5. The city provided Easement language it wants included on the Final Plat.

- **Jerome Township**
  - Jerome Township submitted comments in a letter dated 10-02-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. The proposed Preliminary Plat complies with the Preliminary Development Plan attached to the case. An approved Detailed Development Plan will be required prior to establishment of any uses or construction of any improvements, and for a letter of compliance with the zoning regulations to be issued when the Final Plat is reviewed.
    2. Sheet 1: The note labeled "Zoning" should read, "The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD06-110, as amended."
- **ODOT District 6**
  - No comments received as of 10-04-23.
- **Ohio Edison**
  - No comments received as of 10-04-23.
- **LUC Regional Planning Commission**
  1. Sheet 1: Please confirm whether the open space proposed is 17.326 acres (per application) or 17.329 (per plat General Development Summary) (§313, 6.).
  2. Sheets 4-7: Hill Road is shown proposed 60' but scales-off to approximately 65' wide. Please review (§313, 12.).
  3. Sheets 4-7: Although easement boundaries are shown, they are not labeled and dimensioned. Add dimensioning and labels to proposed easements (§313, 12.).
  4. Sheet 7: The front and rear lot dimensions of Lot 2469 and Lot 2470 appear to be too short. Please review and adjust as appropriate (§313, 15.).
  5. Easements for water and sewer must be a minimum of 20' and 10' for other utilities (§313, 12.; §414).
  6. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).
  7. A letter from Jerome Township certifying that the

	Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.). 8. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330).

Staff Recommendations:	Staff recommends ***APPROVAL*** of Eversole Run Neighborhood, Section 8 – Preliminary Plat with the ***condition*** that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat ***prior*** to submittal.

Z&S Committee Recommendations:	The Zoning & Subdivision Committee recommends ***APPROVAL*** of Eversole Run Neighborhood, Section 8 – Preliminary Plat ***WITH CONDITIONS***.

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

October 6, 2023

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

Re: Jerome Village, Eversole Run Neighborhood, Section 8 – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat. We recommend approval of the plat. Items listed below should be addressed in the final construction drawings or resolved as indicated.

1. A variance for 50' R/W has been submitted and approved by the commissioners.
2. All appropriate OEPA/ODNR/ACOE permitting will be required prior to the start of construction.
3. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
4. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
5. Provide a stormwater management report for review.
6. Provide detailed construction drawings to private utility providers.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals, including but not limited to final construction documents. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.
Union County Engineer

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Wednesday, October 11, 2023 2:48 PM
To: Brad Bodenmiller
Subject: RE: ERN-8 - Layout & Design

Yes, the layout is approved

Luke Sutton, PE
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3168
lsutton@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Wednesday, October 11, 2023 10:35 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: RE: ERN-8 - Layout & Design

When able, would you please confirm this?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Brad Bodenmiller
Sent: Saturday, October 7, 2023 9:29 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: ERN-8 - Layout & Design

Luke,

Good evening! Is the layout and design of the lots, streets, and other improvements for **Eversole Run Neighborhood, Section 8 (ERN-8) – Preliminary Plat** approved?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Union Soil and Water Conservation District

18000 State Route 4, Suite D, Marysville, OH 43040 | Phone (937) 642-5871
https://www.unioncountyohio.gov/USWCD

Brad Bodenmiller,

The following are comments from the Union Soil & Water Conservation District regarding the **Eversole Run Neighborhood, Section 8 (ERN-8) – Preliminary Plat**.

- After reviewing this subdivision's erosion and sediment control plan, it was noticed that this plan does not feature a stabilized entrance, any other designated entrance, a concrete washout area, or an SWPPP mailbox. This is rather unusual, as these items are typically standard in other subdivisions with such plans. While this does not seem to violate any standards, we still thought it wise to mention here due to it being unusual.

For any questions regarding these comments please contact Joseph Grove using the phone number or email address listed below.

Thank You,

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

Board of Supervisors

MATT STALEY	RICK WEIGAND	ANDY CLARRIDGE	CHERYL TRIVISONNO	RANDY TRAPP
27485 Storms Road	11700 Hopewell Road	16862 Paver Barnes Road	10477 Shields Road	24101 Patrick Brush Run Rd.
West Mansfield, OH 43358	Marysville, OH 43040	Marysville, Ohio 43040	Ostrander, OH 43061	Marysville, OH 43040

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, October 5, 2023 10:27 AM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for ERN-8 - Preliminary Plat

Yes, the preliminary drainage plan is approved.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, October 5, 2023 10:18 AM
To: Joseph Grove <jgrove@unioncountyohio.gov>
Subject: RE: Distribution Letter + Plat for ERN-8 - Preliminary Plat

Confirming receipt of this comment—thank you!

Is the preliminary drainage plan for **Eversole Run, Section 8 (ERN-8) – Preliminary Plat** approved?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Wednesday, September 27, 2023 3:37 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Distribution Letter + Plat for ERN-8 - Preliminary Plat

Attached, please find Union Soil and Water's comments for **Eversole Run Neighborhood, Section 8 (ERN-8) – Preliminary Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, September 26, 2023 5:42 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for ERN-8 - Preliminary Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 8 (ERN-8) – Preliminary Plat**. Paper copies are being delivered/mailed. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of five subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Wednesday, September 27, 2023 10:48 AM
To: Brad Bodenmiller
Cc: Adam Schultz
Subject: Jerome Village, Eversole Run Neighborhood, Section 8 - Preliminary Plat

Brad,

In regards to the above mentioned:

Our office would strongly recommend providing access/easements for sanitary sewer and public water (if feasible) to the three adjacent properties surrounding the proposed subdivision; 11758 Jerome Rd, 11630 Jerome Rd, 7290 Hill Rd - Assuming these properties will not be absorbed into the subdivision at some point; the plat shown still shows these as free standing as is.

It appears it would likely only really be feasible for a possible sanitary easement for 11758 Jerome Rd as it would actually be in close proximity to the proposed sanitary line. The other properties are likely too far away and/or the proposed water line(s) are not likely accessible to any of the three properties. Although, if they were for some reason to become better accessible, we would recommend the forethought to allow an easement to connect to these surrounding properties. It is likely that there is subsurface drainage indirectly connected to the homes and/or septic systems that will likely be compromised due to the development of the subdivision; this could lead to drainage issues in the area stemming from these properties. If connection to sanitary sewer is available this would likely abate such an issue.

Please let me know if you have any questions or concerns regarding our comments.

Bests,

Wyatt J. Marshall, REHS
Deputy Director of Environmental Health
Union County Health Department
940 London Ave. Suite 1100
Marysville, Ohio 43040
937.642.2053 Ext. 2088
wyatt.marshall@uchd.net

Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Tuesday, October 10, 2023 10:50 AM
To: Brad Bodenmiller
Cc: Justin Wollenberg
Subject: Re: ERN-8 Preliminary
Attachments: image001.png

Brad,

My apologies.

Yes, this would address my concerns.

Thanks!

Wyatt J. Marshall, REHS
Deputy Director of Environmental Health
Union County Health Department
940 London Ave. Suite 1100
Marysville, Ohio 43040
937.642.2053 Ext. 2088
wyatt.marshall@uchd.net

On Sun, Oct 8, 2023 at 3:19 PM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

> Wyatt,
>
> When you are able, can you please confirm whether this satisfies your comment? (If not, please be specific about anything you require further and applicable ORC/Subdivision Regulations/Health Code sections.)
>
> **Bradley Bodenmiller**
>
> **Director | LUC Regional Planning Commission**
>
> P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
>
> P: (937) 666-3431 | www.lucplanning.com
>
> **From:** Justin Wollenberg <jwollenberg@terrainevolution.com>
> **Sent:** Friday, October 6, 2023 9:03 AM
> **To:** wyatt.marshall@uchd.net

Cc: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: ERN-8 Preliminary

Wyatt,

I received your comments on the sanitary connections to existing homes. We are providing an easement and a wye for future connection to 11758 Jerome Road with the development. The two on the corner of Jerome and Hill are not being proposed at this time. The future plan is to extend this sewer toward the vacant McKitrick Tract and service to those homes are to be provided at that time. Please let me know if you have any questions.

Sincerely,

Justin Wollenberg, PE, CPESC

Sr. Project Director

720 East Broad Street, Suite 203

Columbus, OH 43215

Main: 614-385-1090 x102

Direct: 614-385-1092

Fax: 614-385-1085

terrainevolution.com

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Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, October 4, 2023 4:27 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - October LUC Executive Meeting

Brad,

Here are the City of Marysville's comments for the agenda items at the October LUC Executive Meeting. Please let me know if you have any questions or concerns.

GPN-11, Phase 3 - Final Plat

1. No Comments

ERN 8 - Preliminary Plat

1. Please provide 10' Utility Easement flanking the right-of-way along all proposed waterline locations.
2. Please extend Utility Easement along Ravenhill Parkway through DOS-A and DOS-B for the purpose of installing waterline connection at Ravenhill Parkway and Jerome Road.
3. Please provide 20' Utility Easement flanking right-of-way along east side of Jerome Road
4. Please provide 20' Utility Easement flanking the right-of-way along the north side of Hill Road.
5. Provide the following Utility Easement Language: *We the undersigned owners of the within platted land, do hereby grant unto 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 under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, 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.*

Jerome Professional Park - Preliminary Plat

1. Please provide 10' Utility Easement flanking the right-of-way along the east side of Sycamore Trace for the proposed waterline.
2. Provide the following Easement Language: *We the undersigned owners of the within platted land, do hereby grant unto 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 under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, 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.

VN-2, Phase 2 - Final Plat

1. No Comments

VN-11, Phase 1 - Final Plat

1. Please provide 10' Utility Easement flanking the right-of-way along the west side of Starling Street at DOS-B2.

Chad Ritzler
Sr. Project Engineer
City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7373 (office)

Jerome Township Zoning Department

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

October 2, 2023

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

Re.: Eversole Run Neighborhood, Section 8 – Preliminary Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the preliminary plat known as Eversole Run Neighborhood, Section 8 – Preliminary Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD06-110, as amended. The proposed preliminary plat complies with the preliminary development plan attached to that case. Per Chapter 500 of the Township Zoning Resolution, an approved detailed development plan will be required prior to the establishment of any uses or construction of any improvements, and for letter of compliance with the zoning regulations to be issued when the final plat is reviewed. This comment is simply to serve as a reminder.

2. The note labeled "Zoning" on page #1 should read as follows: "The site is zoned Planned Development District (PD) in accordance with the provisions of Case #PD06-110, as amended."

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

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

TerrainEvolution
terrainevolution.com

720 East Broad Street
Suite 203
Columbus, OH 43215

P: 614.385.1090
info@terrainevolution.com

September 21, 2023

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

RE: Eversole Run Neighborhood, Section 8 (ERN-8) Preliminary Plat

Mr. Bodenmiller,

Terrain Evolution, as the agent for Jerome Village Company, acknowledges the existence of Pewamo soil within the development area of ERN-8. The soil types are commonly found within areas with poor drainage and/or in drainage courses. In this case, the soil is in two small areas along the perimeter of the site. Found in the rear of lots on the east side and along Hill Road mostly in roadside ditch area. This area will be open space and rear lots. Where in developed areas, the development will install storm sewer drainage system to provide adequate drainage to the area developed.

Section 416 of the Union County Subdivision Regulations designates areas with the said soil types as requiring improvements to render the area acceptable for the intended use. The subdivider is aware and acknowledges this requirement. The intended use is for single family residential. Providing adequate drainage system to the area shall remedy any poorly drained areas, thus rendering the area acceptable for the use. A storm sewer system is being designed to convey all surface runoff to stormwater management basins. Any and all subsurface tiles encountered during the construction of the development shall be connected to said storm sewer as to promote an adequate drainage system.

Please feel free to contact me if you have any questions at (614) 385-1092.

Sincerely,

Justin Wollenberg, PE, CPESC
Sr. Project Director

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 MAR 29 PM 12:34
392.00

TRANSFER NOT NECESSARY
MAR 29 2011
ANDREA L. WEAVER, AUDITOR
BY

TRANSFER NOT NECESSARY
JAN 11 2011
ANDREA L. WEAVER, AUDITOR
BY

376342

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

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

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EXHIBIT B Initial Property owned by Declarant Subject to this Declaration

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OR 911 PG 925

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "Declaration") is made on or as of this 24th day of March, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer"). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

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

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

OR 911 PG 926

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

D. The Master Developer and certain adjoining land owners have previously filed of record a Master Deed Declaration, Restriction and Bylaws dated as of December 1, 2010 and recorded on February 23, 2011 as Official Record 907, Page 572, Union County Recorder's Office and as Official Record 1031, Page 1815, Delaware County Recorder's Office (the "Master Declaration"). This Declaration shall at all times be subject and subordinate to the Master Declaration.

E. As provided for in the Master Declaration, the Master Developer deems it desirable to establish a residential property owners sub-association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Jerome Village for, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential subareas and condominium regimes created within Jerome Village, and for the purposes of addressing conditions and circumstances unique to individual residential subareas and condominium regimes created within Jerome Village.

F. To further the residential development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that the real property described on the attached EXHIBIT B hereto, together with all other Residential Parcels subjected to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

G. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Master Declaration all others claiming under or through them, as well as the Master Developer and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently

constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Jerome Village described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Master Developer reserves the right, but not the obligation, subject additional Residential Parcels located within or adjacent to Jerome Village to this Declaration.

The Master Developer hereby declares that all Residential Parcels located in Jerome Village encumbered by this Declaration are a "planned community", subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Jerome Village encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Jerome Village encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Master Declaration. In addition to the words and terms defined in the Master Declaration or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Annual Assessment" - the amount to be paid to the RPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

B. "Assessments" - collectively referring to Annual Assessments, Parcel Assessments and Special Assessments.

C. "Common Expenses" - all expenses incurred by the RPO Association in connection with its ownership, lease and/or maintenance of the Residential Common Property, maintenance of property other than Residential Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Residential Common Property, utilities for the

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

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

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

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

G. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under the Master Declaration by a written instrument.

H. "Design Review Board" – the Design Review Board created, governed and operated under the Master Declaration.

I. "Directors" - those natural Persons appointed or elected to the RPO Board of the RPO Association as provided in Article IV Paragraph E hereof and the RPO Bylaws of the RPO Association.

J. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of the Master Declaration and this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel,

Commercial Parcel, the Residential Common Property, and any Property dedicated for public use.

K. "Master Declaration" – The Master Declaration as defined in Preamble D of this Declaration.

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

M. "Member" – any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

N. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided within Jerome Village on which residential apartment units are to be developed and constructed, other than Condominium Units.

O. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the RPO Association and establishing reserves for capital expenditures thereof.

P. "Parcel Assessment" - an assessment that the RPO Board may levy against one or more Residential Parcels to reimburse the RPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Design Review Board pursuant to Article V of the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the RPO Board.

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

R. "Residential Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Jerome Village to be owned and/or maintained by the RPO Association or an RPO Sub-Association. Residential Common Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the RPO Association is responsible under the terms of the Master Declaration or this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the RPO Association is bound.

S. "Residential Development Phase" – a subdivided portion of Jerome Village, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

T. "Residential Parcel" – means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

U. "Residential Property" – all portions of Jerome Village that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels (including those located within the Town Center).

V. "Residential Property Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Master Developer.

W. "Residential Property Owners Association" or "RPO Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Residential Common Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

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

Y. "RPO Board" - the board of directors or other management body of the RPO Association.

Z. "RPO Bylaws" - the Bylaws of Jerome Village Residential Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the RPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

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

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

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

DD. "RPO Sub-Association" - Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

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

FF. "Special Assessment" -an assessment levied by the RPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

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

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

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

ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Residential Property Owners and residents of the Residential Property portions of Jerome Village;

C. Preservation, beautification and maintenance of the Residential Property portions of Jerome Village; and

D. Establishment of requirements for the use of the Residential Property portions of Jerome Village.

E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Jerome Village.

F. To provide for mandatory membership of all Residential Property Owners in the RPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation. There is hereby created as a Sub-Association of the Master Association, the RPO Association. At all times, the RPO Association shall be subject and subordinate to the Master Association.

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

C. Governance. Voting and all other matters regarding the governance and operation of the RPO Association shall be set forth in the RPO Association's Articles of Incorporation and RPO Bylaws, this Declaration and all amendments hereto and thereto.

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

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

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

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

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for in the Master Declaration and herein.

E. Composition of Board. At all times, the RPO Association shall be comprised of three (3) Directors. Until the RPO Turnover Date, all Directors of the RPO Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the RPO Association and the Town Center Property Owners Association. On the RPO Turnover Date, all Directors of the RPO Association appointed by the Master Developer shall resign and a new RPO Board shall be constituted for the RPO Association consisting of three (3) natural persons who own or represent the Residential Property Owners. Each Director of the RPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the

Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the RPO Turnover Date, the term of one third (1/3) of all Directors of the RPO Association shall expire annually.

F. Bylaws. The initial RPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE V. RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Residential Common Property. The Master Developer may, from time to time, at the Master Developer's option, convey to the RPO Association, for the use and benefit of the RPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Residential Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The RPO Association shall accept title to any interest in any real or personal property transferred to it by the Master Developer, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Master Developer. The RPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the RPO Association, and for the payment of the costs of using and maintaining the same. The RPO Association shall be obligated to keep all Residential Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of the Master Declaration.

B. Personal Property and Real Property for Common Use. The RPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Master Developer, and may separately obligate itself for the maintenance obligations of property not owned by the RPO Association (i.e. the RPO Association may accept maintenance responsibilities for open spaces within Jerome Village which are owned by a state, county, city, village, township, or the Community Authority).

C. Rules and Regulations. The RPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with the Master Declaration, this Declaration and the Governing Documents. The RPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments,

and (ii) suspension of the right to use the Residential Common Property. In addition, the RPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the RPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the RPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

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

E. Joint Use and Cost-Sharing Agreements. The RPO Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, the Master Association and/or Sub-Associations (including, but not limited to RPO Sub-Associations), whereby: (i) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Residential Common Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the RPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

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

G. Insurance.

1. The RPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Residential Common Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.

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

3. In the event of damage or destruction of any portion of the Residential Common Property, the RPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the RPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

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

I. Books, Records. Upon reasonable request of any Member, the RPO Association shall be required to make available for inspection all books, records and financial statements of the RPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the RPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the RPO Board.

ARTICLE VI. ASSESSMENTS

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

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

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments. The RPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the RPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the RPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The RPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the RPO Rules. Notwithstanding the foregoing to the contrary, if the Master Developer or a RPO Developer (with the consent of the Master Developer) owns any Residential Development Phase or any Residential Parcel, the Master Developer and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the RPO Association. Such right may be shared with and among the Master Developer and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments. The RPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments. The RPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the RPO Association for costs incurred on behalf of

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

G. Remedies.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The RPO Association shall maintain and keep in good repair the Residential Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Residential Common Property and all personal property used in connection with the operation of the Residential Common Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and

related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

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

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

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

E. Damage to Residential Common Property By Owner or Occupant. If the Residential Common Property is damaged by any Residential Property Owner or occupant,

his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association are each hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Residential Common Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

ARTICLE IX. RESIDENTIAL COMMON PROPERTY

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

B. Assignment, Pledge and Conveyance of Residential Common Property. The RPO Association may convey any fee interest or any security interest in any portion of the Residential Common Property, unless such Residential Common Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas. RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration and the Master

Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

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

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

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

E. Collection of Assessments. As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the RPO Board.

ARTICLE XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the RPO Association, with the Master Developer's consent (if occurring prior to the RPO Turnover Date), to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer (if occurring prior to the RPO Turnover Date), any Residential Property Owner, the Master Association Board, the RPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without

limitation reasonable attorneys' fees). Failure of Master Developer, the Master Association Board, the RPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the RPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the RPO Rules.

C. Amendments. The Master Developer may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the RPO Turnover Date, the RPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Master Declaration shall not require the joinder or consent of any RPO Developer, the Master Association, the Master Association Board, the RPO Association, the RPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Master Developer prior to the RPO Turnover Date, and thereafter by the RPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached RPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the RPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Mortgage Rights. A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the RPO Association (which request shall state the name and

address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Declaration or the RPO Bylaws;

2. any termination of the RPO Association; and

3. any default under this Declaration which gives rise to a cause of action by the RPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

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

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

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

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

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Signature page to follow.

Stewart Title Agency
of Columbus Box

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

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

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

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

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of the companies.

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

NOTARIAL SEAL STATE OF OHIO

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

_____
Notary Public

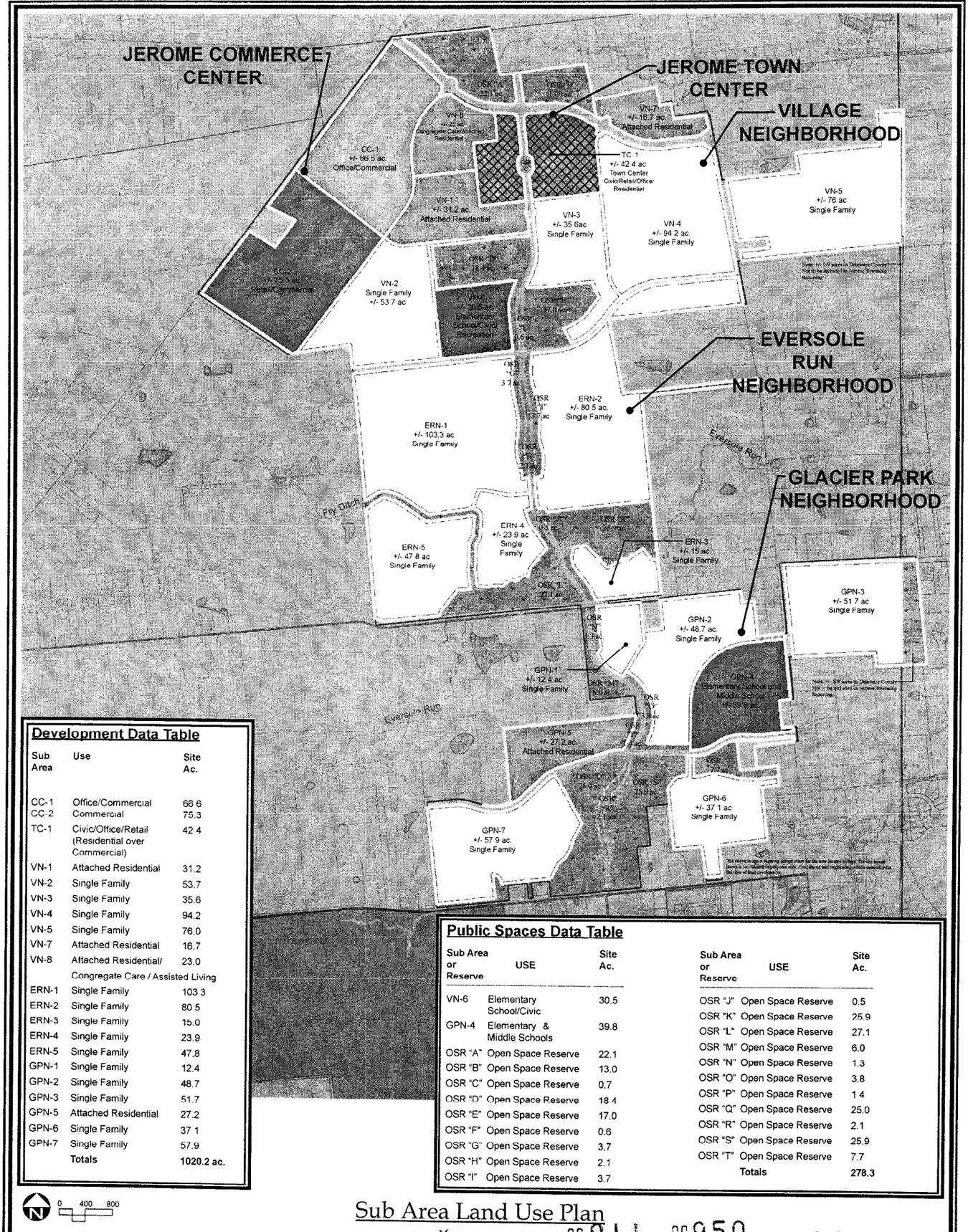
OR 911 PG 948

{00032668-4}

LIST OF EXHIBITS

EXHIBIT A	Master Plan Area for Jerome Village
EXHIBIT B	Initial Property owned by Declarant Subject to this Declaration
EXHIBIT C	Bylaws of Residential Property Owners Association

EXHIBIT A – MASTER PLAN AREA FOR JEROME VILLAGE



Development Data Table

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
	Totals	**1020.2 ac.**

Public Spaces Data Table

Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5
GPN-4	Elementary & Middle Schools	39.8
OSR "A"	Open Space Reserve	22.1
OSR "B"	Open Space Reserve	13.0
OSR "C"	Open Space Reserve	0.7
OSR "D"	Open Space Reserve	18.4
OSR "E"	Open Space Reserve	17.0
OSR "F"	Open Space Reserve	0.6
OSR "G"	Open Space Reserve	3.7
OSR "H"	Open Space Reserve	2.1
OSR "I"	Open Space Reserve	3.7
OSR "J"	Open Space Reserve	0.5
OSR "K"	Open Space Reserve	25.9
OSR "L"	Open Space Reserve	27.1
OSR "M"	Open Space Reserve	6.0
OSR "N"	Open Space Reserve	1.3
OSR "O"	Open Space Reserve	3.8
OSR "P"	Open Space Reserve	1.4
OSR "Q"	Open Space Reserve	25.0
OSR "R"	Open Space Reserve	2.1
OSR "S"	Open Space Reserve	25.9
OSR "T"	Open Space Reserve	7.7
	Totals	**278.3**

0 400 800

Sub Area Land Use Plan

OR 911 PG 950

JEROME VILLAGE

Where life is in balance.

Developer:
Nationwide Realty Investors

March 13, 2007
Approved by the Jerome Township Zoning Board on March 13, 2007

EXHIBIT B
INITIAL PROPERTY OWNED BY DECLARANT
SUBJECT TO THIS DECLARATION

Situated in the State of Ohio, County of Union and in the Township of Jerome:

Being Lot Numbers One (1) through Forty-Four (44) of Glacier Park Neighborhood Section 7 – Phase 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 283, Recorder's Office, Union County, Ohio.

EXHIBIT C

BYLAWS
(CODE OF REGULATIONS)
OF
JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

SECTION I. NAME AND LOCATION

The name of the Residential Property Owners Association is Jerome Village Residential Property Owners Association, Inc. (the "Residential Property Owners Association" of "RPO Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312, as amended (to the extent applicable) as the Residential Property Owners Association for a master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the RPO Association shall be as set forth in the Articles of Incorporation for the RPO Association (the "RPO Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Residential Property Owners Master Association (the "RPO Board") shall be as set forth herein.

SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Residential Property Owners Deed Declaration, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio, as required by Ohio Revised Code Chapter 5312, as amended.

SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION

1. Membership in RPO Association. There shall be two (2) classes of membership in the RPO Association, being the Master Member and the Residential Property Owner Members, as further defined and provided in Article IV, Paragraph D of the Declaration, who shall collectively be referred to herein as the "Members".

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

3. Declarant Control. Declarant shall control the RPO Association as Master Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Master Member of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant, as Master Member, of its exclusive voting rights (the "RPO Turnover

Date"). Until the RPO Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the RPO Board.

4. RPO Association. The RPO Association shall administer all residential portions of the Jerome Village Planned Community subject and subordinate to the rights granted under the Master Declaration of Jerome Village, and the RPO Board shall exercise all power and authority of the RPO Association. On the RPO Turnover Date, the RPO Board shall be elected by the Members, excluding the Declarant as Master Member but including the Declarant as a Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the RPO Board.

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

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

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

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

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

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for Residential Property Owners of Lots, Units, and Multi-Family Parcels. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner owning a Unit in a Condominium, and each Residential Property Owner owning a Multi-Family Parcel, shall be a Member of the RPO Association. The number

of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner determined as follows:

> Each Lot shall have one vote, each Unit shall have one vote, and each Multi-Family Parcel shall have one vote.

Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any owner of a fee simple interest of a Residential Parcel may cast the entire vote with respect to that Residential Parcel on any given matter, unless that vote is contested by a co-owner of that Residential Parcel. If the owners of the fee simple interest in a Residential Parcel are unable to agree among themselves as to the vote to be cast with respect to that Residential Parcel on a particular matter, no vote shall be cast with respect to that Residential Parcel on that particular matter. The RPO Board may temporarily suspend a Residential Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the RPO Board may temporarily suspend a Residential Parcel's vote if that Residential Parcel's occupants or Members have failed to observe any term of the Master Declaration, the Declaration, these RPO Bylaws, or rules and regulations duly adopted by the RPO Board, subject to the parameters set forth herein.

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

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Residential Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

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

> (a) A determination by the RPO Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, the RPO Association, or the RPO Board, or any member of the RPO Board, or any officer,

employee, committee member, or agent of the Master Association or the RPO Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

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

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

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

SECTION IV. BOARD OF DIRECTORS

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

2. Successor Directors. On or about the RPO Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors (at which time control of the RPO Association shall be considered to be "turned over to the Members"). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one-third (1/3) (one in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. The initial Directors elected by the Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. As a result, at every annual meeting one (1) new Director(s) will be elected.

3. Removal. Excepting only Directors named in the RPO Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the RPO Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the RPO Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the remaining members of the RPO Board and shall

serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the RPO Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the RPO Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an owner or co-owner of a Residential Parcel, the spouse of an owner or co-owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Residential Property Owner. Further, that owner or co-owner of a Residential Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or the RPO Association or be an adverse party to the Master Association, its Board, or the RPO Association, the RPO Board, or any member of the Master Association Board or RPO Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the RPO Board, or, if the RPO Board fails to appoint a nominating committee, by the RPO Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or RPO Board, shall make as many nominations for election to the RPO Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the RPO Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the RPO Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

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

9. Special Meetings. Special meetings of the RPO Board shall be held when called by the President of the RPO Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the RPO Association, after not less than three (3)

days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 13 below.

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

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

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

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

15. Powers, Duties and Authority. The RPO Board may act in all instances on behalf of the RPO Association unless otherwise provided in the Declaration, RPO Bylaws or Ohio Revised Code Chapter 5312, as amended, and without limiting the generality of the foregoing, the RPO Board shall have the right, power, and authority to:

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

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

(c) enforce the covenants, conditions, and restrictions set forth in the Master Declaration (to the extent applicable to Residential Property) and the Declaration;

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

(e) establish, enforce, levy, and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

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

(g) suspend the voting privileges and use of recreational facilities of an Residential Property Owner during any period in which the Residential Property Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Master Declaration, the Declaration and RPO Bylaws);

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

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

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

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

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

16. Duties. It shall be the duty of the RPO Board, on behalf of the RPO Association, to:

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

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

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

(d) prepare or cause an estimated annual budget to be prepared;

(e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;

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

(h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;

(i) cause the restrictions created by the Master Declaration to be enforced; and

(j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

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

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

executed prior to the assumption of control of the RPO Association by Residential Property Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the RPO Board pursuant to the provisions of these RPO Bylaws.

SECTION V. OFFICERS

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

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

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

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

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

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

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

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

SECTION VI. COMMITTEES

The RPO Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the RPO Association, including current copies of the Declaration, RPO Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the RPO Association, for inspection by Residential Property Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Residential Parcels, pursuant to reasonable standards established from time to time by the RPO Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the RPO Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the RPO Association shall make available to prospective purchasers current copies of the Declaration, RPO Bylaws, RPO Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

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

SECTION VIII. FISCAL YEAR

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

SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the RPO Association incurs in the administration, governance, and maintenance of the RPO Association are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Residential Parcel shall be allocated by the RPO Board as further provided in the Declaration.

3. Assessment. The RPO Board shall estimate the Common Expenses it expects the RPO Association to incur and shall assess each Residential Property Owner Assessments as further provided in the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

SECTION X. ASSESSMENTS

1. The RPO Association may assess each Residential Property Owner all Assessments set forth in the Declaration, including, but not limited to:

(a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the RPO Board incurs in collecting those Assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Residential Property Owner or occupant of a Residential Parcel or their family members, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Declaration or the rules and regulations of the RPO Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) All other costs or charges the Declaration or RPO Bylaws permit.

2. The RPO Association shall credit any amount it receives from a Residential Property Owner pursuant to this Section in the following order:

(a) To interest owed to the RPO Association;

(b) To administrative late fees or enforcement assessments owed to the RPO Association;

(c) To collection costs, attorney's fees, and paralegal fees the RPO Association incurred in collecting the assessment;

(d) To the most recent principal amounts the Residential Property Owner owes to the RPO Association for the Common Expenses chargeable against the Residential Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the RPO Board shall give the Residential Property Owner a written notice that includes all of the following:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or Assessment;

(c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

(a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.

(b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.

(c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.

(d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.

(e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI. LIENS ON PROPERTY

1. The RPO Association has a lien upon the estate or interest in any Residential Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Residential Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Residential Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the RPO Board of the RPO Association. The certificate shall contain a description of the Residential Parcel, the name of the record Residential Property Owner of the Residential Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the RPO Board or other designated representative of the RPO Association.

(b) The lien is a continuing lien upon the Residential Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the RPO Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the RPO Association as a defendant in the action. The RPO Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Residential Parcel during the foreclosure action.

4. Following any foreclosure action, the RPO Association or an agent the RPO Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Residential Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Residential Parcel upon which the mortgagee holds the mortgage.

SECTION XII. INDEMNIFICATION

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

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

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

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the RPO Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

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

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

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

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

(a) Property insurance on the Residential Common Property;

(b) Liability insurance pertaining to the Residential Common Property;

(c) Directors and officers liability insurance.

The RPO Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the RPO Association, or is or was serving at the request of the RPO Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the RPO Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XIII. AMENDMENTS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Residential Property Owners Association, has caused these RPO Bylaws to be duly adopted on or as of the ___ day of _____, 20__.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

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

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

EXECUTION COPY

TRANSFER NOT NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
BY DBruce
2-26-10

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2010 FEB 26 PM 3:30
532.00

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DECLARATION

OF

COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR

JEROME VILLAGE COMMUNITY AUTHORITY

IN THE

COUNTY OF UNION, OHIO

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DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

IN THE COUNTY OF UNION, OHIO

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

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

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

ARTICLE I

PURPOSE AND INTENT

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

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

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

ARTICLE II

DEFINITIONS

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

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

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

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

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

(a) the sum of:

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

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

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

(b) less the sum of:

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

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

(iii) disability and survivor's benefits;

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

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

2.04. Assessed Valuation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

EXPANSION

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

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

ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

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

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

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

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

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

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

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

ARTICLE V

ASSESSED VALUATION CHARGE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
INCOME CHARGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) including in the lease those lease provisions required by Section 6.13 hereof; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

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

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

(a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

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

(a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.

(b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.

(c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.

(d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

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

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

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

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

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

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

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

ARTICLE VIII

COMMUNITY FACILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

OR 859 PG 303

COMMUNITY FEE

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

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

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

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

(a) $200 per single-family unit;

(b) $100 per multi-family unit;

(c) $0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

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

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

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

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

ARTICLE X

UTILITY ACCESS/COMMUNITY FEE

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

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

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

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

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

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

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

(a) $1,000 per single-family unit;

(b) $500 per multi-family unit;

(c) $0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

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

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

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

ARTICLE XI

DURATION, AMENDMENT AND TERMINATION

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

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

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

OR 859 PG 307

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

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

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

ARTICLE XII

AMENDMENTS AND SUPPLEMENTS

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

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

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

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

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

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

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

OR 859 PG 309

ARTICLE XIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

This document prepared by:

Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

EXECUTION COPY

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

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

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

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

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

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

OR 859 PG 312

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

JEROME UNITED METHODIST
CHURCH, INC., ~~as an~~ Initial Owner

By: _____

Print Name: Judson W. Smith

Title: Chair - Administrative Council

STATE OF OHIO)
COUNTY OF UNION) SS:

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

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

_____
Notary Public

NOTARIAL SEAL · STATE OF OHIO ·

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

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

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

By: _____

Print Name: Daw Slane

Title: Owner

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

Marcia A. McCoy

Notary MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

OR 859 PG 314

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

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

John R Andrews Trustee

STATE OF OHIO)
COUNTY OF Delaware) SS:

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

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

NOTARY PUBLIC STATE OF OHIO

R. LAMONT KAISER, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

R L Kaiser

Notary Public

OR 859 PG 315

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

GEORGE EDWARD ANDREWS,
as an Initial Owner

REBECCA J. ANDREWS,
as an Initial Owner

STATE OF OHIO)
COUNTY OF Union) SS:

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

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

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

Notary Public

STATE OF OHIO)
COUNTY OF Union) SS:

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

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

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

Notary Public

OR 859 PG 316

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

WILLIAM HENRY ANDREWS,
as an Initial Owner

William H. Andrews

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

Notary Public

NOTARIAL SEAL STATE OF OHIO

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

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

JON E. HJELM,
as ~~an~~ Initial Owner

KATHY K. HJELM,
as an Initial Owner

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

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

Deborah C. Molinaro
Notary Public

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

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

Deborah C. Molinaro
Notary Public

OR 859 PG 318

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

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

CHRISTINE S. MARX,
as an Initial Owner

STATE OF OHIO)
COUNTY OF Licking) SS:

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

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

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

STATE OF OHIO)
COUNTY OF Licking) SS:

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

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

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

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

SCOTT E. SONNENBERG,
as an Initial Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Initial Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

Debra R. McNemar
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

Debra R. McNemar
Notary Public My Commission Expires 5-20-2014

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

PATRICIA E. WILLIAMS,
as an Initial Owner

Patricia E. Williams

STATE OF OHIO)
COUNTY OF DELAWARE) SS:

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

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

David H. Starkey
Notary Public

NOTARIAL SEAL
STATE OF OHIO

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

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

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

Barbara J. Wilcox

STATE OF OHIO)
COUNTY OF Delaware) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010 ~~2009~~, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

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

Charles G. Kaps
Notary Public

NOTARIAL SEAL
STATE OF OHIO

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

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

PEGGY W. YERKE,
as an Initial Owner

STATE OF OHIO)
COUNTY OF Franklin) SS:

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

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

Deborah Maxwell Deborah Maxwell
Notary Public

NOTARIAL SEAL STATE OF OHIO

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

OR 859 PG 323

EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

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

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

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

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

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

Thence N 83°43'42" E a distance of 1427.25 feet to a point;

Thence S 10°57'19" E a distance of 699.30 feet to a point;

Thence N 83°43'42" E a distance of 1250.00 feet to a point;

Thence S 10°57'19" E a distance of 532.06 feet to a point;

Thence N 78°45'30" E a distance of 926.58 feet to a point;

Thence S 11°14'30" E a distance of 267.46 feet to a point;

Thence N 78°45'30" E a distance of 158.11 feet to a point;

Thence S 11°14'30" E a distance of 234.04 feet to a point;

Thence N 83°06'00" E a distance of 516.88 feet to a point;

Thence S 11°13'56" E a distance of 263.08 feet to a point;

Thence S 11°15'03" E a distance of 683.11 feet to a point;

Thence N 84°38'48" E a distance of 1096.49 feet to a point;

Thence N 10°32'14" W a distance of 279.77 feet to a point;

Thence N 84°38'59" E a distance of 1213.36 feet to a point;

Thence N 06°18'42" W a distance of 472.92 feet to a point;

Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;

Thence S 00°26'33" E a distance of 1910.41 feet to a point;

Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;

Thence S 11°15'03" E a distance of 630.20 feet to a point;

Thence S 83°56'03" W a distance of 1996.68 feet to a point;

Thence S 11°10'46" E a distance of 266.61 feet to a point;

Thence S 11°10'46" E a distance of 830.41 feet to a point;

Thence N 83°40'24" E a distance of 169.18 feet to a point;

Thence N 83°40'24" E a distance of 1828.08 feet to a point;

Thence S 11°14'35" E a distance of 60.22 feet to a point;

Thence S 83°40'24" W a distance of 1743.24 feet to a point;

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

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

DESCRIPTION (CONT.)

Thence S 05°50'53" E a distance of 1520.98 feet to a point;

Thence S 06°03'50" E a distance of 1394.36 feet to a point;

Thence N 83°48'29" E a distance of 1144.08 feet to a point;

Thence S 06°08'38" E a distance of 210.55 feet to a point;

Thence N 83°49'22" E a distance of 174.83 feet to a point;

Thence S 06°19'30" E a distance of 510.71 feet to a point;

Thence N 83°40'38" E a distance of 427.22 feet to a point;

Thence N 06°10'48" W a distance of 720.33 feet to a point;

Thence N 06°05'54" W a distance of 300.09 feet to a point;

Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;

Thence N 87°09'18" E a distance of 173.19 feet to a point;

Thence S 06°00'53" E a distance of 1557.43 feet to a point;

Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;

Thence N 05°43'35" W a distance of 192.18 feet to a point;

Thence S 86°58'46" W a distance of 1224.88 feet to a point;

Thence S 06°10'48" E a distance of 318.54 feet to a point;

Thence S 06°10'48" E a distance of 293.67 feet to a point;

Thence S 85°15'33" W a distance of 210.44 feet to a point;

Thence S 06°18'26" E a distance of 403.25 feet to a point;

Thence N 83°49'28" E a distance of 209.48 feet to a point;

Thence S 06°10'48" E a distance of 210.95 feet to a point;

Thence S 83°00'43" W a distance of 627.96 feet to a point;

Thence S 06°10'48" E a distance of 313.50 feet to a point;

Thence N 83°00'43" E a distance of 305.04 feet to a point;

Thence S 06°50'14" E a distance of 161.46 feet to a point;

Thence S 83°49'46" W a distance of 12.37 feet to a point;

Thence S 06°11'08" E a distance of 120.11 feet to a point;

Thence S 83°54'05" W a distance of 246.93 feet to a point;

Thence S 06°07'16" E a distance of 105.86 feet to a point;

BENCHMARK
SURVEYING & MAPPING CO.
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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

Thence S 06°19'44" E a distance of 653.98 feet to a point;

Thence S 83°44'47" W a distance of 693.00 feet to a point;

Thence S 06°06'29" E a distance of 492.71 feet to a point;

Thence S 84°01'23" W a distance of 225.26 feet to a point;

Thence N 09°19'47" W a distance of 498.74 feet to a point;

Thence S 84°05'13" W a distance of 231.00 feet to a point;

Thence S 85°40'52" W a distance of 171.80 feet to a point;

Thence N 05°54'30" W a distance of 648.58 feet to a point;

Thence S 84°11'46" W a distance of 330.30 feet to a point;

Thence S 06°30'15" E a distance of 566.47 feet to a point;

Thence S 83°33'34" W a distance of 200.36 feet to a point;

Thence S 06°35'13" E a distance of 62.58 feet to a point;

Thence S 06°35'13" E a distance of 522.08 feet to a point;

Thence S 84°01'23" W a distance of 463.50 feet to a point;

Thence S 83°50'14" W a distance of 839.16 feet to a point;

Thence N 06°19'26" W a distance of 223.86 feet to a point;

Thence S 83°46'49" W a distance of 255.97 feet to a point;

Thence S 06°08'43" E a distance of 223.60 feet to a point;

Thence S 82°26'49" W a distance of 60.02 feet to a point;

Thence N 06°08'43" W a distance of 225.00 feet to a point;

Thence S 83°46'49" W a distance of 277.90 feet to a point;

Thence S 06°05'16" E a distance of 223.27 feet to a point;

Thence S 83°50'14" W a distance of 1046.26 feet to a point;

Thence N 06°04'55" W a distance of 1073.28 feet to a point;

Thence N 06°10'56" W a distance of 315.01 feet to a point;

Thence N 05°55'44" W a distance of 137.67 feet to a point;

Thence N 84°10'31" E a distance of 400.37' to a point;

Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet, with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;

Thence S 73°55'29" E a distance of 200.00 feet to a point;

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

DESCRIPTION (CONT.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

2/26/07
Date

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

Legal Description
1.000 acre

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

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

thence South 80°56'00" West 1959.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;

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

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

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

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

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

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

STATE OF OHIO
TIMOTHY L. GUIDER
S-7752
REGISTERED PROFESSIONAL SURVEYOR

Date:
Job #97138

DESCRIPTION ACCEPTABLE
1.00 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
IS REQUIRED
DATE 11/20/97
STEVE A. STOLTE
UNION COUNTY ENGINEER

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

AND

the following REAL PROPERTY:
SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

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

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991 (WEST LINE OF SURVEY NO. 2365);

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

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

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

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

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

CONTAINING 2.00 ACRES MORE OR LESS.

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

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

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

AND

SURVEY FOR JOHN ANDREWS
1.604 Acres
December 21, 1999

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided ¼ interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided ¼ interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

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

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

Thence North 09°10'54" West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North 86°15'41" East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

Thence South 09°10'54" East 150.00 feet to an iron pin set;

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

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

ATTEST: Paul R. Clapsaddle

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

STATE OF OHIO
PAUL
R.
CLAPSADDLE
6140
REGISTERED
SURVEYOR

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

VOL 210 PAGE 94

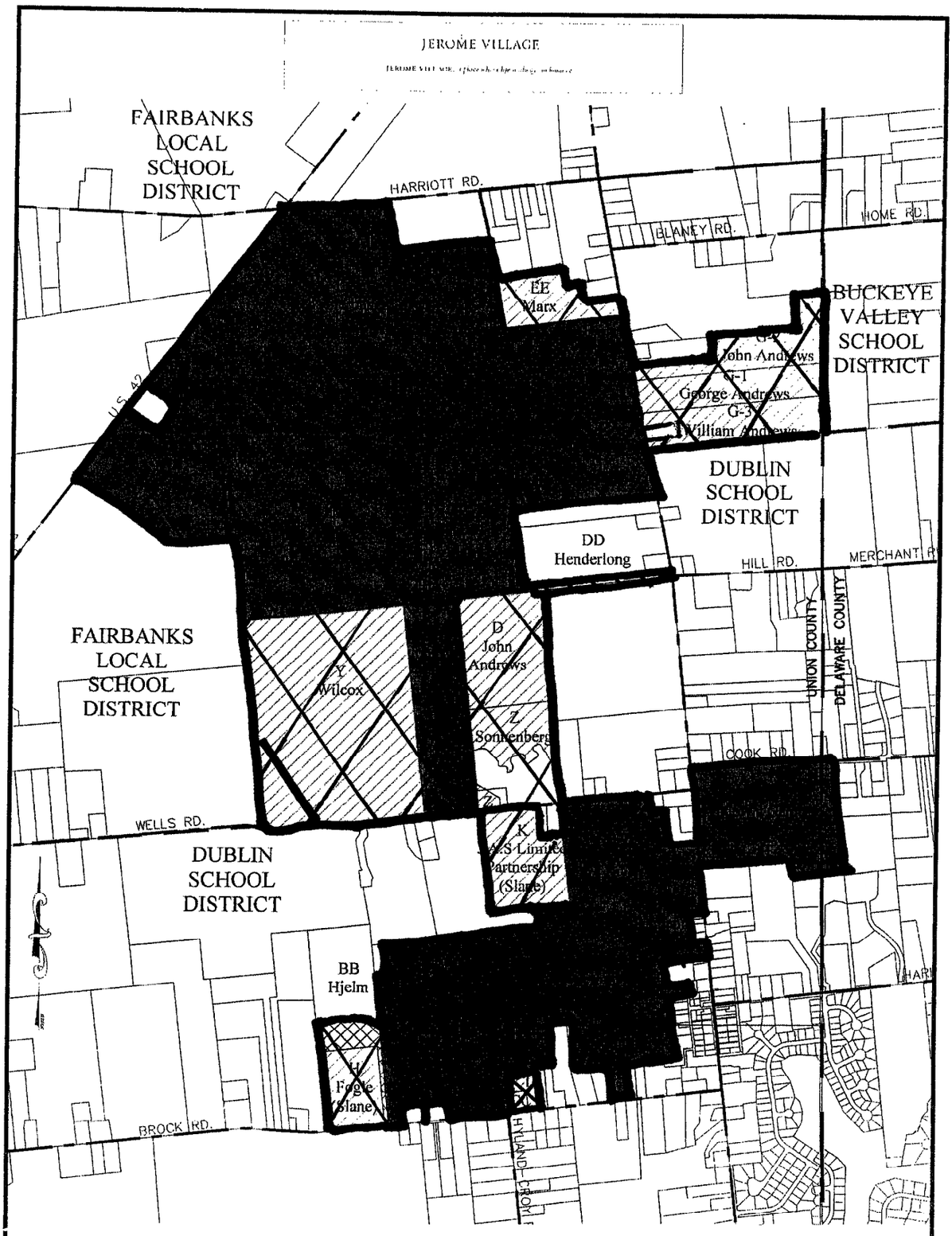
OR 859 PG 331

EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]

OR 859 PG 332



UNION COUNTY, OHIO
JEROME VILLAGE
SEPTEMBER 28, 2007

SCALE HORIZ 1" = 1200'
VERT 1" = N/A

TERRAIN EVOLUTION

1
1

OR 859 PG 333

EXHIBIT C

PROFITS

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

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

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

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

(a) Allocation of net income:

(1) Net rents and royalties from any Parcel are allocable to the Property.

(2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.

(3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.

(4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.

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

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

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

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

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

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

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

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

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

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

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

(B) Compensation is paid within the Property if:

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

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

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

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

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

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

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

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

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

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EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

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

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

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

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

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

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

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therefore, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

IN WITNESS WHEREOF, the Owner[, the Initial Private Developer] and the Community Authority have executed this _____ Supplemental Declaration as of the date first above written.

[SIGNATORY],

[type of entity]

By:_____

Name:_____

Title:_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of [ENTITY], [type of entity], on behalf of the [ENTITY].

_____

Notary Public

This document prepared by:

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TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 FEB 23 PM 12:38
852.00

TRANSFER NOT NECESSARY
MARY H. SNIDER, Auditor

375562

JEROME VILLAGE

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

3

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

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MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

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

STATEMENT OF PURPOSE

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

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

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

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

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

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

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

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

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

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

ARTICLE I. APPLICABILITY

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

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

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

ARTICLE II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements;

D. Establishment of requirements for Jerome Village and use of the Property;

E. To create, maintain and preserve the quality of life for all Owners and residents of Jerome Village; and

F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, and the collection of funds to fulfill its objectives.

ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

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

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

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

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

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

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

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

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

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

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

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

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

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

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. EASEMENTS AND LICENSES

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

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

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

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

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

storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

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

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

ARTICLE VII. THE MASTER ASSOCIATION

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

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

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

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

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

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

ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION

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

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not

terminate a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

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

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

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

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

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

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

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

ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

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

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

and by acceptance of a deed to a Lot, Unit or Multi-Family Parcel, every Lot, Unit or Multi-Family Parcel Owner agrees to and acknowledges being a Member of the Residential Property Owners Association. Membership in the Residential Property Owners Association is a right appurtenant to and inseparable from a Lot, Unit or Multi-Family Parcel Owner's fee simple title in a Lot, Unit or Multi-Family Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot, Unit or Multi-Family Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Lot, Unit or Multi-Family Parcel Owner's membership. No Lot, Unit or Multi-Family Parcel Owner, whether one or more Persons, shall have more than one membership per Lot, Unit or Multi-Family Parcel owned. In the event a Lot, Unit or Multi-Family Parcel Owner consists of more than one Person, such Persons shall have one membership in the Residential Property Owners Association as tenants in common.

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

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

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

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

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

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

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

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

ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

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

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

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

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

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

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property

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owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

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

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

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

1. information that pertains to personnel matters;

2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners; and

5. information, the disclosure of which is prohibited by state or federal law.

ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

ARTICLE XIII. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole

benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

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

ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

ARTICLE XV. ADJOINING OWNER PROPERTY

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

ARTICLE XVI. COMMON PROPERTY

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

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

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

ARTICLE XVII. SUB-ASSOCIATIONS

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

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

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

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

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

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

ARTICLE XIX. MISCELLANEOUS

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

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

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such

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

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not

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

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

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

1. any amendment of this Master Declaration or the Bylaws;

2. any termination of the Master Association; and

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

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

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

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

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

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Signature page to follow.

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

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

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

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

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

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

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

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

Stewart Title Agency
of Columbus Box

201011153 cm

OR 907 PG 614

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

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

By: _____
Name: Dan Stang
Title: Member

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 3rd day of February, 2011, by Dan Stang, the Member of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

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

_____
Notary Public MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

{00019142-16}

OR 907 PG 615

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

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

CHRISTINE S. MARX,
as an Adjoining Owner

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

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

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

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

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

{00019142-16}

OR 907 PG 616

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

SCOTT E. SONNENBERG,
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Adjoining Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

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

NOTARIAL SEAL STATE OF OHIO

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

Janice L. Gresko
Notary Public

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

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

NOTARIAL SEAL STATE OF OHIO

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

Janice L. Gresko
Notary Public

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

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

Barbara J. Wilcox

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

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

NOTARIAL SEAL STATE OF OHIO

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

Charles G. Kaps
Notary Public

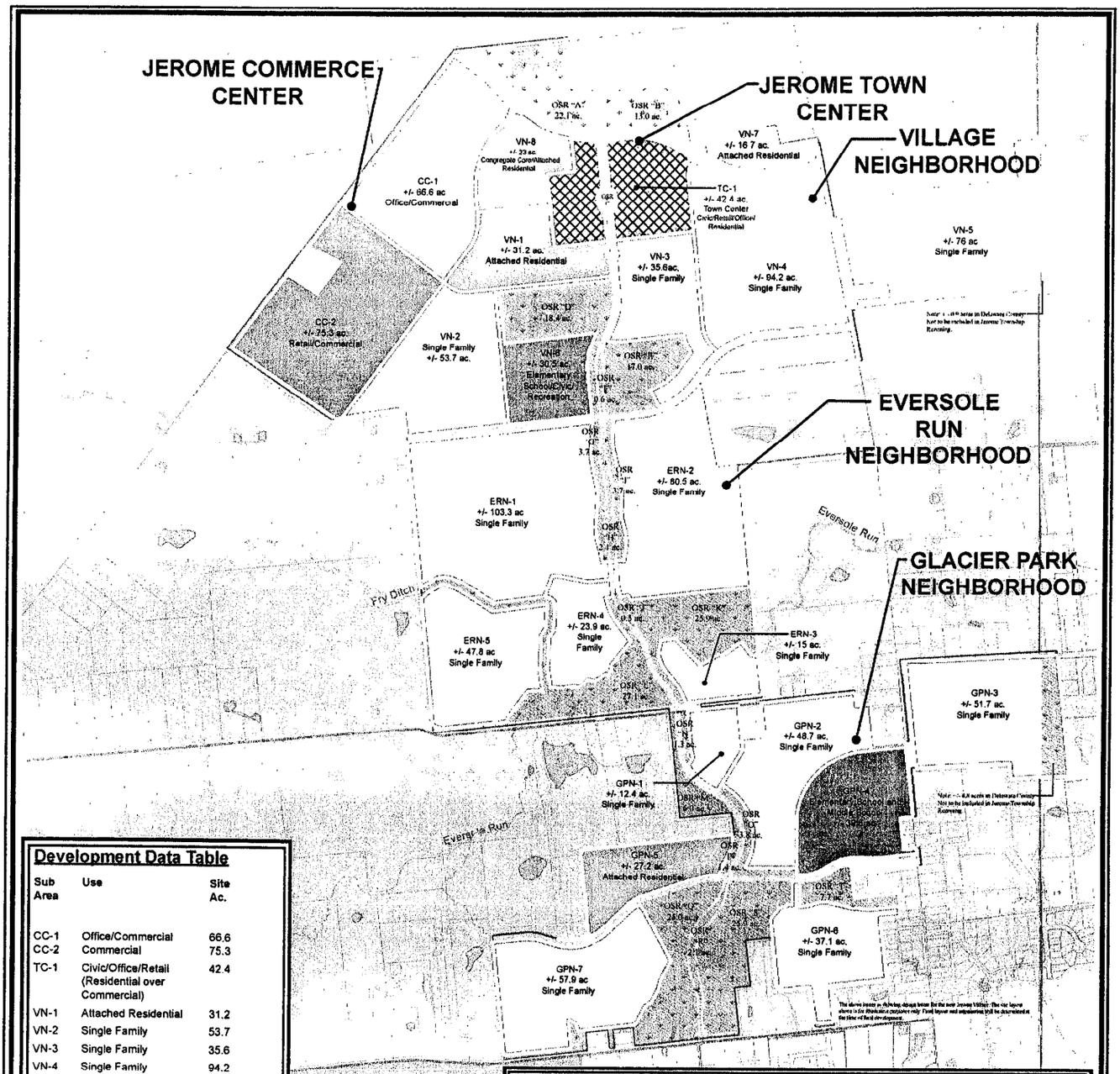
{00019142-16}

OR 907 PG 618

LIST OF EXHIBITS

EXHIBIT A	Master Plan Area for Jerome Village
EXHIBIT B	Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration
EXHIBIT C	Initial Property owned by Adjoining Owners Subject to this Master Declaration
EXHIBIT D	Open Space Plan for Common Property
EXHIBIT D-1	Delaware County Open Space
EXHIBIT E	Bylaws of the Master Association

EXHIBIT A
MASTER PLAN AREA FOR JEROME VILLAGE



Development Data Table

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
	Totals	**1020.2 ac.**

Public Spaces Data Table

Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5
GPN-4	Elementary & Middle Schools	39.8
OSR "A"	Open Space Reserve	22.1
OSR "B"	Open Space Reserve	13.0
OSR "C"	Open Space Reserve	0.7
OSR "D"	Open Space Reserve	18.4
OSR "E"	Open Space Reserve	17.0
OSR "F"	Open Space Reserve	0.6
OSR "G"	Open Space Reserve	3.7
OSR "H"	Open Space Reserve	2.1
OSR "I"	Open Space Reserve	3.7
OSR "J"	Open Space Reserve	0.5
OSR "K"	Open Space Reserve	25.9
OSR "L"	Open Space Reserve	27.1
OSR "M"	Open Space Reserve	6.0
OSR "N"	Open Space Reserve	1.3
OSR "O"	Open Space Reserve	3.8
OSR "P"	Open Space Reserve	1.4
OSR "Q"	Open Space Reserve	25.0
OSR "R"	Open Space Reserve	2.1
OSR "S"	Open Space Reserve	25.9
OSR "T"	Open Space Reserve	7.7
	Totals	**278.3**

Sub Area Land Use Plan

JEROME VILLAGE

OR 907 PG 620

Developer:
Nationwide Realty Investors

EXHIBIT B
INITIAL PROPERTY OWNED BY THE DECLARANT AND THE MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION

Tract A (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract;

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26

OR 907 PG 621

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 1/4" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 1/4" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

Tract B (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

Tract F (Highland Capital Partners, LLC)

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

Tract J (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, etal tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 1/4" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a 3/4" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.

OR 907 PG 625

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

Tract C (Hufnagle)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669. Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

Tract E (Weeks Family Limited Partnership)

Parcel 1

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14'19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a ¾ inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

Parcel 2

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

OR 907 PG 627

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527 , South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

Tract H (Yerke)

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

Tract L (Highland Capital Partners, LLC)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Priday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Priday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

Tracts N & R
Parcel 1 (Miller)

Situated in Virginia Military Survey 3005, Jerome Township, Union County. State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 14' 40" West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South 83° 43' 01" West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South 83° 06' 35" West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North 06° 15' 42" West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North 83° 35' 44" East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South 11° 13' 29" East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North 83° 19' 38" East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 40" East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South 83° 43' 01" West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

Parcel 2 (Bonta)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christoper Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

OR 907 PG 631

Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

Tract O (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 ½" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 ¼" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 ¼" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 ¼" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off ¾" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

Tract P (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

Tract Q (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338 , Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly lien of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a ¾ inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

Tract T (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a ¾ inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

Tract U (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a ¾ inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

Tract V (Newman)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

Tract W (Mechenbier)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a ¾ inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

Tract X (Fry)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a ¾ inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a ¾ inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a ¾ inch diameter iron pipe found at 33.04 feet) to a ¾ inch diameter iron pipe found;

Thence South 83° 57' 41" West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

Tract Y

Parcel 1 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North 83° 21' 07" East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGNNING;

Thence North 06° 46' 09" West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South 11° 20' 11" East a distance of 891.26 feet to a ½ inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South 83° 40' 24" West a distance of 1105.10 feet (passing a ¾ inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South 83° 21' 07" West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

Parcel 2 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

Parcel 3 (Weeks)

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

Tract AA (Johnston)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

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Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32' East a distance of 1391. 26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

Tract DD (Henderlong)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

Tract FF (Select Sires)

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

Tract KK (Williams)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a ¾ inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

Tract United Methodist Church

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company , L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

Former Barbara Wilcox, Trustee Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294. Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

EXHIBIT D
Open Space Plan for Common Property

Public Open Space Plan

JEROME VILLAGE

Where Life Flourishes

The above master planning concept is for the entire Jerome Village. The lots layout shown is for illustrative purposes only. Final layout and engineering will be determined at the time of final development.

Developer:
Nationwide Realty Investors

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EXHIBIT E

BYLAWS
(CODE OF REGULATIONS)
OF
JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC.

SECTION I: NAME AND LOCATION

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

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

SECTION II: DEFINITIONS

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

SECTION III: MASTER ASSOCIATION

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

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

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

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

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

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

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

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

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

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

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

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

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

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

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

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

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

SECTION IV: BOARD OF DIRECTORS

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

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

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

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

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

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

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

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

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common

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receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

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

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

(f). procure and maintain insurance and bonds, as provided in the Master Declaration and as the Board deems advisable;

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

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

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The

managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

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

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

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

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

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

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

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

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

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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.

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SECTION IX: ADMINISTRATIVE EXPENSES

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

SECTION X: INDEMNIFICATION

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

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in

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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.

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

(a). Property insurance on the Common Property;

(b). Liability insurance pertaining to the Common Property;

(c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XI: AMENDMENTS

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

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Signature Page Follows

OR 907 PG 656

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2011.

JEROME VILLAGE COMPANY, LLC, an
Ohio limited liability company

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

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

OR 907 PG 657

Former John Andrews Trustee Tract (I)

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John. R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

Former John Andrews Trustee Tract (II)

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605. 86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

Former William Henry Andrews Tract

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blancy Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing

an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South 84° 11' 51" West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North 84° 11' 52" East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North 11° 15' 03" West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South 84° 11' 52" West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

Former George Edward and Rebecca Andrews Tract

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North 84° 12' 06" East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 454.81 feet to an iron pin set;

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South 84° 11' 55" West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

OR 907 PG 661

Tract Hjelm

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1363.80 feet to a survey nail found;

Thence North 06° 03' 56" West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South 83° 51' 24" West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North 06° 10' 56" West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North 05° 55' 44" West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North 84° 10' 31" East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South 84° 52' 29" East for a distance of 226.04 feet, and a delta angle of 21° 54' 00" to a 5/8 inch diameter iron pin found;

Thence South 73° 55' 29" East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South 06° 00' 55" East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.

BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 0.478 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres,** more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESIONAL SURVEYOR

January 11, 2011
Date
Rev: 2/5/11

Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 664

BENCHMARK

SURVEYING & MAPPING COMPANY, INC.

70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 1.342 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North 06° 00' 55" West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 15° 54' 56", a chord bearing North 88° 12' 18" West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North 06° 00' 55" West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South 73° 55' 29" East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for an **arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

January 11, 2011
Date
Rev: 2/4/11

Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 666

EXHIBIT C
INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION

Wilcox Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05°17'33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

Less and Except

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

OR 907 PG 667

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294. Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

OR 907 PG 668

JAS

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS

0697 PG 0669

WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR UTILITIES AS MORE PARTICULARLY SET FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

Marx

EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750), and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helen L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

Sonnenberg Tract 1

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 29" West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South 83° 48' 29" West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 59' 32" West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of 90° 14' 54", and a chord bearing South 51° 06' 59" East a distance of 403.92 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.

OR 907 PG 672

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

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

16.109 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the ***TRUE POINT OF BEGINNING***;

Thence **North 84° 24' 03"West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59"West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27"West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51"West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17"West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;

OR 907 PG 673

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

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

Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the ***TRUE POINT OF BEGINNING*** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date

OR 907 PG 674

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

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

19.130 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the ***TRUE POINT OF BEGINNING***;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;

OR 907 PG 675

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

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

Thence along the grantors easterly line and the westerly line of said 7.637 acre tract **South 06° 03' 50" East** a distance of **583.24 feet** (passing an iron pin set at 553.24 feet) to the ***TRUE POINT OF BEGINNING*** and containing **19.130 acres**, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date
Revised: Mar.20, 2009

OR 907 PG 676

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, June 9, 2025 2:31 PM
To: Brad Bodenmiller
Cc: Casey Tuck
Subject: RE: ERN-8 Phase 2 Final Plat - Bond & other comments

The bond has been approved.

Luke Sutton, PE
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3168
lsutton@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, June 9, 2025 1:50 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: RE: ERN-8 Phase 2 Final Plat - Bond & other comments

Wondering about the bond for this one. I should be good otherwise.

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Brad Bodenmiller
Sent: Friday, June 6, 2025 11:04 AM
To: Luke Sutton (lsutton@unioncountyohio.gov) <lsutton@unioncountyohio.gov>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: ERN-8 Phase 2 Final Plat - Bond & other comments

Luke,

Has the bond for **Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Pla**t been approved by the Union Co (U) Commissioners?

I received notes/a mark-up from Chris and his team. Do you have any additional comments?

Bradley Bodenmiller
Director | LUC Regional Planning Commission

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Thursday, May 29, 2025 3:44 PM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Heather Martin; Ashleigh King; Richard Kurtz
Subject: RE: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat
Attachments: ERN8-2Pg1MpRmRev.pdf; ERN8-2Pg2MpRmRev.pdf; ERN8-2Pg3MpRmRev.pdf

Good afternoon,

Items are marked in red on the attached plats.

I have the plat reviewed and the items that I see as needing attention are the following:

Page 1 Item 1: Under the Jerome Village Blanket Notes (top right) -Two of the flood plain references can be taken off. Also, the two that apply had two different effective dates. I added that additional date.
Item 2: Under the Surveyor Certification (bottom left) - a few of the acreages shown weren't matching the numbers at the top in the Area Summary. I noted what I believe is correct.

Page 2 Item 3: The distance on the west side of Lots 2560-2551 for the total line should be 651.00'
* check the date on the bottom left. The first page has a different date.

Page 3 Item 4**:** It would be helpful to have a bearing and distance on the west side of Open Space C.
Item 5: Jerome Village Community Authority reference is now a platted subdivision-Eversole Run Neighborhood Sec. 6 Phase 2 P.B. 6, Pg. 11
Item 6: Yoho's property reference is 2.895 acres instead of 9.990 acres
Item 7: On the north line of Lot 2488 the distance should be 138.00' instead of 254.00'
Item 8: On the east side of Open Space C a couple of arrow leaders would help. The other places like this consistently have them and I had trouble with closure because I was reading it incorrectly.
*check the date on the bottom left. The first page has a different date.

I will be gone all of next week, so you may need to speak to Ashleigh King if you need anything while I am out.
aking@unioncountyohio.gov

Thanks,
Chris

Chris Clapsaddle
Mapping Manager
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3121
cclapsaddle@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat**. Paper copies are being delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

KORDA

Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-8961 WEB www.korda.com

DEVELOPER:
Jerome Village Company, LLC
375 North Front Street, Suite 200
Columbus, OH 43215

JEROME VILLAGE
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.

LUC. R.P.C. FILE #_____

LOCATION MAP (Not to scale)

SHEET INDEX

Sheet 1 - Title/Signature Sheet
Sheet 2 - Detail Sheet
Sheet 3 - Detail Sheet

VMS ACREAGE BREAKDOWN:

VMS	Acres
2990	43.449

AREA SUMMARY:

Road right of Way (County)	0.456 Acres
Road right of Way (Township)	7.171 Acres
Lots	24.327 Acres
Open Space	11.495 Acres
Total	43.449 Acres

LOT SUMMARY:

55' Lot Width	21
60' Lot Width	5
65' Lot Width	65
70' Lot Width	20
75' Lot Width	5
Total	116

MINIMUM LOT SIZE:

55' Lot Width	7,150 Sq.Ft.
60' Lot Width	7,800 Sq.Ft.
65' Lot Width	8,450 Sq.Ft.
70' Lot Width	9,100 Sq.Ft.
75' Lot Width	9,750 Sq.Ft.

PARCEL ACREAGE BREAKDOWN:

Parcel Number	Map/GIS Number	Acres
1700100230000	1270000002000	43.449 Acres

DENSITY:

GROSS (Lots/Total Area)	2.670 du/ac
NET (Lots/Lot Area)	4.768 du/ac

SETBACKS:

	55' Lot Width	60' Lot Width	65' Lot Width	70' Lot Width	75' Lot Width
Front Yard	20 Ft.	20 Ft.	20 Ft.	20 Ft.	20' Ft.
Rear Yard	20 Ft.	20 Ft.	30 Ft.	30 Ft.	30 Ft.
Side Yard	5 Ft.	5 Ft.	5 Ft.	5 Ft.	5 Ft.

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

Residential & Commercial

1) 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.

2) N/A

3) Grading of the storm water retention areas shall not be changed.

4) N/A

5) The lot owner and his successors and assigns agree to assume any and all maintenance charges which are established by the Union County Commissioners for this subdivision.

6) N/A

6a) No construction may begin or building started without the individual lot owner obtaining zoning, building, water and 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 and Sewer Tap permits are obtained from the applicable service provider.

7) The lot owner and his successors and assigns agree to assume any and all sanitary sewer and water service charges which are established by the applicable provider.

8) All construction shall meet the requirements of the Township, Union County and other applicable code authorities.

Residential Only

11) Downspout drains shall not be connected directly to road underdrains.

Miscellaneous Restrictions/Notes

24) This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first getting permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimming from lawns, tree, bushes, plants, ect. or other wastes that you may generate on agricultural land. Dispose of waste appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent lands on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.

25) Parking: Union County may restrict or eliminate on-street parking along the side of pavement within Applewood Drive, Larkleaf Drive, River Birch Road and Warbler Way. The owners of the simple fee titles to all of the lots in Jerome Village Eversole Run Neighborhood Section 8 Phase 1, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.

28) Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Ohio Edison, telephone service is provided by frontier Communications or Time Warner and natural gas is provided by Columbia Gas.

Jerome Village Blanket Restrictions

1) No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Ravenhill Parkway, Wells Road, Ryan Parkway or Brock Road.

2) Driveways for individual lots, whether commercial, residential or other, shall not be permitted major or minor collector roads. All driveways shall connect to local roads within a sub area.

3) All new local road connections are subject to stopping sight distance and intersection sight distance requirements.

4) All restrictions are minimum requirements. If conflict arises between access restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, ect.) the intersection improvement shall govern and access restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.

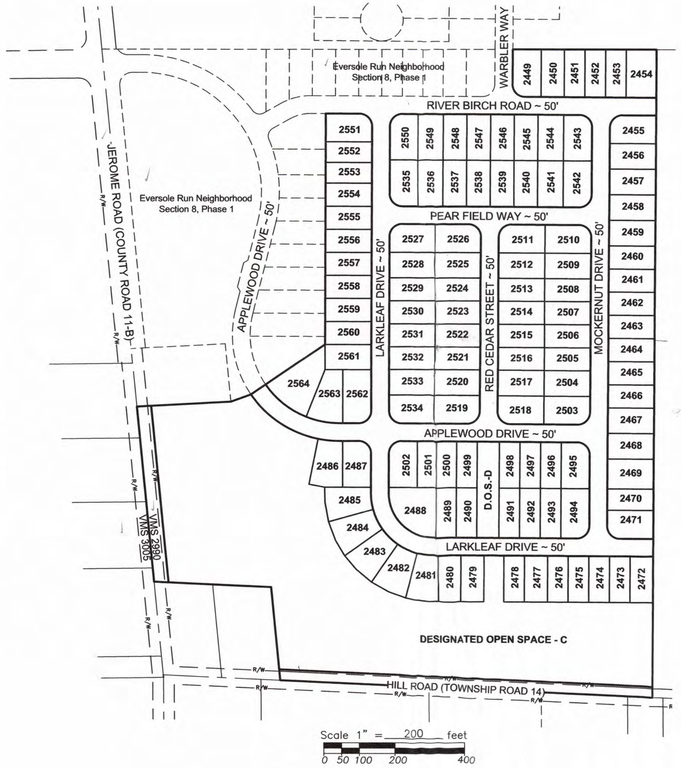
5) If conflict arises between the access restrictions and Union County access management standards, the County Engineer shall determine which standard is to be applied.

6) No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Ravenhill, Ewing, Joshua or Home Road.

7) No on-street parking within Eversole Run Neighborhood Section 8 Phase 1.

8) Open spaces, whether existing or created during platting of a pod, or during development of a commercial, residential or other type of lot, shall be connected as much as possible to the open space dedicated along Hyland-Croy Road. Connections shall be directly adjacent to the open space along Hyland-Croy Road, or, if the open spaces do not have adjacent property lines, connection shall be made through contiguous open space, where possible.

9) Future local road locations are subject to approval by the Union County Engineer. Final location and design shall be submitted to and approved by the County Engineer prior to platting of lots, groups of lots or pods.



Jerome Village Blanket Notes

Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the federal Emergency Management Agency Flood Insurance Rate Maps, ~~Map Number 39159C0380D~~, 39159C0385D, ~~39159C0390D~~ and 39159C0395D, effective dates December 16, 2008, 39159C0385D is a non-printed panel with no flood hazard areas.

Note B: Be advised, a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.

Note C: All storm water drainage including flood routing, open ditches and basins which accept storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a seperate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.

Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, ect. shall be removed from streams that will be part of the Union County ditch maintenance program.

Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil and Water Conservation District for access to said streams prior to acceptance.

Note F: Removed (not applicable to ERN 8-2)

Note G: Existing and proposed trees are allowed within right of way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.

Note H: Vegetated swales, including rain gardens & bio swales are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8" and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.

Note I: Removed (not applicable to ERN 8-2)

Note J: Mounding, landscaping or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

Jerome Village Variances

1. Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village Resolution #23-442, dated 11-04-23.

Situated in the State of Ohio, Union County, Jerome Township, Virginia Military Survey No. 2990 and being part of an 57.559-Acre tract of land conveyed to The Jerome Village Company, LLC by deed of record in Instrument Number 202304040002280.

Know all men by these presents that Jerome Village Company, LLC, owner of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate all right of way and easements shown hereon to the Public use forever.

In witness thereof, the following have set their

hand this _____ day of _____, 2025

Jerome Village Company, LLC

By: Nationwide Realty Investors, Ltd., its manager

By: _____
James K. Rost, Vice President

Signed and acknowledged in the presence of:

Signature: _____
Witness

Printed Name: _____

Signature: _____
Witness

Printed Name: _____

STATE OF OHIO
COUNTY OF FRANKLIN

Before me a Notary Public in and for said County personally came James K. Rost, Vice President of Nationwide Realty Investors, Ltd., and manager of Jerome Village Company, LLC, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

By: _____ My Commission expires: _____
Notary Public

Notary Stamp

Utility Easements

We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, 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

We the undersigned owners of the platted land, do hereby grant unto Union County and their successors and assigns (hereinafter referred to the 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 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.

Zoning Note

At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

Basis of Bearings:

The bearings shown upon this plat are based on the centerline of Jerome Road being N 11° 15' 03" W as referenced to the Ohio State Plane Coordinate System (North Zone) NAD 83 (NSRS 2011).

SURVEYOR CERTIFICATION:

Korda/Nemeth Engineering, Inc. does hereby certify the following:

1. The accompanying plat represents a subdivision of land in VMS No. 2990, Jerome Township, Union County, Ohio.
2. The tract has an area of 7.506 acres in streets, 24.327 acres in lots, and 11.616 acres in Reserves making a total of 43.449 acres.
3. This plat was prepared based on a field survey performed in December, 2022 by Korda/Nemeth Engineering Inc.
4. All dimensions are shown in U.S. Survey Feet and decimal parts thereof. All measurements on curves are Chord Distances (CH) or arc distances (L).
5. See Sheet 2 & Sheet 3 for Centerline, Property and Easement data.
6. This property is located in flood Zone "X" per F.E.M.A.Community Panel No. 39159C0385D dated December 16, 2008 and F.E.M.A.Community Panel No. 39159C0395E dated September 21, 2023.
7. Monumentation set at the locations shown hereon consists of a 5/8" x 30" iron pin set with a yellow plastic cap bearing the inscription "KORDA/NEMETH ENGINEERING". Right of way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
   a. Additional Monuments shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the lot being sold.
8. I hereby certify that the accompanying plat is a correct representation of Eversole Run Neighborhood Section 8 Phase 2 as surveyed.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

Signed and sealed this 15th day of May, 2025.

_____
REGISTERED SURVEYOR NO. 7803

Drafted by: Shawn Free

Reviewed this ____ day of _____, 2025 _____
Chairman, Jerome Township Trustees

Approved this ____ day of _____, 2025 _____
Union County Engineer

Approved this ____ day of _____, 2025 _____
County Health Department

Approved this ____ day of _____, 2025 _____
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 _____, 2025 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 _____, 2025 _____
Union County Commissioner

_____
Union County Commissioner

_____
Union County Commissioner

Transferred this ____ day of _____, 2025 _____
Union County Auditor

Filed for record this ____ day of _____, 2025 at _____ am/pm

Recorded this ____ day of _____, 2025 at _____ am/pm in

Plat Book _____, Page _____,

Slide _____

_____
Union County Recorder

Recorder's Sticker

 Date: MAY 15, 2025

KORDA
Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL. 614-487-1650 FAX 614-487-8981 WEB www.korda.com

DEVELOPER:
Jerome Village Company, LLC
375 North Front Street, Suite 200
Columbus, OH 43215

JEROME VILLAGE
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.

Scale 1" = 60 feet
0 15 30 60 120

RAVENHILL PARKWAY~80'
JEROME ROAD (COUNTY ROAD 11-B)
VMS 2990
VMS 3005
N

Village Neighborhood Section 5, Phase 1 Amended DOS-B Plat Book 6, Page 21 A,B,C,D
Village Neighborhood Section 5, Phase 1 Amended DOS-E Plat Book 6, Page 21 A,B,C,D
Eversole Run Neighborhood Section 8, Phase 1 DOS-B Plat Book 6, Page 219 A & B
Eversole Run Neighborhood Section 6, Phase 1 DOS-B Plat Book 5, Page 385 A,B,C,D

DESIGNATED OPEN SPACE - A 0.627 Ac.
DESIGNATED OPEN SPACE - C 11.232 Ac.

WARBLER WAY ~ 50'
RIVER BIRCH ROAD ~ 50'
LARKLEAF DRIVE ~ 50'
APPLEWOOD DRIVE ~ 50'
PEAR FIELD WAY ~ 50'
RED CEDAR STREET ~ 50'
MOCKERNUT DRIVE ~ 50'

LOT 2439 LOT 2440 LOT 2441 LOT 2442 LOT 2443 LOT 2444 LOT 2445 LOT 2446 LOT 2447 LOT 2448
LOT 2449 0.240 Ac. LOT 2450 0.200 Ac. LOT 2451 0.179 Ac. LOT 2452 0.180 Ac. LOT 2453 0.180 Ac. LOT 2454 0.264 Ac.
LOT 2455 0.233 Ac. LOT 2456 0.215 Ac. LOT 2457 0.215 Ac. LOT 2458 0.215 Ac. LOT 2459 0.215 Ac. LOT 2460 0.195 Ac. LOT 2461 0.195 Ac. LOT 2462 0.195 Ac. LOT 2463 0.195 Ac. LOT 2464 0.195 Ac. LOT 2465 0.195 Ac. LOT 2466 0.195 Ac. LOT 2467 0.215 Ac. LOT 2468 0.215 Ac.
LOT 2550 0.233 Ac. LOT 2549 0.215 Ac. LOT 2548 0.198 Ac. LOT 2547 0.198 Ac. LOT 2546 0.198 Ac. LOT 2545 0.198 Ac. LOT 2544 0.215 Ac. LOT 2543 0.233 Ac.
LOT 2535 0.233 Ac. LOT 2536 0.215 Ac. LOT 2537 0.198 Ac. LOT 2538 0.198 Ac. LOT 2539 0.198 Ac. LOT 2540 0.198 Ac. LOT 2541 0.215 Ac. LOT 2542 0.233 Ac.
LOT 2551 0.233 Ac. LOT 2552 0.173 Ac. LOT 2553 0.173 Ac. LOT 2554 0.194 Ac. LOT 2555 0.194 Ac. LOT 2556 0.194 Ac. LOT 2557 0.194 Ac. LOT 2558 0.194 Ac. LOT 2559 0.194 Ac. LOT 2560 0.194 Ac. LOT 2561 0.215 Ac.
LOT 2564 0.392 Ac. LOT 2563 0.264 Ac. LOT 2562 0.271 Ac.
LOT 2527 0.233 Ac. LOT 2526 0.233 Ac. LOT 2528 0.215 Ac. LOT 2525 0.215 Ac. LOT 2529 0.194 Ac. LOT 2524 0.194 Ac. LOT 2530 0.194 Ac. LOT 2523 0.194 Ac. LOT 2531 0.194 Ac. LOT 2522 0.194 Ac. LOT 2532 0.194 Ac. LOT 2521 0.194 Ac. LOT 2533 0.215 Ac. LOT 2520 0.215 Ac. LOT 2534 0.233 Ac. LOT 2519 0.233 Ac.
LOT 2511 0.233 Ac. LOT 2510 0.233 Ac. LOT 2512 0.215 Ac. LOT 2509 0.215 Ac. LOT 2513 0.194 Ac. LOT 2508 0.194 Ac. LOT 2514 0.194 Ac. LOT 2507 0.194 Ac. LOT 2515 0.194 Ac. LOT 2506 0.194 Ac. LOT 2516 0.194 Ac. LOT 2505 0.194 Ac. LOT 2517 0.215 Ac. LOT 2504 0.215 Ac. LOT 2518 0.233 Ac. LOT 2503 0.233 Ac.
LOT 2574 LOT 2573 LOT 2572 LOT 2571 LOT 2570 LOT 2569 LOT 2568 LOT 2567 LOT 2566 LOT 2565

Steven Wayne Cosgray
Mark Layne Cosgray
Bruce Ward Cosgray
Inst.#201902270001383
Deed Book 342, Page 597
1 Acre

Daniel Kirk Marker
Whitney A. Marker
Inst.#201804030002505
1.646 Acres

John David Boyers
Pamela J. Boyers
Trustees
O.R.333, Pg.907
60 Acres

LEGEND:
⊗ - Post found
○ - 3/4" Ø Iron pipe fnd.
⊠ - 3/4" Sq. Iron bar fnd.
● - 5/8"x30" Iron pin set with yellow plastic cap bearing the inscription "KORDA/NEMETH ENGINEERING"
◎ - 5/8" Iron pin found
△ - Railroad spike found
▲ - Railroad spike set
○ - Survey nail found
● - Survey nail set
□ - Stone found
[M] - Monument box assembly found
B.S.- Building Setback Line

KORDA
Korda/Nemeth Engineering, Inc - Consulting Engineers
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010
TEL 614-487-1650 FAX 614-487-8981 WEB www.korda.com

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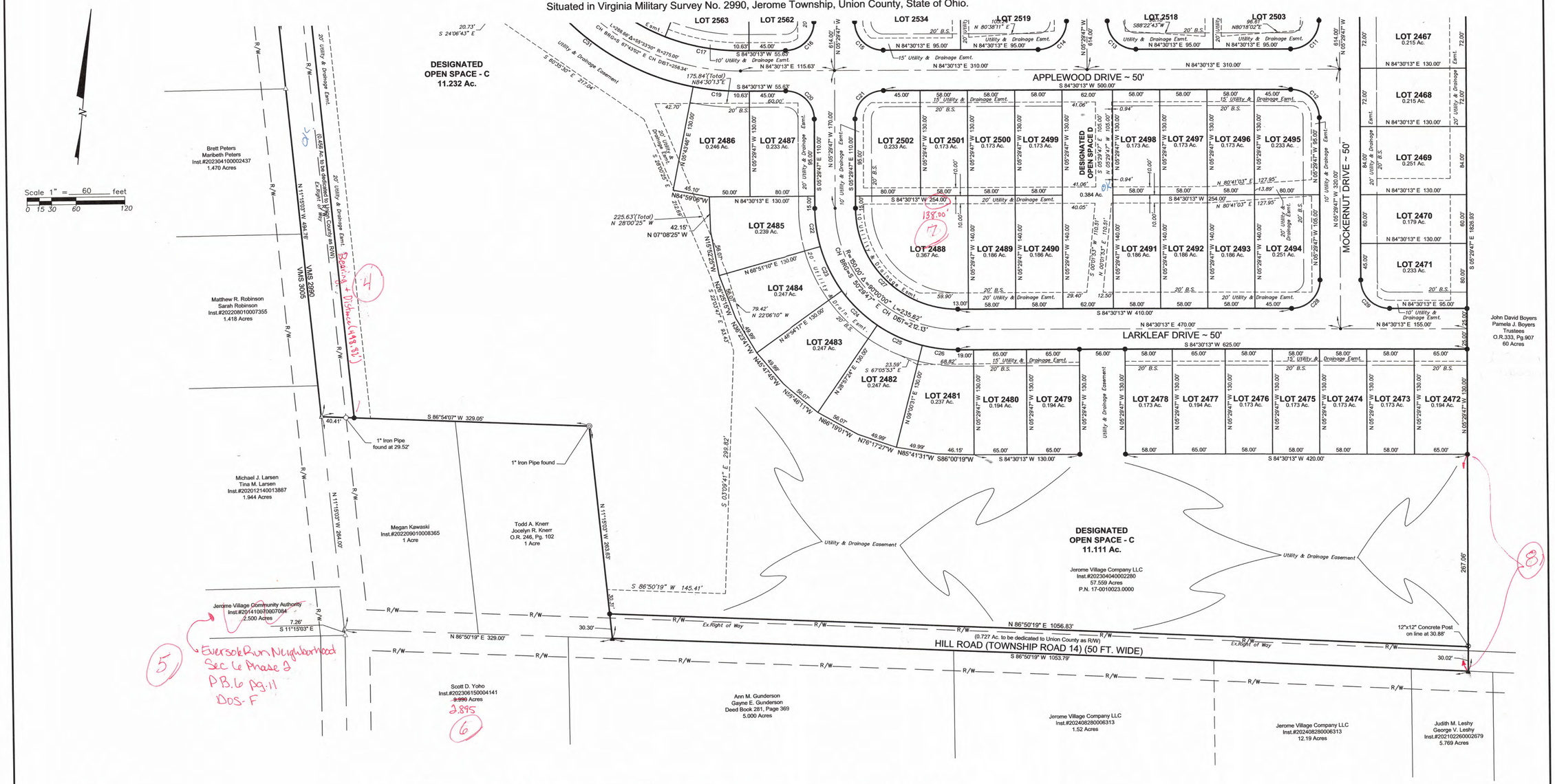
EVERSOLE RUN NEIGHBORHOOD SECTION 8 PHASE 2

Situated in Virginia Military Survey No. 2990, Jerome Township, Union County, State of Ohio.



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- ◎ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- ○ - Survey nail found
- ● - Survey nail set
- □ - Stone found
- Ⓜ - Monument box assembly found

B.S.- Building Setback Line

LOT CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.00'	55.07'	49.56'	N 50°25'24" W	90°08'46"
C2	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C3	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C4	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C5	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C6	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C7	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C8	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C9	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C10	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"
C11	35.00'	54.98'	49.50'	S 39°30'13" W	90°00'00"
C12	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C13	35.00'	54.98'	49.50'	N 50°29'47" W	90°00'00"
C14	35.00'	54.98'	49.50'	N 39°30'13" E	90°00'00"
C15	35.00'	54.98'	49.50'	S 50°29'47" E	90°00'00"

C16	35.00'	54.98'	49.50'	N 39°30'13" E 90°00'00"
C17	250.00'	94.63'	94.06'	S 84°39'10" E 21°41'14"
C18	250.00'	147.79'	145.65'	N 56°52'25" W 33°52'17"
C19	300.00'	58.78'	58.38'	S 89°53'01" E 11°13'33"
C20	35.00'	54.98'	49.50'	S 50°29'47" E 90°00'00"
C21	35.00'	54.98'	49.50'	S 39°30'13" W 90°00'00"
C22	175.00'	47.80'	47.35'	N 13°19'18" W 15°39'03"
C23	175.00'	60.93'	60.62'	N 31°07'17" W 19°56'53"
C24	175.00'	60.93'	60.62'	S 51°04'10" E 19°56'53"
C25	175.00'	60.93'	60.62'	S 71°01'03" E 19°56'53"
C26	175.00'	44.30'	44.18'	S 88°14'38" E 14°30'18"
C27	125.00'	196.35'	176.78'	N 50°29'47" W 90°00'00"
C28	35.00'	54.98'	49.50'	N 39°30'13" E 90°00'00"
C29	35.00'	54.98'	49.50'	S 50°29'47" E 90°00'00"
C30	35.00'	54.98'	49.50'	S 50°29'47" E 90°00'00"
C31	300.00'	232.13'	226.38'	N 62°06'15" W 44°19'58"

Brad Bodenmiller

From: Chad Green <cgreen@marysvilleohio.org>
Sent: Thursday, May 29, 2025 7:30 AM
To: Brad Bodenmiller
Subject: June LUC Comments

Brad

Here are the City's comments for the June meeting.

Curry Farm, Phase 1 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Curry Farm, Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Glacier Pointe, Section 5, Phase 1 – Final Plat

- The standard Utility Easement language naming the utilities is missing. The following language shall be added to the final plat: *We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, right to install, repair, augment and maintain service cables and pipelines 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.*

Chad Green, P.E.
Assistant City Engineer

City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7376 (office)
cgreen@marysvilleohio.org

Brad Bodenmiller

From: Eric Snowden <esnowden@jerometownship.com>
Sent: Thursday, May 29, 2025 2:24 PM
To: Brad Bodenmiller
Cc: Casey Tuck; Heather Martin
Subject: RE: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat
Attachments: 202506 - ERN-8 Phase 2 - Final Plat - Comment Letter to LUCRPC.pdf

Hello Brad,

See attached.

ES

Eric Snowden, AICP
Zoning Inspector/Planning Coordinator
Jerome Township, Union Co.
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614-873-4480

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat**. Paper copies are being delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Jerome Township Zoning Department

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

May 29, 2025

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

Re.: Glacier Pointe Section 8 Phase 2 – Final Plat

Dear Mr. Bodenmiller,

I have received the notification of application for approval of the final plat known as Glacier Pointe Section 5 Phase 1 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD), in accordance with the provisions of Case #PD06-110, as amended. A detailed development plan, Case #PD06-110 DDP-015, was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, and therefore, the plat complies with the applicable zoning regulations for the site.

Either a designee or I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions regarding this letter at that time.

Sincerely,

Eric Snowden

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

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Wednesday, May 28, 2025 11:49 AM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Heather Martin; Joe Eads
Subject: RE: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat

Union Soil and Water has no comments for **Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for ERN-8 Phase 2 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat**. Paper copies are being delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

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Staff Report – Glacier Pointe Section 5 Phase 1

Applicant:	**M/I Homes of Central Ohio, LLC** c/o Jason Francis, Jr. 4131 Worth Avenue, Suite 310 Columbus, OH 43219 jfrancis@mihomes.com **EMH&T** c/o Matt Kirk 5500 New Albany Road Columbus, OH 43054 mkirk@emht.com
Request:	Approval of Glacier Pointe, Section 5, Phase 1 – Final Plat.
Location:	Located north of the point where Mitchell-Dewitt Road crosses over US Hwy 33 in Jerome Township, Union County. (Note: This is the most northern section of Glacier Pointe.)

Staff Analysis:	This Final Plat involves 80.565 acres of land and proposes 44 single-family residential lots. Acreages: ○ 3.631 acres in right-of-way ○ 12.391 acres in single-family residential lots ○ 64.543 acres in open space Proposed utilities: ○ City of Marysville water service ○ City of Marysville sanitary waste disposal Preliminary Plat: ○ The Preliminary Plat was approved in November 2023. • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in an email dated 06-09-2025. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been submitted/approved by the County Commissioners.

1. The Map Room submitted mark-ups in a separate communication dated 05-30-25. The mark-ups were provided to the applicant's surveyor.

- **Union County Soil & Water Conservation District**
  - In an email dated 05-28-25, the District advised it had no comments.

- **Union County Health Department**
  - No comments received as of 06-04-25. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."

- **City of Marysville**
  - The City submitted comments in an email dated 05-29-2025. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
    1. The City provided easement language it wants included on the Final Plat.

- **Jerome Township**
  - The Township submitted comments in a letter dated 05-29-25. The Final Plat complies with the approved Detailed Development Plan. **Some** of the submitted

comments are listed below and summarized for reference. (Please refer to email for all comments.)

1. Sheet 3: The Township requires a change to the text in Note 3, and it provided the language its requires in the letter.

- **ODOT District 6**
  - No comments received as of 06-04-25.
- **Union Rural Electric (URE)**
  - No comments received as of 06-04-25.
- **LUC Regional Planning Commission**
  1. Sheet 1: All plats shall contain a restriction that "No permanent structures or plantings, etc. shall be permitted in the easement areas" (§323, 7.). This is missing from the Plat. This language could be added to the individual easements or under the Union County restrictions.
  2. Sheet 1: Please add variance information similar to prior phases. This would read, "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".
  3. Sheet 1: All plats shall contain the following statement, "DEDICATION: Know all men by these presents that _____ and _____, owners of the land indicated on the accompanying plat, have authorized the platting thereof and do hereby dedicate the streets, roads, easements, etc. to the public use forever" (§800). This should be placed above the signature lines on the left column of the Sheet.
  4. Sheet 2: There appears to be a redundant dimension of 75' along the west line of lots 427/428 (§323, 3.).
  5. Sheet 2: Does the UE easement between lots 431/432 go to the rear of the lots and extend through the DE easement (§323, 7.; §414)?
  6. Sheet 2: There is a 10' UE easement running along the rear of lots 375-385. The minimum width is 20'. There are 6 associated labels (§323, 7.; §414).
  7. Sheet 2: There is a 10' UE easement running along the rear of lots 347-350 and into the adjacent open space. The minimum width is 20'. There are 2

	associated labels (§323, 7.; §414). 8. Sheet 2: There is a 10' UE easement running along the rear of lots 386-394. The minimum width is 20'. There are 4 associated labels (§323, 7.; §414). 9. Sheet 3: Does the UE easement between lots 368/369 run to the rear of the lots (§323, 7.; §414)? 10. Sheet 3: There is a 10' UE easement running along the rear of lots 367-374. The minimum width is 20'.There are 3 associated labels (§323, 7.; §414). 11. Sheet 3: How will the 40' UE easement in Reserve N be accessed (§323, 7.)? 12. Sheet 3 & 4: The acreage under the labels for Reserve N (10.892 ac) and Reserve O (53.561) do not appear to sum to 64.543. Please review. If this is adjusted, it may impact the acreage total for open space and/or the total acreage of the Plat. On Sheet 1, that would impact two figures in the top-left corner of the Sheet and two acreage figures in the Surveyor's Certificate. One Sheet 3, that would impact two figures under Note D. It would also impact the acreage figures under the open space labels on Sheet 3/4 (§323, 10). 13. Sheet 4: On other sheets, the written scale is along the north arrow. However, it is missing on Sheet 4. Please add written scale along north arrow (§323, 1.). 14. 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). This was emphasized during the Preliminary Plat approval.
Staff Recommendations:	At the time of this staff report, confirmation of approval of the outstanding bond or other surety has not been received. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 06-12-2025 LUC meetings, confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending any type of ***conditional approval***. If requested by the applicant, it is

	possible to ***table*** the Plat. Because neither of these actions have occurred, staff recommends ***DENIAL*** of the Glacier Pointe, Section 5, Phase 1 – Final Plat at this time. Staff will contact the applicant or applicant's surveyor to discuss the option to table prior to LUC's 06-12-2025 meetings.

Z&S Committee Recommendations:	Options for action: ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ○ *Table (if requested)*

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: 15 MAY 25

Name of Subdivision: GLACIER POINTE SECTION 5 PHASE 1

Section/Phase: 5/1 Block

Location: INTERSECTION OF S.R. 33 AND MITCHELL-DEWITT ROAD

Township: JEROME Military Survey: 6581

Complete Parcel(s) Identification Number (PIN): 170-023030.000 AND 170-023030.020

Has a Preliminary Plat been approved for this subdivision?: Yes X No ___ Date: 11-09-23

Name of Applicant: M/I HOMES OF CENTRAL OHIO, LLC

Address: 4131 WORTH AVENUE, SUITE 310

City: COLUMBUS, OHIO, 43219 State: OHIO Zip: 43219

Phone: 614-418-8000 Fax: Email: JFRANCIS@MIHOMES.COM

Name of Owner of property to be subdivided: SAME AS APPLICANT

Address:

City: State: Zip:

Phone: Fax: Email:

Name of Applicant's Surveyor or Engineer: EMH&T - MATT KIRK

Address: 5500 NEW ALBANY ROAD

City: COLUMBUS State: OHIO Zip: 43054

Phone: 614-775-4131 Fax: Email: MKIRK@EMHT.COM

Proposed Acreage to be Subdivided: 80.565

Current Zoning Classification: PD

Proposed Zoning Changes: NONE

Proposed Land Use: SINGLE FAMILY HOMES

Development Characteristics

Acreage w/in Approved Preliminary Plat: 100.07 Acres

Acreage w/in Section and/or Block: 80.565 Acres

Number of **APPROVED** lots from Preliminary Plat 98

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regional planning commission
Director: Bradley J. Bodenmiller

Number of Lots **PROPOSED** w/in this Section: ~~44~~ 44

Number of **APPROVED** units from Preliminary Plat: 98

Number of Units **PROPOSED** w/in this Section: 44

Typical Lot Width: 75 Feet Typical Lot Area: 0.258 AC.

Single Family Units: VARIES, NO TYPICAL Sq. ft Multi-Family Units: N/A

Acreage to be devoted to recreation, parks or open space: 64.543

Recreation facilities to be provided: YES

Approved method of Supplying Water Service: CITY OF MARYSVILLE

Approved method of Sanitary Waste Disposal: CITY OF MARYSVILLE

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? RES. 18.306 9-11-18 SECTION 406 50' R/W

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

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

Has estimated construction cost been submitted by the responsible design engineer? YES
Has estimated construction cost been approved by the County Engineer? NO
Bond has been submitted to County Engineer? NO
Bond approved by County Commissioners? NO

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

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regional planning commission
Director: Bradley J. Bodenmiller

Final Plat Review Checklist

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

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regional planning commission

Director: Bradley J. Bodenmiller

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

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East Liberty, Ohio 43319
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GLACIER POINTE SECTION 5 PHASE 1

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military District Survey Number 6581, containing 80.565 acres of land, more or less, said 80.565 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC** by deed of record in Instrument Number 202411220009053 and to **GLACIER POINTE DEVELOPMENT, LTD.** by deed of record in Instrument Number 202412200009929, Recorder's Office, Union County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL**, Area President, and **GLACIER POINTE DEVELOPMENT, LTD.**, an Ohio limited company, by **MICHAEL J. DEASCENTIS**, President, owners of the land indicated on the accompanying plat, have authorized the platting thereof, do hereby certify that this plat correctly represents their **"GLACIER POINTE SECTION 5 PHASE 1"**, a subdivision containing Lots 347 to 350, 367 to 394, and 423 to 434, all inclusive, and areas designated as Reserves "N" and "O", and do hereby dedicate Glacier Pointe Drive, Lennon Lane, Martin Lane and Riley Road, and the easements shown hereon to the public use forever.

The owners hereby grant and reserve easements in, over and under those areas designated on this plat as "Drainage Easement" and "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 above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings 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.

In Witness Whereof, **TIMOTHY C. HALL, JR.,** Area President of **M/I HOMES OF CENTRAL OHIO, LLC,** has hereunto set his hand this ___ day of _____, 20___.

Signed and Acknowledged
In the presence of:

M/I HOMES OF CENTRAL OHIO, LLC

_____

By _____
TIMOTHY C. HALL, JR.,
Area President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL, JR.,** Area President of said **M/I HOMES OF CENTRAL OHIO, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

In Witness Whereof, **MICHAEL J. DEASCENTIS,** President of **GLACIER POINTE DEVELOPMENT, LTD.,** has hereunto set his hand this ____ day of _____, 20___.

Signed and Acknowledged
In the presence of:

GLACIER POINTE DEVELOPMENT LTD.

_____

By _____
MICHAEL J. DEASCENTIS,
President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MICHAEL J. DEASCENTIS,** President of said **GLACIER POINTE DEVELOPMENT, LTD,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **GLACIER POINT DEVELOPMENT LTD.,** for the uses and purposes expressed herein.

In Witness Thereof, 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 _____, 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__

_____
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 _____, 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 transpired and the street improvements are accepted for public maintenance by Union County.

Approved this ___ day of _____, 20__ Union County Commissioners

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. ____

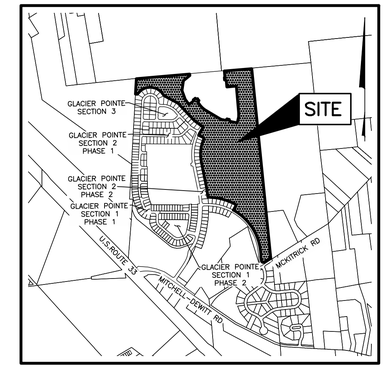
_____
Recorder, Union County Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____

M/I Homes of Central Ohio, LLC
4131 Worth Avenue, Suite 310
Columbus, Ohio 43219

Glacier Pointe Development, Ltd.
230 West Broad Street, Suite 200
Columbus, Ohio 43215



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 were derived from RTK GPS observations using the Ohio Department of Transportation Virtual Reference System Equipment and software and determine a portion of the centerline of U.S. Route 33 to have a bearing of South 43° 55' 58" East.

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

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military District Survey Number 6581, Union County, Jerome Township, Ohio. The tract has an area of 3.631 acres in streets, 12.391 acres in lots, and 64.543 acres in reserves, making a total of 80.565 Acres.

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

I hereby certify that the accompanying plat is a correct representation of Glacier Pointe Section 5 Phase 1 as surveyed in March, 2024.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\20240216\DWG\04SHEETS\PLAT\20240216-VS-PLAT-SEC5-PHS1-01.DWG, plotted by KIRK, MATTHEW on 5/9/2025 10:18:59 AM last saved by JMASTON on 2/4/2025 3:19:47 PM
Xrefs: 20240214-CS-METRO.xlsx & 2024-07-10-ESMTS-PH1.DWG & 20240216-VS-2SEC5-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

See Sheet 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°47'46"W	40.00'
L2	S35°47'46"E	40.00'
L3	N54°12'14"E	40.43'
L4	S54°12'14"W	40.43'
L5	S05°00'36"E	80.00'
L6	N84°59'24"E	153.50'
L7	S15°49'03"W	127.49'
L8	N13°08'48"W	14.71'
L9	S86°29'54"W	26.64'
L10	N59°36'25"W	82.05'
L11	S30°23'35"W	20.00'
L12	N59°36'25"W	75.95'
L13	S86°29'54"W	14.27'
L14	S30°41'01"W	10.00'
L15	N30°41'01"E	15.00'
L16	N12°21'03"E	122.74'
L17	N63°54'56"W	32.12'
L18	S63°54'56"E	36.12'
L19	S05°43'34"E	55.18'
L20	N14°32'50"E	73.18'
L21	N52°12'21"E	32.11'
L22	N28°46'35"W	118.09'
L23	S89°22'45"E	23.54'
L24	N00°37'15"E	20.00'
L25	N89°22'45"W	23.54'
L26	S84°16'26"W	82.95'
L27	S05°43'34"E	348.91'
L28	S18°28'40"E	53.07'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

④ GLACIER POINTE
SECTION 2 PHASE 2
P.B. 6, P. 106

Line Type Legend

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

M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202411220009053

THE BOARD OF PARK COMMISSIONERS OF
THE COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT
D.B. 200, P. 733

Ⓣ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=S80°47'46"E
Ch=49.50'

Ⓤ Δ=18°19'58" R=225.00'
Arc=71.99'
ChBrg=S68°28'58"E
Ch=71.69'

Ⓥ S77°38'57"E
48.81'

Ⓦ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=N57°21'03"E
Ch=49.50'

SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100
GRAPHIC SCALE (in feet)

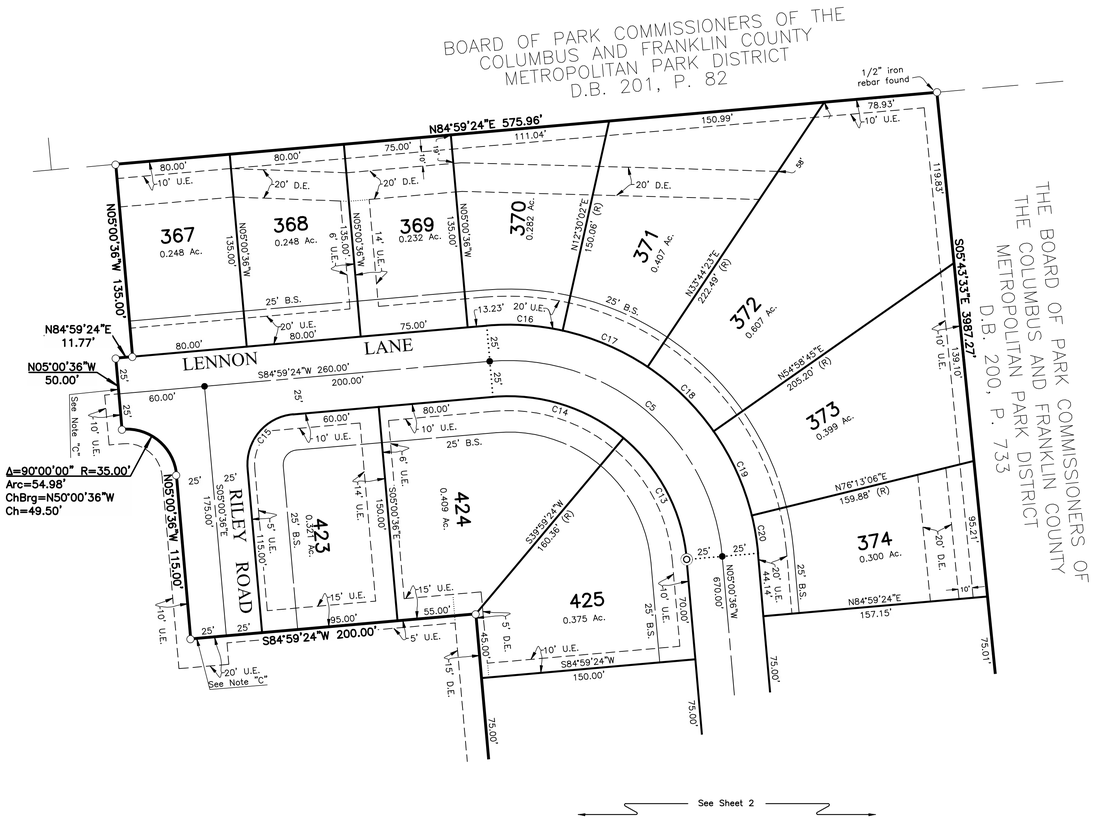
Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

See Sheet 4

J:\20240216\DWG\04SHEETS\PLAT\20240216-VS-PLAT-SEC5-PHS1-01.DWG, plotted by KIRK, MATTHEW on 5/9/2025 10:00:48 AM, last saved by JMASTON on 2/4/2025 3:19:47 PM
Xref: 20240216-CS-RETPK-ALDWG & 20240216-CS-ESWS-PH1.DWG & 20240201-IC-VS-2000-SEC5-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1



Line Type Legend

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

NOTE "A": At the time of platting, Glacier Pointe Section 5 Phase 1 is subject to the applicable provisions of the Jerome Township Zoning Resolution and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

NOTE "B" - ACREAGE BREAKDOWN: Glacier Pointe Section 5 Phase 1 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
170-0230030.000	136-00-00-03.8000	78.833 Ac
170-0230030.020	136-00-00-03.8002	1.732 Ac

NOTE "C": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat, right-of way deed or right-of-way easement.

NOTE "D" - ACREAGE BREAKDOWN:

Total acreage	80.565 Ac.
Reserves	64.543 Ac.
Acreage in lots	12.391 Ac.
Acreage in public rights-of-way	3.631 Ac.

NOTE "E" - RESERVES "N" AND "O": Reserves "N" and "O", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Glacier Pointe subdivisions for the purpose of open space.

NOTE "F": All of the land hereby being platted as Glacier Pointe Section 5 Phase 1 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 "G": 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 Glacier Pointe Section 5 Phase 1or 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 _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

1. 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.
2. 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.
3. 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.
4. Downspout drains shall not be connected directly to the roadway underdrains.
5. 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.
6. Grading of the storm water detention area shall not be changed.
7. All construction shall meet the requirements of the township, Union County and other applicable code authorities.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
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C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
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C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
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C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
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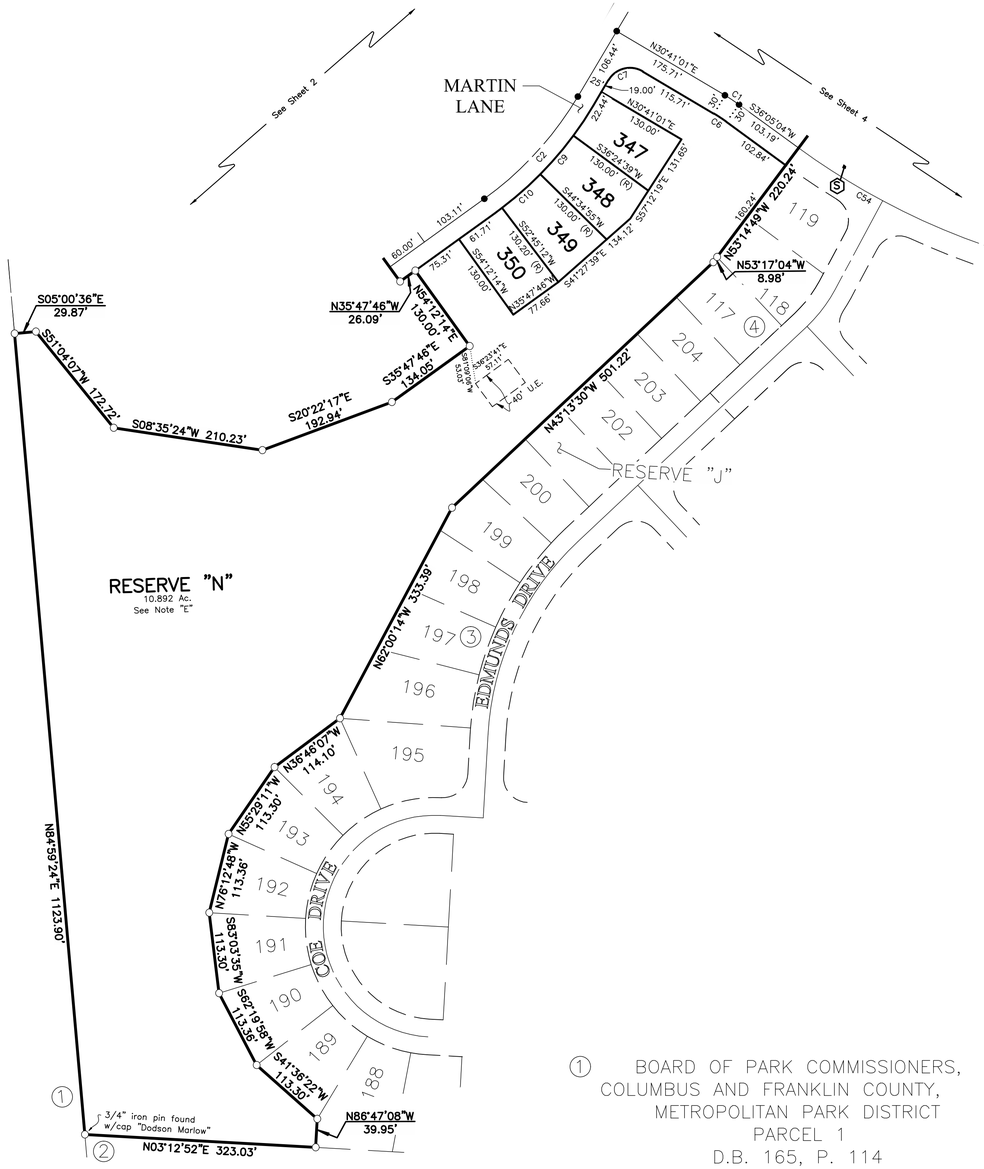
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'



SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100
GRAPHIC SCALE (in feet)

SCALE: 1" = 100'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

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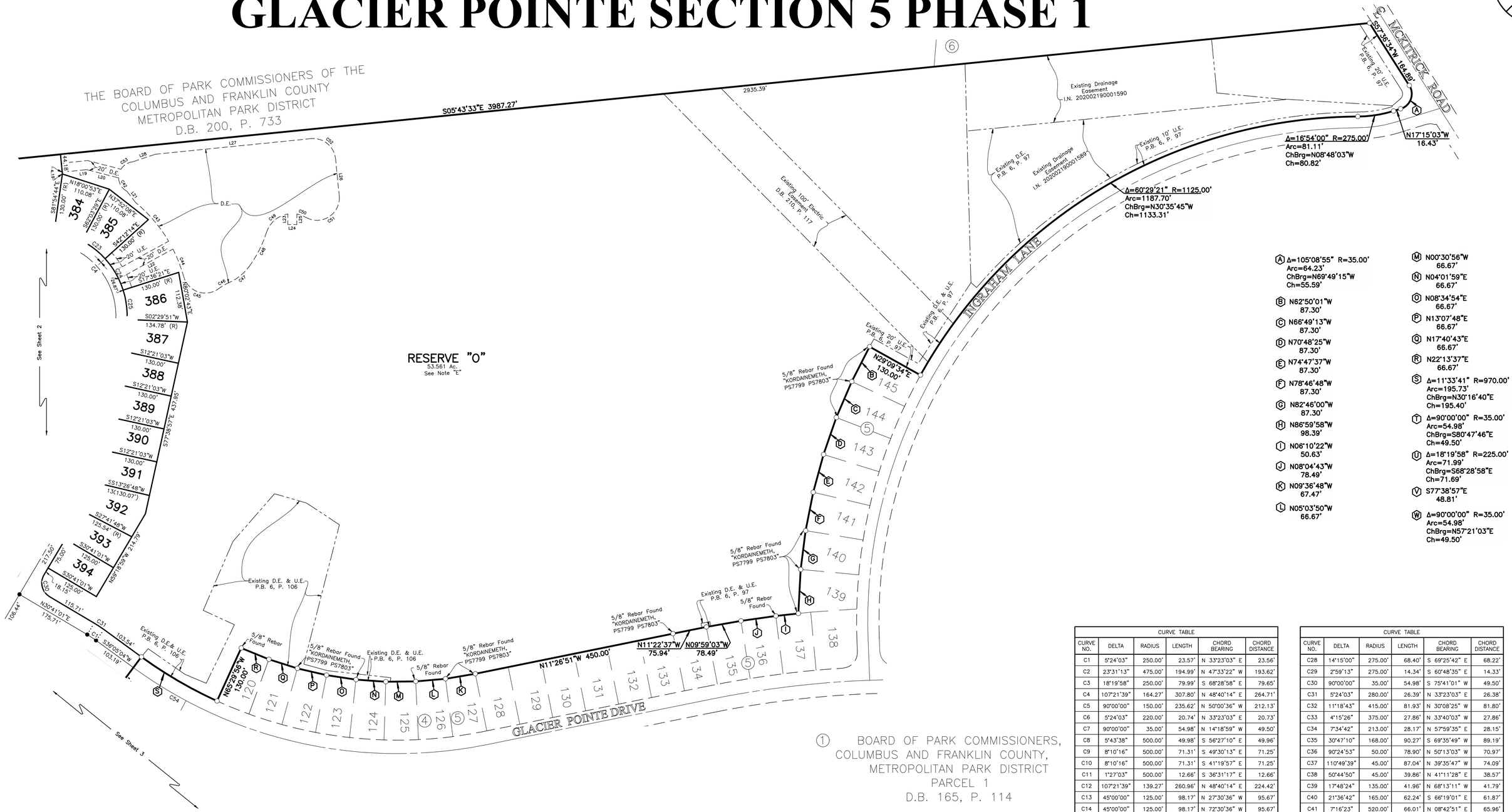
Xrefs: 20240216-VG-HDTR-XLINES & 20240216-VG-SECT-LINES-PH1.DWG & 20240216-VG-CONN-SECS-PH1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1



Ⓐ Δ=105°08'55" R=35.00' Arc=64.23' ChBrg=N69°49'15"W Ch=55.59'
Ⓑ N62°50'01"W 87.30'
Ⓒ N66°49'13"W 87.30'
Ⓓ N70°48'25"W 87.30'
Ⓔ N74°47'37"W 87.30'
Ⓕ N78°46'48"W 87.30'
Ⓖ N82°46'00"W 87.30'
Ⓗ N86°59'58"W 98.39'
Ⓘ N06°10'22"W 50.63'
Ⓙ N08°04'43"W 78.49'
Ⓚ N09°36'48"W 67.47'
Ⓛ N05°03'50"W 66.67'
Ⓜ N00°30'56"W 66.67'
Ⓝ N04°01'59"E 66.67'
Ⓞ N08°34'54"E 66.67'
Ⓟ N13°07'48"E 66.67'
Ⓠ N17°40'43"E 66.67'
Ⓡ N22°13'37"E 66.67'
Ⓢ Δ=11°33'41" R=970.00' Arc=195.73' ChBrg=N30°16'40"E Ch=195.40'
Ⓣ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=S80°47'46"E Ch=49.50'
Ⓤ Δ=18°19'58" R=225.00' Arc=71.99' ChBrg=S68°28'58"E Ch=71.69'
Ⓥ S77°38'57"E 48.81'
Ⓦ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=N57°21'03"E Ch=49.50'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
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Line Type Legend

- Existing Property Line
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① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

CURVE TABLE					
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C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

J:\20240216\DWG\SHEETS\PLAT_20240216-VS-PLAT-SECS-PHS1-01.DWG plotted by MASTON, JOHN on 2/4/2025 3:13:06 PM last saved by JMASTON on 2/4/2025 2:37:05 PM
XREFs: 20240216-ES-SECT-N.DWG & 2024-07-10-ESMT-PH1.DWG & 20240216-VS-CORR-SECS-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military District Survey Number 6581, containing 80.565 acres of land, more or less, said 80.565 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC** by deed of record in Instrument Number 202411220009053 and to **GLACIER POINTE DEVELOPMENT, LTD.** by deed of record in Instrument Number 202412200009929, Recorder's Office, Union County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL**, Area President, and **GLACIER POINTE DEVELOPMENT, LTD.**, an Ohio limited company, by **MICHAEL J. DEASCENTIS**, President, owners of the land indicated on the accompanying plat, have authorized the platting thereof, do hereby certify that this plat correctly represents their **"GLACIER POINTE SECTION 5 PHASE 1"**, a subdivision containing Lots 347 to 350, 367 to 394, and 423 to 434, all inclusive, and areas designated as Reserves "N" and "O", and do hereby dedicate Glacier Pointe Drive, Lennon Lane, Martin Lane and Riley Road, and the easements shown hereon to the public use forever.

The owners hereby grant and reserve easements in, over and under those areas designated on this plat as "Drainage Easement" and "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 above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings 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.

In Witness Whereof, **TIMOTHY C. HALL, JR.,** Area President of **M/I HOMES OF CENTRAL OHIO, LLC,** has hereunto set his hand this ___ day of _____, 20___.

Signed and Acknowledged
In the presence of:

M/I HOMES OF CENTRAL OHIO, LLC

_____

By _____
TIMOTHY C. HALL, JR.,
Area President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL, JR.,** Area President of said **M/I HOMES OF CENTRAL OHIO, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

In Witness Whereof, **MICHAEL J. DEASCENTIS,** President of **GLACIER POINTE DEVELOPMENT, LTD.,** has hereunto set his hand this ____ day of _____, 20___.

Signed and Acknowledged
In the presence of:

GLACIER POINTE DEVELOPMENT LTD.

_____

By _____
MICHAEL J. DEASCENTIS,
President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MICHAEL J. DEASCENTIS,** President of said **GLACIER POINTE DEVELOPMENT, LTD,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **GLACIER POINT DEVELOPMENT LTD.,** for the uses and purposes expressed herein.

In Witness Thereof, 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 _____, 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__

_____
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 _____, 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 transpired and the street improvements are accepted for public maintenance by Union County.

Approved this ___ day of _____, 20__ Union County Commissioners

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. ____

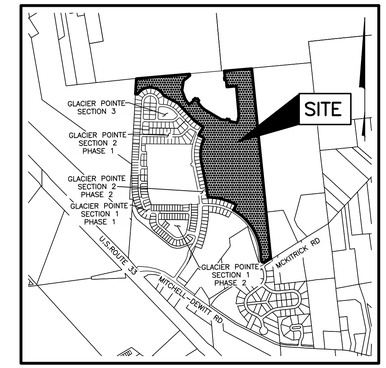
_____
Recorder, Union County Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____

M/I Homes of Central Ohio, LLC
4131 Worth Avenue, Suite 310
Columbus, Ohio 43219

Glacier Pointe Development, Ltd.
230 West Broad Street, Suite 200
Columbus, Ohio 43215



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 were derived from RTK GPS observations using the Ohio Department of Transportation Virtual Reference System Equipment and software and determine a portion of the centerline of U.S. Route 33 to have a bearing of South 43° 55' 58" East.

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

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military District Survey Number 6581, Union County, Jerome Township, Ohio. The tract has an area of 3.631 acres in streets, 12.391 acres in lots, and 64.543 acres in reserves, making a total of 80.565 Acres.

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

I hereby certify that the accompanying plat is a correct representation of Glacier Pointe Section 5 Phase 1 as surveyed in March, 2024.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\20240216\DWG\04SHEETS\PLAT\20240216-VS-PLAT-SEC5-PHS1-01.DWG, plotted by KIRK, MATTHEW on 5/9/2025 10:18:59 AM last saved by JMASTON on 2/4/2025 3:19:47 PM
Xrefs: 20240214-CS-METRO.xlsx & 2024-07-10-ESMTS-PH1.DWG & 20240216-VS-2SEC5-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

See Sheet 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°47'46"W	40.00'
L2	S35°47'46"E	40.00'
L3	N54°12'14"E	40.43'
L4	S54°12'14"W	40.43'
L5	S05°00'36"E	80.00'
L6	N84°59'24"E	153.50'
L7	S15°49'03"W	127.49'
L8	N13°08'48"W	14.71'
L9	S86°29'54"W	26.64'
L10	N59°36'25"W	82.05'
L11	S30°23'35"W	20.00'
L12	N59°36'25"W	75.95'
L13	S86°29'54"W	14.27'
L14	S30°41'01"W	10.00'
L15	N30°41'01"E	15.00'
L16	N12°21'03"E	122.74'
L17	N63°54'56"W	32.12'
L18	S63°54'56"E	36.12'
L19	S05°43'34"E	55.18'
L20	N14°32'50"E	73.18'
L21	N52°12'21"E	32.11'
L22	N28°46'35"W	118.09'
L23	S89°22'45"E	23.54'
L24	N00°37'15"E	20.00'
L25	N89°22'45"W	23.54'
L26	S84°16'26"W	82.95'
L27	S05°43'34"E	348.91'
L28	S18°28'40"E	53.07'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

④ GLACIER POINTE
SECTION 2 PHASE 2
P.B. 6, P. 106

Line Type Legend

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

M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202411220009053

THE BOARD OF PARK COMMISSIONERS OF
THE COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT
D.B. 200, P. 733

Ⓣ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=S80°47'46"E
Ch=49.50'

Ⓤ Δ=18°19'58" R=225.00'
Arc=71.99'
ChBrg=S68°28'58"E
Ch=71.69'

Ⓥ S77°38'57"E
48.81'

Ⓦ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=N57°21'03"E
Ch=49.50'

SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100
GRAPHIC SCALE (in feet)

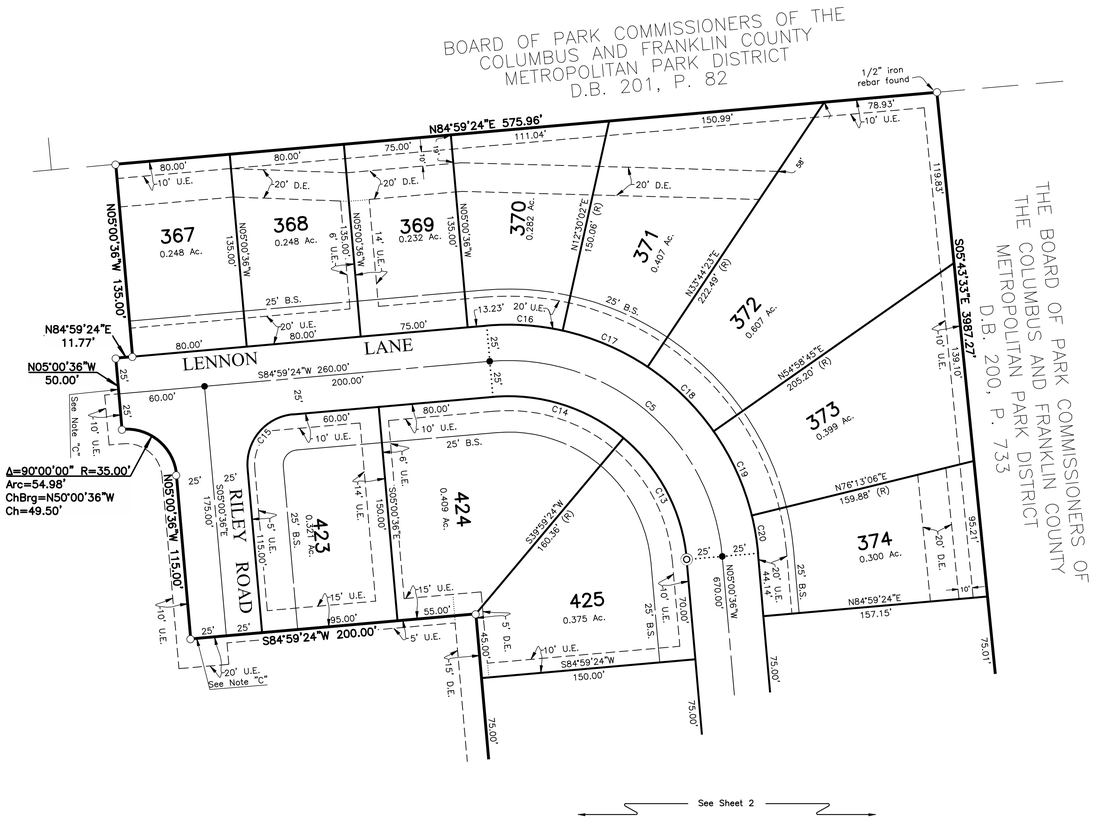
Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

See Sheet 4

J:\20240216\DWG\04SHEETS\PLAT\20240216-VS-PLAT-SEC5-PHS1-01.DWG, plotted by KIRK, MATTHEW on 5/9/2025 10:00:48 AM, last saved by JMASTON on 2/4/2025 3:19:47 PM
Xref: 20240216-CS-RETPK-ALDWG & 20240216-CS-ESWS-PH1.DWG & 20240201-IC-VS-2000-SEC5-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1



Line Type Legend

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

NOTE "A": At the time of platting, Glacier Pointe Section 5 Phase 1 is subject to the applicable provisions of the Jerome Township Zoning Resolution and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

NOTE "B" - ACREAGE BREAKDOWN: Glacier Pointe Section 5 Phase 1 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
170-0230030.000	136-00-00-03.8000	78.833 Ac
170-0230030.020	136-00-00-03.8002	1.732 Ac

NOTE "C": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat, right-of way deed or right-of-way easement.

NOTE "D" - ACREAGE BREAKDOWN:

Total acreage	80.565 Ac.
Reserves	64.543 Ac.
Acreage in lots	12.391 Ac.
Acreage in public rights-of-way	3.631 Ac.

NOTE "E" - RESERVES "N" AND "O": Reserves "N" and "O", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Glacier Pointe subdivisions for the purpose of open space.

NOTE "F": All of the land hereby being platted as Glacier Pointe Section 5 Phase 1 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 "G": 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 Glacier Pointe Section 5 Phase 1or 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.

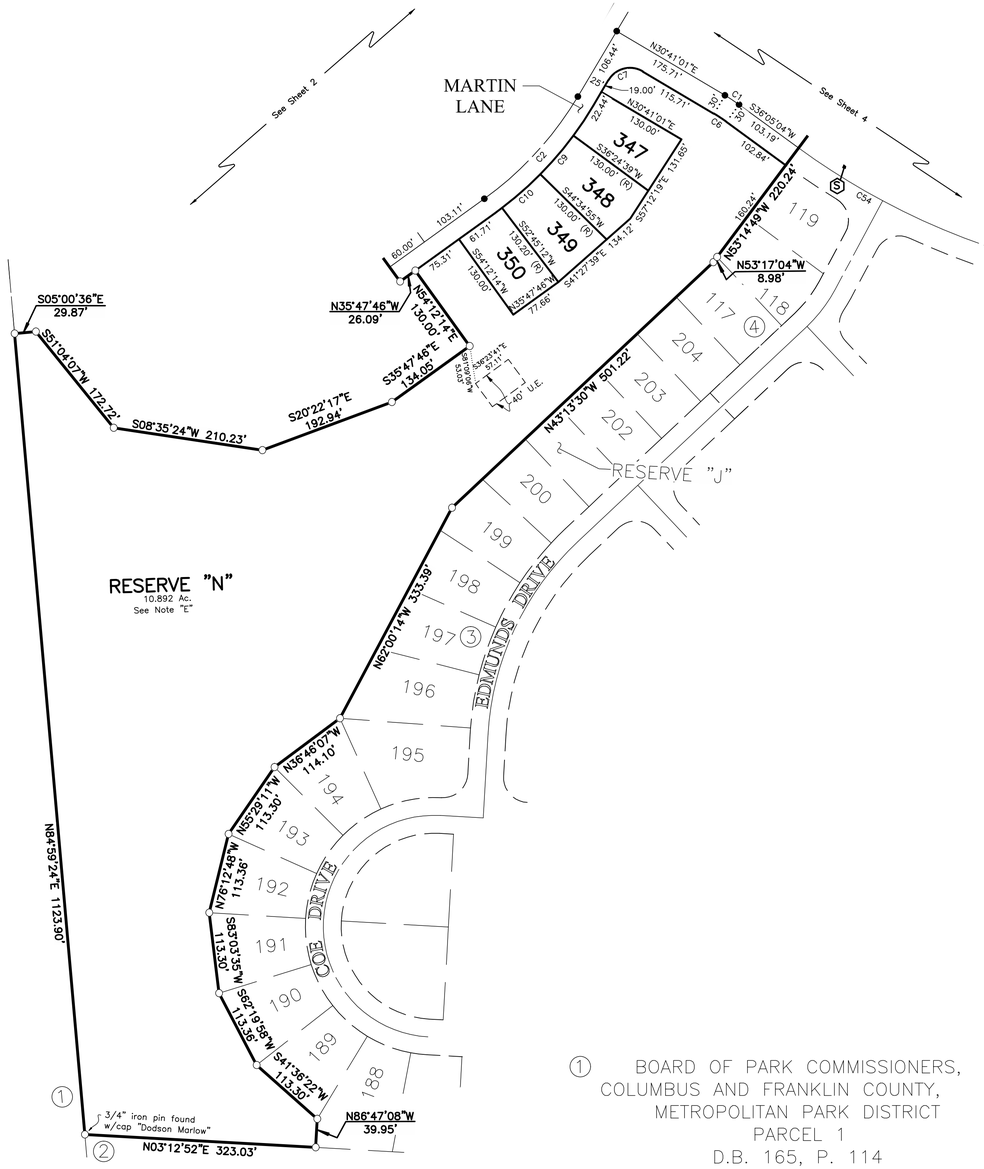
Deed Restrictions of record in Instrument Number _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

1. 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.
2. 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.
3. 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.
4. Downspout drains shall not be connected directly to the roadway underdrains.
5. 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.
6. Grading of the storm water detention area shall not be changed.
7. All construction shall meet the requirements of the township, Union County and other applicable code authorities.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'



SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100
GRAPHIC SCALE (in feet)

SCALE: 1" = 100'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

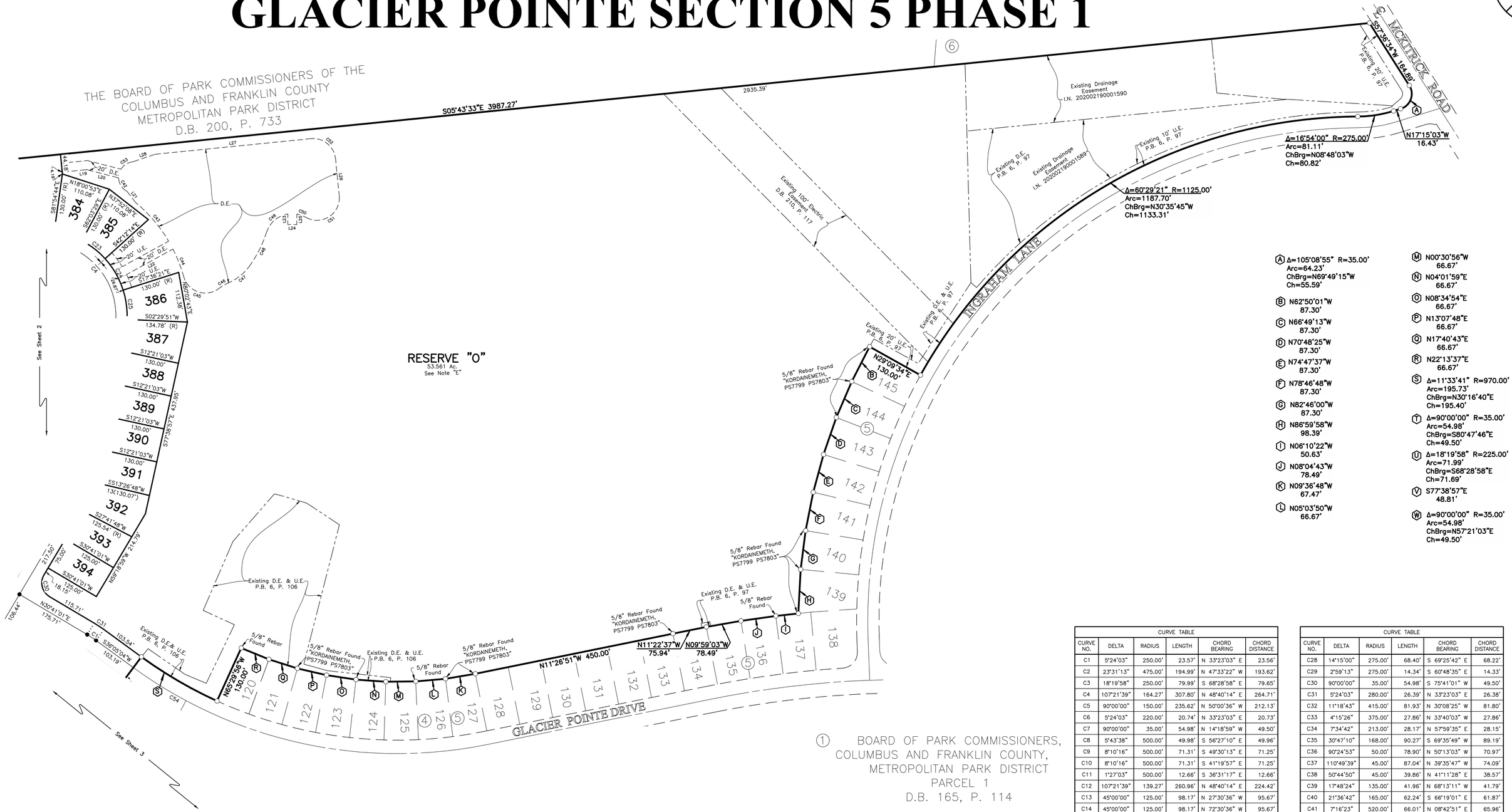
④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

J:\2024\20216\DWG\04SHEETS\PLAT\20240216-VG-PLAT-SEC5-PHS1-01.DWG plotted by MASTON, JOHN on 2/4/2025 3:12:19 PM last saved by JMASTON on 2/4/2025 2:37:05 PM
Xrefs: 20240216-VG-HDTR-XLINES & 20240216-VG-SECT-LINES-PH1.DWG & 20240216-VG-CONN-SECS-PH1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1



Ⓐ Δ=105°08'55" R=35.00' Arc=64.23' ChBrg=N69°49'15"W Ch=55.59'
Ⓑ N62°50'01"W 87.30'
Ⓒ N66°49'13"W 87.30'
Ⓓ N70°48'25"W 87.30'
Ⓔ N74°47'37"W 87.30'
Ⓕ N78°46'48"W 87.30'
Ⓖ N82°46'00"W 87.30'
Ⓗ N86°59'58"W 98.39'
Ⓘ N06°10'22"W 50.63'
Ⓙ N08°04'43"W 78.49'
Ⓚ N09°36'48"W 67.47'
Ⓛ N05°03'50"W 66.67'
Ⓜ N00°30'56"W 66.67'
Ⓝ N04°01'59"E 66.67'
Ⓞ N08°34'54"E 66.67'
Ⓟ N13°07'48"E 66.67'
Ⓠ N17°40'43"E 66.67'
Ⓡ N22°13'37"E 66.67'
Ⓢ Δ=11°33'41" R=970.00' Arc=195.73' ChBrg=N30°16'40"E Ch=195.40'
Ⓣ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=S80°47'46"E Ch=49.50'
Ⓤ Δ=18°19'58" R=225.00' Arc=71.99' ChBrg=S68°28'58"E Ch=71.69'
Ⓥ S77°38'57"E 48.81'
Ⓦ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=N57°21'03"E Ch=49.50'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

Line Type Legend

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

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

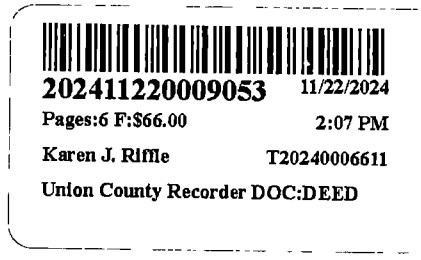
⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

J:\20240216\DWG\SHEETS\PLAT_20240216-VS-PLAT-SECS-PHS1-01.DWG plotted by MASTON, JOHN on 2/4/2025 3:13:06 PM last saved by JMASTON on 2/4/2025 2:37:05 PM
XREFs: 20240216-ES-SECT-N.DWG & 2024-07-10-ESMT-PH1.DWG & 20240216-VS-CORR-SECS-PHS1-01.DWG

TRANSFERRED
Andrea L. Weaver, Union County Auditor
DATE 11/22/24 FS.
This conveyance has been examined and the Grantor complied with Section 319.202 of the Revised Code.
FEE $ 37,240.00 EXEMPT —



File No.: 2249899

LIMITED WARRANTY DEED

Stewart Title 2q3 sc

Glacier Pointe Development, Ltd., an Ohio limited liability company, the designated Grantor herein, for valuable consideration received, hereby grants with limited warranty covenants, to **M/I Homes of Central Ohio, LLC, an Ohio limited liability company**, the designated Grantee herein, whose tax mailing address is: 4131 Worth Avenue, Suite 300, Columbus, OH 43219, all interest in the following described real estate:

See Exhibit "A" attached hereto and made a part hereof.

Property Address: 50.081+/- Acres, 0 McKitrick Road, Plain City, OH 43064

Parcel Number: 17-0023003.0000 (Portion)

Prior Instrument Reference: Instrument 202411220009030 of the Union County, Ohio Records.

Excepting from said limited warranty covenants, those certain matters reflected on Exhibit B, legal highways, taxes and assessments from the date of the closing, covenants, conditions, restrictions and easements of record, and all mineral rights and interests previously transferred or reserved of record.

The Grantor herein has read this Deed and hereby acknowledges the voluntary signing hereof.

Executed as of this 25th day of October, 2024.

Glacier Pointe Development, Ltd.,
an Ohio limited liability company

By: _____

Name: Michael J. DeAscentis

Title: President

State of Ohio
County of Franklin

This foregoing instrument was acknowledged before me this 23rd day of October, 2024 by **Michael J. DeAscentis**, **President** of **Glacier Pointe Development, Ltd., an Ohio limited liability company**, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

NOTARIAL SEAL
STATE OF OHIO

STEPHEN T. FALK, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument was prepared by:

Joseph E. Budde, Esq.
259 West Schrock Road
Westerville, OH 43081

50.081 ACRES

Exhibit "A"

Situated in the State of Ohio, County of Union, Township of Jerome, in Virginia Military District Survey Number 6581, being part of that 248.650 acre tract of land conveyed to Robert John Brennan, Bishop of the Roman Catholic Diocese of Columbus by deed of record in Instrument Number 202002190001587, (all references are to the records of the Recorder's Office, Union County, Ohio) and more particularly bounded and described as follows:

Beginning at an iron pin set at the northeasterly corner of Lot 119 of the subdivision entitled "Glacier Point Section 2 Phase 2", of record in Plat Book 6, Page 106;

Thence North 53° 14' 49" West, with the boundary of said "Glacier Point Section 2 Phase 2", a distance of 160.25 feet to an iron pin set;

Thence North 53° 17' 04" West, with the boundary of said "Glacier Point Section 2 Phase 2", a distance of 8.98 feet to an iron pin set;

Thence North 43° 13' 30" West, partly with the boundary of said "Glacier Point Section 2 Phase 2" and partly with the boundary of the subdivision entitled "Glacier Point Section 3", of record in Plat Book 6, Page 151, a distance of 501.22 feet to an iron pin set;

Thence with boundary of said "Glacier Point Section 3" the following courses and distances:

North 62° 00' 14" West, a distance of 333.39 feet to an iron pin set;

North 36° 46' 07" West, a distance of 114.10 feet to an iron pin set;

North 55° 29' 11" West, a distance of 113.30 feet to an iron pin set;

North 76° 12' 48" West, a distance of 113.36 feet to an iron pin set;

South 83° 03' 35" West, a distance of 113.30 feet to an iron pin set;

South 62° 19' 58" West, a distance of 113.36 feet to an iron pin set;

South 41° 36' 22" West, a distance of 113.30 feet to an iron pin set; and

North 86° 47' 08" West, a distance of 39.95 feet to an iron pin set in the easterly line of that 66.928 acre tract conveyed to Pulte Homes of Ohio, LLC by deed of record in Instrument Number 202205100004739;

Thence North 03° 12' 52" East, with said easterly line, a distance of 323.03 feet to a 3/4" iron pin with cap stamped "Dodson Marlow" found in the southerly line of that 123.736 acre tract conveyed as Parcel 1 to Board of Park Commissioners, Columbus and Franklin County, Metropolitan Park District by deed of record in Official Record 165, Page 114;

Thence North 84° 59' 24" East, with said southerly line and the southerly line of that 172.8807 acre tract conveyed to Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Official Record 201, Page 82, a distance of 2428.31 feet to a 1/2" rebar found at the northwesterly corner of that 86.5972 acre tract conveyed to The Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Official Record 200, Page 733;

Thence South 05° 43' 33" East, with the westerly line of said 86.5972 acre tract, a distance of 1671.55 feet to an iron pin set;

Thence crossing said 248.650 acre tract the following courses and distances:

Parent Map # 136-00-00-038.000
DESCRIPTION ACCEPTABLE
50.081 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
not REQUIRED
DATE 11/8/2024
JEFF STAUCH
UNION COUNTY ENGINEER

South 84° 16' 26" West, a distance of 154.39 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 125° 54' 34", a radius of 60.00 feet, an arc length of 131.85 feet, a chord bearing of North 32° 46' 18" West and chord distance of 106.88 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 102° 10' 25", a radius of 50.00 feet, an arc length of 89.16 feet, a chord bearing of North 20° 54' 14" West and chord distance of 77.81 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 17° 51' 05", a radius of 281.00 feet, an arc length of 87.55 feet, a chord bearing of North 63° 03' 54" West and chord distance of 87.20 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 31° 12' 37", a radius of 121.00 feet, an arc length of 65.91 feet, a chord bearing of North 38° 32' 03" West and chord distance of 65.10 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 18° 13' 52", a radius of 79.00 feet, an arc length of 25.14 feet, a chord bearing of North 32° 02' 41" West and chord distance of 25.03 feet to an iron pin set;

North 41° 09' 37" West, a distance of 99.04 feet an iron pin set;

North 77° 38' 57" West, a distance of 437.95 feet to an iron pin set;

North 59° 19' 04" West, a distance of 257.94 feet to an iron pin set;

South 30° 41' 01" West, a distance of 25.73 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 05° 24' 06", a radius of 290.00 feet, an arc length of 27.34 feet, a chord bearing of South 33° 23' 04" West and chord distance of 27.33 feet to an iron pin set; and

South 36° 05' 07" West, a distance of 103.64 feet to an iron pin set;

Thence North 53° 14' 49" West, partly crossing said 248.650 acre tract and partly with the boundary of said "Glacier Point Section 2 Phase 2", a distance of 70.00 feet to the POINT OF BEGINNING, containing 50.081 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings were derived from RTK GPS observations using the Ohio Department of Transportation Virtual Reference System Equipment and software and determine a portion of the centerline of U.S. Route 33 to have a bearing of South 43° 55' 58" East.

STATE OF OHIO
MATTHEW A. KIRK
S-7865
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

17 OCT 24
Date

EXHIBIT "B"

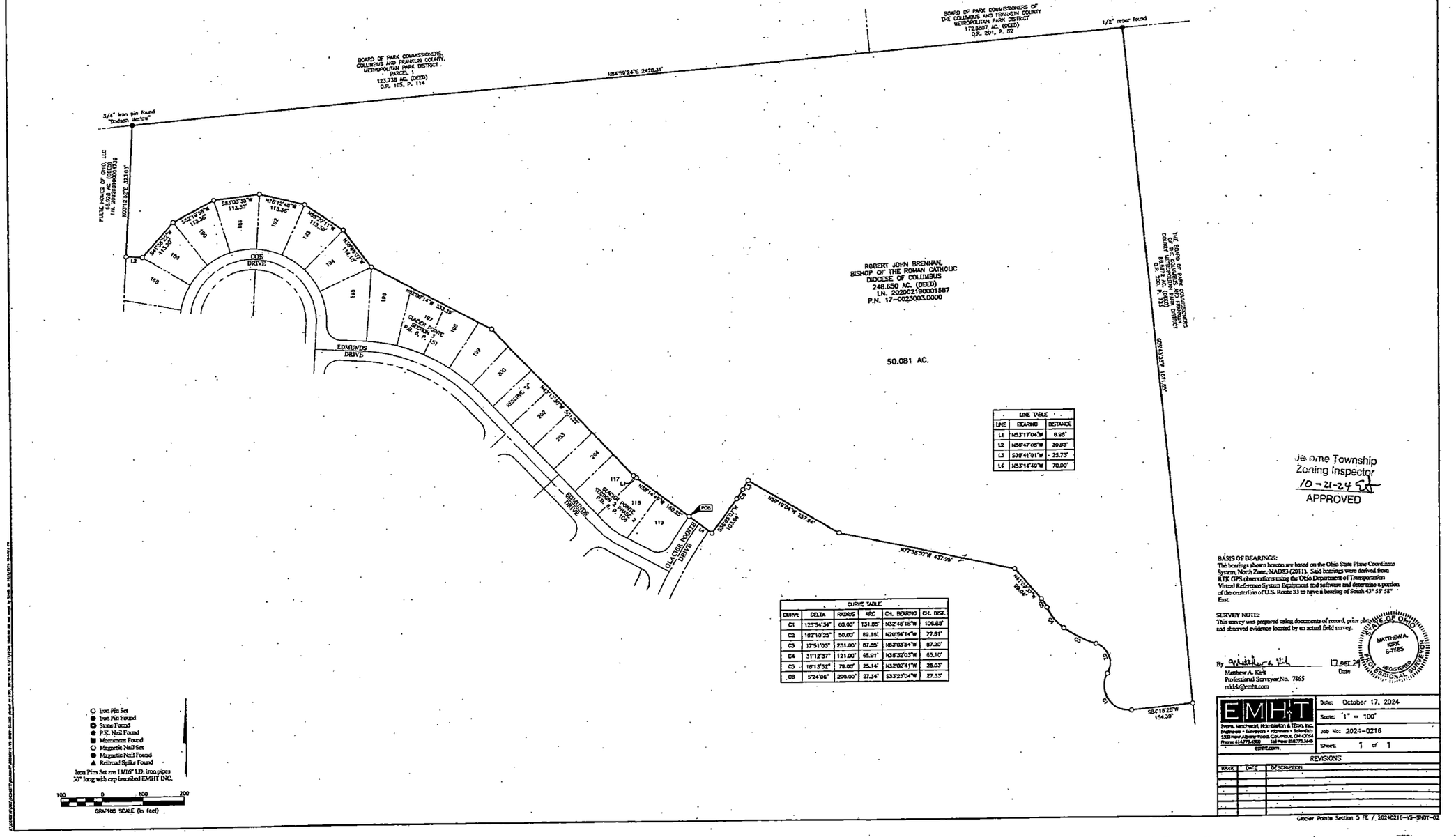
PERMITTED EXCEPTIONS

1. Subject to the terms and conditions of the Emergency Access Agreement, as more fully set forth in the document recorded as Instrument 20241122000905 2.

2. Restrictions as described in Master Deed Declaration, Restrictions and Bylaws recorded in Instrument No. 202006080005315 of the Union County records. As amended by the First Supplement recorded in Instrument No. 202201280001014 of the Union County records. As amended by the Second Supplement recorded in Instrument No. 20241122000905 2 of the Union County records.

SURVEY OF ACREAGE PARCEL

SURVEY NUMBER 6581
VIRGINIA MILITARY DISTRICT
TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO


BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL I 123.738 AC. (DEED) O.R. 165, P. 114
BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT 172.5927 AC. (DEED) O.R. 201, P. 82
N84°59'24"E 2428.31'
1/2" rebar found
3/4" iron pin found "Dodson Morrow"
PULTE HOMES OF OHIO, LLC 49.821 AC. (DEED) I.N. 202021900054739
N03°12'32"E 323.03'
ROBERT JOHN BRENNAN, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF COLUMBUS 248.650 AC. (DEED) I.N. 202002190001587 P.N. 17-002303.0000
50.081 AC.
THE BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT 172.5927 AC. (DEED) O.R. 201, P. 82
S05°00'34"E 1691.45'
CDS DRIVE
EDMUNDS DRIVE
GLACIER POINTE DRIVE
GLACIER POINTE SECTION 3 PLAT P.B. 6, P. 151
GLACIER POINTE SECTION 4 PLAT P.B. 6, P. 158
RESERVE "A"
POB
S84°03'04"E 109.84'
N05°18'04"W 137.84'
N77°55'57"W 437.95'
N41°09'55"W 99.94'
S84°15'25"W 154.39'
N84°13'56"W 301.22'
N83°01'14"W 333.38'
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TRANSFERRED
Andrea L. Weaver, Union County Auditor
DATE 11/22/24 TS.
This conveyance has been examined and the Grantor complied with Section 319.202 of the Revised Code.
FEE $ 20,000.00 EXEMPT —

202411220009030 11/22/2024
Pages:17 F:$154.00 1:33 PM
Karen J. Riffle T20240006598
Union County Recorder DOC:DEED

202412200009929 12/20/2024
Pages:17 F:$158.00 12:11 PM
Karen J. Riffle T20240007237
Union County Recorder DOC:DEED

File No.: 2440708

LIMITED WARRANTY DEED

Stewart Title 202 k

Earl K. Fernandes, Bishop of the Roman Catholic Diocese of Columbus, the designated Grantor herein, for valuable consideration received, hereby grants with limited warranty covenants, to **Glacier Pointe Development, Ltd., an Ohio limited liability company**, the designated Grantee herein, whose tax mailing address is: 230 West Street, Suite 200, Columbus, OH 43215, all interest in the following described real estate:

See Exhibit "A" attached hereto and made a part hereof.

Property Address: 8560 McKitrick Road, Plain City, OH 43064

Parcel Number: 17-0023003.0000 Map Number: 136-00-00-038.000

Prior Instrument Reference: Official Record 507 Page 252 of the Union County, Ohio Records.
Instrument Number 202411220009029

Excepting from said limited warranty covenants, legal highways, taxes and assessments from the date of the closing, covenants, conditions, restrictions and easements of record, and all mineral rights and interests previously transferred or reserved of record.

The Grantor herein has read this Deed and hereby acknowledges the voluntary signing hereof.

This deed being rerecorded to correct legal description.

Executed this 24th day of October, 2024.

+Earl K. Fernandes

Earl K. Fernandes, Bishop of the
Roman Catholic Diocese of Columbus

State of Ohio
County of Franklin

This foregoing instrument was acknowledged before me this 24th day of October, 2024 by **Earl K. Fernandes, Bishop of the Roman Catholic Diocese of Columbus**, on behalf of the company.

NOTARIAL SEAL STATE OF OHIO

ANGEL FOX, Attorney at Law
Notary Public, State of Ohio
My Comm. has no expiration Date
Section 147.03 R.C.

Notary Public
My Commission Expires: No exp

This instrument was prepared by:

Joseph E. Budde, Esq.
259 West Schrock Road
Westerville, OH 43081

EXHIBIT A:

DESCRIPTION OF A 248.650 ACRE TRACT
NORTH OF MITCHELL-DEWITT ROAD BETWEEN
U. S. ROUTE 33 AND MCKITRICK ROAD
JEROME TOWNSHIP, UNION COUNTY, OHIO

Situate in the State of Ohio, County of Union, Township of Jerome, lying in Virginia Military Survey Number 6581, and being all of the remainder of that original 243.294 acre tract conveyed to The Borror Corporation by deed of record in Deed Book 308, Page 259 and all of the remaining 7.000 acres of that original 17.000 acre tract conveyed to Borror Realty Company by deed of record in Official Record 64, Page 173, both of which being changed to BRC Properties, Inc. by the Affidavit in Aid of Title of record in Deed Book 340, Page 419 and/or Official Record 147, Page 173, all of which being of record in the Recorder's Office, Union County, Ohio, and being more particularly described as follows:

Begin, for reference, at a bolt found at the centerline intersection of McKitrick Road (County Road 10) and Mitchell-Dewitt Road (County Road 9), said bolt also being in the line common to said Virginia Military Survey No. 6581 and Virginia Military Survey No. 7058;

Thence North 54°59'22" West, a distance of 244.35 feet, along the centerline of said Mitchell-Dewitt Road, to a PK nail found at the southeasterly corner of the remainder of said original 243.294 acre tract, said PK nail being at the **Point of True Beginning;**

Thence the following two (2) courses and distances along the centerline of said Mitchell-Dewitt Road, as shown on the centerline survey plat of U. S. Route 33, UNI-33-20.23, and the southerly line of the remainder of said original 243.294 acre tract:

1. North 54°59'22" West, a distance of 580.01 feet, to a monument found;

2. Along a spiral to the left having a total central angle of 42°42'00", degree of curvature of 8°00'00", a radius of 716.20 feet, a total length of a spiral of 200.00 feet, and consisting of three (3) chord bearings and chord distances being as follows:

   a.) North 57°39'20" West, a chord distance of 199.83 feet, to a monument found;

   b.) North 76°20'22" West, a chord distance of 330.74 feet, to a point;

   c.) South 85°23'55" West, a chord distance of 172.06 feet, to a point in the easterly right-of-way line of U. S. route 33;

Thence North 40°34'03" West, a distance of 368.43 feet, along the easterly right-of-way line of said U. S. Route 33, to an iron pin found ("Dodson-Lindbloom" cap) at the common corner of the remainder of said original 243.294 acre tract and that 66.927 acre tract conveyed to David J. Scott by deed of record in Official Record 156, Page 422, and as conveyed to Carol R. Scott (Undivided one-half interest) by deed of record in Official Record 162, Page 273;

Thence North 04°35'20" East, a distance of 1239.53 feet, along the line common to the remainder of said original 243.294 acre tract, said 66.927 acre tract and that 66.928 acre tract conveyed to SCOTTKIDS, LLC by deed of record in Official Record 214, Page 39, to a ½-inch iron pin found at a common corner of the remainder of said original 243.294 acre tract and said 66.928 acre tract;

Thence North 86°27'55" West, a distance of 71.36 feet, along the line common to the remainder of said original 243.294 acre tract and said 66.928 acre tract, to an iron pin found ("Dodson-Lindbloom" cap) at a common corner of the remainder of said original 243. 294 acre tract and said 66.928 acre tract;

Thence North 03°11'45" East, a distance of 2524.56 feet, along the line common to the remainder of said 243.294 acre tract, said 66.928 acre tract and that 66.928 acre tract conveyed to Mary Susan Scott and Phillip E. Scott, Trustees, by deed of record in Official Record 164, Page 292, to an iron pin found ("Dodson-Lindbloom" cap) at the common corner of the remainder of said original 243.294 acre tract and said 66.928 acre tract (O. R. 164, Pg. 292), said iron pin being in the line common to said Virginia Military Survey No. 6581 and Virginia Military Survey No. 6310;

Thence North 84°58'16" East, a distance of 2428.26 feet, along the northerly line of the remainder of said original 243.294 acre tract, to a 5/8-inch rebar found at the northeasterly corner of the remainder of said original 243. 294 acre tract, said rebar also being in the westerly line of that 86.5972 acre tract conveyed to the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District by deed of record in Official Record 200, Page 733;

Thence South 05°44'41" East, a distance of 4020.84 feet (passing an iron pin found (0.15 feet West of line) at a distance of 3074.11 feet), along the line common to the remainder of said original 243.294 acre tract, said 7.000 acre remainder and said 86.5972 acre tract, to a railroad spike found at the common corner of said 7.000 acre remainder and that 10.00 acre tract (Parcel Two) conveyed to Daniel Shriver Bunner and Judy L. Bunner by deed of record in Deed Book 298, Page 487, said railroad spike being in the centerline of said McKitrick Road;

Thence South 57°36'20" West, a distance of 261.87 feet, along the centerline of said McKitrick Road and the line common to said 7.000 acre remainder and the Virginia Military Survey Number 6581, to a railroad spike found at the common corner of said 7.000 acre remainder and that 5.00 acre tract conveyed to Donald Wilkins and Susan Wilkins by deed of record in Deed Book 304, Page 641;

Thence North 17°16'13" West, a distance of 876.24 feet, along the line common to said 7.000 acre remainder and said 5.00 acre tract, to an iron pin found in the southerly line of the remainder of said original 243.294 acre tract;

Thence South 57°36'20" West, a distance of 452.30 feet, along the line common to the remainder of said 243.294 acre tract, said 5.00 acre tract (D.B. 304, Pg. 641) and that 5.00 acre tract conveyed to Donald Wilkins and Susan Wilkins by deed of record in Deed Book 299, Page 204, to a ½-inch iron pin found at the common corner of the remainder of said original 243.294 acre tract and said 5.00 acre tract;

Thence South 05°44'52" East, a distance of 171.96 feet, along the line common to the remainder of said 243.294 acre tract and said 5.00 acre tract, to an iron pin set at the common corner of the remainder of said original 243.294 acre tract and that 2.021 acre tract conveyed to Don R. Wilkins and Susan K. Adams by deed of record in Deed Book 278, Page 526;

Thence South 36°29'06" West, a distance of 782.45 feet, along the line common to the remainder of said original 243.294 acre tract, said 2.021 acre tract and that 5.139 acre tract conveyed to Michael A. Cherry and Sheli Dyan Cherry by deed of record in Official Record 277, Page 411, to an iron pin set at the common corner of the remainder of said original 243.294 acre tract and that 3.00 acre tract conveyed to Renard M. Smith, trustee of the Renard M. Smith Revocable Living Trust by deed of record in Official Record 173, Page 54;

Thence the following three (3) courses and distances along the line common to the remainder of said original 243.294 acre tract and said 3.00 acre tract:

1. North 53°30'11" West, a distance of 275.00 feet, to an iron pin set;

2. South 36°29'06" West, a distance of 475.00 feet, to an iron pin set in the northerly right-of-way line of said Mitchell-Dewitt Road;

3. South 53°30'11" East, a distance of 275.00 feet, along the northerly right-of-way line of said Mitchell-Dewitt Road, to a ½-inch iron pin found in the westerly line of that 1.379 acre tract conveyed to Renard Smith by deed of record in Official Record 173, Page 54;

Thence South 34°59'00" West, a distance of 34.99 feet, along the line common to said 1.379 acre tract and the remainder of said original 243.294 acre tract, to the **Point of True Beginning,** and containing 248.650 acres, more or less, of which 241.663 acres being out the remainder of said original 243.294 acre tract and 6.987 acres being out of said 7.000 acre remainder, and subject to all easements, rights-of-way and restrictions of record.

All iron pins are ¾-inch iron pins, 30 inches in length, with a yellow cap bearing the name "R.D. Zande".

The bearings as given in the above description are based on the grid bearing of South 43°57'01" East for the centerline of U. S. Route 33 as established by a network of GPS observations performed in February, 2002.

STATE OF OHIO
JEFFREY D. HOFIUS S-7455
REGISTERED PROFESSIONAL SURVEYOR

R.D. ZANDE & ASSOCIATES, INC.

Jeffrey D. Hofius — Date 04/29/02
Registered Surveyor No. 7455

p:\2073\survey\data\2073bo_01.doc

DESCRIPTION ACCEPTABLE
248.650 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
NOT REQUIRED
DATE 11-25-03
STEVE A. STOLTE
UNION COUNTY ENGINEER

EXCEPTING THEREFROM THE FOLLOWING FIVE PARCELS:

EXCEPTION 1:

LEGAL DESCRIPTION
50.223 ACRE TRACT

Situated in the State of Ohio, County of Union, Township of Jerome, and being in Virginia Military Survey District 6581, also being part of the 248.650 acre tract as conveyed to James A. Griffin, Bishop of the Catholic Diocese of Columbus in Official Record 507, Page 252 and being further described as follows;

Commencing at 1/2" pipe found at a southwest corner of The Woods at Labrador as recorded in Plat Cabinet 5, Page 245-245A, the southeast corner of a 1.379 acre tract as conveyed to Renard M. Smith as Trustee of the Renard M. Smith Revocable Living Trust in Official Record 173, page 54, Description Two, being in the centerline of Mitchell Dewitt Road (C.R. 9 – varies), also being in the east line of Virginia Military Survey District 7058 and the west line of Virginia Military Survey District 7181;

Thence with the centerline of Mitchell-Dewitt Road (County Road 9) and the south line of said 1.379 acre tract, **N 55° 00' 04" W,** passing a 1" rebar found in a monument box at 50.29 feet, and passing the centerline of McKitrick Road (C.R. 10 – Varies) at 155.30 feet, **a total distance of 400.18 feet** to a magnail set at the southwest corner of said 1.379 acre tract and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence continuing with the centerline of Mitchell-Dewitt Road (County Road 9), as shown on the centerline survey plat of U.S. Route 33, UNI-33-20.23, **N 55° 00' 04" W, 580.00 feet** to a 1" rebar found in a monument box;

Thence continuing with the centerline of Mitchell-Dewitt Road (County Road 9) along a spiral curve to the left having a total central angle of 42°42'00, degree of curvature of 8°00'00", a radius of 716.20 feet, a total length of spiral of 200.00 feet, and consisting of three (3) chord bearings and chord distances being as follows;

1. **N 57° 40' 03" W, 199.82 feet** to a point, reference a 1" rebar found in a monument box, N 39° 30' 24" W, 0.44 feet;
2. **N 76° 21' 04" W, 330.74 feet** to a 1" rebar found in a monument box;
3. **S 85° 23' 24" W, 171.88 feet** to a magnail set in the easterly right-of-way line of U.S. Route 33;

Thence with the easterly right-of-way line of said U.S. Route 33, **N 39° 41' 23" W, 92.18 feet** to an iron pin set at the intersection of the easterly right of way line of U.S. 33 and the northerly right of way line of Mitchell-Dewitt Road (County Road 9), being an angle point in the northerly right of way line of Mitchell-Dewitt Road (County Road 9);

Thence continuing with the easterly right-of-way line of said U.S. Route 33, **N 40° 48' 22" W, 275.00 feet** to the southeast corner of a 66.927 acre tract as conveyed to Craig D. Scott in Instrument Number 201809210007559, reference a 3/4" pipe capped Dodson-Lindbroom found N 37° 03' 00" W, 1.62 feet;

Thence with the east line of said 66.927 acre tract and the east line of a 66.928 acre tract as conveyed to Jerry L. Scott and Judith Ellen Scott, Trustees of the Jerry Lynn Scott Trust dated May 21, 1998 in Instrument Number 201609010007090, **N 04° 33'**

07" E, passing a 3/4" pipe capped Dodson-Lindbroom found at 835.61 feet and west 0.30 feet, **a total distance of 1206.26 feet** to an iron pin set;

Thence the following thirty-five (35) courses across said 248.650 acre tract:

1. **N 75° 16' 25" E, 149.37 feet** to an iron pin set;
2. Along curve to the right having a central angle of an angle of **01° 59' 36"**, a radius of **1025.00 feet**, an arc length of **35.66 feet**, and chord bearing and distance of **N 13° 43' 47" W, 35.66 feet** to an iron pin set;
3. **N 77° 16' 01" E, 50.00 feet** to an iron pin set;
4. Along curve to the left having a central angle of an angle of **93° 39' 35"**, a radius of **35.00 feet**, an arc length of **57.21 feet**, and chord bearing and distance of **S 59° 33' 46" E, 51.05 feet** to an iron pin set;
5. **N 73° 36' 26" E, 107.15 feet** to an iron pin set;
6. **S 16° 23' 34" E, 50.00 feet** to an iron pin set;
7. **S 73° 36' 26" W, 2.65 feet** to an iron pin set;
8. **S 20° 25' 24" E, 125.65 feet** to an iron pin set;
9. **S 89° 30' 23" E, 660.00 feet** to an iron pin set;
10. **N 87° 28' 42" E, 131.72 feet** to an iron pin set;
11. **N 02° 38' 13" W, 8.84 feet** to an iron pin set;
12. **N 87° 14' 00" E, 215.00 feet** to an iron pin set;
13. Along curve to the left having a central angle of an angle of **04° 49' 39"**, a radius of **2170.00 feet**, an arc length of **182.83 feet**, and chord bearing and distance of **N 05° 10' 49" W, 182.78 feet** to an iron pin set;
14. **N 82° 24' 22" E, 60.00 feet** to an iron pin set;
15. Along curve to the right having a central angle of **03° 54' 24"**, a radius of **2230.00 feet**, an arc length of **152.05 feet**, and chord bearing and distance of **S 05° 38' 26" E, 152.02 feet** to an iron pin set;
16. Along curve to the left having a central angle of an angle of **88° 28' 55"**, a radius of **35.00 feet**, an arc length of **54.05 feet**, and chord bearing and distance of **S 47° 55' 42" E, 48.84 feet** to an iron pin set;
17. **N 87° 49' 50" E, 26.65 feet** to an iron pin set;
18. Along curve to the right having a central angle of an angle of **03° 31' 06"**, a radius of **1125.00 feet**, an arc length of **69.08 feet**, and chord bearing and distance of **N 89° 35' 23" E, 69.07 feet** to an iron pin set;
19. **S 02° 07' 01" E, 50.10 feet** to an iron pin set;
20. **S 00° 18' 50" E, 98.42 feet** to an iron pin set;
21. **S 01° 46' 57" W, 74.26 feet** to an iron pin set;
22. **S 03° 35' 08" W, 74.26 feet** to an iron pin set;
23. **S 05° 23' 18" W, 74.26 feet** to an iron pin set;
24. **S 07° 11' 29" W, 74.26 feet** to an iron pin set;
25. **S 08° 59' 40" W, 74.26 feet** to an iron pin set;
26. **S 10° 47' 50" W, 74.26 feet** to an iron pin set;
27. **S 12° 36' 01" W, 74.26 feet** to an iron pin set;
28. **S 14° 24' 11" W, 74.26 feet** to an iron pin set;
29. **S 16° 12' 22" W, 74.26 feet** to an iron pin set;
30. **S 18° 00' 33" W, 74.26 feet** to an iron pin set;
31. **S 19° 48' 43" W, 74.26 feet** to an iron pin set;
32. **N 69° 17' 11" W, 130.00 feet** to an iron pin set;
33. Along curve to the right having a central angle of an angle of **14° 17' 07"**, a radius of **2230.00 feet**, an arc length of **556.00 feet**, and chord bearing and distance of **S 27° 51' 22" W, 554.56 feet** to an iron pin set;
34. **S 34° 59' 56" W, 171.58 feet** to an iron pin set;
35. **S 55° 00' 04" E, 225.10 feet** to an iron pin set in the west line of a 3.00 acre tract as conveyed to Renard M. Smith as Trustee of the Renard M. Smith Revocable Living Trust in Official Record173, page 54, description one;

Thence with the west line of said 3.00 acre tract, **S 36° 30' 37" W, 100.00 feet** to an iron pin set at the southwest corner of said 3.00 acre tract in the northerly right of way line of Mitchell-Dewitt Road (C.R. 9);

Thence with the northerly right of way line of said Mitchell-Dewitt Road (County Road 9), the south line of said 3.00 acre tract, **S 53° 28' 05" E, 275.00 feet** to a 3/4" pipe found at the southeast corner of said 3.00 acre tract, also being in the west line of said 1.379 acre tract, reference a 1/2" pipe found S 53 18' 57" W, 0.35 feet;

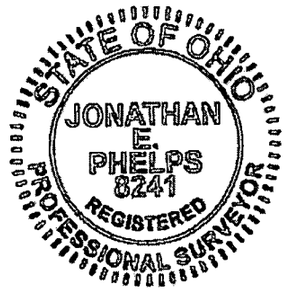
Thence with the west line of said 1.379 acre tract, **S 35° 02' 51" W, 35.00 feet** to the **TRUE POINT OF BEGINNING**, and containing **50.223 acres**, more or less.

The above description is based on existing records and an actual field survey performed in March and April, 2016. A drawing of the above description has been prepared and is made a part hereof. All references used in this description can be found at the Recorder's Office, Union County, Ohio.

All iron pins set are 3/4" diameter, 30" long iron pipes with plastic cap inscribed "Advanced 7661".

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

ADVANCED CIVIL DESIGN, INC.



12/13/18

Jonathan E. Phelps, P.S.
Reg. No. 8241

DESCRIPTION ACCEPTABLE
50.223 ACRE TRACT(S)
PLANNING COMMISSION AREA PLAN

EXCEPTION 2:

LEGAL DESCRIPTION
60.719 ACRES

Situated in the State of Ohio, County of Union, Township of Jerome, and being in Virginia Military Survey District 6581, also being part of the remainder of a 248.650 acre tract as conveyed to Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus in Instrument Number 201812200009999 and being further described as follows;

Commencing at 1/2" pipe found at a southwest corner of The Woods at Labrador as recorded in Plat Cabinet 5, Page 245-245A, the southeast corner of a 1.379 acre tract as conveyed to Renard M. Smith as Trustee of the Renard M. Smith Revocable Living Trust in Official Record 173, page 54, Description Two, being in the centerline of Mitchell Dewitt Road (C.R. 9 – varies), also being in the east line of Virginia Military Survey District 7058 and the west line of Virginia Military Survey District 7181;

Thence with the centerline of Mitchell-Dewitt Road (County Road 9) and the south line of said 1.379 acre tract, **N 55° 00' 04" W,** passing a 1" rebar found in a monument box at 50.29 feet, and passing the centerline of McKitrick Road (C.R. 10 – Varies) at 155.30 feet, **a total distance of 400.18 feet** to a magnail at the southwest corner of said 1.379 acre tract and the southeast corner of a 50.223 acre tract as conveyed to CD 1, LTD in Instrument Number 201812200010000;

Thence continuing with the centerline of Mitchell-Dewitt Road (County Road 9), as shown on the centerline survey plat of U.S. Route 33, UNI-33-20.23 along the south line of said 50.223 acre tract, **N 55° 00' 04" W, 580.00 feet** to a 1" rebar found in a monument box;

Thence continuing with the centerline of Mitchell-Dewitt Road (County Road 9) with the south line of said 50.223 acre tract along a spiral curve to the left having a total central angle of 42°42'00, degree of curvature of 8°00'00", a radius of 716.20 feet, a total length of spiral of 200.00 feet, and consisting of three (3) chord bearings and chord distances being as follows;

1. **N 57° 40' 03" W, 199.82 feet** to a point, reference a 1" rebar found in a monument box, N 39° 30' 24" W, 0.44 feet;
2. **N 76° 21' 04" W, 330.74 feet** to a 1" rebar found in a monument box;
3. **S 85° 23' 24" W, 171.88 feet** to a magnail in the easterly right-of-way line of U.S. Route 33 and the southwest corner of said 50.223 acre tract;

Thence with the easterly right-of-way line of said U.S. Route 33 and the west line of said 50.223 acre tract, **N 39° 41' 23" W, 92.18 feet** to an iron pipe previously set at the intersection of the easterly right of way line of U.S. 33 and the northerly right of way line of Mitchell-Dewitt Road (County Road 9), being an angle point in the northerly right of way line of Mitchell-Dewitt Road (County Road 9) and also being an angle point in the west line of said 50.223 acre tract;

Thence continuing with the easterly right-of-way line of said U.S. Route 33 and the west line of said 50.223 acre tract, **N 40° 48' 22" W, 275.00 feet** to the southeast corner of a 66.927 acre tract as conveyed to Craig D. Scott, Trustee of the Craig D. Scott Revocable Living Trust, U/A August 27th, 2010 in Instrument Number 201902270001382 and being an angle point in the west line of said 50.223 acre tract,

reference a 3/4" pipe capped Dodson-Lindbroom found N 37° 03' 00" W, 1.62 feet;

Thence with the east line of said 66.927 acre tract and the east line of a 66.928 acre tract as conveyed to Jerry L. Scott and Judith Ellen Scott, Trustees of the Jerry Lynn Scott Trust dated May 21, 1998 in Instrument Number 201609010007090 and the west line of said 50.223 acre tract, **N 04° 33' 07" E,** passing a 3/4" pipe capped Dodson-Lindbroom found at 835.61 feet and west 0.30 feet, **a total distance of 1206.26 feet** to an iron pipe previously set at the northwest corner of said 50.223 acre tract and being in the east line of said 66.928 acre tract and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the east line of said 66.928 acre tract and the west line of the remainder of said 248.650 acre tract, **N 04° 33' 07" E, 34.45 feet** to a 1/2" pipe at an angle point in the east line of said 66.928 acre tract and an angle point in the west line of the remainder of said 248.650 acre tract;

Thence continuing with the east line of said 66.928 acre tract and the west line of the remainder of said 248.650 acre tract, **N 86° 23' 56" W, 71.36 feet** to a 3/4" pipe capped "Dodson-Lindbloom" at an angle point in the east line of said 66.928 acre tract and an angle point in the west line of the remainder of said 248.650 acre tract;

Thence continuing with the east line of said 66.928 acre tract and the west line of the remainder of said 248.650 acre tract, **N 03° 12' 52" E, 1479.51 feet** to an iron pin set;

Thence the following forty-five (45) courses across the remainder of said 248.650 acre tract:

1. **S 86° 47' 08" E, 188.00 feet** to an iron pin set;
2. **S 03° 12' 52" W, 11.02 feet** to an iron pin set;
3. **S 86° 47' 08" E, 138.06 feet** to an iron pin set;
4. **N 00° 29' 37" E, 40.28 feet** to an iron pin set;
5. **S 89° 30' 23" E, 595.35 feet** to an iron pin set;
6. **N 46° 46' 30" E, 239.57 feet** to an iron pin set;
7. **S 43° 13' 30" E, 57.31 feet** to an iron pin set;
8. **N 46° 46' 30" E, 130.00 feet** to an iron pin set;
9. **S 43° 13' 30" E, 71.16 feet** to an iron pin set;
10. **S 53° 15' 18" E, 169.22 feet** to an iron pin set;
11. **S 53° 53' 42" E, 60.00 feet** to an iron pin set;
12. Along a curve to the left having a central angle of **09° 18' 30"**, a radius of **970.00 feet**, an arc length of **157.59 feet** and a chord bearing and distance of **S 31° 27' 03" W, 157.42 feet** to an iron pin set;
13. **S 64° 18' 44" E, 169.94 feet** to an iron pin set;
14. **N 24° 39' 39" E, 76.69 feet** to an iron pin set;
15. **S 66° 40' 14" E, 167.47 feet** to an iron pin set;
16. **S 42° 32' 17" E, 141.75 feet** to an iron pin set;
17. **S 23° 42' 04" W, 145.42 feet** to an iron pin set;
18. **N 75° 40' 44" W, 333.28 feet** to an iron pin set;
19. **S 13° 07' 48" W, 55.09 feet** to an iron pin set;
20. **S 08° 34' 54" W, 66.67 feet** to an iron pin set;
21. **S 04° 01' 59" W, 66.67 feet** to an iron pin set;
22. **S 00° 30' 56" E, 66.67 feet** to an iron pin set;
23. **S 05° 03' 50" E, 66.67 feet** to an iron pin set;
24. **S 09° 36' 48" E, 67.47 feet** to an iron pin set;
25. **S 11° 26' 51" E, 450.00 feet** to an iron pin set;
26. **S 11° 22' 37" E, 75.94 feet** to an iron pin set;
27. **S 09° 59' 03" E, 78.49 feet** to an iron pin set;

28. **S 08° 04' 43" E, 78.49 feet** to an iron pin set;
29. **S 06° 10' 22" E, 50.63 feet** to an iron pin set;
30. **S 86° 59' 58" E, 98.39 feet** to an iron pin set;
31. **S 82° 46' 00" E, 87.30 feet** to an iron pin set;
32. **S 78° 46' 48" E, 87.30 feet** to an iron pin set;
33. **S 74° 47' 37" E, 87.30 feet** to an iron pin set;
34. **S 70° 48' 25" E, 87.30 feet** to an iron pin set;
35. **S 66° 49' 13" E, 87.30 feet** to an iron pin set;
36. **S 62° 50' 01" E, 87.30 feet** to an iron pin set;
37. **S 29° 09' 34" W, 180.00 feet** to an iron pin set;
38. Along a curve to the left having a central angle of **00° 46' 02"**, a radius of **1075.00 feet**, an arc length of **14.39 feet** and a chord bearing and distance of **N 61° 13' 26" W, 14.39 feet** to an iron pin set;
39. **S 28° 23' 33" W, 130.00 feet** to an iron pin set;
40. **N 63° 47' 27" W, 72.00 feet** to an iron pin set;
41. **N 68° 09' 26" W, 72.00 feet** to an iron pin set;
42. **N 72° 31' 25" W, 72.00 feet** to an iron pin set;
43. **N 76° 53' 25" W, 72.00 feet** to an iron pin set;
44. **N 81° 15' 24" W, 72.00 feet** to an iron pin set;
45. **N 85° 37' 23" W, 80.30 feet** to an iron pin set in the east line of said 50.223 acre tract and the west line of the remainder of said 248.650 acre tract;

Thence the following three (3) courses with the east line of said 50.223 acre tract and the west line of the remainder of said 248.650 acre tract:

1. **N 01° 46' 57" E, 31.28 feet** to an iron pipe previously set;
2. **N 00° 18' 50" W, 98.42 feet** to an iron pipe previously set;
3. **N 02° 07' 01" W, 50.10 feet** to an iron pipe previously set at the northeast corner of said 50.223 acre tract and being an angle point in the west line of the remainder of said 248.650 acre tract;

Thence the following eighteen (18) courses with the north line the remainder of said 50.223 acre tract and the west line of the remainder of said 248.650 acre tract:

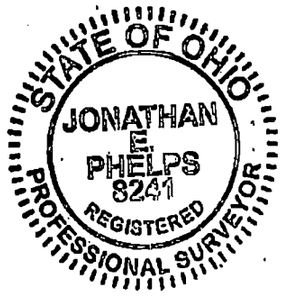
1. Along a curve to the left having a central angle of **03° 31' 06"**, a radius of **1125.00 feet**, an arc length of **69.08 feet** and a chord bearing and distance of **S 89° 35' 23" W, 69.07 feet** to an iron pipe previously set;
2. **S 87° 49' 50" W, 26.65 feet** to an iron pipe previously set;
3. Along a curve to the right having a central angle of **88° 28' 55"**, a radius of **35.00 feet**, an arc length of **54.05 feet** and a chord bearing and distance of **N 47° 55' 42" W, 48.84 feet** to an iron pipe previously set;
4. Along a curve to the left through an angle of **03° 54' 24"**, a radius of **2230.00 feet**, an arc length of **152.05 feet** and a chord bearing and distance of **N 05° 38' 26" W, 152.02 feet** to an iron pipe previously set;
5. **S 82° 24' 22" W, 60.00 feet** to an iron pipe previously set;
6. Along a curve to the right having a central angle of **04° 49' 39"**, a radius of **2170.00 feet**, an arc length of **182.83 feet** and a chord bearing and distance of **S 05° 10' 49" E, 182.78 feet** to an iron pipe previously set;
7. **S 87° 14' 00" W, 215.00 feet** to an iron pipe previously set;
8. **S 02° 38' 13" E, 8.84 feet** to an iron pipe previously set;
9. **S 87° 28' 42" W, 131.72 feet** to an iron pipe previously set;
10. **N 89° 30' 23" W, 660.00 feet** to an iron pipe previously set;
11. **N 20° 25' 24" W, 125.65 feet** to an iron pipe previously set;
12. **N 73° 36' 26" E, 2.65 feet** to an iron pipe previously set;
13. **N 16° 23' 34" W, 50.00 feet** to an iron pipe previously set;
14. **S 73° 36' 26" W, 107.15 feet** to an iron pipe previously set;
15. Along a curve to the right having a central angle of **93° 39' 35"**, a radius of **35.00 feet**, an arc length of **57.21 feet** and a chord bearing and distance of **N 59° 33' 46" W, 51.05 feet** to an iron pipe previously set;

16. **S 77° 16' 01" W, 50.00 feet** to an iron pipe previously set;
17. Along a curve to the left having a central angle of **01° 59' 36"**, a radius of **1025.00 feet**, an arc length of **35.66 feet** and a chord bearing and distance of **S 13° 43' 47" E, 35.66 feet** to an iron pipe previously set;
18. **S 75° 16' 25" W, 149.37 feet** to the **TRUE POINT OF BEGINNING**, containing **60.719 acres**, more or less.

The above description is based on existing records and an actual field survey performed in March and April, 2016. A drawing of the above description has been prepared and is made a part hereof. All references used in this description can be found at the Recorder's Office, Union County, Ohio.

All iron pins set are 3/4" diameter, 30" long iron pipes with plastic cap inscribed "Advanced 7661".

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



ADVANCED CIVIL DESIGN, INC.

11/31/2020

Jonathan E. Phelps, P.S.
Reg. No. 8241

DESCRIPTION ACCEPTABLE
60.719 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
NOT REQUIRED
DATE 2-10-2020
JEFF STAUCH
UNION COUNTY ENGINEER

Z:\16-0005-394\survey\60.719Ac_desc.doc

EXCEPTION 3:

20.394 ACRES

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military Survey District 6581, being part of that 248.650 acre tract of land conveyed to Robert John Brennan, Bishop of the Catholic Diocese of Columbus by deed of record in Instrument Number 202002190001587 (all references are to the records of the Recorder's Office, Union County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot GPOS of the subdivision entitled "Glacier Pointe Section 1 Phase 1", of record in Plat Book 6, Page 71, in the westerly line of that 3.00 acre tract conveyed to Chad E. Boyles by deed of record in Instrument Number 202012280014575;

Thence with the boundary of said subdivision the following courses and distances;

North 55° 00' 04" West, a distance of 225.10 feet to an iron pin set;

North 34° 59' 56" East, a distance of 171.58 feet to a point of curvature to the left;

With the arc of said curve, having a central angle of 14° 17' 07", a radius of 2230.00 feet, an arc length of 556.00 feet, a chord bearing of North 27° 51' 22" East and chord distance of 554.56 feet to an iron pin set;

South 69° 17' 11" East, a distance of 130.00 feet to an iron pin set;

North 19° 48' 43" East, a distance of 74.26 feet to a 5/8" iron pin with cap stamped "PS7799/PS7803" found;

North 18° 00' 33" East, a distance of 74.26 feet to an iron pin set;

North 16° 12' 22" East, a distance of 74.26 feet to an iron pin set;

North 14° 24' 11" East, a distance of 74.26 feet to an iron pin set;

North 12° 36' 01" East, a distance of 74.26 feet to a 5/8" iron pin with cap stamped "PS7799/PS7803" found;

North 10° 47' 50" East, a distance of 74.26 feet to an iron pin set;

North 08° 59' 40" East, a distance of 74.26 feet to an iron pin set;

North 07° 11' 29" East, a distance of 74.26 feet to an iron pin set;

North 05° 23' 18" East, a distance of 74.26 feet to an iron pin set;

North 03° 35' 08" East, a distance of 74.26 feet to an iron pin set; and

North 01° 46' 57" East, a distance of 42.98 feet to an iron pin set at the southwesterly corner of Lot 151 of the subdivision entitled "Glacier Pointe Section 2 Phase 1", of record in Plat Book 6, Page 97;

Thence with the boundary of said subdivision the following courses and distances;

South 85° 37' 23" East, a distance of 80.30 feet to an iron pin set;

South 81° 15' 24" East, a distance of 72.00 feet to an iron pin set;

South 76° 53' 25" East, a distance of 72.00 feet to an iron pin set;

South 72° 31' 25" East, a distance of 72.00 feet to an iron pin set;

South 68° 09' 26" East, a distance of 72.00 feet to an iron pin set;

South 63° 47' 27" East, a distance of 72.00 feet to an iron pin set;

North 28° 23' 33" East, a distance of 130.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 61° 15' 23", a radius of 1075.00 feet, an arc length of 1149.31 feet, a chord bearing of South 30° 58' 46" East and chord distance of 1095.35 feet to an iron pin set at a point of reverse curvature;

With the arc of said curve, having a central angle of 16° 53' 59", a radius of 325.00 feet, an arc length of 95.86 feet, a chord bearing of South 08° 48' 03" East and chord distance of 95.51 feet to an iron pin set;

South 17° 15' 03" East, a distance of 59.26 feet to an iron pin set at a point of curvature to the right; and

With the arc of said curve, having a central angle of 34° 38' 53", a radius of 35.00 feet, an arc length of 21.17 feet, a chord bearing of South 00° 04' 23" West and chord distance of 20.84 feet to an iron pin set in the easterly line of that 12.023 acre tract conveyed to Abigail F. Crum and Andrew S. Crum by deed of record in Instrument Number 202110150013729;

Thence with the boundary of said 12.023 acre tract the following courses and distances;

North 17° 15' 03" West, a distance of 846.95 feet to a bent ¾" iron pin found;

South 57° 37' 30" West, a distance of 452.37 feet to a ½" iron pin found; and

South 05° 44' 21" East, a distance of 171.99 feet to a ¾" iron pin with cap found;

Thence South 36° 29' 39" West, partly with the northerly line of said 12.023 acre tract and partly with the northerly line that 5.139 acre tract conveyed to Daniel S. Bernstein and Christina M. Bernstein by deed of record in Instrument Number 201404090002283, distance of 782.47 feet to an iron pin set at the northeasterly corner of said 3.00 acre tract;

Thence North 53° 28' 40" West, with the northerly line of said 3.00 acre tract, a distance of 275.01 feet to an iron pin set;

Thence South 36° 30' 37" West, with the westerly line of said 3.00 acre tract, a distance of 374.61 feet to the POINT OF BEGINNING, containing 20.394 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). The portion of the westerly line of Glacier Pointe Section 1 Phase 1, having a bearing of North 34° 59' 56" West and monumented as shown hereon, is designated as the "basis of bearings" for this description.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk — 1 Dec 21

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:smh
27_583 ac 20201047-VS-BNDY-02.docx

EXCEPTION 4:

17.267 ACRES

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military Survey District 6581, being part of that 248.650 acre tract of land conveyed to Robert John Brennan, Bishop of the Catholic Diocese of Columbus by deed of record in Instrument Number 202002190001587 (all references are to the records of the Recorder's Office, Union County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the northwesterly corner of Lot 105 of the subdivision entitled "Glacier Point Section 2 Phase 2", of record in Plat Book 6, Page 106, in the easterly line of that 66.928 acre tract conveyed to Phillip E. Scott and Mary Susan Scott, Trustees by deeds of record in Instrument Numbers 201409260006782 and 201409260006783;

Thence North 03° 12' 52" East, with said easterly line, a distance of 722.03 feet to an iron pin set;

Thence crossing said 248.650 acre tract the following courses and distances;

South 86° 47' 08" East, a distance of 39.95 feet to an iron pin set;

North 41° 36' 22" East, a distance of 113.30 feet to an iron pin set;

North 62° 19' 58" East, a distance of 113.36 feet to an iron pin set;

North 83° 03' 35" East, a distance of 113.30 feet to an iron pin set;

South 76° 12' 48" East, a distance of 113.36 feet to an iron pin set;

South 55° 29' 11" East, a distance of 113.30 feet to an iron pin set;

South 36° 46' 07" East, a distance of 114.10 feet to an iron pin set;

South 62° 00' 14" East, a distance of 333.39 feet to an iron pin set;

South 43° 13' 30" East, a distance of 430.06 feet to an iron pin set at the northwesterly corner of Lot 117 of said Section 2 Phase 2;

Thence with the boundary of said subdivision the following courses and distances;

South 46° 46' 30" West, a distance of 130.00 feet to an iron pin set;

North 43° 13' 30" West, a distance of 57.31 feet to an iron pin set;

South 46° 46' 30" West, a distance of 239.57 feet to an iron pin set;

North 89° 30' 23" West, a distance of 595.35 feet to an iron pin set;

South 00° 29' 37" West, a distance of 40.28 feet to an iron pin set;

North 86° 47' 08" West, a distance of 138.06 feet to an iron pin set;

North 03° 12' 52" East, a distance of 11.02 feet to an iron pin set; and

North 86° 47' 08" West, a distance of 188.00 feet to the POINT OF BEGINNING, containing 17.267 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). The portion of the northerly line of Glacier Pointe Section 2 Phase 2, of record in Plat Book 6, page 106, having a bearing of North 89° 30' 23" West and monumented as shown hereon, is designated as the "basis of bearings" for this description.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 2 DEC 21

Matthew A. Kirk Date
Professional Surveyor No. 7865

MAK:smh
17_267 ac 20201047-VS-BNDY-01.docx

EXCEPTION FIVE:

Situated in the State of Ohio, County of Union and in the Township of Jerome, lying in Virginia Military Survey District 6581, and being the ROW parcel of 1.71 acres lying within the bounds of the Plat of Glacier Pointe Section 2 Phase 1, filed March 5, 2021 in Plat Book 6, Pages 97ABCD, Recorder's Office, Union County, Ohio.

LEAVING AFTER THE FIVE EXCEPTIONS 98.337 ACRES, more or less.

NEW SURVEY AND DESCRIPTION
REQUIRED BEFORE NEXT TRANSFER
98.337 Acres
DATE 11-7-2024 RK
JEFF STAUCH UNION CO. ENG.

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, June 9, 2025 7:36 AM
To: Brad Bodenmiller
Subject: RE: Glacier Pointe Section 5 Phase 1 Final Plat - Bond & other comments

I do not have an approved bond for this project. They sent over estimates that were verified by Rick in the field.

I apologize, I was out of the office late last week.

Luke Sutton, PE
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3168
lsutton@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, June 6, 2025 11:04 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Glacier Pointe Section 5 Phase 1 Final Plat - Bond & other comments

Luke,

Has the bond for **Glacier Pointe, Section 5, Phase 1 – Final Plat** been approved by the Union Co (U) Commissioners?

I received notes/a mark-up from Chris and his team. Do you have any additional comments?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Friday, May 30, 2025 4:30 PM
To: Brad Bodenmiller
Cc: Ashleigh King
Subject: RE: Copy of Distribution Letter + Plat for Glacier Pointe Section 5 Phase 1 Final Plat

Good afternoon,

Here is the Map Room Review

Page 1 bottom center of the page add **Slide** _____ for the recorder
Bottom right on the page check the acreage in Lots number. I came up with a little different number (12.479). If it is just rounding error, ignore this comment.

Page 2 Top right of the page the reference should be **O.R.** instead of D.B.

Page 3 top left of the page **O.R.** should replace D.B. in two places
Center of the page There are 3 parcel involved in the new subdivision. They are listed as shown. If you could give us your calculated acreage for how much is coming from each of the three parcels. The auditor will need those numbers to extinguish parcels and adjust taxable acreages. Also double check the lot acreage. I was getting 12.479. I could be wrong.
Bottom right side of the drawing another reference needs **O.R.** instead of D.B.

Page 4 top left of the page there is a D.B. that should be **O.R.**

Thanks,
Chris

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Glacier Pointe Section 5 Phase 1 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Glacier Pointe, Section 5, Phase 1 – Final Plat**. Paper copies are being delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

GLACIER POINTE SECTION 5 PHASE 1

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military District Survey Number 6581, containing 80.565 acres of land, more or less, said 80.565 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC** by deed of record in Instrument Number 202411220009053 and to **GLACIER POINTE DEVELOPMENT, LTD.** by deed of record in Instrument Number 202412200009929, Recorder's Office, Union County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL**, Area President, and **GLACIER POINTE DEVELOPMENT, LTD.**, an Ohio limited company, by **MICHAEL J. DEASCENTIS**, President, owners of the land indicated on the accompanying plat, have authorized the platting thereof, do hereby certify that this plat correctly represents their **"GLACIER POINTE SECTION 5 PHASE 1"**, a subdivision containing Lots 347 to 350, 367 to 394, and 423 to 434, all inclusive, and areas designated as Reserves "N" and "O", and do hereby dedicate Glacier Pointe Drive, Lennon Lane, Martin Lane and Riley Road, and the easements shown hereon to the public use forever.

The owners hereby grant and reserve easements in, over and under those areas designated on this plat as "Drainage Easement" and "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 above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings 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.

In Witness Whereof, **TIMOTHY C. HALL, JR.,** Area President of **M/I HOMES OF CENTRAL OHIO, LLC,** has hereunto set his hand this ___ day of _____, 20___.

Signed and Acknowledged
In the presence of:

M/I HOMES OF CENTRAL OHIO, LLC

_____

By _____
TIMOTHY C. HALL, JR.,
Area President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL, JR.,** Area President of said **M/I HOMES OF CENTRAL OHIO, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

In Witness Whereof, **MICHAEL J. DEASCENTIS,** President of **GLACIER POINTE DEVELOPMENT, LTD.,** has hereunto set his hand this ____ day of _____, 20___.

Signed and Acknowledged
In the presence of:

GLACIER POINTE DEVELOPMENT LTD.

_____

By _____
MICHAEL J. DEASCENTIS,
President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MICHAEL J. DEASCENTIS,** President of said **GLACIER POINTE DEVELOPMENT, LTD,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **GLACIER POINT DEVELOPMENT LTD.,** for the uses and purposes expressed herein.

In Witness Thereof, 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 _____, 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__

_____
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 _____, 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 transpired and the street improvements are accepted for public maintenance by Union County.

Approved this ___ day of _____, 20__ Union County Commissioners

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. _____

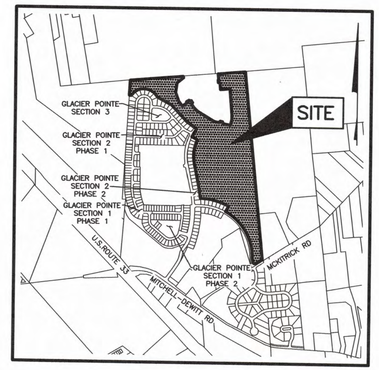
_____
Recorder, Union County, Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____ Slide

M/I Homes of Central Ohio, LLC
4131 Worth Avenue, Suie 310
Columbus, Ohio 43219

Glacier Pointe Development, Ltd.
230 West Broad Street, Suite 200
Columbus, Ohio 43215



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 were derived from RTK GPS observations using the Ohio Department of Transportation Virtual Reference System Equipment and software and determine a portion of the centerline of U.S. Route 33 to have a bearing of South 43° 55' 58" East.

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

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military District Survey Number 6581, Union County, Jerome Township, Ohio. The tract has an area of 3.631 acres in streets, 12.391 acres in lots, and 64.543 acres in reserves, making a total of 80.565 Acres. check

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

I hereby certify that the accompanying plat is a correct representation of Glacier Pointe Section 5 Phase 1 as surveyed in March, 2024.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
◎ = Permanent Marker (See Survey Data)

By _____
Professional Surveyor No. 7865

_____
Date

X:\2024\20216\DWG\SHEETS\PLAT\20240216-05-PLAT-SECT5-PH01-01.DWG plotted by KIRK, MATTHEW on 5/9/2025 10:18:59 AM last saved by JMASTON on 2/4/2025 3:19:47 PM
XREFs: 20240216-05-SECTION-NAME & 2024-07-01-USER-SHEET-PHASE & 20240216-05-SECT5-PH01-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°47'46"W	40.00'
L2	S35°47'46"E	40.00'
L3	N54°12'14"E	40.43'
L4	S54°12'14"W	40.43'
L5	S05°00'36"E	80.00'
L6	N84°59'24"E	153.50'
L7	S15°49'03"W	127.49'
L8	N13°08'48"W	14.71'
L9	S86°29'54"W	26.64'
L10	N59°36'25"W	82.05'
L11	S30°23'35"W	20.00'
L12	N59°36'25"W	75.95'
L13	S86°29'54"W	14.27'
L14	S30°41'01"W	10.00'
L15	N30°41'01"E	15.00'
L16	N12°21'03"E	122.74'
L17	N63°54'56"W	32.12'
L18	S63°54'56"E	36.12'
L19	S05°43'34"E	55.18'
L20	N14°32'50"E	73.18'
L21	N52°12'21"E	32.11'
L22	N28°46'35"W	118.09'
L23	S89°22'45"E	23.54'
L24	N00°37'15"E	20.00'
L25	N89°22'45"W	23.54'
L26	S84°16'26"W	82.95'
L27	S05°43'34"E	348.91'
L28	S18°28'40"E	53.07'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

Line Type Legend

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

M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202411220009053

THE BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT
D.B. 200, P. 733
D.R.

See Sheet 3

See Sheet 4

Ⓣ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=S80°47'46"E Ch=49.50'

Ⓤ Δ=18°19'58" R=225.00' Arc=71.99' ChBrg=S68°28'58"E Ch=71.69'

Ⓥ S77°38'57"E 48.81'

Ⓦ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=N57°21'03"E Ch=49.50'

SCALE: 1" = 50'

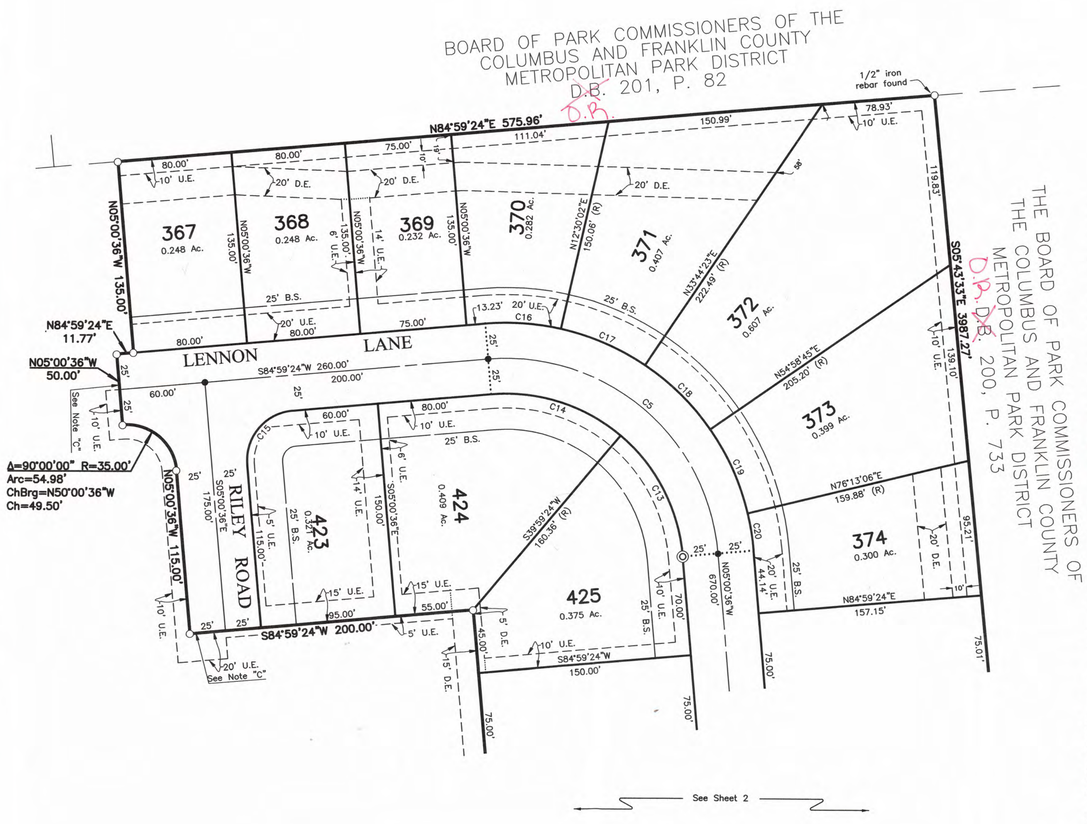
GRAPHIC SCALE (in feet)

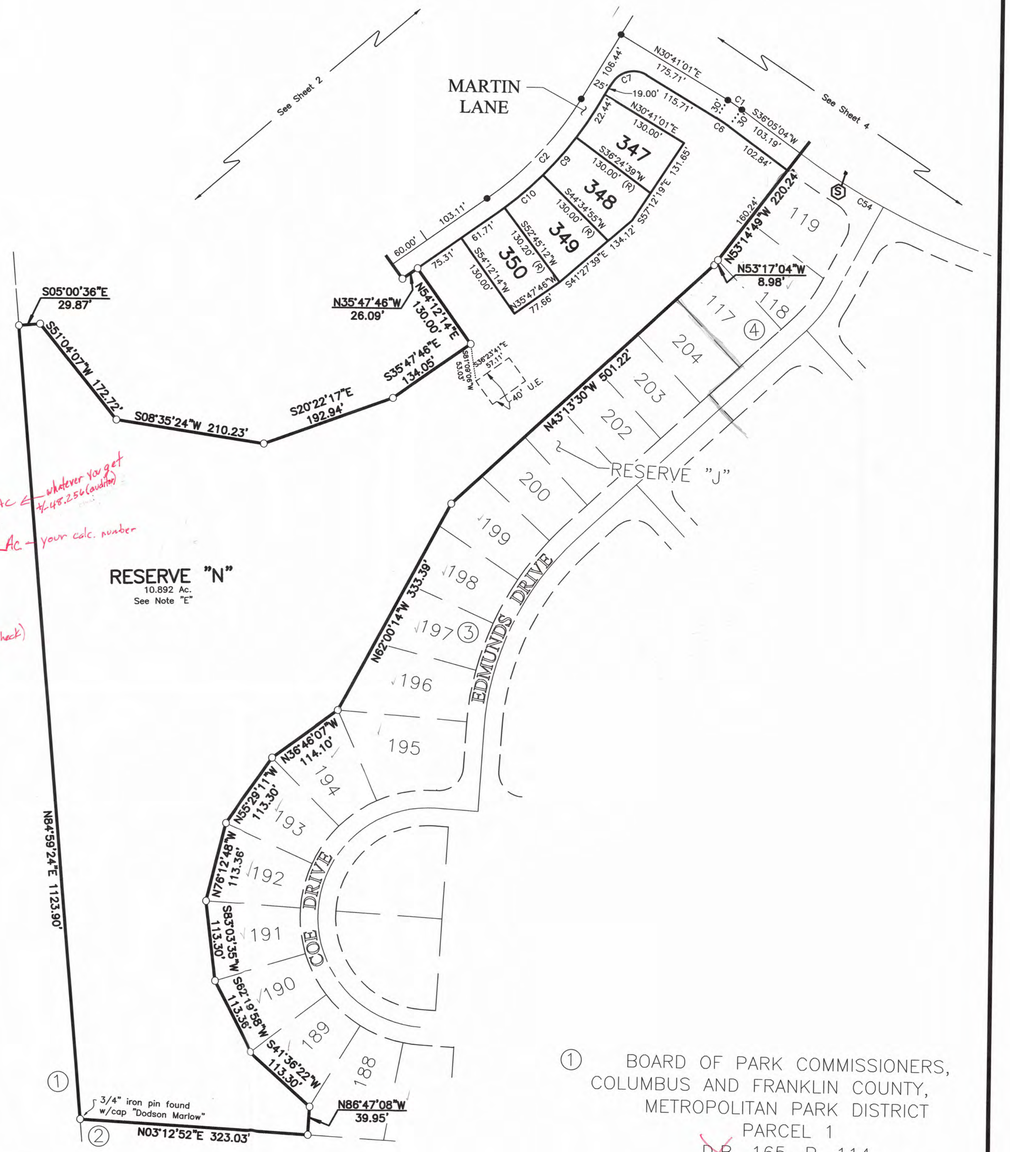
Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

J:\20240216\DWG\04SHEETS\PLAT\20240216-VG-PLAT-SEC5-PHS1-01.DWG plotted by KIRK MATTHEW on 5/9/2025 10:00:48 AM last saved by JMASTON on 2/4/2025 3:19:47 PM
Xrefs: 20240216-CS-REFR-NJ.DWG & 20240216-VG-0008-SEC5-PHS1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1





Line Type Legend

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

NOTE "A": At the time of platting, Glacier Pointe Section 5 Phase 1 is subject to the applicable provisions of the Jerome Township Zoning Resolution and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

NOTE "B" - ACREAGE BREAKDOWN: Glacier Pointe Section 5 Phase 1 is out of the following Union County Parcel Number:

17-0033003.0000
17-0033003.0080

Parcel Number	Map Number	
170-0230030.000	136-00-00-03.8000	78.833 Ac
170-0230030.020	136-00-00-03.8002	1.732 Ac
17-0033003.3000	136-00-00-038.0004	

Ac - whatever you get
Ac - your calc. number

NOTE "C": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat, right-of way deed or right-of-way easement.

NOTE "D" - ACREAGE BREAKDOWN:

Total acreage	80.565 Ac.
Reserves	64.543 Ac.
Acreage in lots	12.391 Ac. 12.479 (check)
Acreage in public rights-of-way	3.631 Ac.

NOTE "E" - RESERVES "N" AND "O": Reserves "N" and "O", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Glacier Pointe subdivisions for the purpose of open space.

NOTE "F": All of the land hereby being platted as Glacier Pointe Section 5 Phase 1 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 "G": 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 Glacier Pointe Section 5 Phase 1or 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 _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

1. 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.
2. 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.
3. 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.
4. Downspout drains shall not be connected directly to the roadway underdrains.
5. 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.
6. Grading of the storm water detention area shall not be changed.
7. All construction shall meet the requirements of the township, Union County and other applicable code authorities.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100
GRAPHIC SCALE (in feet)

SCALE: 1" = 100'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114 C.R.

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

J:\20240216\DWG\04SHEETS\PLAT\20240216-05-PLAT-SECS-PH01-01.DWG plotted by MASTON, JOHN on 2/4/2025 3:12:19 PM last saved by JMASTON on 2/4/2025 2:37:05 PM
Xrefs: 20240216-02-SITEPLAN.DWG & 2024-07-01-CSMP-PRELIMS & 20240216-05-COVER-SECS-PH01-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

THE BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT
O.R. D.B. 200, P. 733

S05°43'33"E 3987.27'

2935.39'

Existing Drainage Easement I.N. 202002190001590

Existing 100' Electric Easement D.B. 2210, P. 117

Existing D.E. P.B. 6, P. 97

Existing Drainage Easement I.N. 202002190001589

Existing 10' U.E. P.B. 6, P. 97

Δ=16°54'00" R=275.00'
Arc=81.11'
ChBrg=N08°48'03"W
Ch=80.82'

N17°15'03"W
16.43'

℄ MCKITRICK ROAD

S57°36'34"W 184.89'

Existing 20' U.E. P.B. 6, P. 97

Δ=60°29'21" R=1125.00'
Arc=1187.70'
ChBrg=N30°35'45"W
Ch=1133.31'

INGRAHAM LANE

Existing D.E. & U.E. P.B. 6, P. 97

Existing 20' U.E. P.B. 6, P. 97

N29°09'34"E 130.00'

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

RESERVE "O"
53.561 Ac.
See Note "E"

See Sheet 2

384 S81°54'44"E 130.00' (R) N18°00'53"E 110.08'
385 S82°03'29"E 130.00' (R) N37°52'08"E 110.08' S47°12'4"E 130.00' (R)
386 S17°36'21"E 130.00' (R) S02°29'51"W 134.78' (R)
387 S12°21'03"W 130.00'
388 S12°21'03"W 130.00'
389 S12°21'03"W 130.00'
390 S12°21'03"W 130.00'
391 S13°26'48"W 13(130.07')
392 S27°41'48"W 125.54' (R)
393 S30°41'01"W 125.00'
394 S30°41'01"W 125.00'

20' D.E. 20' U.E. 20' D.E.

D.E.

437.85' S77°38'57"E 112.39' N70°24'35"E 106.44' N30°41'01"E 175.71' 115.71' 103.54' S36°05'04"W 103.19' 18.15' 21.50' 75.00' N59°18'58"W 214.79'

Existing D.E. & U.E. P.B. 6, P. 106

5/8" Rebar Found

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

N65°29'56"W 130.00'

N11°26'51"W 450.00'

N11°22'37"W 75.94'

N09°59'03"W 78.49'

5/8" Rebar Found

Existing D.E. & U.E. P.B. 6, P. 97

120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145

GLACIER POINTE DRIVE

See Sheet 3

Ⓐ Δ=105°08'55" R=35.00' Arc=64.23' ChBrg=N69°49'15"W Ch=55.59'
Ⓑ N62°50'01"W 87.30'
Ⓒ N66°49'13"W 87.30'
Ⓓ N70°48'25"W 87.30'
Ⓔ N74°47'37"W 87.30'
Ⓕ N78°46'48"W 87.30'
Ⓖ N82°46'00"W 87.30'
Ⓗ N86°59'58"W 98.39'
Ⓘ N06°10'22"W 50.63'
Ⓙ N08°04'43"W 78.49'
Ⓚ N09°36'48"W 67.47'
Ⓛ N05°03'50"W 66.67'
Ⓜ N00°30'56"W 66.67'
Ⓝ N04°01'59"E 66.67'
Ⓞ N08°34'54"E 66.67'
Ⓟ N13°07'48"E 66.67'
Ⓠ N17°40'43"E 66.67'
Ⓡ N22°13'37"E 66.67'
Ⓢ Δ=11°33'41" R=970.00' Arc=195.73' ChBrg=N30°16'40"E Ch=195.40'
Ⓣ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=S80°47'46"E Ch=49.50'
Ⓤ Δ=18°19'58" R=225.00' Arc=71.99' ChBrg=S68°28'58"E Ch=71.69'
Ⓥ S77°38'57"E 48.81'
Ⓦ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=N57°21'03"E Ch=49.50'

100 80 60 40 20 0 50 100 200
GRAPHIC SCALE (in feet)

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

Line Type Legend

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

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

C:\20240216\DWG\SHEETS\PLAT\20240216-VS-PLAT-SECS-PH1-01.DWG plotted by MASTON, JOHN on 2/4/2025 3:13:06 PM last saved by MASTON on 2/4/2025 2:37:05 PM
Xrefs: 20240216-CS-REFR-N.DWG & 2024-07-10-ESMTS-PH1.DWG & 20240216-VS-COOR-SECS-PH01-01.DWG

Jerome Township Zoning Department

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

May 29, 2025

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

Re.: Glacier Pointe Section 5 Phase 1 – Final Plat

Dear Mr. Bodenmiller,

I have received the notification of application for approval of the final plat known as Glacier Pointe Section 5 Phase 1 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD), in accordance with the provisions of Case #PD17-125. A detailed development plan, Case #PD17-125 DDP-005, was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, and therefore, complies with the applicable zoning regulations for the district.

2. The noted labeled “Note A” on sheet #3 should be modified slightly to read as follows: At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

3. The applicant/developer should contact the Township Road Department if they wish to contract for snow removal services for the proposed streets prior to acceptance by the County Engineer.

Either a designee or I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions regarding this letter at that time.

Sincerely,

Eric Snowden

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

Brad Bodenmiller

From: Chad Green <cgreen@marysvilleohio.org>
Sent: Thursday, May 29, 2025 7:30 AM
To: Brad Bodenmiller
Subject: June LUC Comments

Brad

Here are the City's comments for the June meeting.

Curry Farm, Phase 1 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Curry Farm, Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Eversole Run Neighborhood, Section 8 (ERN-8), Phase 2 – Final Plat

- The City of Marysville does not have any further comments regarding this plat.

Glacier Pointe, Section 5, Phase 1 – Final Plat

- The standard Utility Easement language naming the utilities is missing. The following language shall be added to the final plat: *We the undersigned owners of the within platted land, do hereby grant unto Jerome Village Community Authority, the City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas and their successors and assigns (hereinafter referred to the grantee), a permanent right of way and easement upon the lands depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas, and communication signals for public and private use at such locations as the grantees may determine upon, within and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns or any other structure within said easement premises which may interfere with the installation and maintenance of, right to install, repair, augment and maintain service cables and pipelines 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.*

Chad Green, P.E.
Assistant City Engineer

City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7376 (office)
cgreen@marysvilleohio.org

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Wednesday, May 28, 2025 12:23 PM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Heather Martin; Joe Eads
Subject: RE: Copy of Distribution Letter + Plat for Glacier Pointe Section 5 Phase 1 Final Plat

Union Soil and Water has no comments for **Glacier Pointe, Section 5, Phase 1 – Final Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, May 27, 2025 10:59 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Heather Martin <heathermartin@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Glacier Pointe Section 5 Phase 1 Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Glacier Pointe, Section 5, Phase 1 – Final Plat**. Paper copies are being delivered/mailed today. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivisions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

June 2nd, 2025

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

Name of Development – Glacier Pointe Section 5

Details -

Number of Lots: 98
Front Setback: 25’
Side Setback: 5’ each side
Rear Setback: 5’
Placement of electric facilities – Rear lot

Union Rural Electric Terms and Conditions - Development must comply with URE’s Terms and Conditions for Supplying Electric Service.

Easement Requirements – URE has easement requirements of 20 feet for underground primary and secondary facilities.

- The actual location of electrical facilities can be located within a 10’ easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20’. When on a property line, URE will require a 10’ easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10’ beyond stream protection easements (when applicable).
- Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).
- Allow Utility ingress and egress of open space as necessary for maintenance, repairs, replacement of electric facilities.
- Where practical, do not place the easement area over building setbacks, adjacent to is acceptable. URE will not install the primary conductor within five feet of basement walls or building footers.
- Electric easements must be platted and shown on final plat plans.
- No permanent or semi-permanent structures, fencing, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with installation or maintenance of facilities.

Street Crossings and Adjacent Property Paths - Street crossing and adjacent property paths to be determined when facilities layout is completed.

Landscape Plans - Landscape Plans shall not interfere with URE utility easements or access to URE facilities and shall comply with any regulatory and/or NESC rules.

Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

URE Contacts:

- Matt Zarnosky – V.P. Engineering and Operations - Office 937-645-9246 – Cell 716-510-6640
- Brent Ransome – Manager of Engineering – Office 937-645-9241
- Ed Peper – Engineer – Office 937-645-9240
- Ron McGlone – Engineer – Office 937-645-9263
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

- Sheets 1-4 (see attached document titled URE easement exhibit 6-2-2025)
    1. URE will require a 10’ easement connecting lots 385-386.
    2. URE will require the 15’ and 5’ drainage easements extending from lots 426-434 to be classified as a “Drainage and Utility Easement”.
    3. URE will require a 20’ easement between lots 382 and 383.
    4. URE will require a 20’ easement between lots 433 and 434.

URE will still need to work with the developer to complete the electrical facility layout.

Regards,

Ron McGlone
Engineer
Union Rural Electric Cooperative, Inc
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9263

GLACIER POINTE SECTION 5 PHASE 1

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military District Survey Number 6581, containing 80.565 acres of land, more or less, said 80.565 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC** by deed of record in Instrument Number 202411220009053 and to **GLACIER POINTE DEVELOPMENT, LTD.** by deed of record in Instrument Number 202412200009929, Recorder's Office, Union County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL**, Area President, and **GLACIER POINTE DEVELOPMENT, LTD**., an Ohio limited company, by **MICHAEL J. DEASCENTIS**, President, owners of the land indicated on the accompanying plat, have authorized the platting thereof, do hereby certify that this plat correctly represents their **"GLACIER POINTE SECTION 5 PHASE 1"**, a subdivision containing Lots 347 to 350, 367 to 394, and 423 to 434, all inclusive, and areas designated as Reserves "N" and "O", and do hereby dedicate Glacier Pointe Drive, Lennon Lane, Martin Lane and Riley Road, and the easements shown hereon to the public use forever.

The owners hereby grant and reserve easements in, over and under those areas designated on this plat as "Drainage Easement" and "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 above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings 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.

In Witness Whereof, **TIMOTHY C. HALL, JR.,** Area President of **M/I HOMES OF CENTRAL OHIO, LLC,** has hereunto set his hand this ___ day of _____, 20___.

Signed and Acknowledged
In the presence of:

M/I HOMES OF CENTRAL OHIO, LLC

_____ By _____
TIMOTHY C. HALL, JR., Area President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL, JR.,** Area President of said **M/I HOMES OF CENTRAL OHIO, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

In Witness Whereof, **MICHAEL J. DEASCENTIS,** President of **GLACIER POINTE DEVELOPMENT, LTD.,** has hereunto set his hand this ____ day of _____, 20___.

Signed and Acknowledged
In the presence of:

GLACIER POINTE DEVELOPMENT LTD.

_____ By _____
MICHAEL J. DEASCENTIS, President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MICHAEL J. DEASCENTIS,** President of said **GLACIER POINTE DEVELOPMENT, LTD,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **GLACIER POINT DEVELOPMENT LTD.,** for the uses and purposes expressed herein.

In Witness Thereof, 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 _____, 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__

_____
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 _____, 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 transpired and the street improvements are accepted for public maintenance by Union County.

Approved this ___ day of _____, 20__ Union County Commissioners

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. ____.

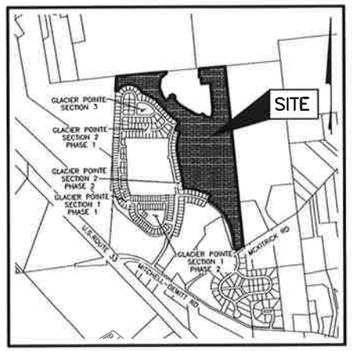
_____
Recorder, Union County, Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____

M/I Homes of Central Ohio, LLC
4131 Worth Avenue, Suite 310
Columbus, Ohio 43219

Glacier Pointe Development, Ltd.
230 West Broad Street, Suite 200
Columbus, Ohio 43215



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 were derived from RTK GPS observations using the Ohio Department of Transportation Virtual Reference System Equipment and software and determine a portion of the centerline of U.S. Route 33 to have a bearing of South 43° 55' 58" East.

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

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military District Survey Number 6581, Union County, Jerome Township, Ohio. The tract has an area of 3.631 acres in streets, 12.391 acres in lots, and 64.543 acres in reserves, making a total of 80.565 Acres.

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

I hereby certify that the accompanying plat is a correct representation of Glacier Pointe Section 5 Phase 1 as surveyed in March, 2024.

O = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\20240216\DWG\04PHET5\PLAT\20240216-PLAT-SEC5-PH5-01.DWG plotted by KIRK MATTHEW on 2/5/2025 10:18:59 AM last saved by JAMSTON on 2/4/2025 3:19:47 PM
Xrefs: 20240216-CS-METRIC.DWG & 20240216-CS-COORD-BASIS-PH5-01.DWG & 20240216-CS-DEMET-PH1.DWG & 20240216-CS-METRIC.DWG

GLACIER POINTE SECTION 5 PHASE 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°47'46"W	40.00'
L2	S35°47'46"E	40.00'
L3	N54°12'14"E	40.43'
L4	S54°12'14"W	40.43'
L5	S05°00'36"E	80.00'
L6	N84°59'24"E	153.50'
L7	S15°49'03"W	127.49'
L8	N13°08'48"W	14.71'
L9	S86°29'54"W	26.64'
L10	N59°36'25"W	82.05'
L11	S30°23'35"W	20.00'
L12	N59°36'25"W	75.95'
L13	S86°29'54"W	14.27'
L14	S30°41'01"E	10.00'
L15	N30°41'01"E	15.00'
L16	N12°21'03"E	122.74'
L17	N63°54'56"W	32.12'
L18	S63°54'56"E	36.12'
L19	S05°43'34"E	55.18'
L20	N14°32'50"E	73.18'
L21	N52°12'21"E	32.11'
L22	N28°48'35"W	118.09'
L23	S89°22'45"E	23.54'
L24	N00°37'15"E	20.00'
L25	N89°22'45"W	23.54'
L26	S84°16'26"W	82.95'
L27	S05°43'34"E	348.91'
L28	S18°28'40"E	53.07'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.98'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'16"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°06'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 88°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	68.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

④ GLACIER POINTE
SECTION 2 PHASE 2
P.B. 6, P. 106

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

M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202411220009053

THE BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT
D.B. 200, P. 733

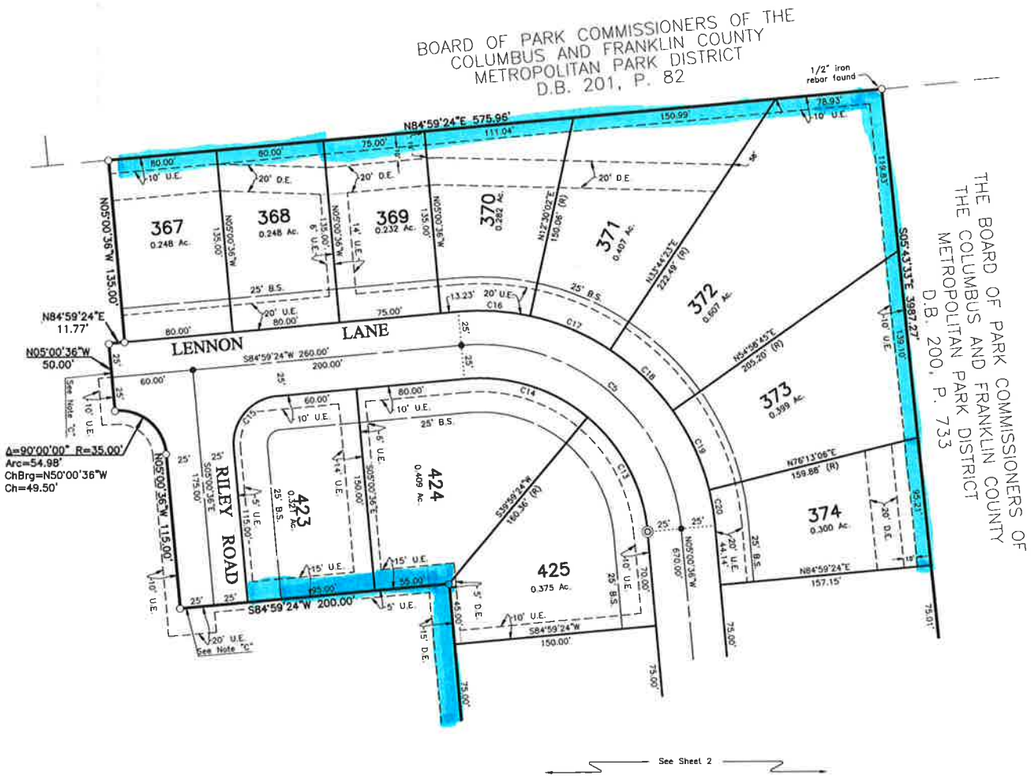
See Sheet 3
See Sheet 4

Ⓣ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=S80°47'46"E Ch=49.50'
Ⓤ Δ=18°19'58" R=225.00' Arc=71.99' ChBrg=S68°28'58"E Ch=71.69'
Ⓥ S77°38'57"E 48.81'
Ⓦ Δ=90°00'00" R=35.00' Arc=54.98' ChBrg=N57°21'03"E Ch=49.50'

SCALE 1" = 50'
GRAPHIC SCALE (in feet)

Legend
B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

GLACIER POINTE SECTION 5 PHASE 1



Line Type Legend

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

NOTE "A": At the time of platting, Glacier Pointe Section 5 Phase 1 is subject to the applicable provisions of the Jerome Township Zoning Resolution and the Township is the zoning authority. At the request of the zoning authority and in compliance with the subdivision regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

NOTE "B" - ACREAGE BREAKDOWN: Glacier Pointe Section 5 Phase 1 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
170-0230030.000	136-00-00-03.8000	78.833 Ac
170-0230030.020	136-00-00-03.8002	1.732 Ac

NOTE "C": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat, right-of way deed or right-of-way easement.

NOTE "D" - ACREAGE BREAKDOWN:

Total acreage	80.565 Ac.
Reserves	64.543 Ac.
Acreage in lots	12.391 Ac.
Acreage in public rights-of-way	3.631 Ac.

NOTE "E" - RESERVES "N" AND "O": Reserves "N" and "O", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Glacier Pointe subdivisions for the purpose of open space.

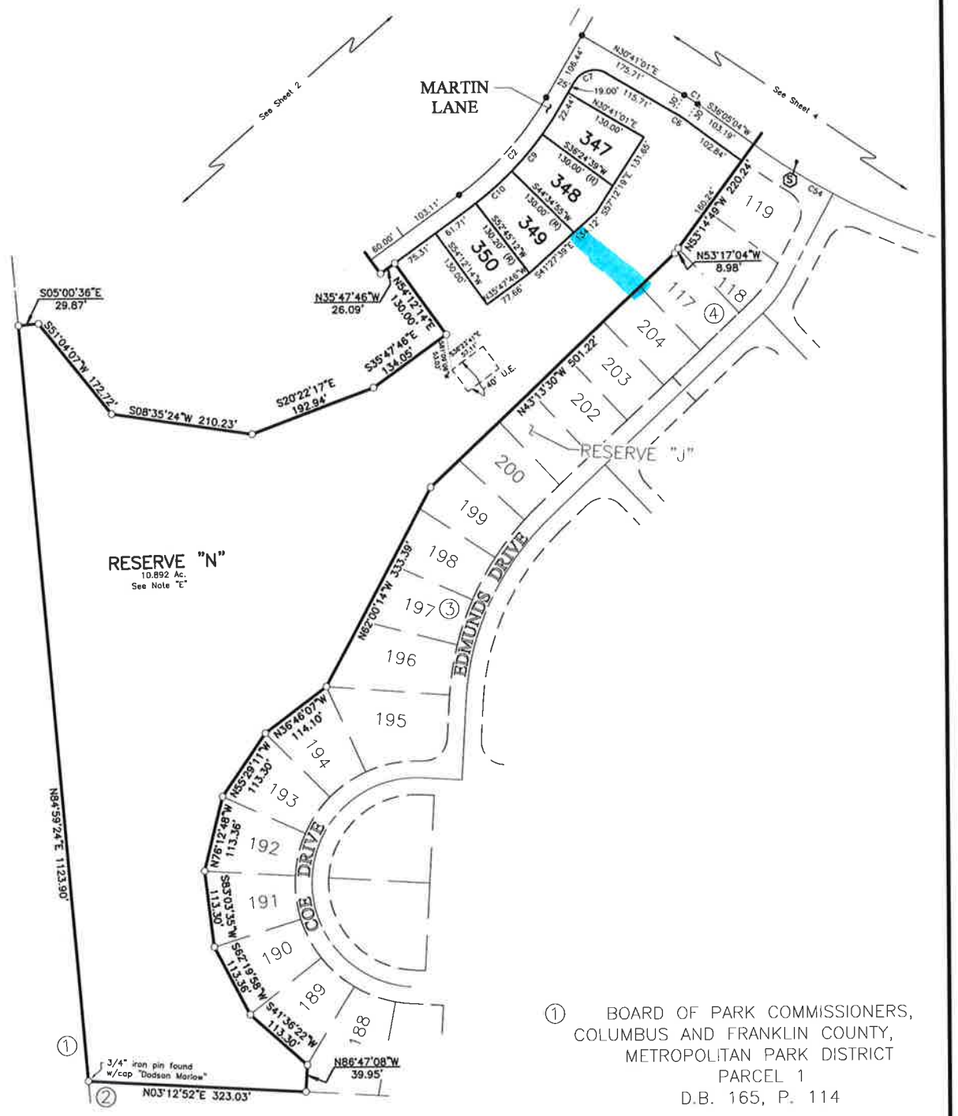
NOTE "F": All of the land hereby being platted as Glacier Pointe Section 5 Phase 1 is within Zone X (areas determined to be outside of the 0.2% chance floodplain) as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for the County of Union, Ohio (Unincorporated Areas), Community-Panel Number 39159C0390D with effective date of December 16, 2008.

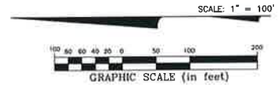
NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Glacier Pointe Section 5 Phase 1or 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

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

1. 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.
2. 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.
3. 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.
4. Downspout drains shall not be connected directly to the roadway underdrains.
5. 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.
6. Grading of the storm water detention area shall not be changed.
7. All construction shall meet the requirements of the township, Union County and other applicable code authorities.





Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.96'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°08'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 38°35'47" W	74.09'
C38	50°44'50"	45.00'	39.85'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.95'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	S 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'48"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.98'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°06'27" E	138.70'

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT PARCEL 1 D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC I.N. 202205100004739

③ GLACIER POINTE SECTION 3 P.B. 6, P. 151

④ GLACIER POINTE SECTION 2 PHASE 2 P.B. 6, P. 106

⑤ GLACIER POINTE SECTION 2 PHASE 1 P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC I.N. 202206270006210

J:\2024\0216\DWG\SHEET\PLAT\20240216-PLAT-SEC5-PH1-01.DWG plotted by MASTON, ON: or 2/4/2025 3:12:19 PM last saved by JMASTON on 2/4/2025 3:37:05 PM
Xrefs: 20240216-SD-RETR-N.DWG & 20240216-XS-CORR-SEC5-PH1-01.DWG

GLACIER POINTE SECTION 5 PHASE 1

THE BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT D.B. 200, P. 733

S05°43'33"E 3987.27'

2935.39'

Existing 100' Electric D.B. 216, P. 117

RESERVE "O"
53.561 Ac.
See Note "E"

Existing Drainage Easement I.N. 202002190001590

Existing D.E. P.B. 6, P. 97

Existing Drainage Easement I.N. 202002190001589

Existing 10' U.E. P.B. 6, P. 97

Existing 20' U.E. P.B. 6, P. 97

Existing D.E. & U.E. P.B. 6, P. 97

Existing 20' U.E. P.B. 6, P. 97

MCKITRICK ROAD

S57°36'14"W 164.89'

Δ=16°54'00" R=275.00'
Arc=81.11'
ChBrg=N08°48'03"W
Ch=80.82'

N17°15'03"W
16.43'

Δ=60°29'21" R=1125.00'
Arc=1187.70'
ChBrg=N30°35'45"W
Ch=1133.31'

INGRAHAM LANE

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

N29°09'34"E
130.00'

N11°26'51"W 450.00'

N11°22'37"W
75.94'

N09°59'03"W
78.49'

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

5/8" Rebar Found

Existing D.E. & U.E. P.B. 6, P. 106

5/8" Rebar Found

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

Existing D.E. & U.E. P.B. 6, P. 106

5/8" Rebar Found

5/8" Rebar Found "KORDAINEMETH, PS7799 PS7803"

N65°29'56"W
130.00'

Existing D.E. & U.E. P.B. 6, P. 106

S54°26'04"E
103.19'

N30°41'01"E
176.71'

GLACIER POINTE DRIVE

See Sheet 2

See Sheet 3

384 385 386 387 388 389 390 391 392 393 394

120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145

① BOARD OF PARK COMMISSIONERS, COLUMBUS AND FRANKLIN COUNTY, METROPOLITAN PARK DISTRICT
PARCEL 1
D.B. 165, P. 114

② PULTE HOMES OF OHIO, LLC
I.N. 202205100004739

③ GLACIER POINTE
SECTION 3
P.B. 6, P. 151

④ GLACIER POINTE
SECTION 2 PHASE 2
P.B. 6, P. 106

⑤ GLACIER POINTE
SECTION 2 PHASE 1
P.B. 6, P. 97

⑥ 8500 MCKITRICK ROAD LLC
I.N. 202206270006210

Ⓐ Δ=105°08'55" R=35.00'
Arc=64.23'
ChBrg=N69°49'15"W
Ch=55.59'

Ⓑ N62°50'01"W
87.30'

Ⓒ N66°49'13"W
87.30'

Ⓓ N70°48'25"W
87.30'

Ⓔ N74°47'37"W
87.30'

Ⓕ N78°46'48"W
87.30'

Ⓖ N82°46'00"W
87.30'

Ⓗ N86°59'58"W
98.39'

Ⓘ N06°10'22"W
50.63'

Ⓙ N08°04'43"W
78.49'

Ⓚ N09°36'48"W
67.47'

Ⓛ N05°03'50"W
66.67'

Ⓜ N00°30'56"W
66.67'

Ⓝ N04°01'59"E
66.67'

Ⓞ N08°34'54"E
66.67'

Ⓟ N13°07'48"E
66.67'

Ⓠ N17°40'43"E
66.67'

Ⓡ N22°13'37"E
66.67'

Ⓢ Δ=11°33'41" R=970.00'
Arc=195.73'
ChBrg=N30°16'40"E
Ch=195.40'

Ⓣ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=S80°47'46"E
Ch=49.50'

Ⓤ Δ=18°19'58" R=225.00'
Arc=71.99'
ChBrg=S68°28'58"E
Ch=71.69'

Ⓥ S77°38'57"E
48.81'

Ⓦ Δ=90°00'00" R=35.00'
Arc=54.98'
ChBrg=N57°21'03"E
Ch=49.50'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	5°24'03"	250.00'	23.57'	N 33°23'03" E	23.56'
C2	23°31'13"	475.00'	194.99'	N 47°33'22" W	193.62'
C3	18°19'58"	250.00'	79.99'	S 68°28'58" E	79.65'
C4	107°21'39"	164.27'	307.80'	N 48°40'14" E	264.71'
C5	90°00'00"	150.00'	235.62'	N 50°00'36" W	212.13'
C6	5°24'03"	220.00'	20.74'	N 33°23'03" E	20.73'
C7	90°00'00"	35.00'	54.98'	N 14°18'59" W	49.50'
C8	5°43'38"	500.00'	49.98'	S 56°27'10" E	49.96'
C9	8°10'16"	500.00'	71.31'	S 49°30'13" E	71.25'
C10	8°10'16"	500.00'	71.31'	S 41°19'57" E	71.25'
C11	1°27'03"	500.00'	12.66'	S 36°31'17" E	12.66'
C12	107°21'39"	139.27'	260.98'	N 48°40'14" E	224.42'
C13	45°00'00"	125.00'	98.17'	N 27°30'36" W	95.67'
C14	45°00'00"	125.00'	98.17'	N 72°30'36" W	95.67'
C15	90°00'00"	35.00'	54.98'	S 39°59'24" W	49.50'
C16	17°30'38"	175.00'	53.48'	N 86°15'17" W	53.27'
C17	21°14'22"	175.00'	64.87'	N 66°52'47" W	64.50'
C18	21°14'22"	175.00'	64.87'	N 45°38'26" W	64.50'
C19	21°14'22"	175.00'	64.87'	N 24°24'04" W	64.50'
C20	8°46'18"	175.00'	26.79'	N 09°23'45" W	26.76'
C21	13°05'52"	189.27'	43.27'	N 01°32'20" E	43.17'
C22	19°51'15"	189.27'	65.59'	N 18°00'53" E	65.26'
C23	19°51'15"	189.27'	65.59'	N 37°52'08" E	65.26'
C24	24°35'54"	189.27'	81.26'	N 60°05'43" E	80.63'
C25	20°06'11"	189.27'	66.41'	N 82°26'45" E	66.07'
C26	9°51'13"	189.27'	32.55'	S 82°34'33" E	32.51'
C27	1°05'45"	275.00'	5.26'	S 77°08'04" E	5.26'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C28	14°15'00"	275.00'	68.40'	S 69°25'42" E	68.22'
C29	2°59'13"	275.00'	14.34'	S 60°48'35" E	14.33'
C30	90°00'00"	35.00'	54.98'	S 75°41'01" W	49.50'
C31	5°24'03"	280.00'	26.39'	N 33°23'03" E	26.38'
C32	11°18'43"	415.00'	81.93'	N 30°08'25" W	81.80'
C33	4°15'26"	375.00'	27.86'	N 33°40'03" W	27.86'
C34	7°34'42"	213.00'	28.17'	N 57°59'35" E	28.15'
C35	30°47'10"	168.00'	90.27'	S 69°35'49" W	89.19'
C36	90°24'53"	50.00'	78.90'	N 50°13'03" W	70.97'
C37	110°49'39"	45.00'	87.04'	N 39°35'47" W	74.09'
C38	50°44'50"	45.00'	39.86'	N 41°11'28" E	38.57'
C39	17°48'24"	135.00'	41.96'	N 68°13'11" W	41.79'
C40	21°36'42"	165.00'	62.24'	S 66°19'01" E	61.87'
C41	7°16'23"	520.00'	66.01'	N 08°42'51" E	65.96'
C42	60°22'58"	34.91'	36.80'	S 57°59'43" W	35.12'
C43	19°53'22"	327.27'	113.61'	N 49°31'40" E	113.04'
C44	11°35'44"	327.27'	66.23'	N 68°46'21" E	66.12'
C45	112°39'21"	50.00'	98.31'	S 18°14'33" W	83.22'
C46	15°18'50"	89.00'	23.79'	N 30°25'43" W	23.72'
C47	31°30'54"	111.45'	61.30'	S 38°31'45" E	60.53'
C48	17°54'51"	271.18'	84.79'	S 63°14'37" E	84.44'
C49	63°12'25"	59.87'	66.05'	N 40°35'50" W	62.75'
C50	20°02'46"	59.87'	20.95'	N 20°15'31" E	20.84'
C51	126°00'28"	50.00'	109.96'	S 32°43'20" E	89.10'
C52	90°00'00"	50.00'	78.54'	N 39°16'26" E	70.71'
C53	53°06'48"	35.11'	32.55'	N 32°01'59" W	31.40'
C54	7°57'11"	1000.00'	138.81'	N 32°08'27" E	138.70'

GRAPHIC SCALE (in feet)
100 80 60 40 20 0 50 100 200

Legend

B.S. = Building Setback
D.E. = Drainage Easement
U.E. = Utility Easement
(R) = Radial to Street Centerline
(NR) = Non-Radial to Street Centerline

Line Type Legend

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

I:\2024\20240216\DWG\SHEETS\PLAT\20240216-05-PLAT-SEC5-PH01-01.DWG plotted by JMASTON, John on 2/4/2025 3:13:56 PM last saved by JMASTON on 2/4/2025 2:37:05 PM
xrefs: 20240216-C5-SITE-N.DWG & 20240216-VS-COVR-SEC5-PH01-01.DWG

Staff Report – Jefferson Township (L) Zoning Amendment

Applicant:	**Jefferson Township Zoning Commission** c/o John W. Phillips 62 CR 5N Zanesfield, OH 43360 Johnphillips211@gmail.com
Request:	The Jefferson Township Zoning Commission initiated an amendment to the text of the Zoning Resolution. The proposal amends Article II Definitions by adding Adult Use Cannabis related definitions and modifies Medical Marijuana related definitions. It also amends Section 1081 General Conditions for Medical Marijuana Entities and adds Section 1082 General Conditions for Adult Use Cannabis Operators.
Location:	Jefferson Township is in west-central Logan County, and contains the Village of Zanesfield and part of the Village of Valley Hi and the City of Bellefontaine.

Staff Analysis:	**Adult Use Cannabis Operators** The Township proposes to adopt Version 1 of the LUC Adult Use Cannabis Model Text. This establishes Adult Use Cannabis related definitions in Article II, and creates Section 1082 General Conditions for Adult Use Cannabis Operators, which prohibits Adult Use Cannabis Operators. LUC Staff notes: It may be wise of the Township Trustees to take additional action on adult use cannabis cultivation. Township Trustees can prohibit adult use cannabis cultivation by an additional and separate resolution, as it is unclear if it could be argued that the use is agricultural and exempt from local zoning. ○ Staff recommends including this information in the transmittal of the Zoning Commission's recommendation to the Trustees. **Medical Marijuana Entities** The Township adopted a previous iteration of the LUC Medical Marijuana Model Text, and prohibits all entities (Version 1). The amendment also includes changes that would amend Section 1081 General Conditions for Medical Marijuana Entities as well as the related definitions in Article II Definitions to match the current iteration of the LUC Model Text. **Prosecutor's Office** A copy of this proposal was forwarded to the County Prosecutor's Office for consideration and comment, and in an email dated 6/3/2025, Staff was notified that there are no concerns from that Office

Staff Report – Jefferson Township (L) Zoning Amendment

Staff Recommendations:	Staff recommends ***APPROVAL*** of the proposed zoning text amendment.
Z&S Committee Recommendations:	*Options for action:* • *Approval* • *Approval with Modifications (state modifications)* • *Denial*

Zoning Text Amendment Checklist

Date: May 12, 2025 Township: Jefferson (LC)

Amendment Title: Medical Marijuana Entities & Adult Use Operators

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	☒	☒
Date of Request (stated in cover letter)	☒	☒
Description of Zoning Text Amendment Change (s)	☒	☒
Date of Public Hearing (stated in cover letter)	☒	☒
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	☒	☒
Attachment of Zoning Text Amendment with changes highlighted or bolded	☒	☒
Copy of current zoning regulation, or section to be modified for comparison	☒	☒
Non-LUC Member Fee, If applicable	☒	☐

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

Date of Request.
May 12, 2025

Logan-Union-Champaign Regional Planning Commission
c/o Aaron Smith
PO Box 219
East Liberty, OH 43319
aaronsmith@lucplanning.com

RE: Zoning Text Amendment Application, Jefferson Township, Logan County
Amendment topic: Medical Marijuana Entities, Adult Use Cannabis Operators

Dear LUC Regional Planning Commission Committee Members:

The Jefferson Township Zoning Commission met at 5:30 PM on May 7, 2025. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.
The proposal amends Article II Definitions by modifying Medical Marijuana Related Definitions and adding Adult Use Cannabis Related Definitions. It also amends Section 1081 General Conditions for Medical Marijuana Entities and adds Section 1082 General Conditions for Adult Use Cannabis Operators.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are **bolded** and ~~struck~~. Please refer to these attachments for further information.

Public Hearing.
The Jefferson Township Zoning Commission of Logan County, Ohio, will hold a public hearing concerning the proposed amendments at 6:00 PM on June 12, 2025, at the Mormon Valley Farm in the Founders Room.

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

Name: John W Phillips
Email: johnphillips211@gmail.com
Address: 62 CR 5N
Zanesfield, OH 43360
Phone: 937/935-0560

Sincerely,

Attachments.
1. Proposed Zoning Resolution Text Amendments (text changes shown ~~removed~~ and **added**)

ARTICLE II DEFINITIONS

Interpretation of Terms or Words: For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

3. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.

4. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."

5. The word "lot" includes the words "plot" or "parcel".

Access Management Standards. Pursuant to Chapter 5522 of the Ohio Revised Code, Access Management Regulations are regulations adopted by the County Engineer for the purposes of promoting traffic safety and efficiency, maintaining proper traffic capacity and traffic flow, reducing vehicular accident frequency, minimizing the future expenditure of public revenues, and improving the design and location of access connections to county and township roads while at the same time providing necessary and reasonable ingress and egress to properties along those roads. The regulations establish the standards necessary to properly manage access to county and township roads. **Adopted 08/09/2021 (Resolution #21-08-01)**

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult use cannabis related definitions:

a) Adult Use Cannabis. Pursuant to ORC 3780 as amended or replaced from time to time, “adult use cannabis” has the same meaning as “marihuana” as defined in ORC 3719 as amended or replaced from time to time.
b) Adult Use Cannabis Operator. Pursuant to ORC 3780 as amended or replaced from time to time, “adult use cannabis operator” means an adult use cultivator, processor, and dispensary.
c) Cannabis. Pursuant to ORC 3780 as amended or replaced from time to time, “cannabis” has the same meaning as “marihuana” as defined in ORC 3719 as amended or replaced from time to time.
d) Cultivation Facility. Pursuant to ORC 3780 as amended or replaced from time to time, “cultivation facility” means a facility where a cultivator is licensed by the State of Ohio to operate.
e) Cultivate. Pursuant to ORC 3780 as amended or replaced from time to time, “cultivate” means to grow, harvest, package, and transport adult use cannabis.
f) Cultivator. Pursuant to ORC 3780 as amended or replaced from time to time, “cultivator” means an entity or person licensed by the State of Ohio to grow, harvest, package, and transport adult use cannabis.
g) Dispensary. Pursuant to ORC 3780 as amended or replaced from time to time, “dispensary” means an entity or person licensed by the State of Ohio to sell adult use cannabis.
h) Manufacture. Pursuant to ORC 3780 as amended or replaced from time to time, “manufacture” means the process of converting harvested plant material into adult use extract by physical or chemical means for use as an ingredient in an adult use cannabis product.
i) Marihuana. Pursuant to ORC 3780 as amended or replaced from time to time, “marihuana” has the same meaning as “marihuana” as defined in ORC 3719 as amended or replaced from time to time.
j) Marijuana. Pursuant to ORC 3780 as amended or replaced from time to time, “marijuana” has the same meaning as “marihuana” as defined in ORC 3719 as amended or replaced from time to time.
k) Processor. Pursuant to ORC 3780 as amended or replaced from time to time, “processor” means an entity or person licensed by the State of Ohio to manufacture adult use cannabis products.

l) Testing Laboratory. Pursuant to ORC 3780 as amended or replaced from time to time, "testing laboratory" means an independent laboratory licensed by the State of Ohio to have custody and use of adult use cannabis for scientific purposes and for purposes of instruction, research, or analysis.

Agriculture. "Agriculture" shall include farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry; including, but not limited to, the care and raising of livestock, equine, and fur bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber, pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

Farming – the raising of crops or livestock
Ranching – the raising or grazing of livestock
Aquaculture – the cultivation of aquatic plants or animals (as fish or shellfish) for human use.
Apiculture – raising and care of bees
Horticulture – cultivating and care of garden plants
Viticulture – planting and maintaining of grapevines
Animal Husbandry – the control and wise use of animals

"Medical marijuana" is not considered an "agricultural" use pursuant to ORC 519.21 (D). **Adopted 12/29/2017 (Resolution #2017-12-6)**

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable vegetative cover is not maintained.

Aviation Field (Private). Any privately owned and operated, F.A.A. approved runway, landing area or other facility designed, used or intended to be used for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage facilities and tiedown areas, hangers and other necessary buildings and open spaces.

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams, or girders.

Basement. A story all or partly underground but having at least one-halt of its height below the average level of the adjoining ground.

Bed & Breakfast: *A* house or portion thereof where short-term lodging and meals are provided for compensation. The operator of the Bed & Breakfast shall live on the premises or adjacent thereto. **Added 8/18/2010 (Resolution #201041)**

Boarding or Lodging House**:** ADDITION: This shall not apply to any commercial or non-commercial recreation facilities that may provide temporary lodging and/or food services to guests or participants. **Added 8/18/2010 (Resolution #201041)**

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

3. Width of lots containing ten (10) or more acres: For lots containing ten (10) acres or more in area, the actual distance between the side lot lines at any point along the lot depth shall not be less than the lot frontage requirements.

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot, Nonconforming. A lot does not meet the dimensional requirements of the district in which it is located that existed before these requirements became effective.

Lot of Record. A lot or parcel that exists as shown or described on a plat or deed in the records of the County Recorder and Engineer.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots and through lots is as follows:

1. Corner Lot. Any lot having at least two (2) contiguous sides abutting upon one or more streets, provided that the interior angle at the intersection of such two sides is less than one hundred thirty five (135) degrees.

2. Flag Lot. A lot not meeting minimum frontage requirements and where access to the public road is by a narrow, private right-of-way or driveway.

3. Interior Lot. A lot with only one frontage on a street.

4. Nonconforming Access Features. Features of the access system of a property that existed at the date of this articles' adoption that do not conform with the requirements of these regulations.

5. Through Lot. (also called a double frontage lot) – A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

6. Reversed Frontage Lot - A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet, and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operating and storing within enclosed structures; and generating little industrial traffic And no major nuisances.

Medical Marijuana Related Definitions.

~~a) Cultivate. Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.~~

~~b) Cultivator. Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.~~

~~c) Dispensary. Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.~~

~~d) Dispense. Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.~~

~~e) Manufacture. Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.~~

~~f) Marihuana. Has the same meaning as defined in ORC 3719.01, as amended from time to time.~~

~~g) Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.~~

~~h) Medical Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.~~

~~i) Medical Marijuana Entity. Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.~~

~~j) Medical Marijuana Processor. Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.~~

~~k) Testing Laboratory. Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis. **Adopted 12/29/2017 (Resolution ##2017-12-6)**~~

a) Cultivate. Pursuant to ORC 3796 as amended or replaced from time to time, "cultivate" means to grow, harvest, package, and transport medical marijuana.
b) Cultivator. Pursuant to ORC 3796 as amended or replaced from time to time, "cultivator" means an entity or person licensed by the State of Ohio to grow, harvest, package, and transport medical marijuana.
c) Dispensary. Pursuant to ORC 3796 as amended or replaced from time to time, "dispensary" means an entity or person licensed by the State of Ohio to sell medical marijuana.
d) Manufacture. Pursuant to ORC 3796 as amended or replaced from time to time, "manufacture" means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.
e) Marihuana. Pursuant to ORC 3796 as amended or replaced from time to time, "marihuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.
f) Marijuana. Pursuant to ORC 3796 as amended or replaced from time to time, "marijuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.
g) Medical Marijuana. Pursuant to ORC 3796 as amended or replaced from time to time, "medical marijuana" means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.
h) Medical Marijuana Entity. Pursuant to ORC 3796 as amended or replaced from time to time, "medical marijuana entity" means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.
i) Processor. Pursuant to ORC 3796 as amended or replaced from time to time, "processor" means an entity or person licensed by the State of Ohio to manufacture medical marijuana products.
j) Testing Laboratory. Pursuant to ORC 3796 as amended or replaced from time to time, "testing laboratory" means an independent laboratory licensed by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

Mining, Commercial Quarries, Sand and Gravel Pits. Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction.

Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park.

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Nonconforming Access Features. Features of the access systems of a property that existed at the date of this articles' adoption that do not conform with the requirements of these regulations.

F. Warning Signs:

1. Appropriate warning signs to address voltage shall be posted (where and meeting sign requirements).

G. Building Permits:

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

H. Fencing:

1. The wind turbine tower shall be fenced with a minimum 6 feet and maximum 10 feet in height fence which will be placed not less than 10 feet from the base of the tower in such a manner as to prevent unauthorized persons from having access to the structure and equipment.

I. Aesthetics:

1. The turbine, including prop blades, turbine, cowling, tower etc. shall remain a non reflective neutral color such as white or gray, with logos or identification marks other than those of the manufacturer and model type to be prohibited.

2. A requirement as to color being neutral and non reflective assures that the wind turbine will have less impact on neighboring properties aesthetics.

II. Permits

A. A permit shall be required before construction can commence on an individual wind turbine project.

B. As part of the permit process, the applicant shall inquire with the County Building Regulations as to whether or not additional height restrictions are applicable due to the unit's location in relation to any local airports.

C. The applicant shall then provide the Township Zoning Inspector with the following items and or information when applying for a permit:

1. Location of all public and private airports in relation to the location of the wind turbine.

2. A report that shows:

a. The total size and height of the unit.

b. If applicable, the total size and depth of the unit's foundation structure as well as soil and bedrock data.

c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.

d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.

e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.

f. Hazardous materials containment and disposal plan.

3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, and neighboring property lines.

4. Evidence of an established setbacks of 1.1 times the height of the wind turbine and "clear fall zone."

5. A maintenance schedule as well as a dismantling plan that outline how the unit will be dismantled shall be required as part of the permit.

Section 1081 General Conditions for Medical Marijuana Entities

In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations that provide for State-authorized medical marijuana ~~land uses consistent with ORC 519 and ORC 3796. ORC 519.21 and ORC 3796 allow regulation of the location of medical marijuana~~ cultivators, processors, ~~or~~ and dispensaries within the unincorporated areas of the township.

1. Not an Agricultural Use. ~~Medical marijuana is~~The Cultivation, manufacture, and/or sale of medical marijuana shall not considered an "agricultural" use pursuant to ORC 519.21 (D).
2. Zoning Districts. No medical marijuana entity including a cultivator, processor, and/or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. No medical marijuana cultivation, manufacture, and/or sale by a medical marijuana entity shall occur in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, and/or dispensary shall be permitted as a home occupation.

2. a. Medical marijuana entities including cultivators, processors, and/or dispensaries are prohibited in any zoning district.

3. Mobile Building Prohibited. No medical marijuana cultivator, processor, and/or dispensary shall be located within a mobile building. **Adopted 12/29/2017 (Resolution #2017-12-6)**

Section 1082 General Conditions for Adult Use Cannabis Operators.
In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations for State-authorized adult use cannabis cultivators, processors, and dispensaries within the unincorporated area of the township.

1. Not an Agricultural Use. The cultivation, manufacture, and/or sale of adult use cannabis shall not be considered an "agricultural" use.
2. Zoning Districts. No adult use cannabis operator including a cultivator, processor, and/or dispensary shall be located in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. No adult use cannabis cultivation, manufacture, and/or sale by an adult use cannabis operator shall occur in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, and/or dispensary shall operate as a home occupation.
    a. Adult use cannabis operatirs including cultivators, processors, and/or dispensaries are prohibited in any zoning district.
3. Mobile Building Prohibited. No adult use cannabis cultivator, processor, or dispensary shall be located within a mobile building.

Section 1084 Small Solar Energy Systems **Revised 06/10/2021**

A. Accessory Solar Energy Systems
It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use. The maximum size of any solar energy system is 35 kW.
2. An accessory solar energy system shall not be used for the generation of power for the sale of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Accessory solar energy systems with a generation output of one thousand (1,000) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of one thousand (1,000) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
4. Roof/Building mounted accessory solar energy systems:
    a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
    b. May be mounted to a principal or accessory building.
    c. The height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
5. Ground/Pole mounted solar energy systems:
    a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.

Staff Report – Leesburg Township (U) Zoning Amendment

Applicant:	**Leesburg Township Zoning Commission** c/o Matt Furer 11345 Hopewell Rd Marysville, OH 43040
Request:	The Leesburg Township Trustees initiated an amendment to the text of the Zoning Resolution. The proposal amends Article II Definitions; public notice requirements in section 546, 547, 548, and 566; Article VI Amendment; the Official Schedule of District Regulations (uses); Section 1002 Private Swimming Pools; Section 1005 Parking and Storage of Certain Vehicles; Section 1007 Fences & Walls; Section 1065 General Conditions for Medical Marijuana Entities; Section 1066 General Conditions for Adult Use Cannabis Operators; Section 1070 Agritourism; Section 1122 Width of Driveway Aisle.
Location:	Leesburg Township is in east-central Union County, and contains the Village of Magnetic Springs and the unincorporated area of Pharisburg.

Staff Analysis:	**Agritourism** The definition of "agriculture" and "agritourism related definitions" have been updated to reflect how the terms are currently defined in the ORC. The proposed text would amend Section 1070 Agritourism. The ORC allows for regulation of agritourism, but limits this to "such factors pertaining to agritourism…as size of a structure used primarily for agritourism, size of parking areas that may be required, setback building lines for structures used primarily for agritourism, and egress or ingress where such regulation is necessary to protect public health and safety". The proposed amendment leaves agritourism as a conditional use in all zoning districts. As proposed, only the Board of Zoning Appeals (BZA) procedure is used, not the general or supplementary conditions for conditional uses; only the conditions listed in Section 1070 can be applied by the BZA. ○ Staff recommends reviewing and fixing the formatting of Section 1070, as there appears to be errors with the indentation for #3. **Swimming Pool Barriers** The proposed amendment removes requirements for a barrier to be placed around a residential swimming pool. For context, the Union County Building Department requires pool barriers, and a powered safety cover is an option available to homeowners for this

requirement. Residential swimming pool barrier requirements are an additional, optional code adopted by the County. Logan County and Champaign County building departments/authorities do not have a residential swimming pool barrier requirement.

LUC Staff are opposed to this proposed change. The American Academy of Pediatrics (AAP), Centers for Disease Control (CDC), U.S. Consumer Product Safety Commission, and more organizations working in the public health space agree that a power safety cover alone is not adequate protection to prevent drownings of unsupervised children.

- Staff recommends leaving the barrier requirements in place and modifying it with Staff-provided language that has been recommended to other Townships.

Adult Use Cannabis Operators

The Township proposes to adopt Version 1 of the LUC Adult Use Cannabis Model Text. This establishes Adult Use Cannabis related definitions in Article II, and creates Section 1066 General Conditions for Adult Use Cannabis Operators, which prohibits Adult Use Cannabis Operators.

- Staff recommends reviewing and fixing the formatting of Section 1066, as there appears to be errors with the list numbering.

LUC Staff notes: It may be wise of the Township Trustees to take additional action on adult use cannabis cultivation. Township Trustees can prohibit adult use cannabis cultivation by an additional and separate resolution, as it is unclear if it could be argued that the use is agricultural and exempt from local zoning.

- Staff recommends including this information in the transmittal of the Zoning Commission's recommendation to the Trustees.

Medical Marijuana Entities

The Township adopted a previous iteration of the LUC Medical Marijuana Model Text, that conditionally permitted some entities in the U-1 and M-1 Zoning Districts (Version 2). The Township is amending Section 1065 General Conditions for Medical Marijuana Entities to prohibit all Medical Marijuana Entities in any zoning district and removing them from the list of permitted and conditional uses in the Official Schedule of District Regulations. The amendment also modifies the related definitions in Article II Definitions to match the current iteration of the LUC Model Text.

- Staff recommends reviewing and fixing the formatting of Section 1066, as there appears to be an error with the list numbering.

Dwellings
Organized definitions under "Dwelling related definitions" and updated definitions to match those recommended by LUC to other Townships. The definition of family is also modified.

Fences & Walls
The Township is adding Section 1007 Fences & Walls as well as the definition of "Fence or Wall" in Article II Definitions. This language, while not model text, is the same text LUC has recommended to other Townships.

- Staff recommends placing this text in Section 1013, rather than Section 1007. This aligns with the original model text and follows Section 1012 Visibility at Intersections.
- Staff recommends moving "(3)" to between "three" and "feet" in Section 1007(1)(d).

BZA Public Notices
The Township is modifying several sections in Article V Administration. The change eliminates specific public notice requirements, and instead references the relevant ORC language. This is similar to what has been recommended to other Townships.

Zoning Amendments
The Township is modifying Article VI Amendments. Instead of listing out the entire process, it leaves in place application and initiation information, but then references ORC 519.12 for the remainder of the process. This is similar to what has been recommended to other Townships.

Driveway Width
The Township is adding language to require a clearance width and height for residential driveways for vehicle clearance in Section 1122 Width of Driveway Aisle. Upon further review of this proposed text, that LUC Staff helped author, Staff has determined that the language needs to be refined.

- Staff recommends striking the proposed language, and instead adding a new section:
  "Section 1123 Driveways for Single and Two Family Dwellings. Driveways serving single family and two family dwellings shall:
  1. Not be less than twelve (12) feet in width and shall be constructed over a durable and dust-free surface.
  2. Maintain a horizontal clearance of twelve (12) feet and a vertical clearance of fifteen (15) feet along the path of driveway for the purpose of vehicle access.
  3. Any gate along the path of the driveway shall maintain a horizontal clearance of fourteen (14) feet and a vertical clearance of fifteen (15) feet for the purpose of vehicle access. "

Staff Report – Leesburg Township (U) Zoning Amendment

Staff Recommendations:	Staff recommends ***APPROVAL WITH MODIFICATIONS*** of the proposed zoning text amendment. Those modifications are: ○ Leave the swimming pool barrier requirements in place and modify it with Staff-provided language that has been recommended to other Townships. ○ Review and fix the formatting of Section 1066, as there appears to be errors with the list numbering. ○ Review and fix the formatting of Section 1065, as there appears to be errors with the list numbering. ○ Move fence and wall requirements to Section 1013, rather than Section 1007. This aligns with the original model text and follows Section 1012 Visibility at Intersections. ○ In Section 1007 Fences and Walls, move "(3)" to between "three" and "feet" in Section 10007(1)(d). ○ Recommend to the Trustees to take action, by additional and separate resolution, to prohibit Adult Use Cannabis Operators. ○ Strike the proposed language of Section 1122, and instead create "Section 1123 Driveways for Single and Two Family Dwellings" with the text provided by LUC Staff in the Staff Report.

Z&S Committee Recommendations:	*Options for action:* • *Approval* • *Approval with Modifications (state modifications)* • *Denial*

Leesburg Township
Union County, Ohio

Zoning Resolution

Amendment

DRAFT - 06-02-2025

This version: Amended and restated to reflect amendments adopted _____, 20__.

~~Leesburg Township~~
~~Union County, Ohio~~

~~Zoning Resolution~~

~~Adopted: July 10, 2023~~

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PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF LEESBURG, UNION COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS, ENCOURAGING, REGULATING AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION AND USE OF STRUCTURES AND LAND; PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL., RECREATIONAL, AND PUBLIC AREAS, PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY BY REGULATING THE USE OF LAND AND BUILDINGS AND THE BULK OF STRUCTURES IN RELATIONSHIP TO SURROUNDING PROPERTIES; LIMITING CONGESTION IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND; PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREAFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESOLUTION OR ANY AMENDMENT THERETO. ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE AND FOR THE REPEAL THEREOF.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF LEESBURG, UNION COUNTY, OHIO.

ARTICLE I TITLE, INTERPRETATION AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the "Zoning Resolution of the Township of Leesburg, Union County, Ohio."

Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. In adopting this Resolution, the Township recognizes the restrictions on its zoning authority in ORC 519.21 *Powers not conferred on township zoning commission by chapter*. ORC 519.21 is a statute, created and maintained by the State, which limits the authority of townships and establishes what is commonly referred to as the "agriculture exemption". How ORC 519.21 impacts this Resolution is described herein.

This Resolution does not affect the use of any land for agricultural purposes, or the construction or use of buildings or structures incident to the use for agricultural purposes of the land on which such buildings or structures are located and no zoning certificate shall be required for any such building or structure. (Residential dwellings do require a permit however.) The Township does, however, assert its authority to adopt zoning regulations to the full extent allowed by law.

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There are two conditions where the agriculture exemption does not apply. 1) In any platted subdivision; and, 2) In any area consisting of fifteen or more lots approved under ORC 711.131 that are contiguous to one another, or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road. When either of these two conditions exist, the requirements of this Resolution apply to:

1. Agriculture on lots of one acre or less; and,
2. Buildings or structures incident to the use of land for agricultural purposes on lots greater than one acre but not greater than five acres by: setback building lines, height, and size; and,
3. Dairying and animal and poultry husbandry on lots greater than one acre but not greater than five acres when at least thirty-five percent of the lots in the subdivision are developed with at least one building, structure, or improvement that is subject to real property taxation or that is subject to the tax on manufactured and mobile homes. After thirty-five percent of the lots are so developed, dairying and animal and poultry husbandry shall be considered nonconforming.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this Resolution shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date.
All Resolutions or parts of Resolutions in conflict with this Zoning Resolution or inconsistent with the provisions of this Resolution are hereby repealed to extent necessary to give this Resolution full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.

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ARTICLE II DEFINITIONS

Interpretation of Terms or Words: For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

3. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.

4. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."

5. The word "lot" includes the words "plot" or "parcel."

Access Management. The process of providing and managing access to land development while preserving the regional flow of traffic in terms of safety, capacity, and speed.

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult Entertainment Facilities. A facility having a significant portion of its function as adult entertainment which includes the following listed categories:

1. **Adult Bookstore**. An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or relating to "specified sexual activities" or "specified anatomical areas" as herein defined or an establishment with a segment or section devoted to the sale or display of such material.
2. **Adult Booth**. Any area of a sexually oriented business establishment or tattoo parlor set off from the remainder of such establishment by one or more walls or other dividers or partitions and used to s how, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of "specified anatomical areas" or the conduct or simulation of "specified sexual activities."
3. **Adult Material**. Any of the following, whether new or used:
    a. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of "specified anatomical areas" or the conduct or simulation of "specified sexual activities."

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b. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, or description of "specified anatomical areas" or the conduct or simulation of "specified sexual activities."
c. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with "specified sexual activities" or that depict or describe "specified anatomical areas."

4. **Adult Mini Motion Picture Theatre**. A facility with a capacity for less than fifty (50) persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.
5. **Adult Motion Picture Theatre**. A facility with a capacity of fifty (50) or more persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.
6. **Adult Entertainment Business**. Any establishment involved in the sale or services or products characterized by the exposure or presentation of "specified anatomical areas" or physical contact of live males or females, and which is characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons. Services or products included within the scope of adult entertainment business are photography, dancing, reading, massage, and similar functions which utilize activities as specified above.

Adult use cannabis related definitions:

a) **Adult Use Cannabis.** Pursuant to ORC 3780 as amended or replaced from time to time, "adult use cannabis" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

b) **Adult Use Cannabis Operator.** Pursuant to ORC 3780 as amended or replaced from time to time, "adult use cannabis operator" means an adult use cultivator, processor, and dispensary.

c) **Cannabis.** Pursuant to ORC 3780 as amended or replaced from time to time, "cannabis" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

d) **Cultivation Facility.** Pursuant to ORC 3780 as amended or replaced from time to time, "cultivation facility" means a facility where a cultivator is licensed by the State of Ohio to operate.

e) **Cultivate.** Pursuant to ORC 3780 as amended or replaced from time to time, "cultivate" means to grow, harvest, package, and transport adult use cannabis.

f) **Cultivator.** Pursuant to ORC 3780 as amended or replaced from time to time, "cultivator" means an entity or person licensed by the State of Ohio to grow, harvest, package, and transport adult use cannabis.

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g) **Dispensary.** Pursuant to ORC 3780 as amended or replaced from time to time, "dispensary" means an entity or person licensed by the State of Ohio to sell adult use cannabis.

h) **Manufacture.** Pursuant to ORC 3780 as amended or replaced from time to time, "manufacture" means the process of converting harvested plant material into adult use extract by physical or chemical means for use as an ingredient in an adult use cannabis product.

i) **Marihuana.** Pursuant to ORC 3780 as amended or replaced from time to time, "marihuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

j) **Marijuana.** Pursuant to ORC 3780 as amended or replaced from time to time, "marijuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

k) **Processor.** Pursuant to ORC 3780 as amended or replaced from time to time, "processor" means an entity or person licensed by the State of Ohio to manufacture adult use cannabis products.

l) **Testing Laboratory.** Pursuant to ORC 3780 as amended or replaced from time to time, "testing laboratory" means an independent laboratory licensed by the State of Ohio to have custody and use of adult use cannabis for scientific purposes and for purposes of instruction, research, or analysis.

Agriculture. Pursuant to ORC 519.01 as amended or replaced from time to time, "~~Agriculture~~"agriculture" ~~as defined in Ohio Revised Code 519.01,~~ includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and furbearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber~~,~~; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

~~Agritourism related definitions:~~

~~a) Agricultural Production. Has the same meaning as defined in ORC 929.01 as amended, from time to time. Commercial animal or poultry husbandry, aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage, and~~

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~~marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth; land devoted to biodiesel production, biomass energy production, electric or heat energy production, or biologically derived methane gas production if the land on which the production facility is located is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use, provide that at least fifty per cent of the feedstock used in the production was derived from parcels of land under common ownership or leasehold. Agricultural production includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five per cent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Revised Code.~~

~~b) Agritourism. An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.~~

~~c) Agritourism Provider. A person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.~~

~~d) Farm. As used in relation to Agritourism, a Farm is land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars ($2,500) from agricultural production.~~

Agritourism related definitions:

- **Agricultural Production** – Pursuant to ORC 901.80 and 929.01, as amended or replaced from time to time, "agricultural production" means commercial aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth. "Agricultural production" includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five per cent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Revised Code.
- **Agritourism** – Pursuant to ORC 901.80 as amended or replaced from time to time, "Agritourism" means an agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets,

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conducted on a Farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.

- **Agritourism Provider** – Pursuant to ORC 901.80, as amended or replaced from time to time, "Agritourism provider" means a person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.
- **Farm** – Pursuant to ORC 901.80 as amended or replaced from time to time, "Farm" means land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars ($2,500) from agricultural production.

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting, and steam cleaning of vehicles.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors, and motorcycles.

Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams, or girders.

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Building. Any structure designed or intended for the support, enclosure shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip, and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building Line. See setback line.

Building, Manufactured. A manufactured building has the following features or characteristics: It is (1) mass produced in a factory; (2) designed and constructed for transportation to site with or without a chassis for installation and use when connected to

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required utilities; (3) either an independent, individual factory erected building or a module with two or more sides erected at the factory., for combination with other elements to form a building on the site.

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, supermarkets, etc.

Business, Drive-in. Any business, structure, or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises. Some retail sales may be involved in connection with the service rendered.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services, and clothing shops.

Chassis. The steel undercarriage, supporting framework to which a dwelling is permanently attached.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with room or board or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational, fraternal, or recreational purpose primarily for the exclusive use of members and their guests.

Common Access Driveway. A common access driveway (CAD) is a privately constructed, privately owned, and privately maintained driveway within an ingress/egress easement serving more than one lot (or parcel) but not more than five lots (or parcels), properly installed in accordance with the requirements of the Union County Engineer and for which Union County and Leesburg Township accept no responsibility or liability for maintenance and dispute resolution, either initially or at any time in the future. A common access drive provides an alternative to construction of public or private streets for accessing small numbers of lots and reduces the number of driveways along public roads.

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Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit. A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.

Construction Trailer. A temporary building or trailer used in conjunction with construction work that only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. A construction trailer shall not be used as a residential dwelling.

Corner Lot. See Lot Types.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. ***Gross Density.*** The number of dwelling units per acre of the total land to be developed.

2. ***Net Density.*** The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Dwelling Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

Dwelling related definitions:

- **Dwelling, Industrialized Unit.** Pursuant to ORC 3781.06 (C) (3) as amended or replaced from time to time, "industrialized unit" means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. "Industrialized unit" includes unit installs on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. "Industrialized unit" does not include a manufactured home as defined herein or a mobile home as defined herein.

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- **Dwelling, Manufactured Home.** Pursuant to ORC 3781.06(C)(4) as amended or replaced from time to time, "manufactured home" means a building unit or assembly of closed construction that is fabricated in an off site facility and constructed in conformance with the Federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the Manufactured Housing Construction and Safety Standards Act of 1974, 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable Federal construction and safety standards.
- **Dwelling, Manufactured Home (Permanently Sited).** Pursuant to ORC 3781.06 (C) (6) as amended or replaced from time to time, "permanently sited manufactured home" means a manufactured home that meets all of the following criteria:
    a. The structure is affixed to a permanent foundation and is connected to appropriate facilities. "Permanent foundation" means permanent masonry, concrete, or a footing or foundation approved by the Ohio Division of Industrial Compliance pursuant to ORC 4781, to which a manufactured home may be affixed; and,
    b. The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of a least 1,200 square feet; and,
    c. The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering; and,
    d. The structure was manufactured after January 1, 1995; and,
    e. The structure is not located in a manufactured home park as defined by ORC 4781.01 as amended or replaced from time to time.
- **Dwelling, Mobile Home.** Pursuant to ORC 4501.01 (O), "mobile home" means a building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined herein or as an industrialized unit as defined herein.
- **Dwelling, Multi-Family.** A dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.
- **Dwelling, Rooming House (Boarding House, Lodging House, Dormitory).** A dwelling or part thereof, other than a hotel, motel, or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.
- **Dwelling, Single-Family.** A dwelling (except a manufactured home not permanently sited or a mobile home) consisting of a single dwelling unit only, separated from other dwelling units by open space.

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Dwelling, Single-Family. A dwelling (except a mobile home or manufactured home not permanently sited) consisting of single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Multi-Family. A dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, Industrialized Unit. Pursuant to ORC 3781.06 (C) (3), "industrialized unit" means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. "Industrialized unit" includes unit installs on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. "Industrialized unit" does not include a manufactured home as defined herein or a mobile home as defined herein.

Dwelling, Manufactured Home. Pursuant to ORC 3781.06 (C) (4), "manufactured home" means a building unit or assembly of closed construction that is fabricated in an off-site facility and constructed in conformance with the federal construction and safety standards established by the secretary of housing and urban development pursuant to the "Manufactured Housing Construction and Safety Standards Act of 1974," 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable federal construction and safety standards.

Dwelling, Manufactured Home (Permanently Sited). Pursuant to ORC 3781.06 (C) (6), "permanently sited manufactured home" means a manufactured home that meets all of the following criteria:

a) The structure is affixed to a permanent foundation and is connected to appropriate facilities. "Permanent foundation" means permanent masonry, concrete, or a footing or foundation approved by the Ohio Department of Commerce pursuant to ORC 4781, to which a manufactured home may be affixed; and,
b) The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of at least nine hundred square feet; and,
c) The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering; and,
d) The structure was manufactured after January 1, 1995; and,
e) The structure is not located in a manufactured home park as defined herein.

Dwelling, Mobile Home. Pursuant to ORC 4501.01 (O), "mobile home" means a building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more

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~~square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined herein or as an industrialized unit as defined herein.~~

~~**Dwelling, Rooming House (Boarding House, Lodging House Dormitory).** A dwelling or part thereof, other than a hotel, motel or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.~~

Essential Services. The erection, construction, alteration or maintenance, by public utilities, municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities, municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more ~~individuals related by blood, marriage, or adoption, or not more than five individuals who are not so related,~~ persons living together as a single housekeeping unit in a dwelling unit, and maintaining and using the same and certain other housekeeping facilities in common.

Fence or Wall. A "fence" is a barrier used as a boundary, separation, means of protection or means of controlling access, screening, confinement, or decoration. Materials commonly used include wood, wire, iron, etc. A "wall" is a solid fence or is the solid portion of a fence. A "wall" is a barrier constructed so that the vertical surface is closed, thus preventing the passage of light, air, and vision in a horizontal plane. Materials commonly used include masonry, brick, metal, etc.

Financial Assurance. Reasonable assurance from a credit worthy party, examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit.

Floor Area of a Residential Building. The sum of the gross horizontal area or the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor Area of a Non-Residential Building (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts, and rooms.

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Floor Area, Usable. Measurement of usable floor area shall be the sum of the horizontal areas of the several areas of the building, measured from the interior faces of the exterior walls.

Food Processing. The preparation, storage or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

~~**Foundation, Permanent.** Means permanent perimeter masonry, concrete, or a locally approved footing or foundation to which a dwelling may be affixed.~~

Gasoline Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail.

Hazardous Wastes. Means those substances which, singly or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

Home Occupation. An occupation conducted in a dwelling unit, provided that: No more than one person other than members of the family residing on the premises shall be engaged in such occupation. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five (35) percent of floor area of the dwelling unit shall be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, nor- exceeding four square feet in area, non-illuminated and mounted flat against the wall of the principal building. No traffic shall be generated by such occupation in greater volume than would normally be expected in such a residential area and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Resolution.

Junk. "Junk" means old scrap copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof; iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard. "Junk Yard" means an establishment or place of business which is maintained or operated, or any other land used, for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand (1,000) feet of the nearest edge of the right-of-way of a highway or street.

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Kennel, Any lot or premise on which dogs, cats, or other household pets are boarded, bred or exchanged for monetary compensation.

Lake. A body of fresh water of considerable size, surrounded by land.

Litter. Garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, or anything else of an unsightly or unsanitary nature thrown, dropped, discarded, placed, or deposited by a person on public property, private property, or in or on waters of the state.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For purposes of this Resolution, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area for one principal building together with its accessory building and which provides such yards and other open spaces are herein required. Such lot shall have frontage on an improved public street or road, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion at the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to street or road right-of-way lines shall be considered frontage, and yards shall be provided as indicated under "Yard" in this section. (Also, see Lot Measurements, Width.)

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:

1. ***Depth.*** The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and rearmost points of the side lot

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lines in the rear. No lot shall have an average depth which is more than three (3) times its average width.

2. ***Width.*** The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except on cul-de-sac streets (roads) where it is measured at the setback line. (Also, see Lot Frontage.)

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots, and through lots is as follows:

1. ***Corner Lot.*** A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five (135) degrees.

2. ***Interior Lot.*** A lot with only one frontage on a street.

3. ***Through Lot.*** A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.

4. ***Reversed Frontage Lot.*** A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

~~**Manufactured Home Park.** Means any tract of land upon which three (3) or more manufactured homes used for habitation are located, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and on which the individual lots are not for rent or rented, but are for sale or sold for the purpose of locating manufactured homes is not a manufactured home park unless three (3) or more manufactured homes used for habilitation are located upon any one (1) individual lot. "Manufactured home park" does not include any tract of land used solely for the storage or display for sale of manufactured homes or solely as a temporary park camp.~~

Manufactured and/or Mobile Home Park. Any tract of land, upon which three (3) or more manufactured and/or mobile homes used for habitation are parked, either free of charge or for revenue purposes and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of the park. This definition does

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not include individual lots for the purposes of installation of manufactured and/or mobile homes for habitation.

Manufacturing, Heavy. Manufacturing , processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

~~**Medical marijuana related definitions.**~~

~~a) **Cultivate**. Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.~~

~~b) **Cultivator**. Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.~~

~~c) **Dispensary**. Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.~~

~~d) **Dispense**. Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.~~

~~e) **Manufacture**. Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.~~

~~f) **Marihuana**. Has the same meaning as defined in ORC 3719.01, as amended from time to time.~~

~~g) **Marijuana**. Has the same meaning as defined in ORC 3796.01, as amended from time to time.~~

~~h) **Medical Marijuana.** Has the same meaning as defined in ORC 3796.01, as amended from time to time.~~

~~i) **Medical Marijuana Entity**. Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.~~

~~j) **Medical Marijuana Processor**. Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.~~

~~k) **Testing Laboratory**. Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of~~

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~~controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.~~

Medical marijuana related definitions:
dical marijuana related definitions:

m) **Cultivate.** Pursuant to ORC 3796 as amended or replaced from time to time, "cultivate" means to grow, harvest, package, and transport medical marijuana.

n) **Cultivator.** Pursuant to ORC 3796 as amended or replaced from time to time, "cultivator" means an entity or person licensed by the State of Ohio to grow, harvest, package, and transport medical marijuana.

o) **Dispensary.** Pursuant to ORC 3796 as amended or replaced from time to time, "dispensary" means an entity or person licensed by the State of Ohio to sell medical marijuana.

p) **Manufacture.** Pursuant to ORC 3796 as amended or replaced from time to time, "manufacture" means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.

q) **Marihuana.** Pursuant to ORC 3796 as amended or replaced from time to time, "marihuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

r) **Marijuana.** Pursuant to ORC 3796 as amended or replaced from time to time, "marijuana" has the same meaning as "marihuana" as defined in ORC 3719 as amended or replaced from time to time.

s) **Medical Marijuana.** Pursuant to ORC 3796 as amended or replaced from time to time, "medical marijuana" means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.

t) **Medical Marijuana Entity.** Pursuant to ORC 3796 as amended or replaced from time to time, "medical marijuana entity" means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.

u) **Processor.** Pursuant to ORC 3796 as amended or replaced from time to time, "processor" means an entity or person licensed by the State of Ohio to manufacture medical marijuana products.

v) **Testing Laboratory.** Pursuant to ORC 3796 as amended or replaced from time to time, "testing laboratory" means an independent laboratory licensed by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

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Mining, Commercial Quarries, Sand and Gravel Pits. Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction.

~~**Mobile Home.** A building unit or assembly of closed construction that is fabricated in an off-site facility, that is more than thirty-five (35) body feet in length or, when erected on site, is three hundred twenty (320) or more square feet, that is built on a permanent chassis and~~

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~~transportable in one or more sections, and that does not qualify as a manufactured home or as an industrialized unit.~~

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure or use of land existing at the enactment of this resolution and which does not conform to the regulation of the district or zone in which it is situated.

Nuisance. A building or property that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. A nuisance could constitute an offensive activity on a property that reduces the property value of neighboring properties or results in a lessening of normal use and enjoyment to neighboring properties. Examples include, noise, junk, automobile storage, accumulation of rodents and/or insects or mosquitoes, rubbish, refuse, and debris.

Nursery, Nursing Home. A home or facility for the care and treatment of babies, children, pensioners, or elderly people.

Nursery, (Greenhouse) Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, executive, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic, financial or religious or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same with a building. The area may include, along with the natural environmental features, water areas, swimming pools and tennis courts and other recreational facilities that the zoning commission deems permissive. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on

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both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or alley right-of-way.

~~**Permanent Foundation.** Means permanent masonry, concrete, or locally approved footing or foundation, to which a dwelling may be affixed.~~

~~**Permanently-Sited Manufactured Housing.** See Dwelling, Single Family.~~

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops, and similar activities.

Ponds. Any man made structure in which water is impounded by constructing a dam or embankment or by excavating a pit or dugout. Definition for ponds includes retention basins designed to permanently hold water. This definition would not apply to detention basins designed for short-term water containment. This would not include landscape water features less than one hundred and fifty (150) square feet.

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

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or non-profit.

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

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, substations, water treatment plant or pump station, sewage disposal plant or pump station, communications facilities and/or equipment, electrical, gas, water and sewerage service, sanitary landfills and other similar public service structures or facilities whether publicly or privately owned.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

Public Way. An alley, bridge, channel, ditch, easement, expressway, freeway, highway, land, road, sidewalk, street, walk, bicycle path; or other ways in which the general public entity have a right, or which are dedicated, whether improved or not.

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Quasi-Public Use. Churches and other facilities of an educational, religious, spiritual, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck camper, and motor home.

Recreational Vehicle Park. A parcel of land upon which two or more recreational vehicles sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Right-of-Way. A strip of land taken or dedicated as use for a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting, and drainage facilities, and may include special features required by the topography or treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Rubbish/Trash. Combustible and noncombustible waste materials; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Salvage Motor Vehicle. Means any motor vehicle which is in a wrecked, dismantled, or worn out condition, or unfit for operation as a motor vehicle.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

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Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Setback Line, Front. Determined from the edge of the road right-of-way.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community, or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. **Sign, On-Premises.** Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.

2. **Sign, Off-Premises (Billboards).** Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located. Such signs are not permitted in any zoning district.

3. **Sign Illuminated.** Any sign illuminated by electricity, gas or other artificial light including reflection or phosphorescent light.

4. **Sign, Lighting Device.** Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.

5. **Sign, Ground.** Means a display sign supported by uprights or braces in or upon the ground surface.

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6. **Sign, Marquee**. Means a display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line, or street lot line.

7. **Sign, Pole.** Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.

8. **Sign, Projecting.** Means a display sign which is attached directly to the building wall and which extends more than fifteen (15) inches from the face of the wall.

9. **Sign, Roof.** Means a display sign which is erected, constructed, and maintained above the roof of the building.

10. **Sign, Temporary.** Means a display sign, banner or other advertising device constructed on cloth, canvas, fabric or ocher light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.

11. **Sign, Wall.** Means a display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Service Station. Any building, structure, or land used for the dispensing and sale at retail of any automobile fuels, oils, for accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work.

Solar Energy Related Definitions:

a) **Accessory Solar Energy.** A solar collection system consisting of one or more roof/building mounted, ground/pole mounted, and/or other structure mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

b) **Clear Fall Zone (Solar Energy).** An area surrounding a ground/pole mounted or other structure mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure's failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the lot and will not intrude onto a neighboring property.

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c) **Community Solar.** Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, "Community Solar" is considered to be a "Principal Solar Energy Production Facility".
d) **Principal Solar Energy Production Facility.** An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more roof/building mounted, ground/pole mounted, or other structure mounted solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include "Small Solar Facility" and "Community Solar Facility" as defined by statute or herein.
e) **Small Solar Facility.** Pursuant to ORC 519.213 (A) (2), "Small Solar Facility" means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.
f) **Solar Energy Equipment.** Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
g) **Solar Photovoltaic (PV).** The technology that uses a semiconductor to convert light directly into electricity.

Solid Wastes. Means such unwanted residual solid or semisolid material as results from industrial, commercial agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, and also, and other substances which are not harmful or inimical to public health, and includes, but is not limited to, garbage, combustible and non-combustible material, street dirt, and debris. For purposes of this definition, "material from construction operations" and "material from demolition operations" are those items affixed to the structure being constructed or demolished, such as brick, concrete, stone, glass, wallboard, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.

Storage Facility. A structure which is partially opened or fully enclosed in which animals, chattels, or property are stored or kept.

Story. That part of a building between the surface of a floor and the ceiling immediately above.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, and billboards.

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Subdivision.

1) The division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two or more parcels, sites, or lots, any one of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners where such sale or exchange does not create additional building sites, shall be exempted; or
2) The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants, or lease holders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other public facilities.

Subdivision, Minor. A subdivision approved by the Union County Engineer's Office and the Regional Planning Commission's designated representative which does not require a plat and which is in conformance with the provisions of Section 329 and Section 803 of the Union County Subdivision Regulations.

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. A pool, pond, lake, or open tank containing at least 1.5 feet of water at any point and maintained by the owner or manager. Farm ponds are exempt from this definition.

1. **Private.** Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.

2. **Community.** Operated with a charge for admission; a primary use.

Telecommunication Tower. Any structure with radio frequency transmission or reception equipment attached that is free standing or is to be connected to a building or other structure. A telecommunication tower shall meet all of the following conditions:

1. It is constructed on or after October 31, 1996;
2. It is owned or principally used by a public utility engaged in the provision of telecommunication services;

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3. It is a free standing structure or is attached to another building or structure and is higher than the maximum allowable height permitted in the zoning district in which it is located.

Through Lot. See Lot Types.

Toxic or Hazardous Material. Means any substance or mixture by physical characteristic such as flammability, corrositivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As Such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein separately defined. Examples include: hotel, motel, and apartment hotel.

Transport Terminals. Any business, structure, or premise which primarily receives or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Travel Trailer. A non-self propelled recreational vehicle that does not exceed an overall length of 35 feet, exclusive of bumper and tongue or coupling, and contains less than 320 square feet when erected on site. "Travel trailer" continues to include a tent-type fold-out camping trailer as defined in section 4517.01 of the Ohio Revised Code.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

Very Low Density Residential. Means single-family dwellings and/or farm housing units and isolated residential developments not requiring a major plat under Union County's Subdivision Regulations.

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include over-night accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

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Vicinity Map. A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better locate and orient the area in question.

Walkway. A public way, four (4) feet or more in width, for pedestrian use only, whether along the side of the road or not.

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments. These commodities are basically for further resale, for use in the fabrication of a product, or for use by a business service.

Wind Power Generating Facility (WPGF). All necessary devices that together convert wind energy into electricity, including the rotor, nacelle generator, Wind Power Generating Facility (WPGF) tower, electrical components, WPGF foundation, transformer, substation, and electrical cabling from the WPGF tower to the substation.

Wind Power Generating Facility (WPGF) Applicant. The entity or person who submits to the Township Zoning Inspector an application for the siting of any Wind Power Generating Facility.

Wind Power Generating Facility (WPGF) Contract. The agreement between the WPGF Applicant and the landowner(s).

Wind Power Generating Facility (WPGF) Operator. The entity responsible for the day-to-day operation and maintenance of the Wind Power Generator Facility (WPGF), including any third party subcontractors.

Wind Power Generating Facility (WPGF) Owner. The entity or entities with an equity interest in the Wind Power Generating Facility (WPGF) including their respective successors and assigns. Owner does not mean the property owner from whom land is leased for locating the WPGF (unless the property owner has an equity interest in the WPGF) or if any person holding a security interest in the WPGF solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WPGF at the earliest practicable date.

Wind Power Generating Facility's (WPGF's) Project. The collection of Wind Power Generating Facilities (WPGF) and substation(s) as specified in the site approval application pursuant to Section 1037 of this Township Zoning Resolution.

Wind Power Generating Facility (WPGF) Substation. This apparatus connects the electrical collection system of the Wind Power Generating Facility (WPGF) and allows electricity to flow into the grid along the transmission lines.

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Wind Power Generating Facility (WPGF) Tower. The support structure to which the nacelle and rotor are attached.

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

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3)feet above the general ground level of the graded lot upward; provided, accessories, ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. ***Yard, Front.*** A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.

2. ***Yard, Rear.*** A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building,

3. ***Yard, Side.*** A yard extending, from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building, or structure or the actual use of lots or land in accordance with the previously issued Zoning Permit.

Zoning Permit. A document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

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ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure, or land be established or changed in use without a permit therefore, issued by the Zoning Inspector. Said permit shall be obtained before any county permits are obtained. Zoning permits shall be issued only in conformity with the provisions of this Resolution and Section 1055 unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application for Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall clearly state that the permit shall expire and may be revoked if work has not begun within six months or substantially completed within one and one-half (1.5) years. At a minimum, the application shall contain the following information.

1. Name, address, and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;
6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Copy of adequate drainage and acceptable soils recommendation from the Union County Soil and Water Conservation District (Union SWCD);
11. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

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Section 302 Approval of Zoning Permit. Within thirty (30) days after the receipt or an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provisions of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within six months. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three-hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification within a radius of five-hundred (500) feet from the point of intersection or said centerline with any public road or highway, the Zoning Inspector shall give notice, by registered mail to the director of Transportation, that he shall not issue a zoning permit for one-hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest or upon the expiration of the one-hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within six months from the date of issuance thereof, said permit shall expire; it shall be revoked by the Zoning Inspector; and written notice thereof shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within one and one-half (1.5) years of the date of issuance thereof, said permit shall expire and be revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six months increments, not to exceed one and one-half (1.5) years.

Section 310 Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises or both, or part thereof thereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefore by the Zoning Inspector stating that the proposed use of the building or land conforms to the requirements of this Resolution.

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Section 311 Temporary Certificate of Occupancy. A temporary certificate of occupancy may be issued by the Zoning Inspector for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion.

Section 312 Record of Zoning Permits and Certificates of Occupancy. The Zoning Inspector shall maintain a record of all zoning permits and certificates of occupancy and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit or Certificate of Occupancy
Failure to obtain a zoning permit or certificate occupancy all be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction and Use To Be As Provided In Applications, Plans, Permits, and Certificates. Zoning permits or certificates of occupancy issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate, and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor, Any person who violates this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five-hundred ($500) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in Union County by the legal representative of the township, in the name of the township and for the use thereof. Each day such violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

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Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure for zoning permits, amendments, appeals, applications, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

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ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently, Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner, Where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Section 540 through 549. However, if at sometime a lot was created and recorded that did not meet the minimum requirements in effect at the time of creation of the lot, then said lot shall not be built upon.

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Section 431 Non-Conforming Lots of Record in Combination. If two or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided;

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such nonconforming use of land.

Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two (2) months of the time of de-struction.

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3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

Section 456 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing, structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located;

2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but no such use shall be extended to occupy any land outside such building;

3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;

4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed.

5. When a non-conforming use of the structure, or structure and land in combination is discontinued or abandoned for more than (2) years (except when government access impedes access to the premises), the structure or structure and land combination shall not thereafter be used except in conformity with the regulations of the district in which it is located.

6. Where non-conforming use status applies to a structure and land in combination, removal, or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

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Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this resolution shall not be a non-conforming use in such district, but shall without further action be considered a conforming use.

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ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. He may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, he shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any other action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action on zoning and certificate of occupancy permits and such similar administrative duties as are permissible under the law.

Section 510 Proceedings or Zoning Commission. The Commission shall adopt rules necessary to the conduct or its affairs in keeping with the provisions of this Resolution. Meetings shall he held at the call of the chairman and at such other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Duties of Zoning Commission. For the purposes of this Resolution the Commission shall have the following duties:

1. Initiate proposed amendments to this Resolution;
3. Review all proposed amendments to this Resolution.

Section 512 Establishment and Duties of Zoning Secretary. The Board of Township Trustees shall appoint a Zoning Secretary whose duty is to assist in the administration of this Resolution, confirm information in applications, process all notices required under this Resolution, record the minutes of the Zoning Commission and Board of Zoning Appeals, assist the zoning inspector, and perform other duties relating to this Resolution as the Township Trustees may direct. The Township Clerk may be named to this position.

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Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four (4), and five (5) year terms. Each member shall be a resident of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and he immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from, whom the appeal is taken. A concurring vote of three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purpose of this Resolution, the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Zoning Inspector;
2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

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Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township from appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to the procedures and requirements of Section 541-549, inclusive, of this Resolution. As specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any officer or bureau of the legislative authority of the Township affected by any decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the Zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him that by reason of facts stated in the application, a stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Inspector from whom the appeal is taken on the cause shown.

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in special cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in unnecessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-

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conforming use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicants;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards:
    a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
    b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties, in the same district under the terms of this Resolution;
    c. That special conditions and circumstances do not result from the actions of the applicant;
    d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have been met by the applicant.

Section 545 Supplementary Conditions and Safeguards. Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Resolution in the District involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district. In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

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Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within ~~twenty (20)~~forty (40) days after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing ~~in Newspaper~~. Before holding the public hearing required in Section 546, notice of such hearing shall be given ~~in one newspaper of general circulation in the township~~ at least ten (10) days before the date of said hearing, in accordance with ORC 519.15 as amended. The notice shall set forth the date, time, and ~~place~~ location of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices ~~published in newspapers~~ as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements for Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-563, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562-568, inclusive.

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Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2 Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access an traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.

7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district; and the relationship of the proposed use to the Comprehensive Plan.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
3. Will not be hazardous or disturbing to existing or future neighboring uses;
4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

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6. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
7. Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice ~~in a newspaper~~, and give written notice to all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 566, the Board shall either approve, approve with supplementary conditions as specified in Section 565, or disapprove the application as presented. If the application is approved or approved with modifications, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the application is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if, for any reason, the conditional use shall cease for more than two (2) years.

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ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This resolution may be amended utilizing the procedures specified in ~~Sections 601-612, inclusive if this resolution~~ORC 519.12 as amended.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:

1. Name, address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning, and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (10) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning

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Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code.

~~**Section 605 Public Hearing by Zoning Commission.** The Zoning Commission shall set a public hearing date no less than twenty (20) days nor more than forty (40) days after the filing of the application. Notice of the public hearing must be published in an newspaper of general circulation at least ten (10) days before the hearing. In the case of a zoning amendment to property or parcels, the Zoning Commission shall mail a notice of the public hearing by first class mail to all the owners adjacent to or across the road from the property affected by the proposed change.~~

~~**Section 606 Transmittal to Regional Planning Commission.** The Zoning Commission must also provide the Regional Planning Commission with copies of the application and attachments, so that the Regional Planning Commission shall review the proposed change at their monthly Executive Committee meeting. The Regional Planning Commission shall recommend approval or denial of the proposed amendment or approval with modifications.~~

Section 607 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Zoning Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Zoning Commission may proceed as required by law, however, the Township Trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Trustees that he shall proceed to acquire the land needed, then the Trustees shall refuse to approve the rezoning. If the Director of Transportation notifies the Trustees that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Trustees shall proceed as required by law.

~~**Section 608 Recommendation by Zoning Commission.** Within seventy (70) days from the receipt of the proposed amendment, and within thirty (30) days of their public hearing, the Zoning Commission (after advertised public hearing and complying with all the requirements of Chapter 519.12 of the Ohio Revised Code), shall transmit its recommendation to the Township Trustees. The Zoning Commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied.~~

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Section 609 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the Township Trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section 610 Notice of Public Hearing in Newspaper. Notice of the public hearing required in Section 609 shall be given by the Township Trustees by at least one (1) publication in one (1) or more newspapers of general circulation in the Township. Said notice shall be published at least ten (10) days before the date of the required hearing. The published notice shall set forth the time and place of the public hearing and a summary of the proposed amendment. This shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code.

Section 611 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section 609, the Township Trustees shall either adopt or deny the recommendation of the Zoning Board, or adopt some modification thereof. In the event the Trustees denies or modifies the recommendation of the Zoning Commission, it must do so by a unanimous vote.

Section 612 Effective Date and Referendum. Such amendment adopted by the Trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the passage of the Resolution there is presented to the Clerk a petition signed by a number of qualified voters residing in the Township equal to not less than eight (8) per cent of the total vote cast in such area at the last preceding general election at which a Governor was elected, requesting the Trustees to submit the zoning amendment to the electors of the Township for approval or rejection at the next primary or general election. No amendment for which such referendum vote has been requested shall be put into effect unless a majority of the vote cast on the issue is in favor of the amendment. Upon certification by the Board of Elections that the amendment has been approved by the voters, it shall take immediate effect. This shall comply with all of the requirements of Section 519.12 of the Ohio Revised Code.

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ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map.
The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map.
The Official Zoning Map shall be identified by the signature of the chairperson of the Board of Township Trustees and attested by the Township Clerk.

Section 720 Interpretation of District Boundaries.
Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1) Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2) Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3) Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance there from as indicated on the Official Zoning Map.
4) If no distance is given, such dimensions shall be determined by the use of the scale shown on the Official Zoning Map.

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ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS

Section 800 Intent.
The following zoning districts are hereby established for the Township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the Preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1).
The intention of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residence and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under Union County's Subdivision Regulations.

Some residential, commercial, and industrial development may be permitted as conditional uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Department's Regulations.

Section 811 Low Density Residential District (R-1).
The purpose of the low-density residential district is to provide land for single-family dwelling units not to exceed four dwellings per acre with a central sewage system. If a central sewage system is not available, then the minimum lot size shall be 65,400 square feet exclusive of road right-of-way. This district shall also include land that is subdivided which requires a major plat under Union County's Subdivision Regulations. Specific Permitted and Conditional Uses and minimum requirements are listed on the Official Schedule of District Regulations.

Section 813 Local Business District (B-2).
The purpose of the local business district is to provide land for small convenience-type retail and personal service establishments and service businesses offering convenience-type goods and services for the daily needs of the people in the general area.

Section 815 Light Manufacturing District (M-1).
The purpose of the M-1 light manufacturing district is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke, or glare; operate mostly within enclosed structures and generate little industrial traffic. This district is further designed to act as a transitional use between heavy manufacturing uses and other less intense business and residential uses.

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ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted by the Board of Zoning Appeals.

1. No building, structure, or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

2. No building or other structure shall be erected or altered:

   a. to provide for greater height or bulk;

   b. to accommodate or house a greater number of families;

   c. to occupy a greater percentage of lot area;

   d. to have narrower or smaller rear yards, front yards, side yards, or other open spaces;

3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.

Section 910 Official Schedule of District Regulations Adopted. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations."

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OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

Zoning Districts (Symbols as used on the Official Zoning Map)	**Permitted Uses** (Accessory Uses and essential services are included)	**Conditional Uses** (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)
1	**2**	**3**
U-1 RURAL	Agriculture; Very low density residen~~t~~ial; Animal hospital; Clinic; Home occupation; Non-commercial recreation; Public; Wind Power Generating Facilities (WPGF) pending compliance with Section 1037.	Kennel; Public service facility; Service business; Mineral extraction; Food processing; Light & heavy manufacturing; Junk storage & sales; Commercial recreation; Manufactured home (not permanently sited) and/or ~~Mobile~~ mobile home~~s~~ individually**;** Quasi-public uses; Agritourism; ~~Medical Marijuana Cultivator.~~
R-1 LOW DENSITY RESIDENTIAL	Single-family dwellings; Home occupation; Public; ~~Permanent foundation sited manufactured dwelling; Modular & sectional units;~~ Wind Power Generating Facilities (WPGF) pending compliance with Section 1037.	Personal services; Service business; Multi-family dwellings; Manufactured home (not permanently sited) and/or m~~M~~obile home individually; Telecommunication towers**;** Quasi-public uses; Agritourism
B-2 LOCAL BUSINESS	Convenience-type retail; Personal services; Offices; Service business; Eating & drinking establishments; Commercial recreation; Single-family dwellings*; Public; Farm implement sales & service.	Public service facility; Manufactured home (not permanently sited) and/or ~~Mobile~~ mobile home~~s~~ individually; Adult Entertainment; Quasi-public uses; Agritourism
M-1 LIGHT MANUFACTURING	Light manufacturing & directly related offices & retail sales; Public uses; Service business; Farm implement sales & service.	Wholesale & warehousing; Storage facilities; Transport terminals; Public service facility; Very low density residential*; Manufactured home (not permanently sited) and/or m~~M~~obile home~~s~~ individually**;** Quasi-public uses; Agritourism; ~~Medical Marijuana Cultivator; Medical Marijuana Processor.~~

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	MINIMUM LOT SIZE		FRONTAGE Minimum	MAXIMUM % OF LOT TO BE OCCUPIED	MINIMUM FLOOR AREA	MAXIMUM HEIGHT (principal buildings)		MINIMUM YARD DIMENSIONS (ft.)			
	With sewage on-site treatment	With group or central sewage treatment	Width/ Feet	Principal and Accessory Buildings	Sq. ft.	# of Stories	# of Feet	Front	Side Yards		Rear
									One side yard	Sum of side yards	
	4	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**
U-1	65,400	------- 10,800	150* 80	25	1,200**	2.5	35	50	20	40	40
R-1	65,400	------- 10,800 2,700 (multi)	150* 80 60	25	1,200** 600 (multi)	2.5	35	35	20	40	40
B-2	65,400	------- none	150* 60	50	none**	3	40	30	none ***	none ***	30***
M-1	80,000	-------	200*	50	none**	4	50	80	20***	50***	50

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	ACCESSORY BUILDINGS (ft.)			MINIMUM MANDATORY OFF-STREET PARKING SPACE (One unit for each)	MINIMUM MANDATORY OFF-STREET LOADING SPACE	SIGNS PERMITTED	OTHER PROVISIONS AND REQUIREMENTS (Supplementary regulations prohibitions, notes etc.)
	Maximum Height	Minimum Distance to Lot Line					
	15	Side 16	Rear 17	18	19	20	21
U-1	20	5	10	Two spaces for each dwelling unit (See Article XI)	none	Yes, under Article XII	*Avg. depth shall not exceed 3 times the avg. width. **1,200 square feet for manufactured home (not permanently sited) and/or mobile dwelling; Use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit.
R-1	15	5	10	Two spaces for each dwelling unit (See Article XI)	none	Yes, under Article XII	*Avg. depth shall not exceed 3 times the avg. width. **1,200 square feet for manufactured home (not permanently sited) and/or mobile dwelling.
B-2	15	0	0	(See Article XI)	One space for first 5,000 s.f. of floor area or less, and one for each additional 10,000 s.f. or fraction thereof of ground floor area.	Yes, under Article XII	*Avg. depth shall not exceed 3 times the avg. width. **For residential, refer to R-1 regs. ***Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure.
M-1	25	10	20	(See Article XI)	One space for first 5,000 s.f. of floor area or less,	Yes, under Article XII	*Avg. depth shall not exceed 3 times the avg. width.

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					and one for each additional 10,000 s.f. or fraction thereof of ground floor area.		**For residential, refer to R-1 regs. ***Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure.

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ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General.
The purpose of supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may frequently be encountered.

Section 1001 Conversion of Dwellings to More Units.
A residence may be converted to accommodate an increased number of dwelling units provided:

1) The yard dimensions, including minimum lot width still meet the yard dimensions required by the Zoning Regulations for new structures in that district in which the dwelling is located;
2) The lot area per family equals the lot area requirements for new structures in that district;
3) The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools.
A private swimming pool, not including farm ponds, shall be any pool, lake, or open tank not located within a completely enclosed building and containing or normally capable of containing water to a depth at any point greater than one and one-half (1.5) feet. No such swimming pool, exclusive of portable swimming pools with a diameter less than twelve (12) feet or with an area of less than one hundred (100) square feet shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:

1) The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located;
2) It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten (10) feet to any property line of the property on which it is located;
3) ~~The swimming pool or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from adjacent properties. Said fence or wall shall be not less than four (4) feet in height and maintained in good condition with a gate and lock.~~

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Section 1003 Community or Club Swimming Pools.
Community and club swimming pools are permitted in any commercial or residential district, but shall comply with the following conditions and requirements:

1) The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;
2) The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than fifty (50) feet to any property line;
3) The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.

Section 1004 Temporary Structures.
Temporary structures, such as a manufactured home or mobile home, an existing dwelling, mobile offices, or construction trailers, used in conjunction with construction work on a lot require a zoning permit. The Board of Zoning Appeals may authorize a conditional use for temporary structures, but such temporary structures shall be removed upon completion of the construction work or within 24 months upon issuance of a conditional use permit, whichever occurs first.

Section 1005 Parking and Storage of Certain Vehicles.
The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1) The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2) The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
3) The parking or storage, within any district, of a junked, dismantled, or wrecked automotive vehicle or parts thereof which are in public view of any highway for a period of more than thirty (30) days shall be prohibited. After said thirty (30) days, junked, dismantled, or wrecked automotive vehicle or parts thereof shall be stored in an enclosed garage or other accessory building.

For purposes of this section, a junked, dismantled, or wrecked automotive vehicle shall be defined as meeting the following criteria: as one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways; three model years or older; extensively damaged, including, but not limited to missing wheels, tires, engine, or transmission. This section shall not apply to properly licensed junkyards and motor vehicle salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

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Section 1006 Required Trash Areas.
All commercial, industrial, and multi-family residential uses that provide trash and/or garbage collection areas shall be enclosed on at least three (3) sides by a solid wall or fence a minimum of four (4) feet in height or one (1) foot higher than the receptacles therein if such area is not within an enclosed building or structure.

Provisions for adequate vehicular access to and from such area or areas for collection of trash and/or garbage as determined by the Zoning Inspector shall be required.

Section 1007 Fences & Walls.
Fences and walls are permitted in all districts, subject to the following conditions:

1. Location.
    a. Fences shall be permitted in any yard.
    b. Walls shall be permitted in any yard.
    c. If no structure exists on residential property, no fence or wall may project past the front building line of the average of the adjacent properties or the minimum front yard setback, whichever is greater.
    d. No fence or wall shall be closer than three feet (3) to any right-of-way line.
2. Height.
    a. Fences shall not exceed four (4) feet in the front yard or six (6) feet in height for other yards for residential uses.
    b. Fences shall not exceed eight (8) feet in height for non-residential uses.
    c. Walls shall not exceed four (4) feet in the front yard or six (6) feet in height for other yards for residential uses.
    d. Walls shall not exceed six (6) feet in height for non-residential uses.
3. Sight Distance Requirements.
    a. No fence or wall shall violate the sight distance requirements found in the Supplemental Article, Section 1012.
4. Zoning Permit.
    a. Unless otherwise stated in this Resolution, a zoning permit is required for the erection or installation of a fence or wall.

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Section 1010 Supplemental Yard and Height Regulations.
In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011-1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings.
On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections.

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On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two and a half (2.5) and ten (10) feet above the center line grades of the intersecting streets in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street lines fifty (50) feet from the point of intersection.

Section 1014 Yard Requirements for Multi-Family Dwellings.
Multifamily dwellings shall be considered as one (1) building for the purpose of determining front, side and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side, and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than forty (40) feet to any lot line of a residential district, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided.

Section 1016 Architectural Projections.
Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side, or rear yard.

Section 1017 Exceptions to Height Regulations.
The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1020 Special Provisions for Commercial and Industrial Uses.
No commercial or industrial use as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits as established by the performance requirements in Sections 1021-1032, inclusive.

Section 1021 Fire Hazards.
Any activity involving the use or storage of flammable chemicals, petroleum products or explosive materials shall be protected by adequate fire-fighting and fire-prevention equip-

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ment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.

Section 1022 Electrical Disturbance.
No activity shall emit electrical disturbance adversely affecting the operation of any equipment at any point other than that of the creator of such disturbance. The disturbance must be due solely to the creator and not due to defective wiring, equipment etc., at the receiving point.

Section 1023 Noise.
Noise is the general word for any loud, disagreeable, annoying, or deafening sound painful to the ear. Objectionable noise as determined by the Zoning Inspector which is due to volume or frequency shall be muffled or otherwise controlled. Disaster or fire sirens and related apparatus used solely for public purposes are exempt from this requirement.

Section 1024 Water Pollution.
Water pollution as defined or determined by the County Board of Health or the Ohio Environmental Protection Agency (EPA) shall be subject to corrective measures, requirements, and regulations as established by the Board of Health or the Ohio EPA.

Section 1025 Mining, Mineral, Clay Sand and Gravel Extraction, Storage and Processing. The extraction, storage and processing of minerals shall be conducted in accordance with the requirements of Sections 1026 and 1032 inclusive.

Section 1026 Distance from Residential Areas.
Mineral extraction, storage or processing shall not be conducted closer than five hundred (500) feet from any residential district, nor closer than two hundred (200) feet from any structure used for human occupancy in any other district.

Section 1027 Filing of Location Map.
The operator shall file with the Zoning Inspector a location map, which clearly shows areas to be mined and the location of adjacent properties, roads, and natural features.

Section 1028 Information on Operation.
The operator shall submit information on the anticipated depth of excavations and on depth and probable effect on the existing water table as coordinated with the Ohio Division of Water.

Section 1029 Restoration of Mined Area.
The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.

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Section 1030 Performance Bond.
The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned upon the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the Zoning Inspector that the restoration is complete and in compliance with the restoration plan.

Section 1031 Enforcement Provisions.
The Zoning Inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with "No Trespassing" signs to discourage human injury to the general public.

Section 1032 Measurement Procedures.
Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York, the Manufacturing Chemists' Association, Inc., Washington, D.C., the United States Bureau of Mines, and the Ohio Environmental Protection Agency (EPA).

Section 1033 Telecommunications Towers.
Pursuant to the Telecommunications Act of 1996 and the ORC Section 519.211, and the Leesburg Township Trustees being duly notified of the person's intent to construct a telecommunications tower in any area zoned for residential use; public utilities or other functionally equivalent providers may site a telecommunications tower as a conditional use in the residential districts provided the following conditions are met:

1) The applicant must provide proof that the proposal to construct a tower or attach equipment to an existing structure has been approved by all other agencies and governmental entities with jurisdiction (i.e. Federal Communications Commission, Federal Aviation Administration, Ohio Department of Transportation; Ohio Building Basic Code).
2) Applicant is required to show cost of construction at this time;
3) The applicant shall provide proof of notification to contiguous or directly across the street property owners as required by ORC Section 519.211;
4) The applicant must demonstrate at the time of application that no other existing towers are feasible for co-location, and that no technically suitable and feasible sites are available in a nonresidential district. There shall be an explanation of why co-location is not possible and why a tower at this proposed site is technically necessary;
5) All underground installation shall be trenched and not plowed in. Damage to anything must be repaired, and ground restored to original condition;

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6) Co-location. Applicant shall provide a signed statement indicating that the applicant agrees to allow for the potential co-location of other users on the same tower to the extent possible. All co-located and multiple-use telecommunication facilities shall be designed to promote facility and site sharing;
7) Setbacks from all platted residential uses and residential districts. All new towers shall be setback from the closest subdivision boundary line for all platted residential subdivisions, and for all non-platted residential districts from the closest residence, a distance equal to the height of the tower plus fifty (50) feet;
8) Setbacks from all streets and private buildings and public road right of ways. All new towers shall be setback from all road right of ways public and private, a distance equal to the height of the tower plus fifty (50) feet;
9) Setbacks from all other uses allowable in the zoning district. All new towers shall be setback from any building that is not associated with or accessory to the telecommunications tower facility a distance equal to the height of the tower plus fifty (50) feet;
10) Any and all base station equipment, accessory structures, buildings, etc. used in conjunction with the tower shall be screened with fencing, masonry, shrubbery, or other screening materials.
11) The applicant shall notify the Zoning Inspector within thirty (30) days of ceasing operations at the site and shall remove all structures within one hundred and twenty (120) days of ceasing operations;
12) Lighting. Telecommunication towers shall not be artificially lighted unless required by the Federal Aviation Administration or other applicable regulatory authority. If lighting is required, the lighting design that would cause the least disturbance to the surrounding views shall be chosen. All telecommunication facilities shall be unlit except for security lighting, or when authorized personnel are present;
13) No advertising or illumination other than that required by law may be located on the structure or on the required screening;
14) An inspection report prepared by a qualified engineer licensed by the State of Ohio shall be submitted to the zoning office every five (5) years, which details the structural integrity of all towers and support structures on the property. The results of such inspections shall be provided to the Union County Building Regulations Department and Leesburg Township Zoning Inspector. Based upon results of an inspection, the Township Trustees may require repair or removal of a communication tower. Any and all necessary repairs to the tower and/or support structures shall be made within a seven (7) day period or the tower and/or structures shall be removed. The tower owner (applicant) is responsible to cover the cost of all inspections, repair and/or removal;
15) The unstaffed storage building and/or unit that houses transmitting equipment is considered an accessory use and/or structure. Setbacks for accessory uses/structures will comply with distances in the zoned district of the tower location. These facilities may not include offices, long-term vehicle storage, other outdoor storage or broadcast studios except for emergency purposes;
16) A six (6) foot safety fence with a locked gate surrounding the tower is required. If high voltage is necessary, signs must be posted every twenty (20) feet along the

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accessory building and fence saying, "Danger – High Voltage." The operator must also post "No Trespassing" signs.

17) Lot shall be mowed and maintained to control weeds;
18) Performance Bond. For each telecommunication tower, the owner or operator shall provide to the Township a surety bond or a bank letter of credit so as to assure the Township that the terms and conditions of Section1033 are performed and complied with, including necessary repairs, repairs to public highways and roads, and the costs and expenses of removal in the event of abandonment; Bond shall equal anticipated demolition, and debris removal cost; The Leesburg Township Board of Trustees may draw upon the performance bond to recover any costs, damages or expenses incurred by the Township that may arise out of the violations of Section 1033 or the abandonment or discontinuance of the tower.

Section 1034 Ponds.

Ponds shall be excavated as a permitted use provided the following standards are met (also, see definition of "ponds):

1) Union SWCD (Soil and Water Conservation District) must review the proposed construction site with the landowner. Test pits must be dug prior to design.
2) The pond shall be designed in accordance with NRCS (Natural Resource Conservation Service) Standards and Specifications along with the USDAS (United States Department of Agricultural Services) Engineering Field Manual for Conservation Practices. Tile on site must be rerouted around proposed pond. Soil must be spread in a manner not to encroach on adjacent properties.
3) Union SWCD or a Professional Engineer (P.E.) shall be responsible for designing the pond and doing site inspections during construction to assure that the pond is constructed according to the approved plan.
4) The pond outlet must be designed so as not to encroach upon adjacent property.
5) Setback must be fifty (50) feet from the road right-of-way to the high water mark and thirty (30) feet from the high water mark to the side and rear lot lines.
6) The applicant shall place and maintain earth mounds or tree lines between the road right-of-way and the pond to serve as traffic barriers.
7) Three (3) acre minimum lot size.
8) Adequate Drainage Outlet and Acceptable Soils. Every building lot shall have an adequate drainage outlet and acceptable soils consistent with the requirements for the proposed use. The Union SWCD shall determine the drainage outlet adequacy and the soils acceptability.
9) All construction of ponds within the Township shall be accomplishede in a manner consistent with maintenance of good surface and sub-surface drainage.
10) All ponds shall be at least 1/4 (0.25) acre in size.
11) This applies to all zoning districts.
12) Stormwater retention ponds are exempt from Section 1034 "Ponds".

Section 1036 General Conditions for Adult Entertainment Use.

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Adult Entertainment Facilities are conditionally permitted within the B-2 Local Business District only, and subject to conditions set forth in the Zoning Resolution Section 1036 and paragraphs 1-9 hereafter set forth.

1. No adult entertainment facility shall be established within one thousand (1,000) feet of any areas zoned for residential use, R-1.
2. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any school, library, or teaching facility, whether public or private, governmental or commercial which school, library, or teaching facility is attended by persons under eighteen (18) years of age.
3. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any park or recreational facility attended by persons under eighteen (18) years of age.
4. No adult entertainment facility shall be established within a radius of two thousand (2,000) feet of any other adult entertainment facility.
5. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of established church, synagogue, or permanently established place of religious services which is attended by persons under eighteen (18) years of age.
6. No advertisements, displays, or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.
7. All building openings, entries, windows, etc. for adult uses shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any public or semi-public area, sidewalk, or street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.
8. No screens, loudspeakers, or sound equipment shall be used for adult motion picture theatres (enclosed or drive-in) that can be seen or discerned by the public from public or semi-public areas.
9. Off-street parking shall be provided in accordance with the standards for permitted use within B-2 Business District.

Section 1037 Wind Power Generating Facilities. Pursuant to the Township Zoning Inspector and Township Trustees being duly notified of the person's intent to construct Wind Power Generating Facility (WPGF) in any area zoned for low-density residential use (U-1 Rural Undeveloped District and R-1 Low Density Residential District), public utilities, or other functionally equivalent providers may site a WPGF as a permitted use provided the following conditions of Section 1037 are met:

1.) **Applicability.** Section 1037 of this Township Zoning Resolution governs the siting of Wind Power Generating Facilities (WPGF) and substations that generate electricity to be sold to the wholesale or retail market.

2.) **Prohibition.** No Wind Power Generating Facilities (WPGF) or components thereof governed by Section 1037 of this Township Zoning Resolution shall be constructed, erected, installed, or located within this Township until prior siting approval has been obtained pursuant to this Township Zoning Resolution.

3.) **Siting Approval Application.** To obtain siting approval, the applicant must first submit a siting approval application to the Township Zoning Inspector and must contain the following information:

A. A Wind Power Generating Facility (WPGF) Project Summary including to the extent available the following items:

i. a general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s) type(s) of WPGF, number of WPGF, and name plate generating capacity of each WPGF; the maximum height of the general location of the project.

ii. A description of the applicant, owner and operator, including their respective business structures.

B. The name(s), address(es), and phone number(s) of the applicant(s), owner and operator, and all property owner(s), if known.

C. A site plan for the installation of WPGF showing the planned location of each WPGF tower, guy lines and anchor bases (if any), primary structure(s), property lines (including identification of adjoining properties and owner contact information), set back lines, public access roads and turnout locations, substation(s), ancillary equipment, third party transmission lines, and layout of all structures within the geographical boundaries of any applicable setback.

D. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Resolution.

E. The applicant may make adjustments to the siting so long as such adjustments are limited to land parcels identified in the original application, and such adjustments comply with the conditions of Section 1037 herein.

F. Any other information normally required by the Township as part of its Zoning Resolution.

4.) **Design and Installation.**

A. **Design Safety Certification.**

i. WPGF shall conform to applicable industry standards, including those of the American National Standards Institute (ANSI). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (UL), Det Norske Vertas (DNV), Germanischer Lloyd Wind Energie (GL), or an equivalent third party.

ii. Following the granting of siting approval under this Resolution, a Professional Engineer shall certify, as part of the building permit application, that the foundation and tower design of the WPGF, including substation, transformer, underground cabling or parts

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thereof and the access road, is within accepted professional standards, given local soil and climate conditions.

B. **Controls and Brakes.** All WPGF shall be equipped with a redundant braking system. This includes both aerodynamic over speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over speed protection.

C. **Electrical Components.** All electrical components of the WPGF shall conform to applicable local, state, and national codes, and relevant national and international standards (ie. ANSI and International Electrical Commission).

D. **Color.** Towers and blades shall be painted white or gray or another non-reflective, unobtrusive color.

E. **Compliance with the Federal Aviation Administration.** The applicant for the WPGF shall comply with all applicable Federal Aviation Administration (FAA) requirements.

F. **Warnings.**

i. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.

ii. A reasonably visible warning sign stating contact phone number of operator in case of emergency.

iii. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.

G. Climb Prevention. All WPGF towers must be unclimable by design or protected by anti-climbing devices.

H. Setbacks.

i. All WPGF towers shall be set back at least five hundred (500) feet from any primary structure. The distance for the above setback shall be measured from the point of the primary structure foundation closest to the WPGF tower to the center of the WPGF tower foundation. In no case shall a WPGF tower be located closer to a primary structure than 1.25 times the WPGF tower height (to cover taller towers).

ii. All WPGF towers shall be set back a distance of at least 1.25 times the WPGF tower height from public roads and public road right-of-ways, third party transmission lines, and communication towers.

iii. All WPGF towers shall be set back a distance of at least 1.25 times the WPGF tower height from adjacent property lines. The affected adjacent property owners may waive this setback requirement by signing a contract with the WPGF.

iv. The applicant does not need to obtain a variance from the Township upon execution of a contract with a WPGF by an adjacent property owner of the above setback requirements of

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Section 1037. Any waiver of any of the above setback requirements shall run with the land and be recorded as part of the chain of title in the deed of the subject property.

I. **Compliance with additional regulations.** Nothing in this Resolution is intended to preempt other applicable state and federal laws and regulations.

5.) **Operation.**

A. **Maintenance.**

i. The owner or operator of the WPGF shall furnish an operation and maintenance report to the Township on an annual basis.

ii. Any physical modification to the WPGF that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under this Resolution. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a like-kind replacement), the owner or operator shall confer with a relevant third party certifying entity identified in this Resolution to determine whether the physical modification requires re-certification.

B. **Interference.**

i. The applicant shall provide the applicable microwave transmission providers and local emergency service providers/911 operators copies of the project summary and site plan as set forth in this Resolution. To the extent that the above providers demonstrate a likelihood of interference with its communications resulting from the WPGF, the applicant shall take reasonable measures to mitigate such anticipated interference. If, after construction of the WPGF, the owner or operator receives a written complaint related to the above-mentioned interference, the owner or operator shall take reasonable steps to respond to the complaint.

ii. If, after construction of the WPGF, the owner or operator receives a written complaint related to interference with local broadcast residential television, the owner or operator shall take reasonable steps to respond to the complaint.

C. **Coordination with Local Fire Department.**

i. The applicant, owner, or operator shall submit to the local Fire Department a copy of the site plan.

ii. Upon request by the local Fire Department, the owner or operator shall cooperate with the local Fire Department to develop the Fire Department's emergency response plan.

iii. Nothing in this Section of this Resolution shall alleviate the need to comply with all other applicable fire laws and regulations.

iv. Upon request by the local Fire Department, the owner or operator shall on a yearly basis, participate in High Angle Rescue using the WPGF tower.

D. **Materials Handling, Storage, and Disposal.**

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i. All solid wastes related to the construction, operation, maintenance, and decommissioning of the WPGF shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal laws.

ii. All hazardous materials related to the construction, operation, and maintenance of the WPGF shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

6.) **Noise Levels.** Noise levels from each WPGF unit of WPGF project shall be in compliance with applicable State of Ohio regulations. The applicant, through the use of a qualified professional, as part of the siting approval application process, shall appropriately demonstrate compliance with the above noise regulations.

7.) **Birds.** A qualified professional, such as an ornithologist or wildlife biologist, shall conduct an avian habitat study, as part of the siting approval application process, to determine if the installation of the WPGF will have a substantial adverse impact on birds.

8.) **Public Participation.** Nothing in the Section 1037 of this Resolution is meant to augment or diminish existing opportunities for public participation.

9.) **Liability Insurance.** The owner or operator of each WPGF tower shall maintain a current general liability policy covering bodily injury and property damage with limits of at least $3 million per occurance.

10.) **Decommissioning Plan.** Prior to receiving site approval under Section 1037 of this Resolution, the applicant, owner, and/or operator must formulate a Decommissioning Plan to ensure that the WPGF project is properly decommissioned. The Decommissioning Plan shall include:

A. Provision describing the triggering events for decommissioning the WPGF project.
B. Removal of structures, debris, access roads, and electrical cabling, including transmission lines below the soil surface, as specified in each individual WPGF contract with the landowner(s).
C. Provisions for the restoration of the soil and vegetations.
D. An estimate of the decommissioning costs certified by a Professional Engineer approved by the Leesburg Township Trustees.
E. Financial Assurance, secured by the owner/operator, for the purpose of adequately performing the decommissioning, in an amount equal to the Professional Engineer's certified estimate of the decommissioning costs plus anticipated inflation.
F. Identification of and procedures for Township access to financial assurances.
G. A provision that the terms of the Decommissioning Plan shall be binding upon the owner or operator and any of their successors, assigns, or heirs.

11.) **Remedies.**

A. The applicant's, owner's, or operator's failure to materially comply with any of the above provisions shall constitute a default under this Resolution.

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B. Prior to implementation of the existing Township procedures for the adjudication of such default(s), the appropriate Township body shall first provide written notice to the owner and operator, setting forth the alleged default(s). Such written notice shall provide the owner and operator a reasonable time period, not to exceed sixty (60) days, for good faith negotiation period, the existing Township Resolution provisions addressing the adjudication of such default(s) shall govern.
C. If the Township determines in its discretion, that the parties cannot resolve the alleged default(s) within the good faith negotiation period, the existing Township Resolution provisions addressing the resolution of such default(s) shall govern.

12.) **Expenses.** All reasonable expenses incurred by the Leesburg Township Trustees to review and certify the WPGF plan shall be paid by the applicant.

13.) **Schedule of Fees, Charges, and Expenses.** As stated in the Zoning Resolution of Leesburg Township, Union County, Ohio Section 360, any WPGF company will abide by the schedule of applicable fees, charges, and expenses set by the Township Trustees at the time of application, prior to any action taken.

Section 1038 Small Solar Energy Systems (Less Than 50 MW)
A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. No accessory solar energy system shall have a production output of more than 50 kW.
2. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
3. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
4. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and

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shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.

5. Roof/Building mounted accessory solar energy systems:
    a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
    b. May be mounted to a principal or accessory building.
    c. The height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
6. Ground/Pole mounted accessory solar energy systems:
    a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
    b. Shall be permitted in the rear or side yard only.
    c. Shall be erected within an established clear fall zone.
    d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least fifty (50) feet from the nearest property line, whichever is greater.
7. Other Structure mounted accessory solar energy systems:
    a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
    b. Shall be permitted in the rear or side yard only.
    c. Shall be erected within an established clear fall zone.
    d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least fifty (50) feet from the nearest property line, whichever is greater.
8. Accessory solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.
9. Accessory solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.
10. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
    a. Height of the proposed solar energy system(s) at maximum tilt.
    b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure mounted solar energy system and "clear fall zone".
    c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

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No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater).

Principal Solar Energy Production Facilities are prohibited in any district.

Section 1040 Garage, Porch, Yard or Similar Sales
A resident may conduct a garage, porch, yard or similar type sale provided such sales do not exceed one per 30 day period. No sale shall exceed 3 consecutive days in length. Parking shall be provided by resident on resident's property. All items for sale or sold, the method of displaying those items, signs, and other materials relating to the sale shall be removed or stored in an enclosed building upon the conclusion of sale. Sale includes all transactions, in money, by exchange, or by any means whatsoever, by which title or possession, or both, of tangible personal property, is or is to be transferred.

Section 1045 Junk Storage and/or Sales of Junk. The outdoor accumulation, collection, and/or storage of junk (as defined herein and in Section 1050), which is in public view from any highway or adjoining residential structure, shall be prohibited in all zoning districts unless the provisions of the following are met: Junk storage and/or sales of junk shall be effectively screened on all sides by means of walls, fences, or plantings. Walls or fences shall be a minimum of eight (8) feet in height with no advertising thereon. In lieu of such wall or fence, a strip of land not less than fifteen (15) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than six (6) feet in height may be substituted. Storage of materials shall not exceed the height of the screening. Storage of junk shall not be located in any front or side yard.

Section 1050 Junk. No trash, debris, litter, rubbish, unused property, discarded materials, junk vehicles, vehicle parts, rags, lumber, building materials, equipment and/or parts thereof, or any other garbage, refuse or junk shall be permitted to accumulate on any lot or portion thereof which creates an eyesore, hazard, or nuisance to the Township or general public.

Section 1055 Mobile Trailers Prohibited for Buisness, Storage, and Sign Purposes.
The use of a mobile home, tractor trailer, box car, sealand container, or other similar type trailer, container, or structure shall not be permitted as an office or business structure, storage facility, or sign structure except as stated in Section 1004.

Section 1060 Adequate Drainage Outlet and Acceptable Soils. Every lot shall have an adequate drainage outlet and acceptable soils consistent with the requirements for the proposed use. The "Union Soil and Water Conservation District," in writing, shall determine the drainage outlet adequacy and the soils acceptability. This statement along with a plot map of the drainage systems shall accompany the application for permit. Furthermore, all construction (including construction of ponds and driveways) within the

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Township shall be accomplished in a manner consistent with maintenance and good surface drainage. In all improvements or uses where submittal of drainage plans is not specifically required, proper drainage on subject property and adjacent or servient properties shall be maintained or restored at equal or greater capacity as determined by the Union Soil and Water Conservation District. In no event shall any person interdict or interfere with any existing tile or surface drain channel unless it is determinted that such tile or channel can be removed or relocated without interfering with the drainage on adjacent properties. Pre-existing drainage tile draining adjoining properties shall be restored or re-routed when cut, crushed, or otherwise affected by any construction, excavation, or utility installation on any lot.

Section 1065 General Conditions for Medical Marijuana Entities.

In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations ~~that provide~~ for State-authorized ~~medical marijuana land uses consistent with ORC 519 and ORC 3796. ORC 519.21 and ORC 3796 allow regulation of the location of~~ medical marijuana cultivators, processors, or dispensaries within the unincorporated area of the township.

~~1. Not An Agricultural Use. Medical marijuana is not considered an "agricultural" use pursuant to ORC 519.21 (E).~~

~~2. Zoning Districts. No medical marijuana cultivator, processor, or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, or dispensary shall be permitted as a home occupation.~~

~~3. Fully Enclosed Buildings & Screening. Activities related to the use of property by medical marijuana cultivators, processors, and dispensaries shall take place within fully enclosed buildings. Such activities shall be completely screened and shall not be visible from any lot line. Additionally, outside storage is prohibited.~~

~~4. Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.~~

~~5. Odor. In addition to Section 1020 Special Provisions for Commercial and Industrial Uses, odors traveling off-site and being detectable by a person with a normal sense of smell from a public place, the right-of-way, and other lots are prohibited.~~

~~1. Distance from Other Uses. Pursuant to ORC 3796, no medical marijuana cultivator, processor, or dispensary shall be located within five hundred (500) feet of the boundaries of a lot having situated on it a school, church, public library, public playground, or public park. The distance shall be measured as the shortest straight line from property line to property line.~~

1. Not An Agricultural Use. The cultivation, manufacture, and/or sale of medical marijuana shall not be considered an "agricultural" use pursuant to ORC 519.21.
2. Zoning Districts. No medical marijuana entity including a cultivator, processor, and/or dispensary shall be located in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. No medical marijuana cultivation,

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manufacture, and/or sale by a medical marijuana entity shall occur in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, and/or dispensary shall operate as a home

4. occupation.
5. Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.
6. ~~6.~~
7. ~~Medical Marijuana Dispensaries Prohibited. No medical marijuana dispensaries shall be permitted within the unincorporated area of the township.~~
8. ~~Applications. Any zoning application—including and not limited to a zoning certificate, zoning permit, variance application, conditional use application—shall include:~~
    a. ~~A scale map showing the lots involved in the request are in compliance with the requirements for Distance from Other Uses.~~
    b. ~~Proof of compliance with all security requirements in ORC 3796 and the rules and standards adopted thereunder.~~

Section 1066 General Conditions for Adult Use Cannabis Operators.

In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations for State-authorized adult use cannabis cultivators, processors, and dispensaries within the unincorporated area of the township.

1. Not an Agricultural Use. The cultivation, manufacture, and/or sale of adult use cannabis shall not be considered an "agricultural" use.
2. Zoning Districts. No adult use cannabis operator including a cultivator, processor, and/or dispensary shall be located in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. No adult use cannabis cultivation, manufacture, and/or sale by an adult use cannabis operator shall occur in a zoning district where the use is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, and/or dispensary shall operate as a home occupation.
3. n.
4. Mobile Building Prohibited. No adult use cannabis cultivator, processor, or dispensary shall be located within a mobile building.

Section 1070 Agritourism.

~~In addition to the procedure and requirement for approval of conditional use permits, as stated in Section 560, the Board of Zoning Appeals shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval if the following conditions have been met:~~

~~I. Conditions~~

~~A. Evidence that the farm on which the agritourism operation is proposed is ten (10) acres or more in area shall be provided. If such farm is less than ten (10)~~

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~~acres, evidence shall be provided that such farm is currently enrolled in the Current Agricultural Use Value (CAUV) program or produces an average yearly gross income of at least twenty-five hundred dollars ($2,500) from agricultural production.~~

~~B. The educational, entertainment, historical, cultural and/or recreational relationship of the agritourism operation to the existing agricultural use of the property, the surrounding agricultural community, and/or the relationship of the agritourism activity to agriculture in general shall be identified.~~

~~C. A site plan of the property illustrating all structures to be used for agritourism activities, setbacks from property lines for all structures and any existing or proposed well and/or on-site wastewater disposal system area(s) on the property shall be submitted.~~

~~1. The size and setback for any structure used primarily for agritourism activities shall be in conformance with the requirements of the applicable zoning district, listed in the Official Schedule of District Regulations.~~

~~D. Off-street parking in accordance with size requirements in Article XI Off-Street Parking and Loading Requirements shall be provided.~~

~~1. Additionally, off-street parking adequate to meet peak time demand shall be provided in a manner that does not cause nuisance or conflict with adjoining properties. Estimates of traffic generation shall be submitted. In no instance shall parking be permitted within yard setback areas or within 20 feet of the road right-of-way.~~

~~E. Safe and adequate ingress and egress shall be maintained at all times.~~

~~F. The applicant shall provide data establishing the seasons and weeks of operation, and the hours of operation. The Conditional Use Permit shall clearly state these parameters.~~

~~G. Sales are limited to agricultural products meeting the criteria of products incident to the agricultural production and specific supporting products related to the agricultural tourism purpose. Examples include animal feed pellets and U-Pick containers.~~

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In the interest of protecting the public health and safety, an Agritourism use shall satisfy the conditions in this Section. Capitalized Terms not defined in this Section shall have the respective meanings given to them in Article II, Definitions of the Zoning Resolution or the Ohio Revised Code.

In addition to the procedure for approval of conditional use permits, as stated in Section 560 and 546-548, the Board of Zoning Appeals shall direct the Zoning Inspector to issue a conditional use permit if the applicant establishes the following conditions have been met by a preponderance of the evidence presented in the application for conditional use permit and at the hearing:

1. The Agritourism use will be on a "Farm".

2. Each proposed Agritourism Use is an agriculturally related educational, entertainment, historical, cultural, and/or recreational activity (including you-pick operations or farm markets) conducted on a Farm that allows or invites members of the general public to observe, participate in, or enjoy the activity. A narrative statement regarding this shall be provided by the applicant and it shall replace and substitute any narrative statement otherwise required as part of an application for conditional use permits.
3. A site plan of the proposed Agritourism site showing the following when applicable:
    a. The floor areas, heights, and setbacks of all structures, including buildings, used primarily for Agritourism; and,
    b. The size and setbacks of all parking areas, including loading spaces, used primarily for Agritourism; and,
    c. Provisions for egress and ingress.

These criteria shall replace and substitute any site plan otherwise required as part of an application for conditional use permits.

4. The size and setback for any structure used primarily for Agritourism shall conform to the requirements of the zoning district where the Agritourism use will be located and/or any size and/or setback requirements, if any, specified in this Section.
5. Off-street parking in accordance with setback and size requirements (only) in Article XI Off-Street Parking and Loading Requirements shall be provided.
    a. Additionally, off-street parking of a size adequate to meet peak time demand shall be provided in a manner that does not cause nuisance or conflict with adjoining properties. Estimates of traffic generation shall be submitted. In no instance shall parking be permitted within yard setback areas or within 20 feet of the road right-of-way.
    b. The Board of Zoning Appeals may not require any parking area to be improved in any manner, including requirements governing drainage, parking area base, parking area paving, or any other improvement.
6. Safe and adequate ingress and egress shall be maintained at all times.
7. The Board of Zoning Appeals may not prescribe conditions and/or safeguards not otherwise stated in this Section.

Within thirty (30) days after the public hearing required in Section 546, the Board of Zoning Appeals shall either approve or disapprove the application. Appeals from Board decisions shall be made in a manner specified in Section 530.

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ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

Section 1100 General Requirements

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change, Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Space Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12) feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Sections 1111 and 1130, together with driveways, aisles and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1113 Drainage. All parking and loading areas shall provide for proper drainage of surface water to prevent the drainage of such water onto adjacent properties or walkways.

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Section 1114 Maintenance. The owner of property used for parking and/or loading shall maintain such area in good condition without holes free of all dust, trash, and other debris.

Section 1115 Lighting. Any lights used to illuminate a parking lot shall be so arranged as to reflect the light away from the adjoining property.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas:

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial, or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and Landscaping. Whenever a parking area is located in or adjacent to a residential district it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. In the even that terrain or other natural features are such that the erection of such fence of planting screen will not serve the intended purpose, then no such fence or planting screen and landscaping shall be required.

Section 1119 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1120 Joint Use. Two or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

Section 1121 Wheel Blocks. Whenever a parking lot extends to a property line, wheel blocks or other suitable devices shall be installed to prevent any part of a parked vehicle from extending beyond the property line.

Section 1122 Width of Driveway Aisle. Driveways serving single-family dwellings shall maintain a horizontal clearance of twelve (12) feet along the path of driveway and any gate shall maintain a horizontal clearance of fourteen (14) feet along the path of the driveway for the purpose of vehicle access. Driveways serving single-family dwellings shall maintain a

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vertical clearance of thirteen and one half (13.5) feet. Driveways serving individual parking spaces stall be not less than twenty-five (25) feet wide for ninety (90) degree parking, twelve (12) feet wide for parallel parking, seventeen and one-half (17.5) feet for sixty (60) degree parking and thirteen (13) feet for forty-five (45) degree parking.

Section 1130 Parking Space Requirements. For the purpose of this Resolution, the following parking space requirements shall apply:

TYPE OF USE	PARKING SPACES REQUIRED
Single family or two family dwelling	Two for each unit
Apartments, or multi-family dwellings	Two for each unit
Mobile homes	Two for each unit
Outdoor swimming pools, public or community or club	One for each 5 persons capacity plus one for each 4 seats or one for each 30 square feet of floor area used for seating purposes whichever is greater
Retail establishments	One for each 250 sq. ft. of floor area
Offices, public or professional, administrative or service buildings	One for each 400 sq. ft. of floor area
All other types of businesses or commercial uses permitted in any district	One for each 300 sq. ft. of floor area
Churches	One for each 5 seats
All types of manufacturing, storage, and wholesale uses	one for every 2 employees on the largest shift for which the building is designed

Section 1131 General Interpretations. In the interpretation of this Article, the following rules shall govern.

1. Parking spaces for other permitted or conditional uses not listed in this Article shall be determined by the Board of Zoning Appeals upon an appeal from a decision of the Zoning Inspector.

2. Fractional numbers shall be increased to the next whole number.

3. When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board upon an appeal from a decision of the Zoning Inspector.

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ARTICLE XII SIGNS
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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;

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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 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 1212 Billboards. No billboard or sign exceeding sixty-four (64) square feet total shall be permitted in any zoning district.

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

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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 posted more than sixty (60) days before an election. All candidates for public office, their campaign committees, or other persons responsible for the posting of the campaign material shall remove such material within two (2) weeks following Election Day.

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 feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

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 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.

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ARTICLE XIII
MANUFACTURED AND/OR MOBILE HOME PARKS AND MANUFACTURED AND/OR MOBILE HOMES INDIVIDUALLY

Section 1300 Intent. It is the intent of this article to prohibit manufactured and/or mobile home parks ~~and mobile home parks~~ in Leesburg Township.

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Section 1341 Manufactured Homes (Not Permanently Sited) and/or Mobile Homes Individually. The following requirements shall apply to manufactured homes (not permanently sited) and/or mobile home dwellings that are placed upon an individual lot in any district where conditionally permitted.

1. Individual manufactured homes (not permanently sited) and/or mobile homes shall have, using accepted industry measurement standards, a minimum area of twelve hundred (1,200) square feet of floor area.

2. The manufactured home (not permanently sited) and/or mobile home shall be placed upon a permanent concrete stand or foundation which provides at least two (2) tie-down rings.

3. The manufactured home (not permanently sited) and/or mobile home shall be skirted entirely enclosing the bottom section, within ninety (90) days after its placement.

4. The manufactured home (not permanently sited) and/or mobile home will be designed, constructed, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.

The Board of Zoning Appeals may set other conditions which it deems reasonable and appropriate.

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This Resolution is hereby adopted on this 10th day of July 2023 .

_____

Chairman, Board of Township Trustees

_____

Member, Board of Township Trustees

_____

Member, Board of Township Trustees

_____

Attest, Clerk Township Trustees

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Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Zoning & Subdivision Committee
Thursday, June 12, 2025

The Zoning and Subdivision Committee met in a regular session on Thursday, June 12, 2025, at 12:34 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Scott Coleman, Todd Freyhof, Jeff Beard for Ashley Gaver, Mark Mowrey for Steve McCall, Tom Scheiderer, Aaron Smith, Luke Sutton for Jeff Stauch, and Casey Tuck. Absent members were Tyler Bumbalough, Wes Dodds, Tammy Noble, and Steve Robinson.

Guests: Greg Iiams, Village of Russells Point; Andrea Hodge, Union County Engineer's Office; Justin Wollenberg, Terrain Evolution; John Phillips, Jefferson Township.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Tom Scheiderer moved a motion to approve the minutes from May 8, 2025, meeting as written, and Todd Freyhof seconded. All in favor.

1. Review of Curry Farm Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Brad Bodenmiller reported that the Engineer's Office confirmed the bond was approved. That was the only outstanding item.
   - Todd Freyhof moved a motion to recommend conditional approval of the Curry Farm Phase 1 Final Plat, and Luke Sutton seconded. All in favor.

2. Review of Curry Farm Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Brad Bodenmiller reported that the Engineer's Office confirmed the bond was approved. That was the only outstanding item.
   - Luke Sutton moved a motion to recommend conditional approval of the Curry Farm Phase 2 Final Plat, and Tom Scheiderer seconded. All in favor.

3. Review of ERN-8 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Tom Scheiderer moved a motion to recommend conditional approval of the ERN-8 Phase 2 Final Plat, and Todd Freyhof seconded. All in favor.

4. Review of Glacier Pointe Section 5 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Brad Bodenmiller stated the developer has requested to table this plat. Although there are reviewing agency comments being worked out on the Mylar being worked out, the bond is outstanding.

- Todd Freyhof moved a motion to recommend accepting the developer's request to table the Glacier Pointe Section 5 Phase 1 Final Plat, and Luke Sutton seconded. All in favor.

5. Review of Jefferson Township Zoning Text Amendment (Logan County) – Staff Report by Aaron Smith
   - Mark Mowrey moved a motion to recommend approval of the Jefferson Township Zoning Text Amendment, and Jeff Beard seconded. All in favor.

6. Review of Leesburg Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
   - Jeff Beard – With the swimming pools--requiring the barriers--we don't require barriers for ponds, and that's a similar situation. Union County just had a child drown in a pond. In Orange Township, we had a lot of pushback on not having fences but also had a lot of variances for power safety covers. With the ponds there not fenced and being in the country, it's hard to allow ponds without barriers.
     - Aaron Smith – I agree. Leesburg Township has a permitting process for ponds. It's a tough space for townships to require something for pools and not ponds. Something about ponds is that they are larger properties, whereas a pool could be in a denser area with a higher risk. Some codes with a strict definition do require a fence around ponds.
     - Brad Bodenmiller – It seems likely that the desire to swim in a pond is different than the desire to swim in a pool. We're trying to be consistent with prior decisions, where we recommended fencing around pools. The Township is proposing to no longer require a fence around pools; I advised them we may not recommend that change. You all may decide to change what we've recommended in the past, and that is OK.
     - Jeff Beard – We went with a requirement to follow the building department because it changes over time. Insurance companies require the fences to have a lower rate.
     - Brad Bodenmiller – This committee can come up with something different; you don't have to follow our recommendations. You could drop that recommendation from the list in staff recommendation.
   - Todd Freyhof moved a motion to recommend approval with modifications of Leesburg Township Zoning Text Amendment per staff report, and Tom Scheiderer seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:01 pm with Mark Mowrey moving a motion to adjourn and Todd Freyhof seconding. All in favor.