



Zoning & Subdivision Committee

Thursday, February 9, 2023, 12:15 pm

- Minutes from last meeting of January 12, 2023
- 1. Review of Farm at Indian Run Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Glacier Pointe Section 2 Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
- 3. Review of New California Hills XIII Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 4. Review of Otter Creek Commercial Park Preliminary Plat (Logan County) – Staff Report by Brad Bodenmiller
- 5. Subdivision Regulations
- 6. Depth to Width Ratio Discussion
- 7. Lunch for Zoning & Sub meetings

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

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

January 19, 2023

Mr. Brad Bodenmiller
LUC Regional Planning Commission
10820 ST RT 347,
East Liberty, Ohio 43319

Re: ~~Farm at Indian Run~~
Preliminary Plat Extension Request

Dear Mr. Bodenmiller:

~~two year extension was granted on February 11th, 2021.~~ ^{Farm at Indian Run} Preliminary Plat was approved by the LUC Executive Committee February 11, 2021. ~~A~~ Per current regulations, it is our understanding that approval of the Preliminary Plat is valid for a period of two (2) years, at which time request for extension is required.

Please accept this letter as our formal request for an extension of the ~~Farm at Indian Run~~ Preliminary Plat for the maximum duration available. We are submitting this for the Commission's consideration on February 9th, 2023. Please contact me if we are required to provide additional submittals, i.e. plans, electronic files, etc. to complete the extension approval process.

Should you have any questions, please contact me to discuss.

Respectfully Submitted,
Terrain Evolution, Inc.



Justin Wollenberg, PE, CPESC
Project Manager

CC: File



Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

February 16, 2021

Wicked Chicken, LLC* **
c/o caldwe61@aol.com
12877 Darby Creek Road
Orient, OH 43146
caldwe61@aol.com

RE: **Preliminary Plat for Farm at Indian Run**
Jerome Township, Union County

Dear Wicked Chicken, LLC:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on February 11, 2021, and reviewed the Preliminary Plat for Farm at Indian Run, Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the recommendation of approval of the Farm at Indian Run Preliminary Plat with Staff Report comments.

The recommendation was for **APPROVAL** of Farm at Indian Run – 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 February 2023. Therefore, it is necessary for you to apply in January 2023 to be placed on the February 2023 LUC meeting agendas to request extension.

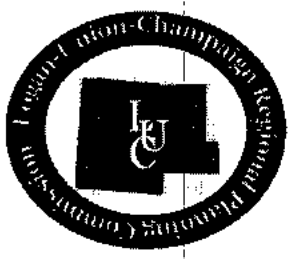
Sincerely,

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

cc: File
**Terrain Evolution, Inc. – Justin Wollenberg & Dan Rhine jwollenberg@terrainevolution.com; drhine@terrainevolution.com
**Plank Law Firm – Rebecca Mott rjm@planklaw.com
* **Jerome Township Trustees – c/o Robert Caldwell, Fiscal Officer
* **Jerome Township Zoning Commission – c/o Anita Nicol
**Jerome Township Zoning Officer – Eric Snowden
**Union County Engineer's Office – Bill Narducci
**City of Marysville – Kyle Hoyng

* Via 1st Class Mail 02-16-2021
**Via Email 02-16-2021

10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

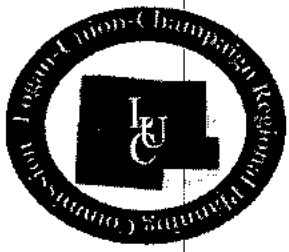


Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

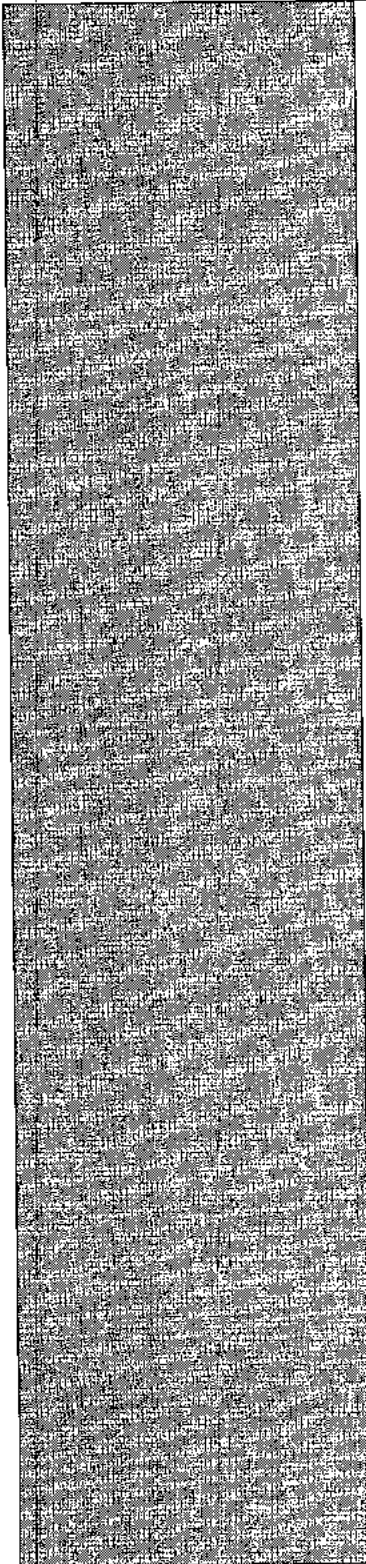
Applicant:	<p>Encore Living c/o Wicked Chicken 12877 Darby Creek Road Orient, OH 43146 caldwe61@aol.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com</p>
Request:	Approval of Farm at Indian Run – Preliminary Plat.
Location:	Located east of the intersection of McKitrick Road and Mitchell-Dewitt Road and fronting on McKitrick Road in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat involves 24.729 acres of land and proposes 40 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none">○ 4.499 acres in right-of-way○ 9.234 acres in single-family residential lots○ 10.996 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none">○ City of Marysville water system○ City of Marysville sanitary waste collection and treatment <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Engineer's Office submitted comments in a letter dated 02-04-21. The Engineer's Office recommended approval subject to its modifications and recommendations, which should be addressed in the final 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 Traffic Impact Study (TIS) has been submitted to the Engineer's Office and the City of Dublin. There are no further comments on the TIS. All
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Logan-Union-Champaign regional planning commission

Staff Report – Farm at Indian Run



final engineering plan approvals will be contingent upon signing of an Infrastructure Agreement describing necessary developer contributions to adjacent intersections.

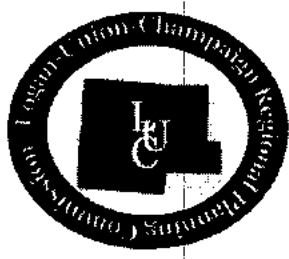
2. Provide multi-use paths and fencing/landscaping on the Construction Drawings as shown on the Landscaping Plan.
3. All appropriate OEPA/ODNR/ACOE permitting will be required to be provided to the Engineer's Office prior to Construction Plan approval.
4. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final Construction Drawing review process.
5. The roadside ditch along McKittrick Road will be required to be improved during construction.
6. A tree clearing plan shall be shown to ensure appropriate sight distance indicated on Sheet 11.
7. Detail flood routing swales ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of structures.
8. Consider a diversion swale to route the approximately 30 acres of offsite area north of Fox Field Path to the existing basin.
9. Provide detailed construction drawings to private utility providers.
10. Provide a minimum 10' flat (~10% or less) berm area from the top of the bank around the perimeter of each basin.
11. Emergency access composition and potential signage to be reviewed in further detail by Engineer's Office and Township Fire Department during Construction Plan review.
12. Drainage design and stormwater management to be reviewed during Final Construction Drawings.

• Union County Soil & Water Conservation District

- No comments received as of 02-03-21.

• Union County Health Department

- No comments received as of 02-03-21. 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).”

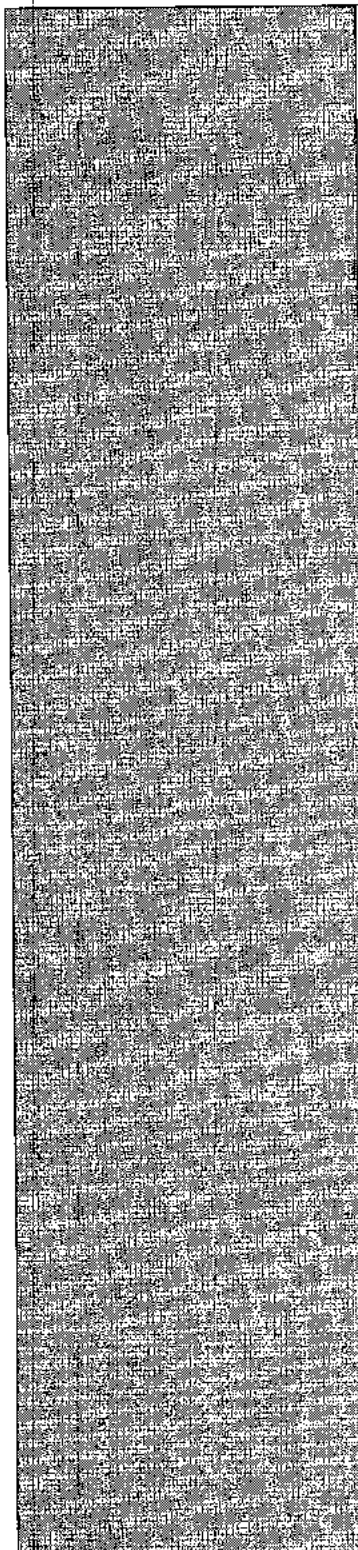
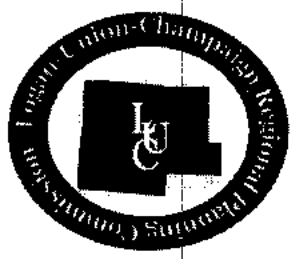
2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”
3. “If at any at time during development 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 02-02-21. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)
- 1. The horizontal and vertical design of the public sanitary sewer (including sizing) will be finalized during the Final Engineering process.
 - The City provided comments regarding clearance and technical specifications.
 - Alternative sanitary sewer alignments shall be evaluated to serve the properties to the east of the Farm at Indian Run development.
- 2. A thirty (30) foot wide utility easement will be required between manholes 4 and 1.
 - A structurally stable path shall be constructed within this easement to ensure proper maintenance operations/inspections can occur.
- 3. The horizontal and vertical design of the public waterline will be finalized during the Final Engineering process.

•**Jerome Township**

- Jerome Township submitted comments in a letter dated 02-03-21. **Some** of those comments are listed



below and summarized for reference. (Please refer to letter for all comments.)

1. An amendment to the Zoning Map is pending. The application for amendment is subject to referendum.
2. Current zoning district is RU District, not PD. The lots do not meet those requirements.
3. The Township advised of fence setbacks.
4. The Township advised of sign regulations.

• **ODOT District 6**

- No comments received as of 02-03-21.

• **Union Rural Electric**

- URE submitted comments in a letter dated 02-01-21. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

1. Sheets 3, 4, 6, & 7: URE easement requirements are 20' for underground primary/secondary facilities. Actual location on lots can be located within a 10' easement if adjacent property has additional easements or right-of-way for ingress/egress totaling 20'.
2. Developer to install creek/stream crossing 10' beyond stream protection easements when applicable.
3. Still need to complete electrical facility layout.

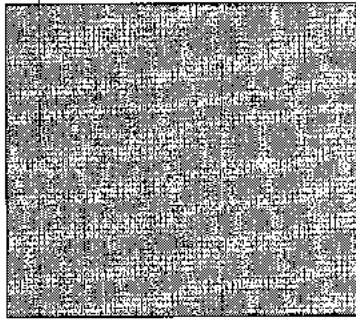
• **LUC Regional Planning Commission**

1. The dimensions of some portions of the open space appear to be missing. Please add dimensioning (§313, 16.).
2. Sheet 8, 10: Please compare written/graphic scale to written scale at bottom of sheet (§313, 5.).
3. Easements for water and sewer must be a minimum of 20' and 10' for other utilities (§313, 12.; §414).
4. The Zoning Inspector stated the property is not yet zoned as indicated and designed for on the Plat. The applicant's engineer has indicated a desire to proceed at risk. Please note: The Subdivision Regulations require, "All lots shall conform to or exceed the requirements of the zoning district in which they are located..." (§413, 2.).

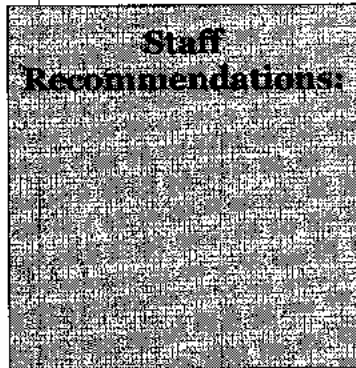


Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

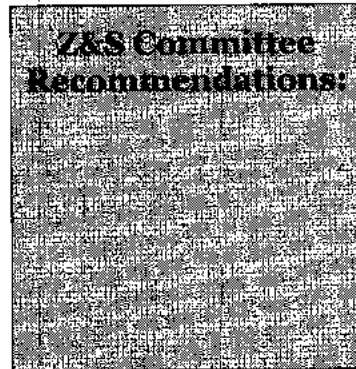


5. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§313, 9., §401; §412, 1.; §413, 2.).
6. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330).



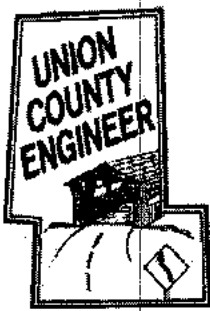
**Staff
Recommendations:**

Staff recommends **APPROVAL** of Farm at Indian Run – 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:**

Zoning & Subdivision Committee recommends **APPROVAL** of Farm at Indian Run – 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



**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

February 4, 2021

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

Re: Farm at Indian Run – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on January 26, 2021. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings or resolved as indicated.

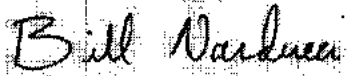
1. A Traffic Impact Study (TIS) has been submitted to UCEO as well as Dublin due to impacts on roadways/intersections under City jurisdiction. There are no further comments on the TIS from UCEO and Dublin. All final engineering plan approvals will be contingent upon signing of an Infrastructure Agreement describing necessary developer contributions to adjacent intersections under County and City jurisdiction. No roadway improvements are warranted as a result of site generated traffic.
2. Provide multi-use paths and fencing/landscaping on the construction drawings as shown on landscaping plan.
3. All appropriate OEPA/ODNR/ACOE permitting will be required to be provided to UCEO prior to construction plan approval.
4. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
5. The roadside ditch along McKittrick Road will be required to be improved during construction.
6. Due to the existing trees/brush located within the right of way, a tree clearing plan shall be shown to ensure the appropriate sight distance indicated on sheet 11 exists.
7. 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.
8. Consider a diversion swale to route the approximately 30 acres of offsite area north of Fox Field Path to the existing basin.
9. Provide detailed construction drawings to private utility providers.
10. Provide a minimum 10' flat (~10% or less) berm area from the top of the bank around the perimeter of each basin.
11. Emergency access composition and potential signage to be reviewed in further detail by UCEO and Jerome Township Fire Department during construction plan review.
12. Drainage design and stormwater management to be reviewed during final construction drawings.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

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) 645-3165.



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

Cc: Jeremy Burrey, USWCD (via email)

Brad Bodenmiller

From: Bill Narducci <bnarducci@unioncountyohio.gov>
Sent: Wednesday, February 3, 2021 5:11 PM
To: Brad Bodenmiller
Subject: RE: Farm at Indian Run Preliminary Plat - Layout & Design

Brad,

Please accept this correspondence that the general layout of the lots, streets and other improvements for the above referenced subdivision is preliminarily approved, pending review of the final construction drawings. If you have any questions or concerns, please let me know. Thanks

Bill Narducci, P.E.
Assistant County Engineer

Union County Engineer
233 West 6th St.
Marysville, Ohio 43040
Direct: 937.645.3165
Office: 937.645.3018
Fax: 937.645.3161

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!
<http://www.unioncountyohio.gov/engineer>

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, February 2, 2021 11:52 AM
To: Bill Narducci <bnarducci@unioncountyohio.gov>
Subject: Farm at Indian Run Preliminary Plat - Layout & Design

Bill,

Good morning! Is the layout and design of the lots, streets, and other improvements for the **Farm at Indian Run – 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

Brad Bodenmiller

From: Bill Narducci <bnarducci@unioncountyohio.gov>
Sent: Tuesday, January 19, 2021 8:23 AM
To: Justin Wollenberg
Cc: 'Thomas Caldwell'; Rebecca Mott; Brad Bodenmiller
Subject: RE: Farm at Indian Run
Attachments: VARIANCE JOURNALIZED DOC_001.pdf

Good Morning,

As referenced below, please find the Commissioner's journal entry for the approved variance. Thanks

Bill Narducci, P.E.
Assistant County Engineer

Union County Engineer
233 West 6th St.
Marysville, Ohio 43040
Direct: 937.645.3165
Office: 937.645.3018
Fax: 937.645.3161

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!

<http://www.unioncountyohio.gov/engineer>

From: Bill Narducci
Sent: Tuesday, January 12, 2021 9:57 AM
To: Justin Wollenberg <jwollenberg@terrinevolution.com>
Cc: 'Thomas Caldwell' <caldwe61@aol.com>; Rebecca Mott <rjm@planklaw.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Farm at Indian Run

Good Morning All,

The variance request below was approved by the Commissioners this morning. Once I get the journal record, I will provide it to this group. Please feel free to let me know if you have any additional questions. Thanks

Bill Narducci, P.E.
Assistant County Engineer

Union County Engineer
233 West 6th St.
Marysville, Ohio 43040
Direct: 937.645.3165
Office: 937.645.3018
Fax: 937.645.3161

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!

<http://www.unioncountyohio.gov/engineer>

From: Justin Wollenberg <jwollenberg@terrinevolution.com>
Sent: Wednesday, January 6, 2021 4:03 PM
To: Bill Narducci <bnarducci@unioncountyohio.gov>
Cc: 'Thomas Caldwell' <caldwe61@aol.com>; Rebecca Mott <rjm@planklaw.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: Farm at Indian Run

Bill,
Thank you for setting up and hosting the meeting today for the sketch plan. Please see the attached letter requesting a variance to the Right-of-way width at Farm at Indian Run. Please let me know if you have any questions.

Sincerely,

Justin Wollenberg, PE, CPESC
Project Manager

TerrainEvolution

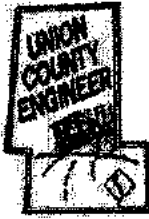
720 East Broad Street, Suite 203
Columbus, OH 43215
Main: 614-385-1090 x102
Direct: 614-385-1092
Fax: 614-385-1085
terrinevolution.com

This data is provided for your assistance. The data is privileged, confidential, and protected from disclosure. The recipient takes **FULL** responsibility for use of the information. The information is subject to change at Terrain Evolution's discretion. It is the responsibility of the recipient to request updated information before use, or allowing others to use the data. Recipient is hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited.

UNION COUNTY COMMISSIONERS JOURNAL 2021
January 12, 2021

RESOLUTION NO. 21-014:

Variance-Farm at Indian River Run-Engineer



County Engineer
Environmental Engineer
Building Department
213 W. Sixth Street
Marysville, Ohio 43048
P 937.645.3018
F 937.645.3163
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 Beuty Avenue
Richwood, Ohio 43344

Public Service with integrity

MEMO

To: Union County Commissioners
From: Bill Narducci
Date: January 7, 2021
RE: Farm at Indian Run Variance Request Recommendation

We have received a variance from the Subdivision Regulations for the above development, enclosed. This is the Farm at Indian Run subdivision, located on McClirk Road in Jerome Township. Zoning has been approved by the Township for 40 single family residential units, with lot sizes varying from approximately 0.16 acres to 0.38 acres in size.

The variance requested is from Section 406 of the Subdivision Regulations (Road or Street Right-of-Way and Pavement Widths). The minimum allowed right of way width permitted for local streets is 80', and the developer is requesting to reduce this width to 50' for the internal roadways within the subdivision. Pavement widths for all internal roads will be 28' from back of curb, meeting Union County Standards and consistent with other recent developments in Union County.

We recommend approval of this variance, as the reduction in right of way does not change the pavement width and still allows for adequate area for sidewalks and utilities. In addition, we have approved a similar variance in many recent developments, including Jerome Village, and have seen no adverse effect.

Enc: variance request from design engineer

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slutz, CBO
Chief Building Official

UNION COUNTY COMMISSIONERS JOURNAL 2021
January 12, 2021



January 6, 2021

Mr. Bill Narducci
Assistant County Engineer
Union County Engineer
233 West Sixth Street
Marysville, Ohio 43040

Re: Farm at Indian Run - Variance #1

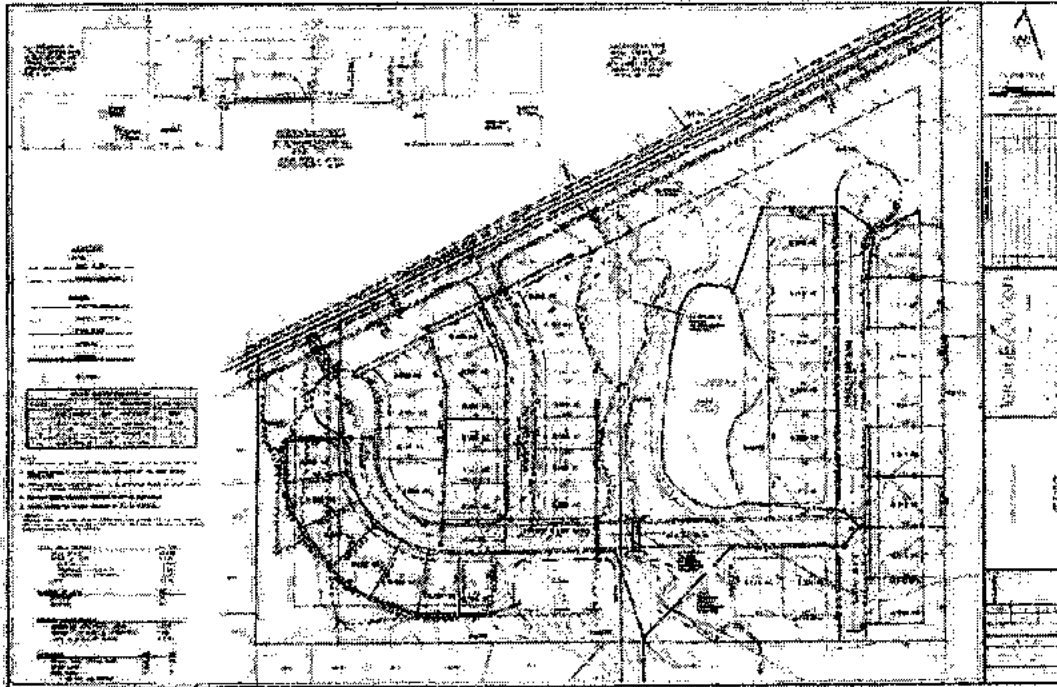
Mr. Narducci,

Terrain Evolution on behalf of Wicked Chicken, LLC, is requesting a variance to Union County Subdivision Regulations, Article 4, Section 406 - Street Right-of-Way, Local street right-of-way of 60 feet. We request that a right-of-way width of 50 feet be allowed as a minimum instead of the 60 foot width. It is our opinion that a 50 foot right of way width with utility easements will equally serve the purpose and intent of the Subdivision Regulations.

Please feel free to contact me regarding this variance or if you have any other questions at jwallenberg@terrainevolution.com or (614) 385-1092.

Sincerely,

Justin Wallenberg, PE, CPESC
Project Manager



Motion by Steve Robinson and seconded by Dave Burke that this resolution be adopted and was carried by the following vote:

Christiane Schmenk, Yea
 Steve Robinson, Yea
 Dave Burke, Yea

*Eric Phillips, Economic Development Director arrived at the remote meeting at 9:29 a.m.

*Roger Crowe, Hardin County Commissioner arrived at the remote meeting at 9:29 a.m. Roger provided the following overview on solar developments in Hardin County:

- Hardin County has three solar developments:
 - Phase 1-150-Megawatt development. Power production began on December 31, 2020.
 - Phase 2-170-Megawatt development. Approved by the Ohio Power Siting Board, project hasn't started.
 - Phase 3-300-Megawatt development. Approved by the Ohio Power Siting Board, project hasn't started.
- Roger provided a general overview of the solar development project process and answered questions from the Commissioners.

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Vertical line of text on the right edge of the page, possibly a page number or margin indicator.

Brad Bodenmiller

From: Jeremy Burrey <jburrey@unioncountyohio.gov>
Sent: Tuesday, February 2, 2021 1:38 PM
To: Brad Bodenmiller
Subject: RE: Preliminary Drainage - Farm at Indian Run Preliminary Plat

Brad,

The Farm at Indian Run preliminary plat is approved as reviewed.

Jeremy Burrey
Drainage Maintenance Supervisor
18000 St. Rt. 4
Marysville OH 43040
Phone: 937-642-5871 X 2228
jburrey@unioncountyohio.gov

Please Note email Change!

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, February 2, 2021 11:55 AM
To: Jeremy Burrey <jburrey@unioncountyohio.gov>
Subject: Preliminary Drainage - Farm at Indian Run Preliminary Plat

Jeremy,

Good morning! Is the preliminary drainage plan for the **Farm at Indian Run – 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

Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Tuesday, February 2, 2021 2:49 PM
To: Brad Bodenmiller
Cc: Heather Martin; Chad Green; Jeremy Hoyt
Subject: Marysville Comments - February LUC Agenda Items

Brad,

Below are the City of Marysville's comments for the agenda items on next Thursday's February Executive Committee meeting. Please review and let us know if you have any questions or concerns. Have a great rest of your week.

Farm at Indian Run – Preliminary Plat

- 1) The horizontal and vertical design of the public sanitary sewer (including the sizing) will be finalized during the final engineering process.
 - a. Additional clearance seems warranted between the proposed culvert/bridge headwall and the sanitary sewer to the west (sanitary sewer run 10-4).
 - b. Ensure sanitary sewer manholes and mains are located within five (5) feet of the right-of-way.
 - c. Alternative sanitary sewer alignments shall be evaluated to serve the properties to the east of the Indian Run development.
- 2) A thirty (30) foot wide utility easement will be required between manholes 4 and 1.
 - a. A structurally stable path shall be constructed within this easement to ensure proper maintenance operations/inspections can occur.
- 3) The horizontal and vertical design of the public waterline will be finalized during the final engineering process.

Glacier Pointe, Section 3 – Preliminary Plat

- 1) Please provide a minimum twenty (20) foot wide utility easement for all sanitary and water easements. Utility easements don't appear to be shown along the entirety of Coe Drive, Edmunds Drive, and Winthrop Lane.
- 2) The horizontal and vertical design of the public sanitary sewer (including the sizing) will be finalized during the final engineering process.
- 3) The horizontal and vertical design of the public waterline will be finalized during the final engineering process.

Jerome Village ERN-1 Phase 3 – Final Plat

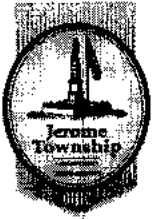
- 1) No comments

Glacier Pointe, Section 2 - Preliminary Plat Extension

- 1) No comments

Kyle Hoyng, P.E.
City Engineer
City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040
(937) 645-7358 (office)





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

Jerome Township Zoning Department

February 3, 2021

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

Re.: Farm at Indian Run – Preliminary Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Preliminary Plat known as Farm at Indian Run – Preliminary Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:


1. Staff notes that there is an amendment to the Official Zoning Map that is pending for this site. The application for amendment is subject to a zoning referendum.
2. Per the Official Zoning Map, the current zoning district of these parcels is Rural Residential District (RU). The note indicating the zoning district as 'PD' on page one is not correct. The minimum lot width and lot area for the RU District is provided for in Chapter 425 of the Zoning Resolution. The lots proposed by this preliminary plat do not meet those requirements.
3. The applicant has provided a landscape plan which indicates a propose fence. Per Section 625.01(9)(a), the setback for fences from a public ROW is 15ft.
4. The applicant has provided a sign plan as part of their landscape plan. Per Section 615.05(6), the maximum permitted height for residential development signs is 5ft, the maximum display area is 32sf and the setback from any ROW line is 15ft.

Sincerely,

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



15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
(937) 642-1826 • (800) 642-1826 • Fax (937) 644-4239
www.ure.com

Your Touchstone Energy® Cooperative 

February 1, 2021

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO B0x219
East Liberty, OH 43319

RE: UREC comments for the Farm at Indian Run – Preliminary Plat

Brad,

Noted comments per paper drawings received 01/27/21. Drawing set of 11 sheets issued Preliminary Plat for Indian Run Dated January 20, 2021:

- 1) Sheet 1 of 11 – Cover Sheet
 - a) Number of Lots: 40 (24 – 60 FT, 16 – 90 FT)
 - b) Front Setback: 20-25 FT dependent on lot size
 - c) Side Setback: 5-8 FT dependent on lot size
 - d) Rear Setback: 20 FT
 - e) Noted: Utility use of open space if needed

- 2) Sheet 2 of 11
 - a) No comments

- 3) Sheet 3 of 11
 - a) No defined Easement behind lots 25-40
 - b) URE has easement requirements of 20 feet for underground primary and secondary facilities. Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on property line require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable)

- 4) Sheet 4 of 11
 - a) No defined Easement behind lots 25-40
 - b) URE has easement requirements of 20 feet for underground primary and secondary facilities. Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on property line require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable)

- 5) Sheet 5 of 11
 - a) No comments

- 6) Sheet 6-7 of 11
 - a) No defined Easement behind lots 25-40
 - b) URE has easement requirements of 20 feet for underground primary and secondary facilities. Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on property line require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable)

- 7) Sheet 8-11 of 11
 - a) No comments

- 8) Preliminary Landscape Plans
 - a) As long as the Landscape Plans do not interfere with URE utility easements or access to URE facilities, and comply with any regulatory, NESC rules, then URE has no comments on the plans.

General comments: Development must comply with URE's Terms and Conditions for Supplying Electric Service.

Electric easement must be platted and shown on final plat plans.

Do not place easement area over building setbacks, adjacent to is acceptable.

Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).

Street crossing and adjacent property paths to be determined when facilities layout is completed.

Still need to work with developer to complete UREC electrical facility layout.

Regards,

Ed Peper
Engineer II
Union Rural Electric Cooperative, Inc.
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9246



Applicant:	<p>Wicked Chicken, LLC 12877 Darby Creek Road Orient, OH 43146 caldwe61@aol.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com</p>
Request:	Approval of the Farm at Indian Run – Preliminary Plat Extension for a period of two (2) years.
Location:	Located east of the intersection of McKitrick Road and Mitchell-Dewitt Road and fronting on McKitrick Road in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat Extension is for the Farm at Indian Run – Preliminary Plat. This subdivision involves 24.729 acres of land and proposes 40 single-family residential lots. To date, 0 lots have been final platted.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ City of Marysville sanitary waste collection and treatment <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The original Preliminary Plat was approved in February 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 02-01-23. <p>• Union Soil & Water Conservation District</p> <ul style="list-style-type: none"> ○ In an email dated 01-27-23, the District advised it had no additional comments. <p>• Union County Health Department</p> <ul style="list-style-type: none"> ○ In an email dated 01-26-23, the Health Department advised it had no comments.
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	<ul style="list-style-type: none">• City of Marysville<ul style="list-style-type: none">○ In an email dated 02-01-23, the City advised it had no comments.• Jerome Township<ul style="list-style-type: none">○ The Township submitted comments in a letter dated 01-26-23. The Township did not raise concerns with the granting of a Preliminary Plat Extension.• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 02-01-23.• Union Rural Electric<ul style="list-style-type: none">○ No comments received as of 02-01-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318).
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Staff Recommendations:	Staff recommends APPROVAL of the Farm at Indian Run – Preliminary Plat Extension with the condition that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.
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Z&S Committee Recommendations:	
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Application for Preliminary Plat Approval

Date: _____

Name of Subdivision: _____

Location: _____

Township: _____ Military Survey: _____

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

Have **ALL** Sketch Plan review letters been obtained? _____ (Engineer, SWCD, Board of Health)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Number of proposed lots: _____ Typical lot width (feet): _____

Number of proposed units: _____ Typical lot area (sq. ft.): _____

Single Family Units: _____ Multi-Family Units: _____

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: _____

Do you propose deed restrictions? (If yes, attach a copy): Yes ____ No ____

1. Proposed method of Supplying Water Service: _____

2. Proposed method of Sanitary Waste Disposal: _____
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: _____
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"		
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.		
3	Location by section, range, and township or Virginia Military Survey (VMS).		
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.		
5	Date of survey.		
6	Scale of the plat, north point, and date.		
7	Boundaries of the subdivision and its acreage.		
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.		
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.		
10	Zoning classification of the tract and adjoining properties.		
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.		
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.		
13	Layout, names and widths of proposed streets and easements.		
14	Building setback lines with dimensions.		
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.		
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.		
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.		



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		
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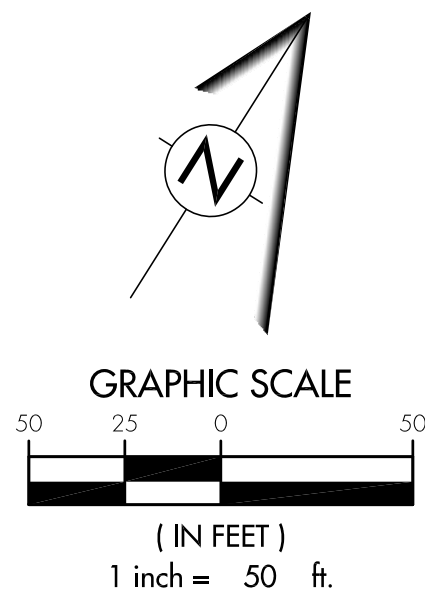
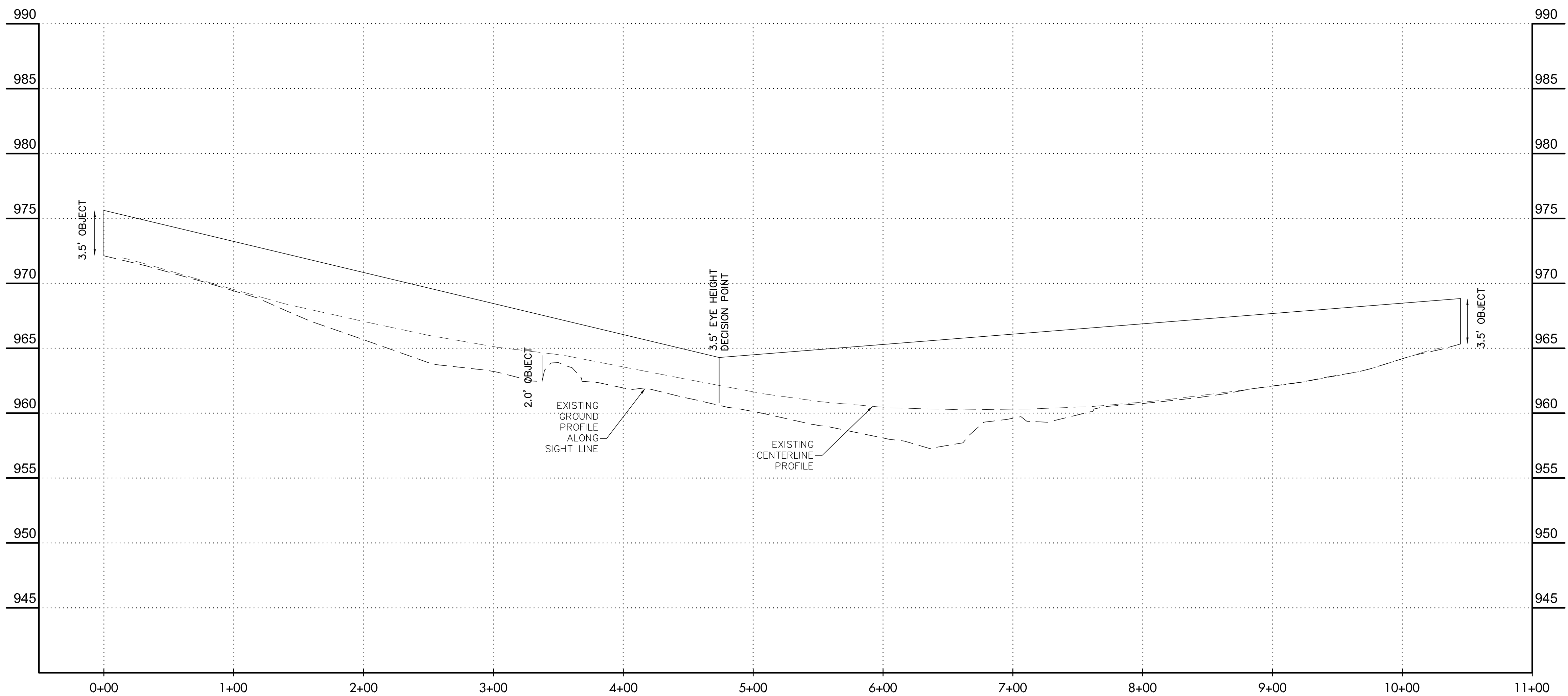
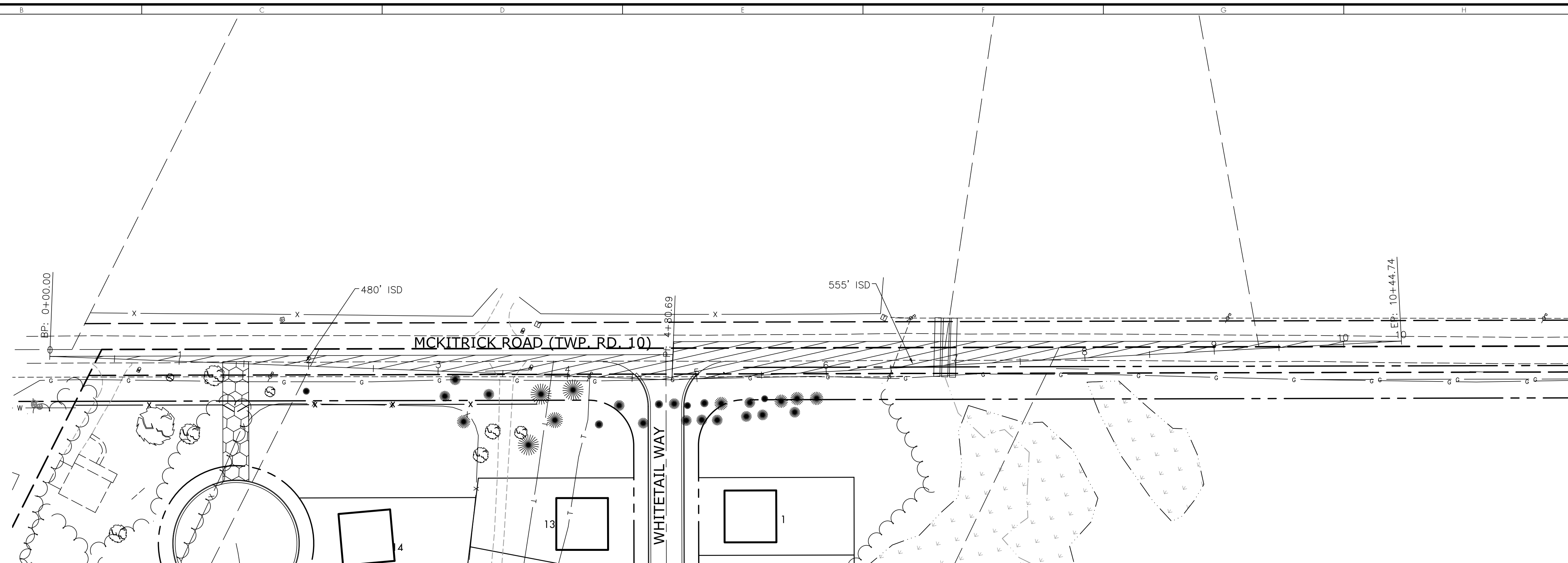
Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.		
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.		
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.		
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.		
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.	N/A	
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.	N/A	
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.		
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		

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

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

LEGEND

- EXISTING:**
- RIGHT-OF-WAY
 - ROADWAY CENTERLINE
 - STORM SEWER
 - WATERLINE
 - SANITARY
 - ← FLOOD ROUTING
 - WETLANDS
- PROPOSED:**
- ROADWAY CENTERLINE



#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
 720 East Broad Street | Suite 203 | Columbus, OH 43215
 P: 614.385.1090 | F: 614.385.1055 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO
FARM AT INDIAN RUN
 SIGHT DISTANCE EXHIBIT

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 20-009
 DATE: JANUARY, 2021
 SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

SHEET NO.: 11/11

**CODE OF REGULATIONS
OF
FARM AT INDIAN RUN HOMEOWNERS ASSOCIATION**

ARTICLE I.

Definitions

All capitalized words used herein that are not otherwise defined shall have the same meanings given to such words in that certain Declaration of Covenants, Conditions and Restrictions for Farm at Indian Run (the "Declaration"), recorded _____ in the office of the Union County, Ohio Recorder, with respect to the real property described therein (the "Property"), and as the Declaration may be lawfully amended from time to time.

ARTICLE II.

Name and Purpose

Section 2.01. The name of this Ohio nonprofit corporation is Farm at Indian Run Homeowners Association (the "Association").

Section 2.02. The purposes for which the Association is formed are, generally, to serve as a "homeowners association" as that term is defined in Section 528 of the United States Internal Revenue Code 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land currently within Farm at Indian Run Subdivision and all other property at any time added to Farm at Indian Run Subdivision and made subject to any recorded deed restrictions for this Association, for common purposes, including but not limited to retention/detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with the plat(s) of Farm at Indian Run Subdivision; to enforce (as determined prudent) all restrictions of record for Farm at Indian Run Subdivision including, without limitation, the Declaration (the "Restrictions") and any other plats, amendments or restrictions of record which make the Property subject to the Restrictions, or the Association, including property which may be added in the future.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under

Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

ARTICLE III.

Members and Voting

Section 3.01. Each owner of a fee simple interest in a Lot in the development is a Member of the Association (hereinafter a "Member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a Lot; membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his or her membership in the Association or sever the membership interest.

Section 3.02. Except as provided herein or in the Restrictions, on any question for which the vote of members is permitted or required, the owner or owners of each Lot in the development shall be entitled to exercise one vote for each such Lot that he, she or they own, provided however, that until the Turnover Date, all voting power of the Association's members shall be exercised by the Declarant/Developer, or its successors and assigns. If two or more persons own undivided interests in a dwelling Lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single unit and not be percentages of interest.

Section 3.03. Fiduciaries and minors who are owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons own undivided interests in a dwelling Lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the Lot. If only one such person attend a meeting, votes or executes a consent, then the person may act for all.

Section 3.04. A corporation which is a Member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or a waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directions or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a Member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 3.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the

Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

Section 3.06. A Member's voting rights shall be suspended during any time period that such Member has a delinquency with the Association. For purposes hereof, a member shall be deemed to have a delinquency during any time period that such Member has an outstanding sum payable to the Association which sum has not been paid, and which remains unpaid beyond the date on which such payment became due and payable.

ARTICLE IV.

Meetings of Members

Section 4.01. After the Turnover Date, an annual meeting of the voting Members for the election of trustees, for the consideration of reports to be made at the meetings and for the transaction of such other business as may properly come before the meeting should be held on the last Monday in March of each year, or on such other date within 60 days prior thereto or thereafter, as may be designated by the Board of Trustees of the Association (the "Board of Trustees" or the "Board") from time to time. Prior to the Turnover Date, no meetings shall be required.

Section 4.02. Special meetings of the Members may be called by the President, by a majority of the Trustees acting with or without a meeting, or by Members entitled to exercise not less than ten percent (10%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 4.03. All meetings of Members shall be held at such places as may be specified by the Board of Trustees or the persons calling the meetings

Section 4.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) days no less than ten (10) days before the meeting, to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at his or her address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity of the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Trustees may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members are entitled to receive notice of or who are entitled to vote at a meeting of the Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 4.05. Notice of the time, place and purpose or purposes of any meeting of Members shall be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be waiver by that Member of notice of the meeting.

Section 4.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time, and at the adjourned meeting any business may be transacted as if the meeting has been held as originally called. Voting by absentee ballot shall be permitted only at meetings for which such availability has been designated in the meeting notice. At any meeting for which absentee ballots are permitted, the number of absentee ballots cast shall be included only in the calculation of votes for determining the passage or non-passage of matters submitted to a vote, but such number shall not be included in calculations the quorum, or the number of votes necessary to adjourn or continue such meeting.

Section 4.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting. The Association shall, generally, proceed in accordance with Roberts' Rules of Order, provided that the failure to follow such rules shall not invalidate any action taken unless such failure results in a materially prejudicial consequence (the burden of proving, the material and prejudicial nature of the failure/consequence, is on the person challenging the action so taken).

Section 4.08. At all elections of Members of the Board of Trustees, the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting unless for any particular purpose the vote of a greater percentage of the voting power of all Members is required by law, the Articles, this Code of Regulations or otherwise.

Section 4.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising a majority of the voting power of all Members or such greater proportion thereof as the Articles, this Code of Regulations, the Restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote which may be taken at a meeting of Members may also be conducted by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing Members of the Board of Trustees) proportion thereof as the Articles, this Code of Regulations, the Restrictions or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Association.

ARTICLE V.

Board of Trustees

Section 5.01. Subject to such limitations as have been or may hereafter be imposed by the Restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Trustees consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Restrictions, the Articles and this Code of Regulations until they resign, or until their successors are elected and qualified. Members of the Board of Trustees need not be Members of the Association. Trustees shall be elected at the regular annual meeting of the Members of the Association or at special meetings called for that purpose. Each Trustee who is elected shall serve for a term of two (2) years and until his or her successor is elected and qualified, or until he or she resigns. Trustees' terms shall be staggered. At the meeting held on the Turnover Date, three (3) Trustees shall be elected. The two (2) Trustees receiving the highest number of votes shall serve two (2) year terms, concurrently; the other elected Trustee shall serve a one (1) year term. At each subsequent Annual Meeting, the Members shall re-elect or elect new Trustees, as applicable, to refill or replace the positions of the Trustee(s) whose term(s) expire in that year. Any Trustee may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members (including voting by proxy and/or absentee ballot, if applicable).

Section 5.02. Candidates for election as Trustees may be selected by a Nominating Committee if one is formed in accordance with Section 6.05 of Article VI hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Trustee or Trustees. The Nominating Committee (if applicable) may nominate as many candidates as it wishes, provided that in combination with nominations received from the floor at the election meeting, the Association shall nominate not less than the number of Trustees to be elected.

Section 5.03. If any Member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining Members of the Board may elect a new Trustee to fill the vacancy. If the remaining Trustees cannot agree upon a person to fill the vacancy within sixty (60) days after such vacancy is created, said remaining Trustees shall call a special meeting of the Members of the Association to fill the vacancy, such meeting to be held within ninety (90) days after the vacancy is created. Any Trustee appointed or elected to fill a vacancy shall hold office for the unexpired term of the Trustee he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 5.04. The Board of Trustees shall hold such meetings from time to time as it deems necessary, and such meetings may be called by the President from time to time. Meetings shall be held at such place as the President or a majority of the Trustees may determine, or by joint telephone communication if so requested by the President or a majority of the Trustees. Board of Trustee meetings may be open to the Members of the Association in the discretion of the Board of Trustees, provided that the Board shall not be required to make special equipment available, or make other accommodations that might be necessary for any individual or group of Members to attend a Board of Trustees meeting, and absent the consent of the Trustees at the meeting, non-Trustee Members of the Association shall have no right to participate in any discussion at the meeting.

Section 5.05. The President or Secretary shall cause telegraphic or written notice of the time and place of all meeting of the Board of Trustees, regular and special, to be duly served upon or sent to each Trustee not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Trustee in writing either before or after the holding of the meeting, which writing shall be filed with entered upon the records of the meeting. The attendance of any Trustee at any board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him or her of notice of the meeting.

Section 5.06. At all meetings of the Board of Trustees, a majority of the Members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meetings had been held as originally called. The act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Restrictions, the Articles or this Code of Regulations. Attendance at a meeting of the Board of Trustees may be in person, or by means of any technology which enables full communication among the Trustees (i.e. any person attending "remotely" must be able to hear, to be heard, and if necessary for the consideration of matters being discussed, able to see or receive documents and/or other physical or visual materials).

Section 5.07. Members of the Board of Trustees shall not receive any compensation for their services as such, but any Trustee may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of Article VII hereof.

Section 5.08. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting in a writing or writing signed by all of the Trustees, which writing or writings shall be filed with or entered upon the records of the Association.

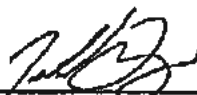
Section 5.09. The Board of Trustees may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE VI.

Officers and Committees

Section 6.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Trustees and the President must be a Member of the Board. Officers need not be Members of the Association, and Officers who are neither Trustees nor Members of the Association may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

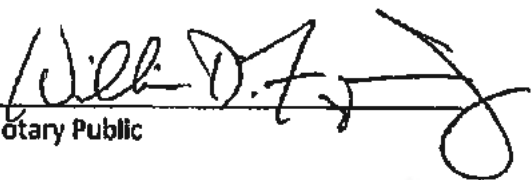
Executed on this 5TH day of November 2019.



Todd M. Frazier

State of Ohio)
County of Franklin)

The foregoing instrument was acknowledged before me this 5TH day of November 2019, by
Todd M. Frazier.



Notary Public



William D. Fergus
Attorney At Law
Notary Public, State of Ohio
My Commission has no exp. date
Sec. 147.03 R.C.

This instrument prepared by:
The Holfinger Stevenson Law Firm, Ltd.
1160 Dublin Road, Suite 500
Columbus, OH 43215

File #7-9565B

After recording, return to:
Northwest Title Family of Companies, Inc
c/o Bill Fergus
1160 Dublin Road, Suite 500
Columbus, OH, 43215

EXHIBIT "A"

PROPERTY THREE:

Situated in the Township of Jerome, County of Union, and State of Ohio, and being a part of the north Middle part of Survey No. 7181 of the Virginia Military lands and described as follows:

Commence at the northeast corner of said Survey No. 7181 in the center line of County Road No. 9; thence south $57^{\circ} - 31'$ West on the northerly line of said survey and the center line of said road 661.7 feet to an Iron pipe, the place of beginning; thence South $6^{\circ} - 03'$ East 852 feet to an Iron pipe; thence South $83^{\circ} - 42'$ West 675.3 feet to an Iron pipe; thence $5^{\circ} - 33'$ East 537.1 feet to an Iron pipe in the northerly line of said Survey and the center line of said road; thence North $57^{\circ} - 31'$ East 744 feet to the place of beginning containing 10.73 acres, more or less.

SAVE AND EXCEPT 8.766 ACRES, described as follows:

Situated in the Township of Jerome, County of Union, State of Ohio, and located in Virginia Military Survey No. 7181, and being part of an original 10.073 acre tract now owned by T.M. & L.B. Frazier (Deed Book 321, Page 554), and now more particularly described as follows:

Beginning, for reference, at an Iron pin found in the center-line of McKlirick Road (Township Rd. 10) marking the northeast corner of Virginia Military Survey No. 7181 and the southeast corner of Virginia Military Survey No. 6581 and on the west line of Virginia Military Survey No. 2925;

Thence South $57^{\circ} 37' 30''$ West 670.09 feet, along the center-line of McKlirick Road, the north line of said V.M.S. 7181, and the south line of said V.M.S. 6581, to an iron pin found marking the northeast corner of said 10.73 acre tract and the northwest corner of a 13.95 acre tract now owned by D. & J. Bunner (Deed Book 298, Page 487), and being the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

Thence South $06^{\circ} 25' 26''$ East 863.24 feet, along the east line of said 10.73 acre tract and the west line of said 13.95 acre tract (passing an Iron pin set at 28.03 feet), to an iron pin found marking the southeast corner of said 10.73 acre tract, the southwest corner of said 13.95 acre tract, the northwest corner of a 19.26 acre tract now owned by E. & L. Willis (Deed Book 209, Page 269), and the northeast corner of a 38.904 acre tract now owned by B. & D. Clotola (Deed Book 251, Page 199);

Thence South $83^{\circ} 47' 11''$ West 523.72 feet, along the south line of said 10.73 acre tract and the north line of said 38.904 acre tract, to an iron pin set;

Thence North $05^{\circ} 29' 46''$ West 611.34 feet, across and parallel to the west line of said 10.73 acre

tract (passing an iron pipe set at 583.31 feet), to the railroad spike set in the centerline of McKitrick Road, said point also being North 57° 37' 30" East 1866.13 feet from a square iron pin found marking the intersection of the centerlines of McKitrick Road with Mitchell-Dewitt Road;

Thence North 57° 37' 30" East 571.44 feet, along the center-line of McKitrick Road, to the principal place of beginning, **CONTAINING 8.766 ACRES, more or less.**

Basis of bearings from Deed Book 257, Page 199.

All iron pins set are 5/8" rebar, 30 inches long, capped PATRIDGE SURVEYING. A survey of the above describe premises was done by R.T. Patridge and Associates in November, 1991.

THE REMAINDER IS THE 1.964 ACRE TRACT.

PARCEL NO. 17-0026024.0000 MAP NO. 136-00-00-035.000

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER

DATE 11/14/19 SB
JEFF STAUCH, UNION CO. ENG

TRANSFERRED
ANDREAL WEAVER, UNION COUNTY AUDITOR

NOV 14 2019

This conveyance has been examined and the Grantor
complied with Section 319.202 of the Revised Code.

FILE \$ 3594.00 EXEMPT.
JC

201911140009445 11/14/2019
Pages: 3 F: \$41.00 11:22 AM
Teresa Markham 120190006778
Union County Recorder DOC:DEED

GENERAL WARRANTY DEED

Know all persons by these presents, that:

Daniel Shriver Bunner and Judy L. Bunner

husband and wife, the designated Grantor herein, for valuable consideration received hereby grants and assigns with general warranty covenants, to:

Wicked Chicken, LLC

an Ohio limited liability company, the designated Grantee herein whether one or more than one, whose tax-bill mailing address will be the same as the property address, which is: 12877 Darby Creek Rd., Orient, OH 43146, unless the Mortgagee provides written instructions to the County Treasurer to the contrary, all interest in the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Property Address: 0 McKittrick Road, Plain City, OH 43064

PRIOR INSTRUMENT REFERENCE: DB 298/H/07 AND DB 281/G/01

The foregoing real property is granted by the Grantor and accepted by the Grantee except for the following and subject to all of which this conveyance is made: legal highways; zoning ordinances; real estate taxes and assessments which are now or may hereafter become a lien on said premises; covenants, conditions, restrictions and easements of record; and all coal, oil, gas, and other 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 on this 5th day of November 2019.

By: *Daniel Shriver Bunner*
Daniel Shriver Bunner

By: *Judy Bunner by Erin Trott*, her attorney in fact
Judy L. Bunner by Erin Trott, her Attorney In Fact

State of Ohio)
County of Franklin)

The foregoing instrument was acknowledged before me this 5th day of November 2019 by Daniel Shriver Bunner and Erin Trott, Attorney in Fact for Judy L. Bunner.

William D. Fergus
Notary Public



William D. Fergus
Attorney At Law
Notary Public, State of Ohio
My Commission has no exp. date
Sec. 147.03 R.C.

This instrument prepared by:
The Hoffinger Stevenson Law Firm, Ltd.
1160 Dublin Road, Suite 500
Columbus, OH 43215

File #7-9565C

After recording, return to:
Northwest Title Family of Companies, Inc
c/o Bill Fergus
1160 Dublin Road, Suite 500
Columbus, OH, 43215

EXHIBIT A**PROPERTY ONE:**

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

Being part of Survey No. 7181, and bounded and described as follows:

Beginning at a stone, at the northeast corner of said Survey No. 7181; thence with said Survey line S. 6° 23' E. 70.40 poles to a stone in said Survey line; thence S. 83° 37' W. 36.40 poles to a stone, corner to Lots No. 5 and 6; thence N. 6° 23' W. 52.32 poles to a stone in the center of the McKitrick Road; thence with said road N. 57° 31' E. 40.60 poles to the beginning. Containing 13 acres and 153 poles, more or less.

All iron pins set are 5/8" rebar, 30 inches long, capped PATRIDGE SURVEYING. A survey of the above described premises was done by R.T. Patridge and Associates in November, 1991.

PARCEL NO. 17-0026025.0000 MAP NO. 136-00-00-032.000

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER

DATE 11/14/19 SB
JEFF STAUCH, UNION CO. ENG.

TRANSFERRED
ANDREAL WEAVER, UNION COUNTY AUDITOR

NOV 14 2019

This conveyance has been examined and the Grantor
complied with Section 319.202 of the Revised Code.

FEE \$ 2311 ADD EXEMPT _____

(DLP)

201911140009446 11/14/2019
Pages:3 F:\$42.00 11:22 AM
Teresa Markham T20190066778
Union County Recorder DOC:DEED

GENERAL WARRANTY DEED

Know all persons by these presents, that:

Lisa B. Bunner

an unmarried individual, the designated Grantor herein, for valuable consideration received hereby grants and assigns with general warranty covenants, to:

Wicked Chicken, LLC

an Ohio limited liability company, the designated Grantee herein whether one or more than one, whose tax-bill mailing address will be the same as the property address, which is: 12877 Darby Creek Rd., Orient, OH 43146, unless the Mortgagee provides written instructions to the County Treasurer to the contrary, all interest in the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

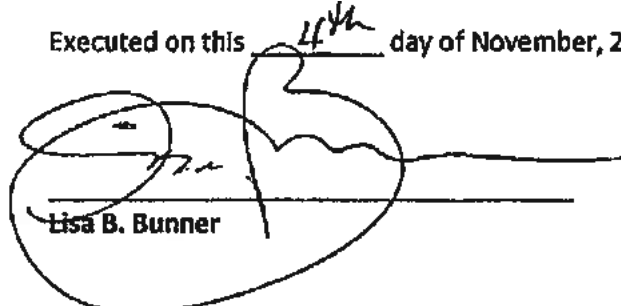
Property Address: 8449 McKittrick Road, Plain City, OH 43064

PRIOR INSTRUMENT REFERENCE: 201412040008712, DB 326, PG 552, DB 321, PG 554
DB 206, PG 581, DB 179 PG 327

The foregoing real property is granted by the Grantor and accepted by the Grantee except for the following and subject to all of which this conveyance is made: legal highways; zoning ordinances; real estate taxes and assessments which are now or may hereafter become a lien on said premises; covenants, conditions, restrictions and easements of record; and all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record.

The Grantor herein has read this Deed and hereby acknowledges the voluntary signing hereof.

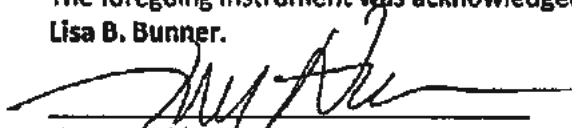
Executed on this 24th day of November, 2019.



Lisa B. Bunner

State of Ohio)
County of Franklin)

The foregoing instrument was acknowledged before me this 24th day of November, 2019, by
Lisa B. Bunner.



Notary Public

This instrument prepared by:
The Hollinger Stevenson Law Firm, Ltd.
1160 Dublin Road, Suite 500
Columbus, OH 43215

File #7-9565A



Francis X. Fullin, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
~~After recording, returned to~~
Northwest Title Family of Companies, Inc
c/o Shannon Carifa
1160 Dublin Road, Suite 500
Columbus, OH, 43215

EXHIBIT "A"**PROPERTY TWO:**

Situated in the Township of Jerome, County of Union, State of Ohio, and located in Virginia Military Survey No. 7181, and being part of an original 10.073 acre tract now owned by T.M. & L.B. Frazier Deed Book 321, Page 554 and Deed Book 326, Page 552), and now more particularly described as follows:

Beginning, for reference, at an iron pin found in the center-line of McKitrick Road (Township Rd. 10) marking the northeast corner of Virginia Military Survey No. 7181 and the southeast corner of Virginia Military Survey No. 6581 and on the west line of Virginia Military Survey No. 2925;

Thence South $57^{\circ} 37' 30''$ West 670.09 feet, along the center-line of McKitrick Road, the north line of said V.M.S. 7181, and the south line of said V.M.S. 6581, to an iron pin found marking the northeast corner of said 10.73 acre tract and the northwest corner of a 13.95 acre tract now owned by D. & J. Bunner (Deed Book 298, Page 487), and being the **PRINCIPAL PLACE OF BEGINNING** of the herein described tract;

Thence South $06^{\circ} 25' 26''$ East 863.24 feet, along the east line of said 10.73 acre tract and the west line of said 13.95 acre tract (passing an iron pin set at 28.03 feet), to an iron pin found marking the southeast corner of said 10.73 acre tract, the southwest corner of said 13.95 acre tract, the northwest corner of a 19.26 acre tract now owned by E. & L. Willis (Deed Book 209, Page 269), and the northeast corner of a 38.904 acre tract now owned by B. & D. Ciotola (Deed Book 251, Page 199);

Thence South $83^{\circ} 47' 11''$ West 523.72 feet, along the south line of said 10.73 acre tract and the north line of said 38.904 acre tract, to an iron pin set;

Thence North $05^{\circ} 29' 46''$ West 611.34 feet, across and parallel to the west line of said 10.73 acre tract (passing an iron pipe set at 583.31 feet), to the railroad spike set in the centerline of McKitrick Road, said point also being North $57^{\circ} 37' 30''$ East 1866.13 feet from a square iron pin found marking the intersection of the centerlines of McKitrick Road with Mitchell-Dewitt Road;

Thence North $57^{\circ} 37' 30''$ East 571.44 feet, along the center-line of McKitrick Road, to the principal place of beginning, **CONTAINING 8.766 ACRES, more or less**. Subject to all easement, restrictions, and rights-of-way of record.

Basis of bearings from Deed Book 257, Page 199.

All iron pins set are 5/8" rebar, 30 inches long, capped **PATRIDGE SURVEYING**. A survey of the above described premises was done by R.T. Patridge and Associates in November, 1991.

PARCEL No. 17-0026024.1000 MAP NO. 136-00-00-034.000

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 11/14/19 SK
JEFF STAUCH, UNION CO. ENG.

**DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND
RESTRICTIONS FOR FARM AT INDIAN RUN**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the “Declaration”) is made as of the ____ day of _____, 2020, by Wicked Chicken, LLC, an Ohio limited liability company, of 12877 Darby Creek Road, Orient, Ohio 43146 (the “Developer”).

A. Developer is the owner of that certain real property located in the Township of Jerome, Union County, Ohio, consisting of approximately 24.729 acres and being more particularly described in the attached Exhibit A (the “Property”); and

B. Developer desires to develop the Property into a residential subdivision to be known as Farm at Indian Run (the “Subdivision”), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and all future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at, and/or improvements constructed as part of, the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions and restrictions (the “Restricted Covenants”), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall 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; and

E. This Declaration shall inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them (the “Owners”), the Developer, its successors and assigns, and all utility companies or agencies or instrumentalities of local government providing utility services; and

F. Irreparable harm will result to the Developer and other beneficiaries of this Declaration by the violation of the provisions hereof or default in the observance thereof and, therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following Restrictive Covenants are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive, or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer has created an association, Farm at Indian Run Homeowners Association (the "Association"), an Ohio non-profit corporation, for the purposes of carrying out and performing certain obligations as described herein.

II. DEFINITIONS

A. “Annual Assessment” – amount to be paid to the Association by each Owner annually.

B. “Assessments” – collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. “Association” – the legal entity (and its successors and assigns) that may be formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the Owners of two (2) or more Lots in the Subdivision. The Association is legally known as Farm at Indian Run Homeowners Association.

D. “Association Documents” – the formative documents of the Association, consisting of articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. “Board” – the board of trustees or other management body of the Association.

F. “Common Expenses” – expenses incurred in maintaining the Common Property.

G. “Common Property” – all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. “Developer” – Wicked Chicken, LLC, and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. “Improvements” – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including, but not limited to, buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. “Lot” – a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine platted Lots into new platted Lots without the consent or approval of Owners or other Lots in the subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all reference herein to a “Lot” shall include any such re-platted Lots. Once a split/combination is completed, the former Lots shall cease to be Lots for any and all purposes hereunder.

K. “Lot Assessment” – an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. “Manager” – the person or entity retained by the Board to assist in the management of the Association as set forth in Article VII, Paragraph F.

M. “Member” – any person entitled to membership in the Association, as provided for in Article VI.

N. “Operating Fund” – the fund established pursuant to Article VIII.

O. “Owner” – the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. “Property” – all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. “Rules” – the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VII.

R. “Special Assessment” – an assessment levied by the Association against all Lots pursuant to Article VIII or at least special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

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

T. “Turnover Date” – the date described in Article VIII, Paragraph C.

DEVELOPMENT & USE RESTRICTIONS

III. 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 Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans thereof have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State and the Rules.

C. Lot Split. Except as otherwise provided in Section II, Paragraph J hereof, no Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot.

D. Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence.

E. Temporary Structure. No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot.

F. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, 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 Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

G. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing and for sale signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

H. Soil Removal. No soil shall be removed for any commercial purpose without the express written consent of the Developer.

I. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes dryer or airing facilities shall be permitted.

J. 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 Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be property restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). Not more than a total of three (3) dogs and cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited.

K. Nuisances. No noxious or offensive trade 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 Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

L. Business. No industry, business, trade, occupation, profession or commercial activity of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

M. Hobbies. Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties. This restriction refers

specifically but not exclusively to such activities as automobile, moped, motorboat and sailboat repair.

N. Storage. No open storage of any kind is permitted. Except for one (1) foundation shed, no storage buildings of any kind are permitted on the Lot. Any tank for the storage of fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling.

O. Hotel/Transient Uses; Leases. No Lot 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 or beverage, maid service, furnishing laundry and linen or similar services, or leases to roomer or boarders. All leases shall be in writing and shall be subject to this Declaration.

P. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

No commercial vehicles, boats, trailers, campers, buses or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or the Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, 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 the storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily

for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto.

Q. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, 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, and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

R. Antennae. No outside television or radio aerial or antenna, or other kind of antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street on which the dwelling fronts; provided, however, such satellite dish and installation thereof shall meet any applicable requirements (if any) in Paragraph Z below.

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

T. Tanks. 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 except that propane gas grills are permitted.

U. Street Trees. Developer shall designate two (2) or more trees as deemed necessary by Developer. Street trees must be planted outside of the road right-of-way and cannot be planted within a storm sewer or utility easement. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner’s expense with a like type of tree.

V. Mailbox. Mail delivery is intended to occur in two (2) manners: to individual mailboxes/residences or to cluster box units (CBUs). However, the ultimate decision for how mail delivery occurs resides with the United States Postal Service (USPS). Current USPS trends require mail delivery to CBUs rather than individual lots, regardless of residential uses (i.e. attached vs. detached).

W. Lamp Posts. Lamp posts must be installed outside of the road right-of-way and cannot be installed within a storm sewer or utility easement. Lamp posts shall conform to the standards set for by the Design Review Board.

X. Fencing. Subject to the further provisions of this Paragraph X, the Design Review Board shall have the authority to establish standards for permissible fencing and walls. Said authority shall include the power to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences shall be constructed of only black painted aluminum in one of the two styles attached hereto as Exhibit B, and labeled as

2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if other provisions of this Declaration or a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for certain fences or walls in certain areas, or for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finished grade, but only to the extent necessary to meet the provided or governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding four feet (4') in height which are located on or adjacent to entrance platform or steps; and

4. All fencing located upon any Lot shall be maintained by the Owner of the Lot on which it is located, in a neat and orderly condition.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

Y. Swimming Pools. No above ground swimming pool extending twelve inches (12") or more above the finished grade of the Lot shall be permitted upon any Lot except that this Paragraph Y shall not be intended to prohibit the installation of a hot tub or sauna.

Z. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, 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 Declaration. However, in the event that 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 Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

AA. Grading and Drainage. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways or other drainage configurations.

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

IV. ARCHITECTURAL STANDARDS

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

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three (3) members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. If no Association exists at any time on or after the Turnover Date, the Design Review Board will consist of three (3) members elected by the Owners, at an annual election at which Owners shall have one (1) vote (one vote per Lot, regardless of the number of Owners). The then current Board shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act

itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, 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 its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

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

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board and separate approval thereof by the Design Review Board is not required.

E. Compliance with Zoning Requirements. All Improvements shall comply with all zoning requirements of applicable governmental authorities.

V. EASEMENTS; LICENSES AND OPEN SPACES

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 (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictive Covenants, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair and replace the Common 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 Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements impose no undue, unreasonable or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within: (i) areas designated as drainage courses on the recorded plat of the Subdivision; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the

Developer's judgment and to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements thereon, Developer shall be responsible for the restoration or such portions or Improvements at Developer's sole cost.

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

E. Reservation of Special Easements. Attached hereto as Exhibit C is an open space plan of the Subdivision, upon which certain areas have been designated "Open Space" or "Reserve Space". The areas so designated as "Open Space" or "Reserve Space" represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing and maintaining Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit C, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of Common Property. In such cases, the Association shall be and remain responsible for the ordinary care and maintenance of the Special Easement area and the costs associated therewith. Ordinary care and maintenance shall include, but not be limited to, grass cutting, trimming, watering, seeding, and lighting such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit C have been designated "Open Space" or "Reserve Space", Developer has not reserved any Special Easements.

F. No-Build Zones. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to, fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements).

G. Open Spaces. Any areas designated on the attached Exhibit C as "Open Space" or "Reserve Space" shall be deeded or otherwise conveyed by the Developer to the Association prior to the Turnover Date. Thereafter, the Association shall be solely responsible for all costs, maintenance, repair and upkeep of such "Open Space" or "Reserve Space", including, but not

limited to, real estate taxes and assessments; landscaping, lawn mowing, fertilization and weed control; utility charges; pond maintenance, including algae control, water flow and fountains; and maintenance of all lighting. Prior to the Turnover Date, all such costs of maintenance, repair and upkeep shall be paid in accordance with Section IX hereof.

HOMEOWNER'S ASSOCIATION

VI. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in the Subdivision such Owner agrees to and acknowledges being a Member in the Association. Membership is a right appurtenant to an inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed 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 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 Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees consisting of three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Subject to the further provisions of Section V, Paragraphs E, F, and G hereof, Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in

this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property or Common Use. The 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 Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) 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. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and 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.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years

and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice. Part of the Manager's compensation may include an initial fee payable by each Owner not to exceed Fifty Dollars (\$50.00) per Lot, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association shall be required to obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

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

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

H. Condemnation. The 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 Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

VIII. ASSESSMENTS

A. Operating Fund. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property and Special Easement areas.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the fee referred to in Article VII, Section F above and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund - as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots, which amount shall in no event prior to the Turnover Date be less than Five Hundred Dollars (\$500) per calendar year, payable in advance. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in the Association Documents (the "Turnover Date"), Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, 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, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State 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. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

G. Reserve Fund; Initial Assessment. In order to provide for the continued maintenance and repair of the Common Property and Special Easement areas, at the closing of the sale of each Lot by the Developer, the purchaser of such Lot shall pay to the Developer the sum of Two Hundred Dollars (\$200) (the "Initial Assessment") which shall be placed in a reserve fund to be used and employed at the exclusive direction and control of the Board (the "Reserve Fund"). On the Turnover Date, the Developer shall turn over to the Association all monies in the Reserve Fund and all monies on hand representing monies paid by Owners for Assessments that have not been expended for the maintenance and repair of the Common Property and/or Special Easement areas.

IX. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property and Special Easement areas. 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 Special Easement areas and all personal property used in connection with the operation of the Common Property and Special Easement areas.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her Lot. 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 Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property or Special Easement area. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property or Special Easement areas in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property or Special Easement areas by Owners, to prevent damage to or destruction of any part of the Common Property or Special Easement areas or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property or Special Easement Area by Owner or Occupant. If the Common Property or a Special Easement area is damaged by any Owner or occupant, his/her family, guests or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property or Special Easement area adjacent to such Lot.

X. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review 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 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 Developer, the Association, or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

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

determined by Developer, to reflect and address the different character or intended development of any such additional property.

D. Developer 's Right to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee 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 Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property, Special Easement area or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property, Special Easement area or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer 's Right to Replat Developer 's Property. 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 Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

- (a) any proposed amendment of this Declaration;

- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

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

H. 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.

I. 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.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in

the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by Owner.

Exhibit A

Exhibit B

Exhibit C



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

Jerome Township Zoning Department

January 26, 2023

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

Re.: Farm at Indian Run – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the Preliminary Plat known as Farm at Indian Run. A detailed development plan, Case #PD20-001 DP-01, has been approved for development of single-family dwellings within this PD District. Given that information, there is no zoning regulation on which I could base additional comments about the proposed Preliminary Plat Extension.

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

Sincerely,

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, February 1, 2023 11:34 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - February LUC Executive Meeting

Brad,

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

New California Hills XIII - Revised Final Plat

1. Please remove the dimension listed in the Utility Easements 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 ~~ten (10) feet in width~~ 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.

Farm at Indian Run - Preliminary Plat Extension

1. No comments.

Glacier Pointe, Phase 2 - Preliminary Plat Extension

1. No comments.

Thanks,

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Friday, January 27, 2023 3:51 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter for Farm at Indian Run - Preliminary Plat Extension

Union Soil and Water has no additional comments for **Farm at Indian Run – Preliminary Plat Extension**.

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, January 24, 2023 6:56 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter for Farm at Indian Run - Preliminary Plat Extension

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Farm at Indian Run – Preliminary Plat Extension**. Since this is an Extension, there are no paper copies of the Plat being distributed. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of three subdivision distributions 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: Thursday, January 26, 2023 10:04 AM
To: Brad Bodenmiller
Cc: Adam Schultz
Subject: Farm at India Run; Glacier Pointe Section 2; New California Hills XIII

Brad,

Our office has no comments regarding any of the above described plats; nothing really pertains to private well/septic or adjacent lots.

Thanks!

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



Staff Report – Glacier Pointe Section 2

Applicant:	<p>Encore Living c/o Jay McIntire 5743 Snedegar Drive New Albany, OH 43054 jay1@encore-living.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrinevolution.com</p>
Request:	Approval of the Glacier Pointe, Section 2 – Preliminary Plat Extension for a period of two (2) years.
Location:	Located north of the point where Mitchell-Dewitt Road crosses over US Hwy 33 in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat Extension is for the Glacier Pointe, Section 2 – Preliminary Plat. This subdivision involves 57.448 acres of land and proposes 99 single-family residential lots. To date, 94 lots have been final platted.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water service ○ City of Marysville public sanitary waste disposal <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The original Preliminary Plat was approved in February 2019 and subsequently extended in February 2021. ○ The Phase 1 Final Plat was approved in January 2021. ○ The Phase 2 Final Plat was approved in June 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 02-01-23. <p>• Union Soil & Water Conservation District</p> <ul style="list-style-type: none"> ○ In an email dated 01-27-23, the District advised it had no additional comments. <p>• Union County Health Department</p> <ul style="list-style-type: none"> ○ In an email dated 01-26-23, the Health Department advised it had no comments.
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	<ul style="list-style-type: none">• City of Marysville<ul style="list-style-type: none">○ In an email dated 02-01-23, the City advised it had no comments.• Jerome Township<ul style="list-style-type: none">○ The Township submitted comments in a letter dated 01-26-23. The Township did not raise concerns with the granting of a Preliminary Plat Extension.• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 02-01-23.• Union Rural Electric<ul style="list-style-type: none">○ No comments received as of 02-01-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318).
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<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL of the Glacier Pointe, Section 2 – Preliminary Plat Extension with the condition that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.</p> <p><i>Note: Changes or additions to right-of-way in Section 2 will likely require an Amended Preliminary Plat.</i></p>
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<p>Z&S Committee Recommendations:</p>	
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January 10, 2023

Mr. Brad Bodenmiller
LUC Regional Planning Commission
10820 ST RT 347,
East Liberty, Ohio 43319

Re: Glacier Pointe Section 2
Preliminary Plat Extension Request

Dear Mr. Bodenmiller:

Glacier Pointe Preliminary Plat was approved by the LUC Executive Committee February 14th, 2019. A two year extension was granted on February 11th, 2021. Per current regulations, it is our understanding that approval of the Preliminary Plat is valid for a period of two (2) years, at which time request for extension is required.

Please accept this letter as our formal request for an extension of the Glacier Pointe Section 2 Preliminary Plat for the maximum duration available. We are submitting this for the Commission's consideration on February 9th, 2023. Please contact me if we are required to provide additional submittals, i.e. plans, electronic files, etc. to complete the extension approval process.

Should you have any questions, please contact me to discuss.

Respectfully Submitted,
Terrain Evolution, Inc.



Justin Wollenberg, PE, CPESC
Project Manager

CC: File



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

February 16, 2021

Encore Living* **
c/o Jay McIntire
5743 Snedegar Drive
New Albany, OH 43054
jay@encore-living.com; jay1@encore-living.com

RE: Preliminary Plat Extension for Glacier Pointe Section 2
Jerome Township, Union County

Dear Mr. Jay McIntire:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on February 11, 2021, and reviewed the Preliminary Plat Extension for Glacier Pointe, Section 2, Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the recommendation of conditional **APPROVAL** of the Glacier Pointe, Section 2 Preliminary Plat Extension with comments from the Zoning and Subdivision Committee.

The recommendation was for **APPROVAL** of the Glacier Pointe, Section 2 Preliminary Plat Extension with the **condition** that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat **prior** to submittal. *Note: Changes to or additions of right-of-way to Section 2 requires an Amended Preliminary Plat.*

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

Note: Approval of this Preliminary Plat Extension expires in February 2023. Therefore, it is necessary for you to apply in January 2023 to be placed on the February 2023 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 & Dan Rhine jwollenberg@terrinevolution.com; drhine@terrinevolution.com
***Jerome Township Trustees – c/o Robert Caldwell, Fiscal Officer
**Jerome Township Zoning Commission – c/o Anita Nicol
**Jerome Township Zoning Officer – Eric Snowden
**Union County Engineer's Office – Bill Narducci
**City of Marysville – Kyle Hoyng

* Via 1st Class Mail 02-16-2021

**Via Email 02-16-2021

10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Staff Report – Glacier Pointe Section 2

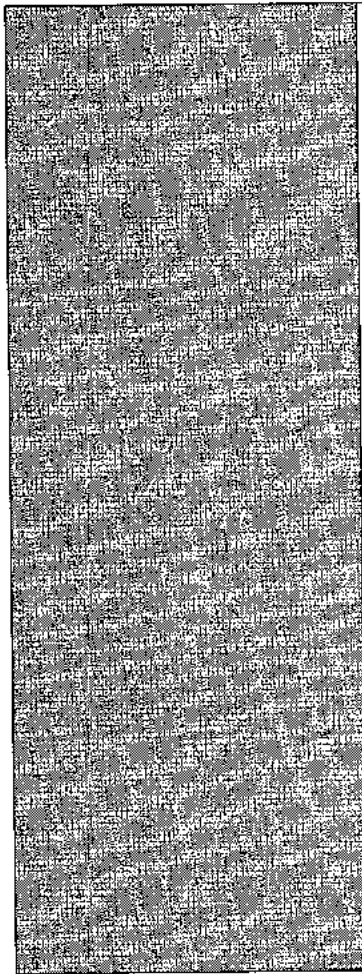
Applicant:	<p>Encore Living c/o Jay McIntire 5743 Snedegar Drive New Albany, OH 43054</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrinevolution.com</p>
Request:	Approval of the Glacier Pointe, Section 2 – Preliminary Plat Extension for a period of two (2) years.
Location:	Located north of the point where Mitchell-Dewitt Road crosses over US Hwy 33 in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat Extension is for the Glacier Pointe, Section 2 Preliminary Plat. This subdivision involves 57.488 acres of land and proposes 99 single-family residential lots. To date, 41 lots have been final platted.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ City of Marysville public waste treatment system <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The original Preliminary Plat was approved in February 2019. ○ The Phase 1 Final Plat was approved in January 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 02-04-21, recommending the Extension be approved with the following conditions (abbreviated by LUC staff): <ol style="list-style-type: none"> 1. That the items listed in its Preliminary Plat review letter dated 02-06-19 be addressed in the Final Construction Drawings. 2. Due to a pending residential development (Scott) adjacent to this Section, the Engineer’s Office requires a stub street connection to the adjacent property. This stub street can be provided in
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Logan-Union-Champaign regional planning commission

Staff Report – Glacier Pointe Section 2



future phases of Glacier Pointe, but it has been preliminarily agreed upon with the developer that the stub will occur within Glacier Pointe, Section 2. It is anticipated this will require a revised Preliminary Plat.

- **Union County Soil & Water Conservation District**

- No comments received as of 02-03-21.

- **Union County Health Department**

- No comments received as of 02-03-21.

- **City of Marysville**

- In an email dated 02-02-21, the City advised it had no new comments.

- **Jerome Township**

- No comments received as of 02-03-21.

- **ODOT District 6**

- No comments received as of 02-03-21.

- **Union Rural Electric**

- No comments received as of 02-03-21.

- **LUC Regional Planning Commission**

1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318).

Staff Recommendations:

LUC staff recommends **APPROVAL** of the Glacier Pointe, Section 2 Preliminary Plat Extension with the **condition** that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat **prior** to submittal. *Note: Changes to or additions of right-of-way to Section 2 requires an Amended Preliminary Plat.*

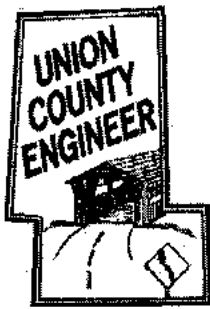


Logan-Union-Champaign
regional planning commission

Staff Report – Glacier Pointe Section 2

**Z&S Committee
Recommendations:**

Zoning & Subdivision Committee recommends **APPROVAL** of the Glacier Pointe, Section 2 Preliminary Plat Extension with the **condition** that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat **prior** to submittal. *Note: Changes to or additions of right-of-way to Section 2 requires an Amended Preliminary Plat*



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

February 4, 2021

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

Re: Glacier Pointe Section 2 – Preliminary Plat Extension

Brad,

We have completed our review for the above preliminary plat extension request, received by our office on January 26, 2021. We recommend it be approved on the condition that the items listed in our original preliminary plat review letter dated February 6, 2019 (enclosed) are addressed in the final construction drawings.

In addition, due to a pending residential development being considered directly adjacent to this Section of Glacier Pointe, we will require a stub street connection to this property (Scott). This stub street was not required previously by our office because it was believed that the adjacent properties would be developed as a different and inconsistent use from residential development. While this stub street can be provided in future phases of Glacier Pointe, it has been preliminarily agreed upon with the developer that the stub will occur within Section 2. We anticipate this revision will require a revised preliminary plat in the future. However, because the stub street location has not yet been defined, we understand that a revised layout cannot be provided at this time. Should this stub street not be provided in the final plat for this section, we reserve the ability to recommend denial of the final plat for this purpose.

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) 645-3165.

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

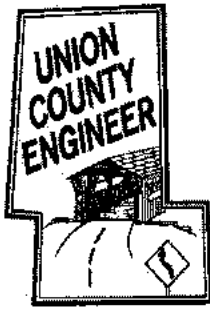
Enc: Preliminary Plat Comment Letter from UCEO dated February 6, 2019

Cc: Jeremy Burrey, USWCD (via email)

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official



**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

February 6, 2019

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

Re: Glacier Pointe, Section 2
Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on January 28, 2019. We recommend the preliminary plat be approved, subject to the conditions stated below.

1. The traffic impact study (TIS) has not yet been approved by our office. Construction drawings will not be approved until the TIS and subsequent Infrastructure Agreement has been approved.
2. A variance to the minimum right of way width per Section 406 has been approved. This variance will permit a reduction of the required right of way from 60' to 50' for all local roadways. The collector entry road (Glacier Pointe Drive) will remain at 60' right of way width.
3. Provide the proposed location of all multi-use trails planned to be installed within this section within the final engineering construction documents.
4. Street names will be reviewed and approved prior to final engineering approval.
5. Provide all environmental analysis/mitigation information to our office.
6. Provide plans to all utility providers for their review.
7. Submit a comprehensive stormwater management report for review by our office.
8. No open cut of existing roads will be permitted without Union County Engineer approval.
9. Sheet 28 – The minimum required clear distances within the profile appear to be reversed. Left turning traffic out of the subdivision will require a 555' intersection sight distance in the eastbound lane on McKittrick Road. Consequently, right turning traffic out of the subdivision will require a minimum of 480' in the westbound lane per ODOT L&D Volume 2, Figure 201-5.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals. 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) 645-3165.

Bill Narducci

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

Cc: Jeremy Burrey, Union Soil and Water Conservation District (via email)

Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Tuesday, February 2, 2021 2:49 PM
To: Brad Bodenmiller
Cc: Heather Martin; Chad Green; Jeremy Hoyt
Subject: Marysville Comments - February LUC Agenda Items

Brad,

Below are the City of Marysville's comments for the agenda items on next Thursday's February Executive Committee meeting. Please review and let us know if you have any questions or concerns. Have a great rest of your week.

Farm at Indian Run – Preliminary Plat

- 1) ~~The horizontal and vertical design of the public sanitary sewer (including the sizing) will be finalized during the final engineering process.~~
 - a. ~~Additional clearance seems warranted between the proposed culvert/bridge headwall and the sanitary sewer to the west (sanitary sewer run 10-4).~~
 - b. ~~Ensure sanitary sewer manholes and mains are located within five (5) feet of the right-of-way.~~
 - c. ~~Alternative sanitary sewer alignments shall be evaluated to serve the properties to the east of the Indian Run development.~~
- 2) A thirty (30) foot wide utility easement will be required between manholes 4 and 1.
 - a. ~~A structurally stable path shall be constructed within this easement to ensure proper maintenance operations/inspections can occur.~~
- 3) The horizontal and vertical design of the public waterline will be finalized during the final engineering process.

Glacier Pointe, Section 3 – Preliminary Plat

- 1) ~~Please provide a minimum twenty (20) foot wide utility easement for all sanitary and water easements. Utility easements don't appear to be shown along the entirety of Coe Drive, Edmunds Drive, and Winthrop Lane.~~
- 2) ~~The horizontal and vertical design of the public sanitary sewer (including the sizing) will be finalized during the final engineering process.~~
- 3) ~~The horizontal and vertical design of the public waterline will be finalized during the final engineering process.~~

Jerome Village ERN-1 Phase 3 – Final Plat

- 1) No comments

Glacier Pointe, Section 2 - Preliminary Plat Extension

- 1) No comments

Kyle Hoyng, P.E.

City Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7358 (office)





Application for Preliminary Plat Approval

Date: _____

Name of Subdivision: _____

Location: _____

Township: _____ Military Survey: _____

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

Have **ALL** Sketch Plan review letters been obtained? _____ (Engineer, SWCD, Board of Health)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Number of proposed lots: _____ Typical lot width (feet): _____

Number of proposed units: _____ Typical lot area (sq. ft.): _____

Single Family Units: _____ Multi-Family Units: _____

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: _____

Do you propose deed restrictions? (If yes, attach a copy): Yes ____ No ____

1. Proposed method of Supplying Water Service: _____

2. Proposed method of Sanitary Waste Disposal: _____
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: _____
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"		
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.		
3	Location by section, range, and township or Virginia Military Survey (VMS).		
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.		
5	Date of survey.		
6	Scale of the plat, north point, and date.		
7	Boundaries of the subdivision and its acreage.		
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.		
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.		
10	Zoning classification of the tract and adjoining properties.		
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.		
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.		
13	Layout, names and widths of proposed streets and easements.		
14	Building setback lines with dimensions.		
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.		
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.		
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.		



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		
----	---	--	--

Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.		
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.		
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.		
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.		
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval. N/A		
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval. N/A		
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.		
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		

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

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

OWNER/DEVELOPER:

ENCORE LIVING, LLC.
ATTN: JAY MCINTIRE
68 NORTH HIGH STREET
BUILDING E, SUITE 105
NEW ALBANY, OH 43054
P: 614-855-0500
F: 614-416-2004

SURVEYOR

ADVANCED CIVIL DESIGN
ATTN: ANDY KRANER
422 BEECHER ROAD
GAHANNA, OHIO 43230
P: 614-207-5384
F: 614-428-7755

STREET, STORM & WATER IMPROVEMENT PLANS FOR
GLACIER POINTE
SECTION 2
VIRGINIA MILITARY SURVEY (VMS) 6581
UNION COUNTY, OHIO

BENCH MARKS

SOURCE ELEVATIONS WERE ESTABLISHED USING 45 MINUTE STATIC OBSERVATIONS UTILIZING GLOBAL POSITIONING SYSTEM (GPS) PROCEDURES. THE GPS DATA WAS SUBMITTED TO THE NATIONAL GEODETIC SURVEY'S (NGS) ONLINE POSITIONING USER SERVICE RAPID-STATIC (OPUS-RS) SYSTEM FOR PROCESSING. THE SYSTEM USES THE CONTINUALLY OPERATING REFERENCE STATIONS (CORS) TO ESTABLISH THE GEODETIC ELEVATION.

- B.M. #1 CHISELED "X" IN TOP OF NORTHEAST CORNER OF BRIDGE OVERPASS FOR U.S. ROUTE 33. SHOWN ON BASE MAP AS "BM #1". ELEVATION=968.04.
B.M. #2 NORTHEAST TOP FLANGE BOLT ON FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF MITCHELL-DEWITT ROAD, 670' NORTHWEST OF THE INTERSECTION OF MCKITTRICK ROAD AND MITCHELL-DEWITT ROAD. SHOWN ON BASE AS "BM #2". ELEVATION=958.95.
B.M. #3 NORTH TOP FLANGE BOLT ON FIRE HYDRANT LOCATED ON THE EAST SIDE OF MCKITTRICK ROAD, 1630' NORTHEAST OF THE INTERSECTION OF MCKITTRICK ROAD AND MITCHELL-DEWITT ROAD, 150' NORTHEAST OF THE INTERSECTION WITH AVALON LANE. ELEVATION=973.72.

STORMWATER MANAGEMENT

THE STORMWATER MANAGEMENT CALCULATIONS ARE BASED ON THE CRITICAL STORM METHOD. DEVELOPED AREAS SHALL BE REQUIRED TO RELEASE THE CRITICAL STORM AND ALL LESSER STORMS AT A RATE NO GREATER THAN THE PREDEVELOPED ONE YEAR STORM EVENT. ALL STORMS OF GREATER INTENSITY THAN THAT OF THE CRITICAL STORM SHALL RELEASE AT THEIR RESPECTIVE PREDEVELOPED RATES PER UNION COUNTY REGULATIONS.

THE EXISTING LAND USE CONSISTS OF VACANT LAND THAT HAS BEEN FARMED AS WELL AS LEFT FALLOW. THE TRIBUTARY AREAS FOR THIS PROJECT ACCUMULATE AND DISCHARGE TO U.S. ROUTE 33 DITCH.

PROPOSED POND

RETENTION PONDS P-101 & P-102 CONSTRUCTED WITH PHASE 1 AND PROPOSED PONDS P-103 & P-104 WILL BE USED FOR STORMWATER MANAGEMENT PURPOSES. PONDS WILL BE WITHIN AN EASEMENT. POND AND OUTLET WILL BE ON DITCH MAINTENANCE.

WATER QUALITY

WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED STORMWATER MANAGEMENT BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC000005.

FLOODPLAIN

THE GP-2 DEVELOPMENT SITE IS LOCATED IN ZONE X, OUTSIDE OF 500-YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP, UNION COUNTY, OHIO, #39159C0390D, EFFECTIVE DATE DECEMBER 16 2008.

OPEN SPACE

OPEN SPACE INCLUDING THE DEDICATED OPEN SPACE IN GP-2 IS TO BE OWNED AND MAINTAINED BY GLACIER POINTE HOME OWNERS ASSOCIATION. USE OF OPEN SPACE IS TO BE RESTRICTED TO NECESSARY STORMWATER MANAGEMENT FACILITIES, UTILITY EASEMENTS AND RECREATIONAL USE.

ZONING

GLACIER POINTE, SECTION 2 WAS ZONED PUD (NOW PD), APPROVED DECEMBER 21, 2017.

PARKING

PARKING TO BE LIMITED TO ONE SIDE OF THE STREET. NO PARKING ON THE HYDRANT SIDE OF THE STREET.

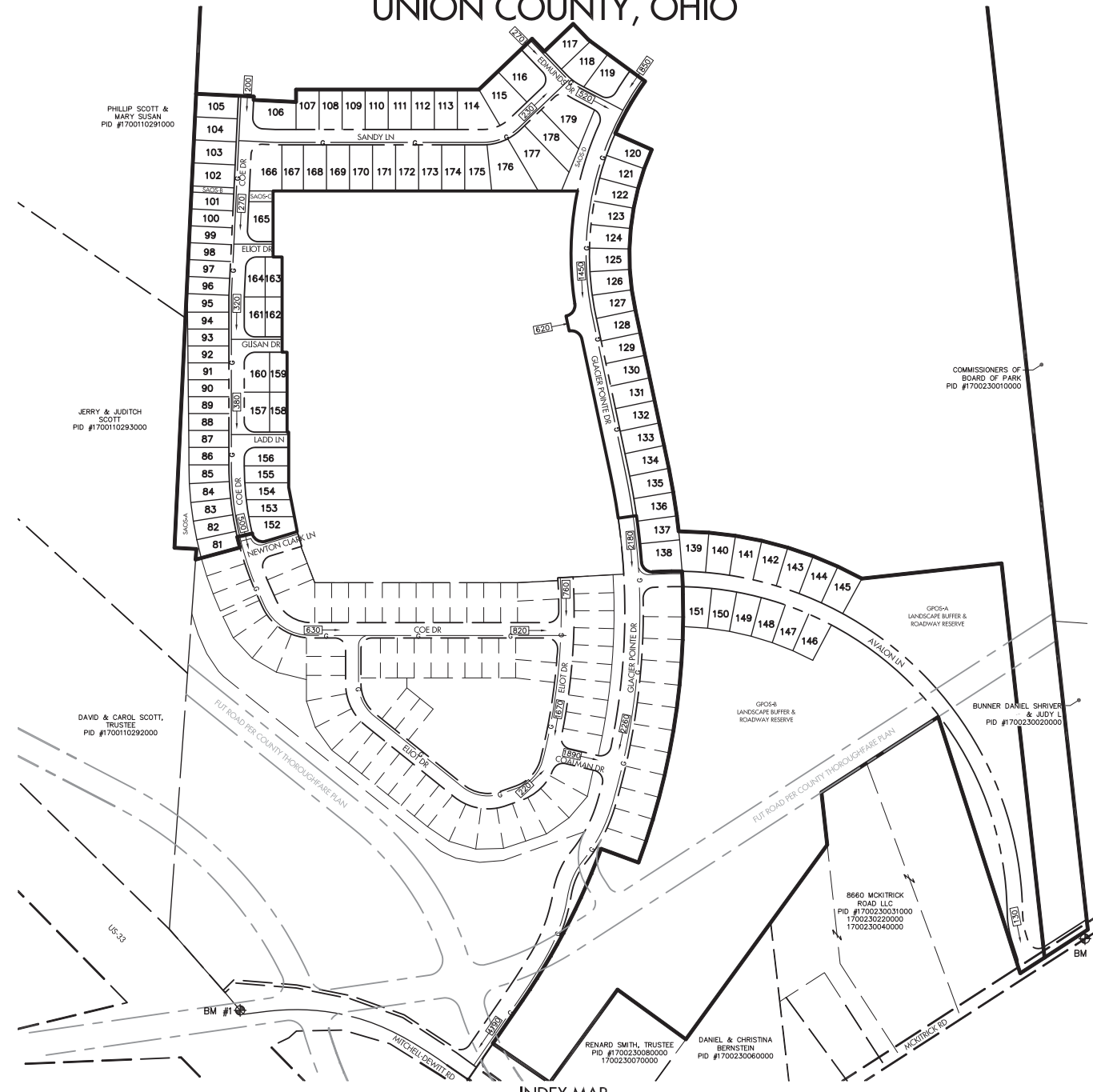
VARIANCE

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. APPROVED 9-18-2018.

GENERAL DEVELOPMENT SUMMARY

Table with 2 columns: Category and Value. Includes rows for TOTAL AREA (ACRES), OPEN SPACE, RIGHT-OF-WAY, LOTS, NUMBER OF LOTS, DENSITY, and SETBACKS.

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



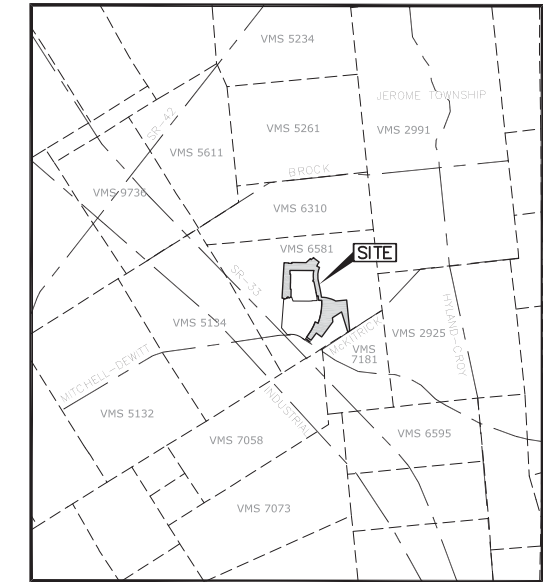
INDEX MAP
SCALE: 1" = 250'

SHEET INDEX

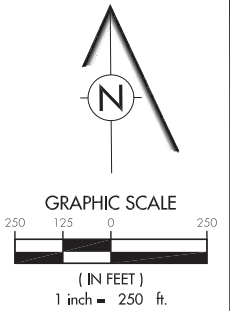
- 1 COVER SHEET
2 TYPICAL SECTION & DETAILS
3-7 PRELIMINARY PLAN
8-10 COMPOSITE UTILITY PLAN
11-20 PRELIMINARY STREET PLAN & PROFILE
21 EXISTING CONDITIONS PLAN
22-27 PRELIMINARY GRADING & EROSION & SEDIMENT CONTROL PLAN
28 STORMWATER MANAGEMENT PLAN
29 SIGHT DISTANCE EXHIBIT

STANDARD DRAWINGS

Table with 3 columns: UCEO DWG. NO.7, ODOT, and COM. Lists drawing codes like BP-3.1, CB-1.2, MH-1.2, WTR-03, WTR-04, WTR-06, WTR-09, WTR-18, WTR-23, WTR-25, WTR-26.



LOCATION MAP
SCALE: 1" = 4000'



CHANGE ORDER SCHEDULE table with columns for #, DATE, BY, DESCRIPTION OF CHANGE.

TerrainEvolution logo and contact information: 720 East Broad Street | Suite 203 | Columbus, OH 43215

GLACIER POINTE
SECTION 2
COVER SHEET

Table with project details: DESIGN (DGR), DRAFT (DGR), CHECK (JPV), PROJECT NO. (18039), DATE (JANUARY, 2019), SCALE (HORIZONTAL: 1" = 250', VERTICAL: N/A), SHEET NO. (1/29).

VERTICAL: 1" = 250'
HORIZONTAL: N/A

GLACIER POINTE

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:

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

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EXHIBIT A – Master Plan Area for Glacier Pointe

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

EXHIBIT C – Open Space Plan for Common Property

EXHIBIT D – Bylaws of the Master Association

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

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

STATEMENT OF PURPOSE

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

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

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

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

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

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

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

ARTICLE I. APPLICABILITY

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

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

ARTICLE II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. GOALS

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

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

ARTICLE IV. USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. EASEMENTS AND LICENSES

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

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

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

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

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

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

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

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

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

ARTICLE VII. THE MASTER ASSOCIATION

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

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

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

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

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

ARTICLE VIII. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

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

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

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

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

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

F. Insurance.

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

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

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

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

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

ARTICLE IX. ASSESSMENTS

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

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

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

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

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

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

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

H. Remedies.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X. MAINTENANCE

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

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

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

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

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

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

ARTICLE XI. RESERVED

ARTICLE XII. COMMON PROPERTY

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

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

ARTICLE XIII. SUB-ASSOCIATIONS

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

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

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

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

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

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

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

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____, LLC, an Ohio limited liability company

By: _____

STATE OF OHIO)
COUNTY OF _____) SS:

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

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

Notary Public

LIST OF EXHIBITS

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

EXHIBIT A

Master Plan Area for Glacier Pointe

EXHIBIT B

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

[See Attached Pages]

EXHIBIT C

Open Space Plan for Common Property

EXHIBIT D

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

SECTION I: NAME AND LOCATION

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

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

SECTION II: DEFINITIONS

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

SECTION III: MASTER ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV: BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;
- (b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;
- (c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;
- (d). repair, maintain, and improve the Common Property;
- (e). establish, enforce, levy, and collect Assessments as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION V: OFFICERS

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

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

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

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

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

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

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

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

SECTION VI: COMMITTEES

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

SECTION VII: BOOKS AND RECORDS

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

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

SECTION VIII: FISCAL YEAR

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

SECTION IX: ADMINISTRATIVE EXPENSES

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

SECTION X: INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XI: AMENDMENTS

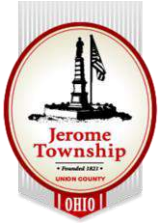
Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such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

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Signature Page Follows

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

_____, LLC, an Ohio
limited liability company

By: _____



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

Jerome Township Zoning Department

January 26, 2023

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

Re.: Glacier Pointe, Section 2 – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the Preliminary Plat known as Glacier Pointe, Section. A detailed development plan, Case # PD17-125 FDP-02, has been approved for development of single-family dwellings within this PD District and the plan has not expired. Given that information, there is no zoning regulation on which I could base additional comments about the proposed Preliminary Plat Extension.

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

Sincerely,

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, February 1, 2023 11:34 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - February LUC Executive Meeting

Brad,

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

New California Hills XIII - Revised Final Plat

1. Please remove the dimension listed in the Utility Easements 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 ~~ten (10) feet in width~~ 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.

Farm at Indian Run - Preliminary Plat Extension

1. No comments.

Glacier Pointe, Phase 2 - Preliminary Plat Extension

1. No comments.

Thanks,

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Thursday, January 26, 2023 10:04 AM
To: Brad Bodenmiller
Cc: Adam Schultz
Subject: Farm at India Run; Glacier Pointe Section 2; New California Hills XIII

Brad,

Our office has no comments regarding any of the above described plats; nothing really pertains to private well/septic or adjacent lots.

Thanks!

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

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Friday, January 27, 2023 3:52 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter for Glacier Pointe Section 2 - Preliminary Plat Extension

Union Soil and Water has no additional comments for **Glacier Pointe, Section 2 – Preliminary Plat Extension**.

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, January 24, 2023 6:56 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter for Glacier Pointe Section 2 - Preliminary Plat Extension

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Glacier Pointe, Section 2 – Preliminary Plat Extension**. Since this is an Extension, there are no paper copies of the Plat being distributed. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of three subdivision distributions 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 – New California Hills XIII

Applicant:	<p>Evergreen Land Company c/o Wade Dunham 6295 Cosgray Road Dublin, OH 43016 wdunham@shepherdexcavating.com</p> <p>Diamond V, LLC c/o Steve Lamphear 8205 Smith Calhoun Road Plain City, OH 43064 steve.l@diamondvllc.com</p>
Request:	Approval of New California Hills XIII – Final Plat.
Location:	Located just off of US Hwy 42 on the east side of New California Drive in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 20.278 acres of land and proposes 38 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 2.358 acres in right-of-way ○ 12.385 acres in single-family residential lots ○ 5.535 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water service ○ City of Marysville sanitary waste disposal <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was approved in September 2019 and subsequently extended July 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ In an email dated 02-06-23, the Engineer’s Office advised it had no additional comments. Previously, 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 the Engineer’s Office confirmed this was approved by the Union County Commissioners.
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• **Union County Soil & Water Conservation District**

- In an email dated 01-27-23, the District advised it had no comments.

• **Union County Health Department**

- In an email dated 01-26-23, the Health Department advised it had no comments. 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 02-01-23. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
 1. Sheet 1: Please remove the dimension listed in the Utility Easements language. (See first sentence.)

• **Jerome Township**

- The Township submitted comments in a letter dated 01-24-23. The Final Plat complies with the approved Development Plan.



Logan-Union-Champaign
regional planning commission

Staff Report – New California Hills XIII

	<ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 02-01-23.• Union Rural Electric (URE)<ul style="list-style-type: none">○ No comments received as of 02-01-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. No comments from LUC staff.
<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL of New California Hills XIII – Final Plat with the following condition: The one minor technical item in this staff report be incorporated on the Final Plat Mylar for the 02-09-23 LUC meetings.</p>
<p>Z&S Committee Recommendations:</p>	



Wade Dunham <wdunham@shepherdexcavating.com>

New California Hills XIII Final Plat

Wade Dunham <wdunham@shepherdexcavating.com>
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>

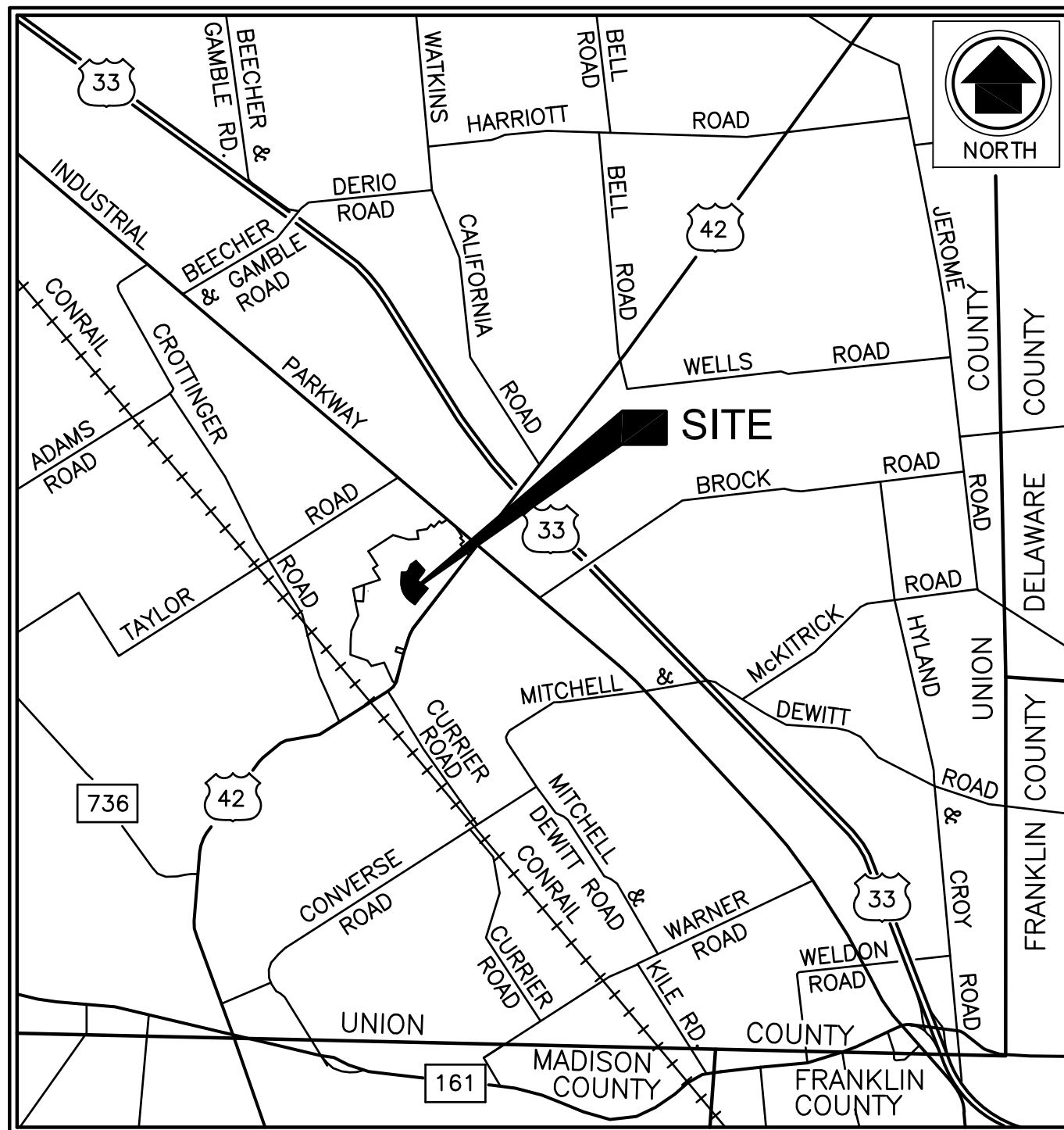
Wed, Jan 11, 2023 at 12:41 PM

Brad:

We were unable to get the maintenance bond for Union County to the Engineer's office in time for it to be placed on the agenda for the January 11, 2023 Union County Commissioners meeting. Rather than have our Final Plat approval be denied at the January 12, 2023 LUC meeting because the bond was not in place, we ask that you table the New California Hills XIII Final Plat until the LUC meeting on February 9, 2023. I understand that the tabling fee is \$300.00.

I apologize for the confusion. Thank you for your help.

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



VICINITY MAP
SCALE: 1"=5,280' (1 MILE)

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

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

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

MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY. EXISTING DRAIN TILES WITHIN NEW CALIFORNIA HILLS SUBDIVISION SHALL BE RE-ROUTED SO THAT DRAINAGE ENTERING TILES WILL CONTINUE TO FLOW FREELY.

NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, WATER & SEWER TAP AND DRIVEWAY PERMITS. ZONING PERMITS ARE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.

THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES WHICH ARE ESTABLISHED BY THE APPLICABLE SERVICE PROVIDER.

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

THE REAR YARDS OF LOTS 336, 351, 352, 353 & 373 ABUT AN EXISTING STORMWATER RETENTION BASIN. MOWING OF THE BASIN WILL BE PERFORMED AS PART OF THE ANNUAL COUNTY DITCH MAINTENANCE ASSESSMENT. MOWING WILL OCCUR APPROXIMATELY 2 TIMES PER YEAR TO KEEP THE BASIN FUNCTIONAL. PROPERTY OWNERS MAY MOW THE BASIN MORE FREQUENTLY AT THEIR OWN EXPENSE.

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

ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF JEROME TOWNSHIP, UNION COUNTY, THE CITY OF MARYSVILLE (PROVIDER OF WATER AND SANITARY SEWER) AND OTHER APPLICABLE CODE AUTHORITIES.

ADDITIONAL DEED RESTRICTIONS

NO STRUCTURES OF ANY KIND, INCLUDING BUILDINGS, DECKS AND PATIOS, MAY EXTEND BEYOND THE 25' REAR SETBACK LINE ON LOTS 336, 351, 352, 353 & 373. FURTHER, THE BASEMENT SLAB ELEVATION FOR THESE LOTS SHALL NOT BE LOWER THAN THE FOLLOWING ELEVATIONS:

- LOT 336 - 979.77
- LOT 351 - 994.17
- LOT 352 - 993.27
- LOT 353 - 992.37
- LOT 373 - 971.27

DEVELOPER WILL PROVIDE AREA TO DUMP EXCESS DIRT.

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

JEROME TOWNSHIP, UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XIII

2023

VIRGINIA MILITARY SURVEY 1440

OWNED, DEVELOPED AND DESIGNED BY:



SURVEYOR
DATE OF SURVEY: 10/6/2022
Diamond V, LLC
Surveyors & Engineers
PO BOX 3234
DUBLIN, OH 43016
PHONE: 614-620-0331
www.diamondvllc.com

PLAT PREPARED 1/10/2023

DEDICATION

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

WITNESS:

ALLEN S. SHEPHERD III, PRESIDENT
EVERGREEN LAND COMPANY

STATE OF OHIO
COUNTY OF UNION

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED ALLEN S. SHEPHERD, III, PRESIDENT OF EVERGREEN LAND COMPANY, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

BY _____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

AUDITOR'S PARCEL ACREAGE

THIS PLAT CONSISTS OF 20.278 ACRES FROM AUDITOR'S PARCEL NO. 1500070481000 (EVERGREEN LAND COMPANY, INSTRUMENT NUMBER 202109280012863, MAP NUMBER 135-00-00-026.001).

LOTS	12.385 ACRES
R/W	2.358 ACRES
OPEN SPACE	5.535 ACRES TOTAL
TOTAL	20.278 ACRES

FLOOD NOTE

"NEW CALIFORNIA HILLS XIII" IS LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FIRM RATE MAP 39159C0388D, EFFECTIVE DATE DECEMBER 16, 2008, UNLESS OTHERWISE SHOWN.

APPROVALS

- REVIEWED THIS _____ DAY OF _____, 20____, _____
CHAIRMAN,
JEROME TOWNSHIP TRUSTEES
- APPROVED THIS _____ DAY OF _____, 20____, _____
UNION COUNTY ENGINEER
- APPROVED THIS _____ DAY OF _____, 20____, _____
UNION COUNTY HEALTH DEPARTMENT
- APPROVED THIS _____ DAY OF _____, 20____, _____
LUC REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS _____ DAY OF _____, 20____ FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

- APPROVED THIS _____ DAY OF _____, 20____, _____
UNION COUNTY COMMISSIONER
- UNION COUNTY COMMISSIONER
- UNION COUNTY COMMISSIONER
- UNION COUNTY COMMISSIONER
- TRANSFERRED THIS _____ DAY OF _____, 20____, _____
UNION COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ AM/PM.

RECORDED THIS _____ DAY OF _____, 20____, AT _____ AM/PM IN

PLAT BOOK _____, PAGE _____
UNION COUNTY RECORDER

UTILITY EASEMENTS

WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR 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.

STORM SEWER & DRAINAGE EASEMENTS

STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "STORM SEWER EASEMENT" OR "DRAINAGE EASEMENT" FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING DRAINAGE FACILITIES SUCH AS STORM SEWERS, CATCH BASINS, DRAINAGE SWALES OR DITCHES AND OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE UNION COUNTY ENGINEER. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH DRAINAGE EASEMENTS ARE HEREBY RESERVED.

SURVEYOR'S CERTIFICATE

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

THE TRACT HAS AN AREA OF 2.358 ACRES IN STREETS, 12.385 ACRES IN LOTS, AND 5.535 ACRES IN OPEN SPACE AREAS MAKING A TOTAL OF 20.278 ACRES.

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

THE SUBDIVISION IS WITHIN FLOOD ZONE X PER FIRM RATE MAP 39159C0388D, EFFECTIVE DATE DECEMBER 16, 2008 UNLESS OTHERWISE SHOWN.

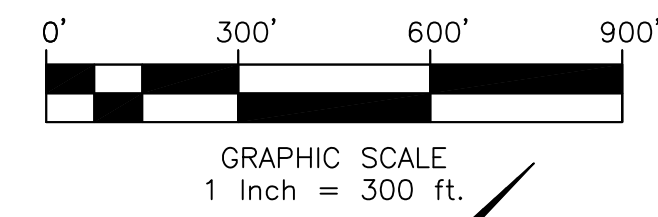
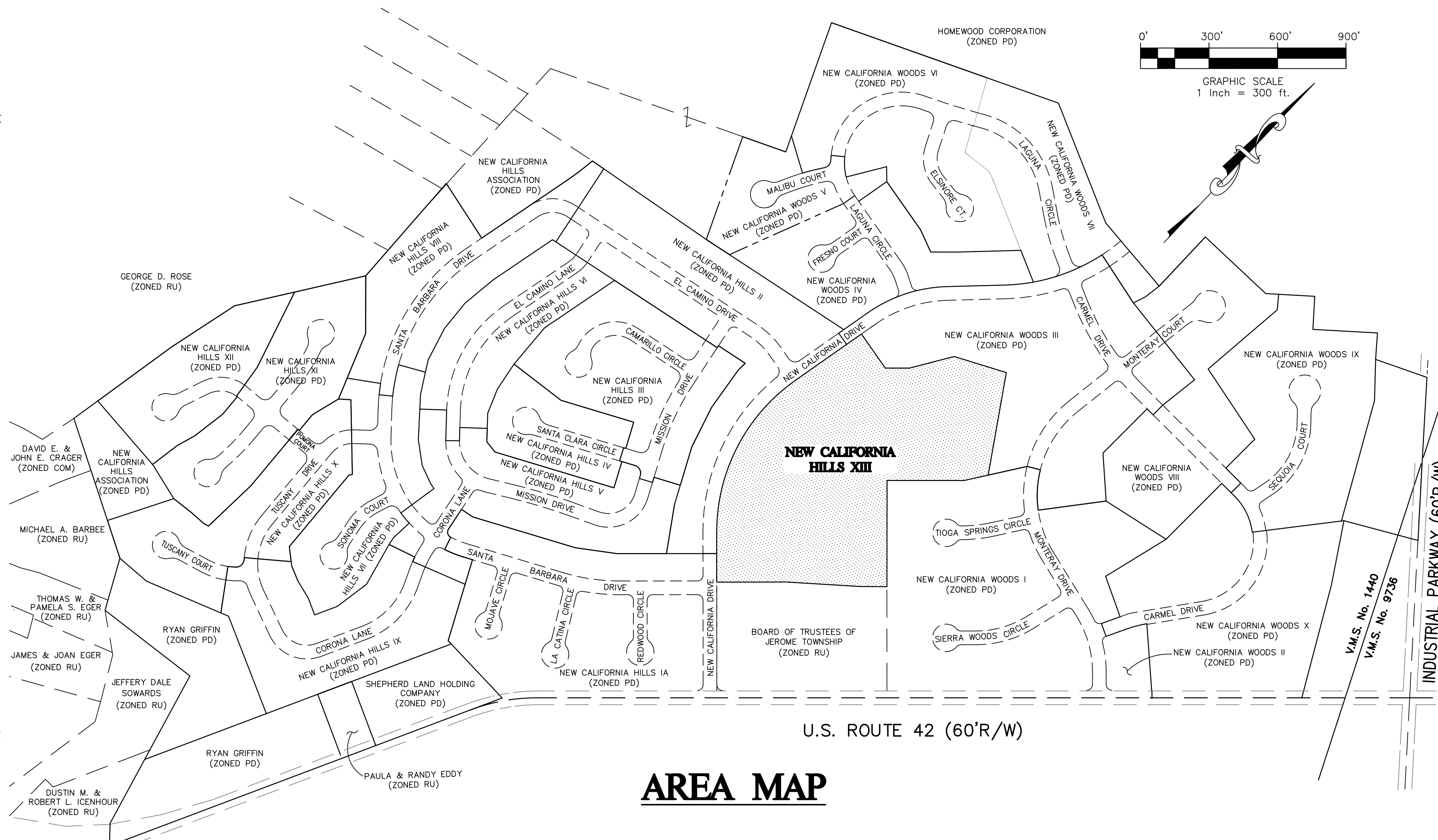
I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF NEW CALIFORNIA HILLS XIII AS SURVEYED 10/6/2022.

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

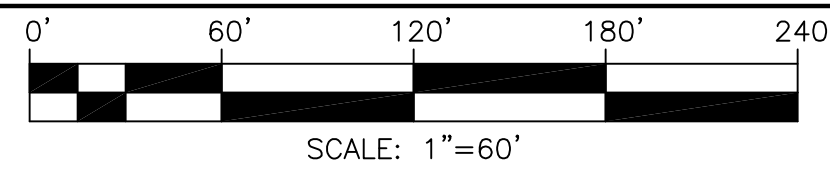
STEVEN L. LAMPHEAR, P.S. DATE _____
PROFESSIONAL SURVEYOR #7876

ELECTRIC EASEMENT

ELECTRIC EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT" TO PERMIT INGRESS AND EGRESS AND FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF ELECTRIC SERVICE CABLES, TRANSFORMERS, PEDESTALS, OR OTHER APPURTENANT HARDWARE, BOTH ABOVE AND BELOW GROUND. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES, LANDSCAPING, AND LAWNS WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION, REPAIR AND MAINTENANCE OF SAID ELECTRIC HARDWARE WITHIN THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS EASEMENT. ACCESS SHALL BE LIMITED TO UNION RURAL ELECTRIC AND THEIR DESIGNATED AGENTS FOR THE PURPOSES EXPRESSED ABOVE. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH EASEMENTS ARE HEREBY RESERVED.



AREA MAP



SURVEYOR
DATE OF SURVEY: 7-10-2008

Diamond V, LLC
Surveyors & Engineers

PO BOX 3234
DUBLIN, OH 43016
PHONE: 614-620-0331
www.diamondvllc.com

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

OWNED, DEVELOPED AND DESIGNED BY:



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

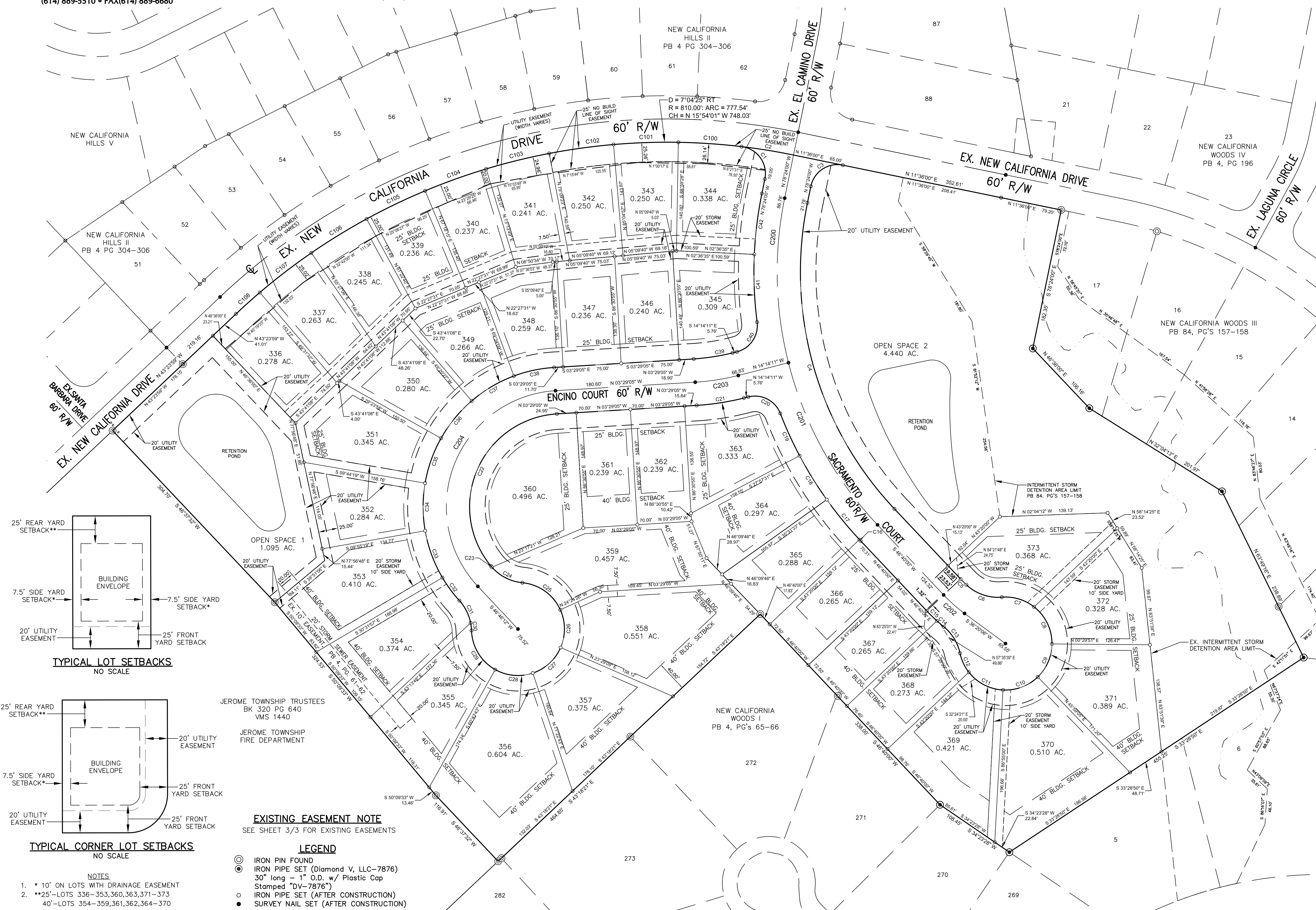
JEROME TOWNSHIP UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XIII

2023

VIRGINIA MILITARY SURVEY 1440

PLAT PREPARED 1/10/2023



FLOOD NOTE
*NEW CALIFORNIA HILLS XIII IS LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FIRM RATE MAP 39159C0388D, EFFECTIVE DATE DECEMBER 16, 2008, UNLESS OTHERWISE SHOWN.

NCH XIII Parcel Right of Way Curve Table

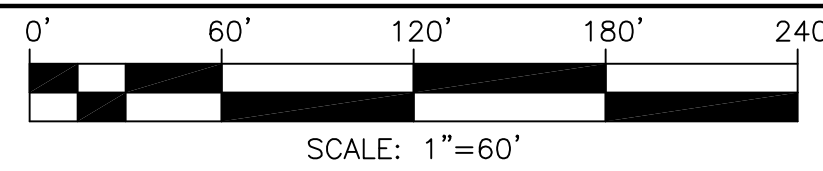
Curve #	Length	Radius	Delta	Chord Dist.	Chord Bearing
C1	57.89	34.98	94°48'45"	51.51	S54°13'23"W
C2	67.98	809.58	4°48'40"	67.96	N09°11'43"E
C3	54.98	35.00	90°00'00"	49.50	S33°24'00"E
C4	426.65	445.00	54°56'00"	410.50	N74°08'00"E
C5	10.60	170.00	3°34'21"	10.60	N44°52'49"E
C6	49.86	60.00	47°36'49"	48.44	N19°17'13"E
C7	44.48	60.00	42°28'30"	43.47	N16°43'04"E
C8	55.02	60.00	52°32'33"	53.11	N64°13'35"E
C9	47.63	60.00	45°29'14"	46.39	S66°45'32"E
C10	49.32	60.00	47°05'54"	47.94	S20°27'58"E
C11	51.12	60.00	48°48'58"	49.59	S27°29'20"W
C12	27.33	60.00	26°05'40"	27.09	S64°56'51"W
C13	40.68	60.00	38°51'04"	39.91	S68°34'12"W
C14	11.69	230.00	2°54'46"	11.69	S40°36'03"W
C15	15.50	230.00	4°36'33"	15.50	S44°21'43"W
C16	2.19	505.00	0°14'56"	2.19	S46°47'27"W
C17	66.62	505.00	7°33'32"	66.57	S50°41'41"W
C18	66.70	505.00	7°34'01"	66.65	S58°15'28"W
C19	60.01	505.00	6°48'32"	59.98	S65°26'45"W
C20	50.75	35.00	83°05'11"	46.42	S27°18'25"W
C21	61.93	330.00	10°45'06"	61.83	S08°51'38"E
C22	264.30	120.00	126°11'30"	214.02	S66°34'50"E
C23	1.95	59.74	1°52'00"	1.95	N49°23'39"E
C24	45.05	60.00	43°01'11"	44.00	N26°57'14"E
C25	62.99	60.00	60°09'10"	60.13	N35°31'09"E
C26	50.15	59.99	47°54'13"	48.71	N89°32'17"E
C27	50.15	60.00	47°53'42"	48.71	S42°34'00"E
C28	50.15	60.00	47°53'25"	48.71	S05°19'30"W
C29	61.71	60.00	58°55'37"	59.03	S68°44'17"W
C30	9.94	59.85	9°30'56"	9.93	S83°27'04"W
C31	32.48	59.98	31°01'21"	32.08	S63°12'21"W
C32	36.98	179.90	11°46'34"	36.91	S53°34'58"W
C33	64.79	180.00	20°36'37"	64.40	S69°46'22"W
C34	61.77	180.00	19°39'39"	61.46	S89°54'30"W
C35	61.77	180.00	19°39'39"	61.46	N70°25'52"W
C36	62.65	180.00	19°56'29"	62.33	N50°37'48"W
C37	63.55	180.00	20°13'42"	63.22	N30°32'42"W
C38	53.24	179.42	17°00'06"	53.04	N11°17'28"W
C39	59.67	270.00	10°45'06"	59.59	N68°51'38"W
C40	56.57	35.83	90°27'47"	50.88	N51°28'23"W
C41	87.55	505.00	9°55'56"	87.44	S87°38'36"W
C42	79.24	512.30	8°51'42"	79.16	N82°53'42"W
C100	81.75	810.00	5°46'48"	81.72	N03°53'59"E
C101	83.76	810.00	5°55'34"	83.74	N01°57'17"W
C102	83.76	810.00	5°55'34"	83.74	N13°48'25"W
C103	83.76	810.00	5°55'34"	83.74	N19°48'25"W
C104	83.76	810.00	5°55'34"	83.74	N19°48'25"W
C105	83.76	810.00	5°55'34"	83.74	N25°39'34"W
C106	83.76	810.00	5°55'34"	83.74	N31°30'08"W
C107	83.76	810.00	5°55'34"	83.74	S37°30'42"E
C108	41.35	916.25	2°35'10"	41.35	N41°56'15"W

Centerline Curve Table

Curve #	Length	Radius	Delta	Chord Dist.	Chord Bearing
C200	214.19	475.00	25°50'11"	212.38	S88°40'54"W
C201	241.24	475.00	29°05'56"	238.65	S61°12'57"W
C202	36.98	200.00	10°19'54"	36.02	S41°30'03"W
C203	56.30	300.00	10°45'06"	56.21	N68°51'38"W
C204	339.67	150.00	129°44'43"	271.61	N68°21'28"W

ACREAGES

LOTS	12,385 ACRES
R/W	2,358 ACRES
OPEN SPACE	5,535 ACRES TOTAL
	20,278 ACRES



SURVEYOR
DATE OF SURVEY: 7-10-2008

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

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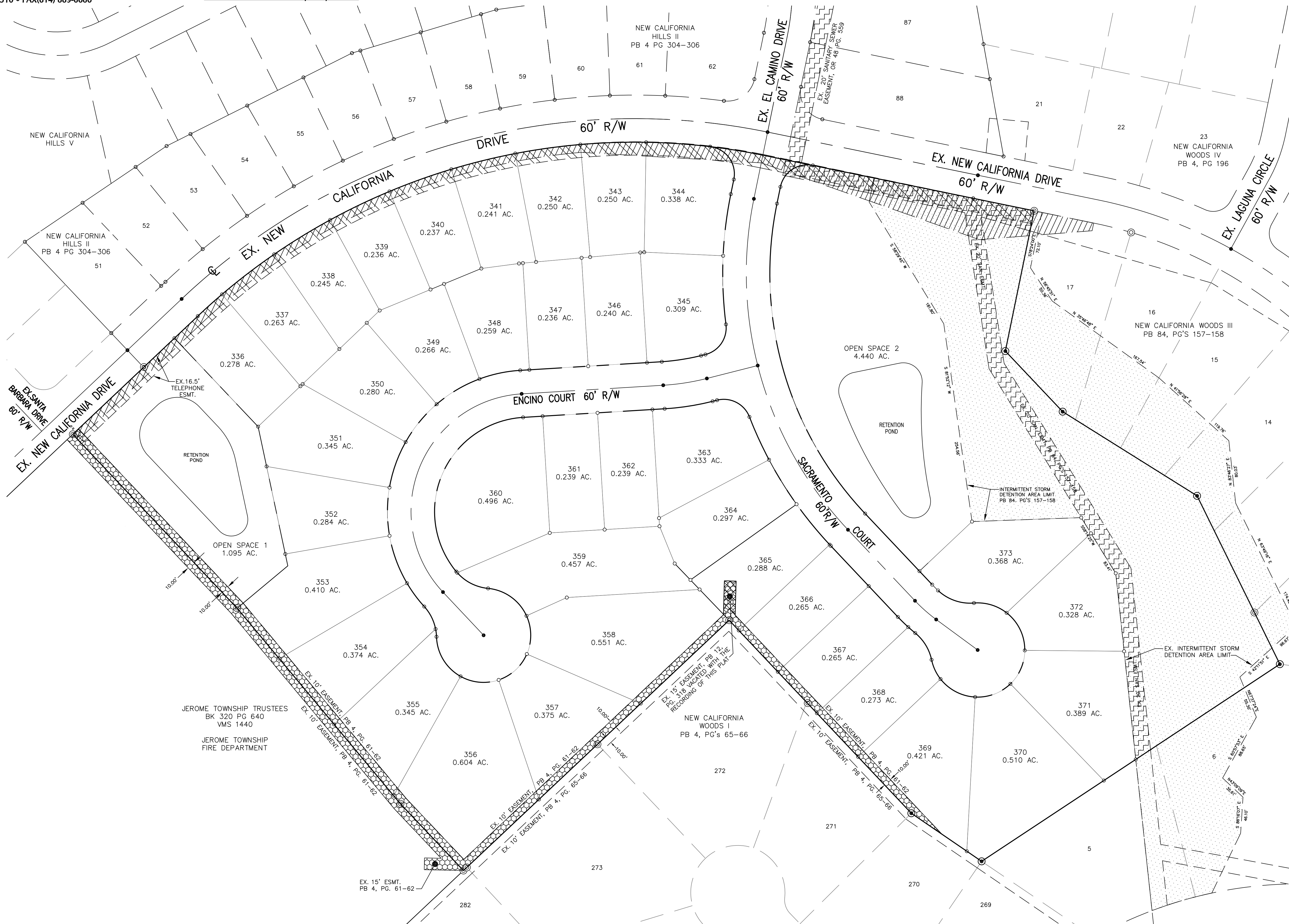
OWNED, DEVELOPED AND DESIGNED BY:

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

JEROME TOWNSHIP UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XIII

2023
VIRGINIA MILITARY SURVEY 1440



Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, February 6, 2023 9:21 AM
To: Brad Bodenmiller
Subject: RE: New California Hills XIII - Bond

No additional comments

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, February 6, 2023 9:07 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: RE: New California Hills XIII - Bond

Since this was reviewed last month and comments from last month have been incorporated, I was not anticipating new comments. I am not sure how else to get comments from you all sooner. I was hoping this would be an easier month for you all.

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: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, February 6, 2023 8:47 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: New California Hills XIII - Bond

Yes, the bond has been approved. I hope to have any comments to you soon.

Thanks,

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, February 6, 2023 6:51 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: New California Hills XIII - Bond

Luke,

Can you confirm whether the bond, surety, etc. for **New California Hills XIII – Final Plat** is approved by the Union Co (U) Commissioners?

Bradley Bodenmiller

Director | LUC Regional Planning Commission

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319

P: [\(937\) 666-3431](tel:9376663431) | www.lucplanning.com

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, February 6, 2023 8:47 AM
To: Brad Bodenmiller
Subject: RE: New California Hills XIII - Bond

Yes, the bond has been approved. I hope to have any comments to you soon.

Thanks,

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, February 6, 2023 6:51 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: New California Hills XIII - Bond

Luke,

Can you confirm whether the bond, surety, etc. for **New California Hills XIII – Final Plat** is approved by the Union Co (U) Commissioners?

Bradley Bodenmiller

Director | LUC Regional Planning Commission
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9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

January 24, 2023

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

Re.: New California Hills XIII – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as New California Hills XIII – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. Detailed Development Plan #PD19-131 DP-01 was approved by the Township to allow for development at the site. The proposed Final Plat complies with that approved detailed development plan.

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

Sincerely,

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, February 1, 2023 11:34 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - February LUC Executive Meeting

Brad,

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

New California Hills XIII - Revised Final Plat

1. Please remove the dimension listed in the Utility Easements 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 ~~ten (10) feet in width~~ 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.

Farm at Indian Run - Preliminary Plat Extension

1. No comments.

Glacier Pointe, Phase 2 - Preliminary Plat Extension

1. No comments.

Thanks,

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Thursday, January 26, 2023 10:04 AM
To: Brad Bodenmiller
Cc: Adam Schultz
Subject: Farm at India Run; Glacier Pointe Section 2; New California Hills XIII

Brad,

Our office has no comments regarding any of the above described plats; nothing really pertains to private well/septic or adjacent lots.

Thanks!

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

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Friday, January 27, 2023 3:53 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter for New California Hills XIII - Final Plat

Union Soil and Water has no comments for **New California Hills XIII – 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, January 24, 2023 6:56 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter for New California Hills XIII - Final Plat

Good afternoon,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **New California Hills XIII – Final Plat**. Paper copies were delivered/mailed. **Please review the Plat carefully because it was updated.** Please note the meeting dates and call with any questions. Thank you!

Note: This is one of three subdivision distributions 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 – Otter Creek Commercial Park

Applicant:	<p>Jeff DeMoss 10331 Scott Road Sidney, OH 45365 jeff@hbielectric.com</p> <p>Michael Heintz 231 Sandpiper Place Sidney, OH 45365 mikeheintzo@gmail.com</p>
Request:	Approval of Otter Creek Commercial Park – Preliminary Plat.
Location:	Located northeast of East Liberty along County Road 10, just after County Road 154 in Perry Township, Logan County.

Staff Analysis:	<p>This Preliminary Plat involves 15.124 acres of land and proposes 4 commercial/industrial lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 0.413 acres in existing right-of-way ○ 0.886 acres in new right-of-way ○ 13.825 acres in commercial/industrial lots ○ 0.0 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ On-site wells for water service ○ On-site systems for sanitary waste disposal <p>• Logan County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 02-01-23. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) <ol style="list-style-type: none"> 1. Sheet 1: Include VMS. 2. Sheet 2: Please clean-up blurry text in legal description. 3. Sheet 3: The sheet indicates only Westland (Wt) soil type is present. Henshaw (HeA) is also present. Please list and map both soil types. 4. Sheet 4: 90’ and 91’ contours cross. Identify boundary. 5. Sheet 4: It appears the detention area does not fit entirely within the drainage easement.
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Staff Report – Otter Creek Commercial Park

6. Sheet 5: Proposed pavement design is for a local residential street. Pavement design needs to be completed for estimated commercial development based on uses within zoning district.
7. Sheet 5: A 24' wide road is shown. This road width requires a large cul-de-sac bulb.
8. Please provide more detailed typical section view of what is in the 60' right-of-way (berm, ditch, etc.).
9. Sheet 5: More information is needed regarding the vertical curve details.
10. Sheet 5: Use different line types so we can better differentiate between existing and proposed roads.
11. Driveway location meets LCEO Access Management Regulations.
12. The Map Room sent a markup with two comments.
13. Provide evidence the Health District comment from the Sketch Plan has been addressed. The comment was, "The developer will need to work with the Logan County Health District to evaluate individual well and septic requirements for each lot."
14. Coordinate Floodplain Determination Form with Logan soil and Water Conservation District and Floodplain Administrator.

• **Logan County Soil & Water Conservation District**

- The District submitted comments in a letter dated 01-30-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. The current, effective FEMA Flood Map number and designation is listed on the Plat. Please also include the "new" map panel number and designation.

• **Logan County Health Department**

- No comments received as of 02-01-23. LUC staff understands the Board of Health meets Wednesday, February 8.

• **Logan County Sewer District**

- No comments received as of 02-01-23.



• **Perry Township**

- Perry Township submitted comments in a letter dated 02-02-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. Lots 3 and 4 do not meet the Township’s 3:1 ratio requirement. Either a variance must be applied for and granted, or the lots must be adjusted so they meet the zoning requirement.
 2. The Township advised “Service Business” is not a current permitted/conditional use in the M-1 District.

• **ODOT District 7**

- No comments received as of 02-01-23.

• **AES Ohio (formerly DP&L)**

- No comments received as of 02-01-23.

• **LUC Regional Planning Commission**

1. Sheet 1: Please include name, address, and phone number of the surveyor who performed the boundary survey (§313, 3.).
2. Sheet 1: On Lot 3, the dimension of 376.86’ does not appear to scale. Please review and correct if warranted (§313, 6.).
3. Sheet 1: On Lot 2, there is a line missing between the monuments from the corner of the lot to the centerline of County Road 10 (§313, 6.).
4. Sheet 1: On both Lot 1 and Lot 2, the Bldg. Setback Line is not setback 50’ along the cul-de-sac (§313, 13.).
5. Sheet 1: LUC staff would like to discuss the wording in the Surveyor’s Certificate prior to approval of the Final Plat. The Subdivision Regulations read, “Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him...” (§323, 13.; Article 8).
6. Sheet 1: Under the dedication statement, the signature line reads “member”. There needs to be a line for each owner, not members (§323, 14.; Article 8).
7. Sheet 1: Under the dedication statement and the



Staff Report – Otter Creek Commercial Park

	<p>owner(s) signature lines, there need to be two lines for witnesses to sign (Article 8).</p> <ol style="list-style-type: none">8. The County Engineer shall have approved the layout and design of the lots, streets, and other improvements prior to the Preliminary Plat approval (§313, 4.). This item is outstanding.9. The County Engineer shall have approved the preliminary drainage plan prior to the Preliminary Plat approval (§313, 5.). This item is outstanding.10. The subdivider proposes on-site wells and on-site sanitary waste disposal systems. The County Board of Health or the OEPA shall have approved the use of these systems prior to the Preliminary Plat approval (§313, 6.; §313, 7.).11. A letter from Perry 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.).12. 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).
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<p>Staff Recommendations:</p>	<p>At this time, staff recommends <i>DENIAL</i> of the Otter Creek Commercial Park – Preliminary Plat. Approval of outstanding items is required before staff is comfortable recommending otherwise. This recommendation is made with the understanding the Zoning & Subdivision (Z&S) Committee may wish to make a different recommendation if the following occurs:</p> <ul style="list-style-type: none">• Section 313, 4. reads, “The County Engineer shall have approved the layout and design of the lots, streets, and other improvements prior to the Preliminary Plat approval.” This is required before LUC can approve the Preliminary Plat.• Section 313, 5. reads, “The County Engineer shall have approved the preliminary drainage plan prior to the Preliminary Plat approval.” This is required before LUC can approve the Preliminary Plat.• Section 313, 6. & 7. require County Board of Health or OEPA approval for individual wells/sewerage systems
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Logan-Union-Champaign regional planning commission

Staff Report – Otter Creek Commercial Park

	prior to the Preliminary Plat approval. This is required before LUC can approve the Preliminary Plat.
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Z&S Committee Recommendations:	
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Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"	✓	
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.	✓	
3	Location by section, range, and township or Virginia Military Survey (VMS).	✓	
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.	✓	
5	Date of survey.	✓	
6	Scale of the plat, north point, and date.	✓	
7	Boundaries of the subdivision and its acreage.	✓	
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.	✓	
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.	✓	
10	Zoning classification of the tract and adjoining properties.	✓	
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.	✓	
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.	✓	
13	Layout, names and widths of proposed streets and easements.	✓	
14	Building setback lines with dimensions.	✓	
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.	✓	
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.	✓	
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.	✓	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	✓	
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Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.	✓	
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.	✓	
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.	✓	
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.	✓	
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.	✓	
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.	✓	
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.	N/A	
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.	✓	
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	✓	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Application for Preliminary Plat Approval

Date: 1-18-23

Name of Subdivision: OTTER CREEK COMMERCIAL PARK

Location: 700' EAST OF CR 154 ON SOUTH SIDE OF CR 10

Township: PERRY Military Survey: 4689

Complete Parcel(s) Identification Number (PIN): 32-112-00-00-031-005,006,008

Have ALL Sketch Plan review letters been obtained? IN PROCESS (Engineer, SWCD, Board of Health)

Name of Applicant: JEFF DEMOSS

Address: 10331 SCOTT ROAD

City: SIDNEY State: OH Zip: 45365

Phone: 937-539-0664 Fax: Email: jeff@hbiclectric.com

Name of Owner of property to be subdivided: SAME AS ABOVE

Address:

City: State: Zip:

Phone: Fax: Email:

Name of Applicant's Surveyor or Engineer: MICHAEL HEINTZ

Address: 231 SANDPAPER PLACE

City: SIDNEY State: OH Zip: 45365

Phone: 937-710-3310 Fax: Email: mikeheintz@gmail.com

Proposed Acreage to be Subdivided: 15.128 ACRES

Current Zoning Classification: M-2

Proposed Zoning Changes: NONE

Proposed Land Use: COMMERCIAL

Development Characteristics

Number of proposed lots: 4 Typical lot width (feet): 250'

Number of proposed units: 4 Typical lot area (sq. ft.): 150,000 sq ft

Single Family Units: NONE Multi-Family Units: NONE

Acreage to be devoted to recreation, parks or open space: NONE



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: NONE

Do you propose deed restrictions? (If yes, attach a copy): Yes No

1. Proposed method of Supplying Water Service: ON-SITE WELLS

2. Proposed method of Sanitary Waste Disposal: ON-SITE SYSTEM
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: NONE
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	<u>500' CUL-DE-SAC TO SERVE 4 LOTS</u>		<u>BOND IF NECESSARY</u>
b.			
c.			
d.			
e.			

For Official Use

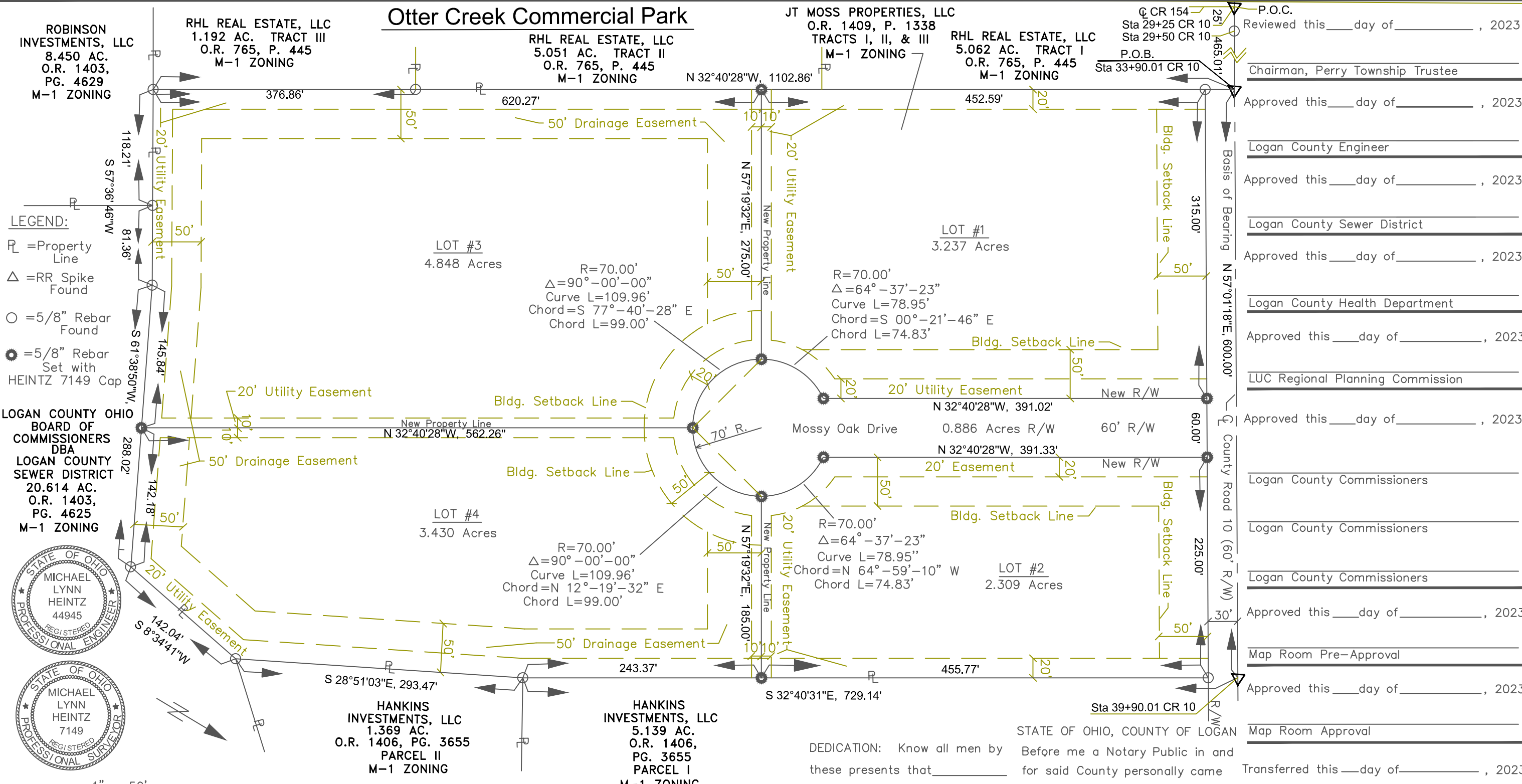
Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

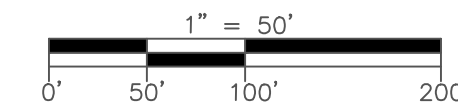
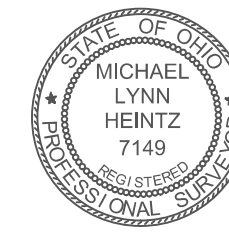
If rejected, reason(s) for: _____

Otter Creek Commercial Park

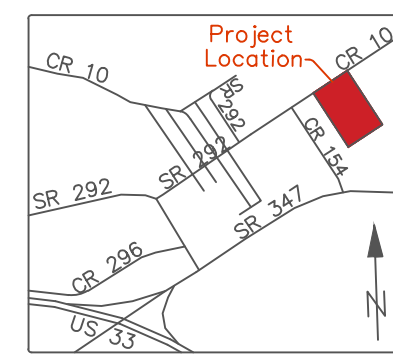


- LEGEND:**
- = Property Line
 - △ = RR Spike Found
 - = 5/8" Rebar Found
 - = 5/8" Rebar Set with HEINTZ 7149 Cap

LOGAN COUNTY OHIO BOARD OF COMMISSIONERS DBA LOGAN COUNTY SEWER DISTRICT
 20.614 AC.
 O.R. 1403, PG. 4625
 M-1 ZONING



FEMA FLOOD MAP
 390772 0150C ZONE 'C'



SURVEYOR'S CERTIFICATE: The accompanying plat represents a subdivision of land in VMS #4689, Perry Township, Logan County, Ohio. All measurements are in feet and decimals of a foot. All measurements on curves are arc distances. The subdivision contains 15.124 acres. Existing right-of-way along CR 10 is 0.413 acres and new right-of-way of Mossy Oak Drive is 0.886 acres leaving 13.825 acres net. I hereby certify that the accompanying plat is a correct representation of Otter Creek Commercial Park based on a survey by William D. Edwards, PS #7574, dated 11/22/2022 and that all monumentation was found or will be set prior to the sale of each lot.

DEDICATION: Know all men by these presents that _____ owner of the land indicated on the accompanying plat, has authorized the platting thereof and do hereby dedicate the streets, easements, and right-of-way to the Public forever.

Member _____

STATE OF OHIO, COUNTY OF LOGAN
 Before me a Notary Public in and for said County personally came _____ 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 set my hand and affixed my official seal _____ day _____, 2023.

By _____

P.O.C. Reviewed this ___ day of _____, 2023 Chairman, Perry Township Trustee Approved this ___ day of _____, 2023 Logan County Engineer Approved this ___ day of _____, 2023 Logan County Sewer District Approved this ___ day of _____, 2023 Logan County Health Department Approved this ___ day of _____, 2023 LUC Regional Planning Commission Approved this ___ day of _____, 2023 Logan County Commissioners Logan County Commissioners Logan County Commissioners Approved this ___ day of _____, 2023 Map Room Pre-Approval Approved this ___ day of _____, 2023 Map Room Approval Transferred this ___ day of _____, 2023 Logan County Auditor Recorded in Plat Cabinet _____ Slide Received for Record at _____ o'clock _____ m this ___ day of _____, 2023 Logan County Recorder	Basis of Bearing N 57°01'18"E, 600.00' County Road 10 (60' R/W) 225.00' 30' Sta 39+90.01 CR 10 R/W
---	---

Michael L. Heintz, P.E., P.S.
 231 Sandpiper Place
 Sidney, Ohio 45365
 Ph. 937-710-3310
 mikeheintz@gmail.com

HEINTZ
 ENGINEERING, LLC

JT MOSS PROPERTIES
 10331 Scott Road Sidney, Ohio 45365
 937-539-0664

SUBDIVISION PLAT
 Property/Development.dwg
 ISSUE DATE: 01/19/23
 REVISION DATE: -----

1

LEGAL DESCRIPTION FOR JT MOSS PROPERTIES 15.124 ACRE TRACT

Being situate in the State of Ohio, County of Logan, Township of Perry, and being a part of Virginia Military Survey 4689, and being more particularly described as follows:

Beginning for reference at a Railroad Spike found at the intersection of the centerline of County Road 10 (60' right-of-way) and the existing centerline of County Road 154 (variable width right-of-way), being at Station 29+25 of County Road 10;

Thence with the centerline of County Road 10, N-57°01'18"-E, 465.01'(feet) to a Railroad Spike found at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, also being at the Northeast corner of a 5.062 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract I, passing for reference a 1" diameter iron bar found at on the Original centerline of County Road 154 at Station 29+50 at 25.00'(feet);

Thence continuing with the centerline of County Road 10, N-57°01'18"-E, 600.00'(feet) to a Railroad Spike found at the Northwest corner of a 5.139 acre tract conveyed to Hankins Investments, LLC, by deed recorded in Official Record 1406, Page 3655, Parcel I;

Thence with the West line of the 5.139 acre tract, S-32°40'31"-E, 729.14'(feet) to a 5/8" diameter iron bar found at the Northwest corner of a 1.369 acre tract conveyed to Hankins Investments, LLC, by deed recorded in Official Record 1406, Page 3655, Parcel II, passing for reference a 5/8" diameter iron bar found on the right-of-way line of County Road 10 at 30.00'(feet) and a 5/8" diameter iron bar set at 485.77' (feet);

Thence with the West line of the 1.369 acre tract, S-28°51'03"-E, 293.47'(feet) to a 5/8" diameter iron bar found on a North line of a 20.614 acre tract conveyed to Logan County Ohio, Board of Commissioners DBA Logan County Sewer District, by deed recorded in Official Record 1403, Page 4625;

Thence with the bounds of the 20.614 acre tract the following two (2) courses:

1. S-8°34'41"-W, 142.04'(feet) to a 5/8" diameter iron bar found;
2. S-61°38'50"-W, 288.02'(feet) to a 5/8" diameter iron bar found passing a 5/8" diameter iron bar set at 142.18' (feet);

Thence continuing with the bounds of the 20.614 acre tract and with a North line of an 8.450 acre tract conveyed to Robinson Investments, LLC, by deed recorded in Official Record 1403, Page 4629, S-57°36'46"-W, 199.57'(feet) to an iron bar found at the Southeast corner of a 1.192 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract III, passing for reference a 5/8" diameter iron bar found at 81.36'(feet);

Thence with the East line of the 1.192 acre tract, and with the East line of a 5.051 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract II, and with the East line of aforementioned RHL Real Estate's 5.062 acre tract, N-32°40'28"-W, 1102.86'(feet) to the place of beginning, passing for reference a 5/8" diameter iron bar found at 376.86'(feet), a 5/8" diameter rebar found at 620.27'(feet), and a 5/8" diameter iron bar found on the right-of-way line of County Road 10 at 1072.86'(feet).

Containing 15.124 acres, 0.413 acre of which is within the right-of-way of CR 10, 0.886 acre within the right-of-way of Mossy Oak Drive leaving 13.825 acres net and being subject to the rights of all legal highways and all easements of record.

Being all of a 5.005 acre tract, a 5.016 acre tract, and a 5.107 acre tract conveyed to JT Moss Properties, LLC, by deed recorded in Official Record 1409, Page 1338, Tracts I, II, & III, of the Logan County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, PS #7574, on November 22, 2022. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "HEINTZ PS 7149". Bearings are based on the centerline of County Road 10 per an assumed bearing of N-57°01'18"-E.

Michael L. Heintz, P.S. 7149

PROTECTIVE COVENANTS FOR OTTER CREEK COMMERCIAL PARK:

All lots within this subdivision shall be known and described as commercial/industrial lots and are to be used for commercial/industrial purposes only. No building or structure shall be erected for any other use or purpose.

Lots #1 and #2 shall have no direct vehicular or driveway access to County Road 10.

The storm detention areas and the drainage easements, ditches, swales, outlet pipes or structures, etc. indicated on the plat shall be for the detention and transport of surface and storm waters for the benefit of all lot owners. All of these drainage areas and items shall be maintained by the owner of the lot on which they are located. This includes, but is not limited to mowing and maintaining lawns, clearing all debris, cleaning sediment that may accumulate over time, etc. The site design for Lots #3 and #4 must maintain positive drainage from the end of the cul-de-sac to the detention basin.

Easements shown on the plat around the cul-de-sac are for are for the construction, operation, maintenance, repair, replacement, or removal of water, gas, sanitary sewer, storm sewer, electric, telephone, or other utility lines or services and for the express privilege or removing any obstruction to the free use of said utilities and for providing of ingress or egress over the property for such purpose.

All utility lines such as telephone or power shall be installed underground. All service drops and exterior lighting feeder lines shall be installed underground. All transformers shall be pad mounted or mounted below grade.

If lot line adjustments are made within the subdivision, a ten foot wide utility easement shall be established along both sides of a new side lot line and along the rear lot line. Also a twenty foot building setback line shall be established on both sides of said new side lot line and along the rear lot line.

No lots in this subdivision shall be used for any unlawful purpose or in any way which would constitute a legal nuisance to other property owners in said subdivision, as a discotheque, dance hall, or night club, as a massage parlor, funeral parlor, bingo parlor, car wash, or any use which emits a strong, unusual, offensive, or obnoxious odor, fumes, dust, or vapors, or any sound which can be heard outside of any buildings in said subdivision. Lot use also may not include a second-hand store, mobile home or trailer park, junk yard, dry cleaners, adult bookstore or establishment exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction. Lot use may not include pool halls, billiard hall, topless bar or other establishment exhibiting nude or partially nude persons including body paint, gun range, bar or tavern, or any use which creates fire, explosives, or other hazards.

All buildings are to be steel structures. No pole barns are permitted. All buildings are to be properly maintained, free of rust, peeling paint, etc. with landscaping neat and trimmed, kept in a manner deemed attractive to the average person.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The restrictions above shall be for the benefit of all of the lot owners in Otter Creek Commercial Park. Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs resulting from said violation.

The covenants and restrictions shall run with the land and shall be binding until January 1, 2032, at which time said covenants and restrictions shall be automatically renewed for successive ten year periods.

All easements and rights-of-way provided for public services or utilities. No permanent structures, plantings, etc. shall be permitted in the easement areas.

Michael L. Heintz, P.E., P.S.
231 Sandpiper Place
Sidney, Ohio 45365
Ph. 937-710-3310
mikeheintz0@gmail.com



JT MOSS PROPERTIES

10331 Scott Road Sidney, Ohio 45365
937-539-0664

LEGAL DESCRIPTION &
PROTECTIVE COVENANTS
PropertyDevelopment.dwg
ISSUE DATE: 01/19/23
REVISION DATE: -----

HEINTZ ENGINEERING, LLC

937-539-0664

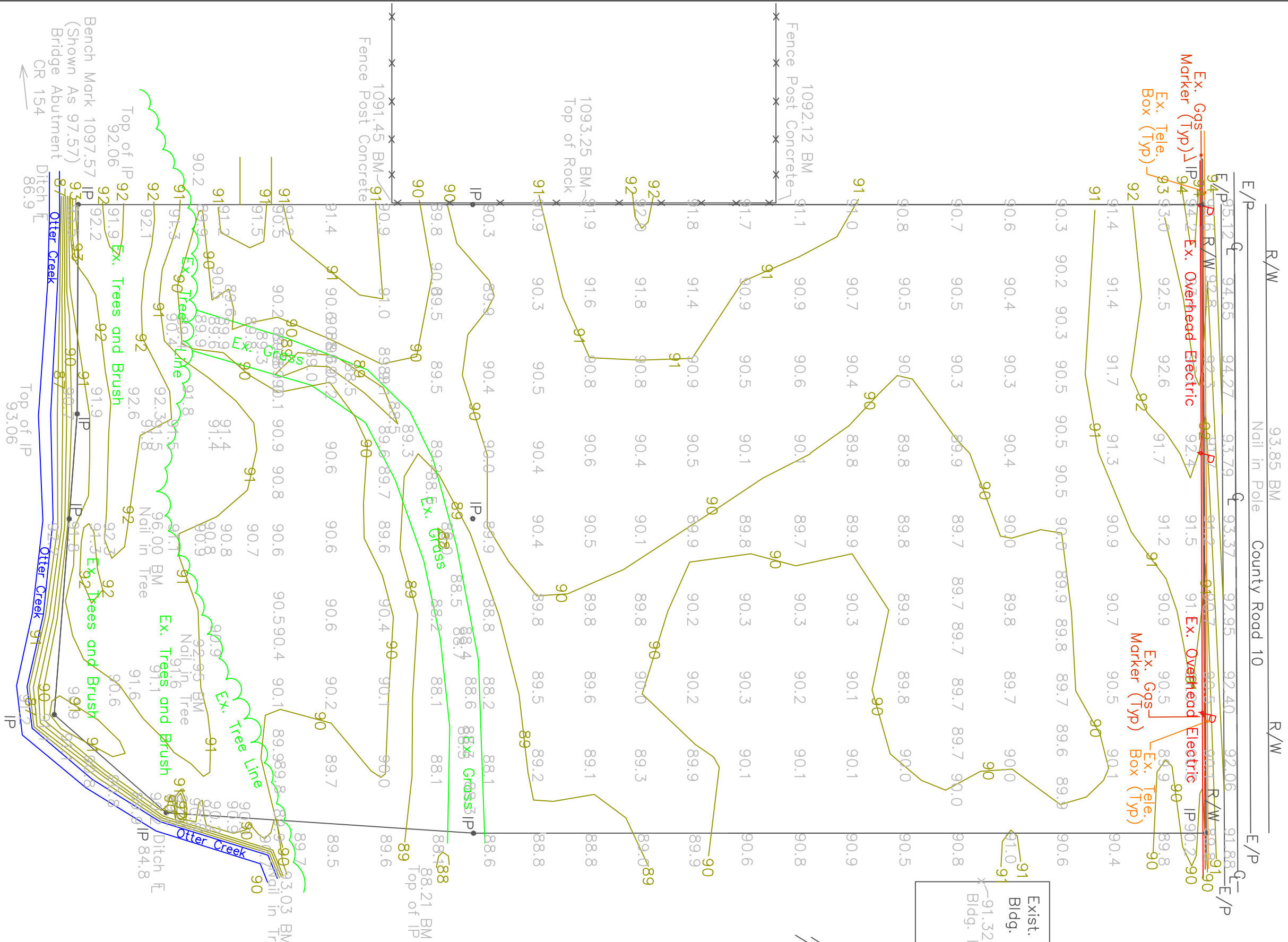
10331 Scott Road Sidney, Ohio 45365

JT MOSS PROPERTIES

Existing Site

02/19/11

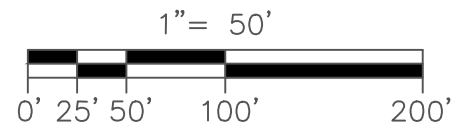
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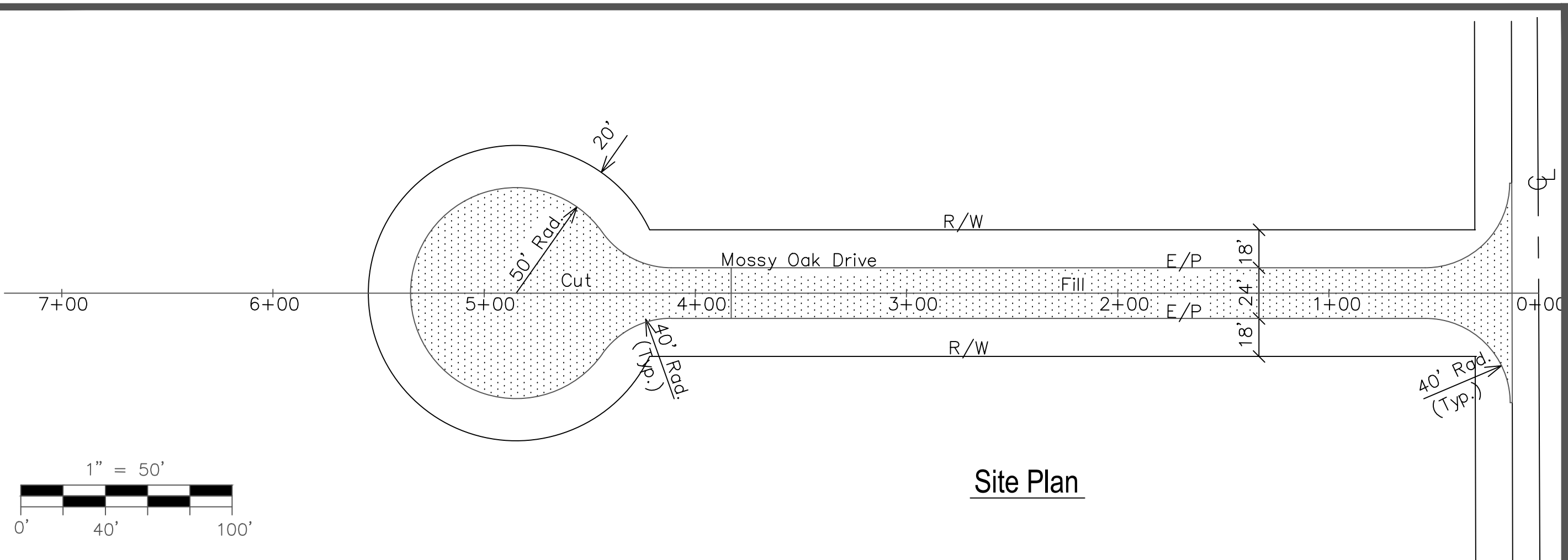


Existing Site

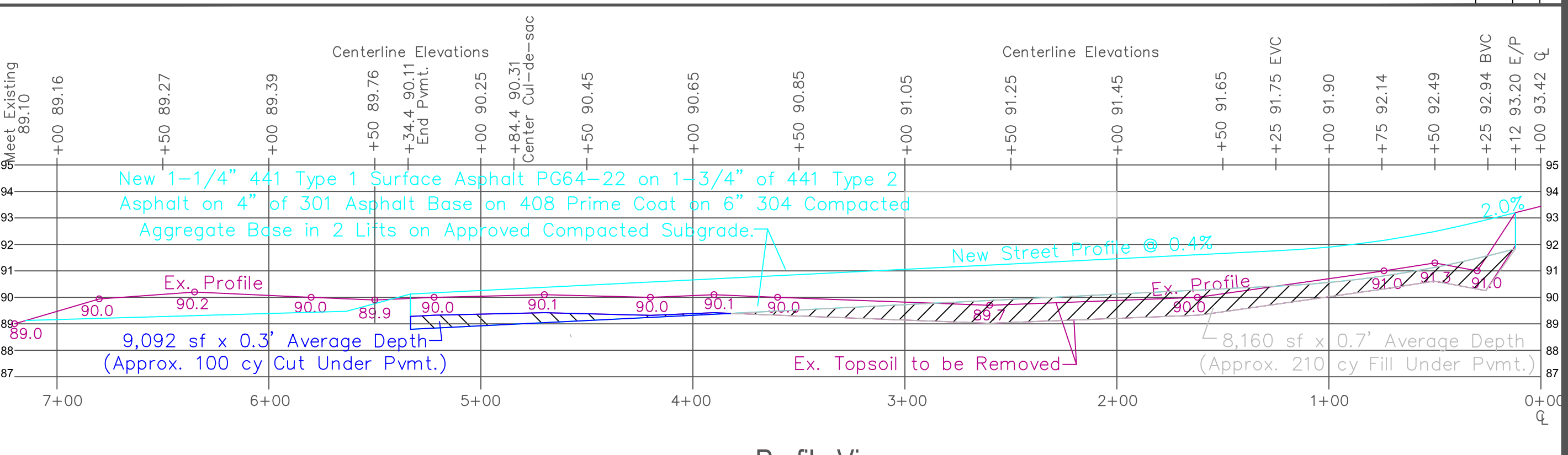


SOIL TYPE:
 WT = Westland
 Silty Clay Loam
 0% to 2% Slope





Site Plan



Profile View

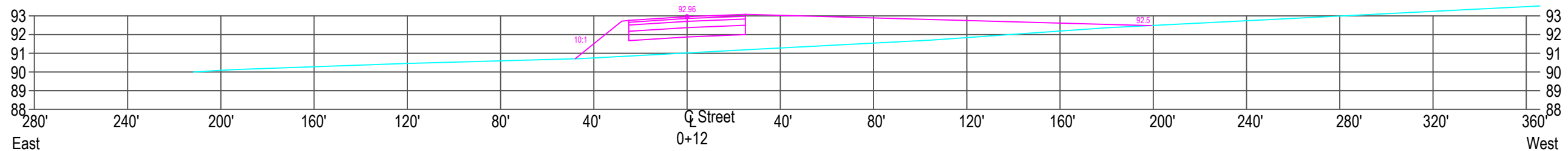
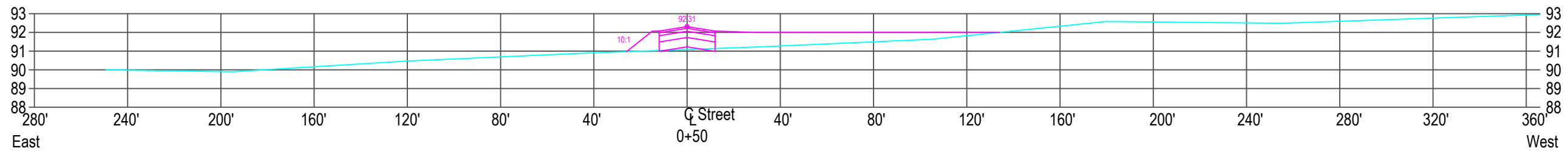
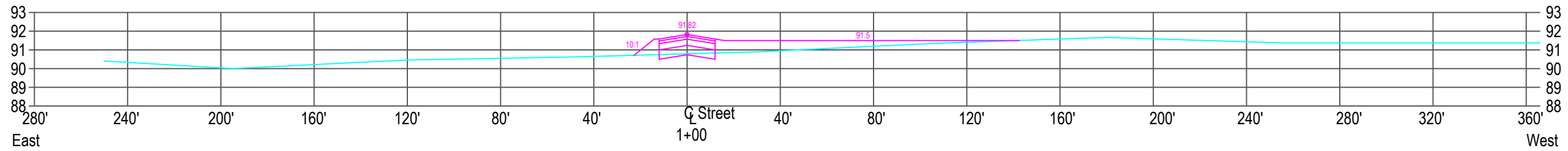
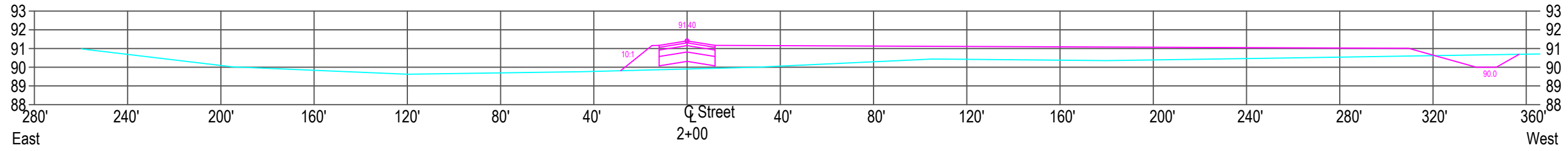
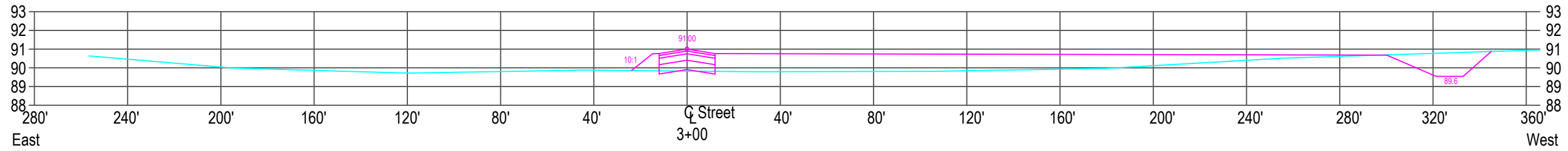
1" = 25' Horiz. & 1" = 2' Vert

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 mikeheintz0@gmail.com



JT MOSS PROPERTIES
 10331 Scott Road Sidney, Ohio 45365
 937-539-0664

Plan & Profile	ISSUE DATE:	01/19/23
	REVISION DATE:	-----



Looking South
0+00 = Edge of Pavement CR 10

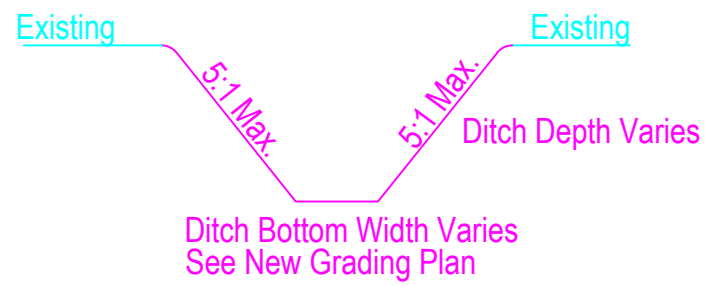
Otter Creek Commercial Park

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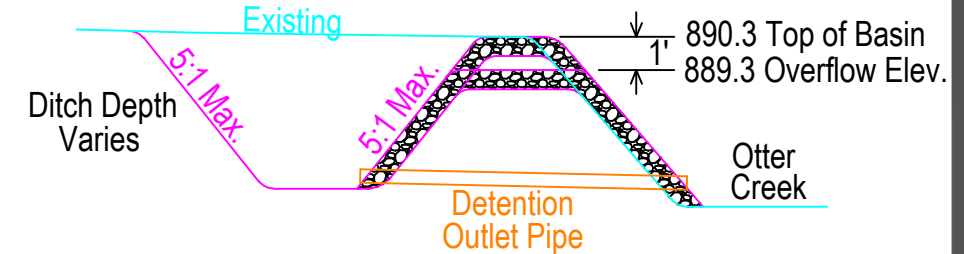


JT MOSS PROPERTIES
10331 Scott Road Sidney, Ohio 45365
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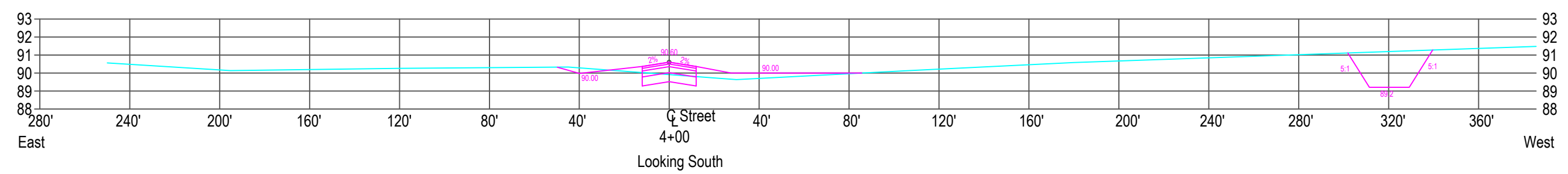
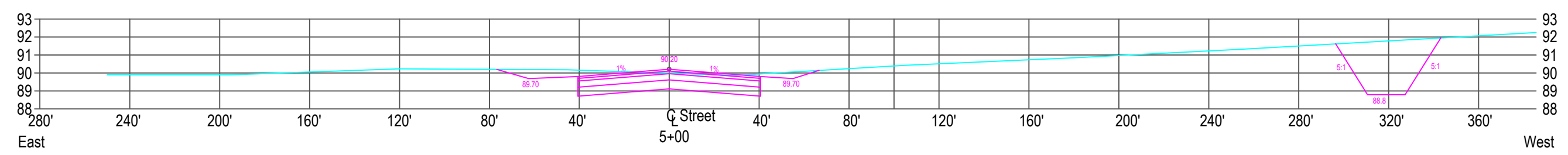
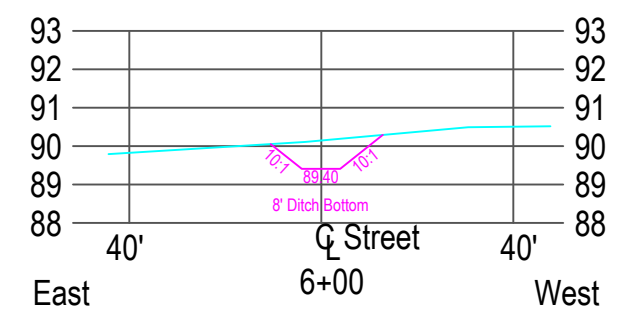
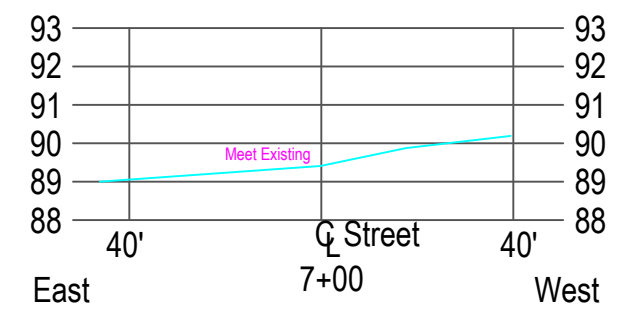
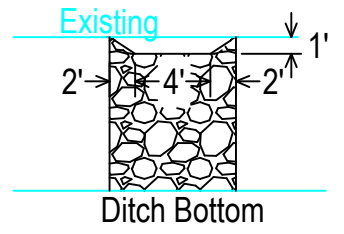
CROSS SECTIONS	
Property/Development:dwg	REVISION DATE: -----
ISSUE DATE: 01/19/23	



TYPICAL DITCH SECTION



TYPICAL DITCH OVERFLOW SECTIONS
(Two Locations)

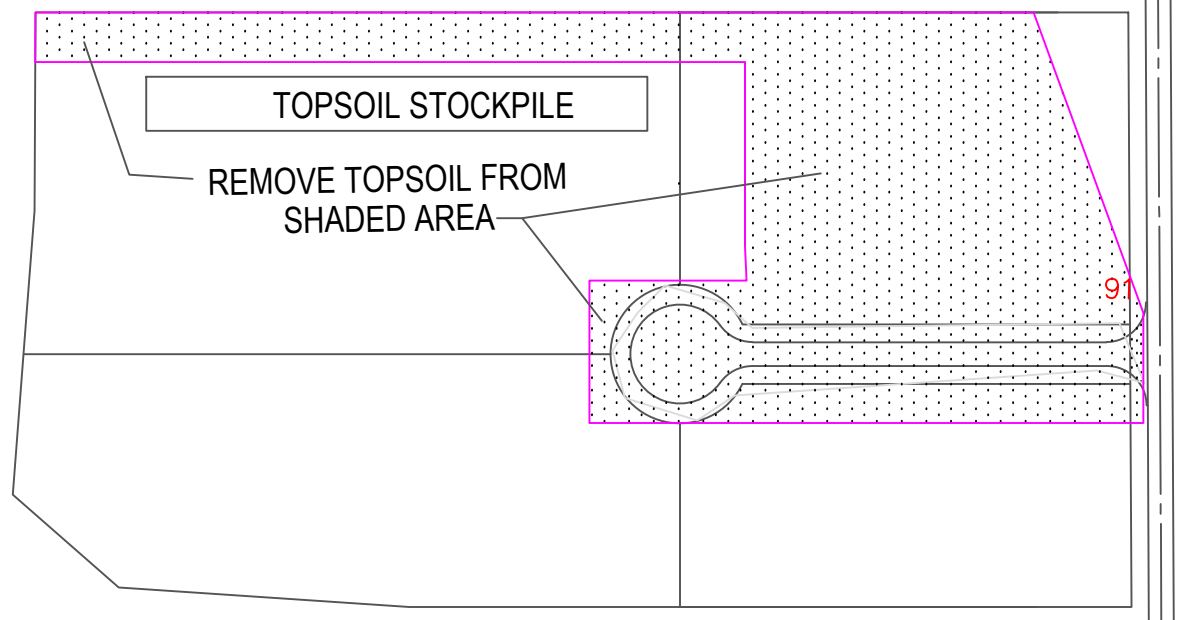


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JT MOSS PROPERTIES
10331 Scott Road Sidney, Ohio 45365
937-539-0664

CROSS SECTIONS	Property/Development.dwg	REVISION DATE:	-----
	ISSUE DATE:	01/19/23	



STORM WATER DETENTION CALCULATIONS

$C_{pre} = (0.84 \text{ Ac Imp} \times 0.95) + (2.2 \text{ Ac Gravel} \times 0.5) + (7.06 \text{ Ac Cultiv} \times 0.2)$ from RHL Property
 $+ (0.43 \text{ Ac Cultiv} \times 0.2)$ from New Street $+ (3.237 \text{ Ac Cultiv} \times 0.2)$ from Lot #1 $+ (0.75 \text{ Ac Cultiv} \times 0.2)$ from Lot #3 Ditch / $14.5 \text{ Ac} = 4.2 / 14.5 = 0.29$ Existing Cw

$C_{post} = (0.84 \text{ Ac Imp} \times 0.95) + (2.2 \text{ Ac Gravel} \times 0.5) + (7.06 \text{ Ac Cultiv} \times 0.2)$ from RHL Property
 $+ (0.43 \text{ Ac Cultiv} \times 0.95)$ from New Street $+ (1.619 \text{ Ac Grass} \times 0.3) + (1.619 \text{ Ac Imp} \times 0.95)$
 from Lot #1 $+ (0.75 \text{ Ac Grass} \times 0.3)$ from Lot #3 Ditch / $14.5 \text{ Ac} = 5.9 / 14.5 = 0.41$ Cw New

Allowable Release = Existing Runoff = 8.0 cfs from below. $Q = Ca\sqrt{2gh}$
 $8.0 = 0.7(a)\sqrt{2(32.2)1.5}$ $a = 1.2 \text{ sf}$ $1.2 \text{ sf} = 3.14 (R)^2$ $R = 0.62'$ $D = 1.24' = 15"$ Pipe

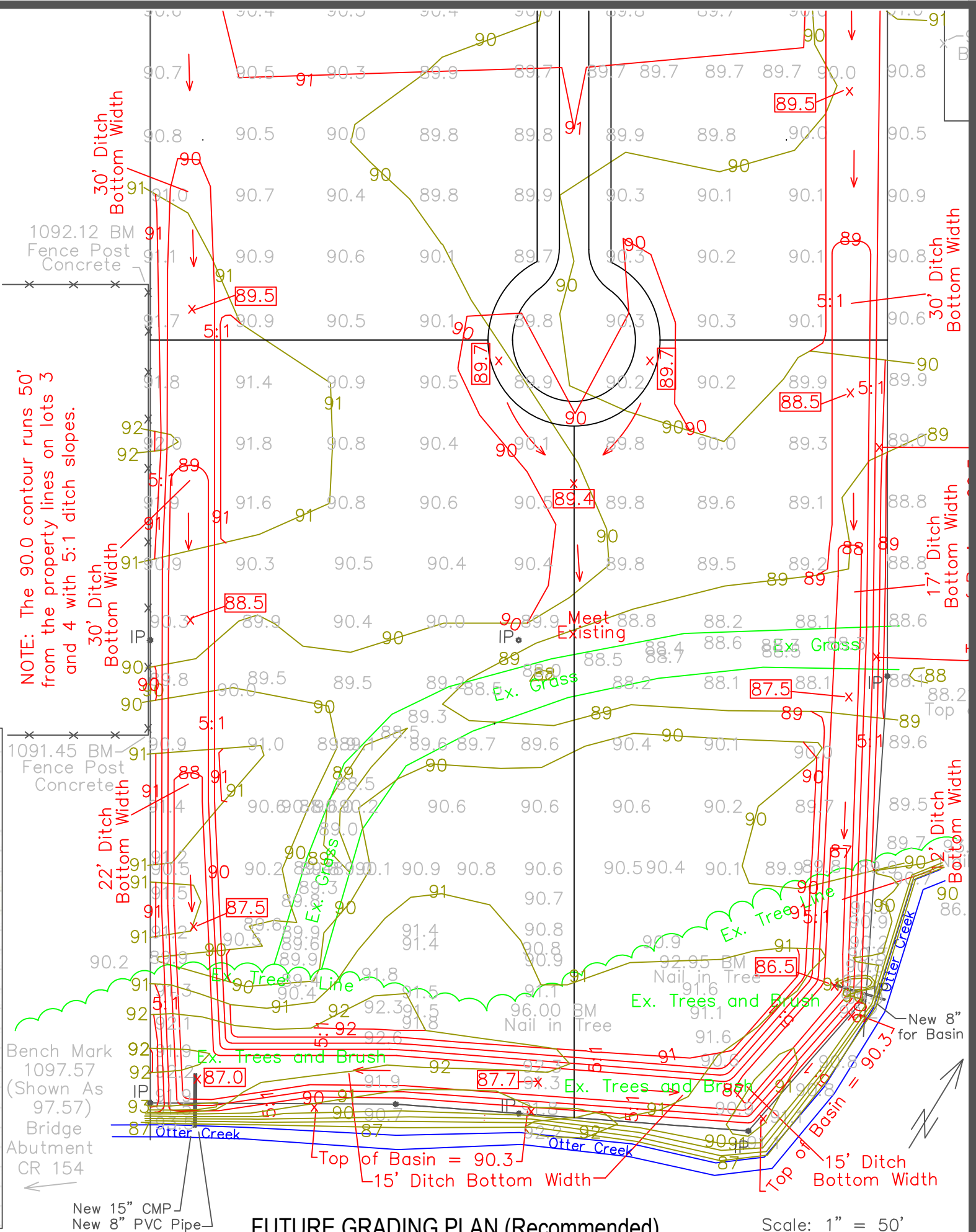
Stormwater Detention Calculations							
Prop. % Impervious =	40		*Area (acres) =	14.5		$C_p =$	0.29
Storm Duration, td, hrs	Runoff Coefficient C Impervious (%)	Rainfall Intensity, i, inches/hr.	Post Inflow Rate (100 year), I(td)=(CiA), cfs	Pre Allowable Outflow Rate (5 year), O=(Cp*3.81*A), cfs	Storage Rate, I(td)-O, cfs	Required Storage, [I(td)-O]td/12, acre-ft (Cu. Ft.)	
0.17	0.32	6.97	32.34	16.02	16.32	0.231196	10,070.92
0.33	0.41	5.36	31.48	16.02	15.46	0.425028	18,514.20
0.5	0.46	4.28	28.55	16.02	12.53	0.521940	22,735.69
0.67	0.50	3.58	25.96	16.02	9.93	0.554646	24,160.36
0.83	0.53	3.05	23.44	16.02	7.42	0.513092	22,350.29
1	0.55	2.61	20.81	16.02	4.79	0.399475	17,401.13
1.5	0.61	2.01	17.63	16.02	1.61	0.201459	8,775.57
2	0.64	1.55	14.38	16.02	-1.64	-0.272842	-11,884.98
3	0.68	1.16	11.44	16.02	-4.58	-1.145863	-49,913.77

*red = input value needed

Required Detention Storage = 24,160 cf (from above)

Storage Provided =

(1089.3-1086.75) (1,952-0) = 4,978 cf
(1089.3-1087.5) (8,584-1,952) = 11,938 cf
(1089.3-1088.5) (18,633-8,584) = 8,039 cf
(1089.3-1089.15) (21,863-18,633) = 485 cf
Total Storage = 25,440 cf
Detention Basin Bottom = 1086.5
Overflow Elevation = 1089.30
Freeboard Elevation = 1090.30



FUTURE GRADING PLAN (Recommended)

Scale: 1" = 50'
 Otter Creek Commercial Park

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JT MOSS PROPERTIES
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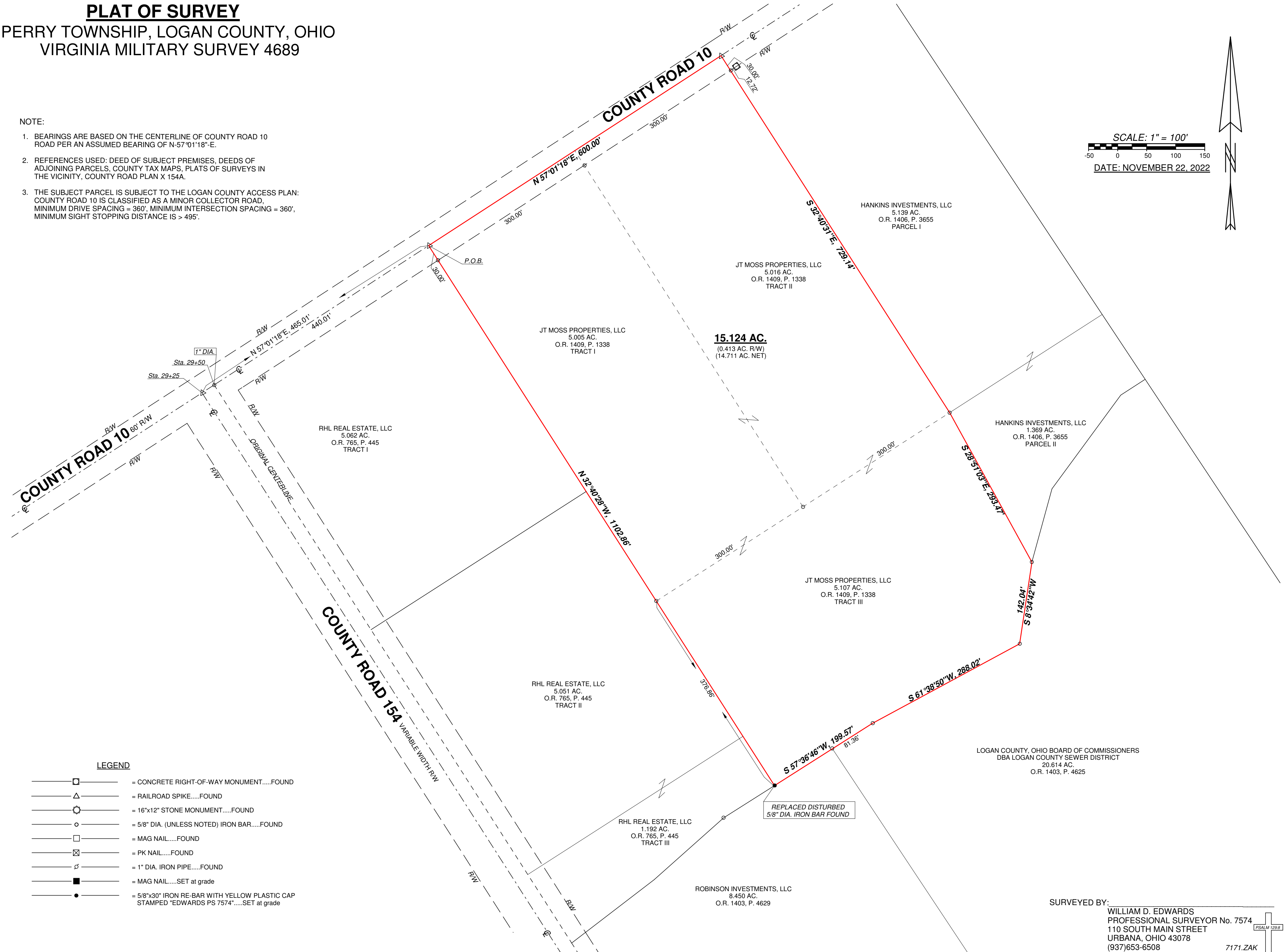
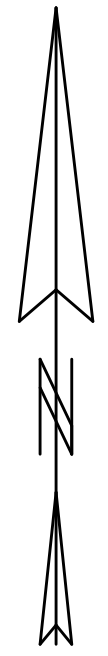
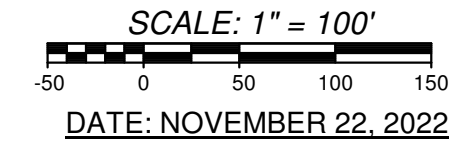
MISCELLANEOUS
 Property/Development.dwg
 ISSUE DATE: 01/19/23
 REVISION DATE: -----

PLAT OF SURVEY

PERRY TOWNSHIP, LOGAN COUNTY, OHIO
VIRGINIA MILITARY SURVEY 4689

NOTE:

1. BEARINGS ARE BASED ON THE CENTERLINE OF COUNTY ROAD 10 ROAD PER AN ASSUMED BEARING OF N-57°01'18"-E.
2. REFERENCES USED: DEED OF SUBJECT PREMISES, DEEDS OF ADJOINING PARCELS, COUNTY TAX MAPS, PLATS OF SURVEYS IN THE VICINITY, COUNTY ROAD PLAN X 154A.
3. THE SUBJECT PARCEL IS SUBJECT TO THE LOGAN COUNTY ACCESS PLAN: COUNTY ROAD 10 IS CLASSIFIED AS A MINOR COLLECTOR ROAD, MINIMUM DRIVE SPACING = 360', MINIMUM INTERSECTION SPACING = 360', MINIMUM SIGHT STOPPING DISTANCE IS > 495'.



LEGEND

- = CONCRETE RIGHT-OF-WAY MONUMENT.....FOUND
- △ = RAILROAD SPIKE.....FOUND
- = 16"x12" STONE MONUMENT.....FOUND
- = 5/8" DIA. (UNLESS NOTED) IRON BAR.....FOUND
- = MAG NAIL.....FOUND
- ⊗ = PK NAIL.....FOUND
- ⊘ = 1" DIA. IRON PIPE.....FOUND
- = MAG NAIL.....SET at grade
- = 5/8"x30" IRON RE-BAR WITH YELLOW PLASTIC CAP STAMPED "EDWARDS PS 7574".....SET at grade

SURVEYED BY:
WILLIAM D. EDWARDS
PROFESSIONAL SURVEYOR No. 7574
110 SOUTH MAIN STREET
URBANA, OHIO 43078
(937)653-6508

7171.ZAK

Transferred 9/9/2022
Fee (ORC 319.22) 440.00
Conveyance 440.00
Exempt DA
Deputy DA
Jack Reiser, Auditor
Logan County, Ohio


20220005878 OR 1409 / p1338 - p1341
DEED CONVEY
Filed in Logan County, OH Fees: \$50.00
Patricia Myers, Recorder 09/09/2022 11:05 AM

General Warranty Deed

Know All Men by These Presents:

That The Link Construction Group, Inc., also known as The Link Construction Co., Inc., a corporation organized and existing under the laws of the State of Ohio for valuable consideration paid, grants, with general warranty covenants, to **JT Moss Properties LLC** its successors and assigns forever, the following described **Real Estate**,

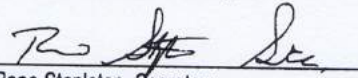
LEGAL DESCRIPTION CONTAINED IN THE ATTACHED EXHIBIT "A", WHICH IS INCORPORATED BY REFERENCE HEREIN.

Last Instrument: Logan County Official Records Volume 413, Page 54; Volume 377, Page 236; and Volume 585, Page 72

And all the **Estate, Right, Title and Interest** of the said grantor in and to said premises; **To have and to hold** the same, with all the privileges and appurtenances thereunto belonging, to said grantee, JT Moss Properties LLC its successors and assigns forever. And the said The Link Construction Group, Inc. does hereby **Covenant and Warranty** that the title so conveyed is **Clear, Free and Unencumbered**, and that they will **Defend** the same against all lawful claims of all persons whomsoever, excepting any taxes and assessments for the year 2022, which may be prorated as of the date of the within instrument.

In Witness Whereof, the said The Link Construction Group, Inc, has caused its corporate name to be subscribed hereto by Reno Stapleton, its Secretary thereunto duly authorized by its Articles of Incorporation and Bylaws, this 9th day of September in the year A.D. Two Thousand Twenty Two.

The Link Construction Group, Inc


Reno Stapleton, Secretary

State of Ohio, Logan County, §:

On the 9th day of September, 2022 before me, a Notary Public in and for said County, personally came Reno Stapleton, Secretary of The Link Construction Group, Inc. the grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed on behalf of the corporation.

Witness my official signature on the day last above mentioned.



Anthony M. Edwards
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

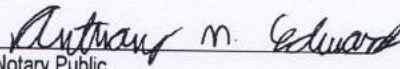

Notary Public

EXHIBIT "A"

Tract I

Situate in the County of Logan and the State of Ohio, and being a part of V.M.S. No. 4689 and being out of a 63.57 acre tract in the name of East Liberty Real Estate Co., as recorded in Official Record No. 121, Page 026 (1-29-1991), known as Tract C. and being more particularly described as follows:

Beginning for reference at a one inch round iron bar found at the intersection of the Centerlines of S. R. No. 347 and C. H. No. 154 and being out of the northwesterly side of said 63.57 acre tract;

Thence with the centerline of S. R. No. 347, N. 58° 38' 00" E., 440.01 feet to a R.R. Spike set for the true place of beginning, (Note: The centerline of S. R. No. 347 is the Basis of Bearing for this survey - N. 58° 38' 00" E.);

Thence continuing with the centerline of S. R. No. 347, N. 58° 38' 00" E., 300.00 feet to a R. R. Spike set;

Thence S. 31° 04' 00" E. 727.57 feet to a 5/8" x 30" Rebar set, passing through a 5/8" x 30" Rebar set at 30.00 feet;

Thence S 58° 56' 00" W., 300.00 feet to a 5/8" x 30" Rebar set, passing through a 5/8" x 30" Rebar set;

Thence N. 31° 04' 00" W., 726.00 feet to the true place of beginning, passing through a 5/8" x 30" Rebar set at 223.70 feet and a 5/8" x 30" Rebar set at 696.00 feet, containing 218,032.685 square feet or 5.005 Acres, more or less.

Of the above described tract, there is 9,000.00 square feet or 0.207 Acres in the right-of-way of S. R. No. 347.

This description is the result of a new field survey made by Daniel E. Gilbert, Reg. Surveyor No. 5402 on November 29, 1994.

Parcel No. 32-112-00-00-031.005

Tract II

Situate in the County of Logan in the Township of Perry and the State of Ohio, and being a part of V.M.S. No. 4689 and being out of a 63.57 acre tract in the name of East Liberty Real Estate Co., as recorded in Official Record No. 121, Page 026 (1-29-1991), known as Tract D. and being more particularly described as follows:

Beginning for reference at a one inch round iron bar found at the intersection of the centerlines of S. R. No. 347 and C. H. No. 154 and being out of the northwesterly side of said 63.57 acre tract;

Thence with the centerline of S. R. No. 347, N. 58° 38' 00" E., 740.01 feet to a R. R. Spike set for the true place of beginning, (Note: The centerline of S. R. No. 347 is the Basis of Bearing for this survey – N. 58° 38' 00" E.);

Thence continuing with the centerline of S. R. No. 347, N. 58° 38' 00" E. ^{300.00} feet to a R. R. Spike set;

Thence S. 31° 04' 00" E., 729.14 feet to a 5/8" x 30" Rebar set, passing through a 5/8" x 30" Rebar set at 30.00 feet;

Thence S. 58° 56' 00" W., 300.00 feet to a 5/8" x 30" Rebar set;

Thence N. 31° 04' 00" W., 727.57 feet to the true place of beginning, passing through a 5/8" x 30" Rebar set at 697.57 feet, containing 218,503.710 square feet or 5.016 Acres, more or less.

Of the above described tract, there is 9,000.00 square feet or 0.207 Acres in the right-of-way of S. R. No. 347.

This description is the result of a new field survey made by Daniel E. Gilbert, Reg. Surveyor No. 5402 on November 29, 1994.

Parcel No. 32-112-00-00-031.006

Tract III

Situated in the Township of Perry, County of Logan, State of Ohio and being a part of Virginia Military Survey No. 4689 and being a part of a 7.668 Acre tract in the name of Richard W. Radlinski et al as recorded in Official Record No. 500 Page 106 (5-7-2001) and now being more particularly described as follows:

Beginning at a 5/8" x 30" Rebar found at the southwest corner to a 5.005 Acre tract in the name of Link Construction Co., Inc. as recorded in Official Record No. 377, Page 236 (8-21-1998) and being in the east line of Richard W. Radlinski et al 5.051 Acre tract (Tract II) as recorded in Official Record No. 246, Page 51 (12-9-1994);

Thence with the south line of said 5.005 Acre tract and the south line of a present 5.016 Acre tract in the name of Link Construction Co. Inc. as recorded on Official Record No. 413, Page 54 (6-1-1999),

N. 58° 56' 00" E. 599.99 feet to a 5/8" x 30" Rebar found at the southeast corner to said 5.016 Acre tract, passing through a 5/8" x 30" Rebar found at the southeast corner to said 5.005 Acre tract and the southwest corner to said 5.016 Acre tract at 300.00 feet, said first described point being the southwest corner to a 5.139 Acre tract (Tract III) in the name of Carl J. Rosebrook, Trustee as recorded in Official Record No. 444, Page 788 (2-28-2000). (Note: This line is the Basis of Bearing for this survey – N. 58° 56' 00" E.);

Thence S. 27° 15' 11" E. 293.90 feet to a 5/8" x 30" Rebar found in the south line of said 7.668 Acre tract and the north line of a 29.736 Acre tract in the name of Gary D. Baker et ux as recorded in Official Record No. 250, Page 468 (2-25-1995) and being and angle point in said line;

Thence with the south line of said 7.668 Acre tract and the north line of said 29.736 Acre tract, S. 10° 11' 00" W. 142.00 feet to a 5/8" x 30" Rebar found at an angle in said line;

Thence continuing with the south line of said 7.668 Acre tract and the north line of said 29.736 Acre tract, S. 63° 17' 00" W. 287.80 feet to a 5/8" x 30" Rebar found at an angle in said line;

Thence continuing with the south line of said 7.668 Acre tract and the north line of said 29.736 Acre tract, S. 59° 13' 40" W. 199.85 feet to a 5/8" x 30" rebar set;

Thence N. 31° 04' 00" W. 377.14 feet to the place of beginning, passing through a 5/8" x 30" Rebar found at the southeast corner to said 5.051 Acre tract at 100.84 feet, containing 222,448.070 square feet or 5.107 Acres, more or less.

Parcel No. 32-112-00-00-031.008

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY SMC 9-9-2022

202200005878

MAD RIVER TITLE AGENCY
PICKUP

**OFFICE OF THE
LOGAN COUNTY ENGINEER
P.O. BOX 427
1991 COUNTY ROAD 13
BELLEFONTAINE, OH 43311
www.co.logan.oh.us**

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

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

February 1, 2023

RE: Otter Creek Commercial Park Preliminary Plat Review Comments

To JT Moss Properties, LLC:

This office has reviewed the Preliminary Plat submission for the subject project. Below are our comments:

1. Page 1 of plans: Include VMS
2. Page 2 of plans: Please clean up the blurry text of the legal description
3. Page 3 of plans: Wt (Westland) soil type is listed but HeA (Henshaw) soil type needs to be shown. Plat needs to list and map both soil types.
4. Page 4 of plans: Phase 1 grading plan: 90' and 91' contours cross. Identify the boundary of the Phase 1 grading plan.
5. Page 4 of plans: It appears that the detention area does not fit entirely within the 50' drainage easement. I recommend adjusting the easement to fully contain the detention area needs.
6. Page 5 of plans: The proposed pavement design is for a local residential street. A detailed pavement design needs to be completed for estimated commercial development based on allowable uses within the zoning district.
7. Page 5 of plans: A 24' wide road is shown and thus the radii need changed to reflect Logan County Technical Design Standards (LCTDS) Drawing B-5 showing radius A should equal 80' and radius B should equal 60'; this was requested in the sketch review comments and plans have not been updated accordingly.
8. Please provide a more detailed typical section view of what is in the 60' right-of-way (i.e. the proposed roadway, the berm, ditches)
9. Page 5 of plans: Please provide vertical curve details for the grade change near station 1+00 to ensure the proposed roadway meets the criteria in Section 101: G: Vertical Alignment of the LCTDS
10. Page 5 of plans: Please use a different line type so that we can better differentiate between existing and proposed roads on the Profile
11. Proposed driveway location meets the LCEO Access Management Regulations because:
(1) CR 10 is a minor collector (2) New low volume driveways on Minor Collector roads need at least 360-feet of space between drives (3) The Otter Creek Subdivision proposed

driveway is spaced approximately 380-feet from the Hankins Investments LLC driveway. Of note: Otter Creek Subdivision traffic counts must stay within 100 trip ends to maintain a low volume driveway status

12. Map Room comments: Please see attachment
13. Provide evidence that the Logan County Health District comments from the sketch plan review have been addressed. Specifically, "The developer will need to work with the Logan County Health District to evaluate individual well and septic requirements for each lot."
14. Has a Floodplain Determination Form been provided per the Logan Soil and Water Conservation District and Floodplain Administrator requirements stated in their sketch plan review comments?

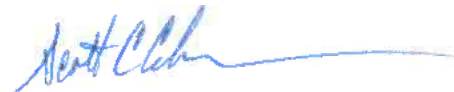
Construction comments:

1. Page 8 of plans: Stormwater design needs to treat the entire existing surface as cultivated agricultural land. Stormwater calculations should be based upon an estimate of the impervious areas for the entire site.

2. Adequacy of final storm water control measures must be approved by County Engineer and Logan County Soil and Water.

If you have any questions or concerns about these comments please contact me at our office at 937-592-2791.

Sincerely,



Scott C. Coleman, P.E., P.S.
Logan County Engineer

Attachments: (1) Map Room comments and (2) Soil map of property

Cc: Perry Township Trustees, Perry Township Fire Department, Perry Township Zoning Inspector, LUC, Health District, LCSWCD and Floodplain Administrator, LC Sewer District, LC Commissioners, Mike Heintz

Perry Township

Office of the Zoning Inspector

February 2, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Brad Bodenmiller
PO Box 219
East Liberty, OH 43319
bradbodenmiller@lucplanning.com

**RE: Otter Creek Commercial Park – Preliminary Plat
Zoning Compliance – Action Required by Applicant**

Dear Mr. Brad Bodenmiller:

I reviewed the Preliminary Plat and determined it does not comply with the Perry Township Zoning Resolution. Below, I've listed what is non-compliant and a course of action for the owner:

- Perry Township has a depth:width ratio. This reads, "No lot shall have an average depth, which is more than three (3) times its average width" (pp. 46).
 - Lot 3 does not meet the 3:1 ratio. It appears to be 3.3-3.4 times deeper than the width of 187.94'.
 - Lot 4 does not meet the 3:1 ratio. It appears to be 3.1 times deeper than the width of 187.94'.
- An application to the Perry Township Board of Zoning Appeals (BZA) and approval for the variance requests is required. If not granted, the lots would need to be made compliant.

Aside from the Preliminary Plat, one of the proposed uses may require action by the Zoning Commission/Board of Trustees or BZA. The definition of service business reads, "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" (pp. 41). Currently, "service business" is not a permitted/conditional use in the M-1 Light Manufacturing District. This would need added as a permitted/conditional use in the M-1 District by Zoning Commission/Board of Trustees or a use variance granted by BZA in order to be allowed.

Please contact me with any questions you may have regarding this letter at (937) 666-5402. I will be glad to provide a copy of variance application to the owner if requested.

Sincerely,



Dan Ackley
Zoning Inspector, Perry Township

APPLICATION FOR VARIANCE – BOARD OF ZONING APPEALS

Perry Township Logan County, Ohio Application # _____

Name of Applicant: _____

Mailing Address: _____

Telephone Number: _____

Locational Description: Section _____ Range _____ Township _____

OR Virginia Military Survey Number _____ Lot# _____

(If not in a platted subdivision or community, attach a legal description) -

Nature of Variance: Describe generally the nature of the Variance _____

In addition, plans in duplicate and drawn to scale must accompany this application showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic peculiarities of the lot in question.

Justification of Variance: In order for a variance to be granted the application must prove to the Board of Zoning Appeals that the following items are true: (Please attach these comments on a separate sheet)

- a. Special conditions exist peculiar to the land or building in question.
- b. That a literal interpretation of the resolution would deprive the applicant of right enjoyed by other property owners.
- c. That the special conditions do not result from previous actions of the applicant.
- d. That the requested variance is the minimum variance that will allow a reasonable use of the land or buildings.

I certify that the information contained in this application and its supplements is true and correct.

Signature of Applicant

Date



February 8, 2023

Michael L. Heintz, P.E., P.E.,
Heintz Engineering, LLC
231 Sandpiper Pl.
Sidney, Ohio 45365

RE: Otter Creek Commercial Park Subdivision

Dear Mr. Heintz,

On February 8, 2023, at its regularly scheduled meeting, the Logan County Board of Health reviewed the plans for the Otter Creek Commercial Park Subdivision consisting of four (4) commercial lots. The lots under review are proposed to connect to sanitary sewer upon completion of the proposed East Regional Wastewater Treatment Plant planned for south of the subdivision across Otter Creek. Until its completion, the lots would utilize three-year variances for on lot holding tanks with high water level alarms and service contracts with registered septage haulers. If near the end of the three-year variance sanitary sewer is not yet available, the variances will be reevaluated to see if an extension is warranted or if the holding tanks must be replaced with aeration systems with UV disinfection and spray irrigation. Water supplies will be provided by drilled wells.

Therefore, please allow this notice to serve as necessary approval of individual water wells and sewage treatment systems for the Otter Creek Commercial Park Subdivision to proceed with Preliminary Plat review by the LUC Regional Planning Commission as currently proposed. Our staff will work with our registered contractors, well drillers, sewage system installers as well as engineers to review design, permitting, installation and final inspections of such systems on a lot-by-lot basis.

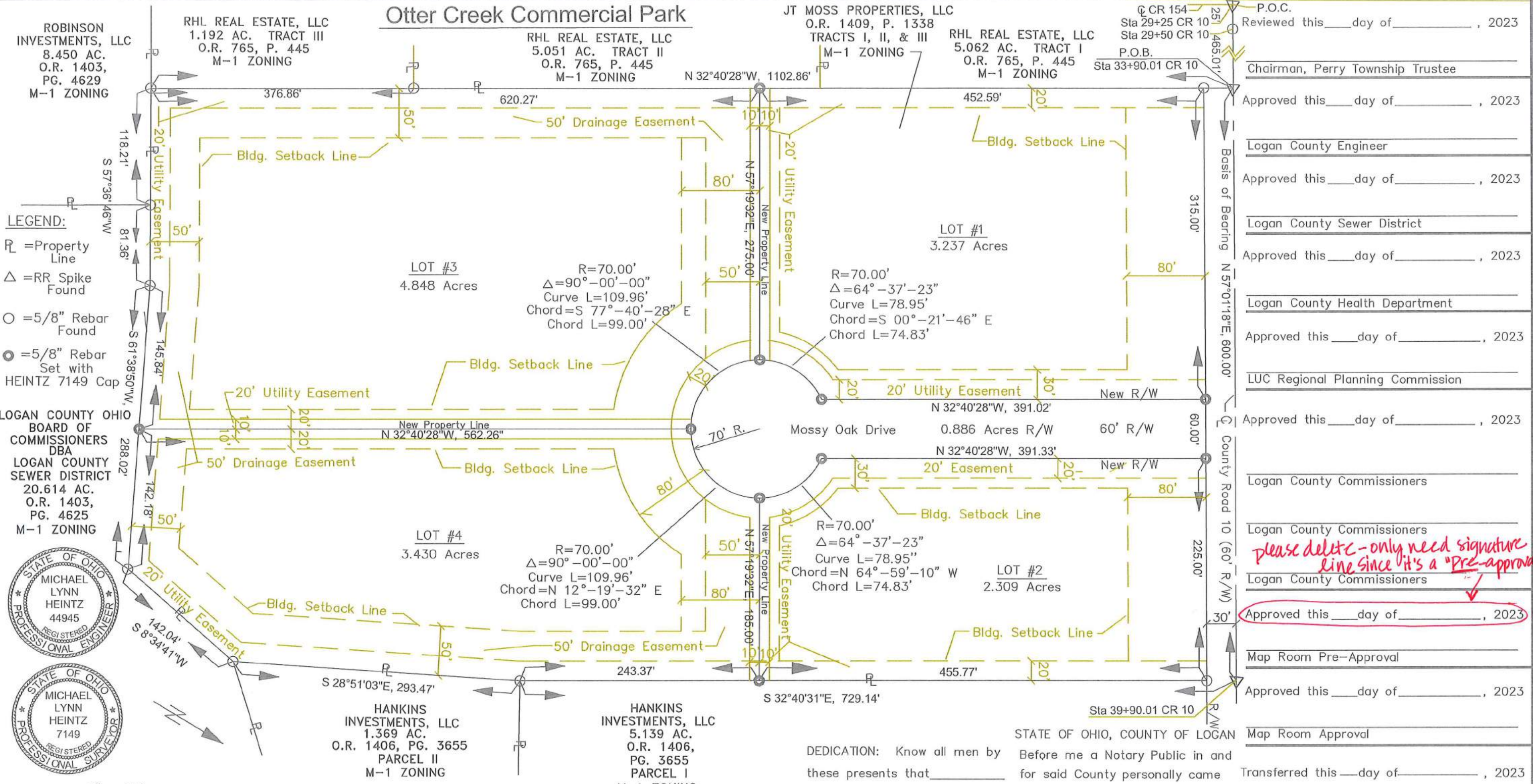
It is the expectation of the Logan County Health District that your engineers and contractors will fully comply with OEPA storm water permits, with local zoning and with the Logan County Building Authority. Thank you for your cooperation. The staff of this office looks forward to the success of this development.

Sincerely,

Grant Varian, MD
President, Logan County Board of Health

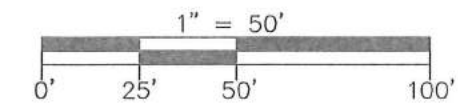
cc: mikeheintz@gmail.com
jeff@hbielectric.com
bradbodenmiller@lucplanning.com

Otter Creek Commercial Park

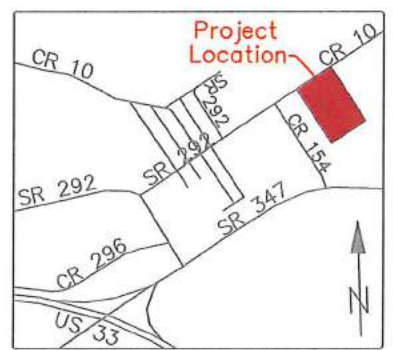


- LEGEND:**
- \square = Property Line
 - \triangle = RR Spike Found
 - \circ = 5/8" Rebar Found
 - \odot = 5/8" Rebar Set with HEINTZ 7149 Cap

LOGAN COUNTY OHIO BOARD OF COMMISSIONERS DBA LOGAN COUNTY SEWER DISTRICT
 20.614 AC. O.R. 1403, PG. 4625 M-1 ZONING



FEMA FLOOD MAP
 390772 0150C ZONE 'C'



DEDICATION: Know all men by these presents that _____ owner of the land indicated on the accompanying plat, has authorized the platting thereof and do hereby dedicate the streets, easements, and right-of-way to the Public forever.

STATE OF OHIO, COUNTY OF LOGAN Before me a Notary Public in and for said County personally came _____ 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 set my hand and affixed my official seal _____ day _____, 2023.

P.O.C. Reviewed this ___ day of _____, 2023

Chairman, Perry Township Trustee _____

Approved this ___ day of _____, 2023

Logan County Engineer _____

Approved this ___ day of _____, 2023

Logan County Sewer District _____

Approved this ___ day of _____, 2023

Logan County Health Department _____

Approved this ___ day of _____, 2023

LUC Regional Planning Commission _____

Approved this ___ day of _____, 2023

Logan County Commissioners _____

Logan County Commissioners _____

Logan County Commissioners _____

Approved this ___ day of _____, 2023

Map Room Pre-Approval _____

Approved this ___ day of _____, 2023

Map Room Approval _____

Transferred this ___ day of _____, 2023

Logan County Auditor _____

Recorded in Plat Cabinet ___ Slide _____

Received for Record at ___ o'clock ___ m this ___ day of _____, 2023

Logan County Recorder _____

please delete - only need signature line since it's a "pre-approval"

Michael L. Heintz, P.E., P.S.
 231 Sandpiper Place
 Sidney, Ohio 45365
 Ph. 937-710-3310
 mikeheintz@gmail.com

HEINTZ ENGINEERING, LLC

JT MOSS PROPERTIES
 10331 Scott Road Sidney, Ohio 45365
 937-539-0664

SUBDIVISION PLAT
 Property/Development: dwg
 ISSUE DATE: 01/18/23
 REVISION DATE: _____

1

1-9-2023

LEGAL DESCRIPTION FOR JT MOSS PROPERTIES 15.124 ACRE TRACT

Being situate in the State of Ohio, County of Logan, Township of Perry, and being a part of Virginia Military Survey 4689, and being more particularly described as follows:

Beginning for reference at a Railroad Spike found at the intersection of the centerline of County Road 10 (60' right-of-way) and the existing centerline of County Road 154 (variable width right-of-way), being at Station 29+25 of County Road 10;

Thence with the centerline of County Road 10, N-57°01'18"-E, 465.01'(feet) to a Railroad Spike found at the PRINCIPLE PLACE OF BEGINNING for the tract hereinafter described, also being at the Northeast corner of a 5.062 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract I, passing for reference a 1" diameter iron bar found at on the Original centerline of County Road 154 at Station 29+50 at 25.00'(feet);

Thence continuing with the centerline of County Road 10, N-57°01'18"-E, 600.00'(feet) to a Railroad Spike found at the Northwest corner of a 5.139 acre tract conveyed to Hankins Investments, LLC, by deed recorded in Official Record 1406, Page 3655, Parcel I;

Thence with the West line of the 5.139 acre tract, S-32°40'31"-E, 729.14'(feet) to a 5/8" diameter iron bar found at the Northwest corner of a 1.369 acre tract conveyed to Hankins Investments, LLC, by deed recorded in Official Record 1406, Page 3655, Parcel II, passing for reference a 5/8" diameter iron bar found on the right-of-way line of County Road 10 at 30.00'(feet) and a 5/8" diameter iron bar set at 485.77' (feet);

Thence with the West line of the 1.369 acre tract, S-28°51'03"-E, 293.47'(feet) to a 5/8" diameter iron bar found on a North line of a 20.614 acre tract conveyed to Logan County Ohio, Board of Commissioners DBA Logan County Sewer District, by deed recorded in Official Record 1403, Page 4625;

Thence with the bounds of the 20.614 acre tract the following two (2) courses:

1. S-8°34'41"-W, 142.04'(feet) to a 5/8" diameter iron bar found;
2. S-61°38'50"-W, 288.02'(feet) to a 5/8" diameter iron bar found passing a 5/8" diameter iron bar set at 142.18' (feet);

Thence continuing with the bounds of the 20.614 acre tract and with a North line of an 8.450 acre tract conveyed to Robinson Investments, LLC, by deed recorded in Official Record 1403, Page 4629, S-57°36'46"-W, 199.57'(feet) to an iron bar found at the Southeast corner of a 1.192 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract III, passing for reference a 5/8" diameter iron bar found at 81.36'(feet);

Thence with the East line of the 1.192 acre tract, and with the East line of a 5.051 acre tract conveyed to RHL Real Estate, LLC, by deed recorded in Official Record 765, Page 445, Tract II, and with the East line of aforementioned RHL Real Estate's 5.062 acre tract, N-32°40'28"-W, 1102.86'(feet) to the place of beginning, passing for reference a 5/8" diameter iron bar found at 376.86'(feet), a 5/8" diameter rebar found at 620.27'(feet), and a 5/8" diameter iron bar found on the right-of-way line of County Road 10 at 1072.86'(feet).

Containing 15.124 acres, 0.413 acre of which is within the right-of-way of CR 10, 0.886 acre within the right-of-way of Mossy Oak Drive leaving 13.825 acres net and being subject to the rights of all legal highways and all easements of record.

Being all of a 5.005 acre tract, a 5.016 acre tract, and a 5.107 acre tract conveyed to JT Moss Properties, LLC, by deed recorded in Official Record 1409, Page 1338, Tracts I, II, & III, of the Logan County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, PS #7574, on November 22, 2022. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "HEINTZ PS 7149". Bearings are based on the centerline of County Road 10 per an assumed bearing of N-57°01'18"-E.

Michael L. Heintz, P.S. 7149

PROTECTIVE COVENANTS:

All lots within this subdivision shall be known and described as commercial/industrial lots and are to be used for commercial/industrial purposes only. No building or structure shall be erected for any other use or purpose.

Lots #1 and #2 shall have no direct vehicular or driveway access to County Road 10.

The storm detention areas and the drainage easements, ditches, swales, outlet pipes or structures etc. indicated on the plat shall be for the detention and transport of surface and storm waters for the benefit of all lot owners. All of these drainage areas and items shall be maintained by the owner of the lot on which they are located. This includes, but is not limited to mowing and maintaining lawns, clearing all debris, cleaning sediment that may accumulate over time, etc. The site design for Lots #3 and #4 must maintain positive drainage from the end of the cul-de-sac to the detention basin.

(I don't see anything labeled as such on the plat)

Easements shown on the plat around the cul-de-sac are for are for the construction, operation, maintenance, repair, replacement, or removal of water, gas, sanitary sewer, storm sewer, electric, telephone, or other utility lines or services and for the express privilege or removing any obstruction to the free use of said utilities and for providing of ingress or egress over the property for such purpose.

All utility lines such as telephone or power shall be installed underground. All service drops and exterior lighting feeder lines shall be installed underground. All transformers shall be pad mounted or mounted below grade.

If lot line adjustments are made within the subdivision, a ten foot wide utility easement shall be established along both sides of a new side lot line and along the rear lot line. Also a twenty foot building setback line shall be established on both sides of said new side lot line and along the rear lot line.

No lots in this subdivision shall be used for any unlawful purpose or in any way which would constitute a legal nuisance to other property owners in said subdivision, as a discotheque, dance hall, or night club, as a massage parlor, funeral parlor, bingo parlor, car wash, or any use which emits a strong, unusual, offensive, or obnoxious odor, fumes, dust, or vapors, or any sound which can be heard outside of any buildings in said subdivision. Lot use also may not include a second-hand store, mobile home or trailer park, junk yard, dry cleaners, adult bookstore or establishment exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction. Lot use may not include pool halls, billiard hall, topless bar or other establishment exhibiting nude or partially nude persons including body paint, gun range, bar or tavern, or any use which creates fire, explosives, or other hazards.

All buildings are to be steel structures. No pole barns are permitted. All buildings are to be properly maintained, free of rust, peeling paint, etc. with landscaping neat and trimmed, kept in a manner deemed attractive to the average person.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The restrictions above shall be for the benefit of all of the lot owners in Otter Creek Commercial Park. Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs resulting from said violation.

The covenants and restrictions shall run with the land and shall be binding until January 1, 2032, at which time said covenants and restrictions shall be automatically renewed for successive ten year periods.

All easements and rights-of-way provided for public services or utilities. No permanent structures, plantings, etc. shall be permitted in the easement areas.

Michael L. Heintz, P.E., P.S.
231 Sandpiper Place
Sidney, Ohio 45365
Ph. 937-710-3310
mikeheintz0@gmail.com



JT MOSS PROPERTIES
10331 Scott Road Sidney, Ohio 45365
937-539-0664

LEGAL DESCRIPTION & PROTECTIVE COVENANTS <small>PropertyDevelopment.dwg</small>	REVISION DATE: -----
ISSUE DATE: 01/18/23	



324 Co. Rd. 11
Bellefontaine, Ohio 43311-9748
Telephone: (937) 404-3150
www.co.logan.oh.us/454/Soil-Water-Conservation-District
jennifer.snipes@oh.nacdnet.net

January 30, 2023

LUC Regional Planning Commission
c/o Bradley Bodenmiller

RE: Otter Creek Commercial Park- Preliminary Plat

Mr. Bodenmiller,

The only suggestion I have after the review of the preliminary plat for Otter Creek Commercial Park is to add the preliminary FEMA flood map panel number for this site in addition to the current effective FEMA flood map panel already listed.

I am hopeful that the review process of the preliminary maps will be complete before this development would be moving forward for construction and think it would be beneficial for individuals in the future to have the "new" map panel number to reference. The preliminary number is 39091C0350E. Again, I recommend including this in addition to the current listing of 390772 0150C.

Please call 937-404-3147 or email allison.fowler@oh.nacdnet.net if you have questions, etc.

Thank you,

Allison Fowler
Floodplain Administrator
Logan Soil and Water Conservation District



Zoning & Subdivision Committee
Thursday, February 9, 2023

The Zoning and Subdivision Committee met in regular session on Thursday, February 9, 2023, at 12:15 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Doug Crabill for Tyler Bumbalough, Scott Coleman, Gram Dick, Wes Dodds, Todd Freyhof, Jeff Beard for Ashley Gaver, Heather Martin, Tammy Noble, Steve Robinson, Aaron Smith, and Luke Sutton for Jeff Stauch. Absent Members were Steve McCall, and Tom Scheiderer.

Guests: Eric Snowden, Jerome Township; Greg Iiams, Village of Russells Point; Matt Chamberlain; Wade Dunham, Evergreen Land Company.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Steve Robinson moved a motion to approve the minutes from the January 12, 2023, meeting as written, and Todd Freyhof seconded. All in favor.

1. Review of Farm at Indian Run Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
 - Todd Freyhof moved a motion to recommend approval with conditions of Farm at Indian Run Preliminary Plat Extension and Doug Crabill seconded. All in favor.
2. Review of Glacier Pointe Section 2 Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
 - Doug Crabill moved a motion to recommend approval with conditions of Glacier Pointe Section 2 Preliminary Plat Extension and Wes Dodds seconded. All in favor.
3. Review of New California Hills XIII Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Todd Freyhof moved a motion to recommend approval with the technical condition listed in the staff report of the New California Hills XIII Final Plat and Steve Robinson seconded. All in favor.
4. Review of Otter Creek Commercial Park Preliminary Plat (Logan County) – Staff Report by Brad Bodenmiller
 - Scott Coleman provided more information regarding this item.
 - Tammy Noble – Regardless of their situation with the Board of Health, will there be inspections on a regular basis?
 - Brad Bodenmiller – That’s a Board of Health question. I don’t have an answer because that’s not part of our LUC process.



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Tammy Noble – What would prompt them to agree to connect if utilities come available?
 - Brad Bodenmiller read the Health Department’s approval which addresses this issue.
 - Doug Crabill – I know you talked about the cul-de-sac. Just a little surprised that there’s 100 feet between right of ways and 24-feet is all that’s required. Doug shared what Urbana’s zoning says.
 - Scott Coleman – Our requirement is 20 feet, and we don’t distinguish between residential and commercial.
 - Doug Crabill provided more information on what Urbana does.
 - Scott Coleman provided information regarding the rural area and M1 zoning and how it applies.
 - Tammy Noble moved a motion to recommend accepting the request to table of the Otter Creek Commercial Park Preliminary Plat and Steve Robinson seconded. All in favor.
5. Subdivision Regulations
- Brad informed the group that he would like to reconvene meeting again. Scott Coleman is fine with it and provided some background on the process.
6. Depth to Width Ratio Discussion
- Aaron and Gram provided a presentation on this item.
 - Eric Snowden clarified that Jerome Township does not have this regulation, but he agrees with Method B. He provided further information on his opinion on this.
 - Doug Crabill believes the images should be included in the model text to make it easier to understand. When you talk about flag lots and shared drives, does this address those?
 - Brad Bodenmiller – I think this helps with that.
 - Eric Snowden provided how Jerome Township handles it.
 - Steve Robinson provided information on how the township he is in has handled this, which is method B. Steve served for many years on their BZA.
7. Lunch for Zoning & Sub Meetings
- Brad provided information on this for discussion.
 - The Board is fine with continuing the policy of lunch being provided for meetings scheduled to happen at 12:15 pm or earlier.

The Zoning and Subdivision Committee adjourned at 1:00 pm with Doug Crabill moving a motion to adjourn and Todd Freyhof seconded. All in favor.