



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning & Subdivision Committee Thursday, November 9, 2023, 12:30 pm

- Minutes from the last meeting of October 12, 2023
 1. Review of ERN-1 Phase 4 Final Plat (Union County) – Staff Report by Brad Bodenmiller
 2. Review of Glacier Pointe Section 5 Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 3. Review of Jerome Professional Park Preliminary Plat (Union County) - Staff Report by Brad Bodenmiller
 4. Review of Dover Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick
 5. Review of Lake Township Zoning Text Amendment (Logan County) - Staff Report by Aaron Smith

Members:

Tyler Bumbalough – City of Urbana Engineer
Scott Coleman – Logan County Engineer
Weston R. Dodds – City of Bellefontaine Safety Service Director
Ashley Gaver – City of Marysville
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

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

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



Applicant:	<p>Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.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 Eversole Run Neighborhood, Section 1, Phase 4 – Final Plat.
Location:	Located north of Wells Road and southwest of the intersection of Hyland-Croy Road and Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 14.054 acres of land and proposes 16 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 1.113 acres in right-of-way ○ 6.298 acres in single-family residential lots ○ 6.643 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water service ○ Jerome Village Community Authority collection and City of Marysville sanitary waste treatment <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The current Preliminary Plat was approved in August 2017 with subsequent extensions in August 2019, August 2021, and August 2023. Initially, the Plat was called Eversole Run Neighborhood, Section 1 (North). ○ The ERN Section 1, 4, and 5 Preliminary Plat was approved April 2014. A portion of Section 1, the northern portion, did not go through the final plat process and it expired. ○ The Phase 1 Final Plat was approved in July 2015. ○ The Phase 2 Final Plat was approved in December
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	<p>2017.</p> <ul style="list-style-type: none">○ The Phase 3 Final Plat was approved in February 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none">○ The Engineer’s Office submitted comments in a letter dated 11-03-23. The Engineer’s Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond was required, but none has been approved yet. The Engineer’s Office recommended denial due to the outstanding bond. The Engineer’s Office reserved the right to change its recommendation, should the bond be approved prior to the LUC meetings. <p>• Union Soil & Water Conservation District</p> <ul style="list-style-type: none">○ In an email dated 10-26-23, the District advised it had no comments. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ In an email dated 10-24-23, the Health Department advised it had no comments. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”
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	<ul style="list-style-type: none"> • City of Marysville <ul style="list-style-type: none"> ○ In an email dated 11-01-23, the City advised it had no comments. • Jerome Township <ul style="list-style-type: none"> ○ The Township submitted comments in a letter dated 10-23-23. The Final Plat complies with the approved Development Plan. 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: The table titled Minimum Lot Size should be titled “Minimum Lot Area”. • ODOT District 6 <ul style="list-style-type: none"> ○ No comments received as of 11-01-23. • Union Rural Electric <ul style="list-style-type: none"> ○ In an email dated 10-31-23, URE advised it had no comments. • LUC Regional Planning Commission <ol style="list-style-type: none"> 1. Sheet 1: Are the density calculation figures accurate? Please review and adjust if appropriate (§323, 1.). 2. Sheet 2/3: There are two, separate areas of open space. However, both have the same label of DOS-D (§323, 10.). 3. Sheet 2/3: The Preliminary Plat included open space to the north of this section. Is it the applicant’s intention to plat this (§323, 10.)? 4. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).
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<p>Staff Recommendations:</p>	<p>Staff recommends DENIAL of Eversole Run Neighborhood, Section 1 (ERN-1), Phase 4 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 11-09-23 LUC meetings, confirmation of approval of the outstanding bond or other</p>
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Logan-Union-Champaign regional planning commission

Staff Report – ERN-1 Phase 4

	surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise.
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Z&S Committee Recommendations:	
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Application for Final Plat Approval

Date: _____

Name of Subdivision: _____

Section/Phase: _____ Block _____

Location: _____

Township: _____ Military Survey: _____

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

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

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Acreage w/in Approved Preliminary Plat: _____ Acres

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

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



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Director: Bradley J. Bodenmiller

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

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

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

Typical Lot Width: _____ Feet Typical Lot Area: _____

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

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

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: _____

Approved method of Sanitary Waste Disposal: _____

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

Approved 50' righth-of-way Widths Resolution #306-09 Date 6-11-09

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

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

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

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

Bond has been submitted to County Engineer? _____

Bond approved by County Commissioners? _____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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East Liberty, Ohio 43319

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Final Plat Review Checklist

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



Logan-Union-Champaign regional planning commission

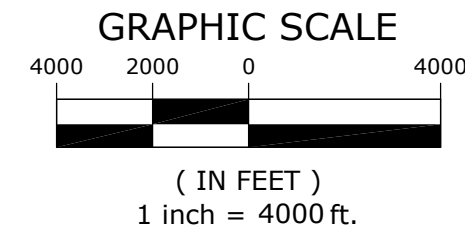
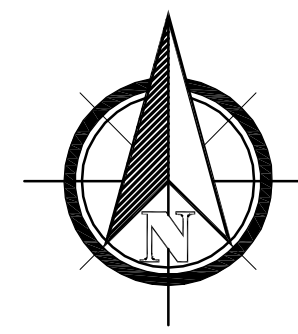
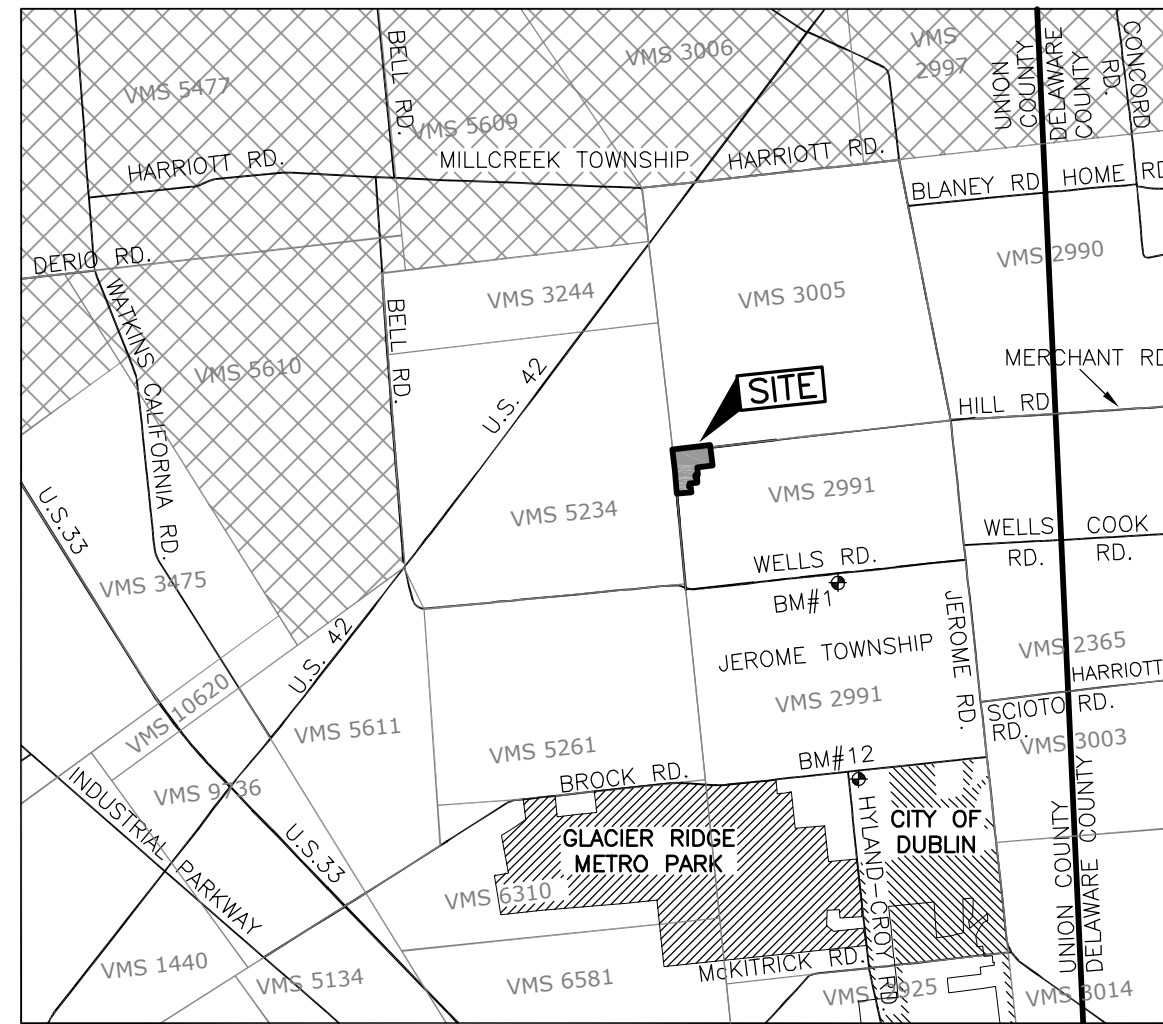
Director: Bradley J. Bodenmiller

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

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LOCATION MAP



EVERSOLE RUN NEIGHBORHOOD SECTION 1 PHASE 4

SITUATED IN VIRGINIA MILITARY SURVEY'S No.2991 AND 3005 JEROME TOWNSHIP, UNION COUNTY, OHIO

Situated in State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 2991 and Virginia Military Survey No. 3005, being 14.054 acres of land of which 9.191 acre of land is located in the remainder of that 23.968 acre tract of land as described in a deed to said Jerome Village Company, LLC, of record in Official Record 739, Page 121 and 4.863 acres of land is located in the remainder of that 52.840 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Instrument No. 201408010005206, Recorder's Office, Union County, Ohio

SHEET INDEX
Sheet 1 - Title/Signature Sheet
Sheet 2 - ERN 1-4 Index/Overview
Sheet 3 - ERN 1-4 Detail Sheet

BASIS OF BEARINGS
The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone as established by GPS observations.

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

In witness thereof, the following have set their hand this ____ day of _____, 2023.

Jerome Village Company, LLC:
By: Nationwide Realty Investors, Ltd., its manager

By: _____
James Rost, Vice President

Signed and acknowledged in the presence of:

Signature: _____ Witness

Printed Name: _____

Signature: _____ Witness

Printed Name: _____

STATE OF OHIO
COUNTY OF UNION
Before me, a Notary Public in and for said County, personally appeared James Rost, Vice President of Nationwide Realty Investors, Ltd., as manager of Jerome Village Company, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2023.

Signature: _____ My commission expires: _____
Notary Public

Reviewed this ____ day of _____, 2023: _____
Chairman, Jerome Township Trustees

Approved this ____ day of _____, 2023: _____
Union County Health Department

Approved this ____ day of _____, 2023: _____
Union County Engineer

Approved this ____ day of _____, 2023: _____
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 _____, 2023: _____
Union County Commissioner

Union County Commissioner _____
Union County Commissioner

Transferred this ____ day of _____, 2023: _____
Union County Auditor

Filed for record this ____ day of _____, 2023, at ____ am/pm.

Recorded this ____ day of _____, 2023 at ____ am/pm in

Plat Book _____, Page _____ Slide _____
Union County Recorder

ERN 1-4 Area Summary

Right-of-Way (Township)	1.113	AC
Lots	6.298	AC
Open space (DOS)	6.643	AC
Total	14.054	AC

ERN 1-4 Lot Summary

90' Lot Width	2
100' Lot Width	14

ERN 1-4 Density

Gross (Lots/Total Area)	1.139 du/ac
Net (Lots/Lot Area)	2.541 du/ac

Minimum Lot Size

90' Lot Width	11,700	SF
100' Lot Width	13,000	SF

Setbacks

	90' Lot Width	100' Lot Width
Front Yard	25 FT	25 FT
Rear Yard	30 FT	30 FT
Side Yard	8 FT	10 FT

PARCEL BREAKDOWN

Parcel Number	Map/GIS Number	Acres of Parcel within ERN 1-4
17-0010020.0000	126-00-00-016.000	9.191 AC.
17-0012013.0010	126-00-00-015.005	4.863 AC.

*DOS = DESIGNATED OPEN SPACE

Zoning Note:

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

Jerome Village Blanket Notes

- Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the Federal Emergency Management Agency Flood Insurance Rate Maps, Map Number 39159C0380D, 39159C0385D, 39159C0390D and 39159C0395D, effective dates December 16, 2008. 39159C0385D is a non-printed panel with no flood hazard areas.
- Note B: Be advised; a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.
- Note C: All storm water drainage including flood routing, open ditches and basins which accept public storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a separate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.
- Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, etc. shall be removed from streams that will be a part of the Union County ditch maintenance program.
- Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil & Water Conservation District for access to said streams prior to acceptance.
- Note F: Removed (not applicable to ERN 1-4)
- Note G: Existing and proposed trees are allowed within right-of-way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.
- Note H: Vegetated swales, including rain gardens & bio-swales, are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8' and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.
- Note I: Removed (not applicable to ERN 1-4)
- Note J: Mounding, landscaping, or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

Jerome Village Variances

- 1. Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village. Resolution #306-09. Dated 6-11-09.
- 2. Variance has been approved from the Union County Subdivision Regulations, Section 406, requirement of 80' of separation from driveways to existing or proposed roadways.

SURVEYOR CERTIFICATION:

- American Land Surveyors** do hereby certify the following:
- The accompanying plat represents a subdivision of land in VMS 2991 and 3005, Jerome Township, Union County, Ohio.
 - The tract has an area of 1.113 acres in streets, 6.298 acres in lots, and 6.643 acres in reserves making a total of 14.054 acres.
 - This plat was prepared based on a field survey performed in November, 2016 by American Land Surveyors, LLC.
 - All dimensions are shown in feet and decimal parts thereof, dimensions shown along curved lines are chord distances.
 - This property is located in Zone X per F.E.M.A. Community Panel No. 39159C0390D, dated December 16, 2008.
 - Monumentation set at the locations shown hereon consist of a 5/8" inch steel reinforcing rod, 30 inches in length affixed with an orange plastic cap bearing the inscription " Jon Adcock, S-8461 ", Right-of-way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
 - Additional Monuments shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the Lot being sold. Lot monumentation may have a cap and inscription that varies from above.
 - The accompanying plat is a correct representation of Eversole Run Neighborhood, Section 1, Phase 4 as surveyed.

Signed and sealed this ____ day of _____, 2023.

DEVELOPER:
Jerome Village Company, LLC.
375 N. Front Street, Suite 200
Columbus, Ohio 43215
Attention: Gary Nuss

SURVEYOR:
American Land Surveyors, LLC
8439 Voris Road
Logan, Ohio 43138
Attn: Jon (Brett) Adcock, P.S.

8439 Voris Road
Logan, OH 43138
Contact: Brett Adcock
(740) 654-0600 - Lancaster
(614) 837-0800 - Columbus
www.americanlandsurveyors.com

Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	OCTOBER 19, 2023	
SCALE:	N/A	

EVERSOLE RUN NEIGHBORHOOD, SECTION 1, PHASE 4 IS SUBJECT TO JEROME VILLAGE MASTER DEED DECLARATION AND RESTRICTIONS AS RECORDED IN VOLUME 907 PAGES 572, UNION COUNTY RECORDER'S OFFICE, AS AMENDED, THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS AS RECORDED IN VOLUME 911, PAGE 922, UNION COUNTY RECORDER'S OFFICE AND THE DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JVCA RECORDED IN VOLUME 859 PAGE 275, UNION COUNTY RECORDER'S OFFICE.

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

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

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

- Miscellaneous Restrictions/Notes**
- This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil and crops, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first getting permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimmings from lawns, tree, bushes, plants, etc. or other wastes that you may generate on agricultural land. Dispose of all wastes appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent land on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.
 - Parking: Union County may restrict or eliminate on-street parking along the side of the pavement within Canopy Glen Drive. The owners of the fee simple titles to all of the lots in Eversole Run Neighborhood, Section 1 Phase 4 Subdivision, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.
 - Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Union Rural Electric, telephone service is provided by Frontier Communications or Spectrum and natural gas is provided by Columbia Gas.

- Jerome Village Blanket Restrictions**
- No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Ravenhill Parkway, Wells Road, Ryan Parkway, Brock Road.
 - Driveways for individual lots, whether commercial, residential, or other, shall not be permitted on major or minor collector roads. All driveways shall connect to local roads within a sub area.
 - All new local road connections are subject to stopping sight distance and intersection sight distance requirements.
 - All restrictions are minimum requirements. If conflict arises between access restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, etc.), the intersection improvement shall govern and access restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.
 - If conflict arises between the access restrictions and Union County access management standards, the County Engineer shall determine which standard is to be applied.
 - No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Brock, Ravenhill, Ewing, Joshua, or Home Road.
 - No on-street parking within Eversole Run Neighborhood, Section 1, Phase 4.
 - Open spaces, whether existing or created during platting of a pod, or during development of a commercial, residential, or other type of lot, shall be connected as much as possible to the open space dedicated along Ravenhill Parkway And Hyland-Croy Road. Connections shall be directly adjacent to the open space along Ravenhill Parkway or Hyland-Croy Road, if the open spaces do not have adjacent property lines, connection shall be made through contiguous open space, where possible.
 - Future local road locations are subject to approval by the Union County Engineer. Final location and design shall be submitted to and approved by the County Engineer prior to platting of lots, groups of lots, or pods.

Utility Easements (U)

We the undersigned owners of the within platted land, do hereby grant unto the Jerome Village Community Authority, City of Marysville, Union Rural Electric, Frontier Communications, Spectrum, Columbia Gas, and their successors and assigns (hereinafter referred to as grantees) A permanent right-of-way and easement ten (10) feet in width under, over, and through all sublots and all lands owned by the grantor shown hereon and parallel with and contiguous to Canopy Glen Drive and also upon land 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 pipe lines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

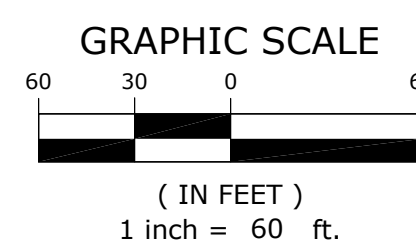
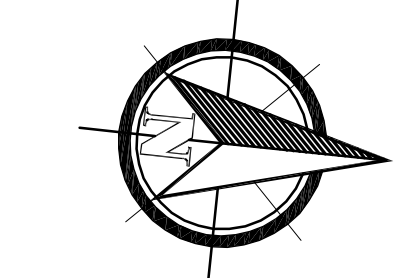
Drainage Easements (D)

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

Jon (Brett) Adcock, Registered Professional Surveyor No. 8461

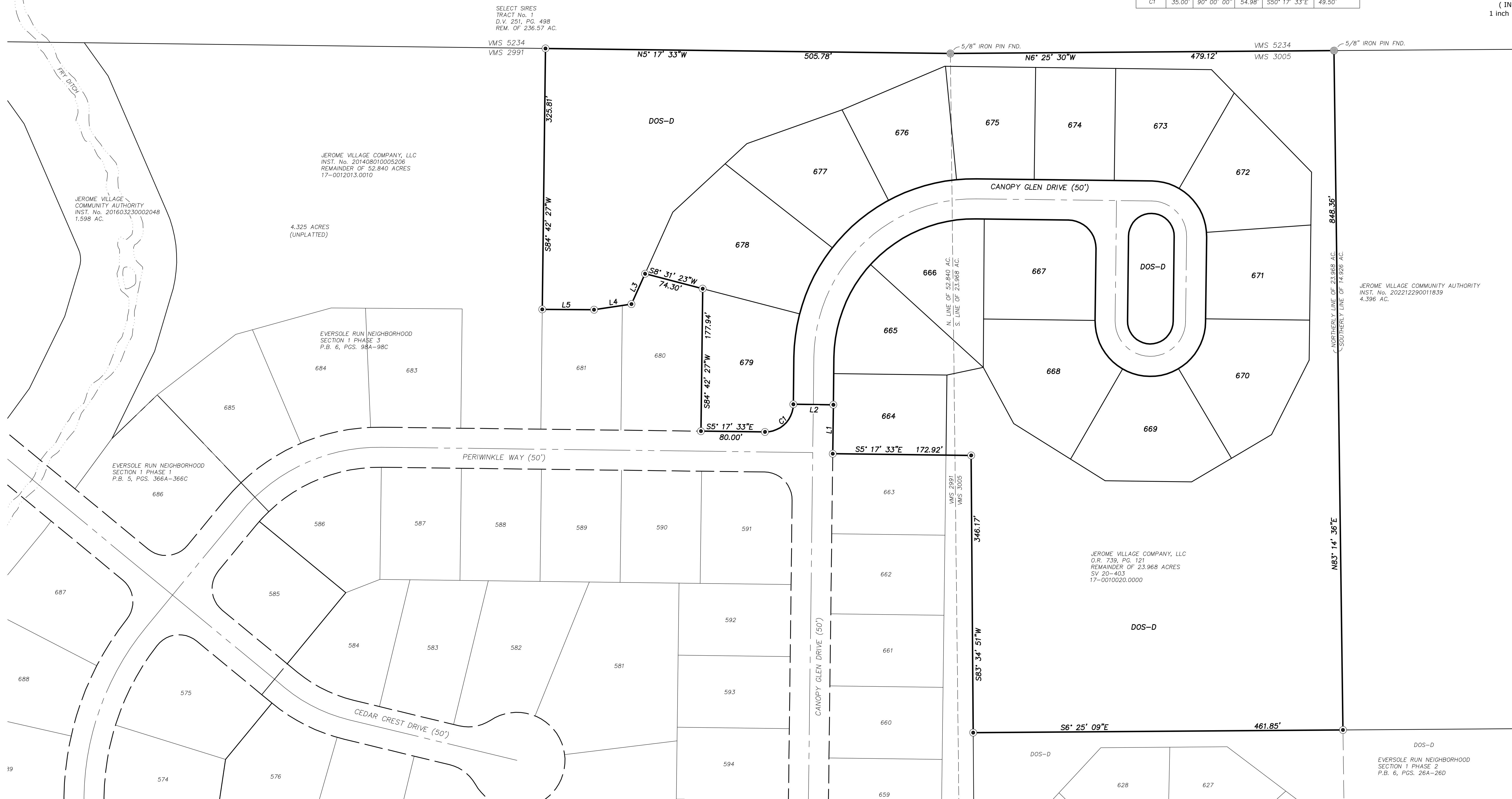
EVERSOLE RUN NEIGHBORHOOD SECTION 1 PHASE 4

SITUATED IN
VIRGINIA MILITARY SURVEY'S No.2991 AND 3005
JEROME TOWNSHIP, UNION COUNTY, OHIO



Line #	Direction	Length
L1	S84° 42' 27"W	61.15'
L2	S5° 17' 33"E	50.00'
L3	S71° 45' 12"E	41.57'
L4	S14° 31' 17"E	47.20'
L5	S5° 37' 34"E	64.66'

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	35.00'	90° 00' 00"	54.98'	S50° 17' 33"E	49.50'



LEGEND

- IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"
- IRON PIN FND - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"

8439 Voris Road
Logan, OH 43138
Contact: Brett Adcock
(740) 654-0600 - Lancaster
(614) 837-0800 - Columbus
www.americanlandsurveyors.com

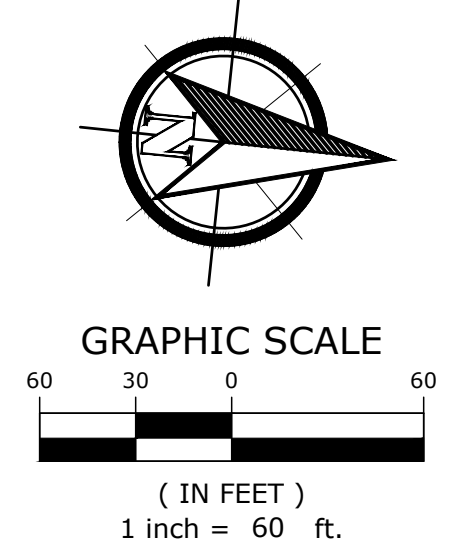
ALS AMERICAN LAND SURVEYORS

Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	OCTOBER 19, 2023	
SCALE:	1"=60'	

EVERSOLE RUN NEIGHBORHOOD SECTION 1 PHASE 4

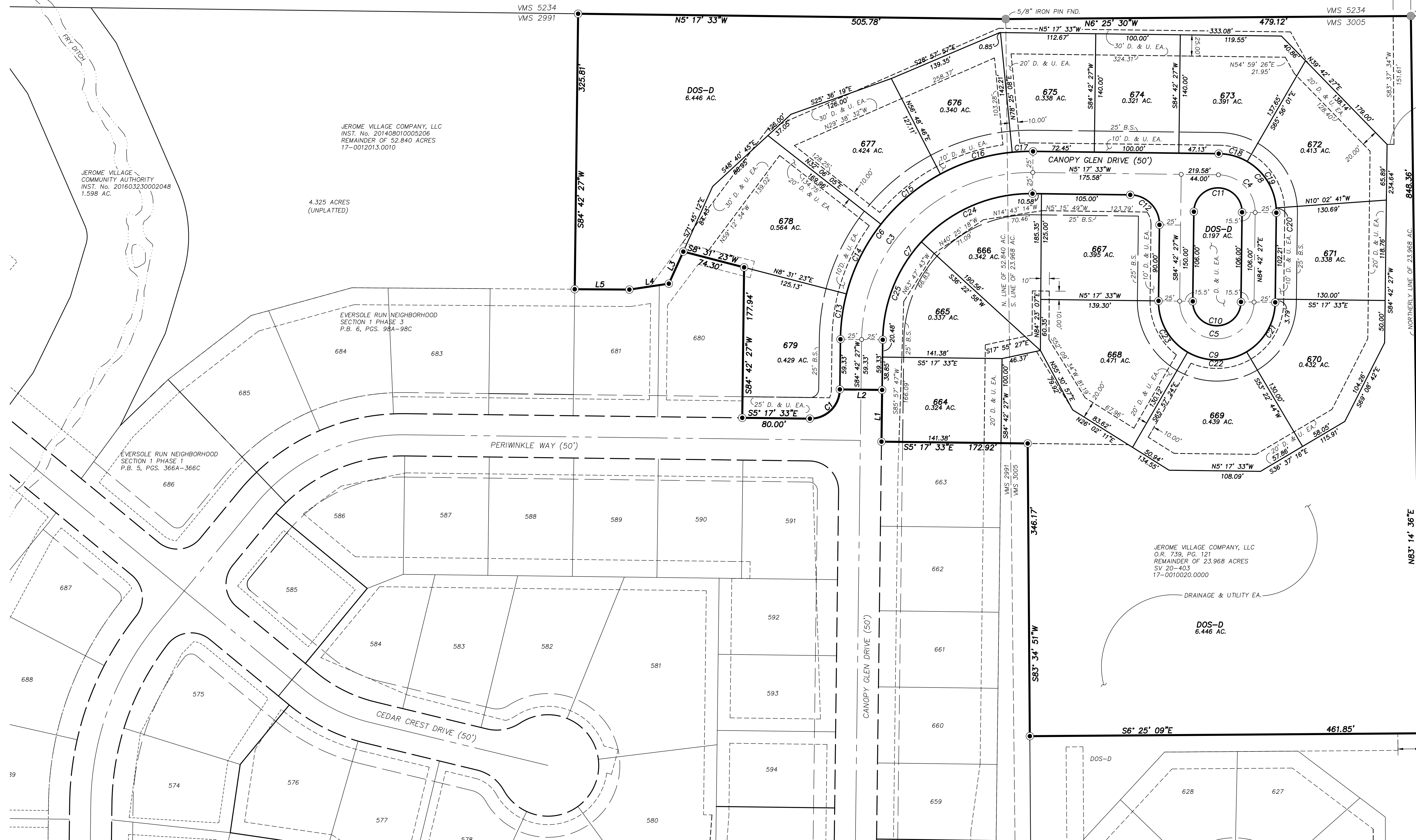
SITUATED IN
VIRGINIA MILITARY SURVEY'S No.2991 AND 3005
JEROME TOWNSHIP, UNION COUNTY, OHIO



Line #	Direction	Length
L1	S84° 42' 27"W	61.15'
L2	S5° 17' 33"E	50.00'
L3	S71° 45' 12"E	41.57'
L4	S14° 31' 17"E	47.20'
L5	S5° 37' 34"E	64.66'

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	35.00'	90° 00' 00"	54.98'	S50° 17' 33"E	49.50'

SELECT SIRE'S
TRACT No. 1
D.V. 251, PG. 498
REM. OF 236.57 AC.



Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C3	200.00'	90° 00' 00"	314.16'	S50° 17' 33"E	282.84'
C4	44.00'	90° 00' 00"	69.12'	S39° 42' 27"W	62.23'
C5	44.00'	180° 00' 00"	138.23'	N5° 17' 33"W	88.00'
C6	225.00'	90° 00' 00"	353.43'	S50° 17' 33"E	318.20'
C7	175.00'	90° 00' 00"	274.89'	S50° 17' 33"E	247.49'
C8	69.00'	90° 00' 00"	108.38'	S39° 42' 27"W	97.58'
C9	69.00'	180° 00' 00"	216.77'	N5° 17' 33"W	138.00'
C10	28.50'	180° 00' 00"	89.54'	N5° 17' 33"W	57.00'
C11	28.50'	180° 00' 00"	89.54'	S5° 17' 33"E	57.00'
C12	35.00'	90° 00' 00"	54.98'	S39° 42' 27"W	49.50'

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C13	225.00'	13° 48' 56"	54.25'	N88° 23' 05"W	54.12'
C14	225.00'	23° 34' 41"	92.59'	S69° 41' 16"E	91.94'
C15	225.00'	23° 33' 45"	92.53'	S46° 07' 03"E	91.88'
C16	225.00'	22° 45' 19"	89.36'	S22° 57' 31"E	88.77'
C17	225.00'	6° 17' 19"	24.70'	S8° 26' 12"E	24.68'
C18	69.00'	29° 21' 32"	35.36'	S9° 23' 13"W	34.97'
C19	69.00'	55° 53' 20"	67.31'	S52° 00' 39"W	64.67'
C20	69.00'	4° 45' 08"	5.72'	S82° 19' 53"W	5.72'
C21	69.00'	58° 40' 17"	70.66'	N65° 57' 24"W	67.61'
C22	69.00'	60° 39' 52"	73.06'	N6° 17' 20"W	69.69'
C23	69.00'	60° 39' 52"	73.06'	N54° 22' 31"E	69.69'
C24	175.00'	48° 19' 29"	147.60'	N29° 27' 17"W	143.26'
C25	175.00'	41° 40' 31"	127.29'	N74° 27' 17"W	124.50'

LEGEND
 ● IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"
 ● IRON PIN FND - 5/8" X 30" REBAR WITH PLASTIC CAP "JON ADCOCK S-8461"
 D.&U. EA. - DRAINAGE AND UTILITY EASEMENT
 B.S. - BUILDING SETBACK LINE

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Logan, OH 43138
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ALS AMERICAN LAND SURVEYORS
 Focused on Excellence

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	23-001	
DATE:	OCTOBER 19, 2023	
SCALE:	1"=60'	

3/3



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

August 15, 2023

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

RE: Preliminary Plat Extension for Eversole Run Neighborhood, Section 1 (ERN-1) (North)
Jerome Township, Union County

Dear Mr. Gary Nuss:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on August 10, 2023, and reviewed the Preliminary Plat Extension for Eversole Run Neighborhood, Section 1 (ERN-1) (North), Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the recommendation of **CONDITIONAL APPROVAL** of the Eversole Run Neighborhood, Section 1 (ERN-1) (North) – Preliminary Plat Extension.

The recommendation was for **APPROVAL** of the Eversole Run Neighborhood, Section 1 (ERN-1) (North) – 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.

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 August 2025. Therefore, it is necessary for you to apply in July 2025 to be placed on the August 2025 LUC meeting agendas to request extension.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradley Bodenmiller', is written over a horizontal line.

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

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

*Via 1st Class Mail 08-15-2023
**Via Email 08-15-2023

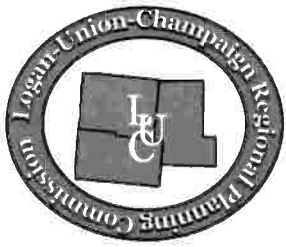
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Staff Report – Eversole Run Neighborhood, Section 1 (North)

<p>Applicant:</p>	<p>Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrinevolution.com</p>
<p>Request:</p>	<p>Approval of the Eversole Run Neighborhood, Section 1 (ERN-1) (North) – Preliminary Plat Extension for a period of two (2) years.</p>
<p>Location:</p>	<p>Located north of Wells Road and southwest of the intersection of Hyland-Croy Road and Ravenhill Parkway in Jerome Township, Union County.</p>

<p>Staff Analysis:</p>	<p>This Preliminary Plat Extension is for the Eversole Run Neighborhood, Section 1 (ERN-1) (North) – Preliminary Plat. This subdivision involves 73.460 acres of land and proposes 116 single-family residential lots. To date, 99 lots have been final platted.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ Jerome Village collection & City of Marysville public sanitary waste treatment <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The ERN Section 1, 4, and 5 Preliminary Plat was approved April 2014. A portion of Section 1, the northern portion, did not go through the final plat process and it expired. ○ The ERN-1 (north) Preliminary Plat was originally approved in August 2017 with subsequent extensions in August 2019 and August 2021. ○ The Phase 2 Final Plat was approved in December 2017. ○ The Phase 3 Final Plat was approved in February
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Staff Report – Eversole Run Neighborhood, Section 1 (North)

	<p>2021.</p> <ul style="list-style-type: none"> • Union County Engineer’s Office <ul style="list-style-type: none"> ○ No comments received as of 08-02-23. • Union Soil & Water Conservation District <ul style="list-style-type: none"> ○ In an email dated 07-28-23, the District advised it had no comments. • Union County Health Department <ul style="list-style-type: none"> ○ No comments received as of 08-02-23. • City of Marysville <ul style="list-style-type: none"> ○ In an email dated 08-02-23, the City advised it had no comments. • Jerome Township <ul style="list-style-type: none"> ○ The Township submitted comments in a letter dated 07-26-23. 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 08-02-23. • Union Rural Electric <ul style="list-style-type: none"> ○ No comments received as of 08-02-23. • 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 Eversole Run Neighborhood, Section 1 (ERN-1) (North) – 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>
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Logan-Union-Champaign
regional planning commission

Staff Report – Eversole Run Neighborhood, Section 1 (North)

**Z&S Committee
Recommendations:**

The Zoning & Subdivision Committee recommends
CONDITIONAL APPROVAL of the Eversole Run
Neighborhood, Section 1 (ERN-1) (North) – Preliminary Plat
Extension.

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Friday, July 28, 2023 12:24 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for ERN-1 (North) - Preliminary Plat Extension

Union Soil & Water has no comments for **Eversole Run Neighborhood, Section 1 (ERN-1) (North) – 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: Monday, July 24, 2023 6:05 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for ERN-1 (North) - Preliminary Plat Extension

Good afternoon,

I attached a copy of the **Distribution Letter** generated for **Eversole Run Neighborhood, Section 1 (ERN-1) (North) – 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 four 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: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, August 2, 2023 11:49 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - August LUC Executive Meeting

Brad,

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

Just a heads up that Kyle and I won't be able to attend the meeting next week, however Ashley or Jeff will be in attendance.

ERN - 1 North - Preliminary Plat Extension

1. No Comments

Stillwell Jerome - Preliminary Plat Extension

1. No Comments

Industrial Parkway Data Center - Final Plat

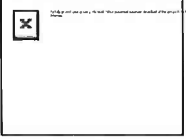
1. No Comments

Courtyards at Ryan Parkway - Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along the north side of Ryan Parkway.
2. Please provide/show 20' Utility Easement to the water master meter.
3. Please provide the following Easement Language: *We the undersigned owners of the within platted land, do hereby grant unto City of Marysville Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.*

Thanks,
Chad Ritzler

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





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

Jerome Township Zoning Department

July 26, 2023

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

Re.: ERN-1 – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the preliminary plat known as ERN-1. Detailed development plans for various subareas within this PD District and the plans have not expired. Given that information, there is no zoning regulation on which I could base additional comments about the proposed extension to the preliminary plat.

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

Sincerely,

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

August 13, 2019

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

RE: Preliminary Plat Extension for Eversole Run Neighborhood, Section 1 (ERN-1) (North)
Jerome Township, Union County

Dear Mr. Gary Nuss:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on August 8, 2019, and reviewed the Preliminary Plat Extension for Eversole Run Neighborhood, Section 1 (ERN-1) (North), Jerome Township, Union County.

The LUC Executive Committee accepted the recommendation of approval and **APPROVED** the Eversole Run Neighborhood, Section 1 (ERN-1) (North) Preliminary Plat Extension for a two-year period with the **CONDITION** that all comments/modifications from LUC and reviewing agencies, including the August 2017 LUC approval, 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*.

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 August 2021, if you have not yet gone through the Final Platting process. Therefore, it is necessary for you to apply in July 2021 to be placed on the August 2021 LUC meeting agendas.

Sincerely,

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

- cc: File
- • Terrain Evolution, Inc. – Justin Wollenberg & Dan Rhine
 - • Jerome Township Trustees – c/o Robert Caldwell
 - • Jerome Township Zoning Commission – c/o Anita Nicol
 - • Jerome Township Zoning Officer – c/o Anita Nicol
 - • Union County Engineer's Office – Bill Narducci
 - • City of Marysville – Jeremy Hoyt
 - • Via 1st Class Mail 08-13-2019
 - • Via Email 08-13-2019

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 – Eversole Run Neighborhood, Section 1 (North)

Applicant:	<p>Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.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 Eversole Run Neighborhood, Section 1 (ERN-1) (North) Preliminary Plat Extension for a period of two (2) years.
Location:	Located north of Wells Road and southwest of the intersection of the proposed Hyland-Croy Road and Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat Extension is for the Eversole Run Neighborhood, Section 1 (ERN-1) (North) Preliminary Plat. This subdivision involves 73.460 acres of land and proposes 116 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 8.007 acres in right-of-way ○ 36.560 acres in single-family residential lots ○ 28.893 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ Eversole Run Sewer District sanitary waste collection and City of Marysville public sanitary waste treatment <p>Preliminary plat:</p> <ul style="list-style-type: none"> ○ The ERN Section 1, 4, and 5 Preliminary Plat was approved April 2014. A portion of Section 1, the northern portion, did not go through the final plat process and it expired. ○ The ERN-1 (North) Preliminary Plat was originally approved in August 2017.
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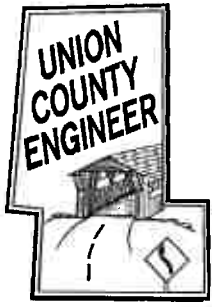


Staff Report – Eversole Run Neighborhood, Section 1 (North)

	<ul style="list-style-type: none">• Union County Engineer’s Office<ul style="list-style-type: none">○ The Engineer’s Office submitted comments in a letter dated 07-31-19, recommending the Extension be approved with modifications pursuant to the Office’s original comment letter dated 07-06-17.• Union County Soil & Water Conservation District<ul style="list-style-type: none">○ No new comments as of 08-31-19.• Union County Health Department<ul style="list-style-type: none">○ No new comments received as of 08-31-19.• City of Marysville<ul style="list-style-type: none">○ No new comments received as of 08-31-19.• Jerome Township<ul style="list-style-type: none">○ No new comments received as of 08-31-19.• ODOT District 6<ul style="list-style-type: none">○ No new comments received as of 08-31-19.• Union Rural Electric<ul style="list-style-type: none">○ No new comments received as of 08-31-19.• LUC Regional Planning Commission<ol style="list-style-type: none">1. All August 2017 comments/modifications from reviewing agencies and the approval with conditions remain effective (§318).
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Staff Recommendations:	LUC staff recommends APPROVAL of the Eversole Run Neighborhood, Section 1 (ERN-1) (North) Preliminary Plat Extension with the condition that all comments/modifications from LUC and reviewing agencies, including the August 2017 LUC approval, 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:	Z&S Committee recommends APPROVAL of the two-year extension.
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**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

July 31, 2019

Public Service with integrity

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

Re: Preliminary Plat Extension
Jerome Village Subdivision
Eversole Run Neighborhood, Section 1 (ERN-1) North

Brad,

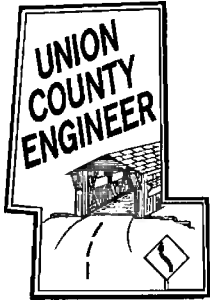
We have reviewed the request for preliminary plat extension of the above subdivision, received July 19, 2019. We recommend it be approved with modifications, pursuant to our original comment letter dated July 6, 2017 enclosed.

In accordance with 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, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Enc: Preliminary Plat Comment Letter Dated July 6, 2017



**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

July 6, 2017

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

Re: Preliminary Plat Review
Jerome Village Subdivision
Eversole Run Neighborhood, Section 1 (ERN-1) North

Brad,

We have completed our review for the above final plat, received June 23, 2017. We recommend it be approved with modifications. Items listed below should be addressed in the final construction drawings. Please note that all comments regarding Master Deed Declarations and Restrictions were commented on in a previous Jerome Village pod submittals. The Master Deed Declaration and Restrictions will be required to match these previously approved pods' language unless otherwise requested.

1. The status of the requested variances listed on the title sheet is as follows:
 - a. Variance from requirement of 80' separation from driveways to existing or proposed roadways is approved.
 - b. Variance allowing reduced right of way width from 60' to 50' is approved.
2. Per the sketch plan comments, provide the proposed trail system alignment if applicable. Also provide any fencing location plans, to coordinate access to basin areas and other stormwater infrastructure access.
3. Per the sketch plan comments, all log jams, dead, diseased (including all Ash) and dying trees shall be removed from streams that will become part of the Union County Ditch Maintenance Program. This work shall be completed as early as permitting allows and prior to home construction within the development for ease of access.
4. Provide an Intersection Sight Distance exhibit for the intersection of Smoketree Drive and Ravenhill Parkway.
5. Label 100 year and normal water service elevations for all retention areas, and 100 year elevations for detention areas.
6. All drainage easements will be reviewed in more detail during the final design process.
7. Detail all flood routing swales, including 100 year water surface elevation, ensuring at least 1' of freeboard between the 100 year water surface and the limits of the drainage easement.
8. Provide an updated stormwater management report for review by our office. More detailed drainage analysis will be conducted by our office during final construction drawing review.
9. Show water and storm profiles.
10. Ditch Petition will need to be prepared and executed between Developer and County prior to approval of Final Plat.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Jack Derr, AIA
Chief Building Official

Bill Narducci, PE
Assistant County Engineer

11. Provide detailed construction drawings to private utility providers.

In accordance with 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, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Cc: Luke Sutton, Union County Engineer's Office (via email)
Jeremy Burrey, Union Soil and Water Conservation District (via email)

TRANSFER NOT
NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
Ok Bruce

2-24-10

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

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DECLARATION
OF
COVENANTS, RESTRICTIONS AND AGREEMENTS
FOR
JEROME VILLAGE COMMUNITY AUTHORITY
IN THE
COUNTY OF UNION, OHIO

OR 859 PG 275

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DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

IN THE COUNTY OF UNION, OHIO

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

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

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

ARTICLE I

PURPOSE AND INTENT

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

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

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

ARTICLE II

DEFINITIONS

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

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

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

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

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

(a) the sum of:

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

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

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

(b) less the sum of:

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

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

(iii) disability and survivor's benefits;

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

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

2.04. Assessed Valuation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

EXPANSION

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

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

ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

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

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

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

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

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

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

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

ARTICLE V

ASSESSED VALUATION CHARGE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
INCOME CHARGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) including in the lease those lease provisions required by Section 6.13 hereof; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

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

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

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- (a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

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

- (a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.
- (b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.
- (c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.
- (d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

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

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

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

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

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

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

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

ARTICLE VIII

COMMUNITY FACILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

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COMMUNITY FEE

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

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

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

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

- (a) \$200 per single-family unit;
- (b) \$100 per multi-family unit;
- (c) \$0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

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

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

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

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

ARTICLE X

UTILITY ACCESS/COMMUNITY FEE

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

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

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

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

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

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

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

- (a) \$1,000 per single-family unit;
- (b) \$500 per multi-family unit;
- (c) \$0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

provided, that if a Parcel is further subdivided after payment of the Utility Access/Community Fee for that Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Utility Access/Community Fee was paid shall not be further subject to the Utility Access/Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Utility Access/Community Fee requirement. If any Utility Access/Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Utility Access/Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Utility Access/Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Utility Access/Community Fee.

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

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

ARTICLE XI

DURATION, AMENDMENT AND TERMINATION

11.01. Effective Date. The Restrictions shall be effective and shall be, and be deemed, covenants running with the land when this Declaration is Recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge, Community Fee or Utility Access/Community Fee shall be collected, and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is Recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

11.02. Duration and Effect. The Restrictions (i) shall be, and be construed as, covenants running with the land; (ii) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (iii) shall inure to the benefit of and be enforceable by (a) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (b) each Owner, and (c) any Resident. The Restrictions shall continue in full force and effect unless amended, stayed or terminated pursuant to Section 11.03 hereof.

11.03. Stay or Termination of Restrictions. The Restrictions shall terminate, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the New Community District pursuant to an amendment to this Declaration; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property. No amendments to this Section shall be permitted without the written consent of 66% of the Owners at the time such amendment is proposed.

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If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio, which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and each Developer owning any of the Parcels shall, within thirty (30) days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by (i) each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by (i) each Developer for the portion of the Property being Developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including, without limitation, all personal obligations and liens under this Declaration.

ARTICLE XII

AMENDMENTS AND SUPPLEMENTS

12.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Initial Private Developer (so long as it owns or controls any of the Property) or the Community Authority may amend or supplement this Declaration (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans; (ii) to bring this Declaration into compliance with the requirements of Chapter 349, as amended from time to time; (iii) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (iv) to grant to or confer upon the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (v) to

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make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge, the Community Fee or the Utility Access/Community Fee, or to reduce or eliminate the Community Development Charge, the Community Fee or the Utility Access/Community Fee; (vi) as provided in Article III hereof; (vii) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the Petition filed pursuant to that Section to organize the Community Authority; (viii) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (ix) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and the Community Authority; (x) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III hereof or otherwise; (xi) to remove one or more Parcels from the New Community District; or (x) to make any other amendment which, in the judgment of the Community Authority, is not to the material prejudice of the Owners; provided, however, that there shall be no amendment or supplement to this Declaration by the Community Authority without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

12.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 7.03, 11.03 or 12.01 hereof, no provision of this Declaration may be amended or supplemented, in whole or in part, or terminated without the written consent of (i) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (ii) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, and (iii) the Community Authority.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code.

The Secretary shall determine (i) whether the Owners have consented to any amendment or supplement of this Declaration and (ii) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

12.03. Recording of Amendments and Supplements. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

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ARTICLE XIII

MISCELLANEOUS

13.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

13.02. Reservation. Subject to this Declaration being recorded but prior to the New Community District being created pursuant to Chapter 349, the Developers may sell to purchasers (each, a "Purchaser" and collectively, the "Purchasers") lots or condominium interests which may comprise a part of the Property and be included as part of the New Community District (individually, a "Lot" or collectively, the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to a Lot subject to this Declaration. In order to more fully provide for the inclusion of the Lots as part of the New Community District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the New Community District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, such Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include such Purchaser's Lot within the New Community District. Acceptance by a Purchaser of a deed or other instrument of conveyance from a Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the New Community District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

13.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating, a possibility of reverter or, except as provided in Sections 5.01, 6.01 and 11.01 hereof, a condition subsequent.

13.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and

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operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

13.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

13.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of the State of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner and at the times provided in this Declaration or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

[signature pages follow]

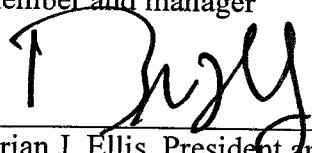
This document prepared by: Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

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

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

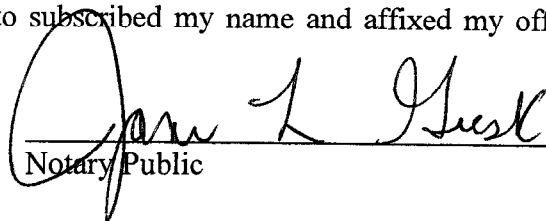
By: Nationwide Realty Investors, Ltd., its
member and manager

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

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd, a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

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


Notary Public



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

IN WITNESS WHEREOF, Jerome United Methodist Church, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME UNITED METHODIST
CHURCH, INC. as an Initial Owner

By: [Signature]

Print Name: Judson W. Smith

Title: Chair - Administrative Council

STATE OF OHIO)
COUNTY OF UNION) SS:

The foregoing instrument was acknowledged before me this 1 day of December, 2009, by Judson Smith, the Chair Admin Council of JEROME UNITED METHODIST CHURCH, INC., on behalf of Jerome United Methodist Church, Inc.

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

[Signature]
Notary Public



CHRISTINE M. MILLS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Union County
My Comm. Exp. 9/27/20 12

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Initial Owner

By: *Dan Slone*

Print Name: Dan Slone


Title: Owner

STATE OF OHIO
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 5th day of February, 2010, by Daniel M. Slone, the Owner of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

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

Marcia A. McCoy
Notary **MARCIA A. MCCOY**
Notary Public
State of Ohio
My Commission Expires April 15, 2012



IN WITNESS WHEREOF, John R. Andrews, Trustee of the John R. Andrews Living Trust, has caused this Declaration to be executed as of the day and year first above written.

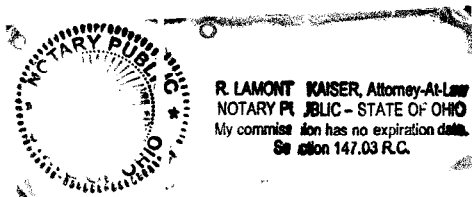
JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as an Initial Owner

John R. Andrews Trustee

STATE OF OHIO)
COUNTY OF DeWane) SS:

The foregoing instrument was acknowledged before me this 5th day of November 2009, by JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as his free act and deed.

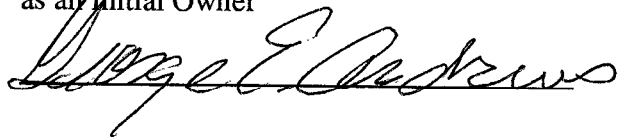
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



R. Lamont Kaiser
Notary Public

IN WITNESS WHEREOF, George Edward Andrews and Rebecca J. Andrews have caused this Declaration to be executed as of the day and year first above written.

GEORGE EDWARD ANDREWS,
as an Initial Owner



REBECCA J. ANDREWS,
as an Initial Owner



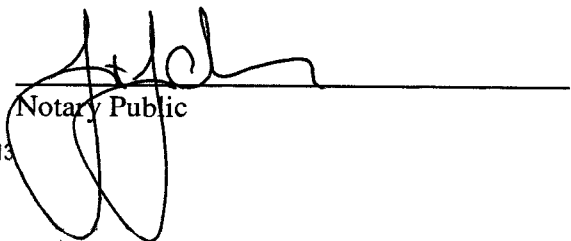
STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by GEORGE EDWARD ANDREWS, as his free act and deed.

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



STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013


Notary Public

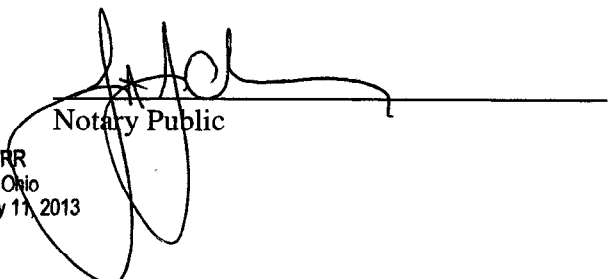
STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by REBECCA J. ANDREWS, as her free act and deed.

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



STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013


Notary Public

OR 859 PG 316

IN WITNESS WHEREOF, William Henry Andrews has caused this Declaration to be executed as of the day and year first above written.

WILLIAM HENRY ANDREWS,
as an Initial Owner

William H. Andrews

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by WILLIAM HENRY ANDREWS, as his free act and deed.

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

Jennifer L. McGrady

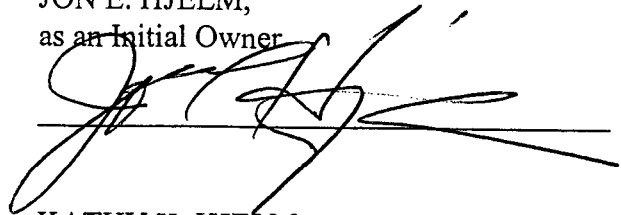
Notary Public



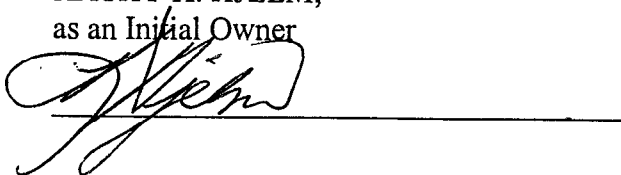
JENNIFER L. MCGRADY
Notary Public, State of Ohio
My Commission Expires 04-24-2010

IN WITNESS WHEREOF, Jon E. Hjelm and Kathy K. Hjelm have caused this Declaration to be executed as of the day and year first above written.

JON E. HJELM,
as an Initial Owner



KATHY K. HJELM,
as an Initial Owner



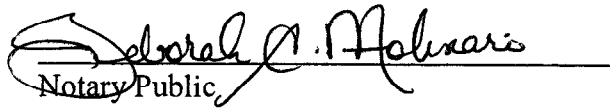
STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 9TH day of December 2009, by JON E. HJELM, as his free act and deed.

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



DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010


Notary Public

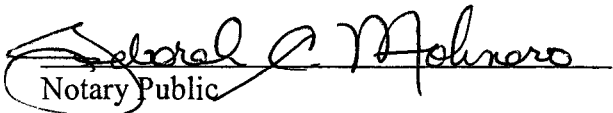
STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 9TH day of December 2009, by KATHY K. HJELM, as her free act and deed.

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



DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010


Notary Public

OR 859 PG 318

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx have caused this Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Initial Owner

William H. Marx, Jr.

CHRISTINE S. MARX,
as an Initial Owner

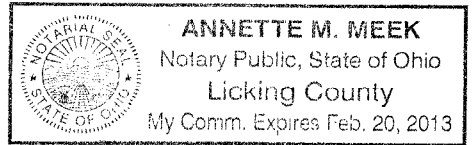
Christine S. Marx

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by WILLIAM H. MARX, JR., as his free act and deed.

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

Annette M. MEEK
Notary Public

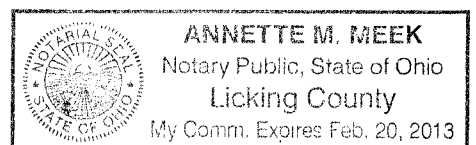


STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by CHRISTINE S. MARX, as her free act and deed.

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

Annette M. MEEK
Notary Public



IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg have caused this Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Initial Owner

Scott E. Sonnenberg

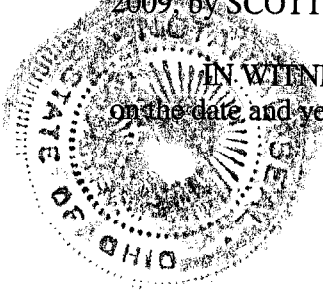
JENNIFER L. SONNENBERG,
as an Initial Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by SCOTT E. SONNENBERG, as his free act and deed.

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

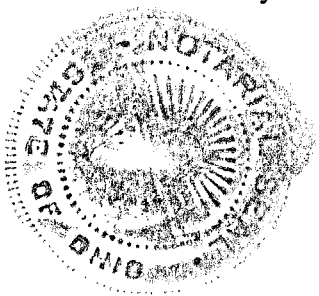


Daleen B. McNamee
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by JENNIFER L. SONNENBERG, as her free act and deed.

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



Daleen B. McNamee
Notary Public My Commission Expires 5-20-2014

IN WITNESS WHEREOF, Patricia E. Williams has caused this Declaration to be executed as of the day and year first above written.

PATRICIA E. WILLIAMS,
as an Initial Owner

Patricia E. Williams

STATE OF OHIO)
COUNTY OF DELAWARE) SS:

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER 2009, by PATRICIA E. WILLIAMS, as her free act and deed.

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

David H. Starkey
Notary Public



DAVID H. STARKEY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Initial Owner

Barbara J. Wilcox

STATE OF OHIO)
COUNTY OF Delaware) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

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

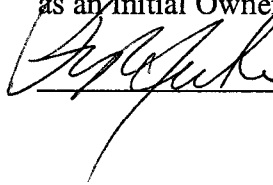
Charles G. Kaps
Notary Public



CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Peggy W. Yerke has caused this Declaration to be executed as of the day and year first above written.

PEGGY W. YERKE,
as an Initial Owner



STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by PEGGY W. YERKE, as her free act and deed.

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



Notary Public



Maxwell
Deborah Maxwell of Ohio
Notary Public, State of Ohio
My Commission Expires 01-28-2013

EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

OR 859 PG 324

A-1



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

JEROME TWP., UNION COUNTY / CONCORD TWP., DELAWARE COUNTY

Situated in the Virginia Military Lands, Jerome Township, Union County & Concord Township, Delaware County, State of Ohio, and being more particularly described as follows;

Beginning at the intersection of the centerline of U.S. 42 with the centerline of Harriott Road (County Road 18);

- Thence N 83°43'42" E a distance of 1427.25 feet to a point;
- Thence S 10°57'19" E a distance of 699.30 feet to a point;
- Thence N 83°43'42" E a distance of 1250.00 feet to a point;
- Thence S 10°57'19" E a distance of 532.06 feet to a point;
- Thence N 78°45'30" E a distance of 926.58 feet to a point;
- Thence S 11°14'30" E a distance of 267.46 feet to a point;
- Thence N 78°45'30" E a distance of 158.11 feet to a point;
- Thence S 11°14'30" E a distance of 234.04 feet to a point;
- Thence N 83°06'00" E a distance of 516.88 feet to a point;
- Thence S 11°13'56" E a distance of 263.08 feet to a point;
- Thence S 11°15'03" E a distance of 683.11 feet to a point;
- Thence N 84°38'48" E a distance of 1096.49 feet to a point;
- Thence N 10°32'14" W a distance of 279.77 feet to a point;
- Thence N 84°38'59" E a distance of 1213.36 feet to a point;
- Thence N 06°18'42" W a distance of 472.92 feet to a point;
- Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;
- Thence S 00°26'33" E a distance of 1910.41 feet to a point;
- Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;
- Thence S 11°15'03" E a distance of 630.20 feet to a point;
- Thence S 83°56'03" W a distance of 1996.68 feet to a point;
- Thence S 11°10'46" E a distance of 266.61 feet to a point;
- Thence S 11°10'46" E a distance of 830.41 feet to a point;
- Thence N 83°40'24" E a distance of 169.18 feet to a point;
- Thence N 83°40'24" E a distance of 1828.08 feet to a point;
- Thence S 11°14'35" E a distance of 60.22 feet to a point;
- Thence S 83°40'24" W a distance of 1743.24 feet to a point;

OR 859 PG 325



DESCRIPTION (CONT.)

- Thence S 05°50'53" E a distance of 1520.98 feet to a point;
- Thence S 06°03'50" E a distance of 1394.36 feet to a point;
- Thence N 83°48'29" E a distance of 1144.08 feet to a point;
- Thence S 06°08'38" E a distance of 210.55 feet to a point;
- Thence N 83°49'22" E a distance of 174.83 feet to a point;
- Thence S 06°19'30" E a distance of 510.71 feet to a point;
- Thence N 83°40'38" E a distance of 427.22 feet to a point;
- Thence N 06°10'48" W a distance of 720.33 feet to a point;
- Thence N 06°05'54" W a distance of 300.09 feet to a point;
- Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;
- Thence N 87°09'18" E a distance of 173.19 feet to a point;
- Thence S 06°00'53" E a distance of 1557.43 feet to a point;
- Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;
- Thence N 05°43'35" W a distance of 192.18 feet to a point;
- Thence S 86°58'46" W a distance of 1224.88 feet to a point;
- Thence S 06°10'48" E a distance of 318.54 feet to a point;
- Thence S 06°10'48" E a distance of 293.67 feet to a point;
- Thence S 85°15'33" W a distance of 210.44 feet to a point;
- Thence S 06°18'26" E a distance of 403.25 feet to a point;
- Thence N 83°49'28" E a distance of 209.48 feet to a point;
- Thence S 06°10'48" E a distance of 210.95 feet to a point;
- Thence S 83°00'43" W a distance of 627.96 feet to a point;
- Thence S 06°10'48" E a distance of 313.50 feet to a point;
- Thence N 83°00'43" E a distance of 305.04 feet to a point;
- Thence S 06°50'14" E a distance of 161.46 feet to a point;
- Thence S 83°49'46" W a distance of 12.37 feet to a point;
- Thence S 06°11'08" E a distance of 120.11 feet to a point;
- Thence S 83°54'05" W a distance of 246.93 feet to a point;
- Thence S 06°07'16" E a distance of 105.86 feet to a point;



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

- Thence S 06°19'44" E a distance of 653.98 feet to a point;
Thence S 83°44'47" W a distance of 693.00 feet to a point;
Thence S 06°06'29" E a distance of 492.71 feet to a point;
Thence S 84°01'23" W a distance of 225.26 feet to a point;
Thence N 09°19'47" W a distance of 498.74 feet to a point;
Thence S 84°05'13" W a distance of 231.00 feet to a point;
Thence S 85°40'52" W a distance of 171.80 feet to a point;
Thence N 05°54'30" W a distance of 648.58 feet to a point;
Thence S 84°11'46" W a distance of 330.30 feet to a point;
Thence S 06°30'15" E a distance of 566.47 feet to a point;
Thence S 83°33'34" W a distance of 200.36 feet to a point;
Thence S 06°35'13" E a distance of 62.58 feet to a point;
Thence S 06°35'13" E a distance of 522.08 feet to a point;
Thence S 84°01'23" W a distance of 463.50 feet to a point;
Thence S 83°50'14" W a distance of 839.16 feet to a point;
Thence N 06°19'26" W a distance of 223.86 feet to a point;
Thence S 83°46'49" W a distance of 255.97 feet to a point;
Thence S 06°08'43" E a distance of 223.60 feet to a point;
Thence S 82°26'49" W a distance of 60.02 feet to a point;
Thence N 06°08'43" W a distance of 225.00 feet to a point;
Thence S 83°46'49" W a distance of 277.90 feet to a point;
Thence S 06°05'16" E a distance of 223.27 feet to a point;
Thence S 83°50'14" W a distance of 1046.26 feet to a point;
Thence N 06°04'55" W a distance of 1073.28 feet to a point;
Thence N 06°10'56" W a distance of 315.01 feet to a point;
Thence N 05°55'44" W a distance of 137.67 feet to a point;
Thence N 84°10'31" E a distance of 400.37' to a point;
Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet,
with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;
Thence S 73°55'29" E a distance of 200.00 feet to a point;

OR 859 PG 327



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Phone 614-880-1201 Fax 614-880-1202

TONY MBACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

Thence with a curve to the left having an arc length of 403.47 feet, with a radius of 505.00', with a chord bearing of N 83°11'14" E, with a chord length of 392.82 feet to a point;

Thence N 05°54'00" W a distance of 1052.93 feet to a point;

Thence N 83°54'29" E a distance of 1920.32 feet to a point;
Thence N 06°33'12" W a distance of 287.31 feet to a point;

Thence S 83°43'33" W a distance of 642.27 feet to a point;

Thence N 06°11'57" W a distance of 1384.24 feet to a point;

Thence S 83°48'29" W a distance of 2957.97 feet to a point;

Thence N 05°17'33" W a distance of 2893.87 feet to a point;

Thence N 06°25'30" W a distance of 1182.13 feet to a point;

Thence S 81°32'25" W a distance of 904.20 feet to a point;

Thence N 56°09'17" W a distance of 1555.11 feet to a point;

Thence N 36°50'53" E a distance of 1177.50 feet to a point;

Thence S 57°09'10" E a distance of 479.52 feet to a point;

Thence N 36°50'53" E a distance of 488.67 feet to a point;

Thence N 64°58'27" W a distance of 488.72 feet to a point;

Thence N 36°50'53" E a distance of 2667.74 feet to a point;

Thence N 36°51'36" E a distance of 367.26 feet to the Point of Beginning and containing 1399.993 acres, more or less.



Daniel L. Quick, PS
Benchmark Surveying & Mapping Co.



2/26/07
Date

LESS AND EXCEPT THE FOLLOWING PARCELS LEAVING A TOTAL OF 1395.388 ACRES, MORE OR LESS:

Legal Description
1.000 acre

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in official record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R.#11) with the centerline of Wells Road (C.R. #17)(60 feet wide);

thence South 80°56'00" West 1939.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;

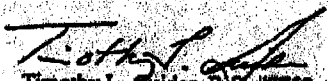
thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

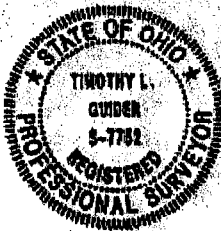
thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Gulder dated 6/18/97.


Timothy L. Gulder R.S. #7752
240 West Third Street
Marysville, Ohio 43040
(937) 644-2656



Date:
Job #97138

DESCRIPTION ACCEPTABLE
1.00 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
IS REQUIRED
DATE 11/28/97
STEVE A. STOEBE
UNION COUNTY ENGINEER

THE SALE OR EXCHANGE OF PARCELS
BETWEEN ADJOINING LOT OWNERS,
WHERE SUCH SALE OR EXCHANGE DOES
NOT CREATE ADDITIONAL BUILDING
SITES.

OR 859 PG 329

AND

the following REAL PROPERTY:

SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

BEING A PART OF SURVEY NO. 2991 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991

(WEST LINE OF SURVEY NO. 2365);

THENCE ALONG THE CENTERLINE OF WELLS ROAD, SOUTH 80° 56' 00" WEST (PASSING OVER A RAILROAD SPIKE FOUND AT 603.33 FEET) A TOTAL DISTANCE OF 1772.38 FEET TO A RAILROAD SPIKE SET AT THE TRUE PLACE OF BEGINNING OF THE HEREIN DESCRIBED 2.00 ACRES TRACT OF LAND;

THENCE SOUTH 09° 04' 00" EAST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 30.00 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE SOUTH 80° 56' 00" WEST A DISTANCE OF 187.00 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE NORTH 09° 04' 00" WEST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 435.89 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF WELLS ROAD;

THENCE ALONG THE CENTERLINE OF WELLS ROAD, NORTH 80° 56' 00" EAST A DISTANCE OF 187.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 2.00 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD;

ALL IRON PINS SET ARE 5/8" SOLID IRON PINS WITH YELLOW PLASTIC CAPS STAMPED STULTS & ASSOCIATES.

BEARING SYSTEM BASED ON THE CENTERLINE BEARING OF CO. RD. 17 (WELLS ROAD) - SOUTH 80° 56' 00" WEST, TAKEN FROM E.L. KAUFMAN'S 1.0 ACRE TRACT OF LAND AS DESCRIBED IN DEED BOOK 241, PAGE 256.

AND

OR 859 PG 330

SURVEY FOR JOHN ANDREWS

1.604 Acres

December 21, 1999

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided 1/4 interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided 1/4 interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Jerome Road (CR. #11)(60 feet wide) with the centerline of Hill Road (T.R. #14);

Thence North $09^{\circ}10'54''$ West (assumed bearing) 1927.95 feet, following the centerline of Jerome Road and passing at 1777.95 feet a magnetic nail set at the southwest corner of said 80.448 acre tract, thereafter following the west line of said 80.448 acre tract, to a magnetic nail set and marking the place of beginning;

Thence North $09^{\circ}10'54''$ West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North $86^{\circ}15'41''$ East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

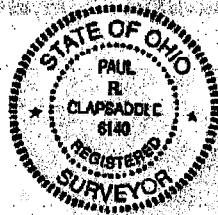
Thence South $09^{\circ}10'54''$ East 150.00 feet to an iron pin set;

Thence South $86^{\circ}15'41''$ West 468.00 feet, passing at 437.86 feet an iron pin set, to the place of beginning, containing 1.604 acres, more or less, and subject to all valid easements and restrictions of record.

The above description was prepared from an actual field survey made under the supervision of Paul R. Clapsaddle, Registered Surveyor #6140 during the month of December 1999. Iron pins set are 5/8" by 30" reinforcing rods with caps marked "Clapsaddle, R.S. #6140." Bearings indicated herein are based on an assumed meridian and are to denote angles only.

ATTEST:

Paul R. Clapsaddle
Paul R. Clapsaddle, R.S. #6140
19019 West Darby Road
Marysville, Ohio 43040
(937) 747-2599



EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 12/22/99
STEVE STORTE UNION CO. ENG

210 PAGE 94

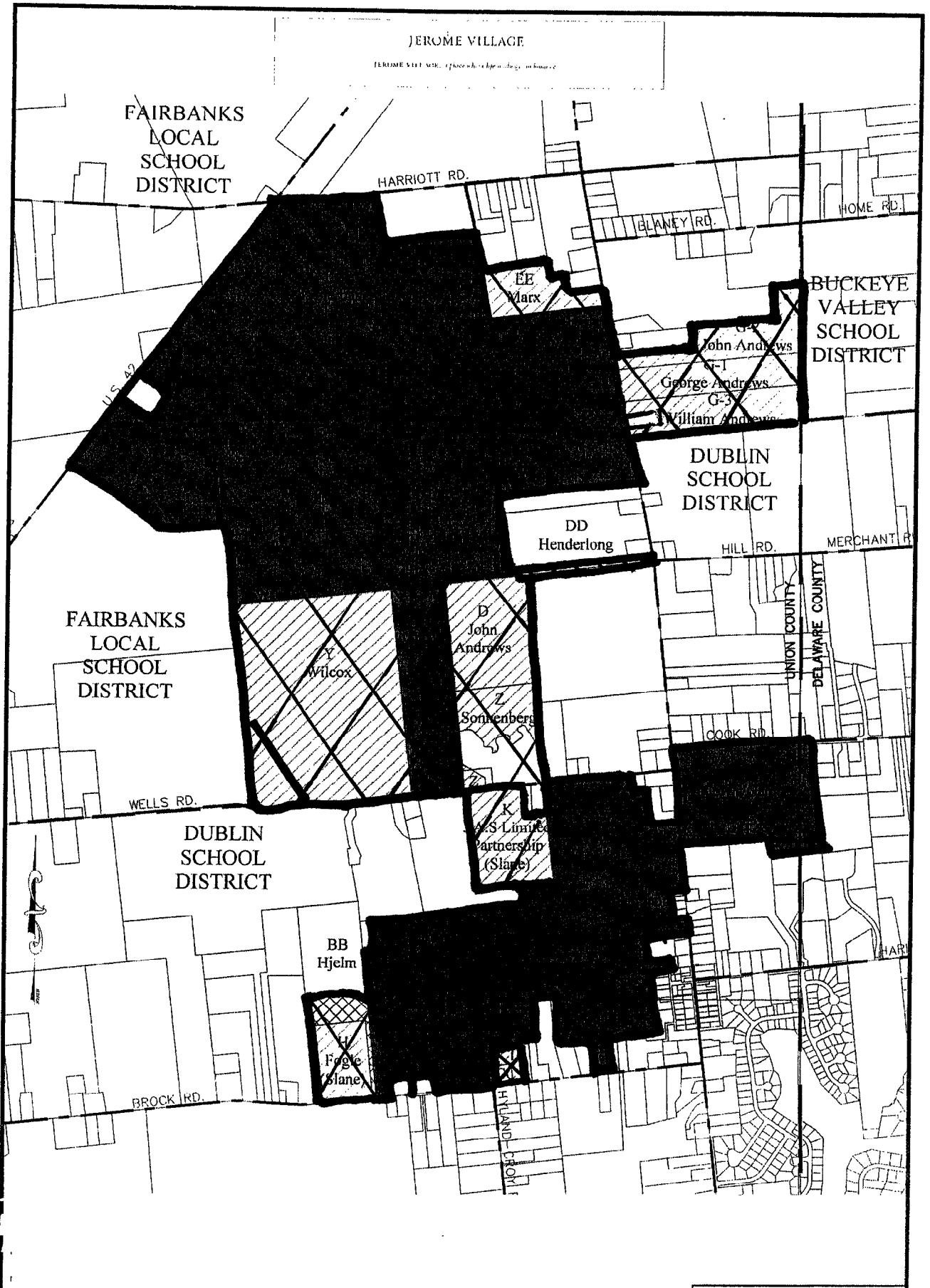
OR 859 PG 331

EXECUTION COPY

EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]



JEROME VILLAGE

JEROME VILLAGE, a place which has no legal existence

FAIRBANKS
LOCAL
SCHOOL
DISTRICT

HARRIOTT RD.

BLANEY RD.

HOME RD.

BUCKEYE
VALLEY
SCHOOL
DISTRICT

EE
Marx

John Andrews

George Andrews

William Andrews

DUBLIN
SCHOOL
DISTRICT

DD
Henderlong

HILL RD.

MERCHANT P

FAIRBANKS
LOCAL
SCHOOL
DISTRICT

Y
Wilcox

B
John
Andrews

Z
Sonnenberg

COOK RD.

WELLS RD.

DUBLIN
SCHOOL
DISTRICT

K
S. Linn
Partnership
(State)

BB
Hjelm

Fogel-
Blane

BROCK RD.

HIGHLAND COURT

UNION COUNTY, OHIO
JEROME VILLAGE
SEPTEMBER 28, 2007

OR 859 PG 333

SCALE: HORIZ. 1" = 100'
VERT. 1" = 100'

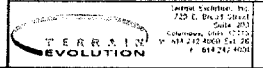


EXHIBIT C

PROFITS

“Profits” of a corporation means (i) net income as defined in Chapter 5733 of the Revised Code as it may from time to time be amended (or in the corresponding statute of any future Ohio corporation tax law imposed on or measured by net income), (ii) including (notwithstanding anything to the contrary in Chapter 5733 of the Revised Code) net income derived from intangible property, (iii) excluding net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a sole proprietorship means (i) net profit as reported to the Internal Revenue Service, (ii) excluding net profit with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, (iii) less the net losses as reported to the Internal Revenue Service for the five immediately preceding Income Charge Years to the extent that such losses have not previously been subtracted from net profit in calculating Profits, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a person or entity other than a corporation or sole proprietorship means (i) taxable income as defined in the Internal Revenue Code (or in the corresponding statute of any future United States Internal Revenue law), (ii) excluding taxable income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iii) allocated or apportioned to the Property in the manner described below.

For the purpose of paragraphs (a) and (b) below, “net income” shall mean (i) “net profit” in the case of a sole proprietorship and (ii) “taxable income” in the case of an entity other than a corporation or a sole proprietorship.

(a) Allocation of net income:

- (1) Net rents and royalties from any Parcel are allocable to the Property.
- (2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.
- (3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.
- (4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.

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(5) Capital gains and losses from the sale or other disposition of intangible personal property which may produce income enumerated in subparagraph (6) of this paragraph shall be allocated as set forth in such subparagraph. Capital gains and losses from the sale or other disposition of all other intangible personal property shall be allocated on the basis of commercial situs.

(6) Dividends, which are not otherwise deducted or excluded from net income, shall be apportioned to the Property in accordance with the ratio which the book value of the physical assets of the payor located on the Property bears to the book value of the total physical assets of the payor thereof located everywhere. Dividends received from payors, the location of whose physical assets is not available to the Resident, shall be apportioned as provided in subparagraph (8) of this paragraph.

(7) Patent and copyright royalties and technical assistance fees, not representing the principal source of gross receipts of the Resident are allocable to the Property to the extent that the activity of the payor thereof, giving rise to the payment, takes place on the Property.

(8) Any other net income, other than that enumerated in subparagraphs (1) to (7), inclusive, of this paragraph, shall be allocated to the Property on the basis of the apportionment mechanism provided in paragraph B below.

(b) Apportionment of net income: The amount of net income, excluding the net income which is allocable under subparagraphs A(1) through A(7), apportioned to the Property shall be determined by multiplying such net income by a fraction, the numerator of which is the sum of the property factor plus the payroll factor plus the sales factor, and the denominator of which is three, provided that the denominator of three shall be reduced by the number of factors which have a denominator of zero. The property, payroll and sales factors shall be determined as follows:

(1) The property factor is a fraction, the numerator of which is the average value of the Resident's real and tangible personal property owned or rented and used in the trade or business on the Property during the Income Charge Year and the denominator of which is the average value of all of the Resident's real and tangible personal property owned or rented and used in the trade or business everywhere during such year. There shall be excluded from the numerator and the denominator of the property factor the original cost of property within Ohio with respect to which a "pollution control facility" certificate has been issued pursuant to Section 5709.21 of the Revised Code or an "industrial water pollution control certificate" has been issued pursuant to Section 5709.21 or former Section 6111.31 of the Revised Code.

(A) Real and personal tangible property owned by a Resident is valued at its original cost. Real and personal tangible property rented by a Resident is valued at eight times the net annual rental rate. Net annual rental rate means the

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annual rental rate paid by the Resident less any annual rental rate received by the Resident from subrentals.

(B) The average value of real and personal tangible property shall be determined by averaging the values at the beginning and the end of the Income Charge Year, but the Community Authority may require the averaging of monthly values during the Income Charge Year, if reasonably required to reflect properly the average value of the property.

(2) The payroll factor is a fraction the numerator of which is the total amount paid within the Property during the Income Charge Year by the Resident for compensation, and the denominator of which is the total compensation paid everywhere by the Resident during such year:

(A) Compensation means any form of remuneration paid to an employee for personal services.

(B) Compensation is paid within the Property if:

(i) The recipient's service is performed entirely on the Property;

(ii) The recipient's service is performed both on and off the Property, but the service performed off the Property is incidental to the recipient's service performed on the Property; or

(iii) Some of the service is performed on the Property and either the base of operations, or if there is no base of operations, the place from which the service is directed or controlled is on the Property.

(C) Compensation is paid on the Property to any employee of a common or contract motor carrier corporation, who performs his regularly assigned duties on a motor vehicle both on and off the Property, in the same ratio by which the mileage traveled by such employee on the Property bears to the total mileage traveled by such employee everywhere during the Income Charge Year.

(3) The sales factor is a fraction the numerator of which is the value of business done, measured by the sum of all sales on the Property by the Resident during the Income Charge Year, and the denominator of which is the total value of its business done, measured by the sum of all sales by the Resident everywhere during such year.

(A) Sales of tangible personal property on the Property shall include all sales originating at a Place of Business on the Property where the tangible personal property is received on the Property by the purchaser. In the case of delivery of tangible personal property by common carrier or by other means of

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transportation, the place at which such tangible personal property is ultimately received after all transportation has been completed shall be considered as the place at which such tangible personal property is received by the purchaser. Direct delivery on the Property, other than for purposes of transportation, to a person or firm designated by a purchaser constitutes delivery to the purchaser on the Property and direct delivery off the Property to a person or firm designated by a purchaser does not constitute delivery to the purchaser on the Property, regardless of where title passes or other conditions of sale.

(B) Sales of other than tangible personal property on the Property shall include all sales of services, of intangible property or of real property with respect to which either the income-producing activity is performed on the Property or the income-producing activity is performed both on and off the Property and a greater proportion of the income-producing activity is performed on the Property than off it, based on costs of performance. If the income-producing activity involves the solicitation of a sale, the location of the solicitation shall control. If the sale is principally solicited by the Resident, or its agent from an office on the Property, such activity shall be allocated to the Property. If the sale is principally solicited by the Resident or its agent from an office off the Property, such activity shall not be allocated to the Property.

(c) If application of the allocations and apportionment provided for in this Exhibit does not fairly determine the Profits of a Resident attributable to the business activity actually conducted by the Resident on the Property, the Community Authority may require, or the Resident may request in writing and the Community Authority may approve, application of an alternative method of allocation and apportionment.

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EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

THIS _____ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY (this “_____ Supplemental Declaration”) is made as of the _____ day of _____, _____, by [OWNER NAME, type of entity (the “Owner”)], JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company (the “Initial Private Developer”),] and JEROME VILLAGE COMMUNITY AUTHORITY (the “Community Authority”).

WHEREAS on _____, _____, that certain Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio (the “Declaration”), was recorded at _____ in the office of the Recorder, Union County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, the [Initial Private Developer and] the Community Authority reserved the right to submit Additional Property (as that term is defined in the Declaration) to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the “Restrictions”); and

WHEREAS, the Owner, as the owner of a _____ acre tract of real property located in _____ County, Ohio, more particularly described in Exhibit A (the “Property”) attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

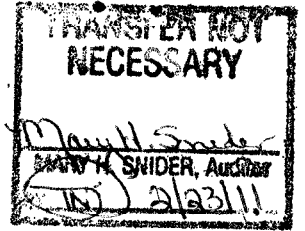
[WHEREAS, the undersigned, being the Initial Private Developer and the Community Authority, hereby determine pursuant to the terms of Section 2.01 of the Declaration to permit _____ to become a party to the Declaration as an Additional Private Developer;]

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner[, the Initial Private Developer] and the Community Authority hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2011 FEB 23 PM 12:38

852°



JEROME VILLAGE

375562

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS ³

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

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EXHIBIT B – Initial Property owned by the Declarant and the Master Developer Subject to this
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MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration") is made on or as of this 17 day of February, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer") and J.A.S. Limited Partnership; William H. Marx, Jr., and Christine S. Marx, husband and wife; Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife; and Barbara Wilcox, Trustee of the Charles Wilcox Trust (collectively, the "Adjoining Owners"), subject to the provisions of Article XV hereof.

STATEMENT OF PURPOSE

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

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

C. The Master Developer is presently the owner of certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village.

D. The Adjoining Owners are presently the owners of that certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village being more particularly described in the attached Exhibit C (the "Adjoining Owner Property").

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

F. Detailed guidelines, consisting of the Development and Architectural Documents, as hereinafter defined, have been established to regulate all development, architecture and construction within Jerome Village. Each Parcel, as hereinafter defined, agrees to and shall be bound by such guidelines.

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

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

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

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

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property, subject to the provisions of Article XV hereof. The Property consists of approximately 1,395 acres of land, more or less, from which the Master Developer and the Adjoining Owners intend to subdivide several single-family and multi-family residential subdivisions, condominium regimes, subdivisions for a town center and commercial, office, educational, government, institutional and civic uses (each subdivision or condominium regime, whether residential or commercial, may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Jerome Village and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Jerome Village on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional

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parcels to, and declare them to be, subsequent Development Phases of Jerome Village. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Jerome Village, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Jerome Village may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Jerome Village is not a “planned community” for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the “Planned Community Statute”), due to the fact that the Planned Community Statute applies only to communities comprised of individual subdivided parcels which are occupied or intended to be occupied as dwelling units for use and occupancy for residential purposes by a single household or family. While certain portions of Jerome Village consist of such dwelling units, this Master Declaration also applies to Commercial Parcels. Those portions of Jerome Village that constitute a “planned community” for purposes of the Planned Community Statute shall be subject to the Jerome Village Residential Property Owners Association created as a Sub-Association hereunder, which shall comply with the provisions of the Planned Community Statute.

ARTICLE II. DEFINITIONS

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

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

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

C. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable, each organized as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

D. "Board" - the board of directors or other management body of each of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable.

E. "Bylaws" - the Bylaws of each of: (i) Jerome Village Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, (ii) the Jerome Village Commercial Property Owners Association, as further provided in Article VIII Paragraph F hereof, (iii) the Jerome Village Residential Property Owners Association, as further provided in Article IX Paragraph F hereof, and (iv) the Jerome Village Town Center Property Owners Association, as further provided in Article X Paragraph F hereof, as applicable in each case, also constituting the applicable code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

F. "Commercial Parcels" - a legally separate tax parcel created or subdivided from the Property on which commercial activities are contemplated to be conducted. Commercial Parcels include those portions of the Jerome Village Town Center used for commercial purposes, except for purposes of membership in the Commercial Property Owners Association, of which Commercial Parcels in the Town Center shall not be members, due to the fact that they are members of the Town Center Property Owners Association created hereunder.

G. "Commercial Property Owners Association" – Jerome Village Commercial Property Owners Association, being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article VIII hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels. The Commercial Property Owners Association shall be named JEROME VILLAGE COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio

non-profit corporation or other appropriate non-profit entity. Commercial Parcels located in the Town Center shall not be included in the Commercial Property Owners Association, but shall be included in the Town Center Property Owners Association.

H. "Commercial Property Declaration" – the Commercial Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels other than those located in the Town Center.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Jerome Village. All such Common Property shall be owned by the Community Authority, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property shown on the Open Space Plan for Common Property attached hereto as Exhibit D, as the same may be amended and modified with respect to final subdivision plats of Jerome Village; provided that at the full build out and completion of Jerome Village, Common Property shall equal at least forty percent (40%) of all real property included within Jerome Village.

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

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

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

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

N. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals

having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Jerome Village.

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

P. "Development and Architectural Documents" - the Jerome Village Property Code, the Jerome Village Commercial Center Property & Architectural Design Code and the Jerome Village Architectural Pattern Book, as modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

Q. "Development Phase" - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision, multi-family residential subdivision (including a Condominium) or non-residential development (such as a commercial development) is to be developed and constructed.

R. "Directors" - those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association, those natural Persons appointed or elected to the Board of the Commercial Property Owners Association as provided in Article VIII Paragraph E hereof and the Bylaws of the Commercial Property Owners Association, those natural Persons appointed or elected to the Board of the Residential Property Owners Association as provided in Article IX Paragraph E hereof and the Bylaws of the Residential Property Owners Association, and those natural Persons appointed or elected to the Board of the Town Center Property Owners Association as provided in Article X Paragraph E hereof and the Bylaws of the Town Center Property Owners Association, as applicable.

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

T. "Governing Documents" - as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Documents, and all amendments thereto, the Community Authority Declaration, as defined in Article XIV hereof, applicable building and zoning laws, subdivision and other plats of property in Jerome Village, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents

(including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Jerome Village.

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

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

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

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

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

Z. "Member" - any person or entity (i) entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof, (ii) entitled to membership in the Commercial Property Owners Association, as provided for in Article VIII Paragraph B hereof, (iii) entitled to membership in the Residential Property Owners Association, as provided for in Article IX Paragraph B hereof, or (iv) entitled to membership in the Town Center Property Owners Association, as provided for in Article X Paragraph B hereof, as applicable.

AA. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided from the Property on which residential apartment units are to be developed and constructed, other than Condominium Units.

BB. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer.

CC. "Parcel" - a legally separate tax parcel subdivided or created from the Property. Parcels include Lots, Units, Multi-Family Parcels and Commercial Parcels.

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

EE. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B, together with the Adjoining Owner Property described on attached Exhibit C, subject, in the case of the Adjoining Owner Property, to the terms and conditions of Article XV hereof, and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all real property constituting Jerome Village shall be a part of the Property hereunder.

FF. "Residential Parcel" - means each Lot and the platted subdivision of which it is a part, each residential Condominium Unit, its undivided interest in the common elements of the Condominium of which it is a part, the Condominium of which it is a part, and each Multi-Family Parcel.

GG. "Residential Property Owners Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article IX hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Lots, Units or

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Multi-Family Parcels. The Residential Property Owners Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

HH. "Residential Property Declaration" – the Residential Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Residential Parcels.

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

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

KK. "Sub-Association" - The Commercial Property Owners Association, the Residential Property Owners Association, the Town Center Property Owners Association and each additional sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XVII hereof.

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

MM. "Town Center Property Declaration" – the Town Center Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels within the Town Center.

NN. "Town Center Property Owners Association" - Jerome Village Town Center Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article X hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels within the Town Center. The Town Center Property Owners Association shall be named JEROME VILLAGE TOWN CENTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Lots, Units or Multi-Family Parcels located within the Town Center shall not be part of the Town Center Property Owners Association, but shall be a part of the Residential Property Owners Association.

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

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

ARTICLE III. GOALS

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

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

ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

- A. Use. Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels. No Improvements may be constructed, modified or demolished by a Developer or

Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

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

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

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

E. Signs. All signage located within Jerome Village shall comply with the signage requirements of the Development and Architectural Documents.

F. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. The foregoing shall not apply to pet stores located on Commercial Parcels. Up to two (2) horses may be kept on any residentially planned and zoned Parcel having in excess of five (5) acres that is not a Condominium.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any Unit or dwelling or structure erected on

any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot, Unit or Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots, Multi-Family Parcels or Condominium Parcels without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit a Lot or Unit Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot, Unit or apartment unit located on a Multi-Family Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Lot, Multi-Family Parcel or Condominium Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on Lots, Multi-Family Parcels or Condominium Parcel, including, without limitation, sheds or barns. Storage buildings shall be permitted on Multi-Family Parcels and Condominium Parcels only as permitted by the Design Review Board pursuant to Article V hereof. Open storage and storage buildings shall be permitted on Commercial Parcels only as permitted by the Design Review Board pursuant to Article V hereof.

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

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

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the

conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident's family.

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

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

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

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

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, Multi-Family Parcel or Condominium Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property. The foregoing restrictions as to propane gas and fuel oil tanks shall not apply to Parcels in excess of five (5) acres not developed as Condominiums, multi-family apartments or Commercial Parcels, and the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds located on the Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be

responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement street tree planting requirements relative to Commercial Parcels and within Condominium Parcels and Multi-Family Parcels.

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

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Documents.

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

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

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

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to

the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

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

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

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

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

A. Design Review Board. There is hereby created and constituted the Jerome Village Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned mixed use communities such as Jerome Village. At all times, the Design Review Board

shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property. The Design Review Board shall be governed in their review and approval by the Development and Architectural Documents.

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

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

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Documents, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and the Development and Architectural Documents; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best

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interest of the community and is within the spirit of the standards of the Development and Architectural Documents. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

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

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Jerome Village and shall be the sole and exclusive authority for interpretation of the Development and Architectural Documents, subject to the provisions of Article V Paragraph G hereof.

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

G. Amendments, Modifications and Amplifications of Development and Architectural Documents. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to amend, modify and amplify the Development and Architectural Documents, subject to the terms and conditions of the zoning and governmental approvals pertaining to Jerome Village. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Documents.

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

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

J. Green Concept Development. Jerome Village is a "Green Concept Development", meaning key natural features will be identified and preserved within the Common Property. Storm water for Jerome Village will be handled through low impact designated drainage systems with extensive use of bio-swales, thus insuring rainwater will be returned to the aquifer. Major wetlands will be maintained and created to purify water and create wildlife habitat. The Master Developer, the Design Review Board and the Master Association shall each have enforcement rights hereunder to preserve and protect all bio-swales, wetlands and drainage systems installed with Jerome Village.

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

ARTICLE VI. EASEMENTS AND LICENSES

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

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

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

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping,

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storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

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

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

ARTICLE VII. THE MASTER ASSOCIATION

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

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

C. Composition of Master Association Board. At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of one (1) Director elected from each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Each Director of the Master

Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

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

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

ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Commercial Parcel (other than Commercial Parcels located in the Town Center), there shall be created as a Sub-Association of the Master Association, the Commercial Property Owners Association and the Commercial Property Declaration shall be filed against and encumber such Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel (other than Commercial Parcels located in the Town Center), the Commercial Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed, such that at all times, all Commercial Parcels (other than the Commercial Parcels located in the Town Center) shall be encumbered by the Commercial Property Declaration. At all times, the Commercial Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not

terminate a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Commercial Property Owners Association shall be set forth in the Commercial Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Commercial Property Owners Association, including all amendments hereto and thereto.

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

1. Master Member. There shall be one (1) Master Member of the Commercial Property Owners Association, being the Master Developer. In all Commercial Property Owners Association matters involving a vote, the Master Member of the Commercial Property Owners Association shall have one (1) vote for each Commercial Parcel of the Property (whether or not such Commercial Parcel has been transferred to a Developer or individual Commercial Parcel Owner); until such time as the Commercial Parcel Owners become voting members of the Commercial Property Owners Association, as provided in Article VIII Paragraph D.2. hereof, after which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in its role as Master Member of the Commercial Property Owners Association but shall retain voting rights only as a Commercial Parcel Owner Member to the extent applicable.

2. Commercial Parcel Owner Members. Each Owner of a Commercial Parcel (excluding Commercial Parcels in the Town Center) shall be a member of the Commercial Property Owners Association. Sub-Associations created as permitted by Article XVII Paragraph B hereof shall not be Members of the Commercial Property Owners Association. The Commercial Parcel Owner Members shall not be voting members of the Commercial Property Owners Association until the Turnover Date, at which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in the Commercial Property Owners Association in its role as Master Member and each Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Commercial Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 15,000 sq. ft. of building Improvements (or portion thereof if less than 15,000 sq. ft.).

Irrespective of whether the Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Commercial Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Commercial Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Commercial Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Commercial Property Owners Association consisting of three (3) natural persons who own or represent the owners of Commercial Parcels (other than Commercial Parcels located in the Town Center). Each Director of the Commercial Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Commercial Property Owners Association shall expire annually.

ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Residential Parcel, there shall be created as a Sub-Association of the Master Association, the Residential Property Owners Association and the Residential Property Declaration shall be filed against and encumber such Residential Parcel. Thereafter, prior to the development of any additional Residential Parcel, the Residential Property Declaration shall be amended and expanded to encumber each such Residential Parcel being developed, such that at all times, all Residential Parcels shall be encumbered by the Residential Property Declaration. At all times, the Residential Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer, each Lot or Unit Owner and each Owner of a Multi-Family Parcel shall have a membership in the Residential Property Owners Association,

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

C. Governance. Voting and all other matters regarding the governance and operation of the Residential Property Owners Association shall be set forth in the Residential Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Residential Property Owners Association, including all amendments hereto and thereto.

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

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

2. Lot, Unit or Multi-Family Parcel Owner Members. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Owner of a Multi-Family Parcel shall be a member of the Residential Property Owners Association. Sub-Associations created as permitted by

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

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

Irrespective of whether the Lot, Unit or Multi-Family Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Residential Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Residential Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Residential Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Residential Property Owners Association consisting of three (3) natural persons who own or represent the Lot, Unit and Multi-Family Parcel Owners. Each Director of the Residential Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Residential Property Owners Association shall expire annually.

ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to development of any portions of the Town Center as a Commercial Parcel, there shall be created as a Sub-Association of the Master Association, the Town Center Property Owners Association and the Town Center Property Declaration shall be filed against and encumber such portions of the Town Center thereby

developed as a Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel in the Town Center, the Town Center Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed in the Town Center, such that at all times, all Commercial Parcels located in the Town Center shall be encumbered by the Town Center Property Declaration. At all times, the Town Center Property Owners Association shall be subject and subordinate to the Master Association.

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

C. Governance. Voting and all other matters regarding the governance and operation of the Town Center Property Owners Association shall be set forth in the Town Center Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Town Center Property Owners Association, including all amendments hereto and thereto.

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

1. Master Member. There shall be one (1) Master Member of the Town Center Property Owners Association, being the Master Developer. In all Town Center Property Owners Association matters involving a vote, the Master Member of the Town Center Property Owners Association shall have one (1) vote for each Town Center Commercial Parcel of the Property (whether or not such Town Center Commercial Parcel has been transferred to a Developer or individual Town Center Commercial Parcel Owner); until such time as the Town Center Commercial Parcel Owners become voting members of the Town Center Property Owners Association, as provided in Article X Paragraph D.2. hereof, after which time, the Master Member of the Town Center

Property Owners Association shall no longer have any voting rights in its role as Master Member of the Town Center Property Owners Association but shall retain voting rights only as a Town Center Commercial Parcel Owner Member to the extent applicable.

2. Town Center Commercial Parcel Owner Members. Each Owner of a Town Center Commercial Parcel shall be a member of the Town Center Property Owners Association. Sub-Associations created as permitted by Article XVII hereof shall not be Members of the Town Center Property Owners Association. The Town Center Commercial Parcel Owner Members shall not be voting members of the Town Center Property Owners Association until the Turnover Date, at which time the Master Member of the Town Center Property Owners Association shall no longer have any voting rights in the Town Center Property Owners Association in its role as Master Member and each Town Center Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Town Center Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Town Center Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Town Center Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 5,000 sq. ft. of building Improvements (or portion thereof if less than 5,000 sq. ft.).

Irrespective of whether the Town Center Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Town Center Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Town Center Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Town Center Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Town Center Property Owners Association consisting of three (3) natural persons who own or represent the Town Center Commercial Parcel Owners. Each Director of the Town Center Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the

Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

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

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

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

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

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

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property

owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

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

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

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

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

ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

ARTICLE XIII. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole

benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

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

ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY

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

ARTICLE XV. ADJOINING OWNER PROPERTY

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

ARTICLE XVI. COMMON PROPERTY

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

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

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

ARTICLE XVII. SUB-ASSOCIATIONS

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

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

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

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

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

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

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LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

ARTICLE XIX. MISCELLANEOUS

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

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

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such

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

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not

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

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

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

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

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

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

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

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

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

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Signature page to follow.

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

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

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

By: *[Signature]*
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

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



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

[Signature]
Notary Public

Stewart Title Agency
of Columbus Box

120101153 LM

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Adjoining Owner

By: *[Signature]*
Name: *Dan Stone*
Title: *Member*

STATE OF OHIO
COUNTY OF *Franklin*) SS:

The foregoing instrument was acknowledged before me this *3rd* day of *February*, 2011, by *Dan Stone*, the *Member* of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

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

Marcia A. McCoy
Notary Public **MARCIA A. McCOY**
Notary Public
State of Ohio
My Commission Expires April 15, 2012

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Adjoining Owner

William H. Marx, Jr.

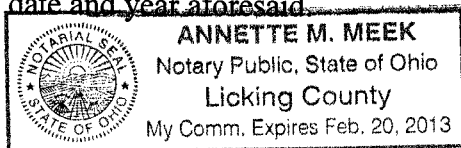
CHRISTINE S. MARX,
as an Adjoining Owner

Christine S. Marx

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

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

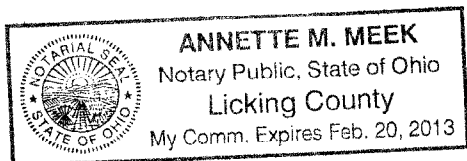


Annette M. Meek
Notary Public

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

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



Annette M. Meek
Notary Public

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Adjoining Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

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



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

Janice L. Gresko
Notary Public

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

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



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

Janice L. Gresko
Notary Public

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Master Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Adjoining Owner

Barbara J Wilcox

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

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



CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

Charles G. Kaps
Notary Public

LIST OF EXHIBITS

- EXHIBIT A Master Plan Area for Jerome Village
- EXHIBIT B Initial Property owned by the Declarant and the Master Developer
Subject to this Master Declaration
- EXHIBIT C Initial Property owned by Adjoining Owners Subject to this Master
Declaration
- EXHIBIT D Open Space Plan for Common Property
- EXHIBIT D-1 Delaware County Open Space
- EXHIBIT E Bylaws of the Master Association

EXHIBIT B
INITIAL PROPERTY OWNED BY THE DECLARANT AND THE
MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION

Tract A (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract);

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 ¼" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 ¼" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

Tract B (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

OR 907 PG 622

Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

Tract F (Highland Capital Partners, LLC)

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

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Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

Tract J (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, et al tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

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said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 ¼" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a ¾" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

Tract C (Hufnagle)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

Tract E (Weeks Family Limited Partnership)

Parcel 1

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

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653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14' 19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a 3/4 inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a 3/4 inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

Parcel 2

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

Tract H (Yerke)

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

Tract L (Highland Capital Partners, LLC)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

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Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Friday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Friday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

Tracts N & R
Parcel 1 (Miller)

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Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North $11^{\circ} 14' 40''$ West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South $83^{\circ} 43' 01''$ West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South $83^{\circ} 06' 35''$ West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North $06^{\circ} 15' 42''$ West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North $83^{\circ} 35' 44''$ East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South $11^{\circ} 13' 29''$ East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North $83^{\circ} 19' 38''$ East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South $11^{\circ} 14' 40''$ East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South $83^{\circ} 43' 01''$ West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

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Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

Parcel 2 (Bonta)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christopher Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

OR 907 PG 631

Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

Tract O (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 1/2" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 1/4" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 1/4" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 1/4" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off 3/4" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

Tract P (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

OR 907 PG 632

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

Tract Q (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 633

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a 3/4 inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

Tract T (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

OR 907 PG 634

Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a 3/4 inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

Tract U (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a 3/4 inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

OR 907 PG 635

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

Tract V (Newman)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

Tract W (Mechenbier)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

OR 907 PG 636

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a 3/4 inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

Tract X (Fry)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a 3/4 inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a 3/4 inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a 3/4 inch diameter iron pipe found at 33.04 feet) to a 3/4 inch diameter iron pipe found;

OR 907 PG 637

Thence South $83^{\circ} 57' 41''$ West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

Tract Y

Parcel 1 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North $83^{\circ} 21' 07''$ East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGINNING;

Thence North $06^{\circ} 46' 09''$ West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North $83^{\circ} 06' 35''$ East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South $11^{\circ} 20' 11''$ East a distance of 891.26 feet to a 1/2 inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South $83^{\circ} 40' 24''$ West a distance of 1105.10 feet (passing a 3/4 inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South $83^{\circ} 21' 07''$ West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

Parcel 2 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North $06^{\circ} 25' 30''$ West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 638

Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

Parcel 3 (Weeks)

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

Tract AA (Johnston)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32" East a distance of 1391.26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

Tract DD (Henderlong)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

OR 907 PG 640

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

Tract FF (Select Sires)

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

Tract KK (Williams)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

OR 907 PG 641

Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a 3/4 inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

Tract United Methodist Church

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

Former Barbara Wilcox, Trustee Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

OR 907 PG 642

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294. Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

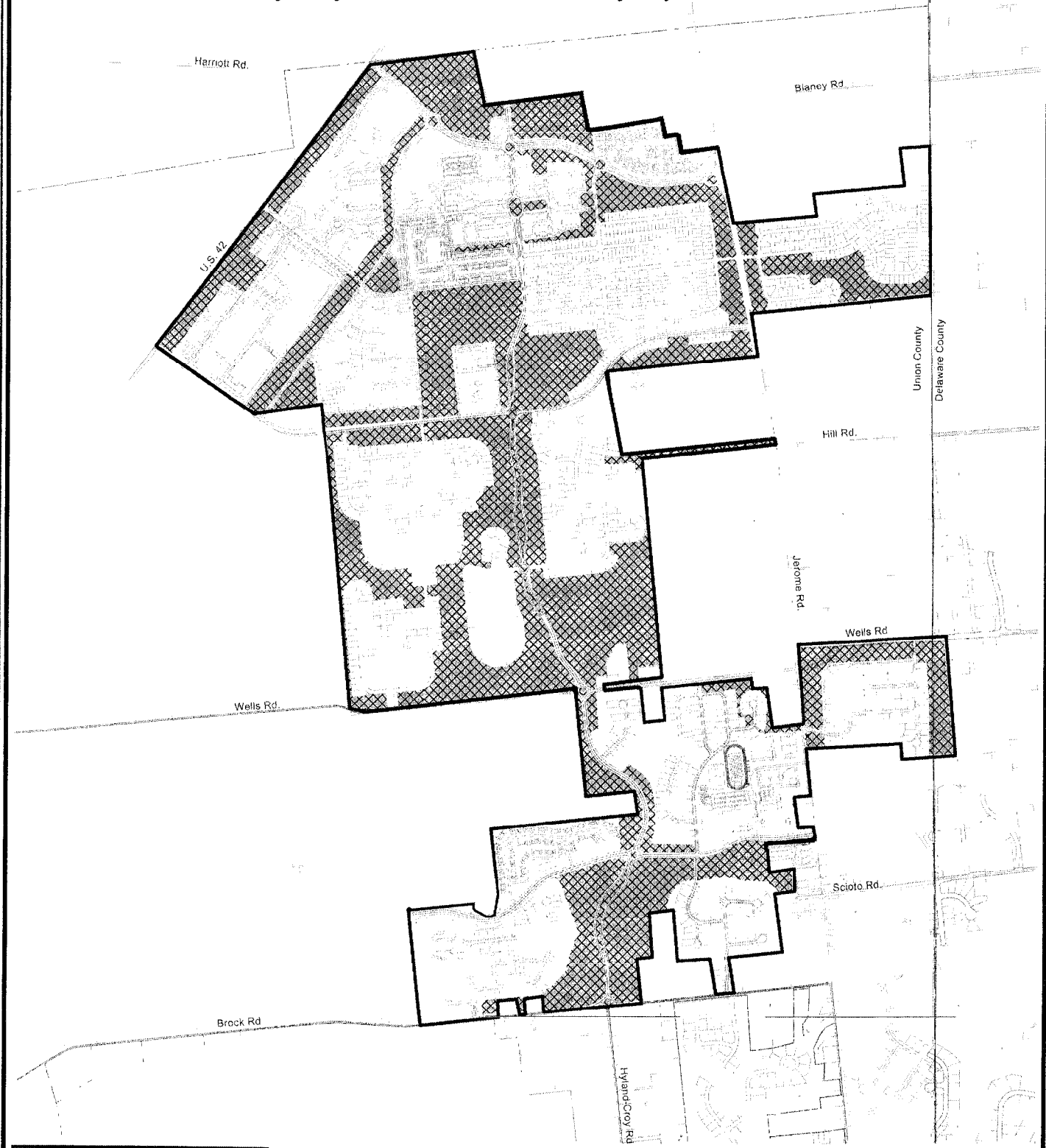
Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;


Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

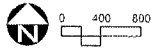
OR 907 PG 643

EXHIBIT D
Open Space Plan for Common Property



OPEN SPACE KEY

 Public Open Space



Public Open Space Plan
JEROME VILLAGE

Where applicable, in accordance with

The above map or drawing shows what the site is now. Jerome Village, The City of West Chester is for illustrative purposes only. Final layout and easements will be determined by the use of land development.

Developer
Nationwide Realty Investors
March 1, 2000

OR 907 PG 644

EXHIBIT E

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

SECTION I: NAME AND LOCATION

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

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

SECTION II: DEFINITIONS

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

SECTION III: MASTER ASSOCIATION

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

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

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

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

OR 907 PG 645

be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV: BOARD OF DIRECTORS

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

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

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

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

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

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

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

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

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common

receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

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

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

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

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

(f). procure and maintain insurance and bonds, as provided in the Master Declaration and as the Board deems advisable;

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

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

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

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

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The

managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

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

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

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

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

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

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

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

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

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 Jerome Village Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

SECTION X: INDEMNIFICATION

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

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in

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 Lot to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

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

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

SECTION XI: AMENDMENTS

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

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2011.

JEROME VILLAGE COMPANY, LLC, an
Ohio limited liability company

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

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

Former John Andrews Trustee Tract (I)

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKittrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

Former John Andrews Trustee Tract (II)

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

OR 907 PG 658

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605.86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

Former William Henry Andrews Tract

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blancy Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing

an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South $00^{\circ} 26' 33''$ East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South $84^{\circ} 11' 51''$ West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North $84^{\circ} 11' 52''$ East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North $11^{\circ} 15' 03''$ West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South $84^{\circ} 11' 52''$ West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

Former George Edward and Rebecca Andrews Tract

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South $11^{\circ} 15' 03''$ East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North $84^{\circ} 12' 06''$ East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South $00^{\circ} 26' 33''$ East a distance of 454.81 feet to an iron pin set;

OR 907 PG 660

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South $84^{\circ} 11' 55''$ West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

Tract Hjelm

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1363.80 feet to a survey nail found;

Thence North 06° 03' 56" West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South 83° 51' 24" West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North 06° 10' 56" West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a 3/4 inch diameter iron pipe found;

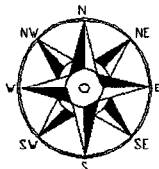
Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North 05° 55' 44" West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North 84° 10' 31" East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South 84° 52' 29" East for a distance of 226.04 feet, and a delta angle of 21° 54' 00" to a 5/8 inch diameter iron pin found;

Thence South 73° 55' 29" East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South 06° 00' 55" East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.



BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 0.478 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

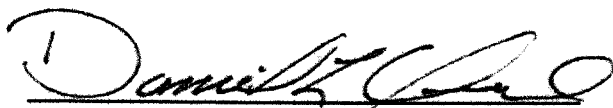
OR 907 PG 663

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

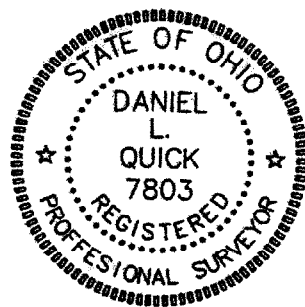
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

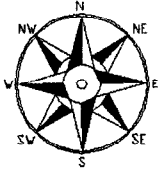
January 11, 2011

Date
Rev: 2/5/11



Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 664



BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 1.342 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South $83^{\circ} 50' 14''$ West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North $06^{\circ} 00' 55''$ West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South $83^{\circ} 50' 14''$ West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of $15^{\circ} 54' 56''$, a chord bearing North $88^{\circ} 12' 18''$ West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North $06^{\circ} 03' 56''$ West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North $06^{\circ} 00' 55''$ West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South $73^{\circ} 55' 29''$ East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

OR 907 PG 665

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for an **arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

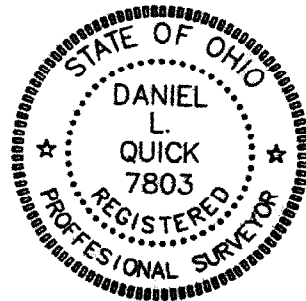
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S. 7803
Benchmark Surveying and Mapping Co.

January 11, 2011

Date
Rev: 2/4/11



Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 666

EXHIBIT C
INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION

Wilcox Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05°17'33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

Less and Except

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North $06^{\circ} 11' 31''$ West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South $83^{\circ} 48' 29''$ West a distance of 204.84 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South $05^{\circ} 17' 33''$ East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North $83^{\circ} 48' 29''$ East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North $06^{\circ} 11' 31''$ West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North $83^{\circ} 48' 29''$ East a distance of 204.84 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

JAS

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUIDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS

WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY
TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE BASEMENT FOR UTILITIES AS MORE PARTICULARLY SET
FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

OR 907 PG 670

Max

EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750); and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helan L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

Sonnenberg Tract 1

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South $83^{\circ} 48' 29''$ West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North $05^{\circ} 59' 32''$ West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of $90^{\circ} 14' 54''$, and a chord bearing South $51^{\circ} 06' 59''$ East a distance of 403.92 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.



16.109 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the **TRUE POINT OF BEGINNING**;

Thence **North 84° 24' 03" West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59" West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27" West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51" West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17" West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwest corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;



Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the **TRUE POINT OF BEGINNING** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

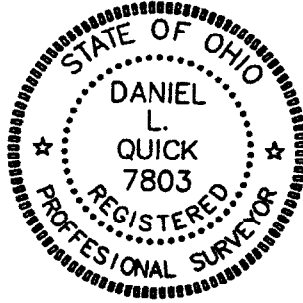
The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
 Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date



19.130 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the **TRUE POINT OF BEGINNING**;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

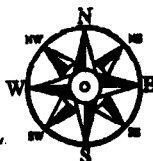
Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;



BENCHMARK SURVEYING & MAPPING CO.

70 S. Liberty Street
Voice 614-880-1281

Suite 102

Powell, Ohio 43065
Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

Thence along the grantors easterly line and the westerly line of said 7.637 acre tract South $06^{\circ} 03' 50''$ East a distance of 583.24 feet (passing an iron pin set at 553.24 feet) to the **TRUE POINT OF BEGINNING** and containing 19.130 acres, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S. 7803
Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date
Revised: Mar. 20, 2009

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2011 MAR 29 PM 12:34

392.⁰⁰

~~TRANSFER NOT NECESSARY~~

~~JAN 11 2011~~

~~*Andrea L. Weaver*
ANDREA L. WEAVER, AUDITOR
BY *T. J. North*~~

TRANSFER NOT NECESSARY

376342

MAR 29 2011

Andrea L. Weaver
ANDREA L. WEAVER, AUDITOR
BY *T. J. North*

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

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

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EXHIBIT A Master Plan Area for Jerome Village

EXHIBIT B Initial Property owned by Declarant Subject to this Declaration

EXHIBIT C Bylaws of Residential Property Owners Association

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

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

STATEMENT OF PURPOSE

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

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

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

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

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

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

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

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

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

ARTICLE I. APPLICABILITY

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

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

ARTICLE II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. GOALS

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

- A. Compliance with all zoning and similar governmental regulations;

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

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

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

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

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

ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Insurance.

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

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

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

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

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

ARTICLE VI. ASSESSMENTS

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

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

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

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

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

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

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

G. Remedies.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII. MAINTENANCE

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

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

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

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

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

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

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

ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY

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

ARTICLE IX. RESIDENTIAL COMMON PROPERTY

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

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

ARTICLE X. SUB-ASSOCIATIONS

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

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

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

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

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

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

ARTICLE XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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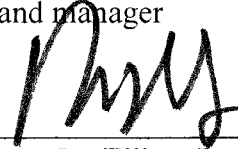
Signature page to follow.

**Stewart Title Agency
of Columbus Box**

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

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

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

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

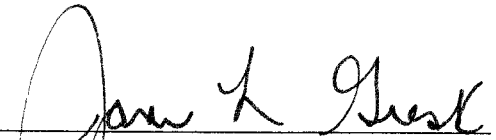
STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

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

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



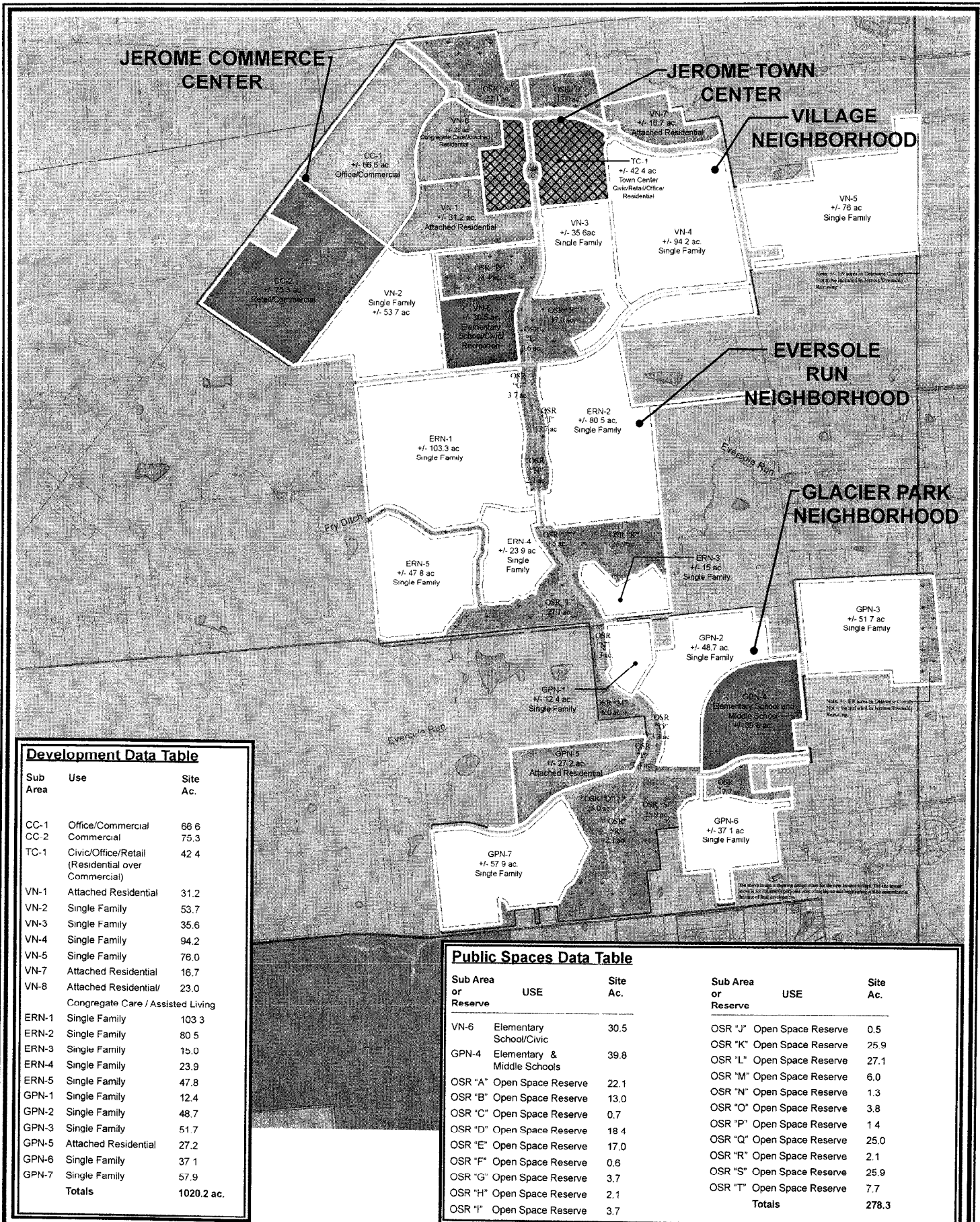
JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

LIST OF EXHIBITS

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

EXHIBIT A - MASTER PLAN AREA FOR JEROME VILLAGE

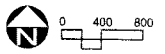


Development Data Table

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

Public Spaces Data Table

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



Sub Area Land Use Plan
JEROME VILLAGE OR 911 PG 950

Where life is in balance.

Developer:
Nationwide Realty Investors

March 13, 2007
 Approved by the Jerome District
 zoning Board at Meeting ID 2007

EXHIBIT B
INITIAL PROPERTY OWNED BY DECLARANT
SUBJECT TO THIS DECLARATION

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

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

OR 911 PG 951

EXHIBIT C

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

SECTION I. NAME AND LOCATION

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

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

SECTION II. DEFINITIONS

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

SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV. BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) supervise all officers, agents, and employees of the RPO Association and verify that their duties are properly performed;
- (d) prepare or cause an estimated annual budget to be prepared;
- (e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;
- (f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;
- (g) procure and maintain insurance and bonds, as provided in the Declaration and as the RPO Board deems advisable;
- (h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;
- (i) cause the restrictions created by the Master Declaration to be enforced; and
- (j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

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

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

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

SECTION V. OFFICERS

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

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

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

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

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

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

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

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

SECTION VI. COMMITTEES

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

SECTION VII. BOOKS AND RECORDS

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

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

SECTION VIII. FISCAL YEAR

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

SECTION IX. COMMON EXPENSES

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

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

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

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

SECTION X. ASSESSMENTS

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

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

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

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

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

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

(a) To interest owed to the RPO Association;

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

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

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

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

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or Assessment;
- (c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

- (a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.
- (b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.
- (c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.
- (d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.
- (e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI. LIENS ON PROPERTY

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

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

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

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

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

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

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

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

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

SECTION XII. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

SECTION XIII. AMENDMENTS

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

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Signature Page Follows

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

JEROME VILLAGE COMPANY, LLC, an
Ohio limited liability company

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

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

OR 911 PG 968



**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

November 3, 2023

Public Service with integrity

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

Re: Eversole Run Neighborhood Section 1, Phase 4
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on October 26, 2023. The construction drawings have been approved by our office. Construction work has commenced on site but has not been completed. As such, we have required a performance bond/surety for the outstanding improvements. The performance bond has been received but has not yet been approved by the Board of Commissioners.

We have no further comments on the contents of the final plat.

Because the surety has not yet been approved, we recommend denial of the plat. Should we obtain approval of the surety by the Board of Commissioners prior to next Thursday's Zoning and Subdivision Committee and Executive Committee meeting, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.
Project Engineer
Union County Engineer

EVERSOLE RUN NEGHBORHOOD SECTION 1 PHASE 4

Comments:

Everything looks fine on the plat.

Thank you,

Chris



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

Jerome Township Zoning Department

October 23, 2023

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

Re.: Eversole Run Neighborhood Section 1, Phase 4 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the final plat known as Eversole Run Neighborhood Section 1, Phase 4 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. A detailed development plan, Case #PD06-110 FDP-02 was approved in accordance with the provisions of Chapter 500 of the Zoning Resolution to allow for development at the site. The proposed final plat complies with that approved detailed development plan, as modified.
2. The table titled "Minimum Lot Size" on page 1 should be titled "Minimum Lot Area".

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: Adam Schultz <adam.schultz@uchd.net>
Sent: Tuesday, October 24, 2023 8:35 AM
To: Brad Bodenmiller
Cc: Heather Martin; Gram Dick
Subject: Re: Distribution Letter + Plat for ERN-1 Phase 4 - Final Plat

Good morning,

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

Adam Schultz, REHS
Director of Environmental Health
Union County Health Department
940 London Avenue, Suite 1100
Marysville, Ohio 43040
Main: 937-642-2053
Direct: 937-645-2040
adam.schultz@uchd.net



"I have not failed. I've just found 10,000 ways that won't work."
Thomas A. Edison

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On Sun, Oct 22, 2023 at 9:35 PM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Good morning,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 1 (ERN-1), Phase 4 – Final Plat**. Paper copies were delivered/mailed on Friday. Please note the meeting dates and call with any questions. Thank you!

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, November 1, 2023 11:21 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - November LUC Executive Meeting

Brad,

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

Jerome Professional Park - Preliminary Plat

1. No Comments

ERN, Section 1, Phase 4 - Final Plat

1. No Comments

Glacier Pointe, Section 5 - Preliminary Plat

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

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: Thursday, October 26, 2023 3:25 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for ERN-1 Phase 4 - Final Plat

Union Soil and Water has no comments for **Eversole Run Neighborhood, Section 1 (ERN-1), Phase 4 – 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: Sunday, October 22, 2023 9:35 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for ERN-1 Phase 4 - Final Plat

Good morning,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Eversole Run Neighborhood, Section 1 (ERN-1), Phase 4 – Final Plat**. Paper copies were delivered/mailed on Friday. Please note the meeting dates and call with any questions. Thank you!

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Brent Ransome <bransome@ure.com>
Sent: Tuesday, October 31, 2023 8:31 PM
To: Brad Bodenmiller
Cc: Beau Michael
Subject: ERN-1 Phase 4

Hi Brad,

URE has no comments on the final plat for ERN-1 Phase 4. Let me know if you have any questions.

Thanks,

Brent Ransome

Manager of Engineering Services



15461 US Highway 36 | Marysville, Ohio 43040

Office: (937)642-1826

Direct: (937)645-9241

Bransome@ure.com | ure.com



Applicant:	<p style="text-align: center;">OFMD, Ltd c/o Trevor Arnold 230 West Street, Suite 200 Columbus, OH 43215 tarnold@lifestylecommunities.com</p> <p style="text-align: center;">EMH&T, Inc. c/o John Bruno III, PE 5500 New Albany Road Columbus, OH 43054 jbruno@emht.com</p>
Request:	Approval of Glacier Pointe, Section 5 – Preliminary Plat.
Location:	Located north of the point where Mitchell-Dewitt Road crosses over US Hwy 33 in Jerome Township, Union County. (Note: This is the most northern section of Glacier Pointe.)

Staff Analysis:	<p>This Preliminary Plat involves 100.07 acres of land and proposes 98 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 6.38 acres in right-of-way ○ 26.71 acres in single-family residential lots ○ 66.98 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>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 11-02-23. 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. Sheet 2: RCC is shown as a pavement alternate. This is no longer an acceptable method of construction in the County.
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2. ***The Township Fire Department requested no parking signs on both sides of Glacier Pointe Drive.***
3. One of the streets, Street A, still needs a name.
4. ***Per the Infrastructure Agreement, the next platted lot requires the turn lane on Mitchell Dewitt to McKitrick must be completed.***
5. All appropriate OEPA/ODNR/ACOE permitting will be required prior to the start of construction.
6. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final Construction Drawing review process.
7. Detail 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 structures.
8. Provide detailed construction drawings to private utility providers.

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

- In an email dated 10-26-23, the District advised it had no comments.

• **Union County Health Department**

- In an email dated 10-26-23, 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 11-01-23. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)
 1. Provide a 10’ Utility Easement flanking the right-of-way along all proposed waterlines.
 2. The City provided Easement language it wants included on the Final Plat.

• **Jerome Township**

- Jerome Township submitted comments in a letter dated 10-25-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. An approved Development Plan is needed before the Township can provide notice of zoning compliance for the Final Plat.
 2. Sheet 1: The Township stated the boundary map is outdated. Property owners and zoning districts for certain parcels are incorrect.
 3. Sheet 1: The Township advised the Vicinity Map is missing a label for US Hwy 33.
 4. General Development Summary table: The Township requested several changes to the General Development Summary table. The table appears on several sheets.
 5. The Township provided comments regarding where to measure the setback line from and how to label it.

• **ODOT District 6**

- No comments received as of 11-01-23.

• **Union Rural Electric**

- URE submitted comments in a letter dated 10-31-21. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)



1. 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. URE provided easement areas in a drawing and noted there are five (5) road crossings identified.
3. Still need to complete electrical facility layout.

• **LUC Regional Planning Commission**

1. Included in the packet submitted to LUC was a variance request for the length of a block, to allow for a single block to be longer than 1,500'. The applicant apparently did not submit this to Union County. However, the block is not longer than 1,500', so this request is unnecessary.
2. Sheet 1: Indicate location by section, range, and township or by VMS (§313, 2.).
3. Sheet 1: Three notes refer to the wrong Glacier Pointe section. Please review the note regarding the floodplain, open space, and zoning.
4. Sheets 5-9: Easements are unlabeled and the widths are not always indicated (§313, 12.).
5. Sheets 5-9: Dimensions are missing where the open space and right-of-way adjoin/share a property line (§313, 12.; §313, 16.).
6. Sheet 7: Please review rear lot line of Lot 127. This seems short, and does not match the recorded copy of Glacier Pointe, Section 2, Phase 1 – Final Plat (§313, 15.).
7. Easements for water and sewer must be a minimum of 20' and 10' for other utilities (§313, 12.; §414).
8. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).
9. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).
10. 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.;



Logan-Union-Champaign regional planning commission

Staff Report – Glacier Pointe Section 5

	§326; §330).
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Staff Recommendations:	Staff recommends APPROVAL of Glacier Pointe, Section 5 – 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:	
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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: Dave Gulden, AICP

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.	_____		x
b.	_____		x
c.	_____		x
d.	_____		x
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"	x	
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.	x	
3	Location by section, range, and township or Virginia Military Survey (VMS).	x	
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.	x	
5	Date of survey.	x	
6	Scale of the plat, north point, and date.	x	
7	Boundaries of the subdivision and its acreage.	x	
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.	x	
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.	x	
10	Zoning classification of the tract and adjoining properties.	x	
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.	x	
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.	x	
13	Layout, names and widths of proposed streets and easements.	x	
14	Building setback lines with dimensions.	x	
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.	x	
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.	x	
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.	x	



Logan-Union-Champaign regional planning commission

Director: Dave Gulden, AICP

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.	x	
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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.	x	
20	Description of proposed covenants and restrictions.	x	
21	Description of proposed zoning changes.	x	
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.	x	
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.	x	
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.		x
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.	x	
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	x	

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

BENCH MARKS
(NAVD 1988)

- BM#1 Railroad spike in the east side of a 40 inch oak tree located on the west side of project site and 700 feet north of Newton Clark Lane stubbed road.
Elev = 963.65
- BM#2 Chiseled "X" on the west flange bolt of a fire hydrant located 50 feet south of the intersection of Newton Clark Lane and Coe Drive.
Elev = 957.86
- BM#3 Chiseled "X" on the east flange bolt of a fire hydrant located on the west side of Glacier Pointe Drive and 100 feet south of the intersection of Avalon Lane and Glacier Point Drive.
Elev = 976.52

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 AND SINGLE FAMILY DWELLINGS, AS PART OF THE GLACIER POINTE DEVELOPMENT. THE TRIBUTARY AREAS FOR THIS PROJECT ACCUMULATE AND DISCHARGE TO U.S. ROUTE 33 DITCH.

PROPOSED POND

RETENTION PONDS P-101 CONSTRUCTED WITH SECTION 1, AND P-104 CONSTRUCTED WITH SECTION 2 WILL BE USED FOR STORMWATER MANAGEMENT PURPOSES. EXISTING PONDS ARE WITHIN DRAINAGE EASEMENTS, AND THE PONDS & OUTLET ARE ON DITCH MAINTENANCE.

WATER QUALITY

WATER QUALITY VOLUMES WILL BE CONTAINED IN THE EXISTING STORMWATER MANAGEMENT BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHCO00005.

FLOODPLAIN

THE GLACIER POINTE SECTION 4 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 GLACIER POINT SECTION 3 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, URE ELECTRICAL FACILITIES EASEMENTS, AND RECREATIONAL USE.

ZONING

GLACIER POINTE, SECTION 3 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)

VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 412.3, TO ALLOW BLOCK LENGTH OF 1,636 FEET WHICH IS MORE THAN 1,500'. THIS PERTAINS TO SEGMENT OF EMMONS DRIVE BETWEEN SARVENT DRIVE AND FLETT LANE.

GENERAL DEVELOPMENT SUMMARY

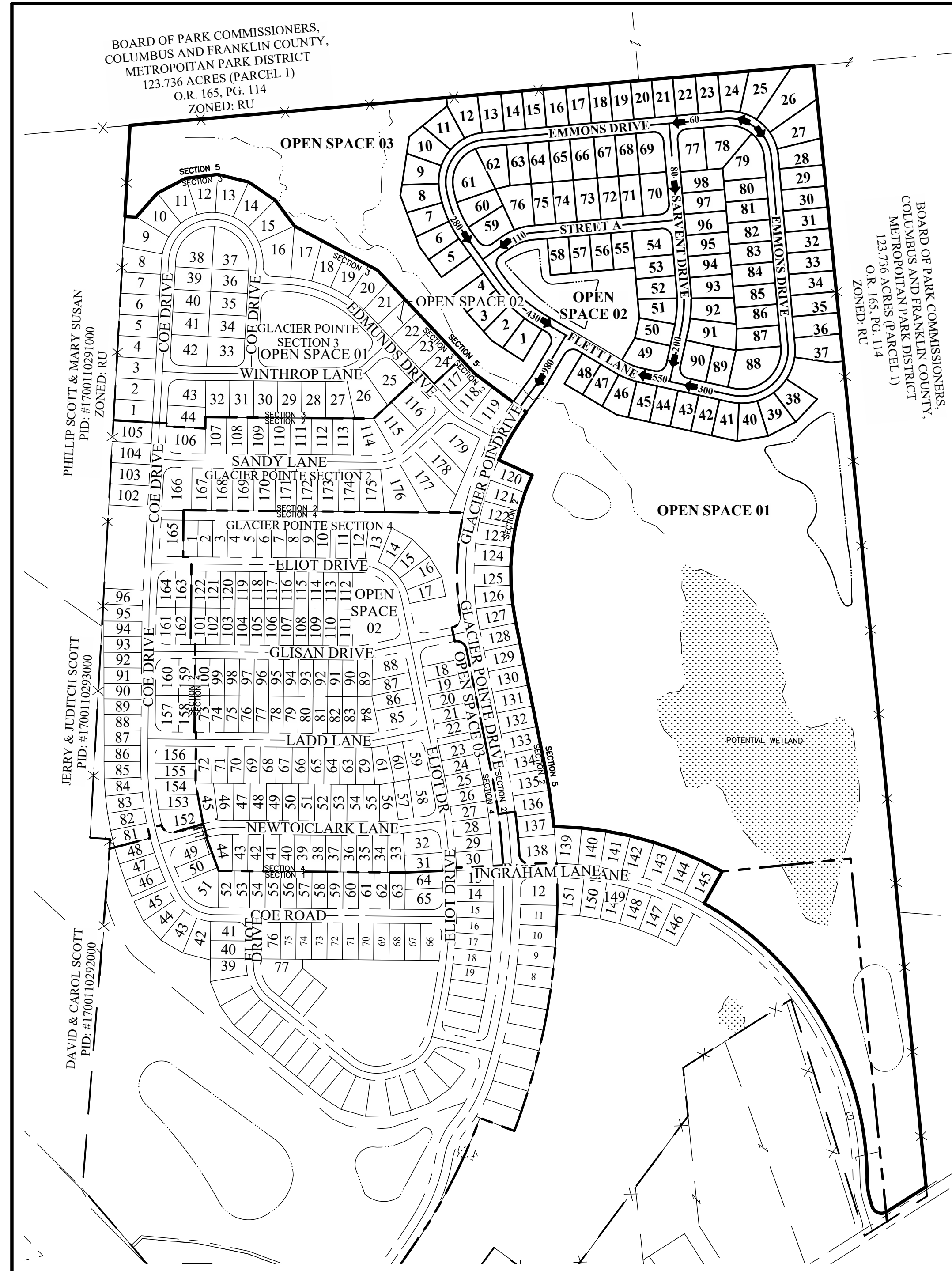
TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'

STANDARD CONSTRUCTION DRAWINGS

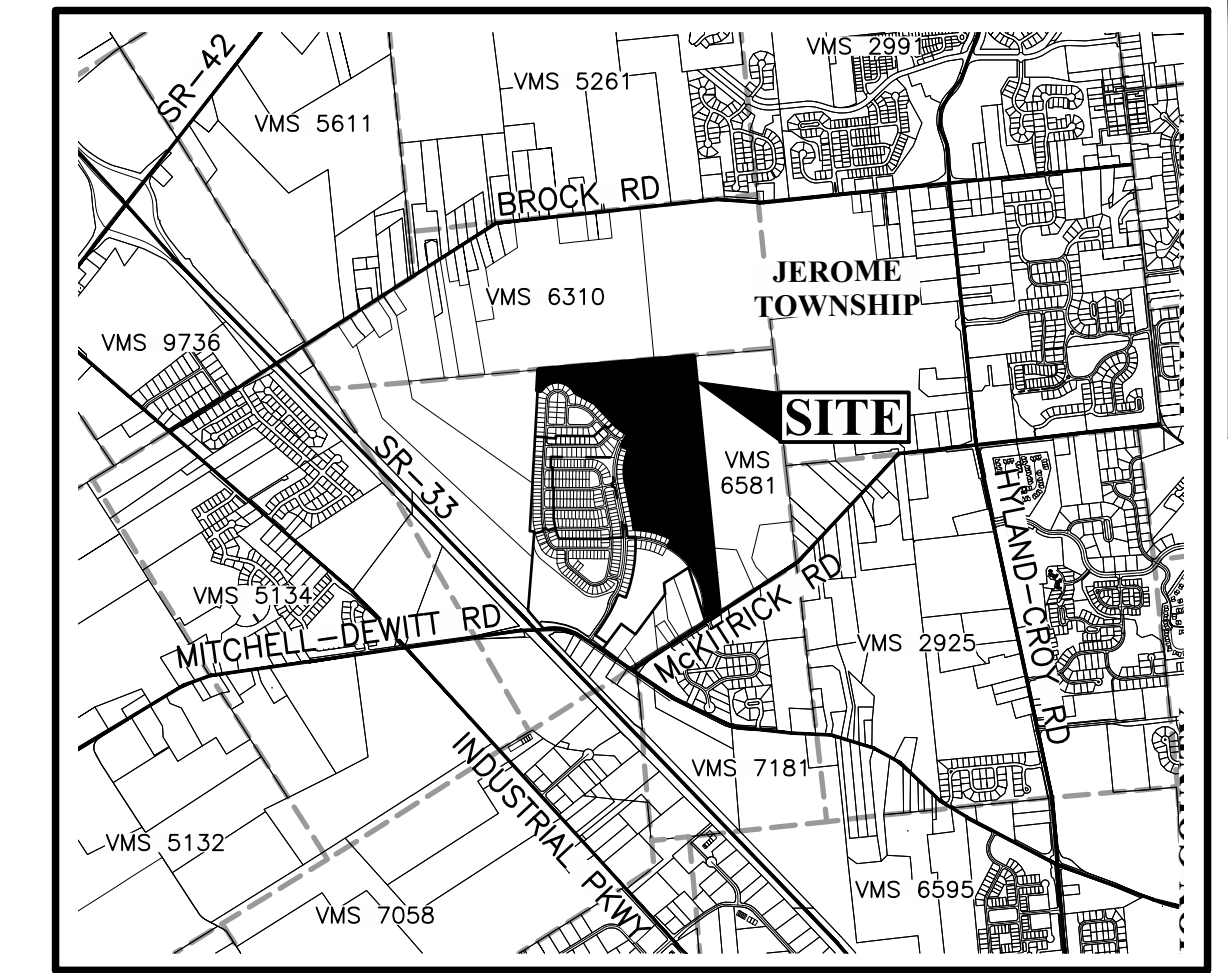
The Standard Construction Drawings listed on these plans are to be considered a part thereof.

Union County	City of Columbus	ODOT	City of Marysville
Dwg. No. 7	2319	BP-3.1	WTR-01
Dwg. No. 11		CB-1.1	WTR-02
		CB-1.2	WTR-03
		CB-2.1	WTR-06
		CB-2.2	WTR-07
		MH-1.2	WTR-08
			WTR-09

JEROME TOWNSHIP, UNION COUNTY, OHIO PRELIMINARY PLAT FOR GLACIER POINTE SECTION 5 2023



INDEX MAP
Scale: 1" = 300'



LOCATION MAP
Not to Scale

SHEET INDEX

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Post Development Tributary Area Map	25

ENGINEER

EMH&T, Inc.
John C. Bruno III, PE
5500 New Albany Road
Columbus, OH 43054
Tel: (614) 775-4500
Fax: (614) 775-4804
Email: jbruno@emht.com

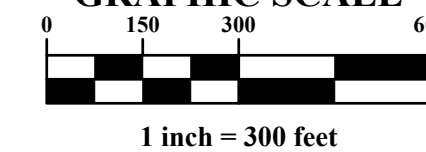
SURVEYOR

EMH&T, Inc.
Matthew J. Kirk, PE
5500 New Albany Road
Columbus, OH 43054
Tel: (614) 775-4500
Fax: (614) 775-4804
Email: mkirk@emht.com

DEVELOPER/OWNER

Encore Living, LLC
Attn: Joy McIntire
68 North High Street,
Building E, Suite 105
New Albany, OH 43054
Tel: (614) 855-0500
Fax: (614) 416-2004

GRAPHIC SCALE



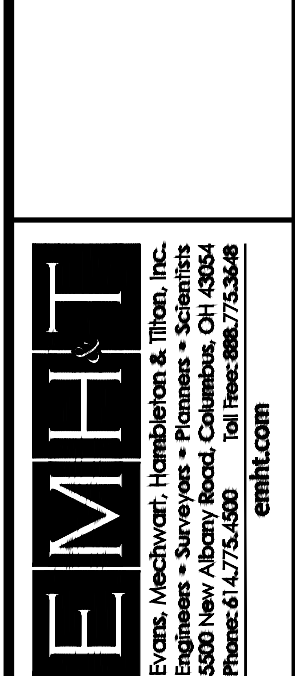
BOUNDARY SURVEY DATE: SEPTEMBER 4, 2020

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SET DATE: OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

REVISIONS
ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
GLACIER POINTE
SECTION 5
TITLE SHEET



DATE
OCTOBER 18, 2023

SCALE
AS NOTED

JOB NO.
2023-0052

SHEET
1/25

I:\20230052\Draw\04\Sheets\PDVP\20230052-PDVP-01-02.dwg, Last Saved By: o'hara, Shaun, 10/19/2023 8:31 AM
Xrefs: 20230052-CG-REFER-TBL, 20230052-CG-REFER-F, 20230052-CG-REFER-N, Location Map

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BOARD OF PARK COMMISSIONERS,
 COLUMBUS AND FRANKLIN COUNTY,
 METROPOLITAN PARK DISTRICT

123.736 ACRES (PARCEL 1)
 O.R. 165, PG. 114
 ZONED: RU

Soil Legend:

- Ble1B1: BLOUNT SILT LOAM, END MORIANE, 2 TO 4 PERCENT SLOPES
- Gwd5C2: GLYNWOOD SILT LOAM, 6 TO 12 PERCENT SLOPES, ERODED
- Pk: PEWAMO SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES
- BoA: BLOUNT SILT LOAM, 0 TO 2 PERCENT SLOPES
- BoB: BLOUNT SILT LOAM, 2 TO 4 PERCENT SLOPES
- MrB: MORLEY SILT LOAM, 2 TO 6 PERCENT SLOPES

Note:
 Existing topographic survey information per field survey completed on 11/11/2020.



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SET DATE: OCTOBER 18, 2023

REVISIONS	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAN
**FOR
 GLACIER POINTE
 SECTION 5**
 EXISTING CONDITIONS PLAN

EMHT

EMHT
 ENGINEERS, ARCHITECTS & PLANNERS
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.757.5500 Fax: 614.757.5505
 emht.com

DATE
 OCTOBER 18, 2023

SCALE
 1" = 100'

JOB NO.
 2023-0052

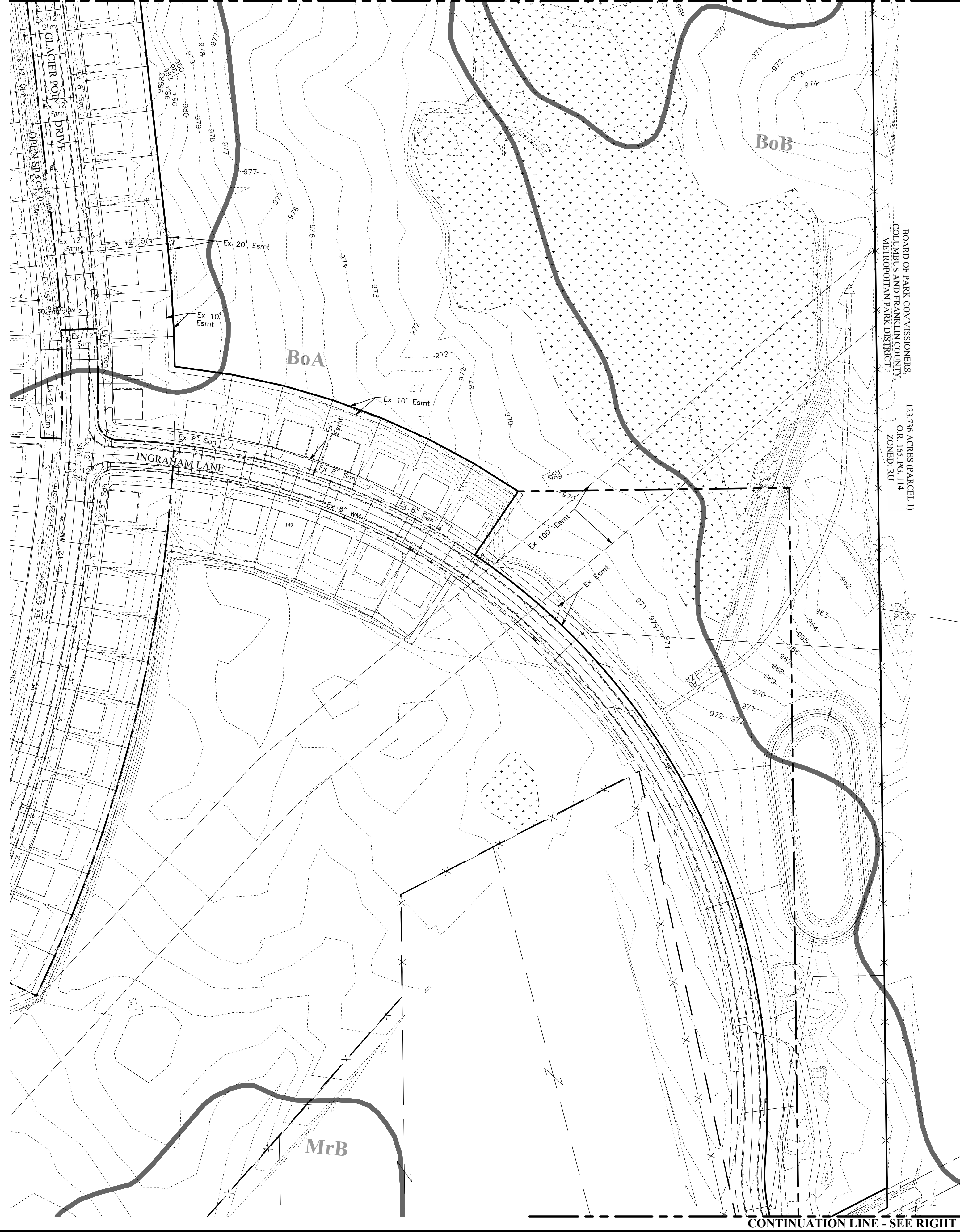
SHEET
 3/25

CONTINUATION LINE - SEE SHEET 4

CONTINUATION LINE - SEE SHEET 4

CONTINUATION LINE - SEE SHEET 3

CONTINUATION LINE - SEE SHEET 3



Soil Legend:

Ble1B1:	BLOUNT SILT LOAM, END MORIANE, 2 TO 4 PERCENT SLOPES
Gwd5C2:	GLYNWOOD SILT LOAM, 6 TO 12 PERCENT SLOPES, ERODED
Pk:	PEWAMO SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES
BoA:	BLOUNT SILT LOAM, 0 TO 2 PERCENT SLOPES
BoB:	BLOUNT SILT LOAM, 2 TO 4 PERCENT SLOPES
MrB:	MORLEY SILT LOAM, 2 TO 6 PERCENT SLOPES

Note:
Existing topographic survey information per field survey completed on 11/11/2020.



REVISIONS	PRELIMINARY
MARK	DATE
DESCRIPTION	

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
GLACIER POINTE
SECTION 5
EXISTING CONDITIONS PLAN

EMHT
E.M. HART
ENGINEERS & SURVEYORS
5000 New Albany Road, Columbus, OH 43264
Phone: 614.757.5500 Fax: 614.757.5501
emht.com

DATE	OCTOBER 18, 2023
SCALE	1" = 100'
JOB NO.	2023-0052
SHEET	4/25

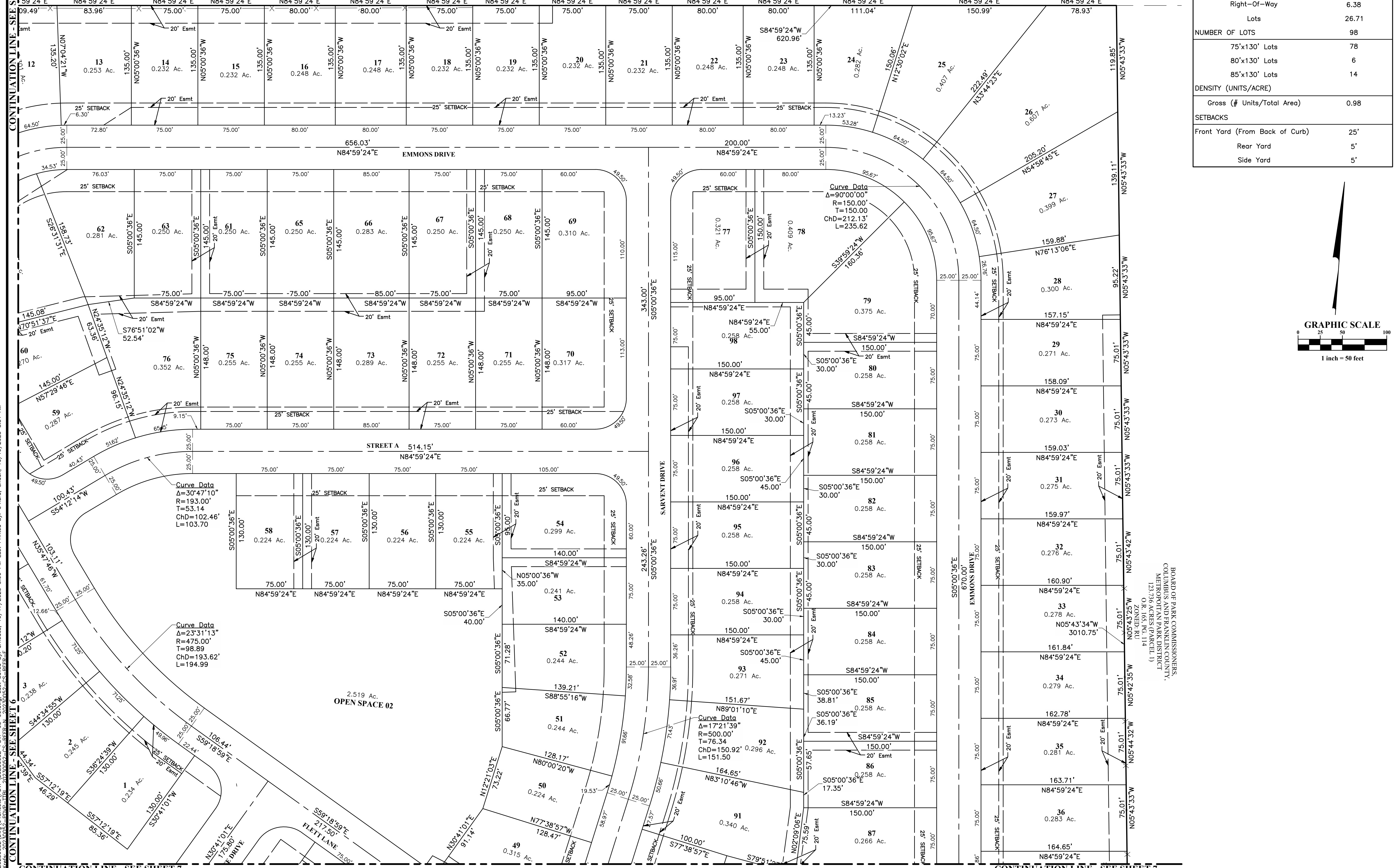
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CONTINUATION LINE - SEE RIGHT

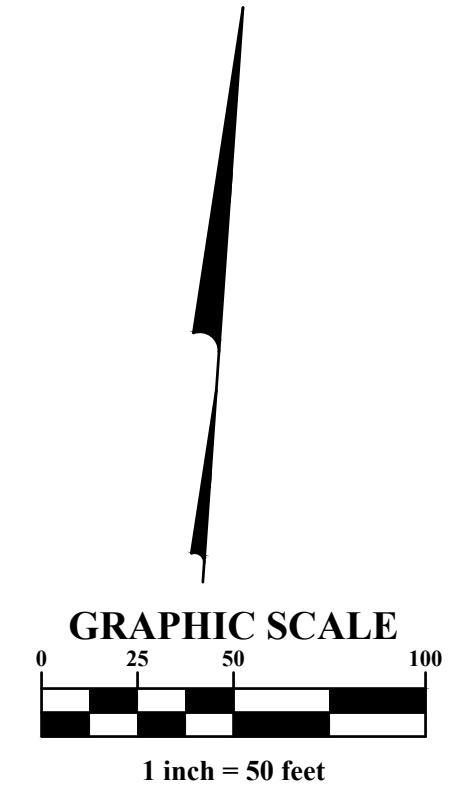
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CONTINUATION LINE - SEE SHEET 6
CONTINUATION LINE - SEE SHEET 7

BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114 ZONED: RU



GENERAL DEVELOPMENT SUMMARY	
TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	0.98
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SET DATE: OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

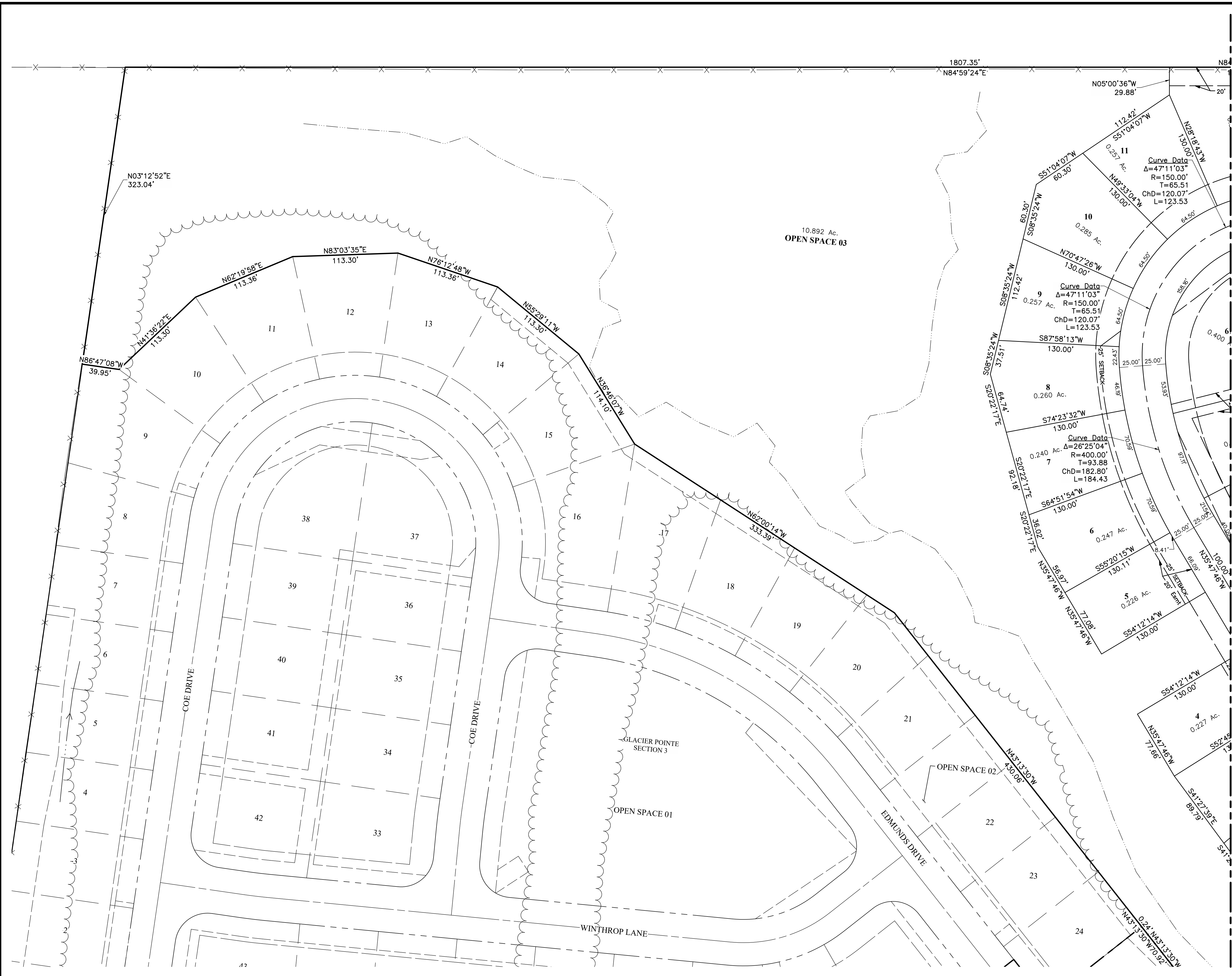
JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
GLACIER POINTE
SECTION 5
PRELIMINARY PLAN

BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114
ZONED: RU

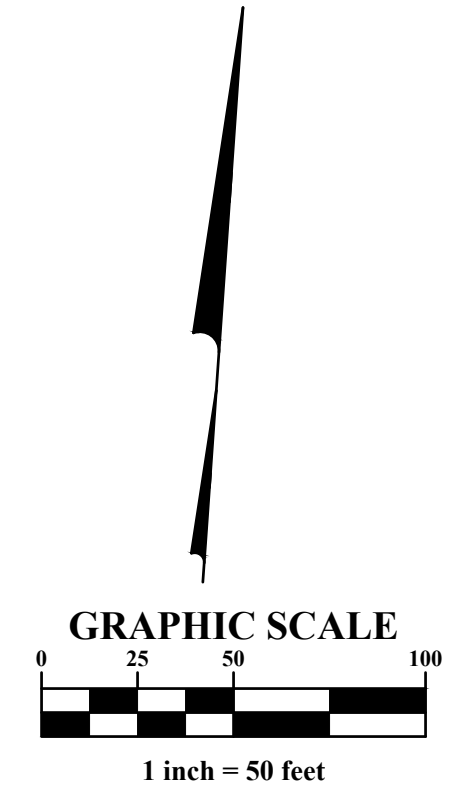
EMHT
EMHT Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43264
Phone: 614.757.5500 Fax: 614.757.5500
emht.com

DATE: OCTOBER 18, 2023
SCALE: 1" = 50'
JOB NO.: 2023-0052
SHEET: 5/25

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 2 Years: 2023/10/12 - PDVP-05-09.dwg - CS-REFER-F



GENERAL DEVELOPMENT SUMMARY	
TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'



CONTINUATION LINE - SEE SHEET 5

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
GLACIER POINTE
 FOR
SECTION 5
 PRELIMINARY PLAT

REVISIONS	MARK	DATE	DESCRIPTION

EMHT
 ENGINEERS & SURVEYORS
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.775.5500 Fax: 614.775.5501 emht.com

DATE: OCTOBER 18, 2023
 SCALE: 1" = 50'
 JOB NO.: 2023-0052
 SHEET: 6/25

ENCORE LIVING, LLC
 PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 PLAN SET DATE: OCTOBER 18, 2023

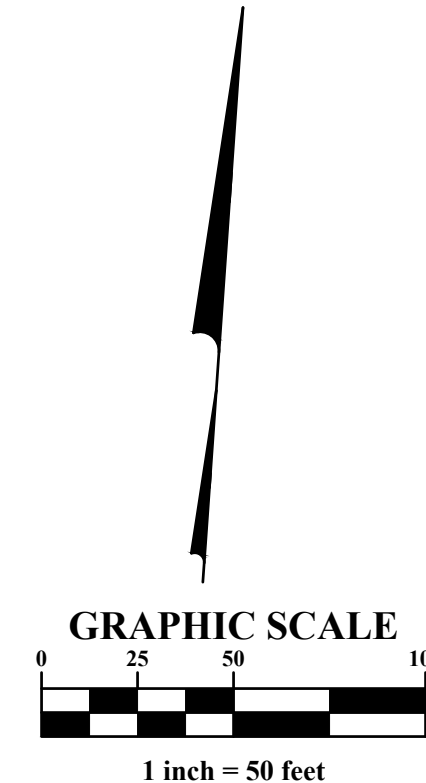
CONTINUATION LINE - SEE SHEET 5

CONTINUATION LINE - SEE SHEET 5



GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'



PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 PLEASE SET DATE
 OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE
 SECTION 5
 PRELIMINARY PLAT

EMHT
 Earth Measurement & Technology, Inc.
 Engineers • Surveyors • Planners • Scientists
 500 New Albany Road, Columbus, OH 43264
 Phone: 614.757.5500 Fax: 614.757.5501
 emht.com

DATE
 OCTOBER 18, 2023

SCALE
 1" = 50'

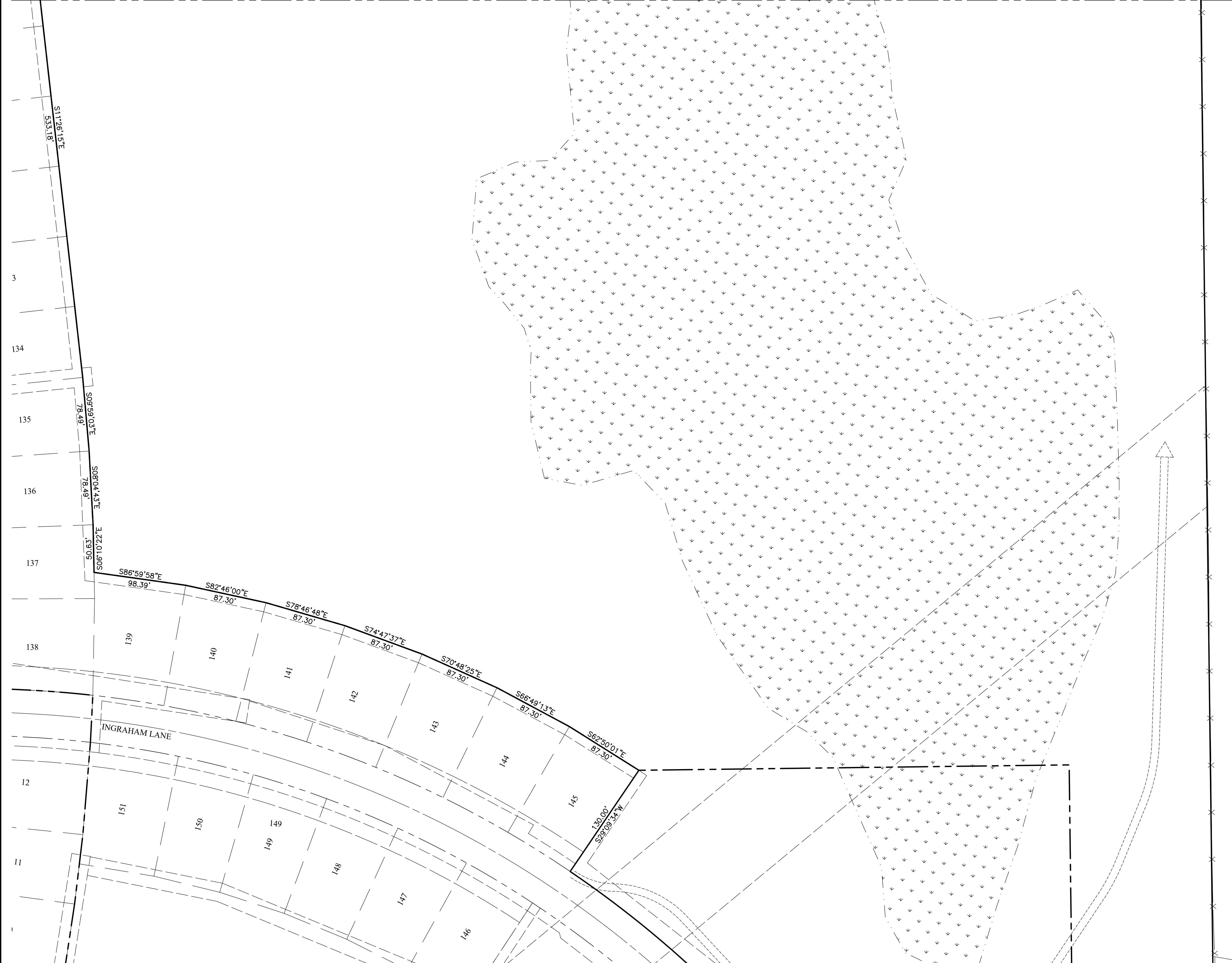
JOB NO.
 2023-0052

SHEET
 7/25

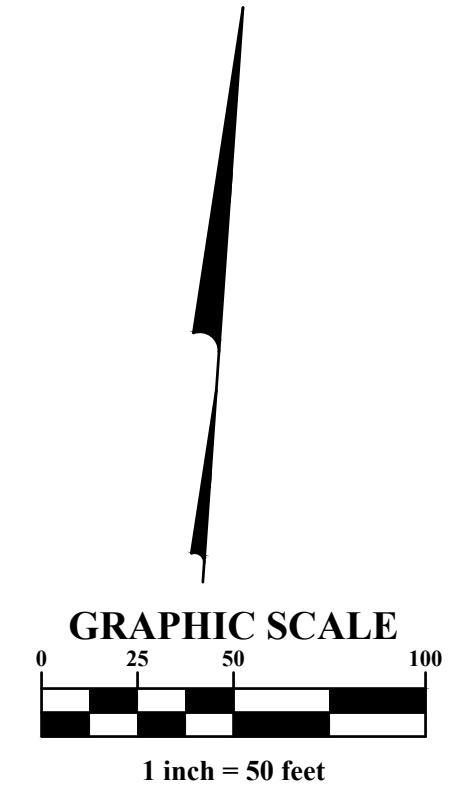
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CONTINUATION LINE - SEE SHEET 8

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 3 Years: 20231012 - E:\2023\0052 - CS - REEF - F



GENERAL DEVELOPMENT SUMMARY	
TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'



PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 PLAN SET DATE
 OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE
 SECTION 5
 PRELIMINARY PLAT

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE
 SECTION 5
 PRELIMINARY PLAT

EMHT
 Earth Measurement & Technology, Inc.
 Engineers • Surveyors • Planners • Scientists
 500 New Albany Road, Columbus, OH 43204
 Phone: 614.775.5500 Fax: 614.775.5501 emht.com

DATE
 OCTOBER 18, 2023

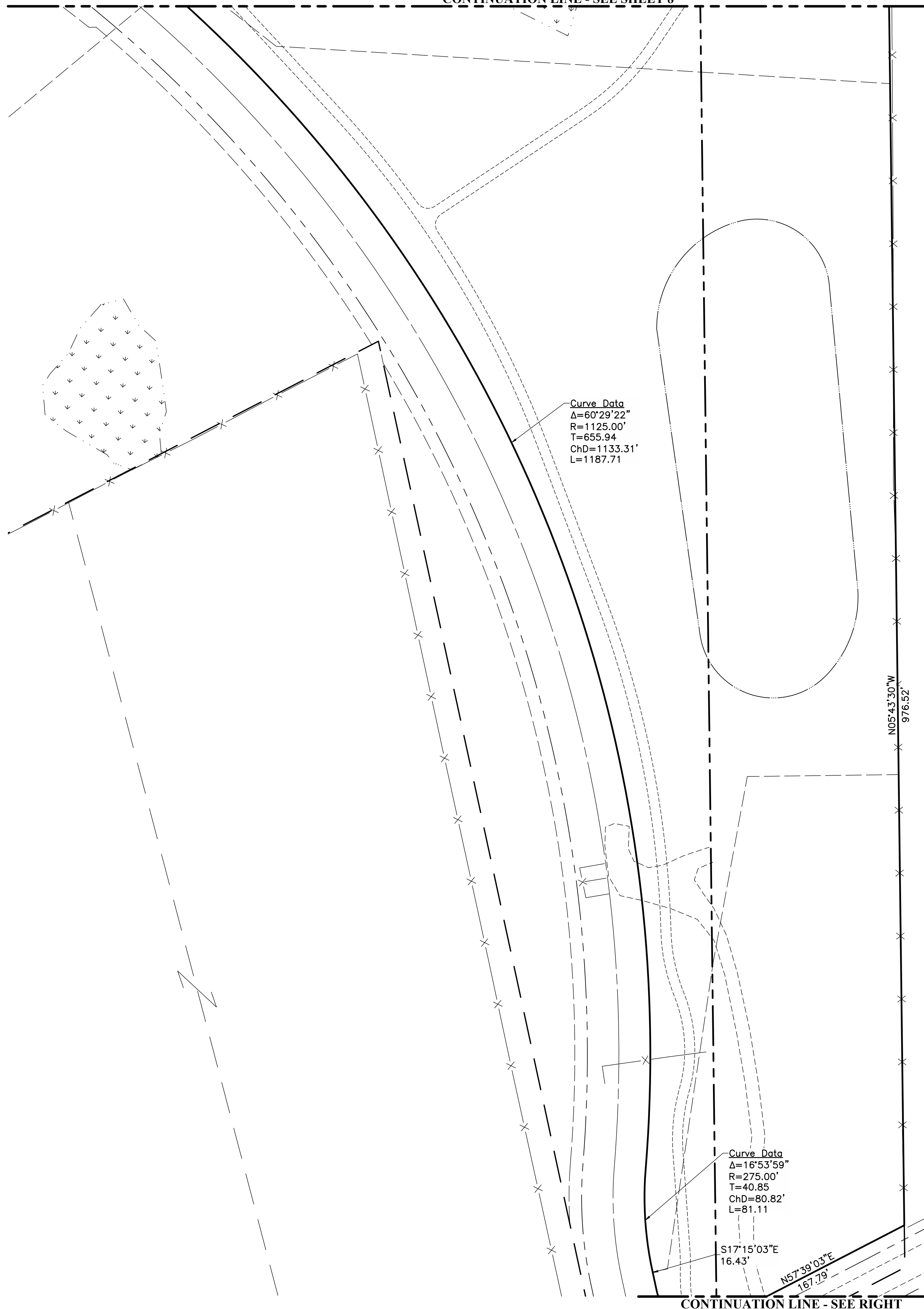
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JOB NO.
 2023-0052

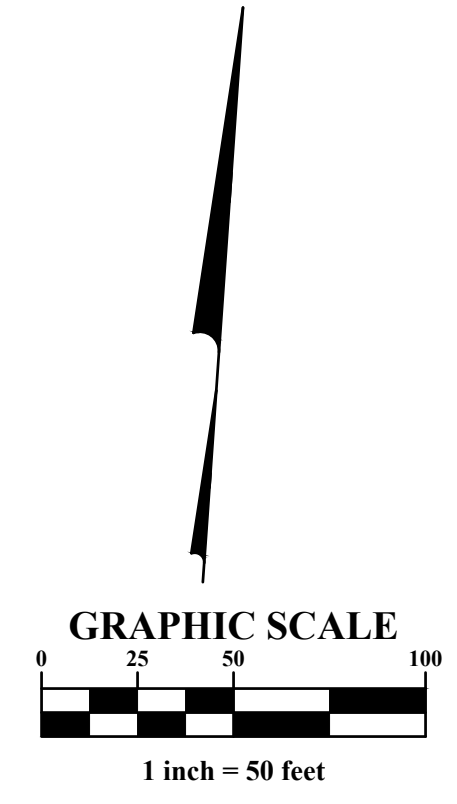
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 8/25

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CONTINUATION LINE - SEE SHEET 8



GENERAL DEVELOPMENT SUMMARY	
TOTAL AREA (ACRES)	100.07
Open Space	66.98
Right-Of-Way	6.38
Lots	26.71
NUMBER OF LOTS	98
75'x130' Lots	78
80'x130' Lots	6
85'x130' Lots	14
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	0.98
SETBACKS	
Front Yard (From Back of Curb)	25'
Rear Yard	5'
Side Yard	5'



MARK	DATE	DESCRIPTION

REVISIONS

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE
 SECTION 5
 PRELIMINARY PLAT

EMHT
 Earth Measurement & Technology, Inc.
 Engineers • Surveyors • Planners • Scientists
 500 New Albany Road, Columbus, OH 43254
 Phone: 614.757.5000 Fax: 614.757.5001
 emht.com

DATE
 OCTOBER 18, 2023

SCALE
 1" = 50'

JOB NO.
 2023-0052

SHEET
 9/25

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PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
 PLAN SET DATE
 OCTOBER 18, 2023

REVISIONS	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAN
GLACIER POINTE
 SECTION 5
 COMPOSITE UTILITY PLAN

EMHT
 ENGINEERS & ARCHITECTS
 5000 New Albany Road, Columbus, OH 43254
 Phone: 614.775.5500 Fax: 614.775.5501
 emht.com

DATE
 OCTOBER 18, 2023

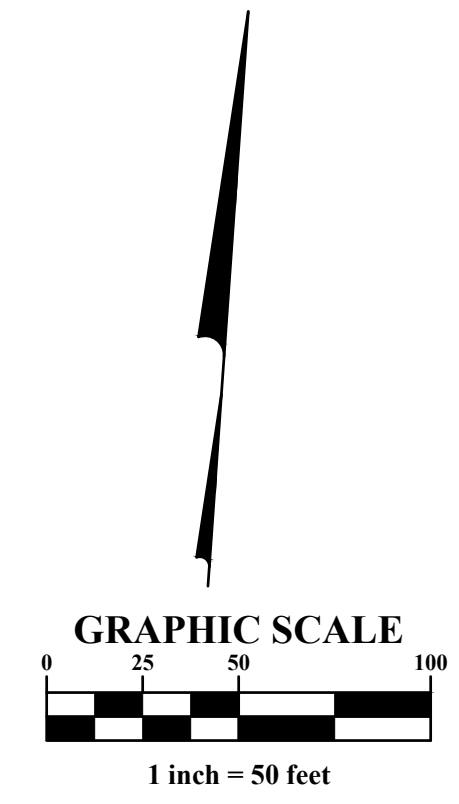
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JOB NO.
 2023-0052

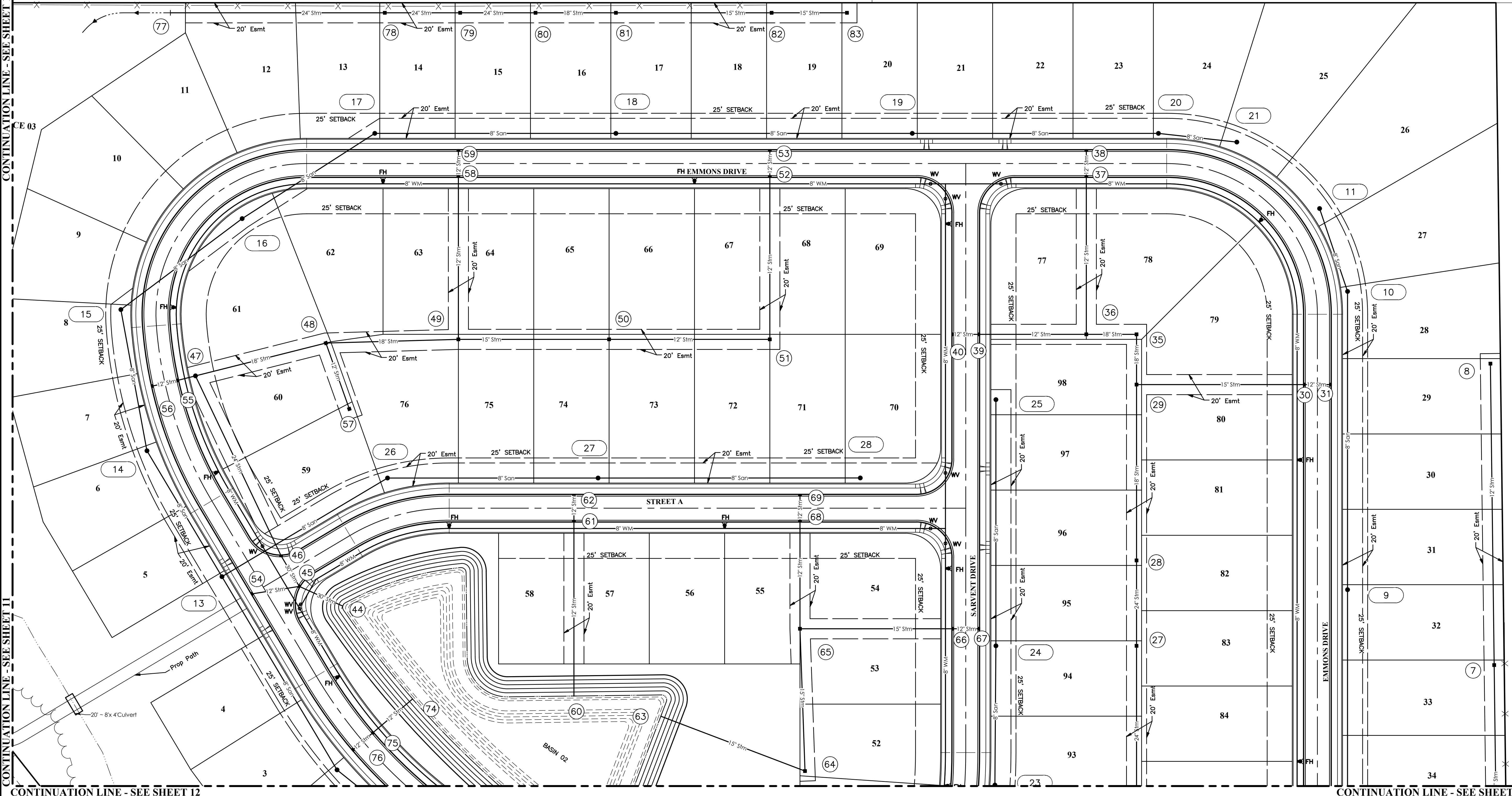
SHEET
 10/25

BOARD OF PARK COMMISSIONERS,
 COLUMBUS AND FRANKLIN COUNTY,
 METROPOLITAN PARK DISTRICT
 123.736 ACRES (PARCEL 1)
 O.R. 165, PG. 114
 ZONED: RU

- LEGEND**
- Proposed Storm Sewer: CB, MH
 - Proposed Sanitary Sewer: San, MH
 - Proposed Watermain: WM, FH
 - Existing Storm Sewer: ExStm, ExCB, ExMH
 - Existing Sanitary Sewer: ExSan, ExMH
 - Existing Watermain: ExViv, Ex WM, ExFH
 - Existing Sanitary Structure Number: XX
 - Proposed Sanitary Structure Number: XX
 - Existing Storm Structure Number: XX
 - Proposed Storm Structure Number: XX



BOARD OF PARK COMMISSIONERS,
 COLUMBUS AND FRANKLIN COUNTY,
 METROPOLITAN PARK DISTRICT
 123.736 ACRES (PARCEL 1)
 O.R. 165, PG. 114
 ZONED: RU



CONTINUATION LINE - SEE SHEET 11

CONTINUATION LINE - SEE SHEET 12

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PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
 PLAN SET DATE
 OCTOBER 18, 2023

REVISIONS	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

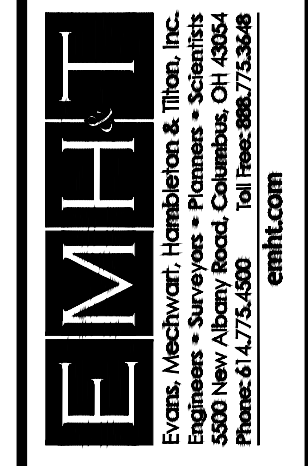
JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAN
 FOR
GLACIER POINTE
 SECTION 5
 COMPOSITE UTILITY PLAN

DATE
 OCTOBER 18, 2023

SCALE
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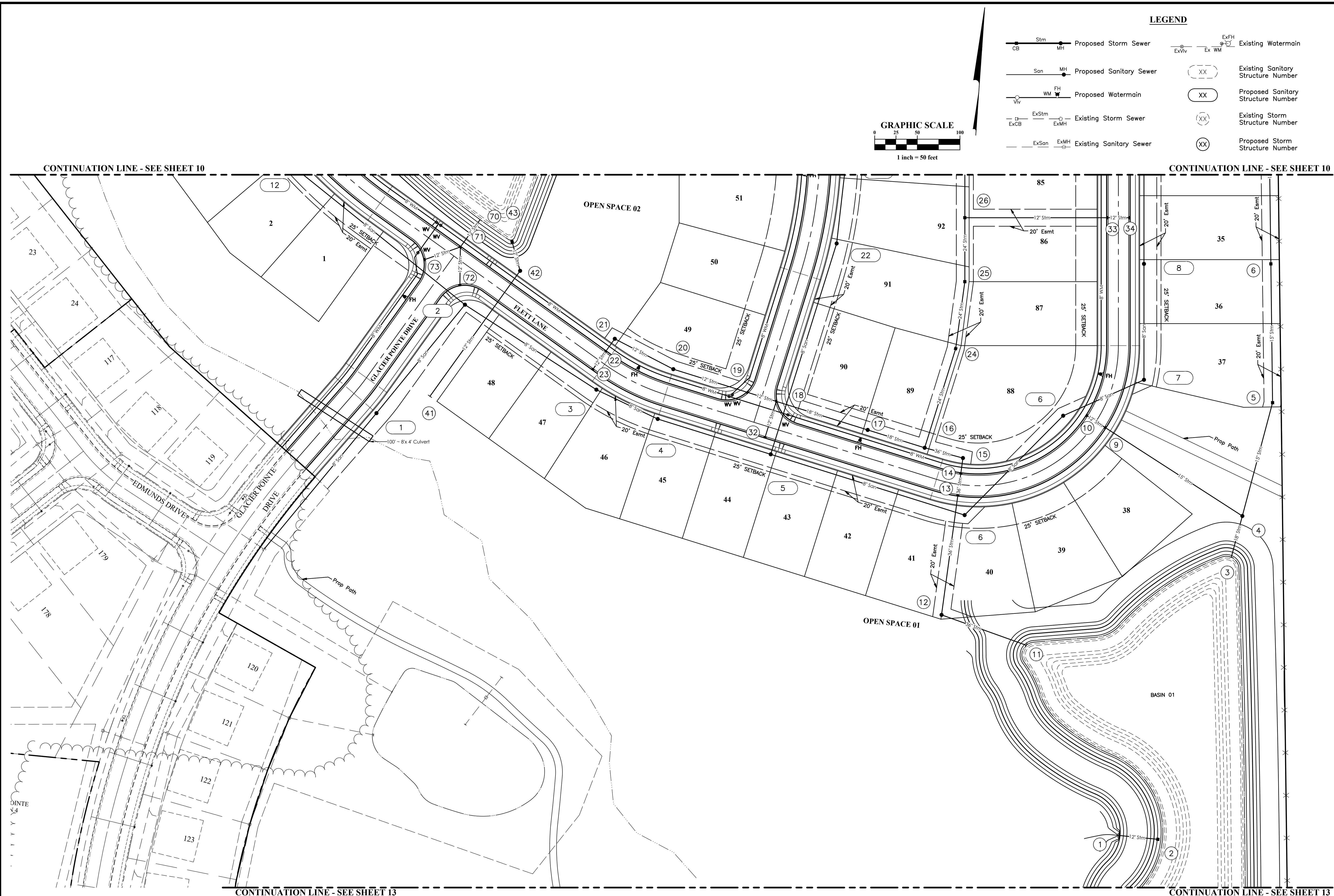
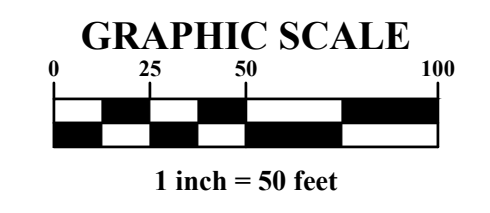
JOB NO.
 2023-0052

SHEET
 12/25



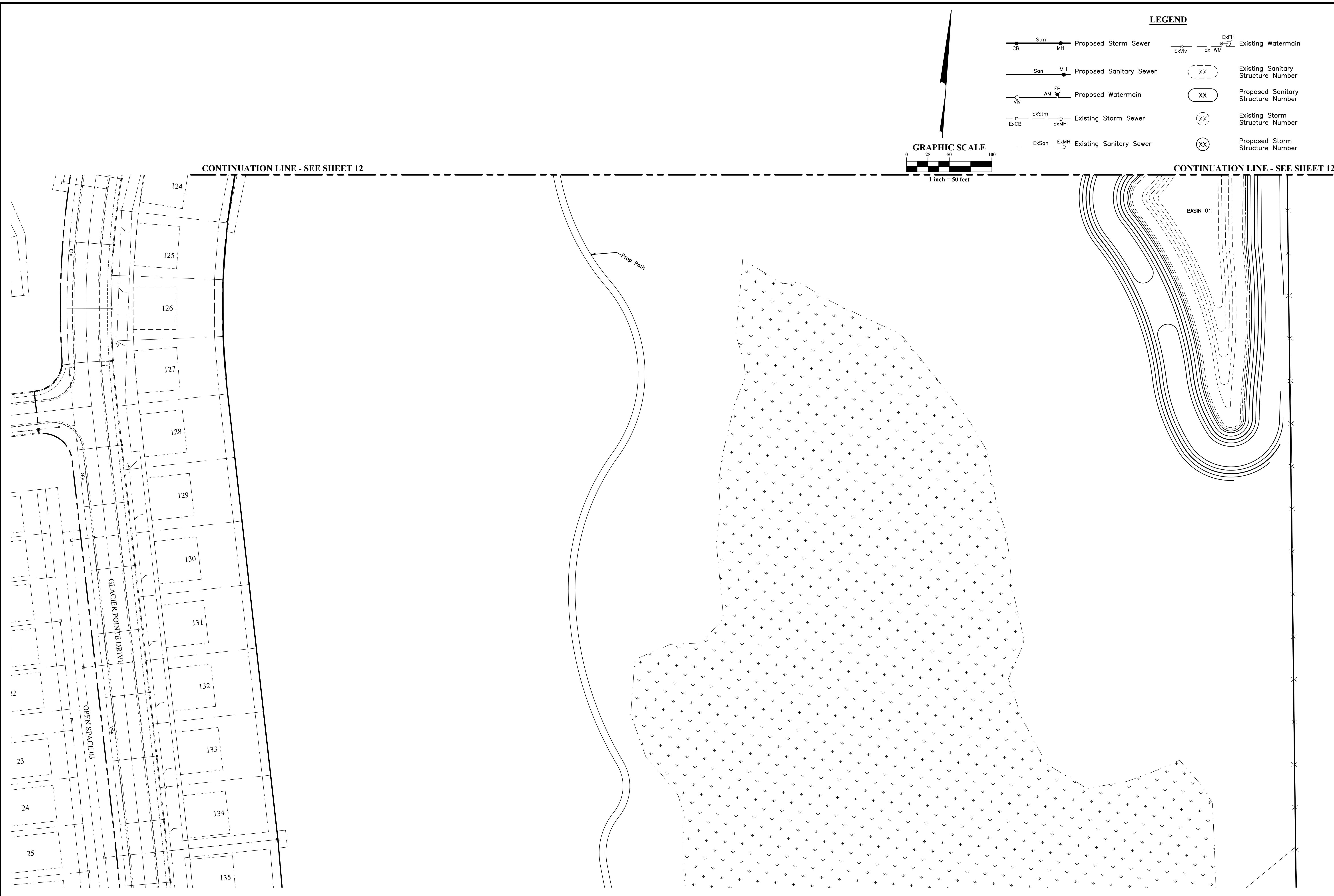
LEGEND

	Proposed Storm Sewer		Existing Watermain
	Proposed Sanitary Sewer		Existing Sanitary Structure Number
	Proposed Watermain		Proposed Sanitary Structure Number
	Existing Storm Sewer		Existing Storm Structure Number
	Existing Sanitary Sewer		Proposed Storm Structure Number



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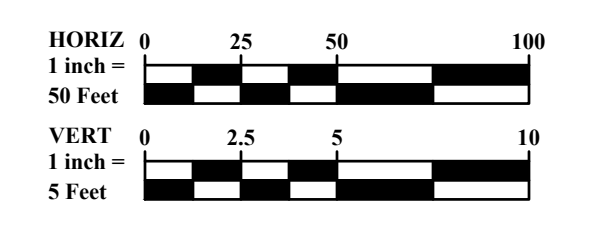
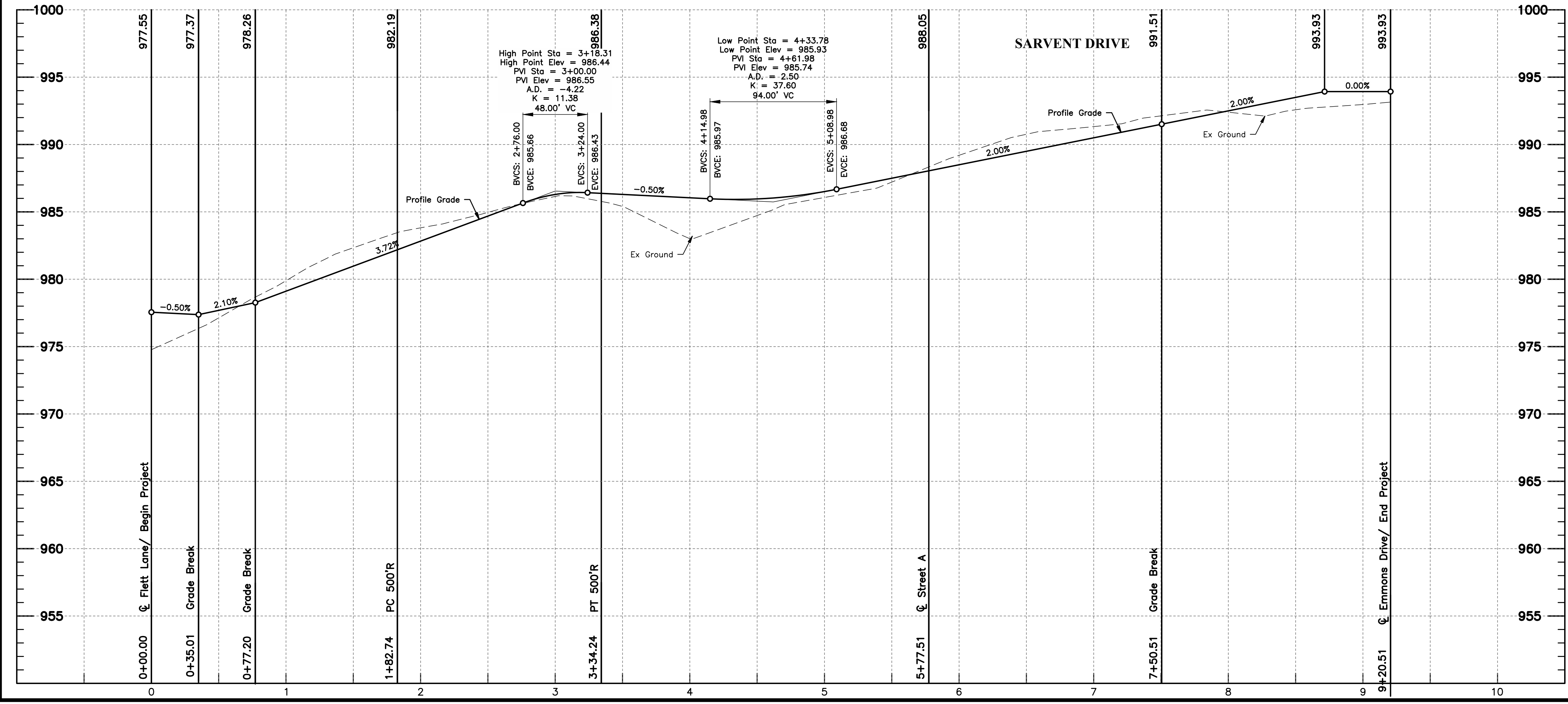
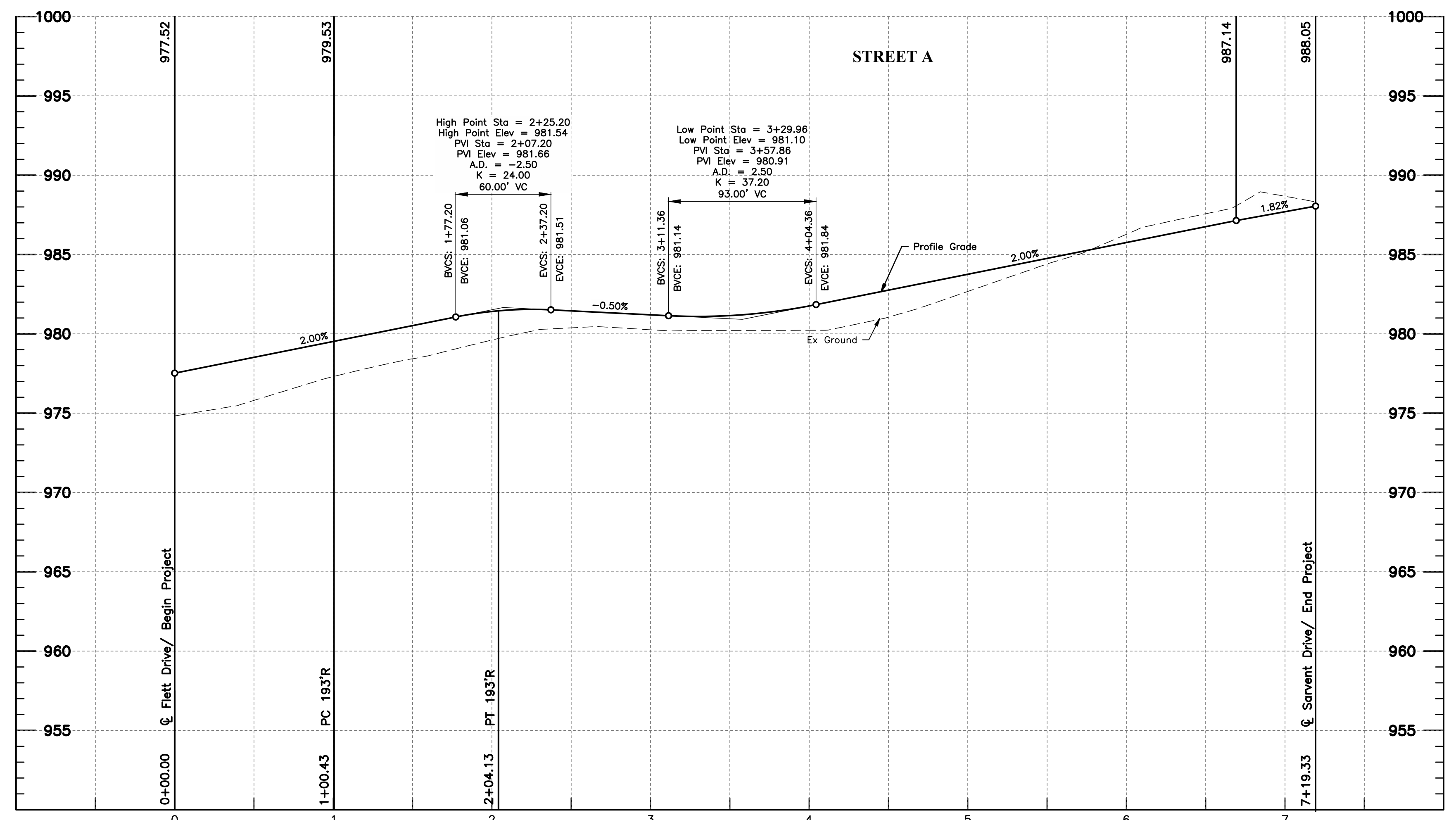
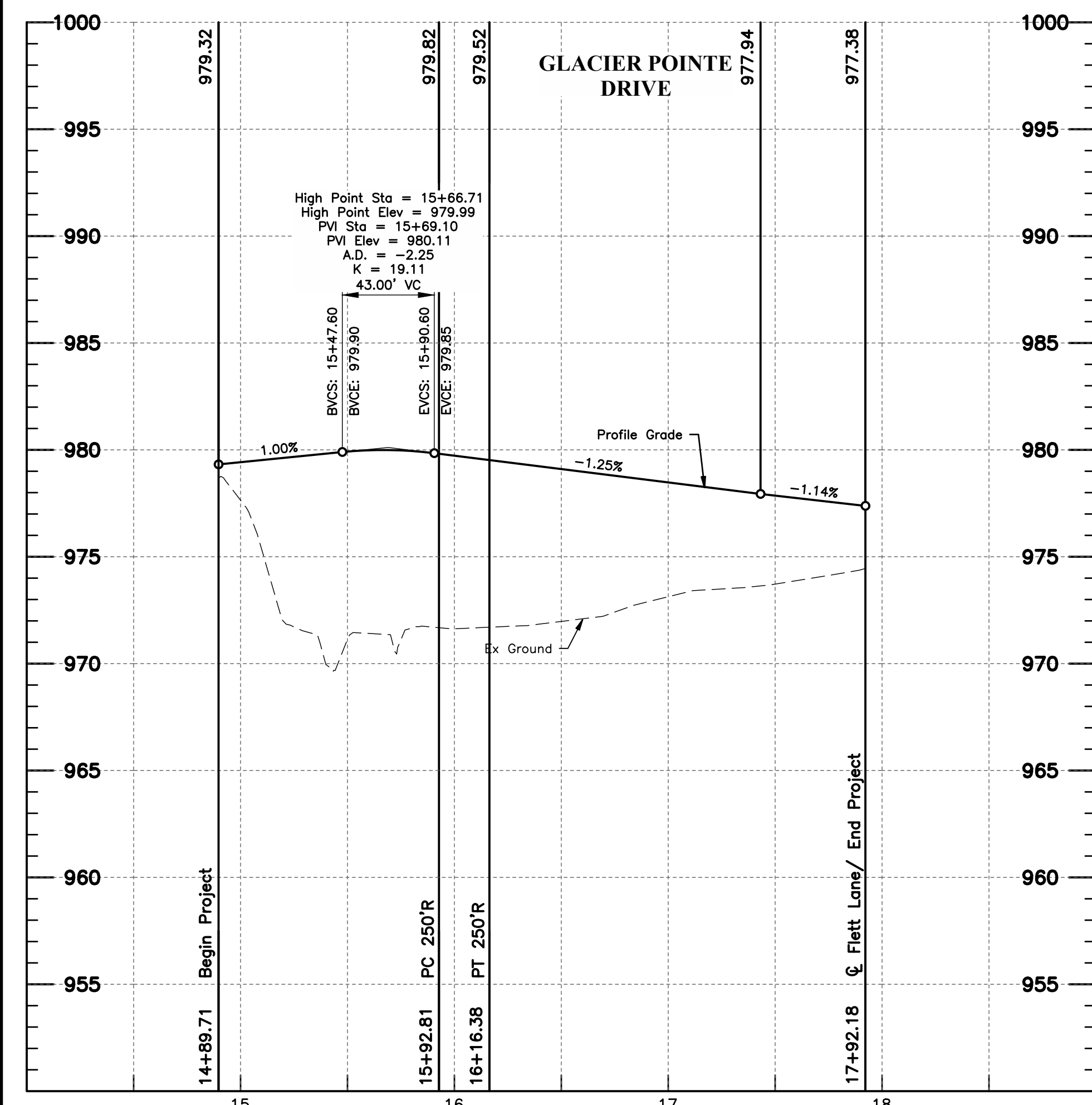


LEGEND

	Proposed Storm Sewer		Existing Watermain
	Proposed Sanitary Sewer		Existing Sanitary Structure Number
	Proposed Watermain		Proposed Sanitary Structure Number
	Existing Storm Sewer		Existing Storm Structure Number
	Existing Sanitary Sewer		Proposed Storm Structure Number

REVISIONS	PRELIMINARY NOT TO BE USED FOR CONSTRUCTION PLAN SET DATE: OCTOBER 18, 2023
MARK	DESCRIPTION
DATE	
ENCORE LIVING, LLC	
JEROME TOWNSHIP, UNION COUNTY, OHIO PRELIMINARY PLAN FOR GLACIER POINTE SECTION 5 COMPOSITE UTILITY PLAN	
 <small>EMHT Earth Measurement & Technology, Inc. Engineers • Surveyors • Planners • Scientists 500 New Albany Road, Columbus, OH 43204 Phone: 614.757.5500 Fax: 614.757.5500 emht.com</small>	
DATE	
OCTOBER 18, 2023	
SCALE	
1" = 50'	
JOB NO.	
2023-0052	
SHEET	
13/25	

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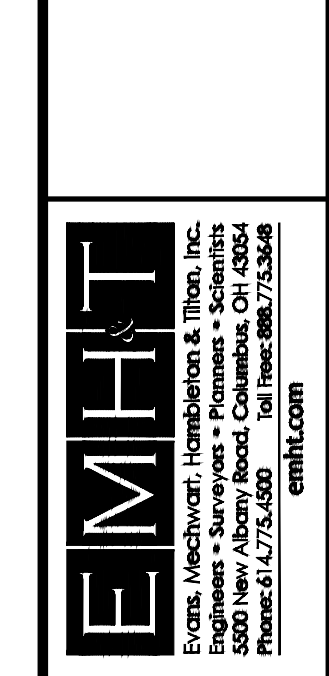


PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
PLEASE SET DATE
OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
GLACIER POINTE
SECTION 5
ROADWAY PROFILES



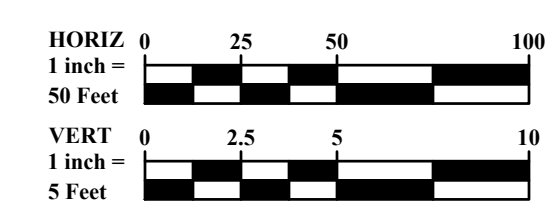
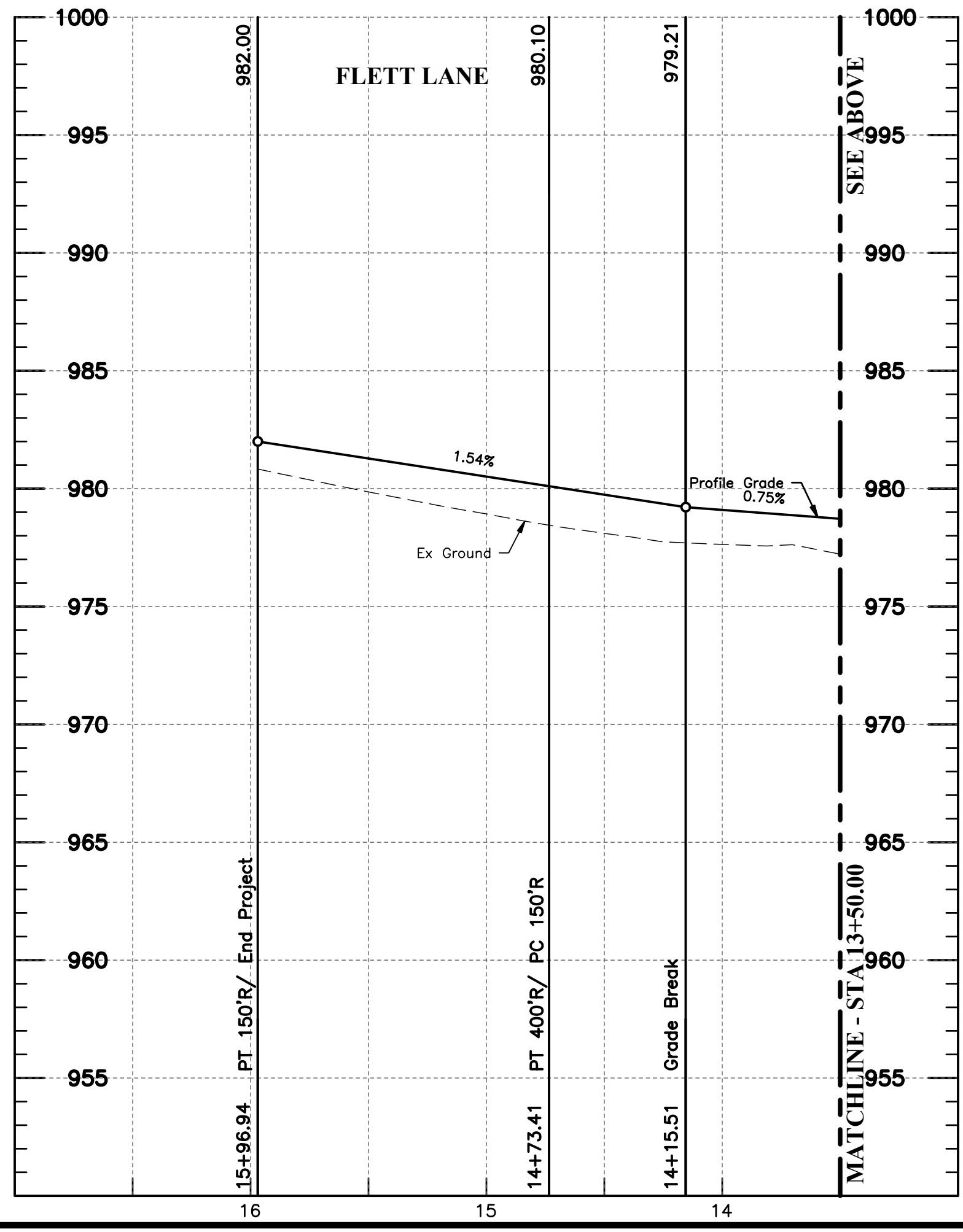
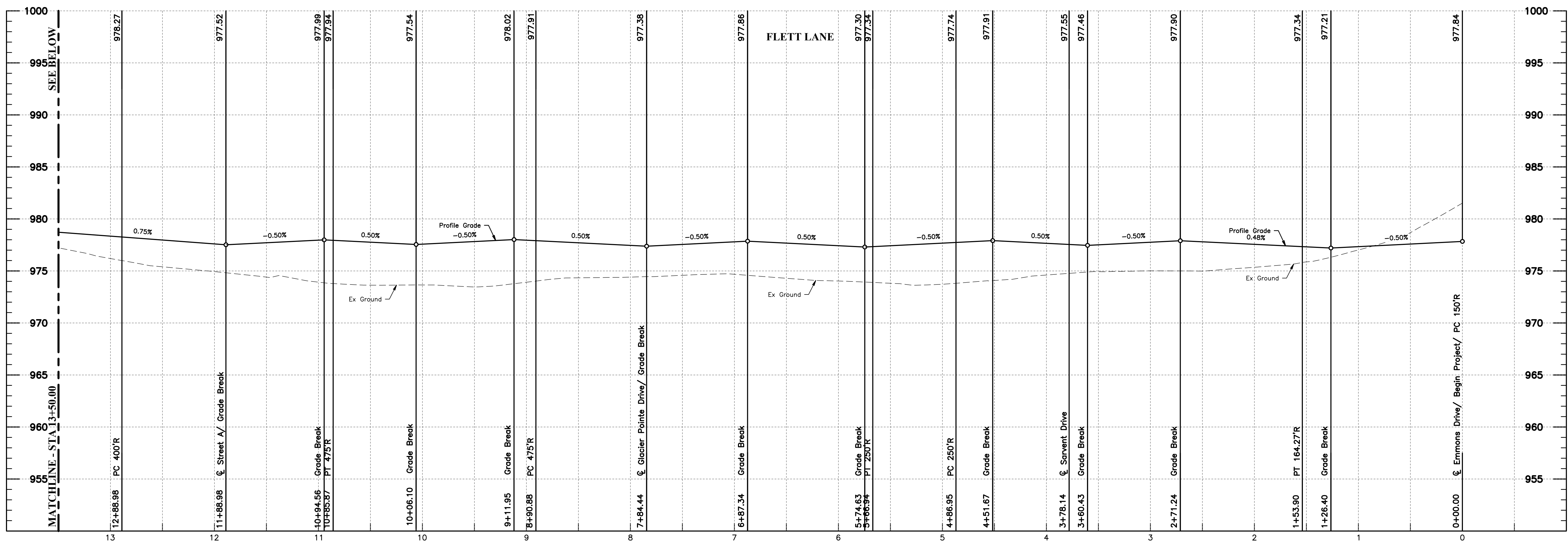
DATE
OCTOBER 18, 2023

SCALE
Horiz: 1" = 50'
Vert: 1" = 5'

JOB NO.
2023-0052

SHEET
14/25

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MARK	DATE	DESCRIPTION

PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 PLAN SET DATE: OCTOBER 18, 2023

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE SECTION 5
 ROADWAY PROFILES

ENCORE LIVING, LLC

EMHT
 ENGINEERS & ARCHITECTS
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.752.5500 Fax: 614.752.5505 emht.com

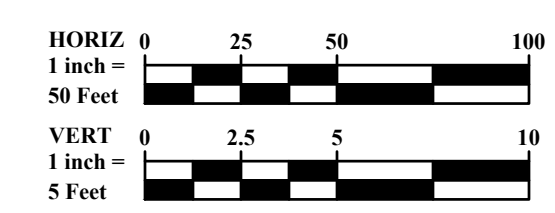
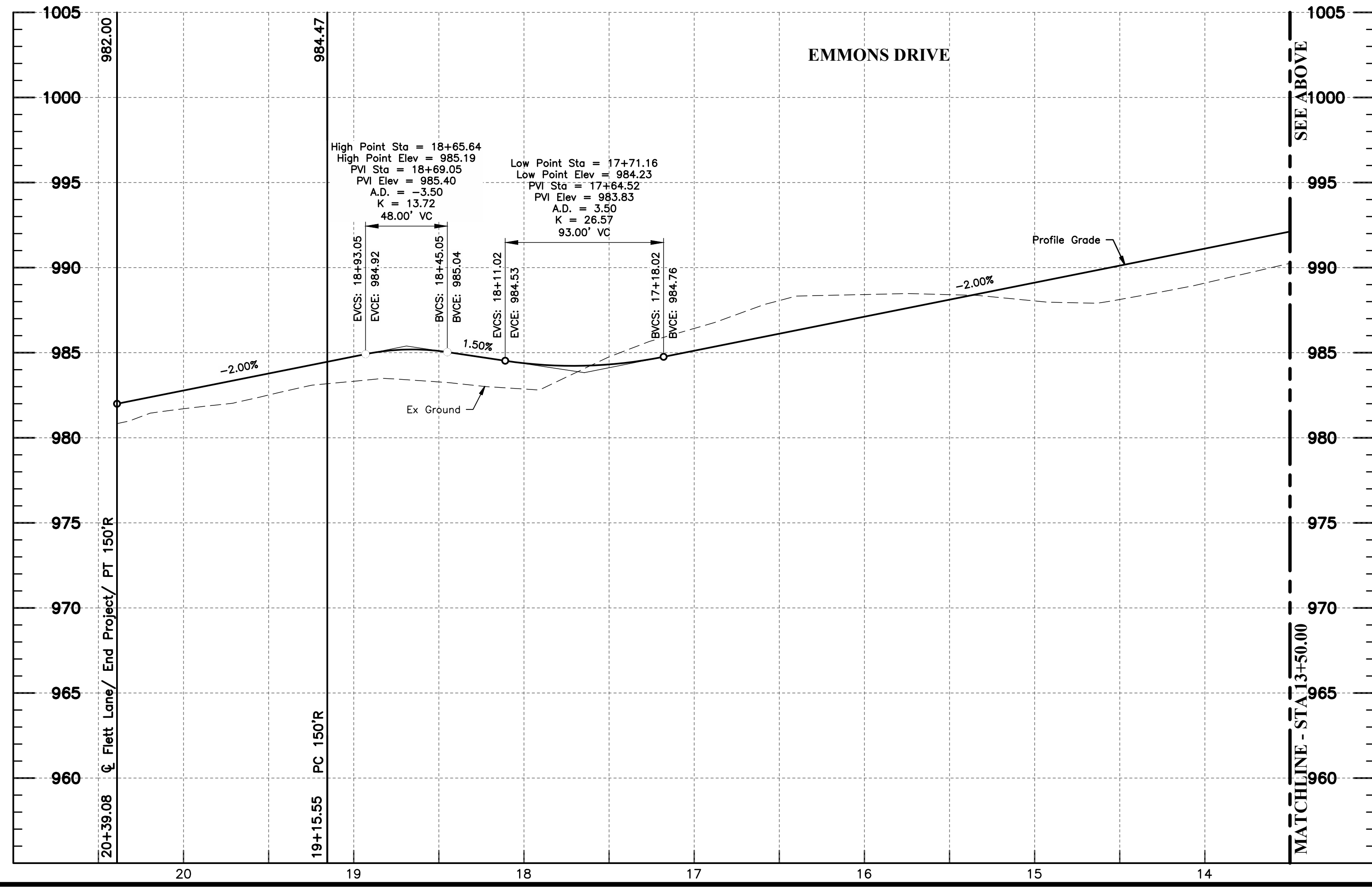
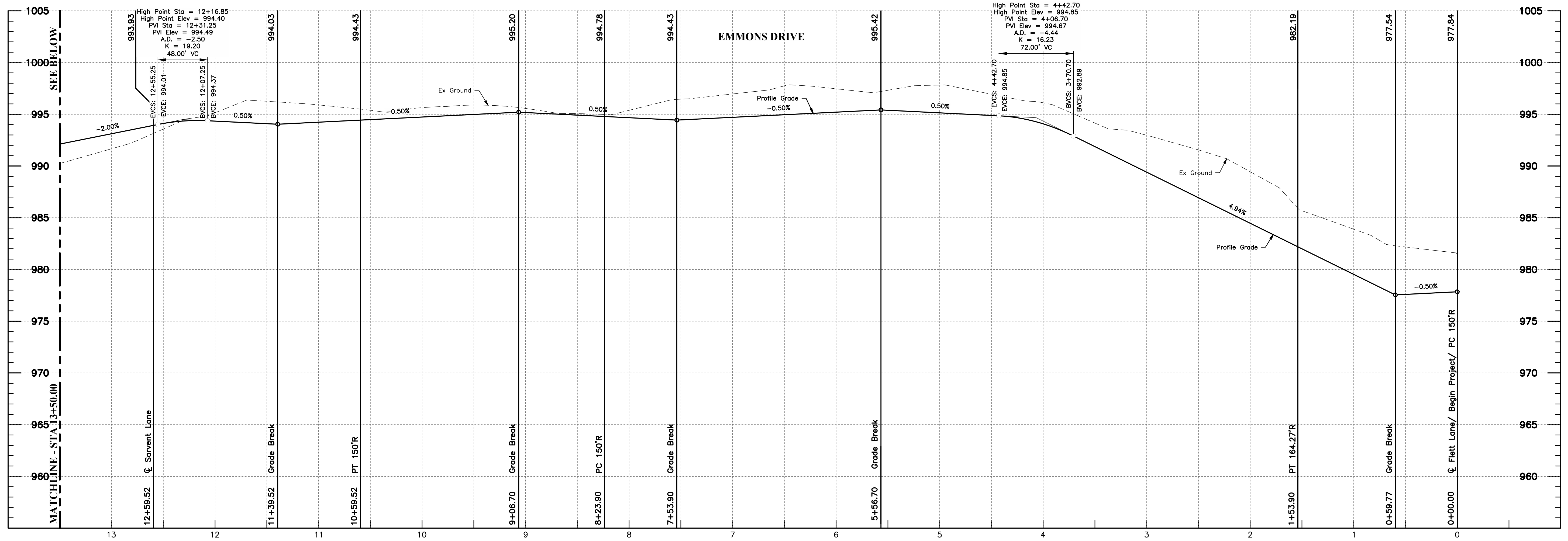
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 Vert: 1" = 5'

JOB NO.: 2023-0052

SHEET: 15/25

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PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLEASE SET DATE: OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

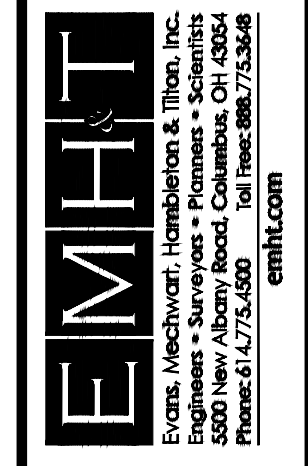
JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
GLACIER POINTE
SECTION 5
ROADWAY PROFILES

DATE
OCTOBER 18, 2023

SCALE
Horiz: 1" = 50'
Vert: 1" = 5'

JOB NO.
2023-0052

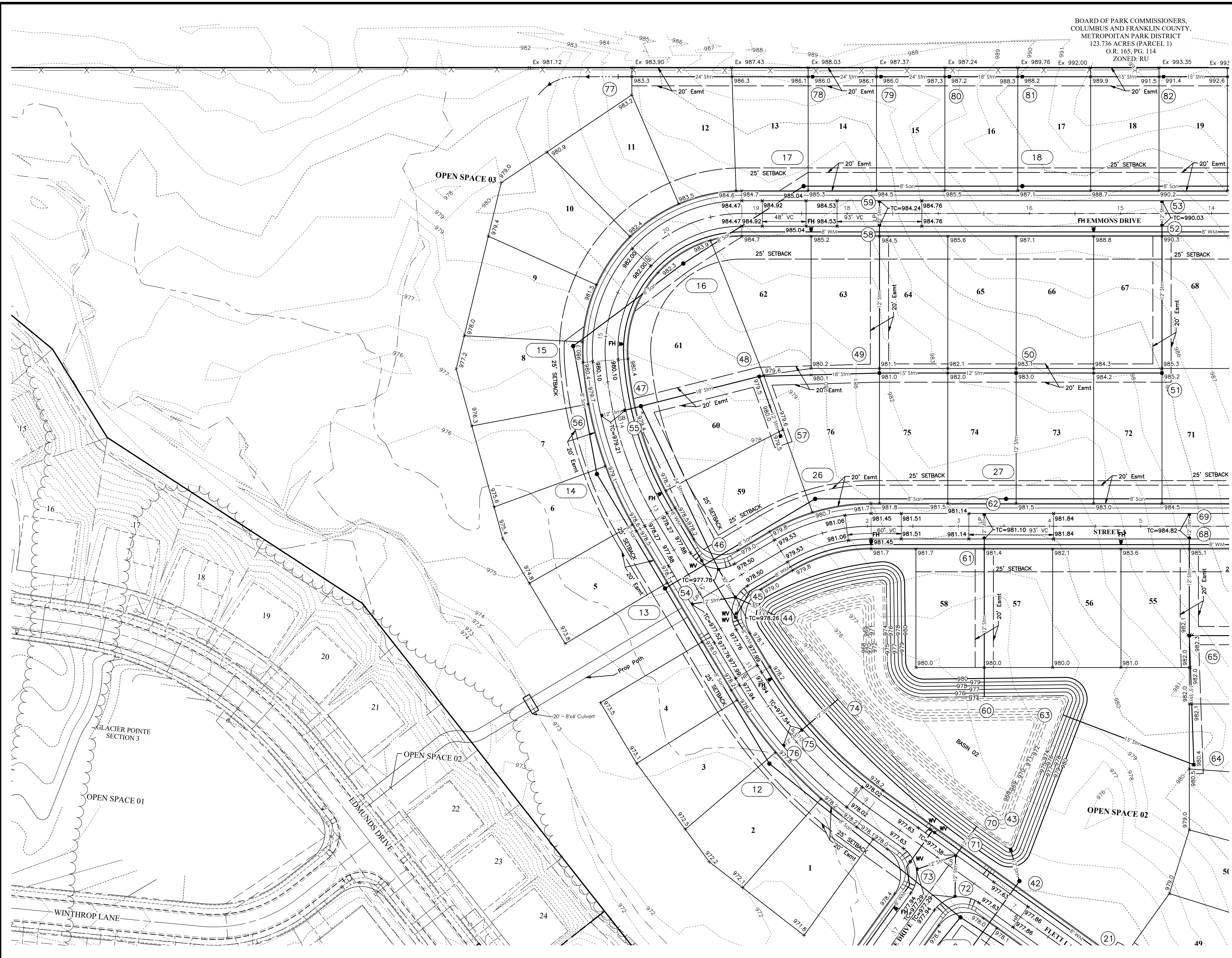
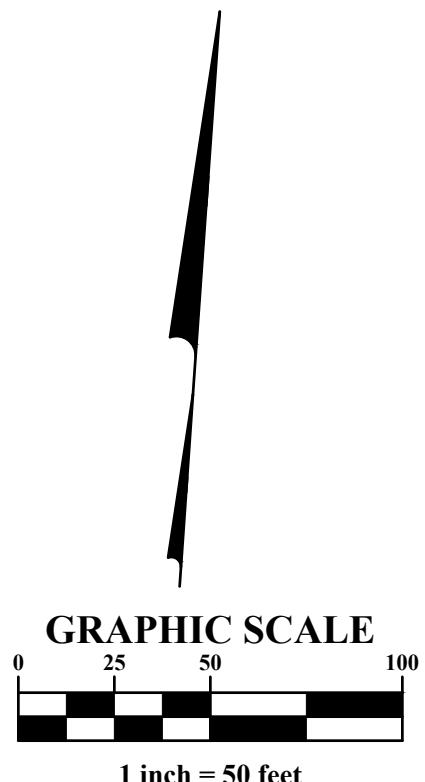
SHEET
16/25



BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114
ZONED: RU

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Watermain
- Existing Storm Sewer
- Existing Sanitary Sewer
- Existing Watermain
- Existing Minor Contours
- Existing Major Contours
- Proposed Minor Contours
- Proposed Major Contours
- Flow Arrow
- Flood Routing Arrow



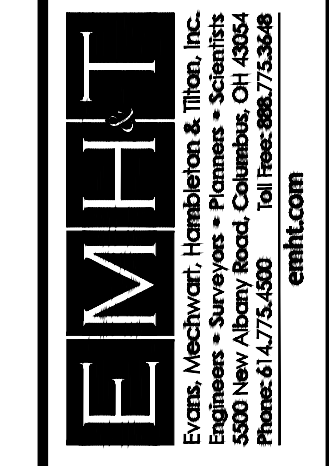
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SET DATE: OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

REVISIONS

ENCORE LIVING, LLC
FOR
GLACIER POINTE
SECTION 5
PRELIMINARY GRADING PLAN

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN



DATE
OCTOBER 18, 2023

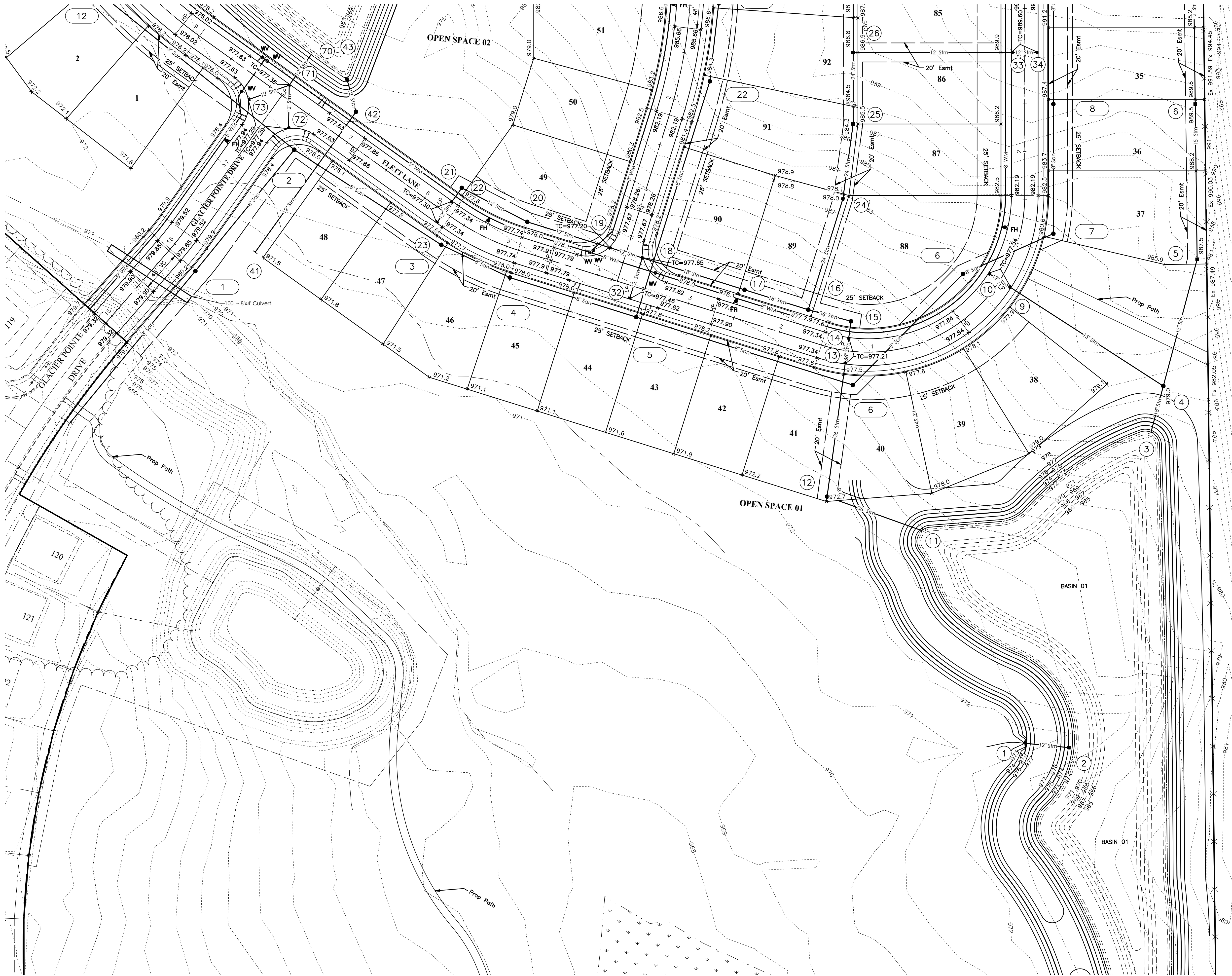
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JOB NO.
2023-0052

SHEET
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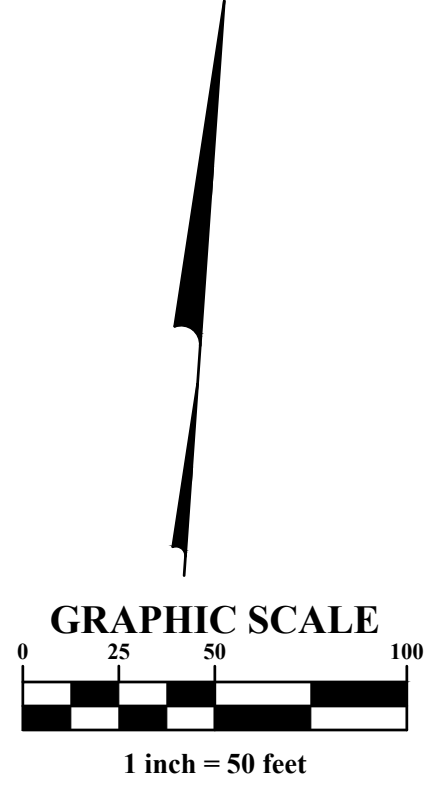
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LEGEND

	Proposed Storm Sewer
	Proposed Sanitary Sewer
	Proposed Watermain
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Watermain
	Existing Minor Contours
	Existing Major Contours
	Proposed Minor Contours
	Proposed Major Contours
	Flow Arrow
	Flood Routing Arrow



PRELIMINARY
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 PLAN SET DATE
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REVISION	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
 FOR
GLACIER POINTE
 SECTION 5
 PRELIMINARY GRADING PLAN

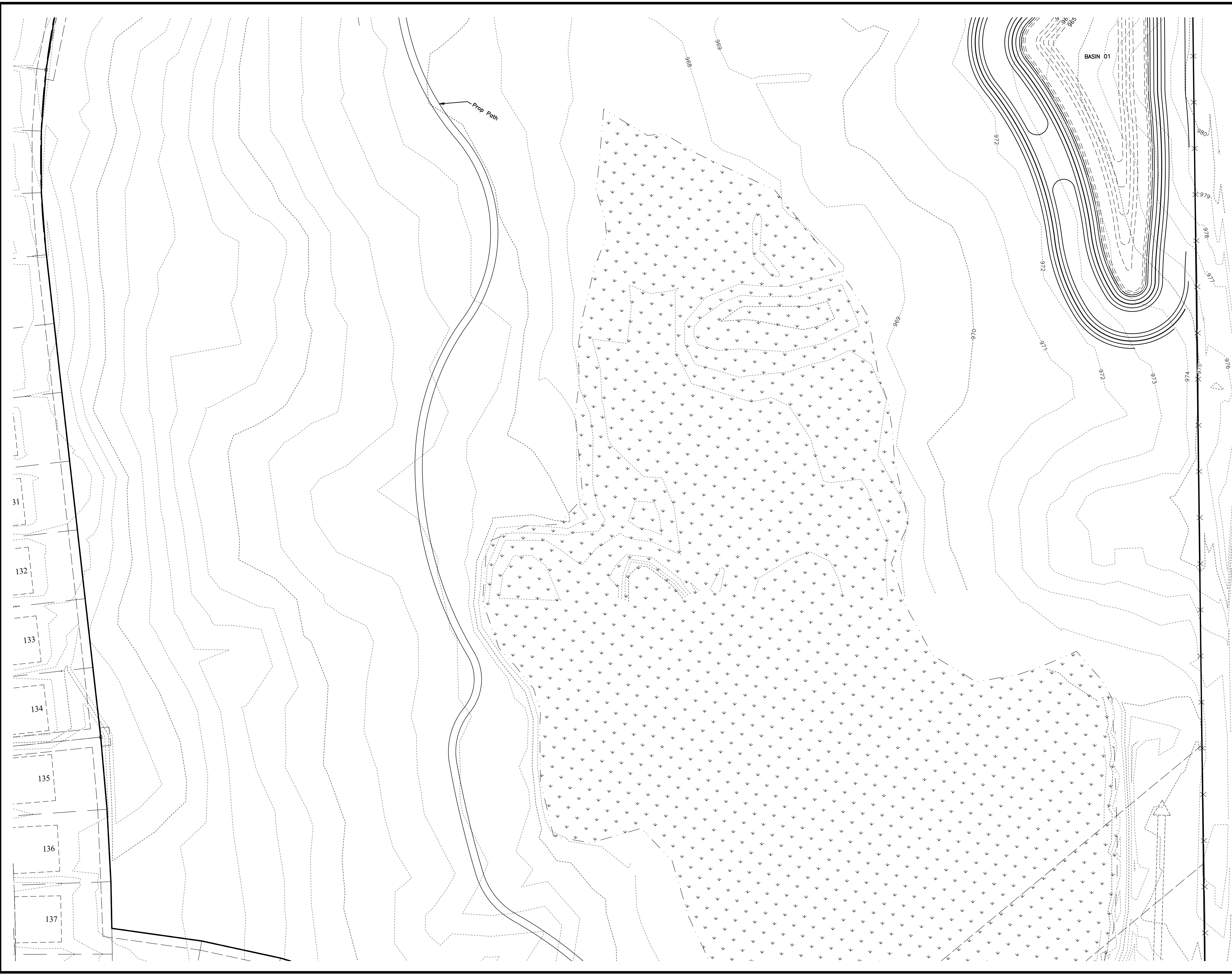
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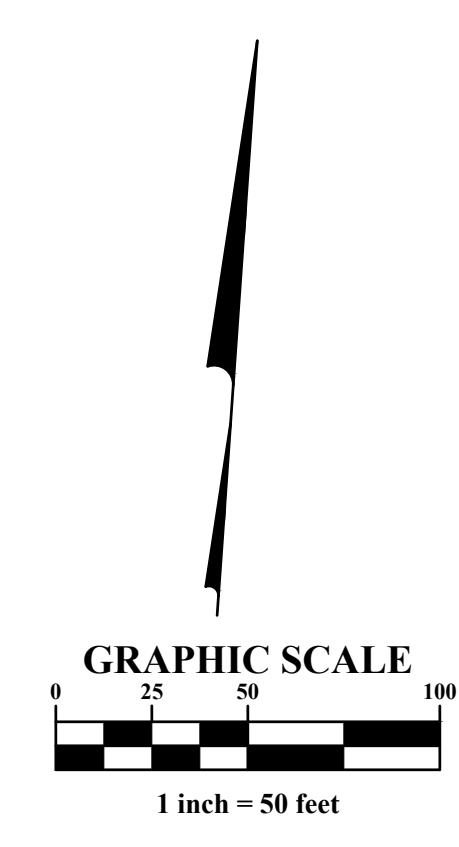
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- LEGEND**
- Stm CB MH Proposed Storm Sewer
 - San MH Proposed Sanitary Sewer
 - Viv WM FH Proposed Watermain
 - ExStm ExCB ExMH Existing Storm Sewer
 - ExSan ExMH Existing Sanitary Sewer
 - ExViv Ex WM ExFH Existing Watermain
 - 921--- Existing Minor Contours
 - 920--- Existing Major Contours
 - 901--- Proposed Minor Contours
 - 905--- Proposed Major Contours
 - >--- Flow Arrow
 - >--- Flood Routing Arrow



PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
PLAN SET DATE
OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
GLACIER POINTE
SECTION 5
PRELIMINARY GRADING PLAN

EMHT
E.M. HUBBARD & THOMAS, INC.
Engineers • Surveyors • Planners • Scientists
500 New Albany Road, Columbus, OH 43264
Phone: 614.757.5000 Fax: 614.757.5001 emht.com

DATE
OCTOBER 18, 2023

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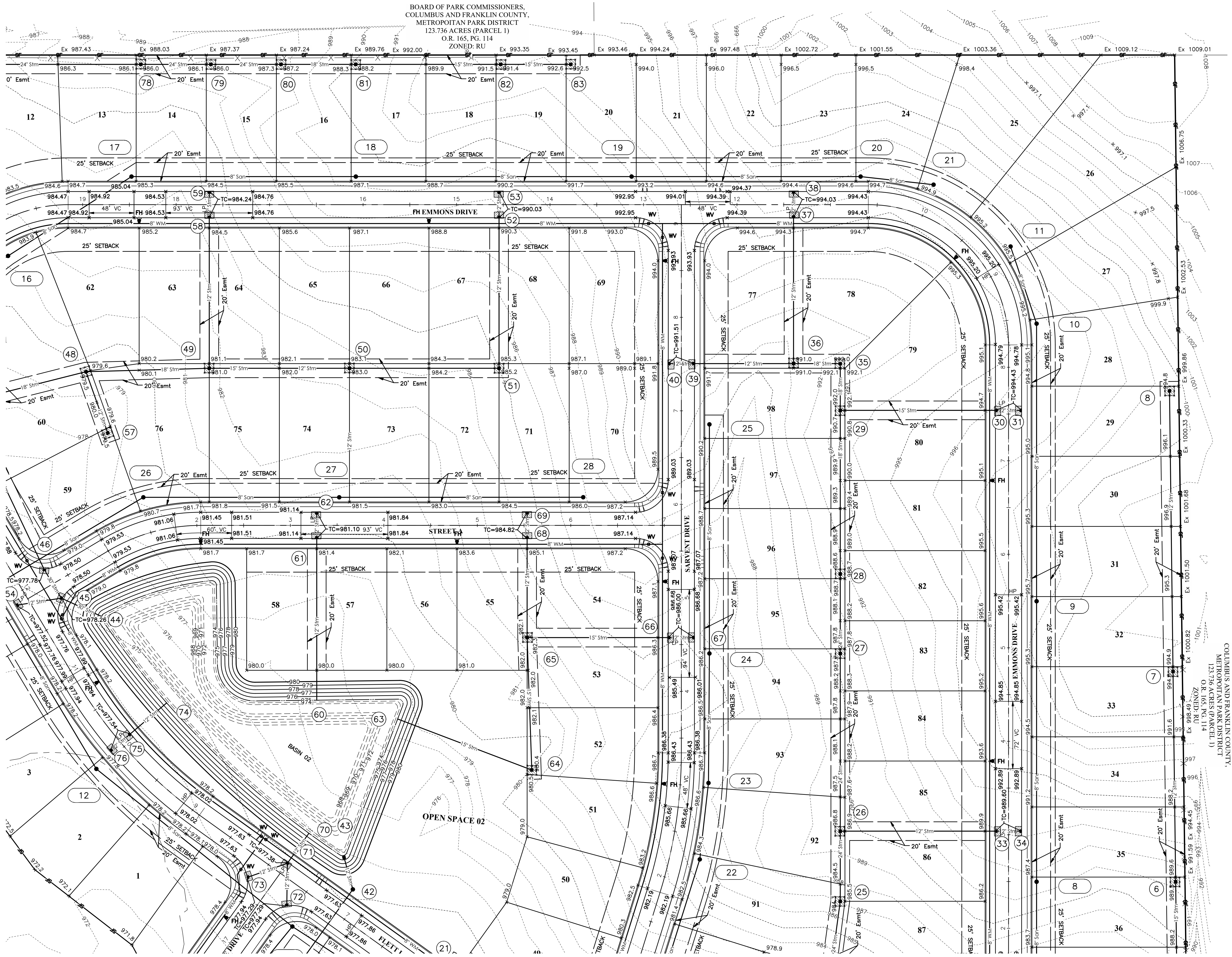
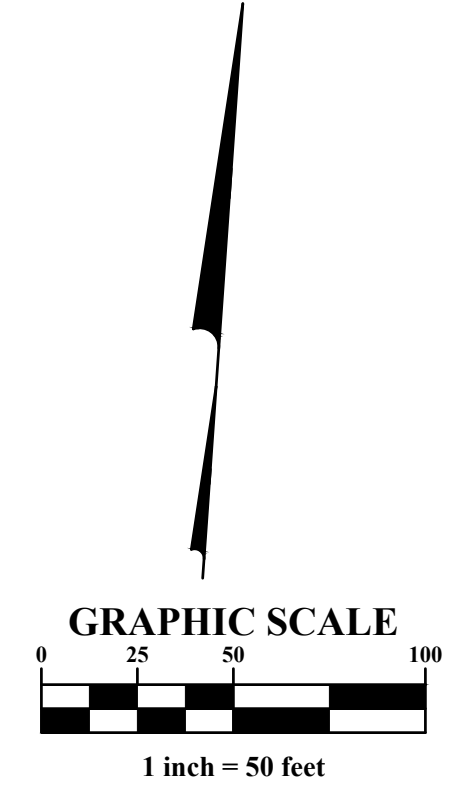
JOB NO.
2023-0052

SHEET
20/25

BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114
ZONED: RU

LEGEND

- Stm — Proposed Storm Sewer
- ExStm — Existing Storm Sewer
- 921 --- Existing Minor Contours
- 920 --- Existing Major Contours
- 901 --- Proposed Minor Contours
- 905 --- Proposed Major Contours
- Flow Arrow
- ← Flood Routing Arrow
- SF — Silt Fence
- ▨ Stabilized Construction Entrance
- ▨ Concrete Washout Area
- ▨ Curb & Gutter Inlet Protection
- ▨ Filter Fabric Inlet Protection



BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114

PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 PLAN SET DATE
 OCTOBER 18, 2023

REVISIONS	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

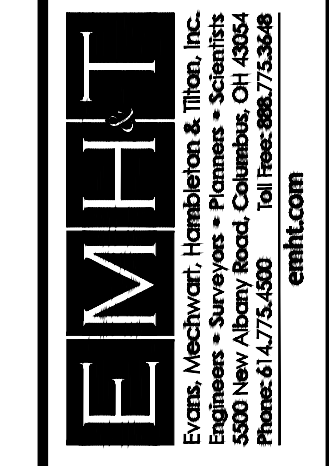
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 FOR
GLACIER POINTE
 SECTION 5
 EROSION & SEDIMENT CONTROL PLAN

DATE
 OCTOBER 18, 2023

SCALE
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JOB NO.
 2023-0052

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 21/25

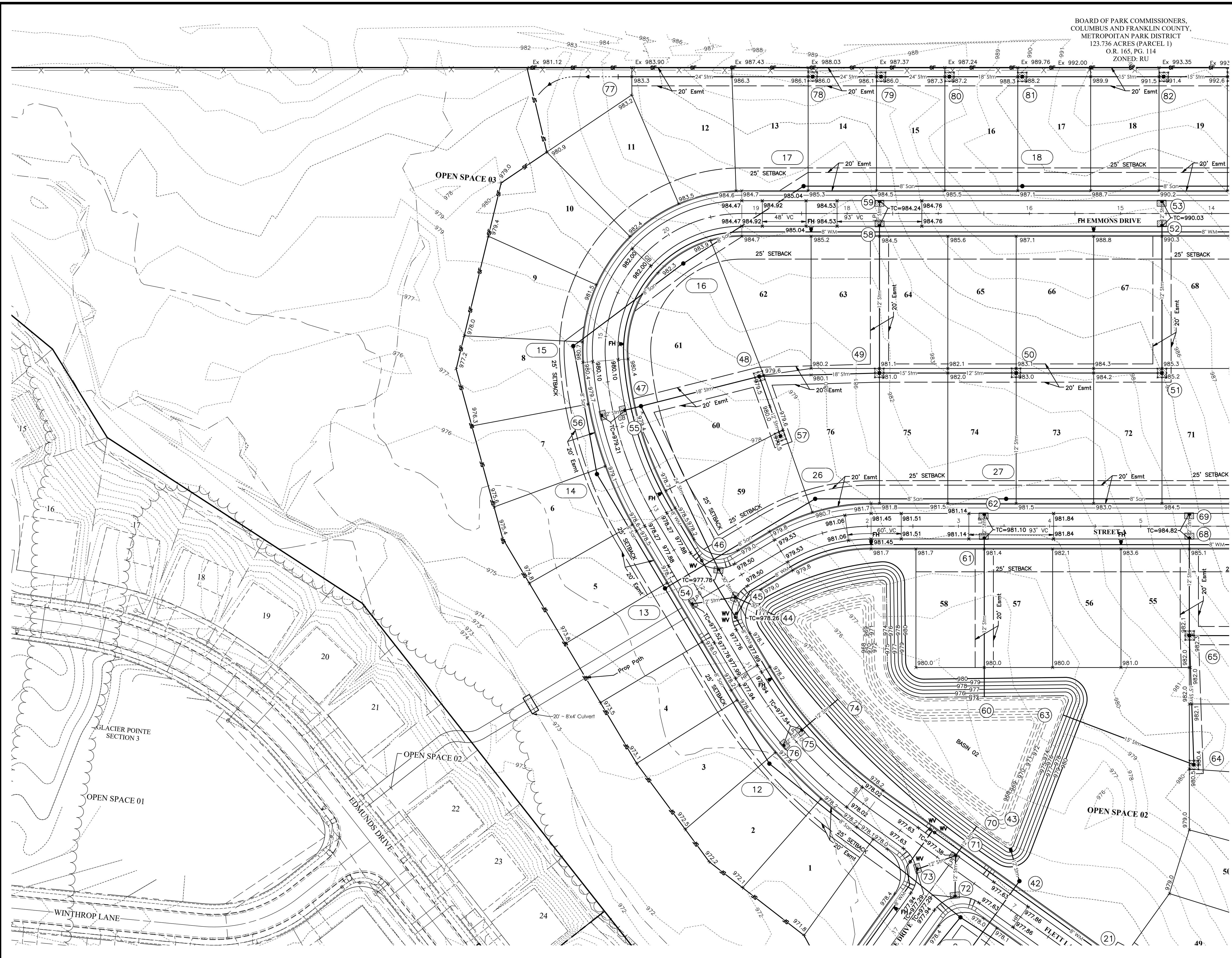
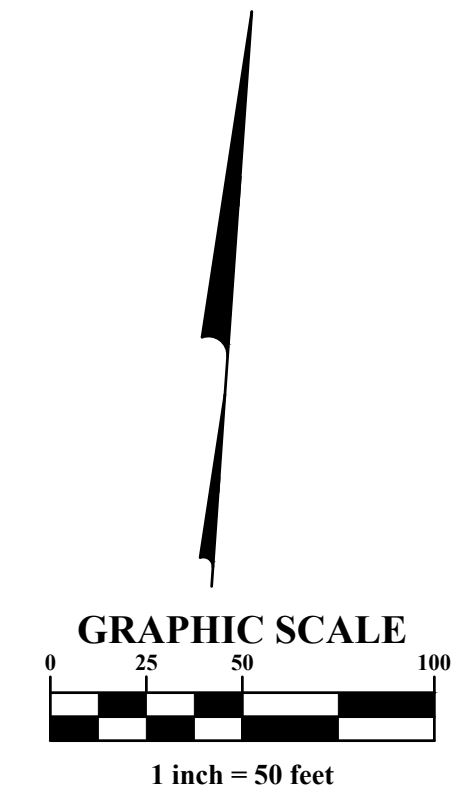


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BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.736 ACRES (PARCEL 1)
O.R. 165, PG. 114
ZONED: RU

LEGEND

- Stm MH Proposed Storm Sewer
- ExStm ExMH Existing Storm Sewer
- ExCB ExMH Existing Minor Contours
- ExCB ExMH Existing Major Contours
- 901 Proposed Minor Contours
- 905 Proposed Major Contours
- Flow Arrow
- Flood Routing Arrow
- SF Silt Fence
- Stabilized Construction Entrance
- Concrete Washout Area
- Curb & Gutter Inlet Protection
- Filter Fabric Inlet Protection



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
 PLAN SET DATE: OCTOBER 18, 2023

REVISIONS	MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

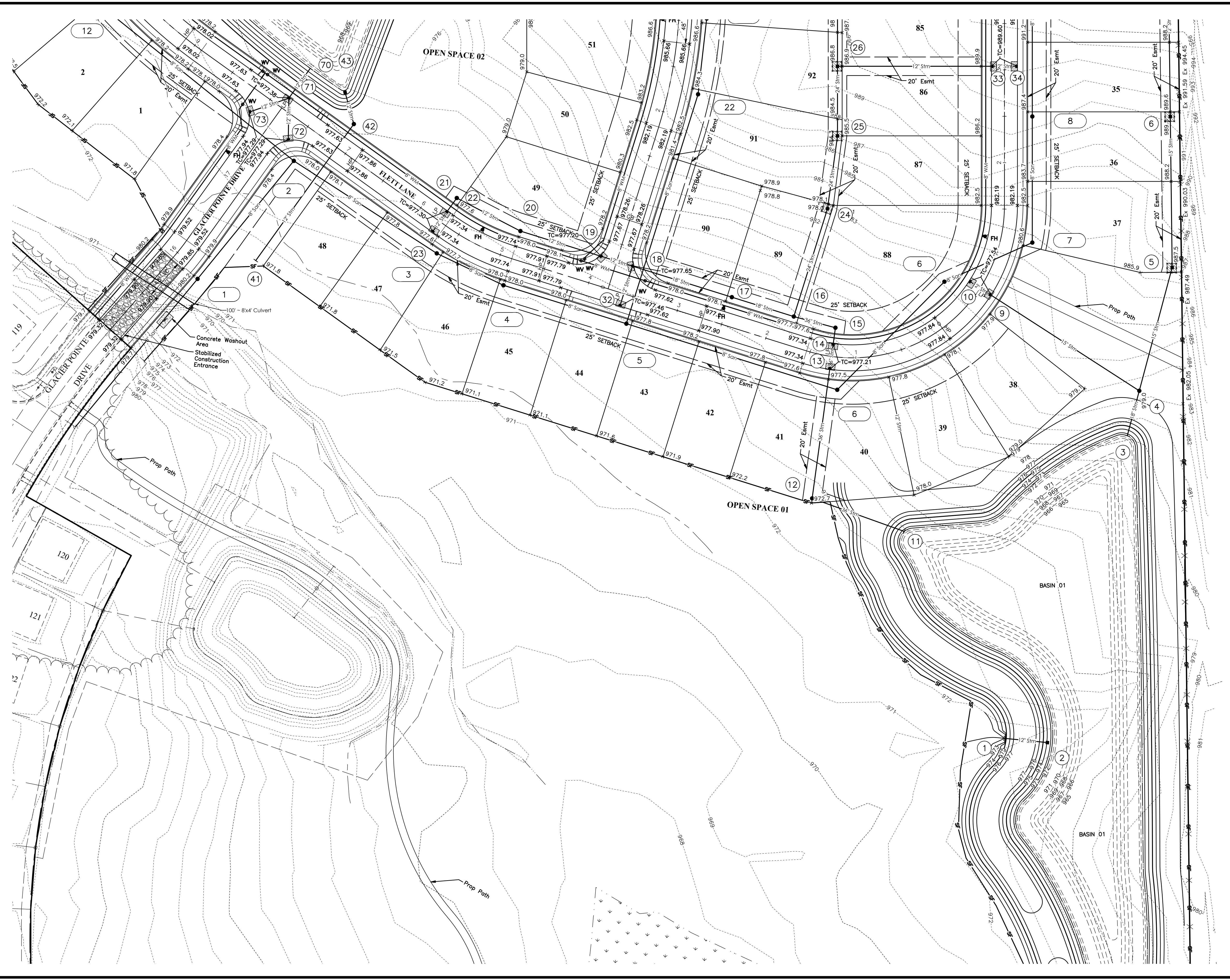
JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAN
GLACIER POINTE
 SECTION 5
 EROSION & SEDIMENT CONTROL PLAN



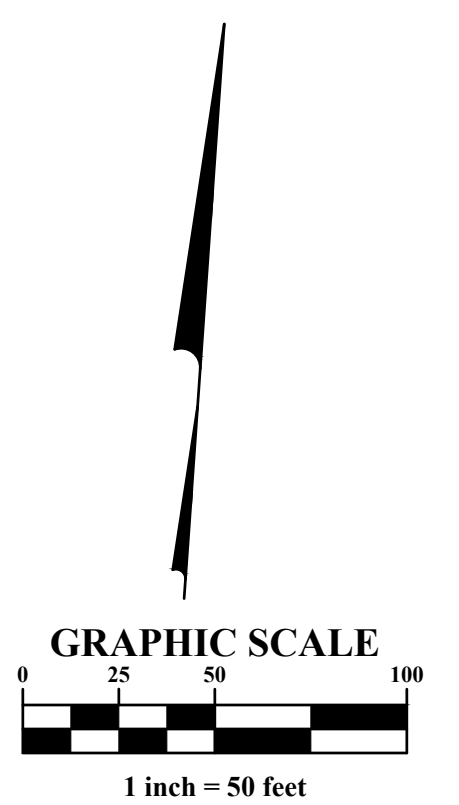
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JOB NO.	2023-0052
SHEET	22/25

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- LEGEND**
- Stm — Proposed Storm Sewer
 - ExStm — Existing Storm Sewer
 - 921 --- Existing Minor Contours
 - 920 --- Existing Major Contours
 - 901 --- Proposed Minor Contours
 - 905 --- Proposed Major Contours
 - Flow Arrow
 - ↖ Flood Routing Arrow
 - SF — Silt Fence
 - ▨ Stabilized Construction Entrance
 - ▩ Concrete Washout Area
 - ▧ Curb & Gutter Inlet Protection
 - ▨ Filter Fabric Inlet Protection



PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 PLAN SET DATE
 OCTOBER 18, 2023

REVISION	MARK	DATE	DESCRIPTION

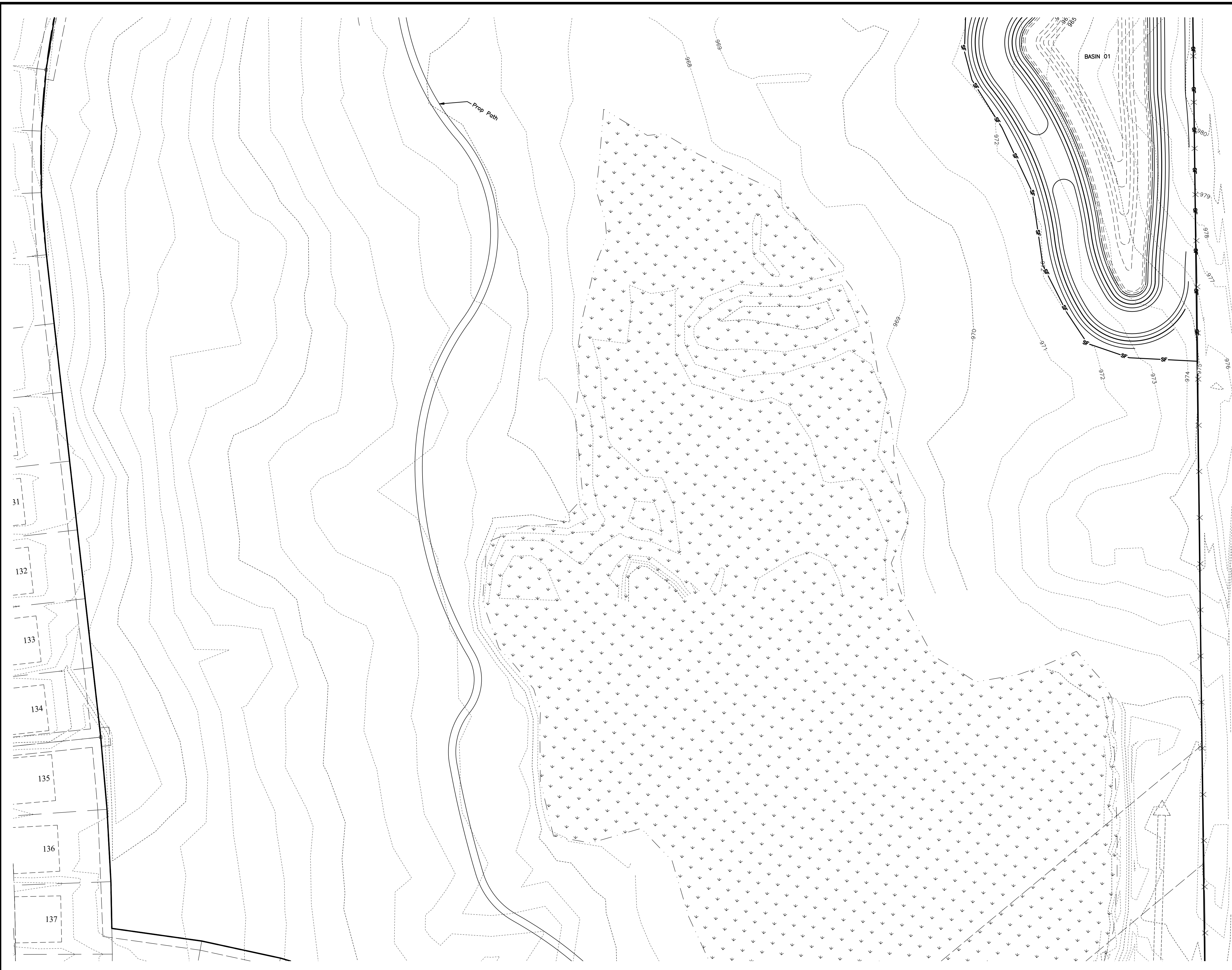
ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAN
 FOR
GLACIER POINTE
SECTION 5
 EROSION & SEDIMENT CONTROL PLAN

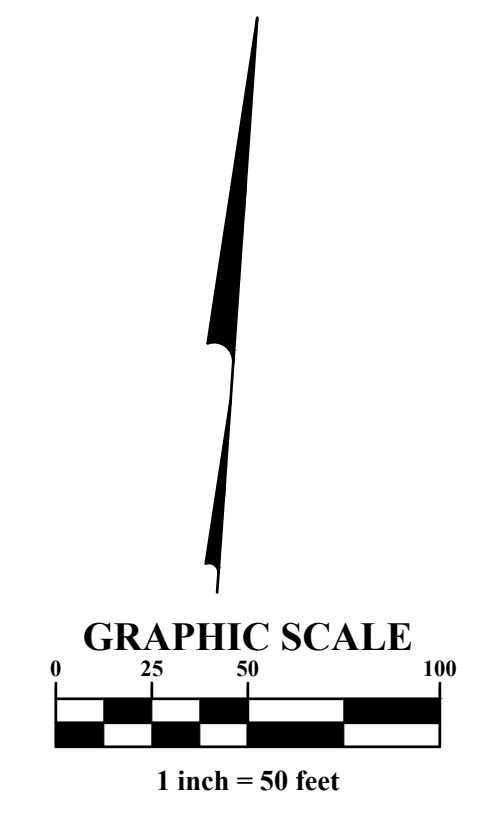
EMHT
 ENGINEERS & ARCHITECTS
 5000 New Albany Road, Columbus, OH 43264
 Phone: 614.757.5000 Fax: 614.757.5001
 emht.com

DATE	OCTOBER 18, 2023
SCALE	1" = 50'
JOB NO.	2023-0052
SHEET	23/25

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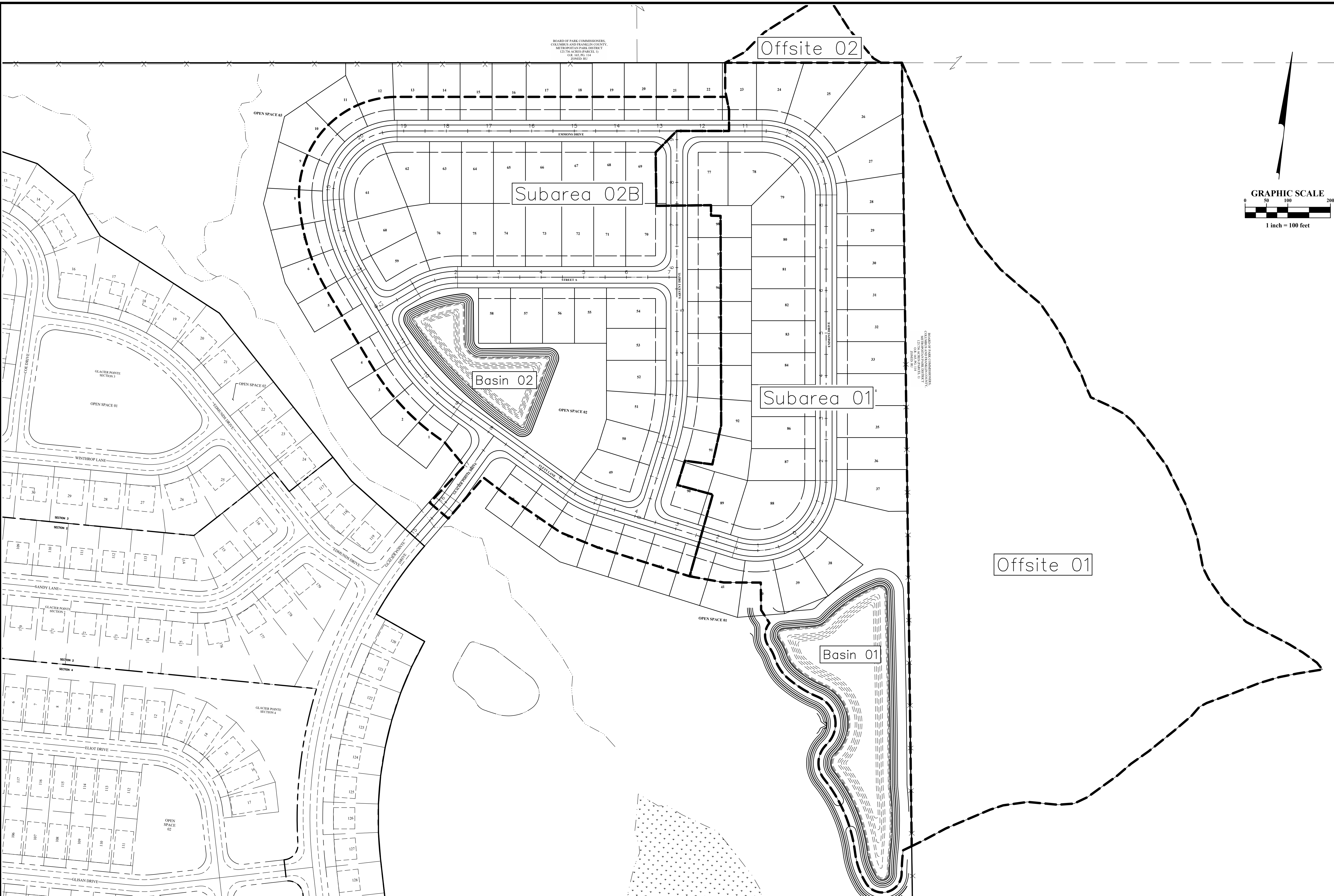


- LEGEND**
- Stm CB MH Proposed Storm Sewer
 - ExStm ExCB ExMH Existing Storm Sewer
 - 921--- Existing Minor Contours
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 - 901--- Proposed Minor Contours
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PRELIMINARY NOT TO BE USED FOR CONSTRUCTION	
PLAN SET DATE OCTOBER 18, 2023	
REVISIONS MARK DATE DESCRIPTION	
JEROME TOWNSHIP, UNION COUNTY, OHIO PRELIMINARY PLAN FOR GLACIER POINTE SECTION 5 EROSION & SEDIMENT CONTROL PLAN	
 <small> EMHT Earth Mechanics & Hydrology, Inc. Engineers • Surveyors • Planners • Scientists 5000 New Albany Road, Columbus, OH 43264 Phone: 614.757.5500 Fax: 614.757.5501 emht.com </small>	
DATE	OCTOBER 18, 2023
SCALE	1" = 50'
JOB NO.	2023-0052
SHEET	24/25

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BOARD OF PARK COMMISSIONERS,
COLUMBUS AND FRANKLIN COUNTY,
METROPOLITAN PARK DISTRICT
123.706 ACRES (PARCEL 1)
OR: 65, PG 114
ZONED: RU

Offsite 02

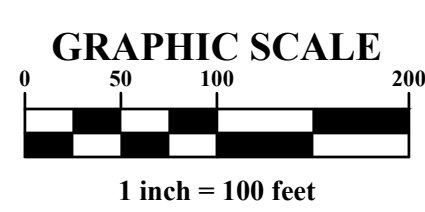
Subarea 02B

Basin 02

Subarea 01

Offsite 01

Basin 01



REVISIONS
MARK DATE DESCRIPTION
PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
PLAN SET DATE
OCTOBER 18, 2023

MARK	DATE	DESCRIPTION

ENCORE LIVING, LLC

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
GLACIER POINTE
SECTION 5
POST DEVELOPMENT TRIBUTARY AREA MAP



DATE
OCTOBER 18, 2023

SCALE
1" = 100'

JOB NO.
2023-0052

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25/25

**REGULATION TEXT
FOR
GLACIER POINTE**

BACKGROUND AND INTRODUCTION: CDI, Ltd., an Ohio limited liability company (“Applicant”), has filed a PUD Zoning Application dated July 24, 2017 (“Application”) with Jerome Township, Union County, Ohio (“Township”).

The area subject to the Application is a 248.642 acre tract located north of the intersection of Mitchell-DeWitt Road and McKitrick Road having a current address of 8560 McKitrick Road, Plain City, Ohio 43064 (“Property”). The Property is currently owned by The Bishop of the Catholic Diocese of Columbus and is in contract to be purchased by the Applicant. The Property is currently zoned Rural Residential District (RU) and is in agricultural use. As currently zoned in the RU District, Applicant estimates that the Property could be subdivided into approximately 135 lots with no provisions for open space, trail connections, architectural limitations, or other planned community attributes. The Application requests a rezoning of the Property to Planned Development District (PD) pursuant to Chapter 5 of the Jerome Township Zoning Resolution as in effect on July 24, 2017 (“Zoning Resolution”). All references herein to a “Section” refer to a specific Section of the Zoning Resolution.

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

The Application and all materials approved in connection therewith by the Township shall constitute the “Zoning Plan” for the Property, as provided in Section 500.04, and the Property, as so developed in accordance with the Zoning Plan shall sometimes be referred to herein as the “Development”. Notwithstanding the foregoing, the Zoning Plan shall not include the Conceptual Development Plan and Illustrative Plan (See Tab 10) which are being provided for illustrative purposes only.

The proposed Development is a residential community consisting of patio homes, single family homes and open space areas and will be known as “Glacier Pointe”. For all purposes hereof, “patio homes” shall mean smaller ranch style homes located within condominium regimes or on subdivided lots having a front dimension of at least 52’ and designed to appeal to older so called

“empty nesters” by providing landscaping, lawn care and snow and ice removal services to each home along with certain other exterior maintenance items as determined by the developer.

General PD Standards: As required by Section 500.06 the following general standards are established for the Development:

1. **Uses** – The Development has been designed as a residential community consisting of single family lots of varying sizes (anticipated lot sizes of 100’, 90’, 80’, 75’ and 70’ at building line) and patio home lots (52’ at building line) with significant open space (approximately 105.7 acres or 43% of net developable Property). In calculating open space, Applicant has taken credit for 50% of the roadway areas reserve for the reconfigured roadway system required for US Route 33 interchange at Mitchell-DeWitt Road due to the fact that there is no firm assurance as to when and if the interchange will ever be developed, thereby requiring such reconfiguration or loss of open space. The Development has been creatively designed to encourage the efficient and sustainable use of land and infrastructure and will result in a well-integrated, pedestrian friendly development. The only permitted uses within the Development are single family homes, patio homes and open space.
2. **Density** – The density of the Development is 1.78 du/acre. The Township’s current Comprehensive Plan adopted in September, 2008 includes a Jerome Township Comprehensive Land Use Plan, 2008 (See page 6-3 of the Comprehensive Plan) that places the Property in an area designated as “Conservation Development”, except for a portion adjacent to US 33 that is designated as “Office/Research/Medical”. Because at this time there is no interchange at US 33 and Mitchell-DeWitt Road, there is no market for office, research and medical users. The Comprehensive Plan at page 6-8 sets forth the following policy considerations for lands such as the Property designated for “Residential Conservation Development”:
 - Clustered residential uses to preserve large areas of open space and/or significant natural features and smaller lots as an incentive to preserve open space and natural features that help define the character of the community;
 - Planned unit developments with varying densities and lot sizes to take advantage of flexibility to provide varying densities and lot sizes in exchange for preserving open space for community use;
 - Open space of not less than 40% of gross acreage of the Property; and
 - Densities between 1-2 units per gross acre with 2 being the maximum density recommended.

Applicant meets or exceeds all standards set forth in the Comprehensive Plan with Density of 1.78 du/acre and open space of 43% of the net developable Property.

3. **Setbacks and Yard Areas** – All single family lots (100’, 90’, 80’, 75’ and 70’ front lot dimension at building line) will have a front setback of 25’ from right-of-way, all patio home lots/condominiums (52’ front lot dimension at building line) will have a front setback of 25’ from back of curb, and side yard and rear setbacks for

all single family lots and patio home lots/condominiums will be determined by lot width at building line as follows:

- 100' at building line - side yard setback of 10' and rear setback of 30'
- 90' at building line - side yard setback of 8' and rear setback of 30'
- 80' at building line - side yard setback of 6' and rear setback of 30'
- 75' or 70' at building line - side yard setback of 5' and rear setback of 30'
- 52' at building line (patio homes) -side yard setback of 5' and rear setback of 5'

Notwithstanding the foregoing rear setbacks for single family homes shall not apply to decks, patios, screened porches and unconditioned rooms so long as same are located not less than 10' from rear property line and do not encroach upon utility easements.

All setbacks are in keeping with the Township policy considerations contained in Section 500.06.3.

4. **Public Improvements** – All public improvements will comply with Section 500.06.4 including:

- Public roads shall be designed and constructed to the standards established by the Union County Engineer;
- Safe pedestrian and bicycle access and circulation shall be provided as depicted on the Open Space/Pedestrian Circulation Plan (See Tab 11). Pedestrian/bicycle paths will be integrated into open space.
- Ownership of open space is discussed elsewhere herein (See “**Open Space**” herein)
- Storm water management facilities shall be provided as required by the Union County Engineer and the State of Ohio.

5. **Access** - The Development provides access to two existing public roads, Mitchell-DeWitt Road and McKitrick Road. The Zoning Plan also reserves areas within open space for future connections to other public roads anticipated for the area upon improvement and realignment of Mitchell-DeWitt Road in connection with a proposed interchange at US 33 and Mitchell-DeWitt Road. All proposed access to existing roads and reserved areas for future road extensions and realignments have been reviewed and approved with the Union County Engineer.

6. **Buildings** – The only buildings that will be developed and constructed as a part of the Development will be single family homes, patio homes, clubhouses and other amenity features in connection with the development of residential communities. Included with the Application is sample architecture for single family homes and patio homes (See Tab 15). All buildings constructed within the Development will comply with the requirements of Section 500.06.6(a), (b) and (c). The following building standards shall apply:

- No building shall exceed 35' in height;

- No single family home shall contain less than 1,500sf for a ranch style home or 1,800sf for a two story home;
 - No patio home shall contain less than 1500sf;
 - All roofs shall contain dimensional shingles of a neutral color and have a roof pitch of not less than 6/12, except for accent roofs and porch roofs that may be metal with a lesser roof pitch in keeping with sound architectural and design perspectives;
 - All buildings shall have natural materials consisting of brick, stone, cultured stone, stucco, wood or cementitious siding on not less than 25% of the front elevation, with the remainder of the exterior building envelope to contain such natural materials as identified above or vinyl siding, excluding for all purposes hereof foundations, windows, doors, downspouts, soffits, garage doors, trim molding and accent features; and
 - The architectural diversity requirements of Section 500.01.04 shall apply to all single family homes. With respect to patio homes, the architectural diversity requirements of Section 500.01.04 shall not apply but to provide some level of architectural diversity to patio home developments, no patio homes located adjacent to or across the street from one another shall have the same exterior color (including front door color) or the exact same front elevation, which shall vary by fenestration, roof lines or other architectural diversity item(s).
7. **Lighting** – Applicant shall specify a standard front yard post lamp for each dwelling unit, although such standard may vary between single family homes and patio homes. Other than such front yard post lamp, lighting for entrance features to the Development (See Tab 13) and lighting for Model Homes (See “**Model Homes**” herein), no other exterior lighting is planned or permitted for the Development.
 8. **Signage** – Signage for the Development shall consist of entry signage as depicted on the Landscape Enlargements. (See Tab 13) No other signage other than typical for sale signs and Model Home signs (See “**Model Homes**” herein) shall be permitted in the Development.
 9. **Parking** – All single family homes and patio homes shall include not less than a 2 car garage and a driveway that permits parking of not less than 2 automobiles. On street parking shall be permitted only with agreement of the Union County Engineer and Township Fire Department.
 10. **Landscaping** – A Landscape Plan for the entrances to the Development is included in the Application. (See Tab 13) All single family homes and patio homes built within the Development shall include a landscape package. All public streets within the Development shall contain one street tree every 50’ on center with at least one street tree on each lot, to be installed at the time of home construction. Open spaces shall be developed, landscaped and maintained as discussed herein under “**Open Space**”. All patio homes located near or adjacent to US 33 shall be buffered as depicted in the Site

Landscape Plan (See Tab 12) in order to obscure views of such patio homes from US 33 in keeping with Township policy.

11. **Flood Plains and Environmentally Sensitive Areas** – There is a major wetland along the eastern boundary of the Property that will be maintained in perpetuity.

12. **Open Space** – See “**Open Space**” herein.

Open Space: Approximately 105.7 acres of the Development (43% of the net developable Property) will be preserved in perpetuity as open space in accordance with the express desires of the Township and its residents in the Comprehensive Plan adopted in 2008. Open space areas include approximately 40.5 acres along the Mitchell-DeWitt Road and McKittrick Road frontages of the Property (the “Entranceway Open Space”) (deducting 50% of potential roadway reserves or approximately 4.4 acres as discussed above), approximately 45.9 acres including the wetlands areas and adjoining lands along the eastern boundary of the Property (the “Wetlands Open Space”), approximately 9.2 acres between Subareas B and C (the “Tree Preservation Open Space”), and approximately 14.5 acres within the various Subareas of the Development (“Subarea Open Space”). The design, landscaping, use and ownership of each of these open space areas is as follows:

1. **Entranceway Open Space** – The Entranceway Open Space will be designed and landscaped as depicted on the Site Landscape Plan (See Tab 12) including a walking/bike path, within the eastern portion thereof will otherwise be left in its natural state after site work has been completed, and will be used solely as nature preserves and for access via the walking/bike path.
2. **Wetlands Open Space** – The Wetlands Open Space will be designed and landscaped as depicted on the Site Landscape Plan (See Tab 12) including walking/bike paths, will otherwise be left in its natural state after site work is completed, and will be used solely as nature preserves and for access via walking/bike paths.
3. **Tree Preservation Open Space** – The Tree Preservation Open Space will be designed to remain in its natural state.
4. **Ownership of Entranceway Open Space and Wetlands Open Space** – Ownership of Entranceway Open Space, Wetlands Open Space and Tree Preservation Open Space shall be finally determined by the Jerome Township Trustees at the time of its consideration of the Application. Alternatives for ownership to be explored with the Township Trustees include ownership by the Master Homeowners Association of the Development, ownership by the Township or ownership by another governmental or quasi-governmental entity as determined by the Township. In all cases, ownership shall be conveyed for no consideration.
5. **Easements for Access and Maintenance of Entranceway Open Space and Wetlands Open Space** – If the Entranceway Open Space and the Wetlands Open Space are conveyed to any entity other than the Master Homeowners Association of the Development, an

easement shall be reserved to the Master Homeowners Association for non-exclusive access to the walking/bike paths located thereon and for mowing and maintenance of up to a 20' strip along all public roadways providing access to the Development.

6. **Maintenance of Entranceway Open Space and Wetlands Open Space** - Any maintenance, mowing, vegetation control or other upkeep with respect to the Entranceway Open Space and the Wetlands Open Space shall be as determined by the owner thereof, subject to the easement granted to the Master Homeowners Association for the Development as discussed above.
7. **Subarea Open Space** – All Subarea Open Space shall be owned by the Master Homeowner’s Association for the Development or one or more sub-associations thereof and shall be maintained by such owner.
8. **Connectivity to Glacier Ridge Metro Park** – Applicant has discussed with Columbus and Franklin County Metro Parks trail connectivity between the open space located within the Development and the Glacier Marsh Trail located in Glacier Ridge Metro Park, and has reached general agreement to connect the walking/bike trails located within the Development’s open space with the trails located in Glacier Ridge Metro Park just south of the bicycle rodeo obstacle course planned within Glacier Ridge Metro Park. The installation of these walking/bike paths within the Development would be undertaken by the developer of Glacier Pointe and the developer of Glacier Pointe will reimburse Metro Parks for that portion of the trail connection located within Glacier Ridge Metro Park in accordance with reimbursement policies of Metro Parks. This connection is in keeping with Section 500.01.5. (See Tab 20).

Phasing: The Phasing Plan included as a part of the Application at Tab 14 depicts how the Development will be phased. Given the size of the Development, it is anticipated that full development of Glacier Pointe will take approximately 7-10 years. Consequently, Applicant request an extension of the Zoning Plan for up to 10 years from the date of approval as permitted by Section 500.8.5(b) and 6.

Zoning Plan; Subareas: Due to the size and nature of the Development and the fact that final engineering may result in changes to the layout to accommodate various engineering issues, in lieu of including in the Zoning Plan a preliminary development plan depicting the general configuration of all lots, the Zoning Plan includes only the Zoning/Subarea Plan (See Tab 9). Lot sizes, density and open space requirements for each Subarea shall be as set forth in the Zoning/Subarea Plan. The Conceptual Development Plan and Illustrative Plan included in the Application at Tab 10 are not official zoning documents or a part of the Zoning Plan but are for informational purposes only. As permitted by Section 500.04.3, each Subarea depicted on the Zoning/Subarea Plan (See Tab 9) shall be considered a separate Subarea and treated as a separate district with individual standards as stated for each such Subarea on the Zoning/Subarea Plan. Amendments to the Zoning Plan shall be permitted for individual Subareas without the need to amend the Zoning Plan for the entire Development. Notwithstanding the foregoing, no changes to one or more Subareas shall result in either: (a) the density calculations for the entire Glacier Pointe Development exceeding, or (b) the open space calculations for the entire Glacier Pointe

Development being less than, the overall density and open space calculations contained in this Regulation Text for Glacier Pointe. As a point of reference, the calculated density for the Glacier Pointe Development is 1.78 dwelling units per acre, with the total number of dwelling units being 439 units, and the calculated open space is 43% of the Net Residential Land area which totals 105.7 acres of open space.

Model Homes: Model Homes, consisting of residential type structures which are representative of other dwellings offered for sale or to be built within the Development or specified Subareas thereof and used as sales offices by builders and developers and to display products and features offered by builders and developers are, subject to the issuance of a zoning permit by the Township (“Zoning Permit”), permitted as a temporary use within the Development, and such Model Homes may be staffed and operated by marketing and sales personnel and agents of such builders and developers, without regard to any home occupation or other commercial or business use provisions of the Zoning Resolution. Model Homes shall be subject to the following restrictions:

- Location and Use – A Model Home may be used by a builder or developer for the marketing and sale of lots and/or dwelling units located within the Development. A Model Home may not be used as a dwelling. Resales of existing dwelling units (other than spec homes) within the Development shall not be conducted from the Model Home. The Model Home shall not be used to conduct sales of lots and/or dwelling units outside of the Development, except as an incidental occasional use for the benefit and convenience of a builder’s or developer’s customers.
- Hours of Operation – Model Homes shall close by 8:00 P.M. No Model Home shall be open on Sunday to the general public before 12:00 Noon.
- Lighting – All exterior lighting must be “down lighting”, so that no light shall be cast onto adjoining residential properties. All exterior lighting shall be extinguished at the closing time of the Model Home, except that which is in character with exterior lighting found on surrounding homes.
- Parking – Model Homes shall not be required to have off-street parking.
- Signage – Signage for each Model Home shall be permitted containing the logo and name of the builder or developer operating such Model Home, identifying the Model Home style, and setting forth hours of operation and pertinent contact information. There is no requirement that Model Home signage include all the foregoing. Such signage shall be placed, from the front property line, a distance of a least one-half (50%) of the distance of the required front yard setback and shall not be located in any required side yard. Such signage shall be a monument type sign not to exceed twelve (12) square feet of sign area per side and shall contain no more than two (2) back to back sides with appropriate landscape treatments at its base. Lighting of Model Home signage shall be permitted. Plans for signage shall be submitted to the Township Zoning Officer at the time of application for a Zoning Permit for approval and must include: sign structure, graphics, location, lighting and landscape treatments.

- Screening and Trash Removal – A landscape plan shall be submitted to the Township Zoning Officer at the time of application for a Zoning Permit for approval and shall provide adequate landscaping and screening from adjoining residential lots. The owner of each Model Home shall arrange for trash to be picked up regularly in and around such Model Home and its lot.
- Limitation on Use – Each Model Home shall be used as a Model Home only for the period of time set forth in the Zoning Permit issued for such Model Home by the Township Zoning Officer, subject to such extensions as may be granted by the Township Zoning Officer. At such time as the Model Home ceases or is no longer permitted to be used as a Model Home, all signage shall be promptly removed.
- Each Model Home shall be required to obtain and maintain a Zoning Permit issued by the Township Zoning Officer. At the time of application for a Zoning Permit, the applicant must demonstrate compliance with the requirements and restrictions set forth above and throughout the term of the Zoning Permit, the applicant must comply with such requirements and restrictions. The Township Zoning Officer shall be charged with the responsibility of determining compliance of each Zoning Permit issued for a Model Home.
- Termination of Use – The use of a Model Home within the Development shall be initially permitted for a period of up to thirty six (36) months after the completion and opening as a Model Home. Extensions of this time period, not to exceed one (1) year per extension, may be approved by the Township Zoning Officer upon application and payment of any applicable fee, provided that such an extension is not in conflict with the public interest and the primary use of the Model Home continues to be for the marketing and sale of lots and/or dwelling units located within the Development.
- No Model Home Zoning Permit shall be initially issued unless such Model Home and all requirements of this Section have been approved by the Glacier Pointe Design Review Board created pursuant to the Glacier Pointe Master Deed Declaration, Restrictions and Bylaws. (See Tab 19)

Approval of all Development Plans, Final Plats and Development and Building Plans:

All development plans (preliminary and final), all subdivision plats (preliminary and final) and all development and building plans in connection with the development and subdivision of Glacier Pointe and the development and construction of any improvements within Glacier Pointe, submitted by any person other than Applicant, must be approved in writing by the Glacier Pointe Design Review Board created and operating under the Master Deed Declaration, Restrictions and Bylaws for Glacier Pointe before submittal to the Township or any other board, commission or officer thereof. The Township and its respective boards, commissions and officers shall reject any such development plans, subdivision plats and development and building plans not so approved by the Glacier Pointe Design Review Board.

Township Supplemental Review Fee for Zoning Certificates: Each Zoning Certificate Application for construction of a new home to be constructed in the Glacier Pointe Development filed with the Township after receiving approval of the Glacier Pointe Design Review Board as

above provided shall be accompanied by a supplemental \$500 Glacier Pointe Supplemental Review Fee imposed on each new dwelling unit pursuant to this Regulation Text that is in addition to the Township's standard fees for review and issuance of Zoning Certificates.

General Application of Zoning Resolution Development Standards: As required by Section 500.08.3(r)(xv), all development standards not specifically addressed in this Regulation Text or otherwise contained in the Zoning Plan shall be regulated by those general development standards set forth in the Zoning Resolution.

GLACIER POINTE 5 VARIANCE REQUEST - BLOCK LENGTH

Request:

Section 412.3 of the Union County Subdivision Regulations states:

"No block shall be longer than 1,500 feet nor less than 500 feet."

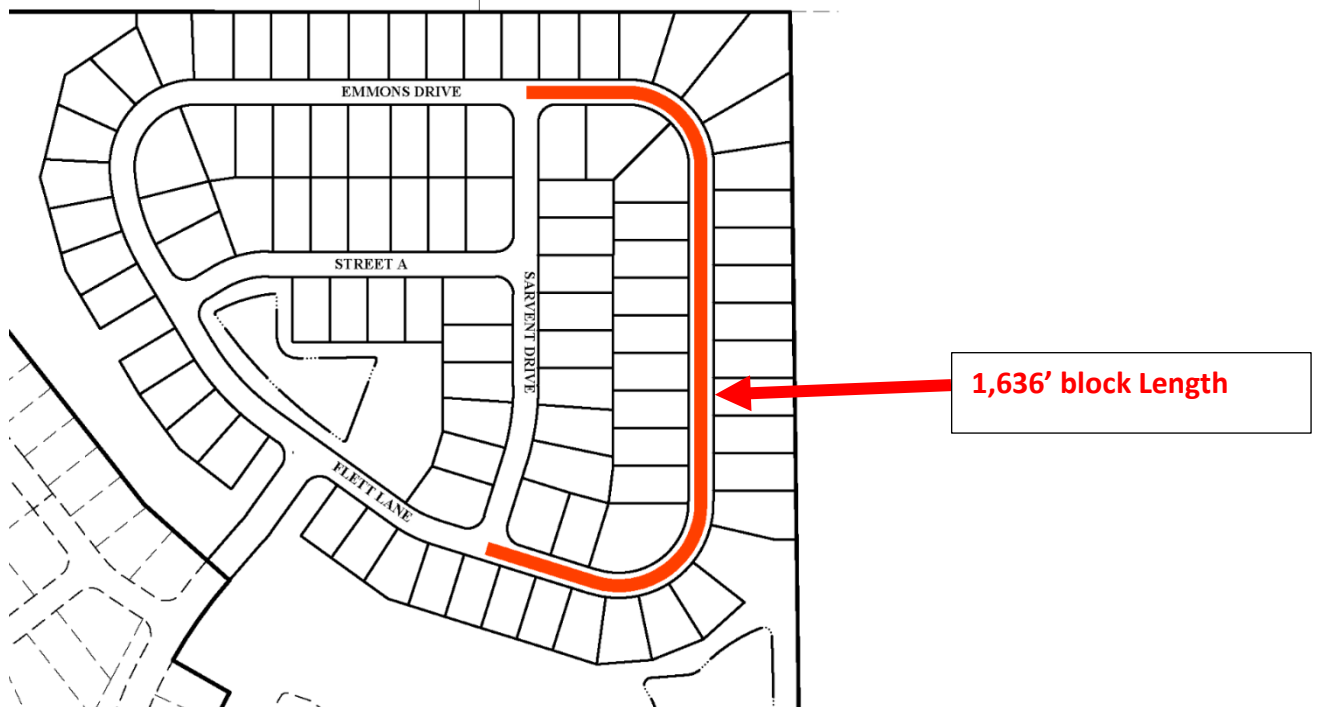
The applicant is requesting a variance from Section 412.3 to allow a block length of 1,636 feet.

Justification based on variance approval criteria per Section 705:

- 1. The existence of exceptional topographic or other physical conditions,*
There is a significant drainage corridor and topography along the southwest side of Section 5. As a result, connections to the adjacent section are limited to one location. In addition, Section 5 is bound by Metroparks on the north and east side as well as a substantial wetlands area to the south.
- 2. Strict application of these regulations would result in extraordinary and unnecessary hardship, or*
Compliance with Section 412.3 will require the addition of short-segment streets and or impacts to the adjacent wetland and stream corridor.
- 3. The purpose and intent of these regulations can be equally or better served.*
The Applicant believes the purpose and intent of the Union County Subdivision Regulations will be adequately served if the variance request is granted in that the result is only 136' more than required. And the health, safety and welfare of existing and future residents of Glacier Pointe will not be compromised since this area is at the end of the subdivision with no through-traffic.

Additional Justification:

1. The Emmons Drive segment on the proposed Preliminary Plat is 745 feet shorter than a similar segment shown on the Development Plan approved by Jerome Township used for rezoning, and has been the basis for approvals for three prior sections.





Engineers, Surveyors, Planners, Scientists

October 17, 2023

Bradley Bodenmiller
LUC Regional Planning Commission
P.O. Box 219
10820 State Route 347
East Liberty, Ohio 43319

Subject: Glacier Pointe Section 5 – Preliminary Plat

Dear Mr. Bodenmiller,

EMH&T, Inc., as the agent for Encore Living, acknowledges the existence of Pewamo soils within the development area of Glacier Pointe Section 5. The soil types are commonly found within areas with poor drainage and/or in drainage courses. In this case, the soils are in a farm field which has been tilled to allow the field to drain adequately for farming operations. The development will install storm sewer drainage system to provide adequate drainage to the area developed.

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

Please feel free to contact me if you have any questions a (614) 775-4487.

Sincerely,

A handwritten signature in blue ink that reads "John C. Bruno III".

John C. Bruno III, PE
Project Manager

Enclosures: 1

Copies: For File



Engineers, Surveyors, Planners, Scientists

March 31, 2023

Mr. Trevor Arnold
OFMD Ltd.
230 West Street, Suite 200
Columbus, Ohio 43215

**Subject: Preliminary Investigation: 83.2-acre Glacier Pointe Section 5 Site
EMH&T Project No. 2023-0052**

Dear Mr. Arnold,

EMH&T conducted a Preliminary Investigation (PI) for Waters of the United States for an approximately 83.2-acre property located in Jerome Township, Union County, Ohio. The study area currently consists of a fallow farm field, secondary forested/scrub-shrub habitat, and emergent wetland habitat.

Literature Review

According to the USGS 7.5' Series *Shawnee Hills, Ohio* quadrangle (USGS, 1975), the elevations within the study area lie between 970 and 1010 feet above sea level (National Geodetic Vertical Datum). One (1) drainage area was mapped within the study area. No wetlands or marsh symbols were mapped within the study area.

A hydric soil is a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (USDA-NRCS, 2018). According to the *Web Soil Survey for Union County, Ohio* (NRCS, 2022), four (4) soil types were mapped for the study area. The mapped soils are listed in Table 1 along with their hydric status. One (1) stream was mapped on the study area. No marsh symbols were mapped on the study area.

TABLE 1. Hydric Status of Onsite Soils

Mapped Soil Unit	Hydric Status	Hydric Inclusions	Location of Hydric Inclusions
Blount silt loam, end moraine, 0 to 2 percent slopes (Ble1A1)	Non-hydric with hydric inclusions	Pewamo 6%	Till Depression
Blount silt loam, end moraine, 2 to 4 percent slopes (Ble1B1)	Non-hydric with hydric inclusion	Pewamo 6%	Till Depression
Glynwood silt loam, end moraine, 2 to 6 percent slopes (Gwe1B1)	Non-hydric with hydric inclusions	Pewamo 6%	Till Depression
Pewamo silty clay loam, 0 to 1 percent slopes (Pk)	Hydric	Minster 6%	Lacustrine Flatwood

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) was reviewed for the study area (FEMA, 2008). The study area is located within the FEMA-designated Area of Minimal Flood Hazard (Zone X).

The United States Fish and Wildlife Service's (USFWS) National Wetlands Inventory (NWI) online Wetlands Mapper was reviewed for the study area (USFWS, 2022). One (1) riverine habitat, R4SBC, and one (1) freshwater pond habitat, PUBG, were mapped for the study area.

Onsite Findings

EMH&T completed an investigation of the study area on March 20, 2023. As noted above, the study area currently consists of a fallow farm field, secondary forested/scrub-shrub habitat, and emergent wetland habitat. Based on our field observations and review of aerial photography, two (2) potentially jurisdictional wetlands, three (3) potentially jurisdictional streams, and three (3) swales/erosional features are located within the study area.

Potential Wetland A is 21.30-acre emergent wetland that was previously impounded as a lake and outflows into Stream 1. Potential Wetland B is a 0.15-acre forested wetland that is located below the old impoundment outfall and adjacent to Stream 1. It is our opinion that both wetlands would be considered jurisdictional Waters of the U.S. (WOTUS) by the USACE given their connectivity to a relatively permanent tributary.

Streams 1, 2 and 3 are intermittent streams that originate offsite. Stream 1 carries water southeast to Wetland A, and begins again at the outflow structure. Streams 4 and 5 carry storm water north of the study area into Stream 1. Given the flow regime and connectivity of these features, it is our opinion that that USACE would consider these features jurisdictional WOTUS.

Swales/Erosional Features 1, 2, and 3 have resulted from a farm field that is no longer being maintained. Extreme precipitation events have caused erosional washes to be formed as the water moves down the gradient of the old field. Erosional Feature 1 originates offsite and does not have a defined ordinary high water mark (OHWM). Erosional Features 2 and 3 originate within the unmaintained portion of the site and exhibit flow paths consistent with the historic drain tile network. Under the "Revised Definition of 'Waters of the United States'" rule, which is codified in 33 CFR 328.3 and 40 CFR 120.2, these features may not be considered WOTUS (i.e., may be considered non-jurisdictional and may not require a federal permit or mitigation), as they may be considered "swales and erosional features (e.g., gullies, small washes) characterized by low volume, infrequent, or short durational flow." Such features excluded from federal jurisdiction under the Revised Definition of WOTUS (88 FR 3004 (b)(8)).

The approximate limits of the onsite features were surveyed using a handheld GPS unit and are depicted on the attached Preliminary Investigation Map. Representative photographs of the study area have also been attached.

Surface Water Permitting & Recommendations

Based on our initial field evaluation of the study area, two (2) potentially jurisdictional wetlands, three (3) potentially jurisdictional streams, and three (3) potentially non-jurisdictional swales/erosional features are located onsite. Based on coordination with the design team, and a review of the conceptual site design, it is possible that development of the study area would necessitate impacts to onsite features. Given this, a Nationwide Permit from the U.S. Army Corps

of Engineers (USACE) would likely be required if any onsite wetlands and streams were to be impacted. If development activities move forward on the study area, it is our recommendation that a formal Waters of the U.S. Investigation be prepared for the study area and submitted to the USACE to verify our findings.

Please note, the Revised WOTUS rule recently took effect on March 20, 2023. As such, the USACE's interpretation of the rule is uncertain. Only the USACE can determine whether the swale/erosional features are jurisdictional and if they would require a permit and mitigation.

If you have any questions about the content of this letter, please contact me at (614) 775-4509 or mkrokonko@emht.com.

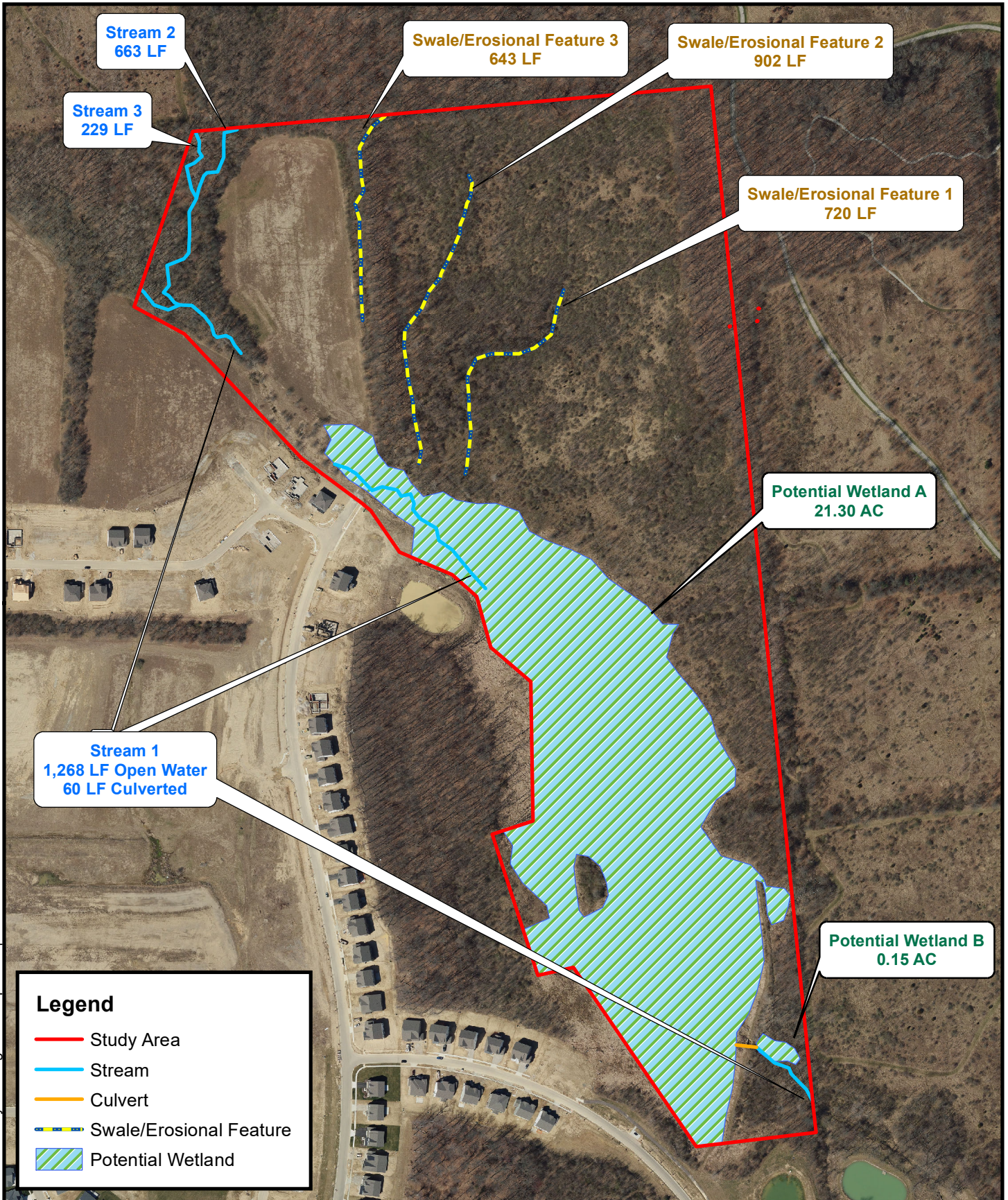
Sincerely,

A handwritten signature in blue ink that reads "Michael A. Krokonko".

Michael A. Krokonko
Sr. Environmental Scientist, Associate
Environmental Division

cc: Kyle Shreves, EMH&T

EXHIBIT



Legend

- Study Area
- Stream
- Culvert
- Swale/Erosional Feature
- Potential Wetland

EMH&T
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

JEROME TOWNSHIP, UNION COUNTY, OHIO
Glacier Pointe Section 5
Preliminary Investigation Map

1 inch = 390 feet

0 195 390 780 Feet

Source: Aerial - Union County, 2022

PHOTOGRAPHS



Photograph 1

View of Potential Wetland A, looking southeast
(EMH&T, 3/20/2023)



Photograph 2

View of Potential Wetland B, looking east
(EMH&T, 3/20/2023)



Photograph 3

View of Potential Stream 1, facing upstream
(EMH&T, 3/20/2023)



Photograph 4

View of Potential Stream 2, facing downstream
(EMH&T, 3/20/2023)



Photograph 5

View of Stream 3, facing downstream
(EMH&T, 3/20/2023)



Photograph 6

View of Swale/Erosional Feature 1, looking north
(EMH&T, 3/20/2023)



Photograph 7

View of Swale/Erosional Feature 2, looking south
(EMH&T, 3/20/2023)



Photograph 8

View of Swale/Erosional Feature 3, looking south
(EMH&T, 3/20/2023)



**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

November 2, 2023

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

Re: Glacier Pointe Section 5 – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on October 22, 2023. We recommend approval of the plat should the fire department concerns be addressed. Items listed below should be addressed in the final construction drawings or resolved as indicated.

1. Sheet 2 shows RCC as a pavement alternate, this is no longer an acceptable method of construction in the county.
2. The fire department has requested no parking signs on both sides of Glacier Pointe Drive.
3. One of the streets still needs a name, "Street A."
4. Per the infrastructure agreement, the next platted lot requires that the turn lane on Mitchell Dewitt to McKittrick must be completed.
5. All appropriate OEPA/ODNR/ACOE permitting will be required prior to the start of construction.
6. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
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. Provide detailed construction drawings to private utility providers.

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

Luke Sutton, P.E.
Project Engineer
Union County Engineer

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, November 3, 2023 2:46 PM
To: Brad Bodenmiller
Cc: Heather Martin
Subject: RE: Glacier Pointe 5 Comment letter

Yes, we are good with the layout.

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, November 3, 2023 2:46 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Cc: heathermartin@lucplanning.com
Subject: RE: Glacier Pointe 5 Comment letter

With the information from Brad Flora, are you OK to say the layout and design of the lots, streets, and other improvements for **Glacier Pointe, Section 5 – Preliminary Plat** is approved?

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

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, November 3, 2023 9:20 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Heather Martin <heathermartin@lucplanning.com>
Subject: RE: Glacier Pointe 5 Comment letter

Please see updated comment letter.

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, November 2, 2023 4:46 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Cc: Brad Flora <bflora@jerometownship.com>
Subject: RE: Glacier Pointe 5 Comment letter

Luke,

Received—thank you!

In your letter, you wrote, “2. The fire department will need to be in agreement with having only one access point for this pod of the development.” The Fire Department emailed about the access point shown on the *Sketch Plan* twice. I attached both of those emails and copied **Brad Flora** in case he has any further comment.

Luke: When you are able, can you confirm whether the layout and design of the lots, streets, and other improvements for **Glacier Pointe, Section 5 – Preliminary Plat** approved?

Bradley Bodenmiller

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

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Thursday, November 2, 2023 2:50 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: Glacier Pointe 5 Comment letter

Please see attached.

Thanks,

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





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

Jerome Township Zoning Department

October 25, 2023

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

Re.: Glacier Pointe Section 5 – Preliminary Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the preliminary plat known as Glacier Pointe Section 5 – Preliminary Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. Zoning Map Amendment #PD17-125 was approved by the Board of Township Trustees to allow for development at the site. In order to allow the Zoning Department to provide LUCRPC written notice of zoning compliance prior to approval of a final plat for this subdivision as required by Section 324 of the Subdivision Regulations, approval of a detailed development plan by the Zoning Commission is required for this development.
2. The note “FLOODPLAIN” on page 1 should indicate the correct name of this section.
3. The boundary map on page 1 is out of date. It incorrectly identifies the property owners and zoning districts for certain parcels. The map should be updated, and the applicant should contact the Township Zoning Department for assistance with identifying the correct zoning districts.
4. The table labeled “General Development Summary” on page 1 should be updated as follows:
 - a. The phrase ‘(From the Back of Curb)’ should be removed (Regulation Text, Section 3).
 - b. The order of the side and rear setback notes should be reversed.
 - c. The rear yard setback should be 30’ (Regulation Text, Section 3).
 - d. The side yard setback note should be ‘Varies based on Lot Width’ (Regulation Text, Section 3)
 - e. This table should be corrected on all pages of the plat where it appears in accordance with these comments.
5. The vicinity map on page 1 should be revised to label “US Highway 33”. This freeway is mislabeled on the map.
6. The building setback on all pages should be revised. The line should be measured 25’ from the right-of-way line of the proposed street, and should be parallel to the right-of-way line at all times, including along the radius of corner lots. (Regulation Text, Section 3, and Chapter 300 of the Zoning Resolution) The applicant may need to confirm that corner lots have not been rendered too narrow for development by this correction.



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

Jerome Township Zoning Department

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,

A handwritten signature in blue ink that reads "Eric Snowden". The signature is written in a cursive, flowing style.

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

Brad Bodenmiller

From: Adam Schultz <adam.schultz@uchd.net>
Sent: Thursday, October 26, 2023 1:54 AM
To: Brad Bodenmiller
Subject: Re: Distribution Letter + Plat for Glacier Pointe Section 5 - Preliminary Plat

Brad,

Our office has no comments regarding any of the above described plats; nothing really pertains to private well/septic. If you have any questions, please let me know. Thanks.

Adam Schultz, REHS
Director of Environmental Health
Union County Health Department
940 London Avenue, Suite 1100
Marysville, Ohio 43040
Main: 937-642-2053
Direct: 937-645-2040
adam.schultz@uchd.net



*"I have not failed. I've just found 10,000 ways that won't work."
Thomas A. Edison*

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and prohibited from re-disclosure under applicable law. If the reader of this notice is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the originator of this message immediately. **PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS E-MAIL!**



On Sun, Oct 22, 2023 at 9:38 PM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Good morning,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Glacier Pointe, Section 5 – Preliminary Plat**. Paper copies were delivered/mailed on Friday. Please note the meeting dates and call with any questions. Thank you!

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, November 1, 2023 11:21 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - November LUC Executive Meeting

Brad,

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

Jerome Professional Park - Preliminary Plat

1. No Comments

ERN, Section 1, Phase 4 - Final Plat

1. No Comments

Glacier Pointe, Section 5 - Preliminary Plat

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

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



GLACIER POINTE

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:
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Columbus, Ohio 43215
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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

- 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

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

electd by the Members shall be electd to a one (1) year term, one initial Director of the Master Association electd by the Members shall be electd to a two (2) year term, and the one initial Director of the Master Association electd by the Members shall be electd 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 electd to a three (3) year term, the candidate nominated for election by the Members receiving the second highest number of votes shall be electd 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 electd to the one (1) year term.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly electd 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 electd by the Members, and such successor shall serve until the next annual meeting of Members, when a Director shall be electd to complete the term of such deceased, resigned, or removed Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION V: OFFICERS

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

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

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

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

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

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

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

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

SECTION VI: COMMITTEES

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

SECTION VII: BOOKS AND RECORDS

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

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

SECTION VIII: FISCAL YEAR

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

SECTION IX: ADMINISTRATIVE EXPENSES

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

SECTION X: INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XI: AMENDMENTS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

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

_____, LLC, an Ohio
limited liability company

By: _____

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, October 26, 2023 3:26 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Glacier Pointe Section 5 - Preliminary Plat

Union Soil and Water has no comments for **Glacier Pointe, Section 5 – Preliminary Plat**. The Preliminary Drainage Plan has been approved.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Sunday, October 22, 2023 9:37 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Glacier Pointe Section 5 - Preliminary Plat

Good morning,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Glacier Pointe, Section 5 – Preliminary Plat**. Paper copies were delivered/mailed on Friday. Please note the meeting dates and call with any questions. Thank you!

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

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



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

October 31, 2023

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

Name of Development – Glacier Pointe Section 5

Details -

Number of Lots: 98
Front Setback: 25 Ft
Side Setback: 5 Ft each side
Rear Setback: 5 Ft
Placement of electric facilities – Rear lot

Union Rural Electric Terms and Conditions - Development must comply with URE's Terms and Conditions for Supplying Electric Service.

Easement Requirements – URE has easement requirements of 20 feet for underground primary and secondary facilities.

- The actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on a 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).
- Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).
- Allow Utility ingress and egress of open space as necessary for maintenance, repairs, replacement of electric facilities.
- Where practical, do not place the easement area over building setbacks, adjacent to is acceptable. URE does not want the primary conductor to be within five feet from the basement walls or building footers.
- Electric easements must be platted and shown on final plat plans.
- No permanent or semi-permanent structures, fencing, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with installation or maintenance of facilities.

Street Crossings and Adjacent Property Paths - Street crossing and adjacent property paths to be determined when facilities layout is completed.

Landscape Plans - Landscape Plans shall not interfere with URE utility easements or access to URE facilities and shall comply with any regulatory and/or NESC rules.



Union Rural Electric Cooperative, Inc. | 15461 US Highway 36 Marysville, OH 43040
office: 800.642.1826 or 937.642.1826 | email: services@ure.com | website: ure.com

URE Contacts:

- Matt Zarnosky – V.P. Engineering and Operations - Office 937-645-9246 – Cell 716-510-6640
- Brent Ransome – Manager of Engineering – Office 937-645-9241
- Ed Peper – Engineer – Office 937-645-9240
- Ron McGlone – Engineer – Office 937-645-9263
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

- Sheet 10 and 12
 1. URE Primary easement area is highlighted.
 2. 5 road crossings are identified.

URE will still need to work with the developer to complete the electrical facility layout.

Regards,

Ron McGlone
Engineer
Union Rural Electric Cooperative, Inc
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9263



Staff Report – Jerome Village Professional Park

Applicant:	<p>Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.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 Jerome Village Professional Park – Preliminary Plat.
Location:	Located between US 42 (east side) and Ewing Road, on the south side of Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat involves 5.2 acres of land and proposes 2 commercial lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 0.510 acres in right-of-way ○ 3.296 acres in commercial/office lots ○ 1.394 acres in dedicated open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ Jerome Village collection and City of Marysville public sanitary waste treatment <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 11-03-23. 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. Variances were approved. 2. All appropriate OEPA/ODNR/ACOE permitting will be required prior to the start of construction. 3. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final Construction Drawing review process.
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Staff Report – Jerome Village Professional Park

	<ul style="list-style-type: none">4. Detail all flood routing swales, including 100-year water surface elevations, ensuring at least 1' of freeboard between the 100-year water surface and the finished grade elevations of all building structures.5. Provide a stormwater management report for review.6. Provide detailed Construction Drawings to private utility providers. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ In an email dated 09-27-23, the District advised it had no comments.○ In an email dated 10-26-23, the District advised it had no additional comments. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ No comments received as of 11-01-23. Standard comments from the Health Department are below:<ul style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).” <p>• City of Marysville</p> <ul style="list-style-type: none">○ The City submitted comments in an email dated 10-04-23. Some of those comments are listed below and
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Staff Report – Jerome Village Professional Park

	<p>summarized for reference. (Please refer to email for all comments.)</p> <ol style="list-style-type: none">1. Provide 10' Utility Easement flanking right-of-way along east side of Sycamore Trace for the proposed waterline.2. The City provided Easement language it wants included on the Final Plat. <ul style="list-style-type: none">○ In an email dated 11-01-23, the City advised it had no additional comments. <ul style="list-style-type: none">• Jerome Township<ul style="list-style-type: none">○ Jerome Township submitted comments in a letter dated 10-02-23. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)<ol style="list-style-type: none">1. The proposed Preliminary Plat complies with the Preliminary Development Plan attached to the case. An approved Detailed Development Plan will be required prior to establishment of any uses or construction of any improvements, and for a letter of compliance with the zoning regulations to be issued when the Final Plat is reviewed.• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 11-01-23.• Ohio Edison<ul style="list-style-type: none">○ No comments received as of 11-01-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. In the Sketch Plan letter issued by LUC dated 09-21-23, LUC advised there is apparently an access easement at the rear of Lot 2. This is functioning as a right-of-way, “A strip of land taken or dedicated for use as a public or private way [emphasis added]. In addition to the roadway or [emphasis added] pavement, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities” (pp. 36). Previously, LUC staff noted variances are required for the proposal and variances were obtained:<ul style="list-style-type: none">• The unlabeled right-of-way on Lot 2 was granted a variance as a 40' marginal access street with a dead-end into the access easement on the 2.09
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Staff Report – Jerome Village Professional Park

	<p>acre Primrose Daycare parcel. This will need to be shown as 40’ on the Final Plat, and LUC anticipates this will be labeled as right-of-way.</p> <ul style="list-style-type: none"> • A variance was obtained to allow Lot 2 to be a through lot, which frontage along Sycamore Trace and the marginal access street. <ol style="list-style-type: none"> 1. Building setbacks are not depicted. Building setback lines with dimensions are required (§313, 13.). 2. Easements for water and sewer must be a minimum of 20’ and 10’ for other utilities (§313, 12.; §414). 3. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.). 4. All variances or exceptions shall be approved by the County Commissioners before any action by the Regional Planning Commission. Add all variances or exceptions and their resolution number and date to Sheet 1 of the Final Plat (§705). 5. A letter from Jerome Township certifying that the Final Plat conforms with the Township’s zoning is required before any approval of the Final Plat may be granted (§401; §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).
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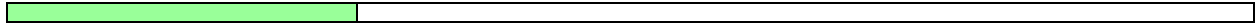
<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL WITH CONDITIONS of Jerome Village Professional Park – Preliminary Plat with the conditions that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulations requirements, shall be incorporated into the Construction 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.</p>
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<p>Z&S Committee Recommendations:</p>	
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Logan-Union-Champaign
regional planning commission

Staff Report – Jerome Village Professional Park





**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

November 3, 2023

Public Service with integrity

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

Re: Jerome Village, Jerome Commerce Park – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat. At this time we recommend approval of the plat, as required variances have been approved. Remaining items listed below should be addressed in the final construction drawings or resolved as indicated.

1. A variance has been submitted and approved for a marginal access road to dead end without a turnaround or cul-de-sac, and also for the easement/Right-of-way to be less than 40' width.
2. All appropriate OEPA/ODNR/ACOE permitting will be required prior to the start of construction.
3. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
4. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
5. Provide a stormwater management report for review.
6. Provide detailed construction drawings to private utility providers.

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

Luke Sutton, P.E.
Union County Engineer

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, November 3, 2023 6:06 PM
To: Brad Bodenmiller
Subject: Re: Jerome Professional Park - Layout & Design

Yes, the layout is approved.

On Nov 3, 2023, at 5:56 PM, Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Luke,

Good evening! I should have confirmed this earlier today. In light of the variances being approved, is the layout and design of the lots, streets, and other improvements for **Jerome Professional Park – 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



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

Jerome Township Zoning Department

October 2, 2023

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

Re.: Jerome Professional Park – Preliminary Plat

Dear Mr. Bodenmiller,

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

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

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, November 1, 2023 11:21 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - November LUC Executive Meeting

Brad,

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

Jerome Professional Park - Preliminary Plat

1. No Comments

ERN, Section 1, Phase 4 - Final Plat

1. No Comments

Glacier Pointe, Section 5 - Preliminary Plat

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

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: Thursday, October 26, 2023 3:23 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter for Jerome Professional Park - Preliminary Plat

Union Soil and Water has no additional comments for **Jerome Professional Park – Preliminary Plat**.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Sunday, October 22, 2023 9:36 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter for Jerome Professional Park - Preliminary Plat

Good morning,

I attached a copy of the **Distribution Letter** generated for **Jerome Professional Park – Preliminary Plat**. The Plat was tabled during the October LUC meeting. **No updated plat was submitted**, and the Plat is on the November 2023 LUC agenda. Please note the meeting dates and call with any questions. Thank you!

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

P: (937) 666-3431 | www.lucplanning.com



Staff Report – Dover Township (U) Zoning Amendment

Applicant:	Dover Township Zoning Commission c/o Tom Morgan (937) 243-9671
Request:	The Dover Township Zoning Commission initiated an amendment to the text of the Zoning Resolution. The proposal amends Article II Establishment of Districts, the Official Schedule of District Regulations, Section 565 Supplemental District Regulations, Common Access Drives (General), Article XII Definitions, and adds an Appendix.
Location:	Dover Township is in eastern Union County. The unincorporated area of New Dover is located in the Township.

Staff Analysis:	<p>The Township expressed concerns about density occurring through the minimum lot split process. The Zoning Commission is proposing changes to minimum lot size, minimum frontage/width, and the depth:width ratio. The Zoning Commission proposes to prohibit the use of Common Access Drives (CADs). Make minor language corrections to the Dover Township (U) Zoning Resolution.</p> <p>Amending Article II Establishment of Districts</p> <ul style="list-style-type: none"> • Strikes agritourism as a conditional use from Section 210, Section 220, Section 260, and Section 290. <p>The establishment of districts generally describes the purpose and intent of each district. LUC staff recommends this proposed change because Conditional Uses should be listed in the Official Schedule of District Regulations.</p> <p>Amending The Official Schedule of District Regulations</p> <ul style="list-style-type: none"> • For all districts, adds “Common Access Drive” to the list of prohibited uses (U-1, R-1, B-2, and M-2). • For all districts, under “Minimum Area/Size” changes the depth:width ratio requirement to read, “No lot shall have a depth which is more than three (3) times its width.” • Changes the U-1 minimum lot size from 40,000 sq. ft. to 1.5 acres and changes the minimum lot frontage/width from 150 ft. to 200 ft. • Establishes a 1.5 acre minimum lot size and 200 ft frontage/width requirement for lots with on-site sewage in the R-1 District. (Previously was 40,000 sq. ft. minimum lot size/150 ft. frontage/width for single family.)
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Staff Report – Dover Township (U) Zoning Amendment

	<ul style="list-style-type: none"> Changes the M-2 District minimum width frontage from 175 ft. to 200 ft. <p>Amending Section 565 Supplemental District Regulations, Common Access Drives (General)</p> <ul style="list-style-type: none"> Strikes Section 565 Supplemental District Regulations, Common Access Drives (General). <p>This Section reiterates anyone establishing a CAD needs to follow the County regulations for CADs.</p> <p>Amending Article XII Definitions</p> <ul style="list-style-type: none"> Under “Lot Measurements”, in the definition of “Depth”, removes the language, “No lot shall have an average depth which is more than three (3) times its average width.” <p>This language is redundant because depth:width requirements are spelled out in detail in the Official Schedule of District Regulations.</p> <p>Appendix</p> <ul style="list-style-type: none"> Adds illustrative drawings as an appendix, including drawings depicting depth:width ratio requirements. <p>Prosecutor’s Office</p> <ul style="list-style-type: none"> A copy of this proposal was forwarded to the County Prosecutor’s Office for consideration and comment. The Prosecutor’s Office had no comment.
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<p>Staff Recommendations:</p>	<p>Staff recommends <i>APPROVAL WITH MODIFICATIONS</i> of the proposed Zoning Text Amendment.</p> <p>Those modifications are listed below:</p> <ul style="list-style-type: none"> In the Official Schedule of District Regulations, for each district, minimum lot area and minimum lot sizes are listed. The way this is worded is inconsistent. LUC staff recommends using the same description for each. An example would be: “LOT, MINIMUM AREA (Square Feet):” and not specifying “100% buildable lot size.” In the Official Schedule of District Regulations, in the M-2 District requirements, style the minimum lot size requirements similar to the other districts. An example would be: “120,000 sq. ft./200 ft. frontage/width.” <p>These modifications update the Official Schedule of District Regulations to keep headings and formatting consistent. LUC staff also cautions prohibiting CADs which may result in variance requests.</p>
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Logan-Union-Champaign
regional planning commission

Staff Report – Dover Township (U) Zoning Amendment

Z&S Committee Recommendations:	
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Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: October 18th, 2023 ^{M-2} _{R-1} Township: Dover

Amendment Title: Agritourism, U-1 District Minimum lot size, U-1 District, 3rd Revo, Minimum frontage, and Common Access Drives.

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

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

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

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

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

Date of Request.

October 18th, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Gram Dick
PO Box 219
East Liberty, OH 43319
gramdick@lucplanning.com

RE: Zoning Text Amendment Application, Dover Township, Union County

Amendment topic: Agritourism, U-1 District Minimum Lot Size, U-1 District Minimum Frontage, and Common Access Driveways

Dear LUC Regional Planning Commission Committee Members:

The Dover Township Zoning Commission met at 6:30 PM on October 18th, 2023. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are in purple and ~~strikethrough~~. Please refer to these attachments for further information.

- Strikes Agritourism as a conditional use from Section 210, Section 220, Section 260, and Section 290.
- Adds "Common Access Drive" to the list of prohibited uses for each district in the Official Schedule of District Regulations.
- ~~Increases minimum lot size to 1.5 acres in the U-1 District.~~
- ~~Increases minimum frontage to 200 feet in the U-1 District.~~
- Clarifies the 3:1 depth to width ratio under "Minimum Lot Size" in the Official Schedule of District Regulations for each district.
- Strikes Section 565 Supplemental District Regulations, Common Access Drives (General).
- Strikes redundant language from "Lot Measurement" definitions.
- Adds illustrative drawings as an Appendix, including drawings depicting depth to width ratio requirements.
- Establishes a 200' lot frontage in the M-2 District.

Changes the U-1 min lot size to 1.5 acres + 200' of frontage.
Establishes a 1.5 acre // 200' frontage lot req. for lots with onsite sewage (R-1).
Establishes a 14,520 sq ft 100' frontage lot req for group/central sewage (R-1).

Public Hearing.

The Dover Township Zoning Commission of Union County, Ohio, will hold a public hearing concerning the proposed amendments at ~~6:30M~~ on November 20th, 2023, in the Dover Township Building. The address is 16650 Church St. Marysville, Ohio 43040

Point of Contact.

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

Email: _____ Phone: 937-243-9671 Address: _____

Sincerely,

Tom Morgan

Attachments. Proposed Zoning Resolution Text Amendments (text changes shown ~~removed~~ and purple)



Dover Township
Union County, Ohio

Zoning Resolution



Amendment

This version: Amended and restated to reflect amendments adopted _____, 20__.

SECTION 530	SPECIAL PROVISIONS FOR COMMERCIAL AND INDUSTRIAL USES
SECTION 531	FIRE HAZARDS
SECTION 532	ELECTRICAL DISTURBANCE
SECTION 533	NOISE
SECTION 536	ODORS
SECTION 537	AIR POLLUTION
SECTION 538	GLARE
SECTION 539	EROSION
SECTION 540	WATER POLLUTION
SECTION 541	MINERAL, CLAY, SAND, AND GRAVEL EXTRACTION, STORAGE AND PROCESSING
SECTION 542	DISTANCE FROM RESIDENTIAL AREAS
SECTION 543	FILING OF LOCATION MAP
SECTION 544	INFORMATION ON OPERATION
SECTION 545	RESTORATION OF MINED AREA
SECTION 546	PERFORMANCE BOND
SECTION 547	ENFORCEMENT PROVISION
SECTION 548	MEASUREMENT PROCEDURES
SECTION 550	SUPPLEMENTARY DISTRICT REGULATIONS
SECTION 551	SIDE AND REAR YARD REQUIREMENTS FOR NON-RESIDENTIAL USES ABUTTING RESIDENTIAL DISTRICTS
SECTION 552	EXCEPTION TO HEIGHT REGULATIONS
SECTION 553	ARCHITECTURAL PROJECTIONS
SECTION 554	VISIBILITY AT INTERSECTIONS IN RESIDENTIAL DISTRICTS
SECTION 556	ERECTION OF MORE THAN ONE PRINCIPAL STRUCTURE ON A LOT
SECTION 557	ADEQUATE DRAINAGE OUTLET AND ACCEPTABLE SOILS
SECTION 558	JUNK STORAGE AND SALES
SECTION 559	TEMPORARY BUILDINGS
SECTION 560	OPEN STORAGE AND DISPLAY OF MATERIAL AND EQUIPMENT
SECTION 561	INCINERATOR
SECTION 562	FENCES
SECTION 563	TELECOMMUNICATION TOWERS
SECTION 564	PERFORMANCE BONDS
SECTION 565	SUPPLEMENTAL DISTRICT REGULATIONS, COMMON ACCESS DRIVES
SECTION 566	SMALL WIND FARMS LESS THAN 5MW
SECTION 567	SMALL SOLAR ENERGY SYSTEMS (LESS THAN 50 MW)
SECTION 570	AGRITOURISM
SECTION 572	MEDICAL MARIJUANA ENTITIES

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DOVER TOWNSHIP ZONING RESOLUTION

UNION COUNTY, OHIO

A Resolution of Dover Township, Union County, Ohio enacted in accordance with a comprehensive plan and the provisions of Chapter 519, Ohio Revised Code, and for the purpose of protecting the public health, safety, comfort, convenience and general welfare; dividing the unincorporated portion of the townships into zones and districts, encouraging, regulating and restricting therein the location, construction, reconstruction, alteration and use of structures and land; promoting orderly development of the residential, business, industrial recreational and public areas; providing for adequate light, air and convenience of access to property by regulating the use of land and buildings and the bulk of structures in relationship to surrounding properties; limiting congestion in the public right-of-ways; providing the compatibility of different land uses and the most appropriate use of land; providing for the administration of this Resolution and defining the powers and duties of the Administrating Officers as provided hereinafter and prescribing penalties for the violation of the provisions in this Resolution or any amendment thereto; and for the repeal. Be it resolved by the Trustees of Dover Township, Union County, Ohio:

Therefore be it resolved by the Board of Trustees of Dover Township, Union County, Ohio:

ARTICLE I TITLE OF RESOLUTION

SECTION 100 TITLE: This Resolution shall be known and may be cited and referred to as the "Zoning Resolution of the Township of Dover, Union County, Ohio."

ARTICLE II ESTABLISHMENT OF DISTRICTS

SECTION 200 DISTRICT TYPES: The township is hereby divided into four districts as follows; Rural District, Low Density Residential District, Local Business District and Heavy Manufacturing District.

SECTION 210 RURAL DISTRICT (U-1): The intention of the Rural District is to provide land which is suitable or used for Agriculture, Conservation, Very Low Density Residence and Public and Quasi-public purpose. Very Low Density Residential Land use refers to farm housing units and isolated residential

developments not requiring a plat under subdivision regulations. Some residential, commercial and industrial development may be permitted as Conditional Uses under Section 601 and as Planned Unit Development under Article VI. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health Regulation. ~~Agritourism as a conditional use.~~

SECTION 220 LOW DENSITY RESIDENTIAL DISTRICT (R-1): The purpose of the Low Density Residential District is to provide land for single-family housing units not to exceed three dwellings per acre. Group or central water and/or sewer facilities may be required. ~~Agritourism as a conditional use.~~

SECTION 260 LOCAL BUSINESS DISTRICT (B-2): THE PURPOSE OF THE Local Business District is to provide land for small retail and personal service establishments offering convenience-type goods and services for the daily needs of the people in the immediate area. Residential use may be permitted. Mobile homes individually are a conditional use. ~~Agritourism as a conditional use.~~

SECTION 290 HEAVY MANUFACTURING DISTRICT (M-2): The purpose of the Heavy Manufacturing District is to provide land for major or minor manufacturing, processing, storage, warehousing, research and testing establishments which require relatively large sites, and ready access to regional transportation facilities. Residential development may be permitted as a conditional use. ~~Agritourism as a conditional use.~~

ARTICLE III – PROVISION FOR OFFICIAL ZONING MAP

SECTION 300 OFFICIAL ZONING MAP: The districts established in Section 200 of this Resolution are shown on The Official Zoning Map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this Resolution.

SECTION 310 IDENTIFICATION OF THE OFFICIAL ZONING MAP: The Official Zoning Map shall be identified by the signature of the Chairman of the Board of Township Trustees, attested by the Township Clerk under the following words: “This is to certify that this is The Official Zoning Map referred to in Section 300 of the Zoning Resolution of the Township of Dover, Union County, Ohio,” together with the date of the adoption of this Resolution.

SECTION 320 RECORDING CHANGES IN THE OFFICIAL ZONING MAP: If in accordance with the provisions of this Resolution and Chapter 519 Ohio Revised Code, changes are made in district boundaries or other matters portrayed on The Official Zoning Map, such changes shall be entered on The Official Zoning Map promptly after the amendment has been approved by the Board of

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

TOWNSHIP OF DOVER, UNION COUNTY, OHIO

ZONING DISTRICT: (U-1 Rural District)

PERMITTED USES: Agriculture, Very Low Density Residence, Animal Hospital, Clinic, Kennel, Public Use and Quasi-Public Use, Swimming Pools with approval of the Dover Twp. Zoning Inspector.

CONDITIONAL USES: (Permitted upon issuance of a conditional permit by the Board of Zoning Appeals). Public Service Facility, Service Business, Home Occupations, Low Density Residence, Medium Density Residence, Commercial Recreation, Mineral Extractions, Light and Heavy Manufacturing, Junk Storage and Sales, Dwelling (Housing), Manufactured (Mobile Homes) Individually, and Dwelling (Housing), Manufactured (Mobile Home) Parks, Commercial Storage Business Unit, Agritourism.

PROHIBITED USES: Adult Bookstores; Adult Cabarets; Adult-oriented business; [Common Access Drives](#).

PLANNED UNIT DEVELOPMENT: (Permitted upon approval by the Zoning Commission and issuance of certification by the Zoning Appeals) Residential, Commercial, Industrial, Public and Quasi-public uses individually or in combination.

LOT, MINIMUM AREA 100% OF: (Square feet per household)
100% buildable lot size ~~with on-site sewage 40,000/150'~~ [1.5 acres/200'](#)
frontage/width.

~~With group or central sewage 10,800/80'~~ [frontage/width.](#)

No lot containing ten (10) acres or less shall have ~~an average~~ depth ~~that which~~ is more than three (3) times its ~~average~~ width.

MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED: (Principal and accessory building) 25 percent.

MINIMUM FLOOR AREA: (Square feet)
1,200 FOR CONVENTIONAL HOUSING; 1,200 for manufactured homes.

MAXIMUM HEIGHT OF PRINCIPAL BUILDING:
Stories: 2 ½
Feet: 35'

MINIMUM YARD DIMENSIONS: (Feet)
Front: 50'
Rear: 40'

One side yard: 5'
Sum of side yards: 10'

ACCESSORY BUILDINGS:

Maximum height: 20' at the peak of the roof
Minimum distance in feet to side lot line: 5'
Minimum distance in feet to rear lot line: 5'

MINIMUM OFF-STREET PARKING SPACE: One unit for each family housing unit.

SIGNS PERMITTED: Yes, under Article VIII.

OTHER PROVISIONS AND REQUIREMENTS: (Supplementary Regulations, Notes, Etc.) Except where limited by this Resolution. Use-use of land or buildings for agricultural purposes is not affected by this Resolution and no Zoning Certificates shall be required for any such building or structure or use of land.

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

TOWNSHIP OF DOVER, UNION COUNTY, OHIO

ZONING DISTRICT: (R-1 LOW DENSITY RESIDENTIAL DISTRICT)

PERMITTED USES: Single Family Housing, Public and Quasi-public Uses, Home Occupation. Swimming Pools or Portable/Inflatable Pools are permitted with the approval of the Dover Township Zoning Inspector.

CONDITIONAL USES: (Permitted upon issuance of a Conditional Use permit by the Board of Zoning Appeals) Noncommercial Recreation, Service Business, Telecommunication Tower, Commercial Storage Business Unit, Agritourism.

PROHIBITED USES: Adult Bookstores; Adult Cabarets; Adult-oriented business; ~~Billboard Signs~~; [Common Access Drives](#).

PLANNED UNIT DEVELOPMENT: (Permitted upon approval by the Zoning Commission and issuance of certificate by the Board of Zoning Appeals) Residential, Commercial, Public and Quasi-public uses individually or in combination.

RESIDENTIAL SUBDIVISION PLATS:

The following standards shall apply to all new residential subdivision plats having six (6) or more lots within this zoning district. (The words "Plat" and "Subdivision" shall have the same meaning as defined in ORC 711.001.) This regulation is intended to provide park and recreation facilities for the community, provide passive and active recreation opportunities, to preserve open space and sensitive natural areas, and to control the density of population.

1. The developer of any platted residential subdivision within this zoning district shall dedicate a minimum of 10% of the gross acreage of the property to permanent open space to be used by the residents of the development.
 - a. Manmade structures in which water is impounded by constructing a dam or embankment or by excavating a pit ponds are permitted within open space areas, but the area comprising these structures shall not be counted as part of the 10% permanent open space; this includes retention basins but does not include detention basins or bio-swales design for short-term storm water containment.

- b. Private yards, street right-of-ways, and open parking areas and driveways shall not be counted as part of the 10% permanent open space.

LOT, MINIMUM AREA 100% OF: (Square feet per household)
100% Buildable lot size ~~for single family~~ with on-site sewage ~~40,000/150'~~ 1.5 acres/200' frontage/width.
~~Single family w~~With group or central sewage-14,520/100' frontage/width
No new multi-family dwellings are permitted.
No lot shall have an ~~average~~ depth ~~that which~~ is more than three (3) times its ~~average~~ width.

MAXIMUM PERCENTAGE OF LOTS TO BE OCCUPIED: (Principal and Accessory Building) 25 percent.

MINIMUM FLOOR AREA: (Square Feet)
1,450 for all single family houses. No new multi-family dwellings are permitted.

MAXIMUM HEIGHT OF PRINCIPAL BUILDING:

Stories: 2 ½

Feet: 35'

MINIMUM YARD DIMENSIONS: (Feet)

New Lot: Front-35'

Rear-40'

One Side Yard-5'

Sum of Side Yards-10'

Old Lot: Same as nearest adjoining residential structures.

ACCESSORY BUILDINGS:

Maximum Height: 15' at the peak of the roof

Minimum Distance in feet to side lot line: 5'

Minimum Distance in feet to rear lot line: 5'

SIGNS PERMITTED: Yes, under article VIII.

OTHER PROVISIONS AND REQUIREMENTS: (Supplementary Regulations, Notes, Etc.)

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

TOWNSHIP OF DOVER, UNION COUNTY, OHIO

ZONING DISTRICT: (B-2 LOCAL BUSINESS DISTRICT)

PERMITTED USES: Business Convenience-type Retail, Personal Service, Offices, Public and Quasi-public Uses, Service Business, Eating Establishments, Residential. Swimming Pools or Portable/Inflatable Pools are permitted with the approval of the Dover Township Zoning Inspector, Commercial Storage Business Unit, Billboard Signs minimum 50 Sq. Ft.

CONDITIONAL USES: (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals) Public Service Facility, Dwelling (House), Manufactured (Mobile Homes) individually. Internet Sweepstakes Cafes or Gaming Establishments, Agritourism.

PROHIBITED USES: Adult Bookstores; Adult Cabarets; Adult-oriented business; [Common Access Drives](#).

PLANNED UNIT DEVELOPMENT: (Permitted upon approval by the Zoning Commission and issuance of certificate by the Board of Zoning Appeals) Residential, Commercial, Public and Quasi-public uses individually or in combination.

MINIMUM LOT SIZE: (Square Feet per establishment)
With on-site sewage—40,000 for new established lots
With group or central sewage—none
No lot shall have ~~an average~~ depth ~~that which~~ is more than [three \(3\)](#) times its ~~average~~ width.

MINIMUM WIDTH FRONTAGE LOT:
With on-site sewage—85'
With central sewage—none

MAXIMUM PERCENTAGE OF LOTS TO BE OCCUPIED: (Principle and Accessory Buildings) 50 percent

MINIMUM FLOOR AREA: (Square Feet)
1,200 for all Single Family Houses

1,200 for Manufactured Homes

MINIMUM YARD SETBACK DIMENSIONS: (Feet)

Front-30'

Rear-30'

One Side Yard-5'

Sum of Side Yards-10'

ACCESSORY BUILDINGS:

Maximum Height: 15' at the peak of the roof

Minimum Distance in feet to side lot line-5'

Minimum Distance in feet to rear lot line-5'

MINIMUM OFF-STREET PARKING SPACE: One space for each 200 square feet of retail or service floor area.

SIGNS PERMITTED: Yes, under article VIII.

OTHER PROVISIONS AND REQUIREMENTS: (Supplementary Regulations, Notes, Etc.) Non-Residential use cannot be conducted closer than 40 feet from any Residential District.

PERMIT:

- A. No building shall be erected, constructed or developed and no building or premises shall be reconstructed, remodeled arranged for use or used for an Internet Sweepstakes Café or Gaming Establishment unless authorized by the issuance of a Conditional Use Permit granted by the Dover Township Board of Zoning Appeals.

RESTRICTIONS:

- A. No more than twelve (12) Computerized or Sweepstakes Gaming Devices per establishment per 100 sq. ft. allowing two (2) parking spaces per machine.
- B. Persons entering an Internet Sweepstakes Café or Gaming Establishment must be twenty-one (21) years of age or older.
- C. No alcoholic beverages are permitted at an Internet Sweepstakes Café or Gaming Establishment.
- D. No Internet Sweepstakes Café or Gaming Establishment shall be permitted in a location which is within a 500 foot radius of a residential or agricultural zoned district. The distance shall be measured by radius from the closest property line of the proposed

Internet Sweepstakes Café or Gaming Establishment to the closest property line of the prohibitive use class.

- E. No internet Sweepstakes Café or Gaming Establishment shall be permitted in a location which is within 500 feet of another Internet Sweepstakes Café or Gaming Establishment. The distance shall be measured by radius from the closest property line of the proposed Internet Sweepstakes Café or Gaming Establishment to the closest property line of the existing Internet Sweepstakes Café or Gaming Establishment.
- F. No Internet Sweepstakes Café or Gaming Establishment shall be permitted in a location with is within 500 feet of a church. Public or private school, park or playground, any social services facility, state licensed daycare facility or neighborhood center.

SIGNAGE:

- A. No signs shall be permitted to flash, blink, scroll, or involve any type of animation or movement. All signage must comply with Article VIII (Signs and Advertising) of the Dover Township Zoning Resolutions.

PARKING:

- A. Minimum of one parking space for each fifty (50) square feet of gross floor area.

LIGHTING:

- A. All outside lighting shall be shielded and directed away from adjacent properties.

RETAIL FOOD SALES:

- A. All food and beverage sales shall be in conformance with Union County Health District Regulations. A copy of the approved food permit shall be provided to Dover Township upon application for a conditional use permit. An annual report shall be provided to Dover Township.

SPETIC CAPACITY:

- A. Any location not serviced by sanitary sewers must undergo an evaluation by the Union County Health District to determine if the septic system is adequate for the proposed facility. A copy of the sanitary evaluation shall be provided to Dover Township when the conditional use permit is applied for.

INSPECTION AND PERMIT REVOCATION:

- A. Dover Township reserves the right to review the facilities of any Internet Sweepstakes Café or Gaming Establishment operating in the Township.
- B. Dover Township reserves the right to revoke the Conditional Use Permit of any and all Internet Sweepstakes Café or Gaming Establishment for any of the following reasons:
 - 1. An applicant who gives false or misleading information in their application or in a document or diagram related to the operation of an Internet Sweepstakes Café or gaming Establishment.
 - 2. An applicant or employee has knowingly allowed possession, use, or sale of controlled or illegal substances on the premises.
 - 3. An applicant or employee knowingly operated an Internet Sweepstakes Café or Gaming Establishment during a period of time when the applicant's Conditional Use Permit was suspended.
 - 4. An applicant has been convicted or pleads guilty to an offense or violation of Chapter 2915 of the Ohio Revised Code or any violation of the resolution or of any other ordinance or state law equivalent to any offense contained in Chapter 2915.
 - 5. An applicant or employee has knowingly allowed gambling activities prohibited by section 2915.02 of the Ohio Revised Code to occur in or on the Conditional Use premises. The term gambling shall have the same meaning as it is defined in the Ohio Revised Code section 2907.02.
 - 6. An applicant is delinquent in payment to Union County or Dover Township of any taxes or fees related to an Internet Sweepstakes Café or Gaming Establishment.
 - 7. Any other non-compliance with this Article by the owners, agents, employees, or staff of an Internet Sweepstakes Café or Gaming Establishment operating in Dover Township.

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

TOWNSHIP OF DOVER, UNION COUNTY, OHIO

ZONING DISTRICT: (M-2 HEAVY MANUFACTURING DISTRICT)

PERMITTED USES: Light and Heavy Manufacturing and Related Offices, Wholesale and Warehousing, Printing and Publishing, Transport Terminals, Public and Quasi-public uses, Service Business, Research Facilities.

CONDITIONAL USES: (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals) Extractive Industry, Junk Storage and Sales, Public Facilities, Residential, Agritourism.

PROHIBITED USES: Adult Bookstores; Adult Cabarets; Adult-oriented business; [Common Access Drives](#).

PLANNED UNIT DEVELOPMENT: (Permitted upon approval by the Zoning Commission and issuance of certificate by the Board of Zoning Appeals) Residential, Commercial, Public and Quasi-public uses individually or in combination.

MINIMUM LOT SIZE: (Square Feet per establishment)
120,000

Width frontage of lot ~~175'~~ [200'](#)

No lot shall have an ~~average~~ depth ~~that which~~ is more than [three \(3\)](#) times its ~~average~~ width.

MAXIMUM PERCENTAGE OF LOTS TO BE OCCUPIED: (Principle and Accessory Buildings) 50 percent

MINIMUM FLOOR AREA: (Square Feet)
None

MAXIMUM HEIGHT OF PRINCIPLE BUILDING: (Feet)
Stories: 2
Feet: 30'

MINIMUM YARD DIMENSIONS: (Feet)

Front-80'

Rear-50'

Side Yard-20'

Sum of Side Yards-50'

ACCESSORY BUILDINGS:

Maximum Height: 25'

Minimum Distance in feet to side lot line: 10'

Minimum Distance in feet to rear lot line: 20'

MINIMUM OFF-STREET PARKING SPACE: One space for each employee on the maximum work shift.

SIGNS PERMITTED: Yes, under article VIII.

OTHER PROVISIONS AND REQUIREMENTS: (Supplementary Regulations, Notes, Etc.) Extractive use cannot be conducted within 500 feet from any Residential District.

- l) The un-staffed storage building and/or unit that houses transmitting equipment is considered an accessory use and/or structure. Setbacks for accessory uses/structures will comply with distances in the zoned district of the tower location. These facilities may not include offices, long-term vehicle storage, other outdoor storage, or broadcast studios except for emergency purposes, or other uses that are needed to send or receive transmissions.
- m) A six (6) foot safety fence with a locked gate surrounding the tower is required. If high voltage is necessary, signs must be posted every twenty (20) feet along the fence saying "Danger-High Voltage". The operator must also post "No Trespassing" signs.

SECTION 564 PERFORMANCE BOND:

- 1) For each telecommunication tower, the owner or operator shall provide to the Township, a surety bond or a bank letter or credit to assure the Township that the terms and conditions of Section 564 are performed and complied with, including necessary repairs, including repairs to public highways and roads and the costs and expenses of removal in the event of abandonment.
- 2) The Dover Township Board of Trustees may draw upon the performance bond to recover any costs, damages, or expenses incurred by the Township, which arise out of the violations of Section 564 or the abandonment or discontinuance of the use of a tower.

~~SECTION 565 SUPPLEMENTAL DISTRICT REGULATIONS- COMMON ACCESS DRIVES (General): Common Access Drives provided an alternative to construction of public or private streets for accessing small numbers of lots and reduce the number of driveways along public roads. CAD's may be permitted based upon a case-by-case evaluation of the site and project specific characteristics such as, but not limited to: access management and traffic safety, slopes, drainage, preservation of environmentally sensitive areas, access and maneuvering room for firefighter vehicles, and compliance with local zoning codes. CAD's must be designed by an engineer or surveyor in accordance with these regulations.~~

~~The sub divider is responsible for constructing the CAD in accordance to standards and restrictions and any additional or more restrictive standards required by the sub divider's engineer or surveyor, zoning inspection, fire official or County Engineer. (For CAD standards, and requirements, see the Union County Technical Design Standards, Appendix B).~~

CLUB: A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational, fraternal, or recreational purpose primarily for the exclusive use of members and their guests.

COMMERCIAL STORAGE BUSINESS UNIT: Any structure built for storage or converted for storage and is rented or leased for personal services.

COMMON ACCESS DRIVE: A Common Access Drive (CAD) is a privately constructed, privately owned and privately maintained driveway within an ingress/egress easement, serving more than one lot (or parcel) but not more than five lots (or parcels), properly installed in accordance with the requirements of the County Engineer and for which the county and township accept NO responsibility for maintenance, either initially or at any time in the future, a common access drive provides an alternative to construction of public or private streets for accessing small numbers of lots and reduces the number of driveways along public roads. ~~(See Section 565)~~

COMPREHENSIVE DEVELOPMENT PLAN: A plan, or any portion thereof, adopted by the Regional Planning Commission and the board of County Commissioners showing the general location and extent of present and proposed physical facilities including housing, industrial, and community facilities. This plan established the goals, objectives, and policies of the community.

COMPUTERIZED OR SWEEPSTAKES GAMING DEVICE: Means any computer, machine, game or apparatus which, upon the insertion of a coin, token, access number, magnetic card, or similar object or upon payment of anything of value, may be operated by the public generally for use as a contest of skill, entertainment or amusement, whether or not registering a score and which provides the user a chance to win anything of value that is not "*de minimus*" on a per play basis or any cash payout or anything of value that could be redeemed, directly or indirectly for any cash payout and which is not gambling under state or local laws. Machines designated for use by the State Lottery Commission are not computerized sweepstakes or gaming devices for the purposes of this article. "*De minimus*" as used in this section shall mean less than ten dollars (\$10.00).

CONDITIONAL USE: A use permitted within a district other than a principally permitted use, requiring a Conditional Use Permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the official schedule of District Regulations.

CONDITIONAL USE PERMIT: A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.

CONSERVATION: The protection, preservation, management or restoration of wildlife and/or natural resources such as forest, soil, and water.

LOCATION MAP: See Vicinity Map.

LOT: For the purpose of this Resolution a lot is a parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, and area for one principal building together with its accessory building and which provides such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, or complete lots of record and portions of lots of record, or of portions of lots of record.

LOT COVERAGE: The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

LOT FRONTAGE: The front of a lot shall be the portion at the street or road. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets or roads shall be considered frontage, and yards shall be provided as indicated under "Yard" in this section. Also, see Lot Measurements, Width.

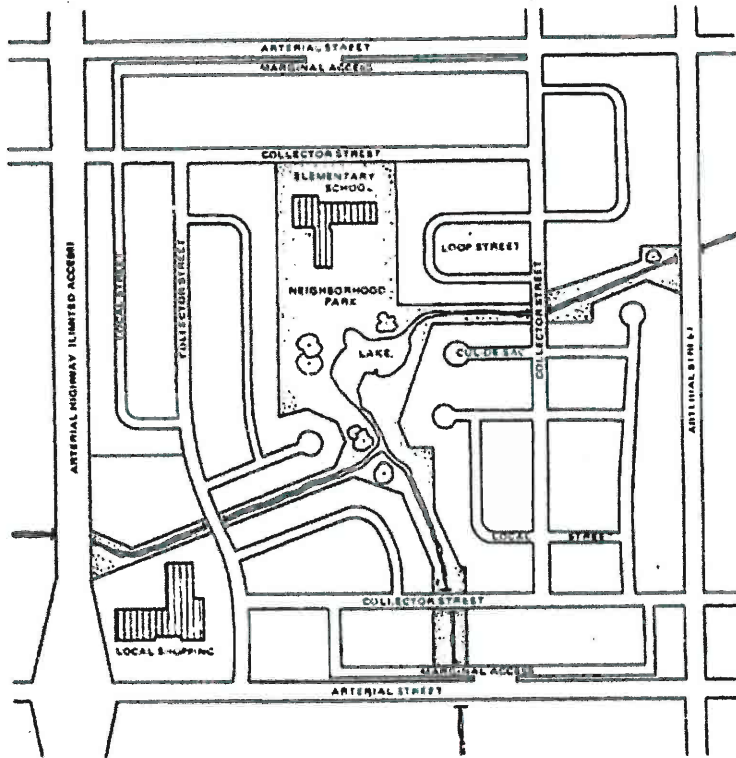
LOT MEASUREMENTS: A lot shall be measured as follows:

1. Depth. The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and ~~the~~ rearmost points of the side lot lines in the rear. ~~No lot shall have an average depth which is more than three (3) times its average width.~~
2. Width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except on cul-de-sac streets (roads) where it is measured at the setback line. (Also see Lot Frontage).

LOT, MINIMUM AREA OF: The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street.

LOT OR RECORD: A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

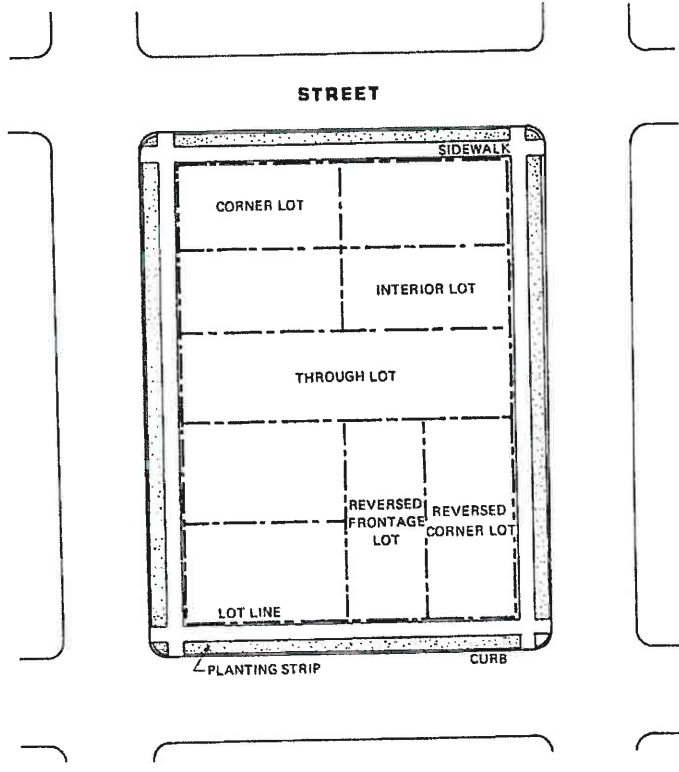
LOT TYPES: Terminology used in this Resolution with reference to corner lots, interior lots and through lots is as follows:



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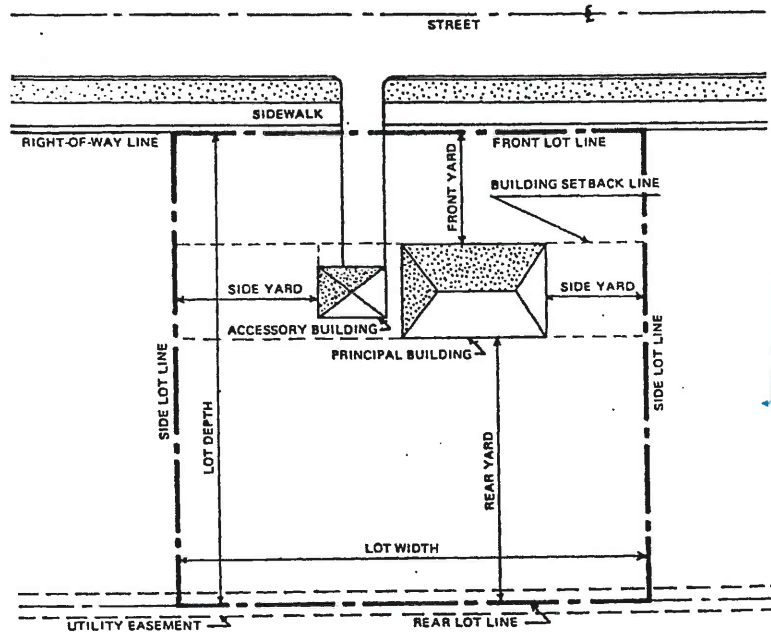
CLASSIFICATION OF THE THOROUGHFARE SYSTEM

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TYPES OF LOTS

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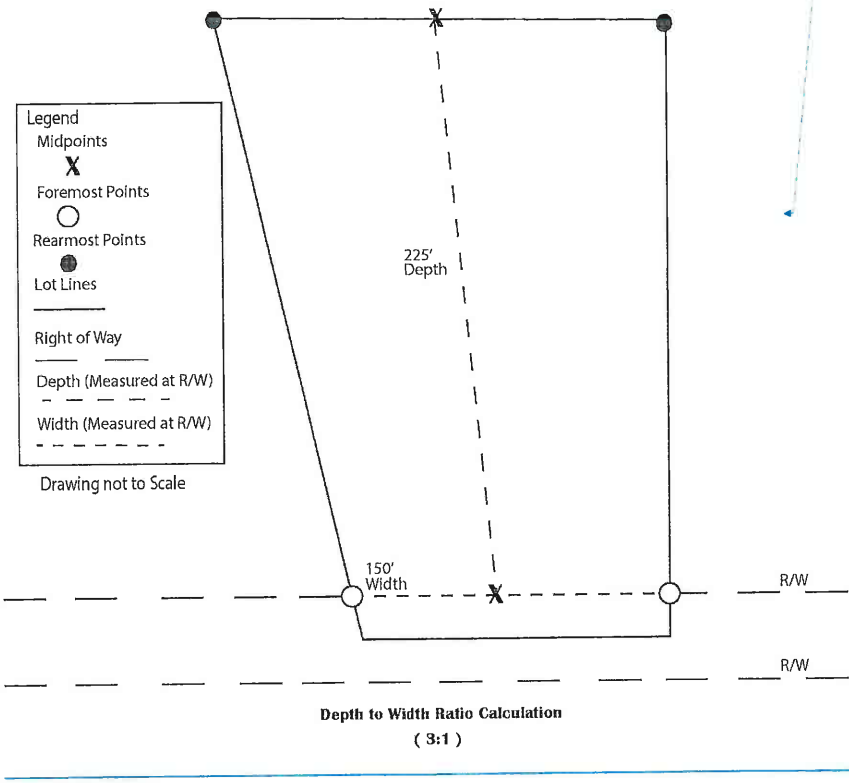


LOT AREA= TOTAL HORIZONTAL AREA
LOT COVERAGE= PER CENT OF LOT OCCUPIED
BY BUILDING

LOT TERMS

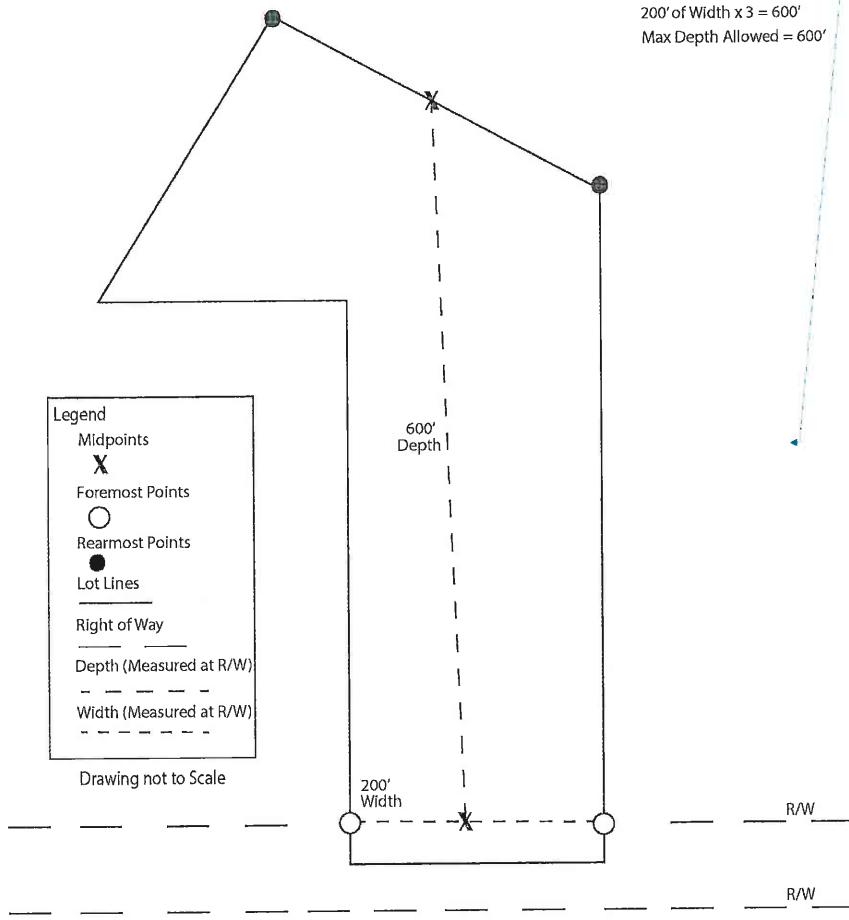
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Width = 150'
Depth = 225'
150' of Width x 3 = 450'
Max Depth Allowed = 450'



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Width = 200'
Depth = 600'
200' of Width x 3 = 600'
Max Depth Allowed = 600'

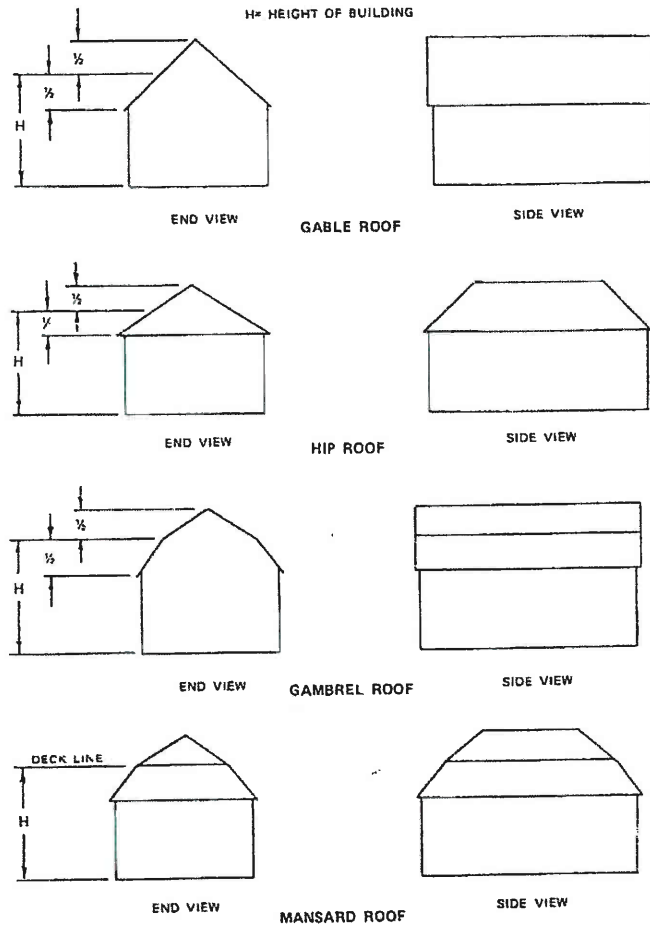


Legend

- Midpoints
- Foremost Points
- Rearmost Points
- Lot Lines
- Right of Way
- Depth (Measured at R/W)
- Width (Measured at R/W)

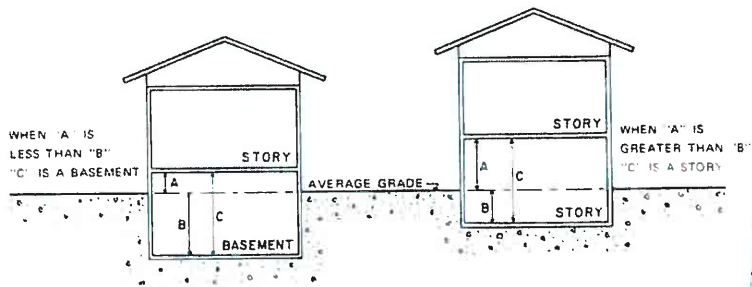
Drawing not to Scale

Depth to Width Ratio Calculation
(3:1)



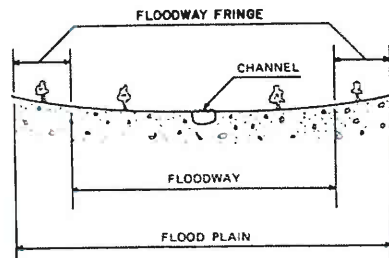
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ROOF TYPES AND BUILDING HEIGHT



BASEMENT & STORY

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FLOOD PLAIN TERMS



Logan-Union-Champaign regional planning commission

Staff Report – Lake Township (L) Zoning Amendment

<p>Applicant:</p>	<p>Lake Township Zoning Commission c/o Mark Overly 2454 US 68N Bellefontaine, OH 43311 (937) 935-0066 overlymm@embarqmail.com</p>
<p>Request:</p>	<p>The Lake Township Zoning Commission initiated an amendment to the text of the Zoning Resolution. The proposal creates solar energy related definitions in Article II Definitions and create section 1041 Small Solar Energy Systems (Less than 50MW).</p>
<p>Location:</p>	<p>Lake Township is in central Logan County and contains part of the City of Bellefontaine.</p>
<p>Staff Analysis:</p>	<p>Adoption of LUC Model Text for Solar Energy Systems The Zoning Commission is proposing to adopt Version 1 of the LUC model text for Solar Energy Systems, which permits and creates standards for accessory solar energy systems but prohibits principal solar energy systems less than 50MW.</p> <p>The only modification to the model text that the Township is proposing is a recommendation from LUC staff that changes the next to last sentence of “B. Principal Solar Energy Production Facilities” to read: “It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater)”. This is a recommendation that has been given to other Townships in the past.</p>
<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL of the proposed zoning text amendment.</p>
<p>Z&S Committee Recommendations:</p>	

Date of Request.

October 30, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Aaron Smith
PO Box 219
East Liberty, OH 43319
aaronsmith@lucplanning.com

RE: Zoning Text Amendment Application, Lake Township, Logan County
Amendment topic: Solar Energy Systems

Dear LUC Regional Planning Commission Committee Members:

The Lake Township Zoning Commission met on October 4 and October 30 to discuss zoning amendments. During the October 30 meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.

Included with this cover letter, you will find a copy of the proposed zoning text. This language is new and is an addition to the existing Zoning Resolution. (Please refer to these attachments for further information.)

- Create solar energy related definitions in Article II Definitions and create Section 1041 Small Solar Energy Systems (Less than 50 MW). The text of Section 1041 and the solar energy related definitions in Article II regulate solar energy systems.

Public Hearing.

The Lake Township Zoning Commission, Logan County, OH, will hold a public hearing concerning the proposed amendments at 7 PM on 4 DEC, 2023, in the Lake Township Building. The address is 9005 Detroit St

Point of Contact.

Please consider me, MARK QUERLY, the Township's point of contact for this matter. My contact information is below:

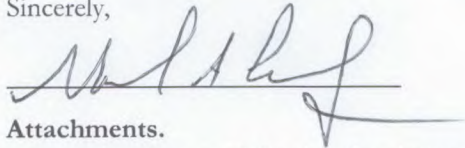
Address: 2454 US 68N

City/Zip: Bellefontaine, OH 43311

Phone: 937-935-0066

Email: querlymm@embargo.com

Sincerely,



Attachments.

1. Proposed Zoning Resolution Text Amendments (this is new language being added)



Zoning Text Amendment Checklist

Date: 30 OCT 23 Township: LAKE
 Amendment Title: UNDER SO MUW INSTALLATION SOLAR

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

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

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

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

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

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

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

Lake Township, Logan County

Zoning Text Amendment

AMEND Article II Definitions BY ADDING THE FOLLOWING TEXT:

ARTICLE II DEFINITIONS

Solar energy related definitions:

- a) **Accessory Solar Energy:** A solar collection system consisting of one or more roof/building mounted, ground/pole mounted, and/or other structure mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- b) **Principal Solar Energy Production Facility:** An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more roof/building mounted, ground/pole mounted, and/or other structure mounted solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.
- c) **Solar Energy Equipment:** Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) **Solar Photovoltaic (PV):** The technology that uses a semiconductor to convert light directly into electricity.
- e) **Clear Fall Zone (Solar Energy):** An area surrounding a ground/pole mounted or other structure mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure’s failure that shall remain unobstructed and confined within the property lines of the lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the lot and will not intrude onto a neighboring property.
- f) **Small Solar Facility:** Pursuant to ORC 519.213 (A) (2), “Small Solar Facility” means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.

- g) **Community Solar**: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, “Community Solar” is considered to be a “Principal Solar Energy Production Facility”.

Lake Township, Logan County

Zoning Text Amendment

CREATE Section 1041 Small Solar Energy Systems (Less than 50 MW) BY ADDING THE FOLLOWING TEXT:

SECTION 1041 SMALL SOLAR ENERGY SYSTEMS (LESS THAN 50 MW)

A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
4. Roof/Building mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. The height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
5. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.

- b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Accessory solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.
8. Accessory solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.
9. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure mounted solar energy system and “clear fall zone”.
 - c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater).

Principal Solar Energy Production Facilities are prohibited in any district.



Zoning & Subdivision Committee
Thursday, November 9, 2023

The Zoning and Subdivision Committee met in regular session on Thursday, November 9, 2023, at 12:31 p.m.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Gram Dick, Todd Freyhof, Jeff Beard for Ashley Gaver, Steve McCall, Heather Martin, Aaron Smith, and Jeff Stauch. Absent members were Wes Dodds, Tammy Noble, Steve Robinson, and Tom Scheiderer.

Guests: Greg Iiams, Village of Russells Point; Eric Snowden, Jerome Township; Justin Wollenberg, Terrain Evolution; and Joe Leuby, EMH&T.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Tyler Bumbalough moved a motion to approve the minutes from the October 12, 2023, meeting as written, and Steve McCall seconded. All in favor.

1. Review of ERN-1 Phase 4 Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller advised the applicant has worked to address comments. An updated plat was prepared, but there are three items unintentionally removed; those three items need to be readded. The three outstanding items are of a minor nature, and all are on Sheet 3 of 3: 1) The north section of DOS-D is missing the D&U Ea label; and, 2) The D&U Ea boundary in the northwest corner is missing; and, 3) DOS-E is missing the D&U Ea label.
 - Justin Wollenberg stated the removal of these items was unintentional.
 - Steve McCall moved a motion to recommend conditional approval of the ERN-1 Phase 4 Final Plat with reviewing agency comments and Jeff Stauch seconded. All in favor.
2. Review of Glacier Pointe Section 5 Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Jeff Stauch moved a motion to recommend conditional approval of the Glacier Pointe Section 5 Preliminary Plat with reviewing agency comments and Steve McCall seconded. All in favor.
3. Review of Jerome Professional Park Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Tyler Bumbalough asked about the designated open space and if widening the marginal access street into the open space is an allowable use.
 - Brad Bodenmiller provided information about the variances from the staff report. Ultimately, “use” is a zoning item.
 - Eric Snowden provided further information. He did not foresee it being an issue.
 - Steve McCall moved a motion to recommend conditional approval of the Jerome Professional Park Preliminary Plat and Tyler Bumbalough seconded. All in favor.
4. Review of Dover Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Eric Snowden asked a question about the amendment and offered his opinion on this amendment. Eric shared prohibiting CADs will result in variance requests, which will be difficult to deny. Jerome Township allows for two lots on a CAD.
 - Discussion happened between Steve McCall, Eric Snowden, Jeff Stauch, Gram Dick, Tyler Bumbalough, and Brad Bodenmiller regarding the potential issues with prohibiting CADs.
 - Jeff Stauch moved a motion to recommend approval with modifications of the Dover Township Zoning Text Amendment and with the additional modification to remove the language prohibiting CADs and Steve McCall seconded. All in favor.
5. Review of Lake Township Zoning Text Amendment (Logan County) – Staff Report by Aaron Smith
- Tyler Bumbalough moved a motion to recommend approval of the Lake Township Zoning Text Amendment and Todd Freyhof seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:04 p.m. with Steve McCall moving a motion to adjourn and Todd Freyhof seconded. All in favor.

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

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